

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
SEPTEMBER 13TH, 2011
9:30 A.M.

The Commissioner's Court of Williamson County, Texas will meet in regular session in the Commissioner's Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.
2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Unified System.
3. Hear County Auditor concerning invoices, bills, Quick Check Report, Wire Transfers and Electronic Payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA

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

(Items 5 – 21)

5. To discuss and consider approving a line item transfer for County Jail.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100 0570 004705	Pre Employment Screenings	\$1,500.00		
To	0100 0570 003301	Gasoline	\$1,500.00		

6. Discuss and consider approving a line item transfer for the District Attorney's Office

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
from	0100.0440.003901	Publications/Books/Periodicals	120.00		
to	0100.0440.004232	Training, Seminars, Conference	120.00		

7. Discuss and consider approving a line item transfer for HazMat

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0542-004412	HazMat/Error & Omissions	\$325		☐
From	0100-0542-004610	HazMat/Rent	\$32		☐
From	0100-0542-004543	HazMat/Repairs to Equip	\$500		☐
To	0100-0542-003301	HazMat/Gasoline	\$857		☐

8. Discuss and consider approving a line item transfer for Extension Services.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0665-003100	Office Supplies	575.66		☐
To	0100-0665-003005	Office Furniture	575.66		☐

9. Discuss and consider approving a line item transfer for JP4.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0454.001100	Salaries	\$1164.80		☐
From	0100.0454.003006	Office Equipment	\$18.22		☐
From	0100.0454.003120	Printer Supplies	\$2.38		☐
From	0100.0454.004130	Court Appointed Attorneys	\$500.00		☐
From	0100.0454.004410	Bond Premiums	\$60.53		☐
From	0100.0454.004500	Maintenance Contracts	\$138.46		☐
From	0100.0454.004621	Copier Rental & Supplies	\$1000.00		☐
From	0100.0454.004544	Repairs to Office Equipment	\$29.41		☐
To	0100.0454.001107	Temp Labor	\$1164.80		☐
To	0100.0454.004232	Training, Conf. & Seminars	\$1719.00		☐
To	0100.0454.004002	Jurors	\$10.00		☐
To	0100.0454.003900	Membership Dues	\$20.00		☐

10. Discuss and consider a line item transfer for Commissioner Precinct Two.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	100.0212.003010	Computer Equipment	\$350.00		☐
To	100.0212.004232	Training	\$350.00		☐

11. Discuss and consider approving a line item transfer for Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0541.004210	Internet	2000.00		☐
To	0100.0541.003002	Vehicle Equipment	2000.00		☐

From	0100.0541.004414	Vehicle Insurance	1000.00		
To	0100.0541.003005	Office Furniture	1000.00		

12. To discuss and consider approving a line item transfer for District Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0440.004932	Trial Expenses	\$ 100.00		
To	0100.0440.003398	Video Tapes/CD/DVD	\$ 100.00		

13. Discuss and consider approving a Line Item Transfer for the County Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
To	0100-0475-003398	Video Tapes/DVDs	600.00		
From	0100-0475-004350	Printed Materials and Bindings	600.00		

14. Discuss and consider approving a line item transfer for the County Auditor's Office

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0495-004505	Software Maintenance	\$794.24		
To	0100-0495-003006	Office Equipment	\$300		
To	0100-0495-003010	Computer Equipment< \$5000	\$494.24		

15. Discuss and take action on Budget Line Item Transfer for Juvenile Services

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	100.0576.004510	Facility Maintenance	3600.00		
To	100.0576.003301	Gasoline	3600.00		

16. Consider closing Tamayo on Sept. 24, 2011 from Dallas to Amasia from 8:00 a.m. until 9:30 a.m. for a 5k run/race and consider loaning cones and barricades.
17. Discuss and take action on the Road Closure for Pilot Place in Georgetown for National Night Out October 4, 2011. This has been through the approval process.
18. Discuss and consider setting speed limit of 35 mph on CR 446 from CR 445 to FM 112, Pct. #4.
19. Discuss and consider approving a No Parking, Stopping, or Standing Zone along Chandler Creek Blvd. adjacent to Double File Elementary, Pct. 4.
20. Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, destruction, or trade-in.

21. Discuss and consider taking appropriate action on extending annual contracts for FY2012 for Hygiene Products (Jail) and Hauling (Road and Bridge).

REGULAR AGENDA

22. Recognize the week of September 5th to 9th as National Payroll Week.
23. Discuss and take appropriate action on road bond program.
24. Consider approving Change Order No. 31 in the amount of \$40,021.92 for US 183, a Pass Through Financing Project in Precinct Two.
25. Discuss and take appropriate action on the Resolution for the TxDOT Pass-Through Agreement (Contract No. PT2010-006-01) CSJ No. 0015-09-161, 0015-09-160, & 0015-08-128 to construct I-35 Northbound Frontage Road and ramps from approximately Westinghouse Road to SH 29 in Williamson County.
26. Discuss and take appropriate action on the TxDOT Pass-Through Agreement (Contract No. PT2010-006-01) CSJ No. 0015-09-161, 0015-09-160, & 0015-08-128 to construct I-35 Northbound Frontage Road and ramps from approximately Westinghouse Road to SH 29 in Williamson County.
27. Discuss and consider approving HNTB Corporation Supplemental #6 to their "on-call" Professional Service Agreement (PSA) to allow for the execution of Supplemental #1 to Work Authorization #17 for the I-35 NBFR & Ramps (SH29 to Westinghouse Road) Pass-Through Project.
28. Discuss and Consider authorizing County Judge to execute Training Service Agreement between GDS Associates, Inc. and Williamson County for Landfill Inspection Training Services.
29. Discuss and consider authorizing County Judge to execute a License Agreement between John C. Nelson and Williamson County Road & Bridge that would enable Road & Bridge to excavate a channel, allowing storm water to flow toward its natural waterway.
30. Consider authorizing County Judge to execute a Real Estate Contract with Dwayne and and Darlene Stephens for ROW needed on RM 2338. (PARCEL 17)
31. Discuss and consider extending and/or modifying the Disaster Declaration that was issued on September 6, 2011 by Judge Gattis.
32. Discuss and consider extending and/or modifying the Burn Ban which is currently in effect.
33. Consider authorizing the County Judge to execute a Supplemental Agreement to the Interlocal Agreement between the City of Round Rock and Williamson County for the use of property for Neighborhood Conference Committee.
34. Consider approving an Interlocal Agreement between Williamson County and Capital Metropolitan Transportation Organization.
35. Consider approving an Interlocal Agreement between Williamson County and North Austin Municipal Utility District Number One.
36. Discuss and take appropriate action on Tyler Technologies End User License Agreement and Professional Services Agreement for Odyssey e-Signatures software.
37. Discuss & consider approving a salary adjustment for the Court Reporter in County Court at Law Number 3

38. Discuss and take appropriate action on revisions to the Williamson County Employee Policy Manual.
39. Discuss and take appropriate action regarding Agreement for 2011 2012 with Thrall Volunteer Fire Department.
40. Discuss and take appropriate action regarding Budget Order for 2011 2012.
41. Consider authorizing advertising and setting date of October 4, 2011 at 2:00 pm in the Purchasing Department to receive proposals for Janitorial Services for Williamson County.
42. Consider awarding bids received for EMS Protective Clothing, Facilities HVAC Services, Fleet Fuel Card Services and Parks Landscape Services to the lowest and best bids meeting specifications.
43. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Victim's Assistance Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0000.367400	Donations	\$14.01	01	

44. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge use of Victim's Assistance Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0560.003671	V. A. Donations	\$14.01	01	

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)."

45. 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 Access Easement on Guy property.
- q) Discuss proposed acquisition of drainage easements along CR 138.
- r) Discuss proposed acquisition of property for right-of-way along CR 170.
- s) Discuss proposed acquisition and/or sale of property for Arterial H.
- t) Discuss potential sale of real property on Williams Drive.
- u) Discuss Pass Through Agreement for IH 35 NBFR and Ramps from Westinghouse to SH 29.

46. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

- a) Litigation or claims or potential litigation or claims against the County or by the County.
- b) Status Update-Pending Cases or Claims;
- c) Attorney Grievance filed with the Office of Chief Disciplinary Counsel of the State Bar of Texas against Jana L. Duty-Hunsicker- Grievance File No. A0021113619;
- d) Civil Action No. 1:10-CV-00693-LY; Robert James Henry v. City of Taylor et al.; In the United States District Court for the Western District of Texas;
- e) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District
- f) Cause No. 10-1107-C368; Jana Duty, County Attorney of Williamson County, Texas vs. Dan A. Gattis, County Judge of Williamson County, Lisa Birkman, Cynthia Long, Valerie Covey, and Ron Morrison County Commissioners, David Flores, County Auditor, and Ashlie Koenig, Budget Officer; In the District Court, Williamson County, Texas, 368th Judicial District.
- g) Civil Action No. 1:10-CV-869-LY; Heather Clark, David Claxton & David M. Compton v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
- h) Case No. A11CA403 SS; Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division
- i) Case No. A11CA 300LY; Michelle Sheffield v. John Doe I, Individually and in his Official Capacity, Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division;
- j) Civil Action No. 11-278; Will Aguilar v. Williamson County, Texas; Daniel Robertson, and Michael Baxter; In the United States District Court, Western District of Texas, Austin Division
- k) Employment related matters.
- l) Other confidential attorney-client matters, including contracts.

47. Discuss and take appropriate action on road bond program.

48. 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.

49. Comments from Commissioners.

Dan A. Gattis, County Judge

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

Commissioners Court - Regular Session**5.****Meeting Date:** 09/13/2011

Line Item Transfer

Submitted By: Deborah Wolf, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

To discuss and consider approving a line item transfer for County Jail.

Background

This line item transfer will cover gasoline costs for remaining fiscal year 2011 as a result of rising fuel costs.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100 0570 004705	Pre Employment Screenings	\$1,500.00	
To	0100 0570 003301	Gasoline	\$1,500.00	

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/31/2011 04:50 PM
Budget Office	Ashlie Blaylock	09/01/2011 07:57 AM
Sheriff (Originator)	Deborah Wolf	09/08/2011 10:18 AM
Form Started By: Deborah Wolf		Started On: 08/30/2011 11:41 AM
	Final Approval Date: 09/08/2011	

Commissioners Court - Regular Session**6.****Meeting Date:** 09/13/2011

Line Item Transfer

Submitted For: John Bradley**Submitted By:**Judy Kocian, District
Attorney**Department:** District Attorney**Agenda Category:** Consent

Information**Agenda Item**

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

Background

The District Attorney's office is required to remain current on legislative updates which means that they will be attending various trainings throughout the fiscal year. The line item for training, seminars and conferences needs additional funds to cover the registration for this trainings.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
from	0100.0440.003901	Publications/Books/Periodicals	120.00	
to	0100.0440.004232	Training, Seminars, Conference	120.00	

Form Review**Inbox**
County Judge Exec Asst.
Budget Office**Reviewed By**
Wendy Coco
Ashlie Blaylock**Date**
09/01/2011 03:24 PM
09/08/2011 09:01 AM
Started On: 09/01/2011 11:43 AM

Form Started By: Judy Kocian

Final Approval Date: 09/08/2011

Commissioners Court - Regular Session

7.

Meeting Date: 09/13/2011

Line Item Transfer

Submitted By: Ashlie Blaylock, Budget Office**Department:** Budget Office**Agenda Category:** Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for HazMat

Background

Fuel funding has been depleted. This transfer will cover costs through the end of FY '11.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0542-004412	HazMat/Error & Omissions	\$325		
From	0100-0542-004610	HazMat/Rent	\$32		
From	0100-0542-004543	HazMat/Repairs to Equip	\$500		
To	0100-0542-003301	HazMat/Gasoline	\$857		

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2011 02:51 PM
Form Started By: Ashlie Blaylock		Started On: 09/06/2011 12:39 PM
	Final Approval Date: 09/07/2011	

Commissioners Court - Regular Session**8.****Meeting Date:** 09/13/2011

Line Item Transfer

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

Information**Agenda Item**

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0665-003100	Office Supplies	575.66		
To	0100-0665-003005	Office Furniture	575.66		

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/08/2011 08:57 AM
Budget Office	Ashlie Blaylock	09/08/2011 09:01 AM
Form Started By: Donna Colburn		Started On: 09/06/2011 01:17 PM
	Final Approval Date: 09/08/2011	

Commissioners Court - Regular Session**9.****Meeting Date:** 09/13/2011

Line Item Transfer

Submitted By: Jessica Schmidt, J.P. Pct. #4**Department:** J.P. Pct. #4**Agenda Category:** Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for JP4.

Background

JP 4 is requesting a line item transfer to Temporary Labor to cover labor expenses for Temp. Collections Coordinator resigned and we have a Temp in the position on a probationary basis. Also line item transfers to compensate for travel and expenses incurred in Training, Jurors and Membership Dues due to unforeseen increase in costs in training, increase in number of jury trials and unanticipated increase membership dues.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0454.001100	Salaries	\$1164.80		
From	0100.0454.003006	Office Equipment	\$18.22		
From	0100.0454.003120	Printer Supplies	\$2.38		
From	0100.0454.004130	Court Appointed Attorneys	\$500.00		
From	0100.0454.004410	Bond Premiums	\$60.53		
From	0100.0454.004500	Maintenance Contracts	\$138.46		
From	0100.0454.004621	Copier Rental & Supplies	\$1000.00		
From	0100.0454.004544	Repairs to Office Equipment	\$29.41		
To	0100.0454.001107	Temp Labor	\$1164.80		
To	0100.0454.004232	Training, Conf. & Seminars	\$1719.00		
To	0100.0454.004002	Jurors	\$10.00		
To	0100.0454.003900	Membership Dues	\$20.00		

Form Review

Inbox
County Judge Exec Asst.
Budget Office

Reviewed By
Wendy Coco
Ashlie Blaylock

Date
09/08/2011 08:57 AM
09/08/2011 09:02 AM
Started On: 09/07/2011 01:51 PM

Form Started By: Jessica Schmidt

Final Approval Date: 09/08/2011

Commissioners Court - Regular Session**10.****Meeting Date:** 09/13/2011

Line Item Transfer

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

Information**Agenda Item**

Discuss and consider a line item transfer for Commissioner Precinct Two.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100.0212.003010	Computer Equipment	\$350.00	
To	100.0212.004232	Training	\$350.00	

Form Review**Inbox**
County Judge Exec Asst.**Reviewed By**
Wendy Coco**Date**
09/08/2011 08:57 AM
Started On: 09/07/2011 03:05 PM

Form Started By: Grimes Kathy

Final Approval Date: 09/08/2011

Commissioners Court - Regular Session**11.****Meeting Date:** 09/13/2011

Line Item Transfer

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

Information**Agenda Item**

Discuss and consider approving a line item transfer for Emergency Management.

Background

Funds are being used to restripe primary vehicle (placing reflective safety striping to rear and replace side markings as they are peeling) and add equipment to continuously view emergency management related information i.e. CAD, WEbEOC, Radar, etc. The vehicle insurance was overage on the additional insurance purchased for the command bus not standard vehicle liability insurance.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0541.004210	Internet	2000.00		
To	0100.0541.003002	Vehicle Equipment	2000.00		
From	0100.0541.004414	Vehicle Insurance	1000.00		
To	0100.0541.003005	Office Furniture	1000.00		

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/08/2011 08:57 AM
Budget Office	Ashlie Blaylock	09/08/2011 09:23 AM
Form Started By: Jarred Thomas		Started On: 09/08/2011 07:42 AM
	Final Approval Date: 09/08/2011	

Commissioners Court - Regular Session**12.****Meeting Date:** 09/13/2011

Line Item transfer

Submitted For: John Bradley**Submitted By:**Judy Kocian, District
Attorney**Department:** District Attorney**Agenda Category:** Consent

Information**Agenda Item**

To discuss and consider approving a line item transfer for District Attorney's Office.

Background

Video tapes/CD/DVD's are utilized for trial purposes and presentations to the grand jury related to felony cases. Current line item has been depleted due to the multitude of felony cases.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0440.004932	Trial Expenses	\$ 100.00	
To	0100.0440.003398	Video Tapes/CD/DVD	\$ 100.00	

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/08/2011 09:44 AM
Budget Office	Ashlie Blaylock	09/08/2011 11:15 AM
Form Started By: Judy Kocian		Started On: 09/08/2011 09:33 AM
	Final Approval Date: 09/08/2011	

Commissioners Court - Regular Session**13.****Meeting Date:** 09/13/2011

Line Item Transfer

Submitted For: Jana Duty**Submitted By:**Vicki Vickers, County
Attorney**Department:** County Attorney**Agenda Category:** Consent

Information**Agenda Item**

Discuss and consider approving a Line Item Transfer for the County Attorney's Office.

Background

Money is needed in the line item that covers Video tapes and DVD's. Discovery requests are increasing and additional funds are necessary.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
To	0100-0475-003398	Video Tapes/DVDs	600.00	
From	0100-0475-004350	Printed Materials and Bindings	600.00	

Form Review**Inbox**
County Judge Exec Asst.
Budget Office**Reviewed By**
Wendy Coco
Ashlie Blaylock**Date**
09/08/2011 10:02 AM
09/08/2011 10:29 AM
Started On: 09/08/2011 09:54 AM

Form Started By: Vicki Vickers

Final Approval Date: 09/08/2011

Commissioners Court - Regular Session**14.****Meeting Date:** 09/13/2011

Line Item Transfer

Submitted By: Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Replace a PC that has been experiencing a lot of down time and cause work interruption to an employee. Replace a phone that is not functioning properly.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0495-004505	Software Maintenance	\$794.24	
To	0100-0495-003006	Office Equipment	\$300	
To	0100-0495-003010	Computer Equipment< \$5000	\$494.24	

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

Form Started By: Julie Kiley

Reviewed By
Wendy Coco

Final Approval Date: 09/08/2011

Date
09/08/2011 10:57 AM
Started On: 09/08/2011 10:39 AM

Commissioners Court - Regular Session**15.****Meeting Date:** 09/13/2011

BLI Transfer

Submitted For: Scott Matthew**Submitted By:**John Pelczar, Juvenile
Services**Department:** Juvenile Services**Agenda Category:** Consent

Information**Agenda Item**

Discuss and take action on Budget Line Item Transfer for Juvenile Services

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100.0576.004510	Facility Maintenance	3600.00	
To	100.0576.003301	Gasoline	3600.00	

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/08/2011 11:26 AM
Budget Office	Wendy Coco	09/09/2011 03:20 PM
Form Started By: John Pelczar		Started On: 09/08/2011 10:53 AM
	Final Approval Date: 09/09/2011	

Commissioners Court - Regular Session**16.****Meeting Date:** 09/13/2011

Road Closure Rattan Creek

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

Information**Agenda Item**

Consider closing Tamayo on Sept. 24, 2011 from Dallas to Amasia from 8:00 a.m. until 9:30 a.m. for a 5k run/race and consider loaning cones and barricades.

Background

This is a 5K run/race that will open the Rattan Creek Festival

Location of Road Closure is Tamayo from Dallas to Amasia. The following roads will remain open but will have the bike lane coned off. Amasia from Tamayo to Humphrey, Humphrey from Amasia to Tamayo, Dallas Drive from Tamayo to Greybull Trail, Greybull Trail from Dallas Dr. to Kerrville Folkway, Buccaneer Trail from Kerrville Folkway to Greybull Trail.

The race will take place in Rattan Creek near Parmer Lane and Anderson Mill.

Event Date and Start Time is 9/24/2011 8:00 AM:

Event End Time 9/24/2011 9:30 AM

There are no alternate dates selected. The head count is approximately 300.

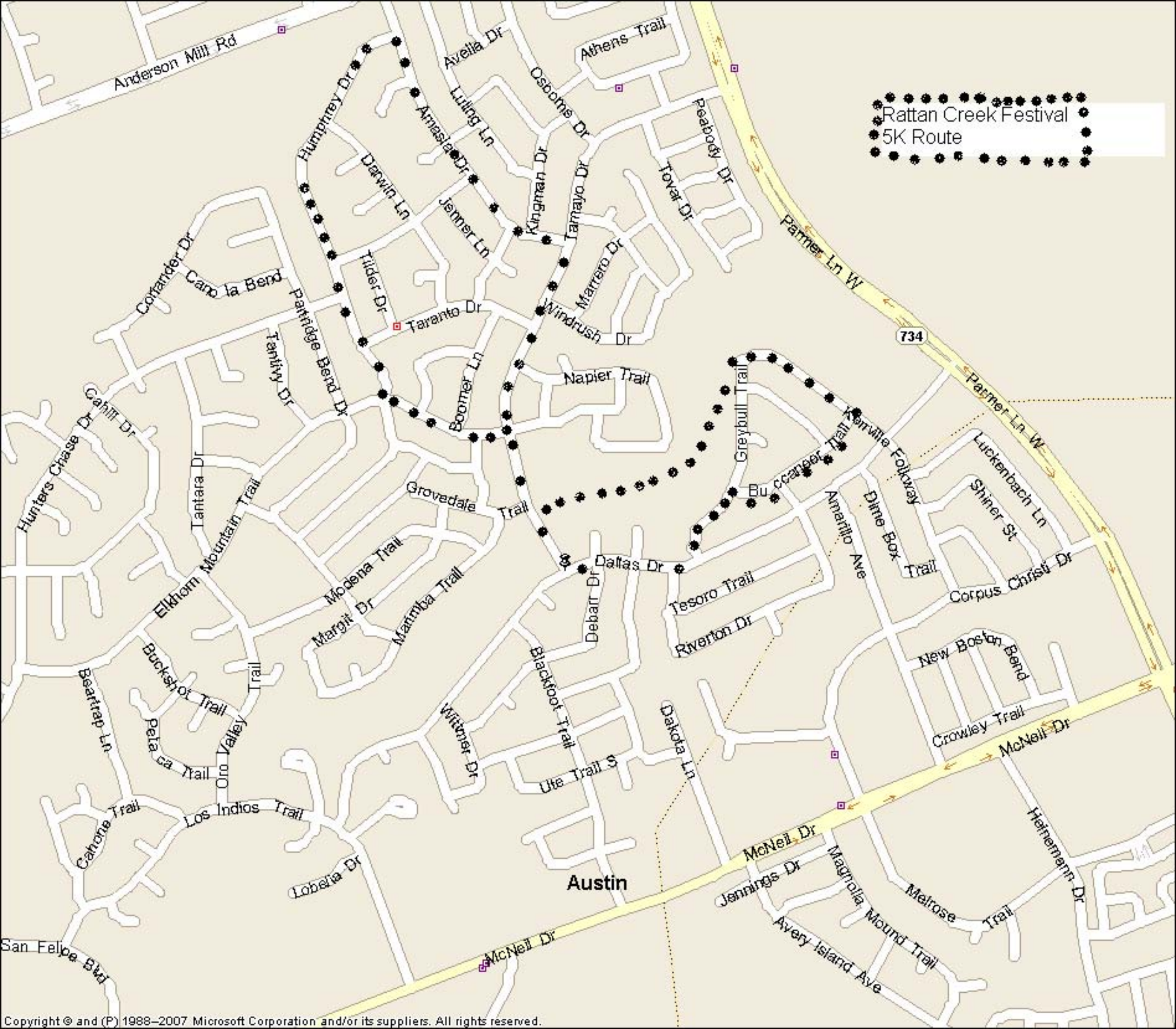
This closure was requested by Dallas Hall.

This road closure has been routed through the county road closure process and Capt. Gleason is working with Ms. Hall to coordinate the closure of Tamayo to reduce the length of the closure in order to accommodate traffic flow for ease of constituents while still providing a safe route for the race.

Ron Roberts has stipulated that cones and barricades will be available for this race as well as the Hairy Man Festival, barring of course, any unforeseen emergencies that may arise.

Attachments[Rattan Creek Road Closure](#)**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2011 02:51 PM
Form Started By: Mary Clark		Started On: 09/01/2011 11:36 AM
	Final Approval Date: 09/07/2011	



Commissioners Court - Regular Session**17.****Meeting Date:** 09/13/2011

Pilot Place National Night Out

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

Information**Agenda Item**

Discuss and take action on the Road Closure for Pilot Place in Georgetown for National Night Out October 4, 2011. This has been through the approval process.

Background

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2011 02:53 PM
Form Started By: Terri Countess		Started On: 09/07/2011 09:37 AM
	Final Approval Date: 09/07/2011	

Commissioners Court - Regular Session**18.****Meeting Date:** 09/13/2011

Setting speed limit on Select Roads

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

Information**Agenda Item**

Discuss and consider setting speed limit of 35 mph on CR 446 from CR 445 to FM 112, Pct. #4.

Background

At the request of an adjacent property owner, we are proposing to establish a speed limit on this road.

AttachmentsCR 446**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/08/2011 11:26 AM
Form Started By: Joe England		Started On: 09/08/2011 11:01 AM
	Final Approval Date: 09/08/2011	

Joe M. England, P.E.
County Engineer



3151 SE Inner Loop, Suite B
Georgetown, Texas 78626
Telephone (512) 943-3336
Fax (512) 943-3335

**Williamson County
Unified Road System**

To: Williamson County Commissioners' Court
From: Joe M. England P.E., County Engineer
Date: September 8, 2011
**Subject: Proposed Speed Limit on
County Road 446**



According to the 2006 edition of the Texas Manual on Uniform Traffic Control Devices the following factors should form the basis of an engineering and traffic investigation for determining the proper numerical value for a speed zone. The factors are as follows:

When a speed limit is to be posted, it should be within 5 mph of the 85th-percentile speed of free-flowing traffic.

Option:

Other factors that may be considered when establishing speed limits are the following:

- A. Road characteristics, shoulder condition, grade, alignment, and sight distance;
- B. The pace speed;
- C. Roadside development and environment;
- D. Parking practices and pedestrian activity; and
- E. Reported crash experience for at least a 12-month period.

Upon my field investigation, I found that the section of County Road 446 from County Road 445 to FM 112 consist of a rural street design within a rural agricultural environment with no currently posted speed limit.

September 8, 2011

Page Two

The section of County Road 446 from County Road 445 to FM 112 consist of approximately 40 feet of right-of-way (ROW), a two lane undivided section. The grade is flat with several severe horizontal curves. There is some roadside development and culture (rural residential) which generates roadside friction. There is no parking within the right-of-way. There is no pedestrian activity. To this date, I have no accident information for the last 12-month period that would dictate any certain speed limit.

A speed study was conducted on May 10, 2011. The result of these studies shows an 85% speed of 35 MPH. The 10 MPH pace speed was a range of 28-37.

The pace speeds would indicate a proposed posting of either 30 or 35 MPH with the 85% suggesting the upper limit of this range. Due to the rural nature of the roadway, we should consider the upper limit of this range. With these factors in mind, it is my professional opinion that a posting of 35 MPH is proper for the section of County Road 446 from County Road 445 to FM 112.

21220 Jakes Hill Rd

Hutto, TX 78634

512-832-8650

Latitude: 0' 0.000 Undefined

Southbound, Northbound																Latitude: 0 0.000 Longitude:	
Start Time	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	Pace	Number
	15	20	25	30	35	40	45	50	55	60	65	70	75	999		Speed	In Pace
5/10/11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		*
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		*
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		*
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		*
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		*
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		*
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		*
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		*
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		*
09:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		*
10:00	0	0	0	0	1	1	0	0	0	0	0	0	0	0	1	27-36	1
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27-36	2
12 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
13:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
15:00	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	23-32	2
16:00	0	2	0	1	1	0	0	0	0	0	0	0	0	0	0	8-17	2
17:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	22-31	1
18:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
23:00	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	17-26	2
Total	0	2	1	2	5	2	0	0	0	0	0	0	0	0	12		
Percent	0.0%	16.7%	8.3%	16.7%	41.7%	16.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak					10:00	09:00									10:00		
Vol.					1	1									2		
PM Peak		16:00	23:00	16:00	15:00										16:00		
Vol.		2	1	1	2										4		
Total	0	2	1	2	5	2	0	0	0	0	0	0	0	0	12		
Percent	0.0%	16.7%	8.3%	16.7%	41.7%	16.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
15th Percentile : 17 MPH																	
50th Percentile : 31 MPH																	
85th Percentile : 35 MPH																	
95th Percentile : 36 MPH																	
Stats																	
10 MPH Pace Speed : 28-37 MPH																	
Number In Pace : 9																	
Percent In Pace : 75.0%																	
Number of Vehicles > 55 MPH : 0																	
Percent of Vehicles > 55 MPH : 0.0%																	
Mean Speed(Average) : 30 MPH																	

Commissioners Court - Regular Session**19.****Meeting Date:** 09/13/2011

Special Zone Parking Stopping etc

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

Information**Agenda Item**

Discuss and consider approving a No Parking, Stopping, or Standing Zone along Chandler Creek Blvd. adjacent to Double File Elementary, Pct. 4.

Background

At the request of the school district, we are submitting a no parking, stopping, or standing zone adjacent to Double File Elementary School on Chandler Creek Blvd.

Attachments[Chandler Creek Blvd No Parking Zone](#)**Form Review****Inbox**
County Judge Exec Asst.

Form Started By: Joe England

Reviewed By
Wendy Coco

Final Approval Date: 09/08/2011

Date
09/08/2011 11:26 AM
Started On: 09/08/2011 11:17 AM

Joe M. England, P.E.
County Engineer



3151 SE Inner Loop, Suite B
Georgetown, Texas 78626
Telephone (512) 943-3336
Fax (512) 943-3335

**Williamson County
Unified Road System**

To: Williamson County Commissioners' Court

From: Joe M. England P.E., County Engineer

Date: September 8, 2011

**Subject: Proposed No Parking, Stopping, or Standing Zone
on Chandler Creek Blvd.**



Based upon recent complaints, I have investigated parking practices along Chandler Creek Blvd. adjacent to Double File Elementary. I noticed that the public is parking, stopping, and standing their vehicles immediately adjacent to the nearby intersection of the school entrance and the intersection of Beckwood Trail. As cars are attempting to turn into the school, the outbound traffic cannot proceed due to the car waiting to turn and the adjacent parked car thus creating a public safety hazard.

In view of the request and based upon my traffic engineering study conducted in the field, it is my professional opinion that public safety would be enhanced if a no parking zone would be adopted along Chandler Creek Blvd. along the northbound lane from Beckwood Trail southward 400 feet as shown on the attachment.

I have met with the principal of Double File Elementary and the Director of Transportation for RRISD. Both are in agreement with this approach.



NO PARKING, STOPPING, OR STANDING
7:15-7:50 AM 2:30-3:15 PM
SCHOOL DAYS ONLY

Commissioners Court - Regular Session

20.

Meeting Date: 09/13/2011

Weekly Asset Transfers

Submitted For: Bob Space

Submitted By:

Patrick Strittmatter,
Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

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

Background

Attachments

Asset Transfer Forms

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2011 02:53 PM
Form Started By: Patrick Strittmatter		Started On: 09/07/2011 08:31 AM
	Final Approval Date: 09/07/2011	

Williamson County

Asset Status Change Form

Print Form

sent
8/20**The following asset(s) is(are) considered for: (select one)**

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP deskjet 9800 printer	MY7762Z092		Working
1	Dell Poweredge SC1435 server	JD907C1	C02436	Non-Working

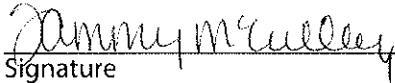
Parties involved:**FROM** (Transferor Department): Information Technology Services**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

Tammy McCulley

Tammy McCulley

Print Name

Print Name



August 30, 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 30, 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

sent
8/30

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

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

Asset List:

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

Parties involved:

FROM (Transferor Department): 570 Corrections

Transferor - Elected Official/Department Head/Authorized Staff:

LC Marshall

Print Name

Signature

August 26, 2011

Date

Contact Person:

Emily Hajda

Print Name

+1 (512) 943-1324

Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

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 _____

[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)
6	keyboards	Various		Working
3	mice	Dell		Working
1	56K Fax Modem	US Robotics		Non-Working
x3	Multi-Media speakers	Dell		Working
x5	Desktop Computer	Dell	C00051, C00026, C00027, C00035, C00933-	Working Non-Working

Parties involved:**FROM** (Transferor Department): Elections Dept 492**Transferor - Elected Official/Department Head/****Authorized Staff:**

Rick Barron

Print Name

Signature

Contact Person:

Rick Barron

Print Name

943-1622

Phone Number

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

Print Name

Signature

Contact Person:

Tony Hill

Print Name

943-3314

Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	APC Battery Backup/Surge Protector	Model DL725VT, Serial #s 3B0606X43407,		Non-Working
		3B0606X43380		Non-Working
2	APC Battery Backup/Surge Protector	Model BP700UC, Serial #s 3B01718X24207		Non-Working
		3B0718X24222		Non-Working
18	Plastic Ballot Boxes			

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

Kay Eastes

Print Name

Signature

Kay Sparkman

Print Name

+1 (512) 943-1156

Phone Number

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

Print Name

Signature

Date

Tony Hill

Print Name

+1 (512) 943-3314

Phone Number

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

Forward to County Auditor's Office

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

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

p 1 of 2 pp

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
26	Lids for plastic Ballot Boxes		N/A	
4	Wooden mallets	Link Star 502-10	N/A	
5	7-oz. Claw hammers	Workforce 676-922	N/A	
2	Ball-peen hammers	Craftsman	N/A	
714	Green legal-size hanging file folders	Smead	N/A	

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

Kay Eastes

Kay Sparkman

Print Name

Print Name

Signature

Date

+1 (512) 943-1156

Phone Number

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

Tony Hill

Print Name

+1 (512) 943-3314

Phone Number

Print Name

Signature

Date

* 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 _____

p 2 of 2 pp

Williamson County

Asset Status Change Form

 sent 8/30
 Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	Black end tables	None	None	Working
1	Desk	None	None	Working
1	Desk top unit	None	None	Working

Parties involved:
FROM (Transferor Department): Warehouse

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

Tony Hill

Tony Hill

Print Name

Print Name

Signature

August 23, 2011

943-3314

Date Phone Number

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

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

Contact Person:

Donna Colburn

Donna Colburn

Print Name

Print Name

Signature

August 23, 2011

943-3314

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 _____

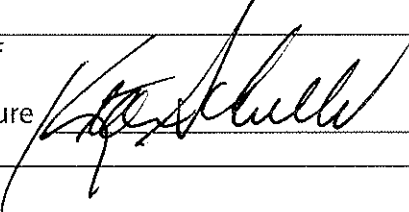
If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____



Williamson County

Vehicle Status Change Form

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

1) Identify Vehicle:				
2FAFP71W01X159451		EMS - 0540		EA0104
Vehicle Identification Number		Department		Door Number
108 2322	2001	Ford	Crown Victoria	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 <u>145,500</u>				
☐ Not mechanically sound				
☐ Other: Explain				
3) Elected Official/Department Head/Authorized Staff				
Print <u>Kenny Schnell</u>		Signature 		Date <u>August 29, 2011</u>

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

1) Method of Status Change: This vehicle is to be considered for: (Select one)	
☒ SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation	☐ TRANSFER between county departments
☐ TRADE-IN for new assets of same general type for the county	Comments: _____
☐ SALE to a government entity / civil or charitable organization in the county at fair market value	Receiving Department: _____
☐ 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 <u>Mike Fox</u>	Signature  Date <u>8-31-11</u>

Commissioners Court - Regular Session**21.****Meeting Date:** 09/13/2011

Extension of existing annual contracts for FY2012

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

Information**Agenda Item**

Discuss and consider taking appropriate action on extending annual contracts for FY2012 for Hygiene Products (Jail) and Hauling (Road and Bridge).

Background

The bids being recommended for renewal allow for a CPI increase at renewal time. The CPI tied to these renewals is the one for March 2011 which was posted at 2.7%. Information received indicates that the CPI is rising and a re-bid at this time would likely result in increased costs. (The most current CPI for July was 3.6%). The Departments are requesting renewals as they are satisfied with current vendors performance and pricing.

AttachmentsJail Hygiene ProductsURS Hauling**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Bob Space	09/08/2011 10:27 AM
Hal Hawes	Lucille D'Elia	09/09/2011 09:42 AM
Jim Gilger	Jim Gilger	09/09/2011 09:52 AM
County Judge Exec Asst.	Wendy Coco	09/09/2011 03:20 PM
Form Started By: Kerstin Hancock		Started On: 09/07/2011 04:36 PM
	Final Approval Date: 09/09/2011	



P.O. Box 21056

Waco, TX

76702-1056

May 19, 2011

Kerstin Hancock
Williamson County Purchasing Department
301 SE Inner Loop Suite 106
Georgetown, TX 78626

RE: Bid/Contract# 11WCA016; Hygiene Products for Williamson County Jail

Dear Ms. Hancock,

ICS Jail Supplies, Inc would like extend the above mentioned contract for an additional year with a price increase of 2.7%. Please see attached form with proposed prices. The contract period will be through September 30, 2012.

If you have any questions or require any additional information, please give us a call. We appreciate your business and look forward to hearing from you soon.

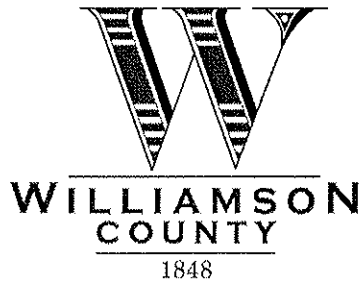
Sincerely,



Michelle Markum
Director of Operations

MLM/lew

Description	Case Pack	Item #	Old Case Price	New Case Price
Bath Soap 3 oz Bar	72	S3	\$ 13.68	\$ 14.05
Toothpaste .85oz	144	T008P	\$ 15.84	\$ 16.27
Toothbrush 30 Tuft	144	TBSH	\$ 5.04	\$ 5.18
Single Blade Razor	2000	RAZ1	\$ 100.00	\$ 102.70
Pocket Comb 5"	2160	C-5	\$ 32.40	\$ 33.27
Sanitary Napkin	288	TSN300	\$ 14.40	\$ 14.79
Clear Shampoo, 2oz	96	T129	\$ 15.36	\$ 15.77



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

<http://www.williamson-county.org/Procurement>

March 1, 2011

ICS Jails Supplies, Inc.
Michelle Markum
PO Box 21056
Waco, TX 76702

Re: Bid/Contract # 11WCA016; Hygiene Products for Williamson County Jail

Dear Ms. Markum,

The Williamson County Commissioners Court has approved awarding the contract for Hygiene Products to your company for the remainder of this fiscal year ending September 30, 2011. The award will be for the same pricing, terms and conditions as the bid submitted by you in July 2010.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you for your continued interest in doing business with Williamson County.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Assistant Purchasing Agent
Williamson County

BID NUMBER: 11WCA016

BID SPECIFICATIONS

Shipment quantities will be specified on the purchase order.

Where a brand name is shown, bid the brand name or equal. Identify the brand being bid and the product/order number.

Provide a sample of each product you are bidding with your bid.

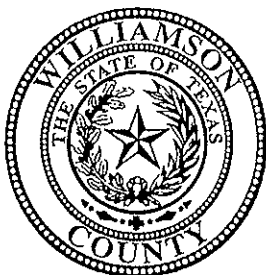
During the contract period if a product is discontinued the county is to be notified immediately so substitutions or other arrangements can be made.

WILLIAMSON COUNTY JAIL – HYGIENE PRODUCTS:

Shipping Address:	Attn: Capt. Kathleen Pokluda 306 West 4 th Street Georgetown, TX 78626	
Billing Address:	Attn: Toni Mace 508 South Rock Street Georgetown, TX 78626	
Point Of Contact:	Capt. Kathleen Pokluda	512/943-1407

Delivery time after receipt of purchase order 30 days.
Delivery time shall be a consideration in the evaluation process.

Awarded bidder is to notify the county immediately if a product is not going to be shipped in time to be received by the County in the above stated time frame.



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

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

INVITATION FOR BIDS

HYGIENE PRODUCTS FOR WILLIAMSON COUNTY JAIL

BID NUMBER: 11WCA016

BIDS MUST BE RECEIVED ON OR BEFORE: JULY 20, 2010 – 1:30 PM

BIDS WILL BE PUBLICLY OPENED: JULY 20, 2010 – 2:00 PM

BID SUBMISSION

DEADLINE: Bids must be received in the Williamson County Purchasing Department **on or before 1:30am on Tuesday, July 20, 2010 and will be publicly opened at 2:00 pm or soon thereafter** in the Williamson County Purchasing Department, 301 SE Inner Loop – Suite 106, Georgetown, Texas.

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

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

BID REQUIREMENTS

SUBMITTAL: DUPLICATE: Bids are to be submitted in duplicate (1 original complete bid set and 1 copy of the bid set). The bid sets should be marked "original" or "copy". A "bid set" consists of the COMPLETED AND SIGNED Bid Form and any other required documentation. All copies should have the same attachments as the original.

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

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

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

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

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

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

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

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

AWARD

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

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

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County.

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

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

CONTRACT ADMINISTRATION: Under this contract, Kurt Showalter, Financial Manager, Williamson County Sheriff's Office, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful bidder.

CONTRACT PERIOD(S): The Initial Contract Period is October 1, 2010 through September 30, 2011. Possible extensions include:

October 1, 2011 through September 30, 2012
October 1, 2012 through September 30, 2013

CONTRACT EXTENSIONS: At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than the consumer price index, All urban consumers (CPI-U), US City Average, all items, as published by the United States Department of Labor, Bureau of Labor Statistics. The yearly increase in the CPI shall be the latest index published one hundred and eighty (180) days prior to the end of the contract year.

HYGIENE PRODUCTS FOR JAIL BID

The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

BID CONTACTS

Any questions, clarifications or requests for general information should be directed to the contacts listed below. Question submittals must be made via email, and are **due by 5:00 PM on Thursday, July 15, 2010**. Every effort will be made to answer questions within 24 hours of receiving them, with an email response.

All submitted questions with their answers will be posted and updated on a daily basis to the Williamson County portal, <http://wilco-online.org/ebids/bids.aspx>

PURCHASING CONTACT:

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

TECHNICAL CONTACT:

Capt. Kathleen Pokluda
306 West 4th Street
Georgetown, TX 78626
(512) 943-1407
kpokluda@wilco.org

MISCELLANEOUS

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

FIRM PRICING: All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. Unless the Bid expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2011. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best bid, but for no longer than the current fiscal year.

ESTIMATED QUANTITIES: The estimated quantity of each item listed in the notice is only an estimate -- the

actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas

Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2008 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: <http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

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

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

TERMINATION FOR DEFAULT: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

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

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

WORKER'S COMPENSATION

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

BID SPECIFICATIONS

Shipment quantities will be specified on the purchase order.

Where a brand name is shown, bid the brand name or equal. Identify the brand being bid and the product/order number.

Provide a sample of each product you are bidding with your bid.

During the contract period if a product is discontinued the county is to be notified immediately so substitutions or other arrangements can be made.

WILLIAMSON COUNTY JAIL -- HYGIENE PRODUCTS:

Shipping Address:	Attn: Capt. Kathleen Pokluda 306 West 4 th Street Georgetown, TX 78626	
Billing Address:	Attn: Toni Mace 508 South Rock Street Georgetown, TX 78626	
Point Of Contact:	Capt. Kathleen Pokluda	512/943-1407

Delivery time after receipt of purchase order _____.
Delivery time shall be a consideration in the evaluation process.

Awarded bidder is to notify the county immediately if a product is not going to be shipped in time to be received by the County in the above stated time frame.

WILLIAMSON COUNTY BID FORM
HYGIENE PRODUCTS FOR WILLIAMSON COUNTY JAIL
ANNUAL CONTRACT
BID NUMBER: 11WCA016

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

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

ITEM #	DESCRIPTION	BRAND & PRODUCT/ORDER #	SPECIFY # /CASE	UNIT	UNIT PRICE
1	Bath Soap, 3oz Bar, individually wrapped, must not contain animal fats (provide MSDS) Colgate-Palmolive Cashmere or equal				
2	Toothpaste with fluoride, .085 oz tubes, Colgate Spring Fresh or equal				
3	Toothbrush, 30 tuft, full head, adult medium, individually wrapped, Colgate or equal				
4	Single blade razor, BIC or equal				
5	Pocket comb, 5 inch, black plastic				
6	Sanitary napkins, 4 1/4" x 3" x 1 1/8" folded size, individually packaged, Stayfree or equal				
7	Clear shampoo in clear, plastic, 2 oz bottle, mild formula good for everyday use, all hair types				

CHECK ONE OF THE FOLLOWING:

☐ low item basis. (Will accept award on "any or all" items.)

☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

By signing this form:

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

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

Signature of Person Authorized to Sign BID

Date of BID: _____

Printed Name and Title of Signer: _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

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



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ISP To Increase Global Prices an Additional 10%

Posted May 2, 2011 9:28 am by [Ray Latif](#)

3

Like

Be the first of your friends to like this.

Wayne, N.J. (May 2, 2011) – International Specialty Products Inc. (ISP) will increase global prices for polymers, vinyl monomers, emollients, emulsifiers, preservatives and encapsulates 10% effective June 1, 2011, or as contracts allow.

This increase applies to products sold into the personal care, pharmaceutical, oral care, beverage, performance chemicals and agricultural markets. This price increase is in addition to the 10% increase that was previously announced effective February 1, 2011. This additional price increase is necessary due to continued material and energy cost escalation.

About ISP

International Specialty Products Inc. (ISP) is a leading global supplier of specialty chemicals and performance enhancing products for a wide variety of personal care, pharmaceutical, beverage and industrial applications. ISP produces more than 500 specialty chemicals, which it markets and sells worldwide. The company's headquarters is located in Wayne, New Jersey, USA.

[Add New Comment](#)[Login](#)

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal –Hauling for Williamson County contract# 11WCA014
Primary vendor

Ms. Hancock:

This letter is to inform Williamson County that Panther Creek Transportation Inc. wishes to renew our current contract with the agreed upon 2.7% CPI increase. All other terms and conditions of the contract shall remain the same as the existing contract. A copy of the revised price sheet reflecting the CPI increase has been included for your records.

The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

Sincerely,

Terry Tilley

Panther Creek Transportation Inc.

A handwritten signature in black ink, appearing to read "Terry Tilley", with a stylized flourish at the end.

ORIGINAL
2.7% CPI INCREASE INCLUDED

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Hauling – Contract 11WCA014

October 1, 2011– September 30, 2012 YEARLY BID

Item #	Description	Unit	Price
1	Haul 0.0 to 5.5 miles	Ton Miles	\$1.57/ton
	Haul 5.6 to 10 miles	Ton Miles	\$2.10/ton
2	Haul Liquid Asphalt	Hourly Trailers	NA
	Haul Liquid Asphalt	Hourly Tandems	NA
Item #1 Schedule	Mileage Chart showing Prices for 10 plus miles	Ton Miles	
11 miles	\$2.16/ton	33 miles	\$5.03/ton
12 miles	\$2.23/ton	34 miles	\$5.16/ton
13 miles	\$2.31/ton	35 miles	\$5.30/ton
14 miles	\$2.39/ton	36 miles	\$5.68/ton
15 miles	\$2.53/ton	37 miles	\$5.86/ton
16 miles	\$2.73/ton	38 miles	\$6.00/ton
17 miles	\$2.80/ton	39 miles	\$6.10/ton
18 miles	\$2.83/ton	40 miles	\$6.30/ton
19 miles	\$3.00/ton	41-45 miles	\$7.05/ton
20 miles	\$3.08/ton	46-50 miles	\$7.83/ton
21 miles	\$3.19/ton	51-55 miles	\$8.35/ton
22 miles	\$3.29/ton	56-60 miles	\$8.70/ton
23 miles	\$3.35/ton	61-65 miles	\$10.04/ton
24 miles	\$3.51/ton	66-70 miles	\$10.85/ton
25 miles	\$3.57/ton	71-75 miles	\$11.09/ton
26 miles	\$3.84/ton	76-80 miles	\$11.69/ton
27 miles	\$3.93/ton	81-85 miles	\$12.22/ton
28 miles	\$4.09/ton	86-90 miles	\$12.70/ton
29 miles	\$4.20/ton	91-95 miles	\$14.06/ton
30 miles	\$4.38/ton	96-100 miles	\$14.50/ton
31 miles	\$4.73/ton	101-105 miles	\$15.19/ton
32 miles	\$4.88/ton		

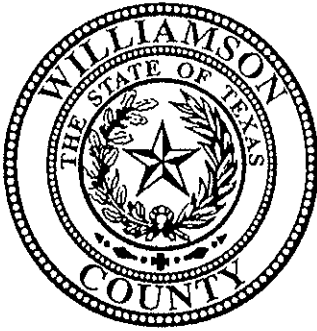
Sincerely,
Terry Tilley
Georgetown Transportation, Intl.

Panther Creek Transportation, Inc
P.O. Box 2715
Georgetown, TX 78627
512.746.4224

To Whom It May Concern:

Georgetown Transportation has been purchased by Panther Creek Transportation effective October 1, 2010. All operations and personnel will remain the same, other than ownership. Panther Creek Transportation will honor any and all rates or contracts established by Georgetown Transportation.

Kind Regards,
Terry Tilley - GM
Panther Creek Transportation



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

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

September 16, 2009

Georgetown Transportation
Terry Tilley
P.O. Box 1106
Georgetown, TX 78627

RE: Bid/Contract # 10WCA014- Hauling
(Primary)

Dear Mr. Tilley,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Hauling to your company as indicated above for the contract period October 1, 2009 through September 30, 2010. Your contract number is 10WCA014.

The bid tabulation is attached and is also located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at khancock@wilco.org.

Thank you again for your participation.

Sincerely,

Kerstin Hancock

Kerstin Hancock
Purchasing Specialist
Williamson County

WILLIAMSON COUNTY BID FORM
HAULING FOR WILLIAMSON COUNTY
UNIFIED ROAD AND BRIDGE SYSTEM

Original

ANNUAL CONTRACT

BID NUMBER: 10WCA014

NAME OF BIDDER: Georgetown Transportation, Intl.

Mailing Address: P.O. Box 1106

City: Georgetown State: TX Zip: 78627

Email Address: ttiley@georgetowntransportation.com

Telephone: (512) 746-4224 Fax: (512) 746-5103

ITEM #	DESCRIPTION	UNIT	UNIT PRICE
1	Hauling, 0.0 to 5.5 Miles Mile Minimum:	ton mile	\$1.50/ton
	Hauling, 5.6 to 10.0 Miles Mile Minimum:	ton mile	\$1.99/ton
	Belly Dump ☒ YES ☐ NO		
	End Dump ☒ YES ☐ NO		
	Bob Tail ☒ YES ☐ NO		
ATTACH A MILEAGE CHART SHOWING PRICES FOR 10 PLUS MILES.			
<u>NOTE ANY EXCEPTIONS:</u>			
2	Hauling - Liquid Asphalt Bid: Railroad Commission Rates - Attach A Schedule		
<u>NOTE ANY EXCEPTIONS:</u>			

Original

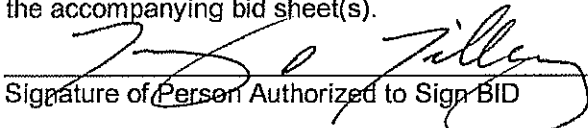
CHECK ONE OF THE FOLLOWING:

- ☒ low item basis. (Will accept award on "any or all" items.)
- ☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

By signing this form:

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

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

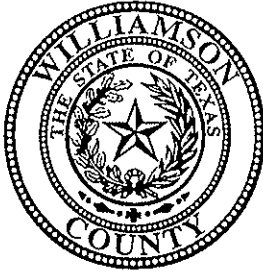

Signature of Person Authorized to Sign BID

Date of BID: 8/25/09

Printed Name and Title of Signer: Terry Tilley - General Manager

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

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



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

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

INVITATION FOR BIDS

HAULING FOR WILLIAMSON COUNTY UNIFIED ROAD AND BRIDGE SYSTEM

ANNUAL CONTRACT

BID NUMBER: 10WCA014

BIDS MUST BE RECEIVED ON OR BEFORE: AUGUST 05, 2009 – 9:30 AM

BIDS WILL BE PUBLICLY OPENED: AUGUST 05, 2009 – 10:00 AM

BID SUBMISSION

DEADLINE: Bids must be received in the Williamson County Purchasing Office **on or before 9:30 am on August 05, 2009**. Bids will be publicly opened at **10:00 am or soon thereafter** in the Williamson County Purchasing Office, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas.

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

FAX/EMAIL: Facsimile and electronic mail transmittals are acceptable. For instructions regarding electronic submissions, please visit:

<http://www.wilco.org/vendorinfo>. Failure to follow these instructions may cause your bid to be rejected.

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and time should be clearly marked on the outside of the delivery service envelope.

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- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

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AWARD

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

REJECTION OR ACCEPTANCE: A primary, secondary, and/or tertiary award may be made for this bid. Items may be awarded in total or in part at the sole discretion of the County. Bids may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County.

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

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

CONTRACT ADMINISTRATION: Under this contract, Greg Bergeron, Unified Road and Bridge System Director, Williamson County, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful bidder.

CONTRACT PERIOD(S): The Initial Contract Period is October 1, 2009 through September 30, 2010.
Possible extensions include:

October 1, 2010 through September 30, 2011
October 1, 2011 through September 30, 2012

CONTRACT EXTENSIONS: At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than the consumer price index for that

year. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

ECONOMIC ADJUSTMENT: The awarded Vendor may submit a request for a contract pricing adjustment for approval by the County if the Vendor can show just cause substantiating an adjustment. The requested adjustment must be for supplies and/or services and in no way represent an increase in the Vendors profits, labor, or other overhead. The Vendor's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer detailing the price adjustment, the effective date for the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.

An adjustment request will be effective after approval of Commissioner's Court. The original contract pricing will remain unchanged until the date specified in the contract modification. If an issue regarding an adjustment request is not resolved, the Purchasing Office reserves the right to seek competition from other sources.

Any materials or services delivered by a Vendor at a not agreed upon price are done so at the Vendors risk.

Pricing must remain firm for the first three (3) months of the initial contract period. Any price adjustment may not exceed ten (10) % of the previous price. A minimum period of six (6) months must elapse between adjustment requests.

BID CONTACTS

PURCHASING CONTACT:

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

TECHNICAL CONTACT:

Greg Bergeron
3151 SE Inner Loop – Suite B
Georgetown, TX 78626
(512) 943-3330
roads@wilco.org

MISCELLANEOUS

FOB DESTINATION: All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the

Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

FIRM PRICING: All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. Unless the Bid expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2010. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best bid, but for no longer than the current fiscal year.

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

FUNDING: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2009 thru September 30, 2010 fiscal year.

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

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

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

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

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

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

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

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

As of January 1, 2006 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: http://wcportals.wilco.org/Interest_Conflict/index.html

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

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

TERMINATION FOR DEFAULT: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

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

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the

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

WORKER'S COMPENSATION

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

BID SPECIFICATIONS

Regulated Haulers must be in compliance with all regulations as set forth by the Railroad Commission of Texas.

Regulated Haulers must be a certified carrier of the Railroad Commission of Texas.

All hauling will be done on an "as needed" basis.

The bid analysis will include compliance to bid specifications, past performance with vendor, references, and the overall cost to Williamson County. The County reserves the right to consider deviations from these specifications.

WILLIAMSON COUNTY BID FORM
HAULING FOR WILLIAMSON COUNTY
UNIFIED ROAD AND BRIDGE SYSTEM

ANNUAL CONTRACT

BID NUMBER: 10WCA014

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

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

ITEM #	DESCRIPTION	UNIT	UNIT PRICE
1	Hauling, 0.0 to 5.5 Miles Mile Minimum:	ton mile	
	Hauling, 5.6 to 10.0 Miles Mile Minimum:	ton mile	
	Belly Dump ☐ YES ☐ NO		
	End Dump ☐ YES ☐ NO		
	Bob Tail ☐ YES ☐ NO		
ATTACH A MILEAGE CHART SHOWING PRICES FOR 10 PLUS MILES.			
<u>NOTE ANY EXCEPTIONS:</u>			
2	Hauling - Liquid Asphalt Bid: Railroad Commission Rates - Attach A Schedule		
<u>NOTE ANY EXCEPTIONS:</u>			

CHECK ONE OF THE FOLLOWING:

- ☐ low item basis. (Will accept award on "any or all" items.)
- ☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

By signing this form:

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

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

Signature of Person Authorized to Sign BID

Date of BID: _____

Printed Name and Title of Signer: _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

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

ORIGINAL
2.7% CPI INCREASE INCLUDED

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Hauling – Contract 11WCA014

October 1, 2011– September 30, 2012 YEARLY BID

Item #	Description	Unit	Price
1	Haul 0.0 to 5.5 miles	Ton Miles	\$1.57/ton
	Haul 5.6 to 10 miles	Ton Miles	\$2.10/ton
2	Haul Liquid Asphalt	Hourly Trailers	NA
	Haul Liquid Asphalt	Hourly Tandems	NA
Item #1 Schedule	Mileage Chart showing Prices for 10 plus miles	Ton Miles	
11 miles	\$2.16/ton	33 miles	\$5.03/ton
12 miles	\$2.23/ton	34 miles	\$5.16/ton
13 miles	\$2.31/ton	35 miles	\$5.30/ton
14 miles	\$2.39/ton	36 miles	\$5.68/ton
15 miles	\$2.53/ton	37 miles	\$5.86/ton
16 miles	\$2.73/ton	38 miles	\$6.00/ton
17 miles	\$2.80/ton	39 miles	\$6.10/ton
18 miles	\$2.83/ton	40 miles	\$6.30/ton
19 miles	\$3.00/ton	41-45 miles	\$7.05/ton
20 miles	\$3.08/ton	46-50 miles	\$7.83/ton
21 miles	\$3.19/ton	51-55 miles	\$8.35/ton
22 miles	\$3.29/ton	56-60 miles	\$8.70/ton
23 miles	\$3.35/ton	61-65 miles	\$10.04/ton
24 miles	\$3.51/ton	66-70 miles	\$10.85/ton
25 miles	\$3.57/ton	71-75 miles	\$11.09/ton
26 miles	\$3.84/ton	76-80 miles	\$11.69/ton
27 miles	\$3.93/ton	81-85 miles	\$12.22/ton
28 miles	\$4.09/ton	86-90 miles	\$12.70/ton
29 miles	\$4.20/ton	91-95 miles	\$14.06/ton
30 miles	\$4.38/ton	96-100 miles	\$14.50/ton
31 miles	\$4.73/ton	101-105 miles	\$15.19/ton
32 miles	\$4.88/ton		

Sincerely,
Terry Tilley
Georgetown Transportation, Intl.

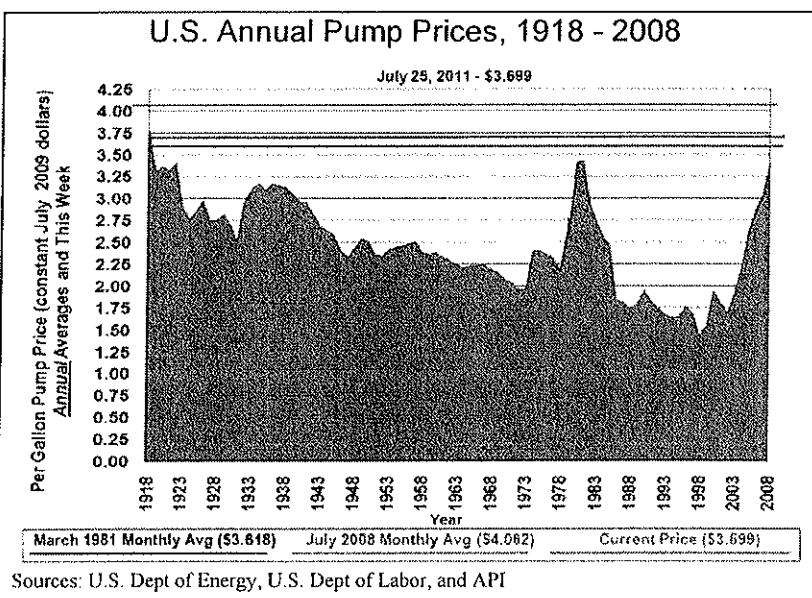
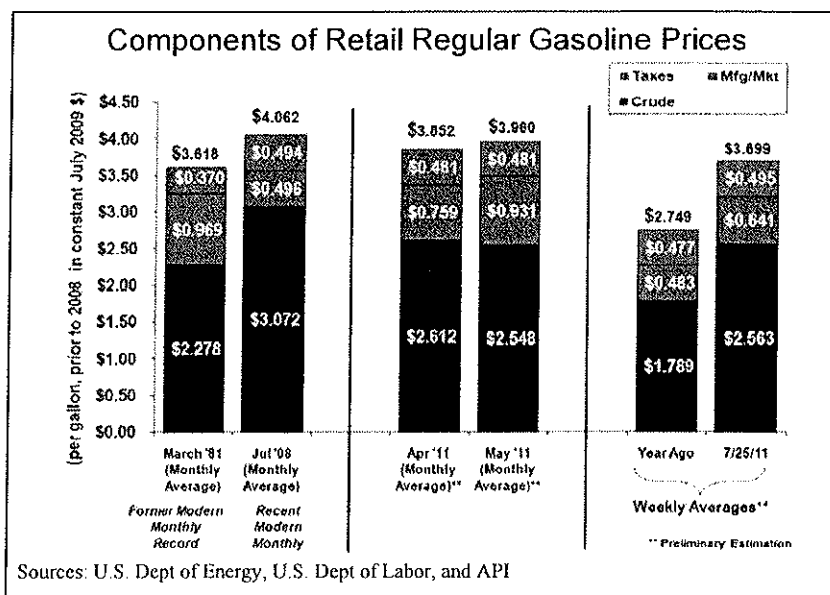
U.S. PUMP PRICE UPDATE – JULY 27, 2011

The average U.S. retail price for *all grades* of gasoline rose this week by 1.8 cents from the prior week to \$3.754 per gallon, according to the Energy Information Administration (EIA). This was the fourth week-to-week increase in a row. Compared with the December 29, 2008 low of \$1.670, the all-grade average was higher by \$2.084 per gallon, or 124.8 percent. The average has been above \$3.50 per gallon since the beginning of March 2011. Nominal prices have been above the year-ago average for 72 weeks—and were up by 95.3 cents or 34.0 percent, from the year-ago average of \$2.775 per gallon.

The average price for *regular grade* gasoline rose from the prior week by 1.7 cents according to the EIA—at \$3.699 for the week ending July 25. Regular grade prices continued to be below annual averages of 2008 (see second chart to the right), when gasoline prices reached a high of \$4.062 in 2008 when adjusted to May 2011 dollars. Prices remained *higher* than a year ago, with regular gasoline up 95.0 cents or 34.6 percent from 52 weeks ago (see first chart to the right). For the week ending July 25, crude oil costs were up 77.4 cents from a year ago, and were 1.5 cents per gallon higher than the May average of 2011 on a monthly basis. Compared with a year ago, the share for manufacturing and marketing gasoline this week was 15.8 cents *higher* or 32.7 percent.

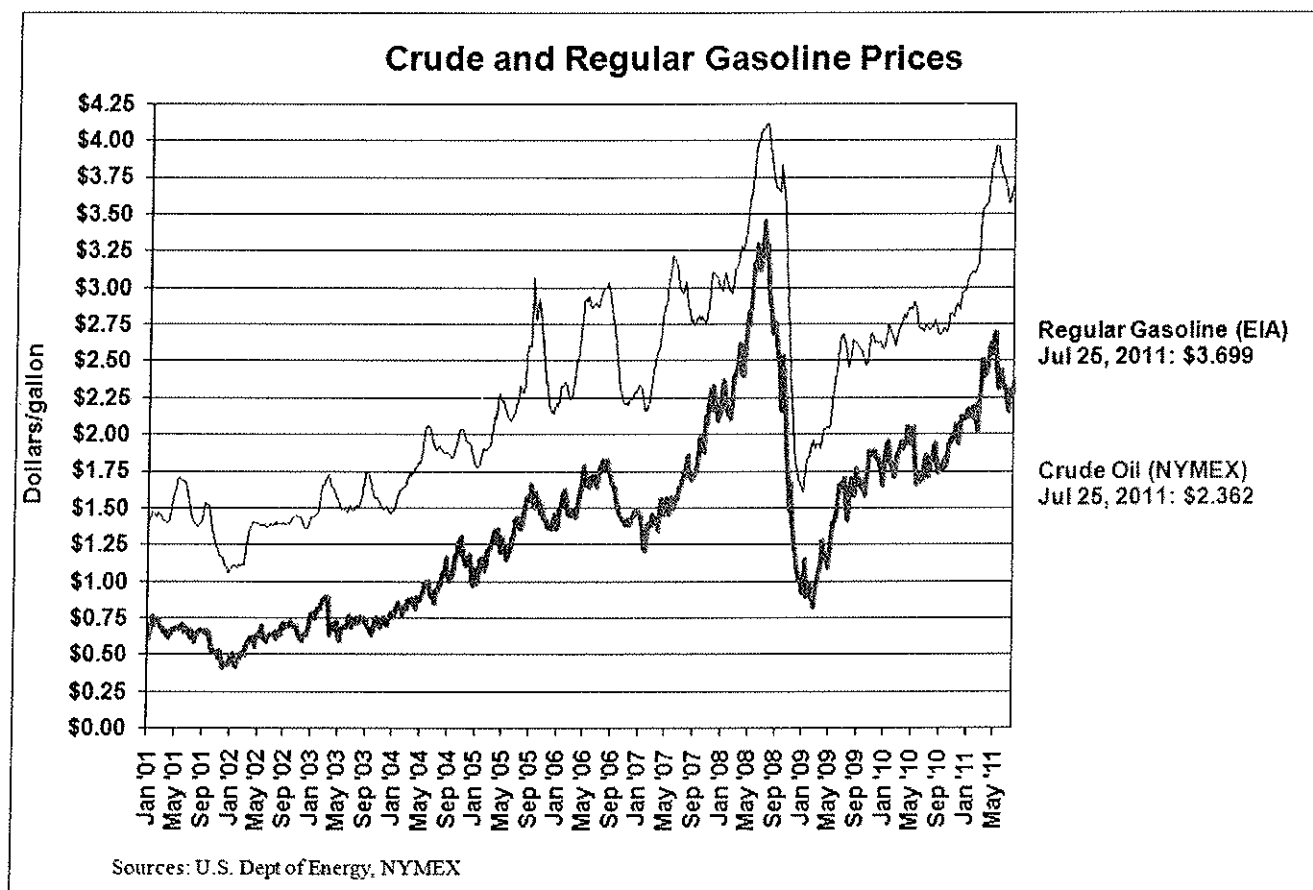
May's monthly average rose for the 10th time in the past 11 months, according to the EIA. May 2011 prices were up 10.8 cents or 2.8 percent from April 2011 to \$3.960 per gallon. Crude oil costs were down an estimated 6.4 cents per gallon from April to \$2.548 in April. The combined share to manufacture, transport, and market gasoline is estimated to have increased by 17.2 cents to \$0.931.

May's average retail price was up \$0.102 or 2.51 percent, from the record level of \$4.062 in July 2008. Crude prices were \$0.50 or 20.56 percent lower than for July 2008. The combined share to manufacture, transport, and market gasoline was 43.5 cents or 46.72 percent lower than for July 2008.



For the third time since July 2008, the *monthly* average price was above the previous inflation-adjusted record of \$3.470 set in March 1981,¹ by 12.53 percent in May 2011. Crude refining cost were higher than in March 1981 by 39.5cents or 11.58 percent, and the combined share to manufacture, transport, and market gasoline, was 2.8 cents or 3.02 percent lower than for March 1981. Another difference in price over the decades has been in taxes. In May 2011, the taxes collected on a gallon of gasoline were up compared to previous months, estimated by API to be 49.5 cents—18.4 cents per gallon in federal taxes and 31.1 cents per gallon in volume-weighted average state taxes. This was 35.2 percent higher than in March 1981 when combined inflation-adjusted federal and state taxes were just 36.6 cents.

On the NYMEX RBOB futures market² the near-term contract rose by 2.90 cents from Monday, July 18 to \$3.1264 per gallon on Monday, July 25. RBOB was above the year-ago close by 105.86 cents, or 51.19 percent. NYMEX Crude Oil futures market² rose by \$3.27 per barrel for the week, to \$99.20 on Monday, July 25. This was up from a year ago by \$22.64 or 29.57 percent. Gasoline prices generally track crude oil prices—as the chart below demonstrates; however, historically there has often been a lag before crude oil price changes are reflected in retail gasoline prices. Other factors can also affect this correlation such as seasonal factors, changes in supply or demand for gasoline, refinery outages, and transportation problems.



¹ To make price comparisons over longer periods, it is important to factor in inflation. For example, in March 1981 motorists paid \$1.417 per gallon for regular gasoline; however, in current dollars (for Nov 2009) this is equivalent to spending \$3.464 on a gallon of gasoline today.

² AUG 2011 for RBOB, Gulf Coast Gasoline and SEP 2011 for Crude Oil

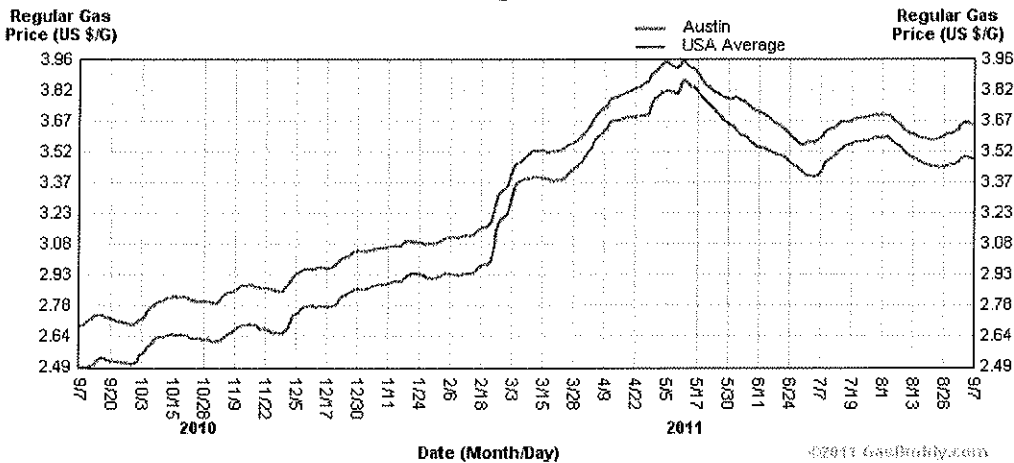
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For more information, contact Raghavan Narayanan, Senior Economic Analyst, Statistics, American Petroleum Institute, (202) 682-8595.

Historical Price Charts

Quick charts: 1 Month | 3 Month | 6 Month | 9 Month | 1 Year | 18 month | 2 Years | 3 Years | 4 Years | 5 Years | 6 Years

12 Month Average Retail Price Chart



Add these dynamic charts to your website [Link to this Chart](#) [Buy Chart Data](#)

Customize Price Charts

Area 1: USA Average	☒ Time Period: 1 Year	☒ US \$/G	Create Chart
Area 2: Austin, TX	☐ Show Crude Oil Price	☐ Canadian c/L	
Area 3:	☐		

- Step One** - Select a single city in order to identify price trends or to identify a historical price most accurately. Select multiple cities to compare pump prices between cities.
- Step Two** - Selection of time duration will define how long into history the prices will be displayed. In some cities only limited price history information is available and in those cases the line will be flat for extended periods.
- Step Three** - When comparing US cities to Canadian cities you have a choice of price units. The standard unit of measure in the US is dollars per gallon and in Canada the standard is cents/liter. Comparison of US and Canadian cities is done using recent currency exchange rates and uses the conversion factor of 1 US gallon being equal to 3.78 liters. For simple plotting of US cities use dollars per gallon (\$/G) and for simple plotting of Canadian cities use cents/liter (c/L).
- Step Four** - Click the "Create Chart!" button to create the chart.

Commissioners Court - Regular Session**22.****Meeting Date:** 09/13/2011

National Payroll Week

Submitted By: Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Recognize the week of September 5th to 9th as National Payroll Week.

Background

National Payroll Week is to encourage everyone to learn more about the payroll function. To recognize the contributions made by the payroll staff who pay wages and deductions accurately and on time. These professions play a vital role in ensuring compliance with federal, state and local laws. We would like to take this opportunity to acknowledge the Williamson County Auditor payroll staff for their role in these accomplishments.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2011 02:51 PM
Form Started By: Melanie Denny		Started On: 08/30/2011 07:55 AM
	Final Approval Date: 09/07/2011	

Commissioners Court - Regular Session**24.****Meeting Date:** 09/13/2011

09WC720 US 183 Change Order No 31

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

Information**Agenda Item**

Consider approving Change Order No. 31 in the amount of \$40,021.92 for US 183, a Pass Through Financing Project in Precinct Two.

Background

This Change Order provides for the installation of two (2) permanent traffic counters to quantify traffic on Northbound and Southbound US 183 for Williamson County reimbursement in accordance with the Pass Through Financing Agreement with TxDOT. The revision changes one of the poles to a t-base (break-away) so it can be installed away from the conflict with the overhead power and in the clear zone. TxDOT has approved the re-location and use of the break-away base.

Attachments[09WC720 CO 31](#)**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/08/2011 09:44 AM
Form Started By: Tiffany Mcconnell		Started On: 09/08/2011 09:07 AM
	Final Approval Date: 09/08/2011	



Received
AUG 31 2011

HNTB
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 31

1. CONTRACTOR: Dan Williams Company
2. Change Order Work Limits: Sta. 234+50 BL Sta. 235+00 BL
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 3F (3 Max. - In order of importance - Primary first)

Project: 09WC720
Roadway: US 183
CSJ
Number: 0151-04-063, etc.

5. Describe the work being revised:

3F: County Convenience. Additional work desired by the County. This change order provides for the installation of permanent traffic counters to quantify traffic on Northbound and Southbound US 183 for Williamson County reimbursement in accordance with the Pass Through Financing Agreement with TxDOT.

6. Work to be performed in accordance with Items: See Attached
7. New or revised plan sheet(s) are attached and numbered: Sheets 605 through 614
8. New Special Provisions to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR

Date 8/29/11

By

Typed/Printed Name

GEORGE MAYFIELD

Typed/Printed Title

Pm

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: \$40,021.92

RECOMMENDED FOR EXECUTION:

[Signature] P.E. 9/7/11
Project Manager Date

N/A
Design Engineer Date

[Signature] 9/7/2011
Program Manager Date

Design Engineer's Seal:

See Revised Sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ County Judge Date
APPROVED

09WC720

CHANGE ORDER NUMBER:

TABLE B: Contract Items

TABLE B - Contract Items									
ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST		QUANTITY	ITEM COST	
416-WC01	DRILL SHAFT (RDWY ILLUM POLE) (30 IN)	LF	\$132.56						
432-2084	RIPRAP (CONC)(CLB)(4")	CY	\$1,272.60						
610-WC01	INS RDWY ILL ASSEM (30")(SHOE-BASE)	EA	\$2,067.98						
610-WC02	INS RDWY ILL ASSEM (30")(T-BASE)	EA	\$2,862.00						
999-0030	ASSIST TRAFFIC COUNTER PROVIDER WITH INSTALL	LS	\$3,446.63						
999-0031	RADAR VEHICLE SENSING DEVICE ASSEMBLY	EA	\$14,316.75						
								</	

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Pass Through Financing

**US 183 Riva Ridge Drive to SH 29
Williamson County Project No. 09WC720**

Change Order No. 31

Reason for Change

This project is part of the Pass Through Financing program between Williamson County and TxDOT. As such, Williamson County will get reimbursed by TxDOT for project costs based on the number of vehicles that travel the completed roadway. Therefore, this change order provides payment for work related to the installation of two permanent traffic counters that will track the number of vehicles that travel on Northbound and Southbound US 183, just south of Riva Ridge Drive.

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

Item	Description	Unit	Qty
416-WC01	DRILL SHAFT (RDWY ILLUM POLE) (30 IN)	LF	16.00
432-2084	RIPRAP (CONC)(CL B)(4")	CY	0.70
610-WC01	INS RDWY ILL ASSEM (30') (SHOE-BASE)	EA	1.00
610-WC02	INS RDWY ILL ASSEM (30') (T-BASE)	EA	1.00
999-0030	ASSIST TRAFFIC COUNTER PROVIDER WITH INSTALL	LS	1.00
999-0031	RADAR VEHICLE SENSING DEVICE ASSEMBLY	EA	2.00

This Change Order results in a net increase of \$40,021.92 to the Contract amount, for an adjusted total Contract amount of \$15,439,974.58. The original Contract amount was \$14,677,727.84. As a result of this and all Change Orders to date, \$762,246.74 has been added to the Contract, resulting in a 5.2% net increase in the Contract Cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HDR Engineering, Inc.

J. Paul Bowen, S.E.T
Resident Representative

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
416-2029	DRILL SHAFT (RDWY ILLUM POLE 30")	16.00	LF	\$132.56	\$2,121.00
432-2084	RIP RAP (CL B 4")	0.70	CY	\$1,272.60	\$890.82
610-XXX	INS RDWY ILL ASSEM (30") (T-BASE)	1.00	EA	\$2,862.00	\$2,862.00
610-XXX	INS RDWY ILL ASSEM (30" SHOE BASE)	1.00	EA	\$2,067.98	\$2,067.98
XXX-XXX	ASSIST TRAFFIC COUNTER PROV	1.00	LS	\$3,446.63	\$3,446.63
XXX-XXX	RADAR VEHICLE SENSING DEVICE ASSM	2.00	EA	\$14,316.75	\$28,633.50
					\$40,021.92

EXCLUSIONS

AS PER ATTACHED

ALSO MONTHLY BARRICADES ARE NOT INCLUDED

PO. Box 760
Cedar Park, Texas 78613-0760



(512) 258-1025
Fax (512) 258-1036

8/16/2011

Control No: 0151-04-063
Project: PTF 2009 (886)
County: Williamson
Highway: IUS 183

We at G. Carter Construction Company, Inc. are pleased to quote the bid items below on the above referenced project:

<u>Item No.</u>	<u>Bid Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
1	416-2029	DRILL SHAFT (RDWY ILLUM POLE) (30 IN)	16	LF	\$ 125.00	\$ 2,000.00
2	432-2084	RIPRAP (CONC) (CL B) (4")	0.7	CY	\$ 1,200.00	\$ 840.00
3	610-xxxx	INS RDWY ILL ASSEM (30') (SHOE-BASE)	1.0	EA	\$ 1,950.00	\$ 1,950.00
3A	610-xxxx	INS RDWY ILL ASSEM (30') (T-BASE)	1.0	EA	\$ 2,700.00	\$ 2,700.00
4	xxx-xxxx	ASSIST TRAFFIC COUNTER PROV	1.0	LS	\$ 3,250.00	\$ 3,250.00
5	xxx-xxxx	RADAR Vehicle Sensing Device Assm	2.0	EA	\$ 13,500.00	\$ 27,000.00
TOTAL					\$	37,740.00

These prices do not include any Bond, Traffic Control or Engineering. If Bond is required, the General Contractor will add 3 1/2% to the Bid. These prices are contingent on being awarded all items bid.

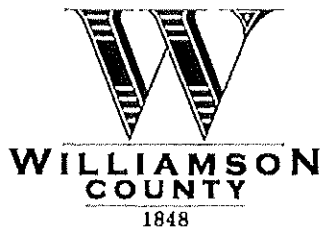
G. Carter Construction Company, Inc. is a State Certified WBE and HUB.

If additional information is needed, please contact me at (512) 258-1025.

Sincerely,

Pete Smith

Pete Smith
Vice President



WILLIAMSON COUNTY
ENGINEERING DEPARTMENT
3151 SE INNER LOOP
GEORGETOWN, TEXAS 78626

US 183

PERMANENT TRAFFIC COUNTERS REQUEST FOR PROPOSAL

GENERAL CONDITIONS

1. PURPOSE AND LOCATIONS

- a) Purpose : The County's goal is to accurately count amounts of vehicle traffic on roadways. The County seeks proposals from firms that are trained, experienced, and qualified in providing, installing, and servicing permanent traffic counters.
- b) Location : A permanent traffic counter is needed on US 183 approximately 3 miles south of SH 29.

2. SCOPE OF WORK

It is the intent of this contract to provide permanent traffic counters for Williamson County. The contractor shall provide traffic counters as described herein including all labor, supplies, materials, and equipment, and must meet all specifications and plans listed in this Request for Proposal.

3. ITEMS and PRICING

Proposal Items will include the following:

Description	Quantity	Unit Measure
Drill Shaft (Rdwy III Pole) (30 In)	16	LF
Riprap (Conc) (Cl B) (4")	0.70	CY
Ins Rdwy III Assem (30') (Shoe)	2	Each
Assist Traffic Counter Provider with Installation of Counter Assemblies	1	Lump Sum
Radar Vehicle Sensing Device Assembly	2	Each
Radar Vehicle Sensing Device (RSVD)	2	*
Surge Protector	2	*
40' Pigtail	2	*
Cabinet with Mounting Bracket	2	*
Wireless Modem	2	*
Modem Cable	2	*
Solar Assembly	2	*
Battery (Valve-Regulated, Gelled-Electrolyte Battery, MK Battery 8G31 or pre-approved equal)	6	*

*Subsidiary to RVSD Assembly

Each RVSD Assembly consists of installation of one (1) Radar Vehicle Sensing Device, one (1) Surge Protector, one (1) 40' Pigtall, one (1) Cabinet with Mounting Brackets, one (1) Wireless Modem, one (1) Modem Cable, one (1) Solar Assemblies, and three (3) Batteries, including all materials, equipment, labor, tools, and incidentals to complete the assembly and testing in accordance with the plans and specifications.

4. GOVERNING SPECIFICATIONS AND PLANS

GOVERNING SPECIFICATIONS

The following specifications will be applicable to this project and are identified as follows:

ITEM 416	Drilled Shaft Foundations
ITEM 432	Riprap
ITEM 610	Roadway Illumination Assemblies
ITEM WC-620	Electrical Conductors
ITEM 6011	Testing, Training, Documentation, Final Acceptance, and Warranty
ITEM 6013	Electronic Components
ITEM WC-0001	Radar Vehicle Sensing Device (RVSD) – Solar Powered with Cell Modem Communication
ITEM WC-0002	Surge Suppression Model

PLANS

Plan Sheets for the Construction of Radar Vehicle Sensing Devices: 605-614

Plan Sheets for the Construction of Poles, Pole Foundations and RVSD: 605-614

5. GENERAL NOTES

Install Solar Panel. Orient the solar panel for optimum exposure to sunlight (face to the south). Prior to installation, check the location to ensure there is not overhead obstruction that would block the solar panel from receiving full sunlight.

Install RVSD. Orient RVSD per manufacturer's requirements.

Install Battery Cabinet, Batteries, Equipment Cabinet, Cables, Surge Protector, Modem and Mounting Brackets

Install wireless modem and surge protector.

Pull cables in pole and cabinets. Verify all cables are installed correctly and connected to appropriate equipment.

Configure sensor, wireless modem and data collector for communication over wireless network to Williamson County Central Maintenance Facility.

Set up cell phone service under name provided by Williamson County. The contractor will pay for service until the installation is completed and Williamson County take ownership.

Verify the system is complete and functional per manufacturer's specifications.

Provide testing, training, documentation, final acceptance and warranty per Special Specification 6011.

Meet weekly with the Engineer to notify him or her of planned work for the upcoming week.

Equip all construction equipment in roadway work with a permanently mounted 3600 revolving or strobe warning light with amber lens. Light will have a minimum lens height and diameter of 5 in. and mounting height of not less than 6 ft. above the roadway surface and be visible from all sides. Attach at each side of the rear end of the construction equipment an approved orange warning flag mounted not less than 6 ft. above the roadway surface.

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

Remove all litter, construction debris and surplus material on the right of way within the project limits to keep the jobsite in a neat and presentable condition at all times. Consider subsidiary to pertinent items.

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

All locations used for storing construction equipment, materials, and stockpiles of any type within the right of way will be as directed. Use of right of way for these purposes will be restricted to those locations where driver sight distance to businesses and side street intersections is not obstructed and at other locations where an unsightly appearance will not exist. At no time will material and equipment be stored within State ROW without prior written approval from the Engineer, who will coordinate with the Texas Department of Transportation.

ITEM 416

Stake all pole foundation locations for approval before beginning drilling operations.

ITEM 432

Provide Class B concrete for riprap with 6" x 6" (W2.9 x W2.9) welded wire fabric reinforcement.

ITEM 610

Use materials from prequalified material producers list as shown on the Texas Department of Transportation (TxDOT) Construction Division's (CST) Materials Producers List. See http://www.dot.state.tx.us/txdot_library/publications/producer_list.htm for list of pre-qualified manufacturers. Category is "Roadway Illumination and Electrical Supplies".

Neatly stockpile the assemblies upon removal as directed at the Austin District Headquarter located at 7901 N. IH 35.

Fabricate steel roadway illumination poles in accordance with TxDOT standards RIP-07 (Roadway Illumination Poles – 2007). Poles fabricated according to RIP-07 require no shop drawings.

Alternate designs to RIP-07 or the use of aluminum to fabricate poles will require the submission of shop drawings.

Inspection of all completed work provided in the contract will be performed. The Contractor will be released from further maintenance if the work is found to be satisfactory. Partial acceptance will be made and will be in no way void or alter any items of the contract.

ITEM 620

Do not use non-certified persons to perform electrical work. See Item 7.15 "Electrical Requirements" for additional details.

Provide breakaway disconnects in all breakaway poles including ped poles and flashing beacons installed within the project. Use Bussman HEBW, Littlefuse LEB, Ferraz-Shawmut FEB, or equal on ungrounded conductors. For grounded conductors, use Bussman HET, Littlefuse LET, Ferraz-Shawmut FEBN, or equal. These breakaway connectors have a white colored marking and a permanently installed solid neutral.

Identify the conductors, when two or more conductors are present in one conduit or enclosure. Use a tag with a single plastic strap as directed when the identification tag with two plastic straps is too large for the conductors. Each tag will indicate circuit number, letter, or other identification as shown on the plans.

Bond grounding conductors which share the same conduit, junction box or structures together at every accessible point in accordance with the Electrical Detail Standard Sheets and the latest edition of the National Electric Code.

All wiring will be in accordance with the National Electric Code and the appropriate Texas Department of Transportation standard sheets.

SPECIAL SPECIFICATION

WC-620

ELECTRICAL CONDUCTORS

1. **Description.** Furnish and place electrical conductors, except conductors specifically covered by other items.
2. **Materials.** Provide new materials that comply with the details shown on the plans and the requirements of this item. Use stranded insulated conductors that are rated for 600 volts; approved for wet locations; and marked in accordance with UL, NEC, and CSA requirements. Furnish electrical conductors in accordance with DMS-11040, "Electrical Conductors."

Provide electrical conductors from manufacturers prequalified by the Department. The Traffic Operations Division maintains a list of prequalified electrical conductor manufacturers.

Ensure that all grounding conductors size AWG No. 8 and larger are stranded, except for the grounding electrode conductor, which will be a solid conductor.

Use white insulation for grounded (neutral) conductors, except that grounded conductors AWG No. 8 and larger may be black with white tape marking at every accessible location. Do not use white insulation or marking for any other conductor except control wiring specifically shown on the plans.

Ensure that insulated grounding conductors are green except that insulated grounding conductors AWG No. 8 and larger may be black with green tape marking at every accessible location. Do not use green insulation or marking for any other conductor except control wiring specifically shown on the plans.

3. **Construction.** Splice conductors only in junction boxes, ground boxes, and transformer bases, and in poles and structures at the hand holes. Splice as shown on the plans. Do not exceed the manufacturer's recommended pulling tension. Use lubricant as recommended by the manufacturer. Install conductors in accordance with the NEC.

Make insulation resistance tests on the conductors prior to making final connections, and ensure that each continuous run of insulated conductor has a minimum DC resistance of 5 megohms when tested at 1,000 volts DC. The Engineer may require verification testing of all or part of the conductor system. The Engineer will witness these verification tests. Replace conductors exhibiting an insulation resistance of less than 5 megohms.

4. **Measurement and Payment.** The work performed and materials furnished in accordance with this item will be subsidiary to pertinent items, including furnishing, installing, and testing electrical conductors and for equipment, labor, tools, and incidentals.

SPECIAL SPECIFICATION

6011

Testing, Training, Documentation, Final Acceptance, and Warranty

1. **Description.** Perform or furnish testing, training, documentation, final acceptance, and warranty on the applicable equipment or systems.

2. **Testing.** Unless otherwise shown on the plans, perform the following tests on the applicable equipment or systems.

A. Test Procedures Documentation. Provide 5 copies of the test procedures and blank data forms 60 days prior to testing for each test required on this project. Include the sequence of the tests in the procedures. The Engineer will approve test procedures prior to submission of equipment for tests. Conduct all tests in accordance with the approved test procedures.

Record test data on the data forms, as well as quantitative results. Ensure the data forms are signed by an authorized representative (company official) of the equipment manufacturer. Submit 1 copy of the completed and signed data forms for acceptance or rejection of the test or equipment.

B. Design Approval Test. Conduct a Design Approval Test on randomly selected units from the prototype design manufacturing run. If only 1 design prototype is manufactured, perform this test on that unit. If supplying multiple types of the equipment, provide and test a sample of each type.

Certification from an independent testing laboratory of a successfully completed Design Approval Test is acceptable. Ensure that the testing by this laboratory is performed in accordance with the requirements of this specification. Failure of independent tests to comply with the requirements of this specification will be grounds for rejection of any certification.

Notify the Engineer 10 working days before conducting this testing. The Department may witness all the tests. Perform the following tests:

1. **Power Service Transients.** The equipment shall meet the performance requirements, specified in the parent specification, when subjected to the power service transients as specified in Section 2.2.7.2, "Transient Tests (Power Service)" of the NEMA TS 2 standard, latest edition.
2. **Temperature and Condensation.** The equipment shall meet the performance requirements, specified in the parent specification, when subjected to the following conditions in the order specified below:
 - Stabilize the equipment at -30°F and test as specified in Sections 2.2.7.3, "Low-Temperature Low-Voltage Tests" and 2.2.7.4, "Low-Temperature High-Voltage Tests" of the NEMA TS 2 standard, latest edition.
 - Allow the equipment to warm up to room temperature in an atmosphere having relative humidity of at least 40%. Operate the equipment for 2 hr., while wet, without degradation or failure.
 - Stabilize the equipment at 165°F and test as specified in Sections 2.2.7.5, "High-Temperature High Voltage Tests" and 2.2.7.6, "High-Temperature Low-Voltage Tests" of the NEMA TS 2 standard, latest edition.
3. **Relative Humidity.** The equipment shall meet the performance requirements, specified in the parent specification, within 30 min. of being subjected to a temperature of 165°F and a relative humidity of 18% for 48 hr.
4. **Vibration.** The equipment shall show no degradation of mechanical structure, soldered components, or plug-in components and shall operate in accordance with the manufacturer's equipment specifications after being subjected to the vibration tests as described in Section 2.2.8, "Vibration Test" of the NEMA TS 2 standard, latest edition.
5. **Power Interruption.** The equipment shall meet the performance requirements, specified in the parent specification, when subjected to nominal input voltage variations as specified in Section 2.2.10 "Power Interruption Test" of the NEMA TS 2 standard, latest edition.

C. Demonstration Test. Conduct a Demonstration Test on applicable equipment at an approved Contractor facility. Notify the Engineer 10 working days before conducting this testing. The Department may witness all the tests. Perform the following tests:

1. **Examination of Product.** Examine each unit carefully to verify that the materials, design, construction, markings and workmanship comply with the requirements of the parent specification.
2. **Continuity Tests.** Check the wiring to determine conformance with the requirements of the appropriate paragraphs in the parent specification.
3. **Operational Test.** Operate each unit for at least 15 min. to permit equipment temperature stabilization and an adequate number of performance characteristics to ensure compliance with the requirements of the parent specification.

D. Stand-Alone Tests. Conduct a Stand-Alone Test for each unit after installation. The test shall exercise all stand-alone (non-network) functional operations. Notify the Engineer 5 working days before conducting this test. The Department may witness all the tests.

E. System Integration Test. Conduct a System Integration Test on the complete functional system. Demonstrate all control and monitor functions for each system component for 72 hr. Supply 2 copies of the System Operations manual before the System Integration Test. Notify the Engineer 10 working days before conducting this testing. The Department may witness all the tests.

F. Final Acceptance Test. Conduct a Final Acceptance Test on the complete functional system. Demonstrate all control, monitor, and communication requirements for 90 days. The Engineer will furnish a Letter of Approval stating the first day of the Final Acceptance Test. The completion of the Final Acceptance Test occurs when system downtime due to mechanical, electrical, or other malfunctions to equipment furnished or installed does not exceed 72 hr. and any individual points of failure identified during the test period have operated free of defects as required in Article 2.G.5.

G. Consequences of Test Failure. If a unit fails a test, submit a report describing the nature of the failure and the actions taken to remedy the situation prior to modification or replacement of the unit. If a unit requires modification, correct the fault and then repeat the test until successfully completed. Correct minor discrepancies within 30 days of written notice to the Engineer. If a unit requires replacement, provide a new unit and then repeat the test until successfully completed. Major discrepancies that will substantially delay receipt and acceptance of the unit will be sufficient cause for rejection of the unit.

If a failure pattern develops in similar units within the system, implement corrective measures, including modification or replacement of units, to all similar units within the system as directed. Perform the corrective measures without additional cost or extension of the contract period.

1. **Consequences of Design Approval Test Failure.** If the equipment fails the Design Approval Test, correct the fault and then repeat the Design Approval Test until successfully completed.
2. **Consequences of Demonstration Test Failure.** If the equipment fails the Demonstration Test, correct the fault and then repeat the Demonstration Test until successfully completed.
3. **Consequences of Stand-Alone Test Failure.** If the equipment fails the Stand-Alone Test, correct the fault and then repeat the Demonstration Test until successfully completed.
4. **Consequence of System Integration Test Failure.** If the equipment fails the System Integration Test, correct the fault and then repeat the Systems Integration Test until successfully completed.

5. **Consequences of Final Acceptance Test Failure.** If a defect within the system is detected during the Final Acceptance Test, document and correct the source of failure. Once corrective measures are taken, monitor the point of failure until a consecutive 30 day period free of defects is achieved.

If after completion of the initial test period, the system downtime exceeds 72 hr. or individual points of failure have not operated for 30 consecutive days free of defects, extend the test period by an amount of time equal to the greater of the downtime in excess of 72 hr. or the number of days required to complete the performance requirement of the individual point of failure.

3. **Training.** When required on the plans, provide a minimum of 24 hr. of instruction to 10 designated personnel in the operation and maintenance procedures of equipment or systems installed. Provide the training during installation, testing, and integration. Provide the training through practical demonstrations, seminars, and other related technical procedures.

Furnish a training session agenda, a complete set of training material (manuals and schematics), and the names and qualifications of proposed instructors for approval 60 days before the training. Provide a training location. Provide 1 copy of the course material for each person. Provide training in the following areas of interest and as shown on the plans:

- The "Hands-on" operation for each type of equipment.
- Explanation of all system commands, their function and usage.
- Required preventative maintenance procedures.
- All equipment servicing procedures.
- System "troubleshooting"/problem identification procedures.

4. **Documentation.** Provide "as-built" documentation for the entire system and all of its individual components. Supply 1 mylar reproducible copy of the wiring diagrams. Supply 3 copies of the following in a manual for each equipment component:

- Complete and accurate schematic diagrams.
- Complete and accurate cabinet, enclosure, and building wiring diagrams.
- Complete installation procedures.
- Complete performance specifications (functional, electrical, mechanical and environmental) on the unit.
- Complete parts list including names of vendors for parts not identified by universal part numbers such as JEDEC, RETMA, or EIA.
- Pictorial of component layout on circuit board.
- Complete maintenance and trouble-shooting procedures.
- Complete stage-by-stage explanation of circuit theory and operation.
- Complete and detailed system operations manuals.

Furnish additional information as shown on the plans.

5. **Final Acceptance.** Final acceptance is made when all work is complete, the system has successfully completed all test requirements, and the Engineer, in writing, accepts all work for the work locations in the Contract in accordance with Item 5, Article 8, "Final Acceptance." Final acceptance relieves the Contractor from further Contract responsibilities.

6. **Warranty.** Guarantee equipment furnished and installed to perform according to the manufacturer's published specifications. Warrant equipment against defects or failure in design, materials, and workmanship in accordance with the manufacturer's standard warranty. Supply equipment with no less than 95% of the manufacturer's warranty remaining on the date that equipment invoices are submitted for final payment. Any equipment with less than 95% warranty remaining will be rejected.

The Contractor shall warrant or guarantee all such electronic, electrical, and mechanical equipment, materials, technical data, and products furnished and installed for a period of 1 year after final acceptance of the project by the Department. The Contractor's warranty or guarantee shall provide for the "on-site" repair or replacement, at the Contractor's option, within 2 working days and at no cost to the Department.

Once the Contractor's warranty or guarantee expires, assign to the Department any manufacturer's standard warranty or guarantee coverage still remaining on all such electronic, electrical, and mechanical equipment, materials, technical data, and products furnished for and installed on the project. Repair or replace defective equipment, at the manufacturer's option, at no cost to the Department.

7. **Measurement and Payment.** The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly, but will be considered subsidiary to items of the Contract.

SPECIAL SPECIFICATION

6013

Electronic Components

1. **Description.** Use electronic components to manufacture electronic equipment.
2. **Materials and Construction Methods.** Use electronic components that comply with Electronic Industries Association (EIA) and Joint Electronic Device Engineering Council (JEDEC) Specifications. Provide industry standard electronic components available from several manufacturers. When special monolithic integrated circuits are necessary for cost-effective designs, waiving the multi-source requirements will be as directed.

Design the electronic circuitry to ensure an adjustment range from normal adjustment settings of variable components. Provide a range of adjustment to compensate for composite variations in the associated circuitry due to changes in part values during the normal or specified life of the device. Ensure the range of adjustment can compensate for variations in replacement parts within the specified tolerances. Unless otherwise shown on the plans, design the components to be under operating conditions 24 hr. a day for 10 yr. Derate electronic components by 20% with regard to ambient temperature, applied voltage, and power dissipation.

On electronic components weighing more than 2 oz., use supports other than the component's pins or electrical connectors. Solder electronic components of 2 or more leads in place. Mark the circuit reference symbol next to the component.

Meet the above requirements and satisfy the following specific requirements for the different components:

- A. **Capacitors.** Provide industrial grade capacitors. Insulate the capacitors. Mark capacitors with their capacitance value, working voltage, and polarity.

Provide capacitor encasements resistant to cracking, peeling, and discoloration due to humidity and changes in temperature. Provide electrolytic capacitors capable of operating at least 185°F. Do not use electrolytic capacitors of less than 1.0 microfarad.

Use a clamp or fastener to support a capacitor to avoid damage by shock or vibration. Use a capacitor with a specific ripple or AC voltage rating, if possibly subjected to a ripple voltage in excess of 10% of the actual DC voltage across the capacitor. Use an aluminum electrolytic capacitor only when continually energized.

- B. Diodes.** If low forward drop is required in logic circuit applications, furnish justification for use of Germanium diodes prior to incorporation in the design. Mark diodes with the JEDEC part number, using an industry approved color code or clearly legible printing. Indicate the diode polarity on the diode case by the use of the diode symbol, by the 360° band on the cathode end, or by the shape of case.
- C. Indicators.** Use solid-state (LED) indicators with a useful life at least 25,000 hr.
- D. Integrated Circuits.** Print the manufacturer's part number and any information required to install the integrated circuit assembly upon the package. Test integrated circuits with at least 1 test from each group below:
- 1. Group 1**
 - ☐ Stabilization Bake
 - ☐ Temperature Cycling
 - ☐ Power Burn-In
 - 2. Group 2**
 - ☐ Functional test with the device at the manufacturer's maximum specified temperature
 - ☐ Static and dynamic test per manufacturer's data sheet
- E. Potentiometers and Rheostats.** Use industrial grade potentiometers. Use potentiometers with a power rating at least 100% greater than the maximum power requirements of the circuit.
- F. Printed Circuit Boards.**
- 1. Design, Fabrication and Mounting.** Use NEMA Grade G-10 glass epoxy or equivalent for printed circuit boards (refer to NEMA Publications No. L1 1-1982, Industrial Laminated Thermosetting Products). Provide a nominal thickness of 1/32 in. for circuit boards not exceeding 2 in. in any dimension. Provide a nominal thickness of 1/16 in. for circuit boards exceeding 2 in. in any dimension.
- Coat the printed circuit board assembly with a protective coating to combat mildew, moisture, and fungus. Plate the through holes that carry electrical connections from one side of the board to the other. Use 1 oz./sq. ft. of copper to plate through holes. Use non-corrosive material for electrical mating surfaces.
- Design and fabricate printed circuit boards and the mounting of parts and assemblies in accordance with MIL-STD-275 (latest revision) except as follows:
- ☐ Mount semiconductor devices on spacers or transpads if the device dissipates more than 250 mW. or if the case temperature will rise 20°F above ambient.
 - ☐ Remove residual flux from the printed circuit board.
 - ☐ Provide a resistance between any 2 isolated, independent conductor paths of at least 100 megohms when a 500 VDC potential is applied.
- Mark operating circuit components mounted on the circuit boards. Reference the identifying characters to their respective components in the schematic diagram and in the parts list.

- 2. Soldering.** Hand solder in accordance with MIL-STD-55110. Use of automatic flow soldering is acceptable.
- G. Relays.** Install diodes across the coils for transient suppression in DC relays. Provide replaceable relays that do not require special tools for replacement.
- H. Resistors.** Use fixed composition insulated resistors in accordance with the performance requirements of MIL-R-11. Provide industrial grade resistors with a 15 yr. design life. Mark with their resistance value, using EIA color codes or industry approved marking technique.
- Use resistors with a 10% tolerance or better and a resistance variation of no more than 5% over the temperature range 0°F to 165°F. Do not use resistors with a power rating greater than 2 w., unless special ventilation or heat sinking is provided. Insulate these resistors from the printed circuit board.
- I. Transistors.** Use JEDEC registered transistors. Mark the JEDEC part number on the case. Designate the emitter or collector by use of an industry approved marking technique.
- J. Transformers.** Mark transformers with the manufacturer's part number on the case or frame, using a Radio-Electronics-Television Manufacturers Association (RETMA) color code or numbered in a manner to facilitate proper installation.
- K. Switches.** Derate switch contacts 50% from their maximum current ratings.
- 3. Measurement and Payment.** The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly, but will be subsidiary to the items of the Contract.

SPECIAL SPECIFICATION

WC-0001

Radar Vehicle Sensing Device (RVSD) – Solar Powered with Cell Modem Communication

- 1. Description.** Furnish and install overhead microwave vehicle detection system as shown in the plans, as detailed in the special specifications and as directed. Provide all equipment required to interface with an existing/proposed infrastructure as subsidiary.

Ensure after the setup, there are no external tuning controls of any kind, which will require an operator.

Furnish all new equipment and component parts of the latest proven design and manufacture, and in an operable condition at the time of delivery and installation. Provide all parts that are of high quality workmanship.

Provide design to prevent reversed assembly or improper installation of connectors, fasteners, etc. Design each item of equipment to protect personnel from exposure to high voltage during equipment operation, adjustments, and maintenance.

Include licenses for all equipment, where required, for any software or hardware in the RVSD system.

Provide all RVSD from the same manufacturer.

Provide RVSD firmware that is upgradeable by external local or remote download.

2. **Materials.** Ensure the RVSD is easy to install and will automatically configure up to 10 lanes by determining lane boundaries, concrete or metal barriers and detection thresholds. Ensure sensor will automatically configure the number of lanes in the presence of barriers, medians and work zones. Ensure sensor will automatically calibrate vehicle speed, detection levels, and sensitivity. Ensure the RVSD detects vehicle volume, speed and occupancy in all weather conditions without performance degradation. Provide RVSD that operates in side-fire installations. Ensure the RVSD is remote accessible; provides multiple connectivity options for easy integration into the existing system, and supports the communications protocols identified in Section 2.D "Communication". Ensure the RVSD is manufactured to the strictest industry standards to ensure product quality and minimizes the risk of unit failure.

Provide the RVSD that requires less than 10 of the largest vehicles expected on the roadway be allowed to pass the RVSD and tunes out stationary objects, such as traffic barriers and retaining walls, prior to completing the configuration.

Provide documentation on the auto-configuration and auto-calibration processes.

Provide an RVSD that does not cause interference or alter the performance of any known equipment.

- A. **Sensor Performance.** Ensure the RVSD provides accurate, real-time volume, average speed and occupancy data. Ensure the RVSD provides user configurable settings for a collection interval from 20 sec. to 15 min. and polling intervals from 20 sec. to 1 hr. Ensure the detections are correctly categorized into a minimum of 8 user definable length-based classifications. Ensure vehicle detections occur at a range of 9 ft. to 250 ft. Detections within this range must be accomplished simultaneously and maintain the accuracies as required in this section. Ensure the RVSD unit or accompanying field equipment provides a minimum of 48 hours of local storage for detection interval settings of 20 seconds to 15 minutes in local storage to reduce data loss during communications outages. Ensure the RVSD transfers locally stored data to the Traffic Management Center's Transportation Sensor System (TSS) when communication is restored.

Ensure the RVSD maintains accurate performance in all weather conditions, including rain, freezing rain, snow, wind, dust, fog and changes in temperature and light. Ensure RVSD operation continues in rain or snow up to 4 in. per hour, and the device will not experience degraded performance when encased in 1/2 in. of ice.

Ensure side-fire volume data is accurate within 5% of actual for any direction of travel in nominal conditions. Ensure individual lane accuracy is within 10% of actual during nominal conditions. Nominal conditions exist when traffic is flowing at speeds greater than 10 miles per hour, with less than 10% truck traffic per lane and at least 30% of each vehicle visible above roadway barriers for true sensor detection.

Ensure side-fire average speed data is accurate within 5 MPH for any direction of traffic for all conditions involving more than 16 vehicles in an averaging interval. Ensure speed accuracy for individual lanes is within 10 MPH of actual for all traffic conditions and similar intervals. Provide true speed detection without the requirement to enter average vehicle lengths for the speed calculation. To achieve the specified accuracy in a variety of conditions, the resolution shall not be larger than ten ft. null to null and four ft. at the half-power level. This reduces the problem of vehicle responses being drowned out by brighter vehicles in adjacent lanes and improves performance for moving and stopped vehicles near barriers.

Ensure occupancy data is accurate within 10% of actual for any direction of travel when occupancy is less than 30%. For example, if the true occupancy in a lane is 20%, the measured occupancy must be between 14% and 26%. Ensure lane occupancy is accurate within 20% in similar conditions.

Ensure classification data is accurately determined for 90% of detected vehicles.

Provide test data, using methods required in Section 3.G.3, demonstrating or proving performance.

- B. Performance Maintenance.** Provide RVSD that does not require cleaning or adjustment to maintain performance. Ensure it does not rely on battery backup to store configuration information. Ensure the RVSD, once calibrated, does not need recalibration to maintain performance over entire operational temperature range unless the roadway configuration changes. Provide remote connectivity to the RVSD to allow operators to change the unit's configuration, update the unit's firmware programming and recalibrate the unit automatically from a centralized facility.

- C. Cabling.** Supply the RVSD with a connector cable of the appropriate length for each installation site.

Ensure the connector meets the MIL-C-26482 specification. Provide an environmentally sealed shell backshell that offers excellent immersion capability, and is designed to interface with the appropriate MIL-C-26482 connector. Encase all conductors that interface with the connector in a single jacket and ensure the outer diameter of this jacket is within the backshell's cable O.D. range to ensure proper sealing. Ensure the backshell has a clampbar style strain relief with enough strength to support the cable slack under extreme weather conditions. Provide the MIL-C-26482 connector that provide contacts for all data and power connection.

If communication is conducted over the RS-485 or RS-232 bus, the communication cable must be Belden 9331 or an equivalent cable with the following specifications:

- Shielded, twisted pairs with a drain wire
- Nominal Capacitance Conductor to Conductor @ 1Khz $\leq$ 26pF/Ft
- Nominal Conductor DC Resistance @ 68°F $\leq$ 15 ohms/1000Ft
- Single continuous run with no splices allowed
- Terminated only on the two farthest ends of the cable

- D. Communication.** Ensure that the RVSD provides communication options that include RS-232, RS-485 or TCP/IP. Provide a RVSD which has the ability to support a variety of baud rates from 9600 to 115200.

The RVSD shall provide two or more communication ports that can be accessed simultaneously using any RVSD-supported protocol. This will enable multiple operators to collect data from the RVSD at the same time without interrupting or interfering with each other.

Ensure the RVSD provides built in RS-232, RS-485 and an internal serial communication port. Each communication port must support all of the following baud rates: 9600, 19200, 38400, 57600 and 115200. Additionally, the RS-232 port must be full-duplex and must support true RTS/CTS hardware handshaking for interfacing to various communication devices.

Interval Data Packets. The RVSD must produce interval data packets containing, as a minimum:

- One or more detection zones of data per packet
- Sensor ID
- 32-bit or larger time stamps in one second or smaller increments that indicate the end of time interval
- Total volumes of more than 65536 (necessary for time intervals greater than 10 minutes)
- Speed values in either "Miles Per Hour" or "Kilometers Per Hour"
- Occupancy in 0.1 percent increments
- Volume in up to eight length based vehicle classification bins
- Volume in up to fifteen speed bins (bin by speed)
- Volume for both directions of traffic (bin by direction)

As part of this item, a wireless cellular modem shall be included for communications to the RVSD.

This modem shall be capable of operating on either the Sprint, Verizon, or AT&T networks within the

specified project limits. Direction will be given upon purchase as to what service the modem should be configured for.

Event Data Packets. The RVSD must produce interval data packets containing, as a minimum:

- Sensor ID
- 32-bit time stamps in 2.5 millisecond increments or less that indicate the time the vehicle left the detection zone
- Speed values in either "Miles Per Hour" or "Kilometers Per Hour"
- Resolution of vehicle duration in the detection zone in 2.5 ms increments or less
- Up to eight length based vehicle classification bins

Data Buffering. The RVSD shall store 24,000 (or more) Interval (bin) data packets that record volume, average speed, eighty-fifth percentile speed, occupancy, and class for each detection zone with at least ten zones and no groups per packet in non-volatile memory.

- E. **Operating System Software.** Provide the RVSD to also include graphical user interface software that displays all configured lanes and provides visual representation of all detected vehicles. The graphical interface must operate on current department core operating system software. The software must automatically select the correct baud rate and serial communication port from up to 15 serial communication ports. The software must also operate over a TCP/IP connection and support a dial-up modem connection.

When required to interface with Traffic Management Center software, the RVSD system software must meet Transportation Sensor Subsystem Protocol requirements as documented in latest version available on the Department's website.

The software must give the operator complete control over the configuration process.

The operator must have the ability to save the configuration information to a file or reload the RVSD configuration from a file using the graphical user interface software.

Using the installation software the operator must be able to:

- easily change the baud rate on the sensor by selecting baud rates from a drop-down list
- add response delays for the communication ports to allow for communication stabilization.
- switch between data pushing and data polling, and
- change the RVSD's settings for Flow Control from none to RTS/CTS and vice versa.

The operator must be able to upload new firmware into non-volatile memory of the RVSD over any supported communication channel including TCP/IP networks.

- F. **Software.** Provide any and all programming and software required to support the RVSD system. Install the programming and software in the appropriate equipment at the time of acceptance testing. Complete and pass acceptance testing using a stable release of the programming and software provided.

Provide software update(s) free of charge during the warranty period.

- G. **Manufacturing Requirements.** Ensure the assembly of the units adheres to industrial electronic assembly practices for handling and placement of components.

The RVSD must undergo a rigorous sequence of operational testing to ensure product functionality and reliability. Include the following tests:

- Functionality testing of all internal subassemblies
- Unit level burn-in testing of 24 hours duration or greater
- Final unit functionality testing prior to shipment

Provide test results and all associated data for the above testing, for each purchased RVSD by serial number. Additionally, maintain and make available manufacturing quality data for each purchased RVSD by serial number.

Externally, the RVSD must be modular in design to facilitate easy replacement in the field. Ensure the total weight of the RVSD does not exceed 5 lbs.

Ensure all external parts are protected against corrosion, fungus growth and moisture deterioration.

- H. **FCC.** Ensure the RVSD has Federal Communications Commission (FCC) certification. Display the FCC-ID number on an external label. Ensure each RVSD is Federal Communications Commission (FCC) certified under CFR 47, Part 15, section 15.245 or 15.249 as a field disturbance sensor. Display this certification on an external label on each device according to the rules set out by the FCC.

Provide the RVSD system that is FCC certified under Part 15, Subpart C, Section 15.245 or 15.249 for low-power, unlicensed, continuous radio transmitter operation. Assure that the RVSD system will not cause harmful interference to radio communication in the area of installation. If the operation of the RVSD system causes harmful interference, correct the interference at the Contractor's expense.

Provide the RVSD that transmits in the 24.00 – 24.25 GHZ frequency band and meets the power transmission and frequency requirements specified under sections 15.245 and 15.249 of CFR 47 across the operating temperature of the device and over time as the sensor ages.

Provide documentation proving compliance to all FCC specifications.

- I. **Support.** Ensure installers and operators of the RVSD are fully trained in the installation, auto-configuration and use of the device.

The manufacturer must thoroughly train installers and operators to correctly perform the tasks required to ensure accurate RVSD performance. The amount of training necessary for each project will be determined by the manufacturer (not less than 4 hours) and must be included, along with training costs, in the manufacturer's quote. In addition, provide technical support to provide ongoing operator assistance.

- J. **Power Requirements.** Provide the RVSD that operates either at 12 VDC to 28 VDC via a solar power assembly to be included as part of this item. The solar power plant shall be capable of providing safe and reliable power generation for 12 volt DC powered equipment without assistance of commercial AC power. The system shall be a rugged, corrosion resistant and low maintenance design with a minimum of five days battery bank autonomy and solar array maintaining a 1% annual statistical loss of load probability for the site location. Items included in the assembly shall include at minimum, solar panels, mounting brackets, cabinet, solar controller, batteries, and circuit breakers.

- K. **Wiring.** Provide wiring that meets the requirements of the National Electric Code. Provide wires that are cut to proper length before assembly. Provide cable slacks to facilitate removal and replacement of assemblies, panels, and modules. Do not double-back wire to take up slack. Lace wires neatly into cable with nylon lacing or plastic straps. Secure cables with clamps. Provide service loops at connections.

- L. Transient Suppression.** Provide DC relays, solenoids and holding coils that have diodes or other protective devices across the coils for transient suppression.
- M. Power Service Protection.** Provide equipment that contains readily accessible, manually re-settable or replaceable circuit protection devices (such as circuit breakers or fuses) for equipment and power source protection.

Provide and size circuit breakers or fuses such that no wire, component, connector, PC board or assembly must be subjected to sustained current in excess of their respective design limits upon the failure of any single circuit element or wiring.
- N. Fail Safe Provision.** Provide equipment that is designed such that the failures of the equipment will not cause the failure of any other unit of equipment. Ensure automatic recovery from power failure will be within 15 sec. after resumption of power.
- O. Mechanical Requirements.** Enclose the RVSD in a Lexan polycarbonate, ultraviolet resistant material. The unit must be classified as watertight according to the NEMA 250 Standard.

Provide the RVSD that will withstand a drop of up to 3 ft. without compromising its functional and structural integrity.

Do not use silicone gels or any other material for enclosure sealing that will deteriorate under prolonged exposure to ultraviolet rays. Ensure the overall dimensions of the box, including fittings, do not exceed 13 in. x 9 in. x 9 in. Ensure the overall weight of the box, including fittings, does not exceed 15 lbs.

Coat all printed circuit boards with a clear-coat moisture and fungus resistant material (conformal coating).

Ensure external connection for telecommunications and power be made by means of a single military style multi-pin connector, keyed to preclude improper connection.

- 1. **Modular Design.** Provide equipment that is modular in design to allow major portions to be readily replaced in the field. Ensure modules of unlike functions are mechanically keyed to prevent insertion into the wrong socket or connector.

Identify modules and assemblies clearly with name, model number, serial number and any other pertinent information required to facilitate equipment maintenance.
- 2. **Connectors and Harnesses.** Provide external connections made by means of connectors. Provide connectors that are keyed to preclude improper hookups. Color code and appropriately mark wires to and from the connectors.

Provide connecting harnesses of appropriate length and terminated with matching connectors for interconnection with the communications system equipment.

Provide pins and mating connectors that are plated to improve conductivity and resist corrosion. Cover connectors utilizing solder type connections by a piece of heat shrink tubing securely shrunk to insure that it protects the connection.
- 3. **Environmental Requirements.** Provide RVSD capable of continuous operation over a temperature range of -35°F to +165°F and a humidity range of 5% to 95% (non-condensing).

3. Construction.

- A. General.** Provide equipment that utilizes the latest available techniques for design and construction with a minimum number of parts, subassemblies, circuits, cards, and modules to maximize standardization and commonality.

- B. RF Design.** The circuitry shall be void of any manual tuning elements that could lead to human error and degraded performance over time. All transmit modulated signals shall be generated by means of digital circuitry, such as a direct digital synthesizer, that is referenced to a frequency source that is at least 50 parts per million (ppm) stable over the specified temperature range, and ages less than 6 ppm per year. Any upconversion of a digitally-generated modulated signal shall preserve the phase stability and frequency stability inherent in the digitally-generated signal. These specifications ensure that, during operation, the RVSD strictly conforms to FCC requirements and that the radar signal quality is maintained for precise algorithmic quality.
- C. Mounting and Installation.** Install the RVSD according to manufacturer's recommendations to achieve the specified accuracy and reliability.

Verify, with manufacturer assistance, the final RVSD placement if the RVSD is to be mounted near large planar surfaces (sound barrier, building, parked vehicles, etc.) that run parallel to the monitored roadway.

Include, at a minimum, radar detector unit, enclosures, connectors, cables, junction box, mounting equipment and hardware, controller interface boards and assemblies, local and remote software, firmware, power supply units and all other support, calibration, and test equipment for the RVSD system.

Furnish the RVSD with bracket or band designed to mount directly to a pole or overhead mast-arm or other structure. Ensure the mounting assembly has all stainless steel, or aluminum construction, and supports the load of the RVSD. Incorporate for the mounting assembly a mechanism that can be tilted in both axis, then locked into place, to provide the optimum area of coverage. Ensure the mounting bracket is designed and installed to prevent sensor re-positioning during 80 mph wind conditions.

Proper placement, mounting height and orientation of the RVSD systems are critical to the overall performance and accuracy of the systems and must conform to the manufacturer's published requirements for the system provided. Install the RVSD units as shown on the plans. Analyze each proposed pole location to assure that the RVSD installation will comply with the manufacturer's published installation instructions. Advise the Engineer, before any trenching or pole installation has taken place, of any need to move the pole from the location indicated in the plans in order to achieve the specified detector performance. Confirm equipment placement with the manufacturer before installing any equipment.

Ensure alignment, configuration and any calibration of the RVSD takes less than 15 minutes per lane once mounting hardware and other installation hardware are in place. Install RVSD units such that each unit operates independently and that detectors do not interfere with other RVSD units or other equipment in the vicinity.

- D. Electronic Components.** Provide electronic components in accordance with Special Specification, "Electronic Components".
- E. Mechanical Components.** Provide external screws, nuts and locking washers that are stainless steel. Provide parts made of corrosion resistant material, such as plastic, stainless steel, anodized aluminum or brass. Protect materials from fungus growth and moisture deterioration. Separate dissimilar metals by an inert dielectric material.
- F. Documentation Requirements.** Provide documentation in accordance with Article 4, Special Specification, "Testing, Training, Documentation, Final Acceptance, and Warranty".
- G. Testing.** Perform testing in accordance with Article 2, Special Specification, "Testing, Training, Documentation, Final Acceptance, and Warranty." Test all RVSD to ensure that they comply with all FCC and Department specifications.

Supply a medical statement as to the safety of the unit to the general public (example: Pacemakers, etc.).

Additional testing requirement is as follows:

1. **NEMA 4X Testing.** The RVSD enclosure must conform to test criteria set forth in the NEMA 250 Standard for Type 4X enclosures. Provide third party enclosure test results for each of the following specific Type 4X criteria:

- External Icing (NEMA 250 Clause 5.6)
- Hose-down (NEMA 250 Clause 5.7)
- 4X Corrosion Protection (NEMA 250 Clause 5.10)
- Gasket (NEMA 250 Clause 5.14)

2. **NEMA TS2-1998 Testing.** The RVSD must comply with the applicable standards stated in the NEMA TS2-1998 Standard. Provide third party test results for each of the following specific tests:

- Shock pulses of 10g, 11 ms half sine wave
- Vibration of .5 Grms up to 30 Hz
- 300 V positive/negative pulses applied at 1 pulse per second at minimum and maximum DC supply voltage
- Cold temperature storage at -49°F for 24 hours
- High temperature storage at +185°F for 24 hours
- Low temp, low DC supply voltage at -30°F and 10.8 VDC
- Low temp, high DC supply voltage at -30°F and 26.5 VDC
- High temp, high DC supply voltage at 165°F and 26.5 VDC
- High temp, low DC supply voltage at 165°F and 10.8 VDC

3. **Performance Testing.** Ensure the RVSD meets functional performance requirements of Section 2.A by the following methods:

Verify volume accuracy by comparing recorded video to the RVSD detections. Record the number of missed vehicles and false detections. Calculate errors by dividing the difference between missed and false detections, obtained over a minimum of 24 hours, by the total number of vehicles. To ensure low variability in performance, missed and false detections must not exceed 15%. Provide such performance analysis for the following environments:

- Free flowing traffic (speeds greater than 45 MPH)
- Congested traffic (speeds from 15 to 40 MPH)
- Traffic in lanes adjacent to a concrete barrier
- 10 ft. and 200 ft. lateral offset- simultaneous performance
- Occluded vehicle error must not exceed 15%

Verify speed accuracy with laser speed gun, or by video speed trap using the frame rate as a time reference.

- H. **Experience Requirements.** The contractor or subcontractor involved in the installation and testing of the RVSD must, as a minimum, meet the following experience requirements:
Two years continuous existence offering services in the installation of RVSD systems.

Two installed RVSDs where systems have been in continuously satisfactory operation for at least 1 year. Submit as proof, photographs or other supporting documents, and the names, addresses and

telephone numbers of the operating personnel of the business or agency owning the system who can be contacted by the Department regarding the system.

Provide necessary documentation of contractor or subcontractor qualifications pursuant to contract award.

- I. **Technical Assistance.** Ensure that a manufacturer's technical representative is available on site to assist the Contractor's technical personnel at each installation site and with RVSD equipment installation and communication system configuration.
Do not execute the initial powering up of the RVSD without the permission of the manufacturer's representative.
 - J. **Training.** Provide training in accordance with Article 3, Special Specification, "Testing, Training, Documentation, Final Acceptance and Warranty."
 - K. **Warranty.** Provide a warranty in accordance with Article 6, Special Specification, "Testing, Training, Documentation, Final Acceptance and Warranty."
4. **Measurement.** This Item will be measured as each unit complete in place.
5. **Payment.** The work performed and material furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price for "Radar Vehicle Sensing Device". This price is full compensation for furnishing all equipment described under this Item with all cables, connectors, and mounting assemblies; all documentation and testing; all labor, materials, tools training, warranty, equipment, and incidentals.

SPECIAL SPECIFICATION

WC-0002

Surge Suppression Module

- 1.0 **General.** This Item shall govern the purchase and installation of a Surge Suppression Module (SSM). Test results and other documentation demonstrating performance and capabilities shall be provided.

The SSM shall:

Requirement	Section
Include three-stage protection with gas tubes.	3.0
Have passed testing for IEC 61000-4-5 surge specifications for power lines. Common and Differential Mode surge protection for DC power up to 4kV.	4.0
Have passed testing for IEC 61000-4-5 surge specifications for communication lines. Common and Differential Mode surge protection for RS-485 communication up to 4kV and clamping voltage at 8 VDC.	5.0
Have passed testing for IEC 61000-4-5 surge specifications for communication lines: Common and Differential Mode surge protection for RS-232 DTE communication with CTS/RTS up to 4kV and clamping voltage at 11 VDC.	6.0
Have passed testing for the NEMA TS2 -1998 Environmental specification.	7.0
Include pluggable screw terminals, RS-232 DTE DB-9 connector and RS-485 RJ-11 connector for easy installation.	8.0
Mount to a DIN rail with hot swappable power and communication buses.	9.0
Have a burn-in test conducted prior to shipment.	10.0
Have extended support options available.	11.0
Be warranted for a period of one (1) year from date of shipment.	12.0

2.0 Product Description. The SSM shall suppress electrical surges up to 4 kV on DC power lines, RS-485 and RS-232 with CTS/RTS communication lines to any device connected to the SSM. The SSM shall be designed to protect a Radar Vehicle Sensing Device from surges coming from a traffic cabinet, or protect a cabinet from surges coming from the RVSD.

3.0 Three-Stage Protection. The SSM shall have a three-stage surge suppression design. The first stage shall be gas tubes followed by a second stage using inductors on the DC power lines and TVS diodes on the communication buses. The third stage shall have a resettable fuse (PTC) on the DC power line and varistors on all communication buses.

4.0 DC Power Protection. The SSM shall comply with the applicable standards stated in the IEC 61000-4-5 Standard for DC power lines. Test results shall be made available for the following test conditions:

- Surge voltages $\pm 0.5\text{kVA}$, 1kVA, 2kVA and 4kVA
- Common mode (input to ground)
- Differential mode (input to input)
- 8x20 μs waveform
- 2 ohm generator impedance
- 1-minute pause between surges

5.0 RS-485 Protection. The SSM shall comply with the applicable standards stated in the IEC 61000-4-5 Standard for communication lines. The RS-485 communication bus shall have a clamping voltage of 8 VDC and a 12 VDC differential clamping voltage. Test results shall be made available for the following test conditions:

- Surge voltages $\pm 0.5\text{kVA}$, 1kVA, 2kVA and 4kVA
- Common mode (input to ground)
- Differential mode (input to input)
- 8x20 μs waveform
- 12 ohm generator impedance
- 1-minute pause between surges

6.0 RS-232 with CTS/RTS Protection. The SSM shall comply with the applicable standards stated in the IEC 61000-4-5 Standard for communication lines. The RS-232 communication bus shall have a clamping voltage of 11 VDC. Test results shall be made available for the following test conditions:

- Surge voltages $\pm 0.5\text{kVA}$, 1kVA, 2kVA and 4kVA
- Common mode (input to ground)
- Differential mode (input to input)
- 8x20 μs waveform
- 12 ohm generator impedance
- 1-minute pause between surges

7.0 NEMA TS2-1998 Testing. The SSM shall comply with the applicable standards stated in the NEMA TS2-1998 Standard. Test results shall be made available for each of the following tests:

- Shock pulses of 10g, 11 ms half sine wave
- Vibration of .5 Grms up to 30 Hz
- 300 V positive/negative pulses applied at 1 pulse per second at minimum and maximum DC supply voltage
- Cold temperature storage at -45° C for 24 hours
- High temperature storage at +85° C for 24 hours
- Low temp, low DC supply voltage at -34° C and 10.8 VDC

- Low temp, high DC supply voltage at -34° C and 26.5 VDC
- High temp, high DC supply voltage at 74° C and 26.5 VDC
- High temp, low DC supply voltage at 74° C and 10.8 VDC

8.0 Pluggable Terminals. The SSM shall have pluggable screw terminals allowing the user to wire a contact closure data collector to the SSM before installation to make installation easy and to minimize incorrect wiring. The SSM shall also have an unprotected 9-pin D-sub connector for the RS-232DTE with CTS/RTS communication bus and an unprotected RJ-11 connector for the RS-485 communication bus for quick connectivity.

9.0 DIN Rail Mounted. The SSM shall mount to a DIN rail with hot swappable surge protected power and communication buses for quick installation and replacement.

10.0 Burn-In Testing. Before shipping, each SSM shall have a burn-in test period of not less than one (1) day while connected to a surge-protected device. After the burn-in testing is completed, the SSM shall be re-tested for proper functionality.

11.0 Extended Support. Extended support options shall be available. Contact the manufacturer's representative for more information.

12.0 Warranty. The SSM shall be warranted to be free from material and workmanship defects for a period of one (1) year from date of shipment.

MK Battery Valve-Regulated, Gelled-Electrolyte Battery 8G31

8G31

SPECIFICATIONS

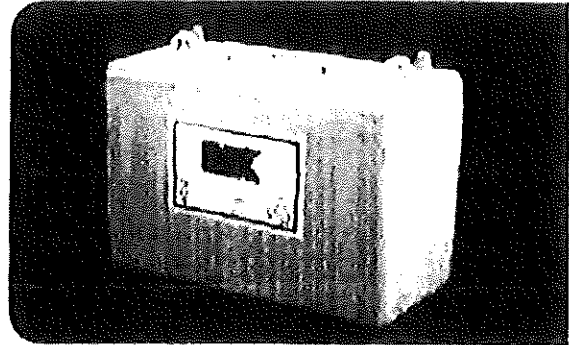
Nominal Voltage (V)	12V
Capacity at C/100	108Ah
Weight	71.7 Lbs. (32.5 kg)
Plate Alloy	Lead Calcium
Posts	Forged terminals & bushings
Container/Cover	Polypropylene
Operating Temperature Range	-76°F (-60°C) – 140°F (60°C)
Charge Voltage @ 68°F (20°C)	
Cycle	2.30 - 2.35 VPC
Float	2.25 - 2.30 VPC
Vent	Self-sealing (2 PSI operation)
Electrolyte	Sulfuric acid thixotropic gel
Resistance	4.0 Milliohms (full charge)
Terminal	T876

Rated non-spillable by ICAO, IATA and DOT
Approved by CEC

Made in the U.S.A by East Penn Manufacturing

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Valve-Regulated, Gelled-Electrolyte Battery



DIMENSIONS

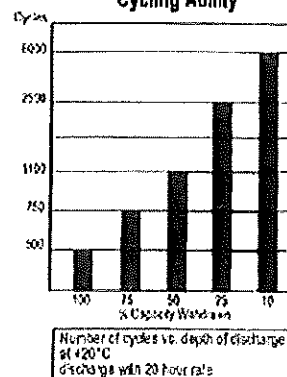
Length (mm)	12.94 (320 mm)
Width (mm)	6.75 (171 mm)
Height (mm)	9.75 (248 mm)

Received

JUL 16 2008

HNTB Corp.
Rome, NY

Cycling Ability



MK Battery

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WILLIAMSON COUNTY PROPOSAL FORM

TRAFFIC COUNTING EQUIPMENT FOR US 183

Item	Qty	Price/Ea	Extended Price
Drill Shaft (Rdwy III Pole) (30 In)	16	\$ /LF	\$
Riprap (Conc) (Cl B) (4")	0.70	\$ /CY	\$
Ins Rdwy III Assem (30') (Shoe)	2	\$ /Ea	\$
Assist Traffic Counter Provider with Installation of Counter Assemblies	1	\$ /LS	\$
Radar Vehicle Sensing Device	2	\$ /Ea	\$
Surge Protector	2	<i>Subsidiary to RVSD</i>	<i>Subsidiary to RVSD</i>
40' Pigtail	2	<i>Subsidiary to RVSD</i>	<i>Subsidiary to RVSD</i>
Cabinet with Mounting Bracket	2	<i>Subsidiary to RVSD</i>	<i>Subsidiary to RVSD</i>
Wireless Modem	2	<i>Subsidiary to RVSD</i>	<i>Subsidiary to RVSD</i>
Modem Cable	2	<i>Subsidiary to RVSD</i>	<i>Subsidiary to RVSD</i>
Solar Assembly	2	<i>Subsidiary to RVSD</i>	<i>Subsidiary to RVSD</i>
Batteries	6	<i>Subsidiary to RVSD</i>	<i>Subsidiary to RVSD</i>
Total Assembly and Installation Cost			\$

Does your proposed product meet **all** listed specifications? yes or no (please circle)

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SOME ALL POLICE FOUNDATION LOCATIONS FOR APPROVAL BEFORE
SCHEDULING FUTURE OPERATIONS.

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FOR MATERIALS FROM DISQUALIFIED NATIONAL PRODUCERS. LIST IS BEING ON THE TEXAS DEPARTMENT OF TRANSPORTATION TRACT. ----- CONSTRUCTION DIVISION'S COST MATERIALS MAINTAINED LIST. 242

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ALTERNATE DESIGNS TO RIV-ON OR THE USE OF ALUMINUM TO FABRICATE POOLS WILL REQUIRE THE CONSULTATION OF A QUALIFIED ENGINEER ELECTRICALLY. SEE INSTRUCTIONS ON SUBMITTING AND DRAWING ELECTRICALLY TO THE
INTERNATIONAL POOL SPA EXHIBIT, CALL OR VISIT US

FILE IN FUTURE GUIDE TO ELECTRONIC NEWS JOURNALING

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Figure 1. The effect of the concentration of the monomer on the polymerization of α -methylstyrene initiated by $\text{C}_6\text{H}_5\text{MgBr}$ in THF at -78°C for 2 h. The concentration of the initiator was 0.01 mol/L . The concentration of the monomer was 0.01 mol/L (○), 0.02 mol/L (□), 0.03 mol/L (△), 0.04 mol/L (◇), 0.05 mol/L (×), 0.06 mol/L (●), 0.07 mol/L (○), 0.08 mol/L (□), 0.09 mol/L (△), 0.10 mol/L (◇).



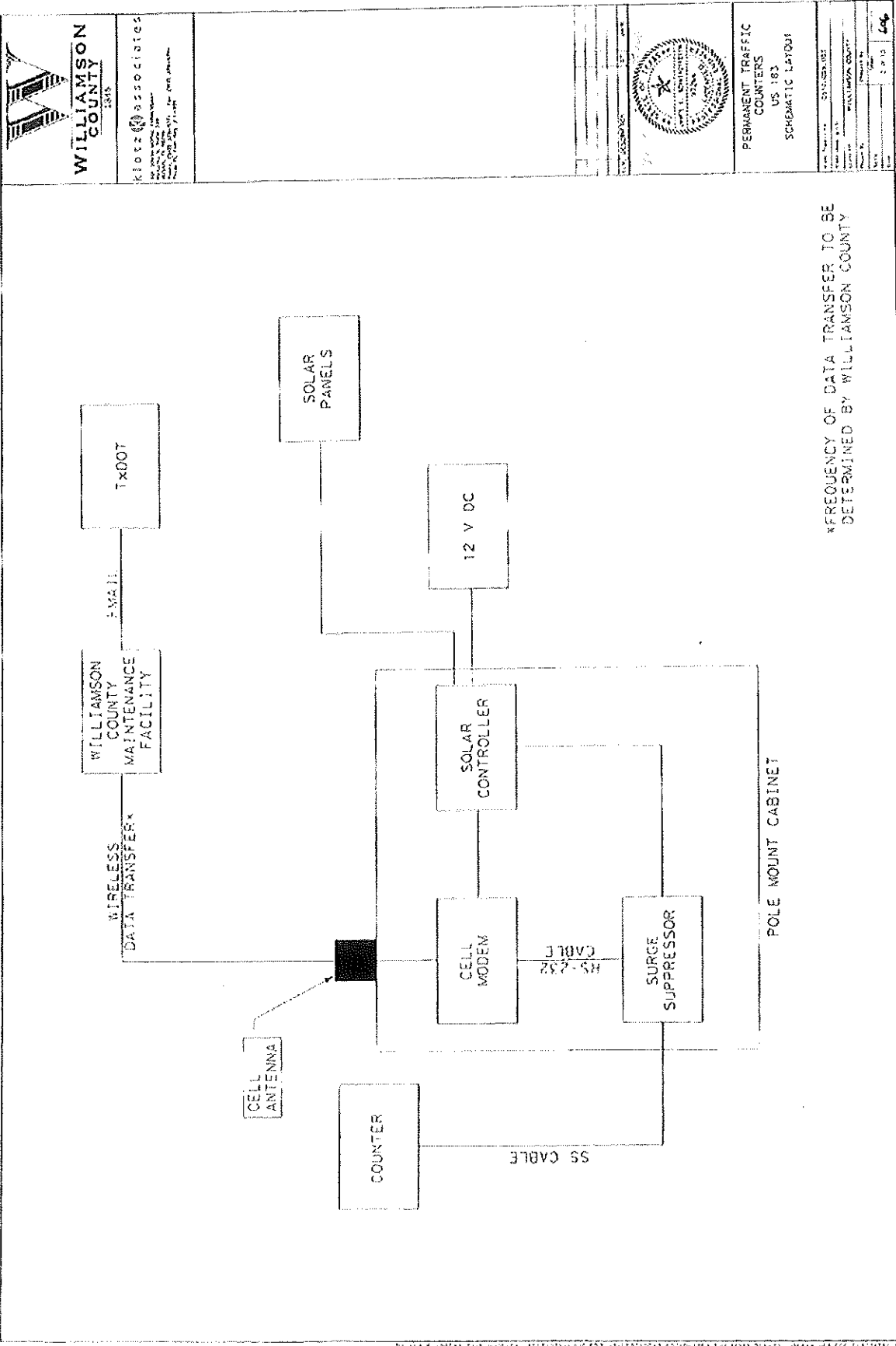
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PERMANENT TRAFFIC
COUNTERS
US 103
GENERAL NOTES &
QUANTITIES

[illegible]



FREQUENCY OF DATA TRANSFER TO BE DETERMINED BY WILLIAMSON COUNTY



WILLIAMSON COUNTY
2015

Kloster Associates
10000 Highway 100, Suite 100
Houston, Texas 77055
Phone: 281.460.1111
Fax: 281.460.1112

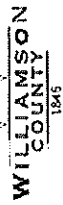


WILLIAMSON COUNTY, TEXAS
COUNTY CLERK
JANUARY 1, 1856

PERMANENT TRAFFIC COUNTERS
US 183
SCHEMATIC LAYOUT

Project No: 2015-0001-001
Project Name: US 183
Client: WILLIAMSON COUNTY
Project Manager: [Blank]
Date: 2/10/15

Page: 1 of 1



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LEGEND

PLANNED DEPART
INVESTMENTS
COUNTRY LOCATIONS



PERMANENT TRAFFIC
COUNTERS
US 183
PROJECT LAYOUT

2385. 224, 921

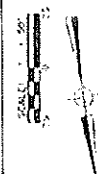
Year	Number of cases	Number of deaths
1990	10	0
1991	15	0
1992	20	0
1993	25	0
1994	30	0
1995	35	0
1996	40	0
1997	45	0
1998	50	0
1999	55	0
2000	60	0
2001	65	0
2002	70	0
2003	75	0
2004	80	0
2005	85	0
2006	90	0
2007	95	0
2008	100	0
2009	105	0
2010	110	0
2011	115	0
2012	120	0
2013	125	0
2014	130	0
2015	135	0
2016	140	0
2017	145	0
2018	150	0
2019	155	0
2020	160	0
2021	165	0
2022	170	0
2023	175	0
2024	180	0
2025	185	0
2026	190	0
2027	195	0
2028	200	0
2029	205	0
2030	210	0
2031	215	0
2032	220	0
2033	225	0
2034	230	0
2035	235	0
2036	240	0
2037	245	0
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2039	255	0
2040	260	0
2041	265	0
2042	270	0
2043	275	0
2044	280	0
2045	285	0
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2067	395	0
2068	400	0
2069	405	0
2070	410	0
2071	415	0
2072	420	0
2073	425	0
2074	430	0
2075	435	0
2076	440	0
2077	445	0
2078	450	0
2079	455	0
2080	460	0
2081	465	0
2082	470	0
2083	475	0
2084	480	0
2085	485	0
2086	490	0
2087	495	0
2088	500	0
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100

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WILLIAMSON
COUNTY

WORLD ASSOCIATES

[illegible]

LEGEND

① STOPPING COUNTER LOCATION

2007 RELEASE UNDER E.O. 14176

64-56377-1

- CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING UTILITIES BEFORE BEGINNING ANY TYPE OF WORK.



PERMANENT TRAFFIC
COUNTERS
US 163
PLAN LAYOUT

5116.326.203

10. *How do you feel about the way the company is doing?*

3. **Application:** $\Delta G^\circ = -RT \ln K$

5

100-1000

25.23

SEP 1975

2515

535

1992

55-50,000
50,000
40,000
30,000
20,000
10,000
0

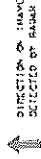


WILLIAMSON
COUNTY
1848

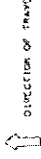
Woliz Associates

10101 W. 10th Ave.
Suite 100
Denver, CO 80231
Phone: 303.751.1111
Fax: 303.751.1112

LEGEND



DIRECTION OF TRAVEL
DETECTED BY RADAR

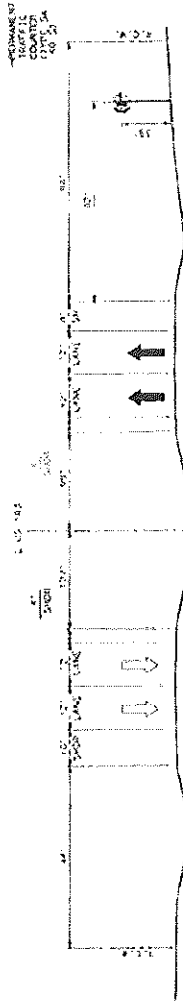


DIRECTION OF TRAVEL

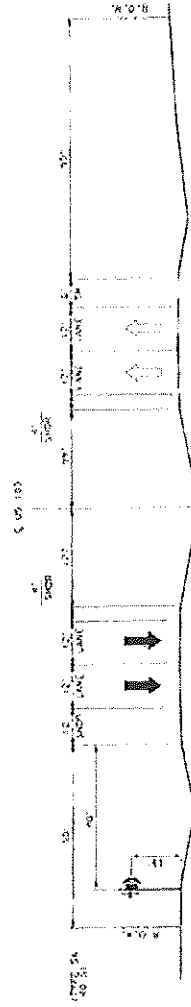


PERMANENT TRAFFIC
COUNTERS
US 183
TYPICAL SECTIONS

Project Name	US 183, 2012
Project Number	183-001
Client	Williamson County
Contract Number	183-001
Contract Value	\$1,000,000
Contract Start Date	10/1/12
Contract End Date	9/30/15
Contract Status	Completed



PERMANENT TRAFFIC COUNTER
TYPICAL SECTION
STATION 234+50

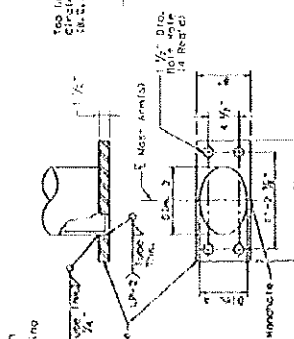


PERMANENT TRAFFIC COUNTER
TYPICAL SECTION
STATION 235+00

[illegible]

0. Spherical dusts, holes with architepal fragments still near the requirements shown in figure 1.

[illegible]

SHOE BASE
BASEPLATE

MOUNTING HEIGHTS	BOLT CIRCLE	SOURCE	THICK.	BOLT HOLE DIAMETER
20" - 30"	12"	12"	1/4"	1 1/8"
40"	15"	15"	1/4"	1 1/8"
50"	15 1/2"	15"	1/4"	1 1/8"

TRANSFORMER
BASE BASEPLATE

ROUTING WEIGHTS	RECT CIRCLE	SQARE	THICK	CONNECTING BOLT DIA.	BOLT HOLE DIAMETER	TRANSFORMER BASE TYPE
20" - 20"	13"	13"	1 1/4"	1"	1 1/4"	A
40"	15"	15"	1 1/4"	1 1/4"	1 1/2"	B
50"	15"	1 1/2"	1 1/2"	1 1/4"	1 1/2"	C

CONCRETE TRAFFIC

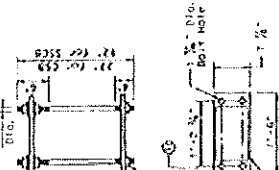
CONCRETE TRAFFIC BARRIER BASE BASEPLATE TABLE		
COUNTING HEIGHTS	POLE DIA. (2)	DIA. & DIA. R
28" - 38"	"	7" x 1/4" 10" x 1/4"
40" - 42 1/2"	12 1/2"	7" x 1/4" 13" x 1/4"

For mounting heights between those shown in the table, use the values in the table for the lower mounting height.

All Broadway Data's also meet the structural requirements of the latest edition of the AASHTO Standard Specifications for Structural Supports for Highway Bridges, Limiting and Field Signs, and shall have been tested by a full-scope test method. All Data's shall have their structural capacity tested to resist 100% of the design weight.

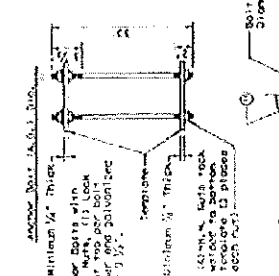
[illegible]

Labels shall be attached, marked or by other appropriate means, to the containers of the material. This information shall be placed in a readily accessible location, inside or outside the base, but shall not be placed on the door.

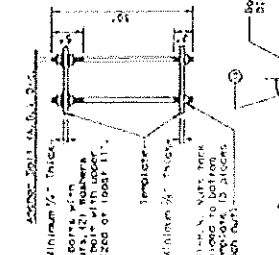


31V7dM31

CONCRETE TRAFFIC BARRIER
BASE ANCHOR BOLT ASSEMBLY



いふに



1. *Chlorophyll a* (Chl *a*)
 2. *Chlorophyll b* (Chl *b*)
 3. *Chlorophyll c* (Chl *c*)
 4. *Chlorophyll d* (Chl *d*)
 5. *Chlorophyll e* (Chl *e*)
 6. *Chlorophyll f* (Chl *f*)
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 8. *Chlorophyll h* (Chl *h*)
 9. *Chlorophyll i* (Chl *i*)
 10. *Chlorophyll j* (Chl *j*)
 11. *Chlorophyll k* (Chl *k*)
 12. *Chlorophyll l* (Chl *l*)
 13. *Chlorophyll m* (Chl *m*)
 14. *Chlorophyll n* (Chl *n*)
 15. *Chlorophyll o* (Chl *o*)
 16. *Chlorophyll p* (Chl *p*)
 17. *Chlorophyll q* (Chl *q*)
 18. *Chlorophyll r* (Chl *r*)
 19. *Chlorophyll s* (Chl *s*)
 20. *Chlorophyll t* (Chl *t*)
 21. *Chlorophyll u* (Chl *u*)
 22. *Chlorophyll v* (Chl *v*)
 23. *Chlorophyll w* (Chl *w*)
 24. *Chlorophyll x* (Chl *x*)
 25. *Chlorophyll y* (Chl *y*)
 26. *Chlorophyll z* (Chl *z*)
 27. *Chlorophyll aa* (Chl *aa*)
 28. *Chlorophyll ab* (Chl *ab*)
 29. *Chlorophyll ac* (Chl *ac*)
 30. *Chlorophyll ad* (Chl *ad*)
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 131. *Chlorophyll azaa* (Chl *aza*)
 132. *Chlorophyll abz* (Chl *abz*)
 133.



SHEET 4 OF 4

Texas Department of Transportation
Traffic Operations Division

ROADWAY ILLUMINATION POLES

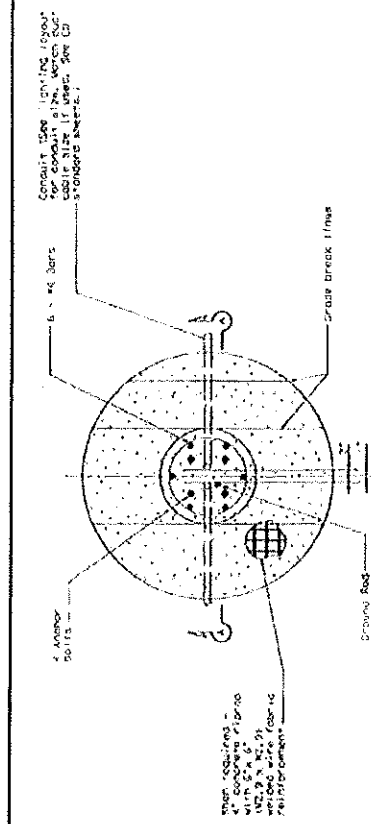
RIP(4)-07

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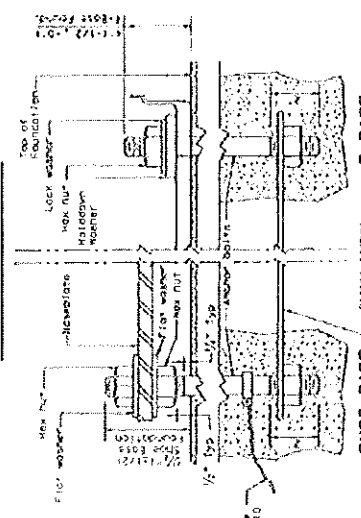
ANCHOR BOLT FABRICATION TOLERANCES TABLE	
DIMENSION	TOLERANCE
Length	$\pm \frac{1}{16}''$
Threaded length	$\pm \frac{1}{16}''$
Gas-vented length (if required)	$\pm \frac{1}{16}''$

WINDING HEIGHTS	BOLT D.O. CIRCLE D.I.A.	BOLT SQUARE DIAMETER	CTR. HOLES D.O. CIRCLE DIAMETER
30" - 36"	1" - 1 1/4"	3/4"	1 1/2"
42" - 50"	1 1/2" - 1 7/8"	16 3/16"	1 1/2"

MOUNTING WEIGHTS	BOLT		CTR. HOLE DIAMETER	TOT. HOLE DIAMETER
	A.D. DIA.	CIRC. DIA.		
20" - 50"	1"	1 1/2"	3"	1 1/4"
40" - 50"	1 1/4"	2"	3 1/2"	1 3/4"



FOUNDATION DETAIL



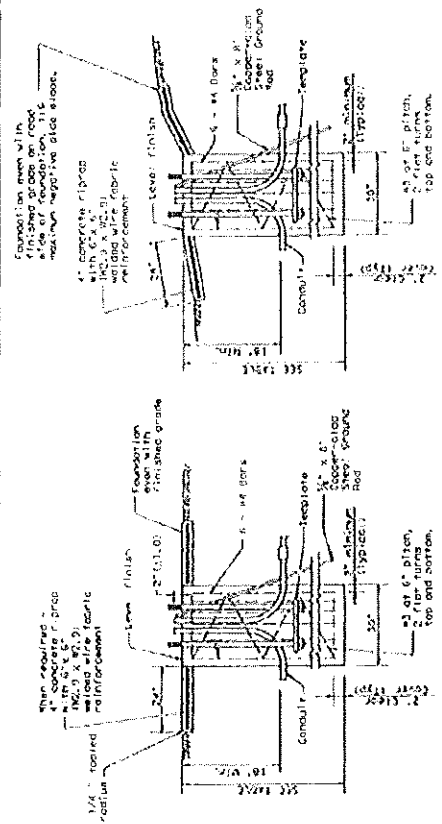
T-BASE

SHOE BASE

ANCHOR BOLT DETAIL

1. "Recommended Foundation Longline" table is for information purposes only. Foundation drawings shall be shown on the plans or as directed by the Engineer. Foundations will be paid for under Item 410, "Foundation for Roadway Illumination".
2. Erect roadway illumination assembly poles, poles, and trip, and level the top of the foundation at the pole. The pole will be placed. Use leveling nuts to align above base plate. Do not use shims or leveling nuts under transformer bases. Do not drive between transformer and the foundation.
3. Use appropriate clean of concrete as specified in Items 416 and 422.
4. Place riprap around the foundation when called for elsewhere in the plans. Riprap will be paid for under Item 410, "Foundation for Roadway Illumination".
5. On the plan, riprap shall be indicated by a dashed line. The riprap shall be placed in a layer 2 ft. from the edge of the foundation, or outside the clear zone, except that 2 ft. from curb road is required for a minimum of 2 ft. from curb road. The riprap shall be placed in a layer 2 ft. from the edge of the foundation, or outside the clear zone, except that 2 ft. from curb road is required for a minimum of 2 ft. from curb road. The riprap shall be placed in a layer 2 ft. from the edge of the foundation, or outside the clear zone, except that 2 ft. from curb road is required for a minimum of 2 ft. from curb road.
6. Install a minimum of 2 conductors in each foundation. See lighting layout sheets for location of foundations with more than 2 conductors. Cap unused conductors in foundations on both ends.
7. Conductors in foundations shall be critical for roadway devices. Please conductors 2 in. apart or more.
8. Bond conductor bolt to rebar cage with 4 bare stranded copper conductor. Use fitted section of copper cage.
9. Bond conductor bolt to rebar cage with 4 bare stranded copper conductor. Use fitted section of copper cage.
10. Bond conductor bolt to rebar cage with 4 bare stranded copper conductor. Use fitted section of copper cage.
11. Use 1/2" x 1/2" on T-base foundations that are located on a sloped grade.

OF THIS WORK IS TO BE DONE BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING UNDER OR ADJACENT TO THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING UNDER OR ADJACENT TO THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING UNDER OR ADJACENT TO THE WORK.



SECTION A-A
SHOWING CONSTANT GRADE

SECTION A-A
DURING SLOPED GRADE

PAY QUANTITY OF RIPRAP PER FOUNDATION (Payoff only when shown on the plans)

FOUNDATION DIAMETER	DIAPHRAGM DIAMETER (BL. D)	DIAPHRAGM DIAMETER (BL. D)	DIAPHRAGM DIAMETER (BL. D)
30 in.	70 in.	70 in.	0.35 CY

ANCHOR BOLTS

POLE MOUNTING HEIGHT	BOLT SIZE	ANCHOR BOLT TYPE	ANCHOR BOLT TYPE
40 ft.	13 in.	14 in.	30 in.
40-50 ft.	15 in.	17 1/2 in.	30 in.

RECOMMENDED FOUNDATION SIZES (See note 1)

MOUNTING HEIGHT	TEAR CODE FOUNDATION	TEAR CODE FOUNDATION	TEAR CODE FOUNDATION
10	10	10	40
10-15	6'	6'	6'
15-20	8'	8'	6'
20-25	10'	10'	6'
25-30	10'	10'	6'

BREAKAWAY POLE PLACEMENT (See note 6)

FOUNDATION DIAMETER	POLE DIAMETER	POLE DIAMETER	POLE DIAMETER
30 in.	70 in.	70 in.	0.35 CY

Texas Department of Transportation
Traffic Services Division

ROADWAY ILLUMINATION DETAILS
(RDWY ILLUM FOUNDATIONS)

RIO (FND) -07

DATE: 01/01/2007
BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]

[illegible][illegible]

1. Personnel should be trained in the proper use of lighting to ensure maximum effectiveness.
2. All work area control devices (handrails, ladders, major truck doors, etc.) should be clearly marked with reflective safety tape.
3. On high speed facilities, warning signs should be installed approximately 25 feet from the work area or from the beginning of a lane change to give the driver adequate time to react to the warning signs. Signs should be placed based on the "V" of the lane situation.
4. Positive work vehicles or other equipment should be parked near the

Only use the specified products, which will be used. A list of complete products and their sources may be obtained by writing or mailing:

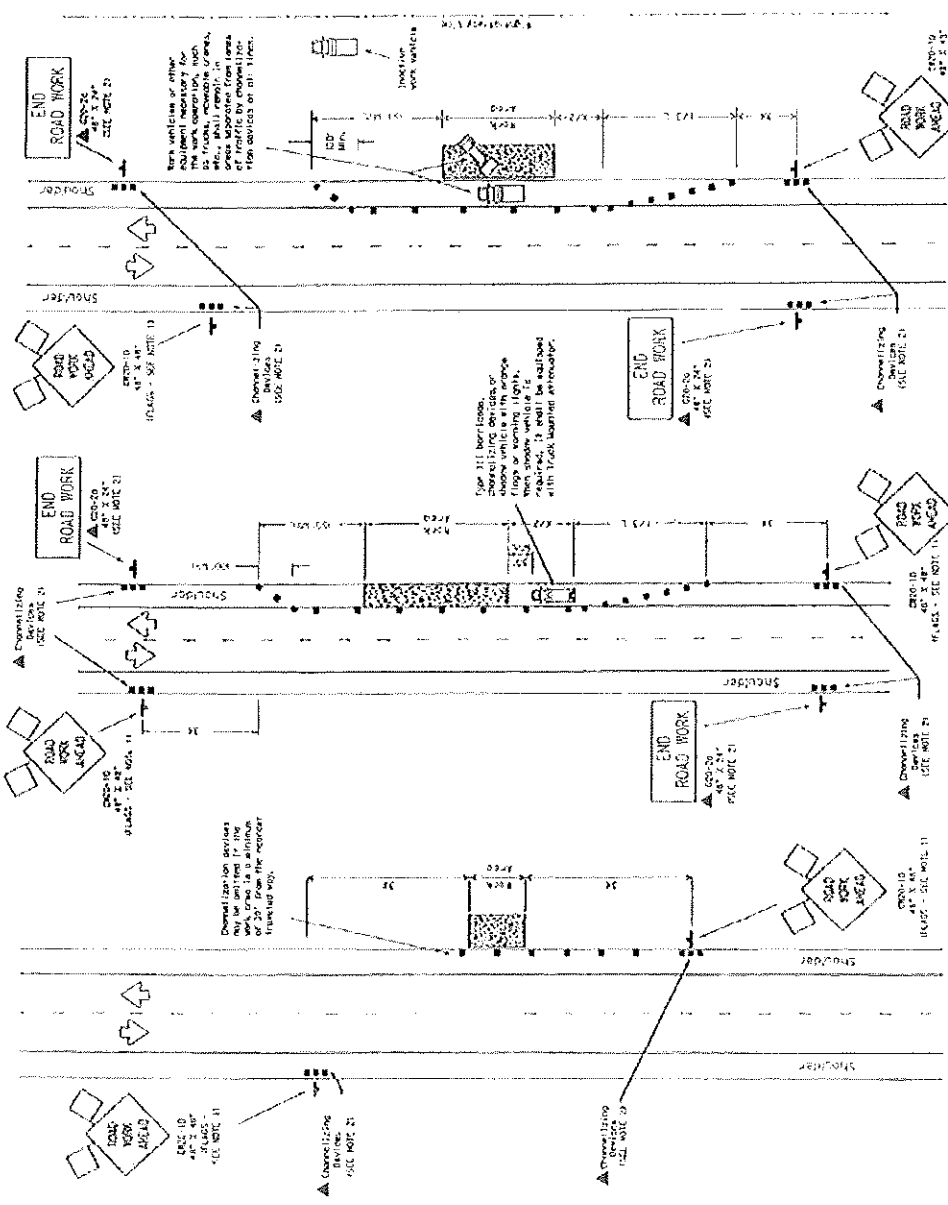
Stromberg Engineers
17001C Garcia Avenue, Division - TE
17001C Garcia Avenue, Division - TE
125 Coast 11th Street
Avalon, Texas 78701-2482
Phone 512/ 684-2325
on 512/ 684-2325
Fax 512/ 684-2325
E-mail: TE@StrombergEng.com, stom@stom.com

The requirements for shadow vehicles will be listed in the PROJECT GENERAL NOTICE Item 302, Questionnaire, Signs and Traffic Warnings.

STANDARD PLANS
TEXAS DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL PLAN

TCP(1-1)-98



101-110

TCP (1-1b)

TCP (1-19)

Commissioners Court - Regular Session**25.****Meeting Date:** 09/13/2011

Resolution for I-35 NBFR and Ramp Pass-Through Agreement

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

Information**Agenda Item**

Discuss and take appropriate action on the Resolution for the TxDOT Pass-Through Agreement (Contract No. PT2010-006-01) CSJ No. 0015-09-161, 0015-09-160, & 0015-08-128 to construct I-35 Northbound Frontage Road and ramps from approximately Westinghouse Road to SH 29 in Williamson County.

Background

AttachmentsI-35_NBFRandRamp_Pass-Through_Resolution**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/08/2011 11:26 AM
Form Started By: Marie Walters		Started On: 09/08/2011 10:36 AM
	Final Approval Date: 09/08/2011	

STATE OF TEXAS

*

THE COMMISSIONERS COURT
OF

COUNTY OF WILLIAMSON

*

WILLIAMSON COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENT that on this, the ____ day of _____, 201_, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, An Agreement with Texas Department of Transportation for “*Williamson County CSJ 0015-09-161, 0015-09-190, and 0015-08-128, I-35 Northbound Frontage Road and ramps from approximately Westinghouse Road to SH 29, Pass-Through Project – PT2010-006-01. The project includes construction of two and three lane frontage roads with or without an auxiliary lane, entrance and exit ramps, a bridge over the San Gabriel River, a south to north turnaround at RM 2243, an at-grade railroad crossing, traffic signals and illumination*” which would benefit the citizens of Williamson County.

Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation.

RESOLVED this ____ day of _____, 201_.

Dan A. Gattis, County Judge

Attest:

Nancy E. Rister, County Clerk

Commissioners Court - Regular Session**26.****Meeting Date:** 09/13/2011

TxDOT I-35 NBFR and Ramps Pass-Through Agreement

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

Information**Agenda Item**

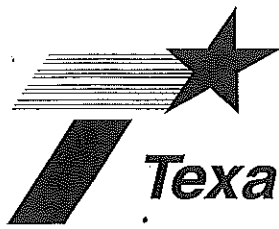
Discuss and take appropriate action on the TxDOT Pass-Through Agreement (Contract No. PT2010-006-01) CSJ No. 0015-09-161, 0015-09-160, & 0015-08-128 to construct I-35 Northbound Frontage Road and ramps from approximately Westinghouse Road to SH 29 in Williamson County.

Background

The Pass-Through Agreement includes a signature page for the agreement (page 14 of 14) as well as an acknowledgment signature for Attachment H - Exhibit "A" Certificate of Compliance which will be submitted along with the Pass-Through Agreement to "allow Williamson County to acquire real property fo the Project on behalf of the State without prior review and approval of TxDOT..."

Attachments[I-35NBFRandRamps_TxDOTPass-ThroughAgreement](#)**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/08/2011 11:26 AM
Form Started By: Marie Walters		Started On: 09/08/2011 10:43 AM
	Final Approval Date: 09/08/2011	



Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512)832-7000

August 29, 2011

The Honorable Lisa Birkman
County Commissioner
Precinct 1
Williamson County
1801 E. Old Settlers Blvd., #110
Round Rock, Texas 78664

RE: Pass-Through Toll Project - PT2010-006-01
CSJ 0015-09-161, 0015-09-190, and 0015-08-128

Dear Commissioner Birkman:

Attached are two revised copies of the Pass-Through Agreement for Payment of Pass-Through Tolls by the Department. Revisions have been made to Article 10, Construction Responsibilities, to add federal construction materials testing requirements and to Section 5 of Attachment D to add the provisions for Project Quality Assurance Program (QAP) and Independent Assurance (IA) Program. These documents replace those Agreements sent under cover letter dated March 3, 2011.

Please sign, date and return both documents to this office for further execution. Please attach as Attachment G, a copy of the county's resolution agreeing to enter the Agreement. A fully executed Agreement will be returned to you for your records.

If you have any questions, please contact Ms. Patricia L. Crews-Weight at (512) 832-7050.

Sincerely,

Carlos A. Lopez, P.E.
Austin District Engineer

Attachments

cc: Patricia L. Crews-Weight, P.E. District Design Engineer, TxDOT
John R. Wagner, P.E., Georgetown Area Office, TxDOT
Mike Walker, District Environmental Coordinator, TxDOT
Robert B. Daigh, P.E., Director of Infrastructure, Williamson County
Michael J. Weaver, Prime Strategies, Inc.

STATE OF TEXAS §

COUNTY OF TRAVIS §

**PASS-THROUGH AGREEMENT FOR PAYMENT
OF PASS-THROUGH TOLLS BY THE DEPARTMENT**

THIS AGREEMENT is entered between the State of Texas and the Developer under Transportation Code, §222.104.

Contracting Parties:

The Department: The Texas Department of Transportation
The Developer: Williamson County

BACKGROUND

Texas Transportation Code, §201.103, authorizes the Department to plan and to make policies for the location, construction, and maintenance of a comprehensive system of state highways and public roads. Transportation Code, §222.104, authorizes the Department to enter into pass-through agreements for the purpose of improving the state highway system. The Texas Transportation Commission has implemented this provision by enacting rules to be found at 43 TAC Chapter 5, Subchapter E. On June 24, 2010, the Texas Transportation Commission passed Minute Order 112305, authorizing the Developer to construct I-35 Northbound Frontage Road and ramps from approximately Westinghouse Road to SH 29 in Williamson County (the Project), the location of which is shown on **Attachment A**, which is attached to and incorporated by reference in this agreement. On August 26, 2010, the Texas Transportation Commission passed Minute Order 112391, authorizing the Department to enter a pass-through agreement with the Developer in furtherance of the Project. The governing body of the Developer has authorized entering into this agreement by resolution or ordinance dated _____, which is attached to and incorporated by reference in this agreement as **Attachment G**. In consideration of the mutual promises contained in this agreement, the Department and the Developer now agree as follows.

AGREEMENT

1. Effective Date

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed.

2. Amendments

Amendments to this agreement must be in writing and executed by both parties.

3. Scope of Work

The scope of work on I-35 Northbound Frontage Road and ramps from approximately Westinghouse Road to SH 29 in Williamson County is to construct two and three lane frontage roads with or without an auxiliary lane, entrance and exit ramps, a bridge over the San Gabriel River, a south to north turnaround at RM 2243, an at-grade railroad crossing, traffic signals and illumination. The scope of work is described in more detail in

Attachment B, which is attached to and incorporated by reference in this agreement. A Typical Section Layout and Project Schedule are contained in **Attachments E and F**, respectively, which are attached to and incorporated by reference in this agreement. Before any design, development or construction work is performed, the Developer shall confirm that Department funding for the Project is included in the Department's Unified Transportation Program and the Statewide Transportation Improvement Program.

4. Sources and Uses of Funds

- a. The total estimated cost of the Project is shown in **Attachment C**, which is attached to and incorporated by reference in this agreement. **Attachment C** includes expected cash contributions from each source of funding. The Department will pay for only those Project costs that have been approved by the Texas Transportation Commission. If the Developer will perform any work under this agreement for which reimbursement will be provided by or through the Department, the Developer must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Developer shall provide the certificate of qualification to the Department. The individual who receives the training certificate may be an employee of the Developer or an employee of a firm that has been contracted by the Developer to perform oversight of the Project. The Department in its discretion may deny reimbursement if the Developer has not designated a qualified individual to oversee the Project.
- b. The Department is responsible only for securing the funding specifically identified as the responsibility of the Department and for making that funding available to the Developer as set forth on **Attachment C**.
 - (i) The Department will reimburse the Developer with pass-through payments in the percentages and resulting amounts (the Department's Proportional Share) identified on **Attachment C** for the actual costs of labor and materials incurred in construction of the Project as determined by the low bid award of the construction contract (Actual Cost of Construction). The amount of the low bid award will be certified by the Developer in accordance with Paragraph 10. For purposes of reimbursement under this agreement, construction engineering costs are not eligible construction costs.
 - (ii) Unless and to the extent that this agreement is amended, the Department will not be responsible for funding in excess of the Maximum Pass-Through Reimbursement to Developer identified on **Attachment C**. The Developer shall be responsible for all costs associated with the Project that are not shown as the responsibility of the Department.
- c. The Department's obligation to reimburse its Proportional Share of the Actual Cost of Construction is subject to the following two exceptions.
 - (i) The Department will reimburse its Proportional Share of the amount by which the Actual Cost of Construction exceeds the Estimated Total Construction Cost identified on **Attachment C** (cost overrun). The Department's total payment obligation for the Project, however, will not exceed the Maximum Pass-Through Reimbursement amount identified on **Attachment C** (110% of Allowable Construction Costs).

- (ii) The Department will reimburse to the Developer the amount by which the Actual Cost of Construction is less than the Estimated Total Construction Cost identified on **Attachment C** (cost underrun), up to a maximum of 10 percent of the Estimated Total Construction Cost, only if all of the following conditions are met:
- (A) the total of actual cost and underrun reimbursements by the Department may not exceed the Department's Allowable Construction Costs identified on **Attachment C**;
 - (B) the amount of cost underrun received by the Developer must either be expended on the Project, or on other mutually acceptable state highway projects located in the Developer's jurisdiction;
 - (C) the amount of cost underrun received by the Developer may be expended on the actual costs of an eligible project's environmental clearance and mitigation, right of way acquisition, land surveys, engineering, utility relocation, construction, construction engineering and inspection, and financing, but not on overhead or contingent profits; and
 - (D) the Developer receives the Department's prior written consent for the expenditures.

If the above conditions are not met, there will be no reimbursement for a cost underrun.

5. Project Implementation

- a. Unless otherwise specified in this agreement, all actions required of the Developer shall be taken by the Developer's Program Manager, who shall be an individual designated by name by the Developer. The Developer's Program Manager shall be authorized by the Developer to perform all or specified aspects of the Project development and implementation. Evidence of authorization shall be submitted to the Department immediately after the effective date of this agreement. The Developer's Program Manager may delegate responsibility to another person in a writing provided to the Department. The Developer must notify the Department in writing as soon as possible, but no later than three (3) business days after authorizing a change in Program Managers.
- b. Unless otherwise specified in this agreement, all actions required of the Department shall be taken by the Department's district engineer for the Austin District. The district engineer will designate an engineer (the TxDOT Engineer), who will be assisted by other Department personnel, to oversee and monitor compliance with all responsibilities under this agreement including all phases of project development. The district engineer may delegate responsibility to the TxDOT Engineer or another person in a writing provided to the Developer. Whenever this agreement requires an action to be taken by the Department's executive director, that responsibility may be delegated to another Department employee who is not below the level of district engineer. On request, the Department will provide the Developer with a copy of the executive director's delegation of authority.
- c. The roles, the responsibilities, and the working relationship between the Developer and the Department during the implementation of the Project are defined in **Attachment D**, which is attached to and incorporated by reference in this agreement.

6. Environmental Assessment and Mitigation

Development of the Project shall comply with all applicable federal and state environmental laws, including the National Environmental Policy Act of 1969, the National Historic Preservation Act of 1966, the Clean Water Act, the Endangered Species Act, 43 TAC §2.5, and Natural Resources Code, Chapter 191.

- a. The Developer is responsible for the preparation of all documents required for the environmental clearance of the Project.
- b. The Developer is responsible for preparing for and providing all public meetings or public hearings required for development of the environmental decision and for summary and analysis of all public meetings or public hearings. When applicable, the Developer is also responsible for certifying that a public hearing has been held in accordance with applicable rules, the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987. Public hearings may not be held before environmental documents are approved for further processing and may not be held before approval of all highway schematics for the particular project.
- c. The Developer is responsible for the identification and assessment of any environmental problems associated with the development of the Project to the extent permitted by law.
- d. The Developer is responsible for the cost of all environmental permitting, mitigation, remediation, and compliance.
- e. The Developer shall submit all requests for permits, all reports, and all findings relating to the Natural Resources Code, Chapter 191, through the Department. The Developer shall provide the Department with final drafts of all necessary requests for permits, reports, and findings required by law. The Department is responsible for all coordination under those acts and for making all necessary filings with the appropriate agencies, and the Department will provide copies of those filings to the Developer. The Developer is responsible for obtaining all other permits and is responsible for obtaining all permits and approvals resulting from changes that occur after environmental approval is first obtained, except as otherwise required by law or by agreement between the Department and a state or federal agency.
- f. Before construction is begun, the Developer shall provide the Department with written certification that all required permits and commitments are complete. The Developer shall provide the Department with copies of all permit applications and approvals from each regulatory agency with environmental jurisdiction over the Project.
- g. All environmental reports and findings shall comply with the latest version of the Department's manuals. The Developer shall provide the Department with physical and electronic copies of all environmental documentation in a format approved by the Department.

7. Right of Way and Real Property

- a. The Developer is responsible for the provision and acquisition of all real property needed for the Project, including easements. All property interests shall be acquired in the State's name. The Developer may not acquire right of way until all environmental clearance procedures have been completed and either (1) right of way maps and property descriptions (field notes and plats) have been prepared, or (2) a segment of the right of way map (consisting of one or more contiguous parcels) and the field notes and plat maps for such parcel(s) have been prepared and certified to fall within the right of way limits of the approved schematic. The Developer must comply with all applicable

state and federal laws, regulations, policies, and procedures, including the requirements of the Right of Way Manual Collection of the Department's Online Manual System and Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 et seq. Documentation to support compliance must be maintained by the Developer. The Developer must obtain advance approval from the Department for any variance in established procedures. The Department's executive director may exercise discretion in authorizing an alternative procedure if it is sufficient to discharge the Department's responsibilities for acquiring real property. The Department may monitor and audit the Developer's acquisition of right of way on the Project at any time. On request, the Developer shall furnish the Department with satisfactory proof of compliance with applicable state and federal laws, regulations, policies, and procedures. If the Department determines that right of way maps, field notes, parcel plats, appraisals, access designations, acquisition documentation, relocation assistance benefits, or any other acquisition requirement is not in compliance with this agreement, the Developer shall take all necessary steps to achieve compliance. The cost for additional work to achieve compliance shall be borne by the Developer.

- b. The Developer is responsible for any required relocation assistance along the route of the right of way as may be determined to be eligible under the relocation assistance program. The relocation assistance plan must provide reasonable time frames for orderly relocation of residents and businesses being displaced by the Project. All costs associated with the relocation assistance, including payments to residents and businesses, will be assumed by the Developer.

8. Utilities

If the Project requires the adjustment, removal, or relocation of existing utilities, the Developer shall be responsible for determining the scope of utility work and notifying the appropriate utility company to schedule adjustments. The Developer shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state and federal laws, regulations, rules, policies, and procedures, including 43 TAC §21.31 et seq. (Utility Accommodation); and 23 CFR Chapter 1, Part 645. The Developer shall be responsible for all costs associated with additional adjustment, removal, or relocation during the construction of the Project unless this work is provided by the owners of the utility facilities. Before a construction contract for the Project is let, a utility certification must be made available to the Department stating that all utilities needing to be adjusted for completion of the construction activity have been adjusted.

9. Architectural and Engineering Services

The Developer has responsibility for the performance of architectural and engineering services, including the responsibility of ensuring that all environmental permits, issues, coordination, mitigation, and commitments are adequately addressed in design of the Project and carried out during construction of the Project. The engineering plans shall be developed in accordance with the latest version of the Department's manuals. The Department's executive director may exercise discretion in authorizing alternative criteria or granting exceptions to this requirement on a case-by-case basis if a particular criterion could not reasonably be met because of physical, environmental, or other relevant factors and if the proposed design is a prudent engineering solution. The procurement of professional services must be competitive and shall comply with Government Code

Chapter 2254, Subchapter A and all federal requirements including those described in 23 CFR Part 172 and those relating to participation by disadvantaged business enterprises (DBEs), the Americans with Disabilities Act, and environmental matters. Access to the facility shall be in compliance with the Department's access management policy.

10. Construction Responsibilities

- a. The Developer shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering, material acceptance testing, and construction quality acceptance, and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary after the award of the construction contract. The bidding process must be competitive and must comply with all applicable federal and state laws. The Project and bidding process must be authorized by the Department and Federal Highway Administration before it is advertised for letting. Within ten (10) days after the award of the construction contract, the Developer shall provide to the Department a certified statement that describes the total amount of the award and identifies the bid amount for each of the major component parts.
- b. The Developer has the responsibility of overseeing all construction operations, including the responsibility of ensuring that all environmental permits, issues, coordination, mitigation, and commitments are adequately addressed, of assessing potential environmental effects of contract revisions, and of obtaining environmental permits, issues, coordination, mitigation, and commitments that may be required by contract revisions.
- c. Contract revisions including change orders shall comply with the latest version of all national and state administrative criteria and manuals. No contract revision may be made without the prior written approval of the Department's executive director if it would affect prior environmental approvals, significantly revise the scope of the Project or the geometric design, or change the cost to the Department. Procedures governing approval are contained in **Attachment D**.
- d. The Department may conduct any and all oversight activities it deems reasonably necessary or advisable to ensure compliance with this agreement and all state and federal requirements. The TxDOT Engineer or designee may attend the Developer's construction status meetings and long-term strategy meetings, and may visit the Project periodically and as reasonably necessary to comply with oversight requirements.
- e. When the Project is complete, the Developer shall issue and sign a "Notification of Completion" certifying that all work has been completed in accordance with the requirements of this agreement, all governmental approvals, and applicable law. Within thirty (30) days after receipt of this notification, the Department will perform a final inspection and provide to the Developer a list of items, if any, to be completed prior to acceptance by the Department. Once the items have been addressed to the satisfaction of the Department, the Department will issue a "Letter of Acceptance" to the Developer. Within six (6) months after the Department has issued the "Letter of Acceptance," the Developer shall file with the Department a set of as-built plans that incorporate any contract revisions. These plans shall be signed, sealed, and dated by a professional engineer licensed in Texas, who shall certify that the Project was constructed in accordance with the plans and specifications.

- f. The Developer is responsible for providing adequate inspection to ensure its contractor's compliance with the provisions of this agreement. At any time the Department may audit the construction process to ensure the adequate inspection of construction and may conduct its own inspection of construction.
- g. The parties to this agreement shall comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form FHWA-1273 in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Part B.
- h. The parties to this agreement shall comply with federal construction materials testing requirements cited in 23 CFR 637, Part B.
- i. The Developer shall be responsible for purchasing, installing and maintaining the traffic counter equipment for the term of the agreement at the specified Project count sites as shown in **Attachment A**, Location Map. The Developer shall provide permanent site traffic counter equipment in accordance with the Department specifications. The Developer shall provide installation, preventive and remedial maintenance, inspection, testing and repair of traffic data collection equipment including labor, equipment, materials and parts. The Developer shall provide the above described service including installation of new components and repairs at specified locations. The Department's local district office shall be responsible for collecting the traffic data and then providing this data to the Department's Transportation Planning and Programming Division (TPP) for verification. The number of vehicle-miles traveled on the Project during a year will be based on actual traffic data, to the extent the data is available, or if such data is not available the Department's traffic estimates, which shall be performed in good faith and shall be conclusive and not subject to litigation in any forum. For traffic counter equipment malfunctions or breakdowns, a three (3) month traffic data average will be used. The Developer shall confirm the traffic count provided by the Department, and upon agreement of the traffic count, shall give sixty (60) days prior notification of payment, by letter or invoice, to the local district office. The local district office will then verify and approve the invoice and prepare a reimbursement pay form to be submitted to the Department, Finance Division, Accounting Management Section, at least thirty (30) days before the payment is due to the Developer.

11. Maintenance

The Department shall be responsible for maintenance of the Project after completion of the work.

12. Repayment

- a. For purposes of repayment under this agreement, "Substantial Completion" is defined as all travel lanes open to traffic as approved by the Department, and no further work is remaining that requires lane closures affecting the mobility of the traveling public.
- b. This subparagraph b. applies until the Project as a whole is substantially complete, as defined in this Article, and all highway improvements are open to the public. The Department will reimburse the Developer by paying an annual amount equal to \$0.07 for each vehicle-mile traveled on the highway improvements that were substantially complete and open to the public at any time during the previous year.

- c. This subparagraph c. applies after the Project as a whole is substantially complete and all highway improvements are open to the public.
 - (1) The Department will reimburse the Developer by paying an annual amount equal to \$0.07 for each vehicle-mile traveled on the Project during the previous year. Under no circumstances will the annual payment be less than \$549,850.
 - (2) When the Project is Substantially Complete, the Developer may issue and sign a "Notification of Substantial Completion" certifying that all work has been substantially completed in accordance with the requirements of this agreement, all governmental approvals, and applicable law. Within thirty (30) days after receipt of this notification, the Department will review the project for confirmation that no further work is remaining to achieve Substantial Completion. Once the Department has determined to its satisfaction that this standard has been met, the Department will issue a "Letter of Approval for Payment" to the Developer. In lieu of a Notification of Substantial Completion, the Developer may proceed directly to a Notice of Completion in accordance with Article 10.
 - (3) The first payment shall be made within sixty (60) days after the first anniversary of the Project's Substantial Completion and the Department's issuance of a Letter of Approval for Payment, or in the event that a Letter of Approval for Payment was not issued, then within sixty (60) days after the first anniversary of the Project's completion and the Department's issuance of a Letter of Acceptance. Annual payments shall continue within sixty (60) days after each succeeding anniversary of the Letter of Approval for Payment or the Letter of Acceptance as applicable.
- d. The number of vehicle miles traveled on the Project during a year will be based on actual traffic data, to the extent the data is available, or the Department's traffic estimates in accordance with Article 10.
- e. Under no circumstances will the annual reimbursement under this Paragraph 12 be more than \$1,099,700, and under no circumstances will the total cumulative reimbursement by the Department for I-35 NBFR (Phase I) exceed \$5,734,700, and under no circumstances will the total cumulative reimbursement by the Department for I-35 NBFR (Phase II) exceed \$6,362,000. The total payment under this Paragraph during the course of this agreement will not exceed \$12,096,700 unless approved by the Texas Transportation Commission and formalized in an amendment to this agreement.
- f. The number of annual payments and the amount of the final payment will be consistent with payment of the total reimbursement amount determined in accordance with Article 4. Payment under this agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds.

13. Mutual Cooperation

The Department and the Developer shall use all reasonable efforts to meet all deadlines specified in this agreement. The Department and the Developer shall use best efforts to provide each other with all necessary documents, information, and approvals in a prompt and timely fashion.

14. Default

If either party fails to comply with its obligations under this agreement and such failure continues for a period of thirty (30) days or more after written notice of the breach from the

other party, the party failing to comply will be in default and the other party may proceed with its remedies under Paragraphs 15 and 16.

15. Termination

This agreement terminates automatically when the Department has reimbursed the Developer fully. In addition, the agreement may be terminated:

- a. in writing with the mutual consent of the parties;
- b. by either party because of a material breach by the other party; or
- c. by the Department if the Developer has not commenced construction of the Project (including each individual project if this agreement covers multiple projects) within three (3) years of the date of execution of this agreement, provided that such deadline may be extended by mutual agreement of the parties for any reason, including without limitation, delays in securing environmental clearance and a deferral of commencement of construction pending expiration of the limitations period provided under 23 USC 139(l), if the delay is caused by events beyond the control and without the fault or negligence of the Developer.

16. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any default, but either party may avail itself of any remedy existing at law or in equity, and all remedies shall be cumulative.

17. Notices

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

Developer:	Department:
County Judge Williamson County 710 S. Main, Suite 101 Georgetown, Texas 78626	Texas Department of Transportation Attn: Assistant Executive Director Engineering Operations 125 East 11 th Street Austin, Texas 78701-2483

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

18. Development Contracts, Subcontracts, and Assignment

- a. Within ten (10) days after execution of this agreement, the Developer shall provide the Department with a fully executed copy of any agency contract or project development contract between the Developer and a private entity for the design, financing, maintenance, operation, or construction of the Project (a Development Contract). For a Development Contract between the Developer and a private entity entered into after execution of this agreement, the Developer shall provide to the Department an executed copy within fifteen (15) days after the Development Contract is executed. A Development Contract must be subject to all applicable terms and conditions of this agreement.

- b. A subcontract by Developer, its agent, or a subcontractor in excess of \$10,000 shall contain all applicable terms and conditions of this agreement and shall be submitted to the Department for review and approval prior to its execution.
- c. Except as otherwise provided by law or this Paragraph, neither party shall assign any interest in this agreement. In the event that the Developer pledges or assigns its right to receive any revenues derived from this agreement in connection with a loan or with the issuance of bonds, the pledge or assignment shall not operate as an assignment of an interest in this agreement. In that case the Developer shall provide the Department with copies of the loan or bond documentation no less than ten (10) days before the loan is executed or the bonds are issued. Under no circumstances will the Department be liable in any way for debt in any form incurred by the Developer, and any loan or bond documentation will state clearly that the Department has no obligation of repayment of the loan or bonds.
- d. No Development Contract, subcontract, or assignment will relieve the Developer of its responsibility under this agreement.

19. Ownership of Property

After completion or termination of this agreement, all documents prepared by the Department shall remain the property of the Department. All data prepared under this agreement shall be made available to the Department without restriction or limitation on further use. All documents produced or approved or otherwise created by the Developer shall be transmitted to the Department in the form of photocopy reproduction on a monthly basis as required by the Department. The originals shall remain the property of the Developer. The Developer shall grant the Department an irrevocable, perpetual, nonexclusive license to use all intellectual property acquired or developed under this contract.

20. Developer Resources

All employees of the Developer shall have adequate knowledge and experience to enable them to perform the duties to which they are assigned. The Developer certifies that it currently has adequate qualified personnel in its employment to perform the work required under this agreement or will be able to obtain adequate qualified personnel from sources other than the Department. On receipt of written notice from the Department detailing supporting factors and evidence, the Developer shall remove from the Project any employee of the Developer who is incompetent or whose conduct becomes detrimental to the work. Unless otherwise specified, the Developer shall furnish all equipment, materials, supplies, and other resources required to perform the work.

21. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

22. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations, and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When requested, the Developer shall furnish the Department with satisfactory proof of this compliance. The

Developer shall provide or obtain all applicable permits, plans, or other documentation required by a federal or state entity.

23. Legal Construction

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

24. Insurance

To the extent that this agreement authorizes the Developer or its contractor to perform any work on Department right of way, before beginning work the entity performing the work shall provide the Department with a fully executed copy of the Department's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on Department right of way. This coverage shall be maintained until all work on the Department right of way is complete. If coverage is not maintained, all work on Department right of way shall cease immediately, and the Department may recover damages and all costs of completing the work.

25. Hold Harmless

To the extent permitted by law, the Developer shall save harmless the Department and its officers and employees from all claims and liability due to materials used or supplied by the Developer or activities of the Developer, its agents, or employees, performed under this agreement, and that are caused by or result from error, omission, or negligent act of the Developer or of any person employed by the Developer. To the extent permitted by law, the Developer shall also indemnify and save harmless the Department from any and all expense, including but not limited to attorney fees that may be incurred by the Department in litigation or otherwise resisting the claim or liabilities that may be imposed on the Department as a result of such activities by the Developer, its agents, or employees.

26. Sole Agreement

This agreement constitutes the only agreement between the parties and supersedes any prior understandings or written or oral agreements concerning the agreement's subject matter.

27. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of the Project are in compliance with the Texas Accessibility Standards issued by the Texas Department of Licensing and Regulation and with the Americans with Disability Act Accessibility Guidelines issued by the U.S. Architectural and Transportation Barriers Compliance Board.

28. Gratuities

Any person who is doing business with or who may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to employees of the Department. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's executive director.

29. Conflict of Interest

The Developer shall not assign an employee to the Project if the employee:

- a. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the Department relating to the Project;
- b. has a direct or indirect financial interest in the outcome of the Project;
- c. has performed services regarding the subject matter of the Project for an entity that has a direct or indirect financial interest in the outcome of the Project or that has or may have a contract with the Department; or
- d. is a current part-time or full-time employee of the Department.

30. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

31. Cost Principles

The parties shall comply with the cost principles established in OMB Circular A-87.

32. Procurement and Property Management Standards

The parties shall adhere to the procurement standard established in 49 CFR §18.36 and with the property management standard established in 49 CFR §18.32.

33. Audit

- a. The Department may audit the project at any time. Upon completion of the Project, the Department or an independent auditor approved by the Department, at the Department's option, may perform an audit of the Project costs. Any funds due to the Developer, the Department, or others shall be paid by the owing party within thirty (30) days after notification that funds are due.
- b. The State Auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

34. Inspection of Books and Records

The parties shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make those materials available to the Department, the Developer, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending claims are resolved. Additionally, the Department, the Developer, and the FHWA shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions, including records in the possession of the Developer's agents to the extent that they relate to expenditures for which reimbursement

is requested. At the request of the Department, the Developer shall submit any information required by the Department in the format directed by the Department.

35. Office of Management and Budget (OMB) Audit Requirements

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

36. Civil Rights Compliance

The Developer shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Parts 200 and 230)), and with Executive Order 11246, titled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60).

37. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26. The Developer's program and goals are subject to approval by the Department.

38. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Developer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this agreement shall require any party to a subcontract or purchase order awarded under this agreement to certify its eligibility to receive Federal funds and, when requested by the Department, to furnish a copy of the certification.

39. Lobbying Certification

In executing this agreement, each signatory certifies that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Developer shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE UNDERSIGNED PARTIES bind themselves to the faithful performance of this agreement.

Texas Department Of Transportation

Williamson County

Authorized Signature

Authorized Signature

Amadeo Saenz, Jr., P.E.
Executive Director
Texas Department of Transportation

Typed or Printed Name and Title

Dan A. Gattis
County Judge
Williamson County

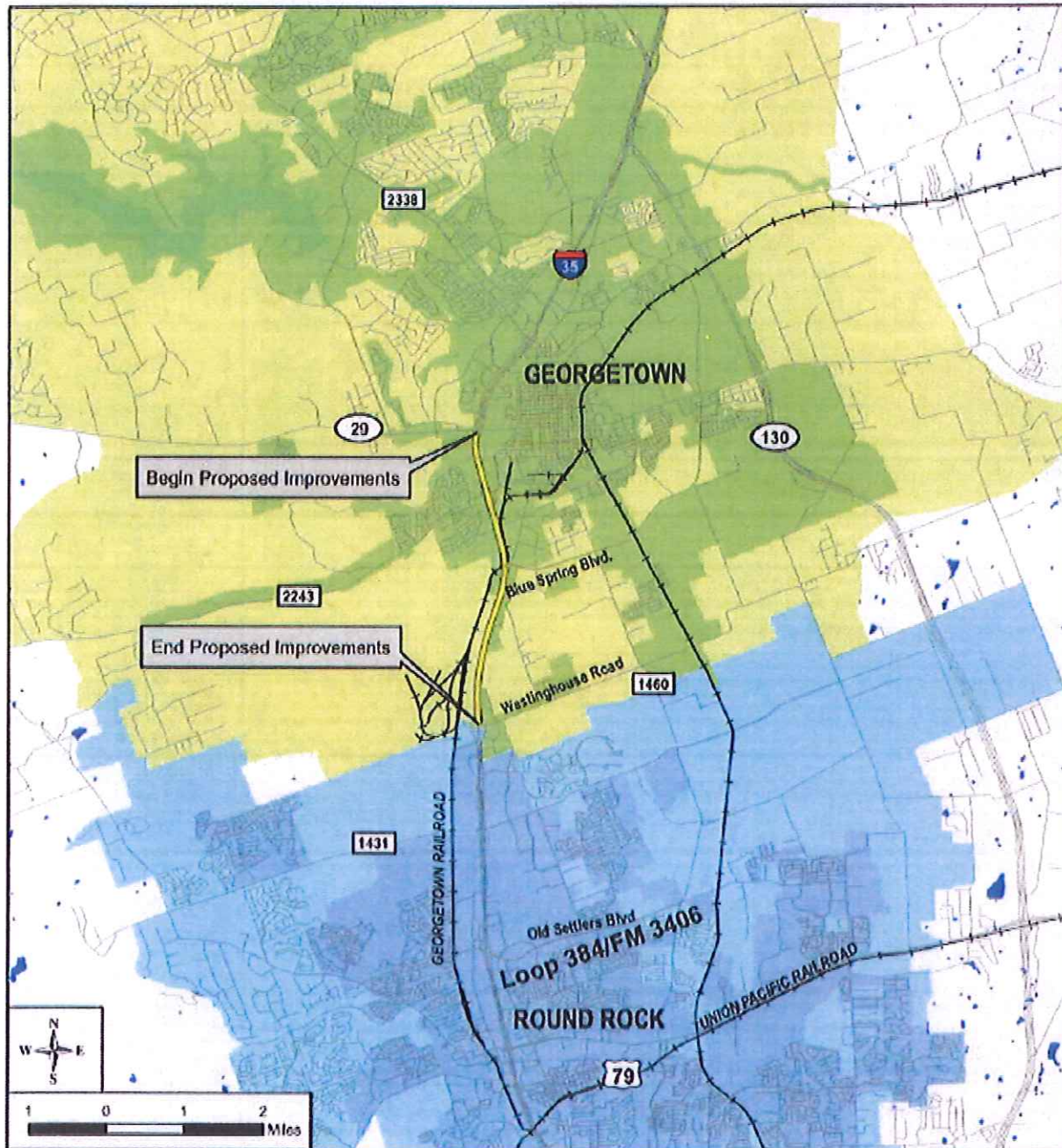
Typed or Printed Name and Title

Date:

Date:

ATTACHMENT A

Location Map of Project



▼ - PROPOSED TRAFFIC COUNTER LOCATIONS



ATTACHMENT B

Scope of Work

I-35 Northbound Frontage Road (I-35 NBFR)

The I-35 frontage road system through Georgetown in Williamson County is discontinuous with a gap section between Blue Springs Road and SH 29. The scope of the proposed improvements is to construct 3.522 miles of the I-35 NBFR and ramps in two Phases from approximately Westinghouse Road to SH 29. Construction will include traffic signal upgrades and illumination. All work shall be contained within the frontage road area. Any work over the mainlanes of I-35 shall be under the oversight of the Department.

Phase I

Phase I construction, approximately from Westinghouse Road to RM 2243, includes improvements to the existing northbound frontage road from Westinghouse Road to Spur 26. Specifically, improvements include constructing one new ramp, reconfiguring two existing ramps, tie-in of frontage road at the intersection of Inner Loop, and an at-grade railroad crossing. A new section of frontage road between Spur 26 and FM 2243 will be constructed with an exit ramp, entrance ramp and temporary entrance ramp to replace the existing jug-handle ramp. The project length for Phase I is approximately 3.013 miles.

The schematic has been approved. The environmental has been started. Additional right of way is not anticipated.

The construction cost of Phase I is estimated at \$8,209,927.

Phase II

Phase II construction, approximately from RM 2243 to SH 29, includes the construction of a new northbound frontage road with an exit and entrance ramp, a south to north turnaround structure at RM 2243, and a new bridge over the San Gabriel River. The project length for Phase II is approximately 0.729 miles.

The schematic has been approved. The environmental has been started. Currently, a draft reevaluation and draft Biological Evaluation have been completed. Both documents were transmitted to the Federal Highway Administration on July 1, 2010.

Additional right of way is not anticipated.

The construction cost of Phase II is estimated at \$9,107,983.

ATTACHMENT C

TOTAL ESTIMATED COSTS AND SOURCES OF FUNDING

Project Highway Improvement	Estimated Total Project Cost	Estimated Total Construction Cost	Allowable Construction Costs for Payment of Pass-Through Tolls and Percentage of Total Construction Cost (Department's Proportional Share)	Department's Maximum Pass-Through Reimbursement to Developer (110% of Allowable Construction Costs)	Developer Funding	Other Funding Sources
I-35 NBFR Phase I	\$10,269,927	\$8,209,927	63.5% = \$5,213,364	\$5,734,700	\$10,269,927	\$0
I-35 NBFR Phase II	\$11,705,983	\$9,107,983	63.5% = \$5,783,636	\$6,362,000	\$11,705,983	\$0
Total	\$21,975,910	\$17,317,910	\$10,997,000	\$12,096,700	\$21,975,910	\$0

ATTACHMENT D

Project Implementation

Overview

This Attachment defines the roles, the responsibilities, and the working relationship between the Developer and the Department during the implementation of the Project.

1. Environmental Studies and Mitigation

- 1.1.** The Developer shall complete all environmental studies and documents required to secure environmental approval, including each of the following items.
 - 1.1.1.** Preparation and completion of environmental studies, including obtaining right of entry to perform such studies. All environmental studies will be performed by environmental specialists who meet the requirements to perform those studies.
 - 1.1.2.** Submission of appropriate documentation (categorical exclusion, environmental assessment, or environmental impact statement, including reevaluation of the above, and supplemental documentation) for Department review and approval. Department review is detailed in section 1.2 below.
 - 1.1.3.** Preparation of any document revisions.
 - 1.1.4.** Submission to the Department of copies of the environmental studies and documentation adequate for distribution.
 - 1.1.5.** Preparation of legal and public notices in accordance with 43 TAC §2.4 for Department review and use.
 - 1.1.6.** Arrangements for appropriate public involvement, including court reporters and accommodations for persons with special communication or physical needs related to the public hearing, if requested. The Department will serve as the Hearing Official at any public hearing with the assistance of the Developer.
 - 1.1.7.** Preparation of public meeting and hearing materials.
 - 1.1.8.** Preparation of any necessary responses to comments.
 - 1.1.9.** Preparation of the public meeting and public hearing summary and analysis, and the comment and response reports.
 - 1.1.10.** Submission to the Department of a verbatim transcript of any public hearing and the original certification of the public involvement process as described in 43 TAC § 2.4.
 - 1.1.11.** Preparation of required US Army Corps of Engineers permit applications and associated drawings for impacts to jurisdictional waters, including mitigation requirements. The Developer will be responsible wholly for any and all mitigation that would be required.

- 1.1.12. The Developer is responsible for all Project-related environmental permits, issues, and commitments, including any mitigation or remediation that may be required under any law or regulation.
 - 1.1.13. Submission to the department of documentation showing that all environmental permits, issues, and commitments have been or will be completed, including copies of permits or other approvals required prior to construction in accordance with 23 CFR §771.109.
- 1.2. As set forth in Exhibit 1, Roles and Responsibilities, the Department will conduct environmental reviews throughout the clearance process in an attempt to receive the environmental approval of the Project.
 - 1.2.1. Except as otherwise required by law or by agreement between the Department and a state or federal agency, the Developer is responsible for coordinating with local governmental entities and applicable agencies throughout the Project planning process to assure compliance with applicable laws. The Developer and Department will make every reasonable effort to resolve disagreements with local governments and with state or federal agencies as they relate to environmental approval of the Project.
 - 1.2.2. The Developer will coordinate the submission of documents for Agency review with the Department.
 - 1.2.3. The Department is responsible for coordinating all review activities listed in the review schedule defined in Exhibit 2, General Review Schedule. The Department is responsible for working with the lead agency, the cooperating agencies and any affected entities to ensure a timely and thorough coordination process through a specified staff working group. The Developer will be an integral participant throughout the review process to rapidly address comments and concerns necessary to secure clearance within the review schedule.

2. Right of Way Acquisition

- 2.1. As provided in Paragraph 7 of this agreement, the Developer is responsible for the acquisition and provision of any right of way or real property needed for the Project (New Right of Way).
- 2.2. The Developer will establish and maintain a project tracking system that is acceptable to the Department and that shows the right of way surveying and mapping, appraisal, acquisition, and relocation status of each parcel.
- 2.3. The Developer and the Department will, upon commencement of each individual highway improvement, agree on the form and format of all required conveyance documents and other right of way related deliverables required by the Department for their permanent files.
 - 2.3.1. Within ten (10) days after commencement of work on each individual highway improvement, the Developer will confirm in writing to the Department all agreed-upon terms relating to the acquisition of right of way.

- Attachment D

written documentation from appropriate regulatory agencies that all known hazardous materials and contaminants in the right of way have been adequately mitigated or that the Developer otherwise meets the requirements for regulatory closure.

- 2.8. The Developer will provide tracings and electronic files of right of way maps and property descriptions to the Department and will also provide the Department a final map (digital and hard copy in a format approved by the Department) showing the final location of all utility lines that were adjusted or remained in place and joint use numbers assigned to those utilities.

3. Utilities

- 3.1. The Developer is responsible for determining the scope of utility work if the Project requires the adjustment, removal, or relocation of a utility facility. Utilities will not be adjusted, removed, or relocated before environmental approval is secured.
- 3.2. The Developer is responsible for notifying the appropriate utility company to schedule adjustments.
- 3.3. The Department will grant the Developer or its authorized representative site access to State right of way where required to execute the work and will issue right of entry for the performance of utility relocation.
- 3.4. The Developer is responsible for all costs associated with additional adjustment, removal, or relocation during the construction of the Project unless this work is provided by the owners of the utility facilities.
- 3.5. The Developer and the Department will, upon commencement of each individual highway improvement, agree on the form and format of all required utility agreements, including joint use acknowledgments.

4. Engineering Services

- 4.1. The Developer will remain the single point of contact for engineering and design issues. All correspondence and instruction to the design consultants will be the sole responsibility of the Developer.
- 4.2. At the commencement of an individual highway improvement, the Developer will coordinate a Design Concept Conference with the Department to establish the performance parameters and design requirements for the highway improvement, including the Pavement Design, Hydraulic Design, Design Concept Conference Forms and Typical Sections, which will remain in place throughout the implementation of the highway improvement.
- 4.3. All plans, specifications, and estimates developed by or on behalf of the Developer shall conform to the latest version of the Department's Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, and the special specifications and special provisions related thereto,

and shall conform to the latest edition and revisions of the State's Roadway Design Manual for desirable values unless approved by the Department. The construction plans furnished to the Department shall be reproducible tracings on mylar or equivalent.

- 4.4. If the Department determines that the complete plans, specifications, and estimates are unacceptable, the Developer shall correct the design documents to the Department's satisfaction. Should additional specifications or data be required by the Department, the Developer shall redesign the plans and specifications to the Department's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Developer.
- 4.5. If exceptions to the Department's design criteria are required as specified in the Department Roadway Design Manual, a request for exceptions shall follow the procedure set forth in that manual.
 - 4.5.1. If it becomes necessary to change a design after it has been approved by the Department, and if that change does not require the adoption of alternative design criteria or an exception to the Department's design criteria, the Developer will coordinate with the Department and FHWA for approval of the change.
 - 4.5.2. The Department shall have no more than ten (10) business days either (1) to approve the design change as proposed by the Developer or (2) to respond with a Department-recommended alternative to the design change.
 - 4.5.3. If the Department responds with an alternative to the design change, the Developer and the Department shall work diligently to develop a mutually agreeable design solution.
 - 4.5.4. The Department is responsible for obtaining any necessary approval from FHWA.
- 4.6. Reviews
 - 4.6.1. When the design is approximately thirty (30) percent complete, the Developer shall submit a completed pavement design to the Department. The Department may request additional information related to the pavement design, and the Developer shall provide that information promptly. The pavement design must be approved by the Department before letting. After the pavement design has been approved by the Department, it may not be changed by either party without the written consent of the other.
 - 4.6.2. When design is 30% complete, the Developer will coordinate the submission of the following design information for a joint review session between the Developer and the Department to allow comments and concerns to be addressed by the Developer within the expedited review schedule defined in Exhibit 2, General Review Schedule.
 - 4.6.3. The following will be reviewed as set forth in Exhibit 1, Roles and Responsibilities.
 - 1) Preliminary cross sections showing existing utility lines, R.O.W.

- 2) Plan and profile sheet showing existing and proposed:
 - a) R.O.W. lines
 - b) Roadway alignments and profiles
 - c) Intersecting streets
 - d) Curb and lane lines
 - e) Existing Utilities
 - 3) Existing and proposed typical sections including pavement section
 - 4) Preliminary title and index sheets.
 - 5) Preliminary drainage area map, discharge relationships and drainage calculations.
 - 6) Storm drainage master plan.
 - 7) Preliminary culvert layouts.
 - 8) Preliminary bridge and bridge classification culvert layouts, including test hole information.
 - 9) Preliminary retaining wall layout, including test hole information.
 - 10) Sequence of work outline for traffic control.
 - 11) Preliminary traffic control typical sections and layouts.
 - 12) Preliminary intersection layouts.
 - 13) Preliminary utility layouts - identify potential conflicts and exchange of information with existing utilities.
 - 14) Update estimates and prepare preliminary roadway and drainage quantity summary sheets.
 - 15) Updated design contract schedule.
 - 16) Facility typical sections and pavement design.
- 4.6.4.** When the Project design is final, the Developer will coordinate the submission of the following information to the Department for review to allow comments and concerns to be addressed by the Developer to secure approval of the Department and FHWA within the expedited review schedule defined in Exhibit 2, General Review Schedule.
- 1) Seven (7) copies of final plans, specifications, and engineer's estimate.
 - 2) Revisions to the preliminary design submittal.
 - 3) Proposal to award construction contract in compliance with applicable state and federal requirements.
 - 4) Proposed contract administration procedures for the construction contract with criteria that comply with the applicable national or state administration criteria and manuals.
 - 5) Documentation of all environmental permits, issues, and commitments that will be addressed in construction.
- 4.6.5.** Approval by the Department of this final design submittal will constitute authorization for the Developer to advertise for construction bids.
- 4.6.6.** For any individual highway improvement with a construction cost over \$25 million, the Developer shall conduct a value engineering workshop. Proposed changes to the design shall be submitted to the Department for review and approval.

5. Construction Responsibilities

- 5.1.** The Developer will supervise and inspect all work performed during construction and provide engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications.
 - 5.1.1.** Unless the parties enter a separate agreement to the contrary, all correspondence and instruction to the contractor performing the work will be the sole responsibility of the Developer.
 - 5.1.2.** All work will be performed, unless otherwise specifically stated in the contract documents for the Project, in accordance with the latest edition of the Department's Guide Schedule for Sampling and Testing, the Quality Assurance Program, the Construction Contract Administration Manual, and the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges or special specifications or provisions approved by the Department.
 - 5.1.3.** The Developer shall ensure the implementation of a Project Quality Assurance Program (QAP), which shall include an Acceptance Program and an Independent Assurance (IA) Program. The Developer may adopt the Department's approved QAP, or develop an alternate QAP in conformance with the requirements in 23 CFR 637, Part B. If the Developer adopts the Department's QAP, no further Department approval is required. Project records should document the adoption of the Department's QAP. If the Developer elects to develop an alternate QAP, the proposed alternate QAP shall be submitted to the Department for review and approval.
 - 5.1.4.** The Developer shall secure an independent laboratory to administer the Project IA Program. The Developer may use an AASHTO-accredited commercial laboratory, or a local Department District Laboratory upon mutual agreement between the two parties.
 - 5.1.5.** The Developer shall ensure proper inspection of off-site fabricated products at structural steel fabrication plants, pipe manufacturing plants, commercial precast prestressed and non-stressed concrete products plants, and any job site prestressed concrete plants. The Developer shall set aside necessary funds for such inspection services, whether performed by a Developer-contracted commercial entity or by the Department. If the Developer elects to utilize Department off-site inspection services, the Developer must either enter into an Inter-local Agreement with the Department's Construction Division, Materials & Pavements Section (CSTM&P) or the District will bill these charges against the project's CSJ that are deducted from the pass-through funding.
- 5.2.** The Department will grant the Developer or its authorized representative access to State right of way to perform any activities required to execute the work and issue a right of entry for the performance of all construction activity.

- 5.3.** Subject to Section 10, Construction Responsibilities, of this agreement, the Developer will negotiate and approve all change orders and other contract revisions that the Developer finds necessary or convenient to accomplish the construction activities for the Project. For change orders and other contract revisions that affect prior environmental approvals or result in non-conformity with the specifications and standards agreed upon for the Project, the Developer must assess any potential environmental effects and any additional or revised environmental permits, issues, coordination, mitigation, and commitments required as a result of the contract revisions.
- 5.3.1.** The Developer will document any such changes, including a proposed course of action.
- 5.3.2.** The Developer will notify the Department of the need for such changes and submit the appropriate documentation.
- 5.3.3.** The Department shall have no more than ten (10) business days after the Developer's submission either to approve the changes as submitted by the Developer or to respond with the Department's proposed revisions.
- 5.3.4.** If the Department responds with revisions, the Developer and the Department will work diligently and in good faith to develop mutually agreeable changes that shall then be implemented by the Developer.
- 5.3.5.** The Developer shall be responsible for obtaining any required approvals from federal, state, or local governmental authorities, with the exception of the Department and FHWA, and except as otherwise specified in this agreement.
- 5.3.6.** To the extent that a change orders requires the adoption of alternative design criteria, an exception to the Department's design criteria, or a change in the approved design, the design must be approved as set forth in Sections 4.3, 4.4, or 4.5, as applicable.
- 5.4.** The Developer will comply with applicable Federal requirements throughout the procurement and construction process in order to maintain the Department's eligibility for Federal reimbursement for Project costs. The Developer's compliance with requirements necessary to maintain eligibility for federal reimbursement is a condition precedent to performance by the Department.
- 5.5.** Within six (6) months after issuance of the "Letter of Acceptance" for a highway improvement, the Developer will provide to the Department all documents and submittals identified in the Department's Construction Contract Administration Manual. This documentation includes:
- 1) Record Drawings and Final Construction Records,
 - 2) Engineer Certification of Project Completion, and
 - 3) Right of Way Parcel Information (Exhibits, Descriptions, Right of Way Maps, Field Notes, etc.)

6. General

- 6.1.** The Developer and the Department will agree on a transition plan at the time of or before completion of a highway improvement.

- 6.2.** The Developer will schedule regular meetings with the Department to maintain the communication necessary to successfully implement the Project.
- 6.3.** The Developer will prepare program organizational and management documents, including Program Management Plan and Quality Control/Quality Assurance Plan for all work products. The Developer will provide these documents to the Department for all contracted firms participating in the Project.
- 6.4.** The Developer will maintain all documentation relative to implementation and completion of the Project, including without limitation documentation relating to environmental issues, acquisition of right of way, preliminary and final design, and bidding, award, and construction of the Project.

Exhibit 1: Roles and Responsibilities for Each Entity

	Responsible Party
Preliminary Engineering	
Retain Consultant	Developer
Develop Preliminary Design	Developer
Develop Preliminary Cost Estimate	Developer
Define Right of Way Requirements	Developer
TxDOT Review and Approval of Preliminary Engineering Report	Developer, Department
Environmental Review	
Retain Consultant	Developer
Draft Environmental Documents	Developer
Schedule & Conduct Public Meetings	Developer, Department
Review of Environmental Documentation	Developer, Department, FHWA
Notification and Documentation of Comments	Developer
Publish and Hold Public Hearings	Developer, Department
Analyze and Document Public Hearings	Developer
Final Review	Developer, Department, FHWA
Document Approval	Department, FHWA
Environmental Permits, Issues, and Commitments	Developer
Permitting	
Develop Required Permit Applications	Developer
Submit Required Permit Applications	Developer, Department
Right of Way Acquisition	
Develop Right of Way Budget	Developer
Retain Surveyor	Developer
Develop Right of Way Map	Developer
Retain Appraisers	Developer
Work with Owners on Donations, Access, Etc.	Developer
Purchase Parcels After NEPA Process	Developer
Eminent Domain Proceedings	Developer
Utility Identification and Relocation	Developer
Oversight and Audit of Right of Way Process	Department

	Responsible Party
Design	
Retain Designer, Geotech, Surveyor, and other professional service providers	Developer
Develop 30% Submittal Package	Developer
30% Submittal for Department Review	Developer
Final Submittal for Department Review	Developer
Approval of Design	Department, FHWA
Bid for Construction	
Preparation of Bid Documents	Developer
Advertisement for Bids	Developer
Bid Opening, Evaluation, and Award	Developer
Certified Final Award	Developer
Construction	
Coordination with Utilities for Relocation	Developer
Issuance of Construction Notice To Proceed	Developer
Administration of Construction Contract	Developer
Inspection of Construction	Developer, Department
Issuance of Notification of Substantial Completion	Developer
Issuance of Letter of Approval for Payment	Department
Issuance of Notification of Completion	Developer
Issuance of Letter of Acceptance	Department

Exhibit 2: General Review Schedule

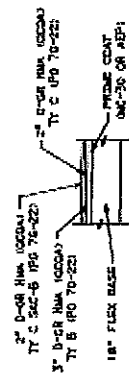
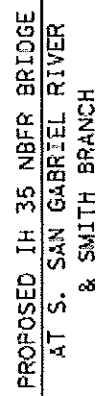
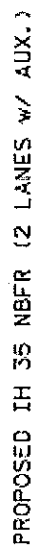
Specific timelines are incorporated into the timeline for each highway improvement.

	Type of Review		Review Time
1	Preliminary/Schematic Layout Review		2 weeks
2	Environmental Review	Joint Environmental Review	To be determined
		Review (Department)	
		Review (Categorical Exclusion) (2 weeks district; 2 weeks ENV)	4 weeks *
		Review (Environmental Assessment) (3 weeks district; 3 weeks ENV)	6 weeks *
		Review (Environmental Impact Statement) (4 weeks district; 4 weeks ENV)	8 weeks *
		Resource Agency Review	To be determined
		FHWA Review (draft document)	To be determined (minimum 4 weeks)
		Release by the Department to Public Hearing - Advertising for public hearing - Conducting Public Hearing - Receipt of written comments	6 weeks plus 10 days for receipt of written comments
		Developer Summary and Analysis and Comment Response Report that addresses comments from Public Hearing (note, 3 weeks is minimum for non-controversial projects, and is not realistic for a developer-type project)	6 weeks
		Department Review of Summary and Analysis and Comment Response Report (2 weeks district; 2 weeks ENV)	4 weeks *
		FHWA Review of Comments and issues determination document	To be determined (minimum 4 weeks)
3	Review of Plans, Specifications, and Estimates	30% Completion	3 weeks
		100% Completion	4 weeks **
		Federal Approval of Letter of Authority	1 week

* Review Time may start over if the review of the draft document results in substantial comments

** Review Time may start over if revisions of plans results in substantial comments

Typical Section Layout



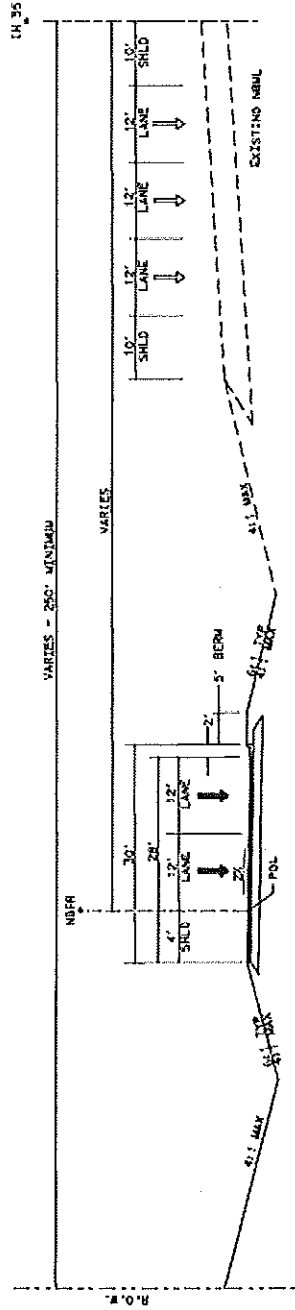
MAINLANE PAVEMENT SECTION

FRONTAGE ROAD
PAVEMENT SECTION

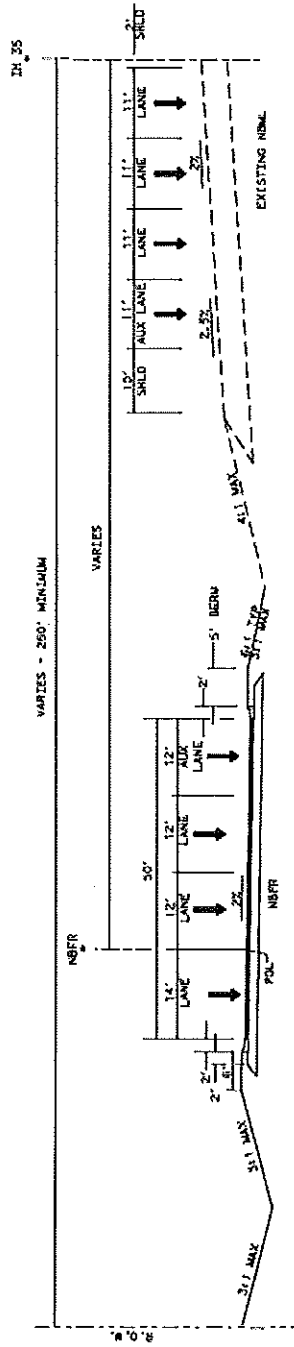
IH 35 NEFR
TYPICAL SECTION
EXHIBIT

Page 2 of 2

NAME	DATE	ENTRY
TEAS	14	WILLIAMSON
TEAS	14	WILLIAMSON
TEAS	14	WILLIAMSON



PROPOSED IH 35 NBFR (2 LANES W/O AUX)



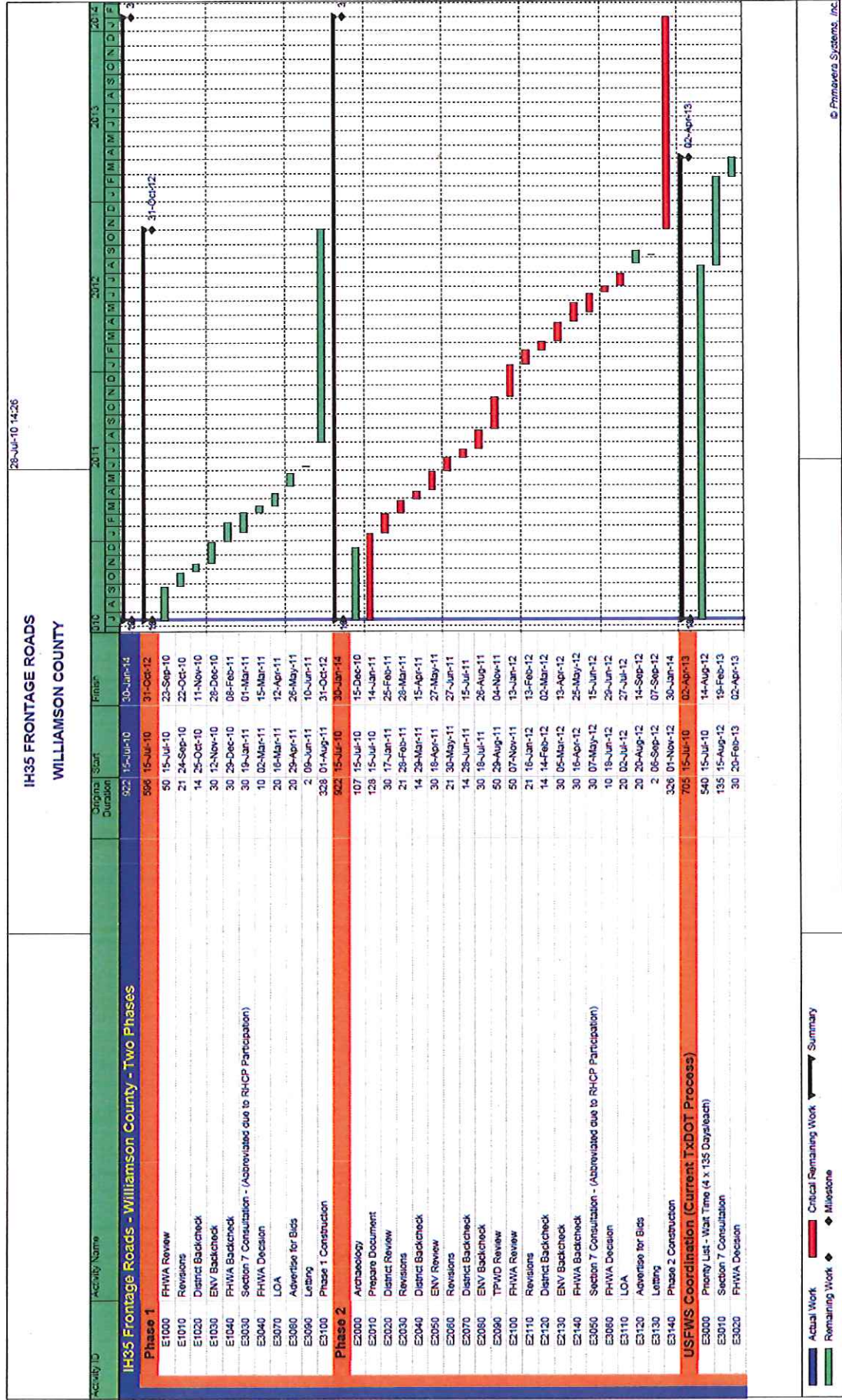
PROPOSED IH 35 NBFR (3 LANES W/ AUX)

IH 35 NBFR
TYPICAL SECTION
EXHIBIT

PAGE 1 OF 2	
DATE	REVISION
11/11/11	1.0
11/11/11	1.1
11/11/11	1.2
11/11/11	1.3
11/11/11	1.4
11/11/11	1.5
11/11/11	1.6
11/11/11	1.7
11/11/11	1.8
11/11/11	1.9
11/11/11	2.0
11/11/11	2.1
11/11/11	2.2
11/11/11	2.3
11/11/11	2.4
11/11/11	2.5
11/11/11	2.6
11/11/11	2.7
11/11/11	2.8
11/11/11	2.9
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11/11/11	3.1
11/11/11	3.2
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11/11/11	9.2
11/11/11	9.3
11/11/11	9.4
11/11/11	9.5
11/11/11	9.6
11/11/11	9.7
11/11/11	9.8
11/11/11	9.9
11/11/11	10.0

ATTACHMENT F

Project Schedule



The Department, in conjunction with the Developer, will amend Attachment F – Project Schedule to reflect an earlier construction start date if environmental approvals are received earlier.

ATTACHMENT G

Resolution or Ordinance

ATTACHMENT H

PROGRAMMATIC PROCEDURE FOR RIGHT OF WAY OVERSIGHT OF PASS-THROUGH PROJECTS

For those Pass-Through projects where a Pass-Through Toll Agreement (Agreement) has been entered into by and between the Texas Department of Transportation (TxDOT) and a local public agency (county or municipality), and in conjunction with such Agreement the local public agency (LPA) has also executed a "Certification of Compliance" in the form as attached hereto as Exhibit "A", TxDOT shall provide right of way monitoring and audit of the acquisition of right of way in the following manner:

1. Following the execution by the LPA of the Certification of Compliance, schedule a meeting as soon as practical with the LPA officials who will be providing oversight and management of the Project for the LPA, and also with the project manager(s) of any engineering consultant hired by the LPA to directly manage the Project, to include those individuals both from the LPA and under contract with the engineering consultant to handle right of way acquisition.
 - A. At this meeting, discuss the need to establish separate right of way parcel files for each parcel of land or easement to be acquired for the Project, and to include and retain within each parcel file, documentation that establishes that all certifications contained in the "Certification of Compliance" have been met. Emphasize that a detailed written "negotiator's report" for all negotiation contacts must be included within each parcel file (as provided for in the on line Right of Way Manual Collection).
 - B. Provide a copy of the "Expanded Parcel Review Checklist" (a copy of which is attached hereto as Exhibit "B") which TxDOT will be utilizing when it monitors and audits a random selection of parcel files each month during the progress of the right of way acquisitions for the Project.
 - C. Provide a copy of the form for the conveyance instruments to be utilized for initial acquisition of right of way interests in accordance with the Agreement and also the form for the final conveyance of all right of way interests acquired from the LPA (Developer in the Agreement) to the State of Texas upon completion of each Project.
2. Beginning the month following the initiation of right of way acquisition by the LPA, TxDOT shall not less than once a month meet with the LPA and any consultants retained by the LPA that are handling right of way parcel acquisition and randomly select from those parcels for which acquisition has been completed or are in the process of being submitted for eminent domain proceedings during the prior month, either three of such parcels, or 10% of the total number of such parcels reaching such status during the prior month (which ever is more), and audit such parcel files using the Expanded Parcel Review Checklist.

- A. For those parcels so audited which according to the audit and completion of the checklist appear to be in compliance with Title III guidelines, place one copy of the checklist within the parcel file, and retain an additional copy of the check list for TxDOT's monitoring and auditing file for this Project.
- B. For any parcel so audited for which one or more check list items indicate non-compliance with Title III guidelines, TxDOT shall provide written notice to the LPA containing detailed information about such non-compliance, together with recommended action to be taken by the LPA in order to remedy such non-compliance. An additional copy of such written notice shall be placed in the parcel file and a copy also retained by TxDOT for the Department's monitoring and auditing file for this Project.
- C. During any subsequent month's TxDOT review of parcel files as required under this paragraph 2. above, in addition to auditing the number of new parcel files required above, TxDOT shall specifically re-review any parcel files for which non-compliance notices were provided, and additional written documentation placed in such parcel file indicating the current status relating to the prior non-compliance, and if the non-compliance status still exists, provide an additional written notice of this to the LPA. If, after the third month's review of a parcel with a non-compliance notice, the non-compliance status remains, and it appears to the TxDOT personnel conducting the review that the LPA is not taking sufficient steps to remedy the non-compliance, the TxDOT Right of Way Division shall be provided a copy of all prior notices of non-compliance for review. If this review determines there is definitely continuing non-compliance without adequate basis or other justification, a letter will be issued from the Right of Way Division to the LPA, informing the LPA that acquisition of the parcel does not meet the requirements of the "Uniform Act" which could result in the Project being ineligible for State and Federal participation in reimbursement payments, and unless remedied, such could be considered a material breach of the Agreement. A copy of this letter will be provided to the local FHWA Realty office and also to TxDOT Office of General Counsel.

**ATTACHMENT H
EXHIBIT "A"**

CERTIFICATION OF COMPLIANCE

Williamson County, the Developer under a Pass-Through Toll Agreement with the Texas Department of Transportation (TxDOT) for the purpose of constructing and operating improvements to I-35 Northbound Frontage Road and ramps from Westinghouse Road to SH 29 in Williamson County, pursuant to Texas Transportation Commission Minute Order 112391 (the Project), hereby certifies that:

- (1) real property will be acquired for the Project right of way in compliance with all applicable State and Federal laws and requirements, including the policies and practices of the Right of Way Manual Collection of TxDOT's Online Manual System and Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 et seq.;
- (2) it has received and has continuing access to the Online Right of Way Manual Collection; and
- (3) prior to the implementation of any procedures that are at variance with established TxDOT policies and practices for the acquisition of real property, Williamson County will submit such procedures in writing to TxDOT's District Engineer for the Austin District and the Executive Director's approval must be obtained.

For purposes of this Project, it is understood that references in the Right of Way Manual Collection to TxDOT personnel, District personnel, District, District Engineer, ROW Division, Director of the ROW Division, and other similar TxDOT employees or titles involved in the acquisition process shall be deemed to mean Williamson County and its authorized agents. It is the intent of this provision to allow Williamson County to acquire real property for the Project on behalf of the State without prior review and approval of TxDOT, subject to compliance with all applicable State and Federal laws and requirements as described above, the variance procedure, and TxDOT's audit and enforcement obligations.

Date: _____, 20__

WILLIAMSON COUNTY

By: Dan A. Gattis
County Judge

ACCEPTED:

TEXAS DEPARTMENT
OF TRANSPORTATION

FEDERAL HIGHWAY ADMINISTRATION

By: _____
John Barton., P.E.
Assistant Executive Director
for Engineering Operations

By: _____
Printed Name: _____
Title: _____

TITLE III PARCEL REVIEW CHECKLIST FOR LPAs

County:
District:
ROW CSJ No.:
Parcel No.:
Acquiring Agency:

General

Was the informational notice given to owner? Yes ☐ No ☐

Date of the notice:

Was the "Landowner's Bill of Rights Statement" properly provided prior to initiation of negotiations? Yes ☐ No ☐

Date provided:

Appraisal

Was the real property appraised before the initiation of negotiations? Yes ☐ No ☐

Approval date of the appraisal:

Was the owner or his designated representative given the opportunity to accompany the appraiser during inspection of the property? Yes ☐ No ☐

Did the appraisal disregard any decrease or increase in value caused by the proposed facility? Yes ☐ No ☐

Did the written appraisal of the parcel conform to the established standards for appraisal? Yes ☐ No ☐

Does the acquiring agency require compliance with the Uniform Standards of Professional Appraisal Practices (USPAP) and Uniform Appraisal Standards for Federal Land Acquisition (UASFLA) for appraisals? Yes ☐ No ☐

Were the appraiser and review appraiser qualified by the acquiring agency? Yes ☐ No ☐

Were there any apparent conflicts of interest on the project on behalf of the appraiser or review appraiser? Yes ☐ No ☐

Was a written appraisal review report prepared, and an executed certification provided by a qualified review appraiser? Yes ☐ No ☐

Were all items of real estate included in the appraisal? Yes ☐ No ☐

Were retention values for any improvements retained by the owner properly documented? Yes ☐ No ☐

Negotiation

Did the review appraiser negotiate for acquisition? Yes ☐ No ☐

Did the appraiser negotiate for any parcel for which the appraised just compensation was more than \$2,500? Yes ☐ No ☐

Were acquisition policies and procedures explained to the owner? Yes ☐ No ☐

Was prompt written offer made to acquire real property for the full amount of the approved appraisal of just compensation? Yes ☐ No ☐

Date of the first written offer:

The written offer included the following:

- ☐ statement of the full amount established as just compensation
- ☐ separate statement as to damages (if applicable)
- ☐ description and location identification of the ROW parcel, and of the interest in the real property to be acquired
- ☐ identification of the buildings, structures and other improvements considered to be real property for which the offer is made
- ☐ identification of separately owned interests (if applicable)
- ☐ a copy of the appraisal report delivered to the owner at the time the offer was made

Was the offer and its basis discussed with the owner? Yes ☐ No ☐

Was the owner given reasonable opportunity to consider the offer and to present material believed to be relevant to valuation of the property? Yes ☐ No ☐

Was any evidence discovered which suggests that coercive action was taken to compel agreement on price paid for the property? Yes ☐ No ☐

Was the owner required to surrender possession before payment was made or proper award deposited in court? Yes ☐ No ☐

If the property was donated, was the owner advised of his right to receive just compensation? Yes ☐ No ☐

Was every reasonable effort made to acquire the property expeditiously by negotiation? Yes ☐ No ☐

Was property acquired under Title VI requirements, without regard to race, color, age, religion, sex, national origin, or handicap? Yes ☐ No ☐

Relocation Assistance

The acquisition of this property resulted in the displacement of: (check all that apply)

None ☐ Residence ☐ Business ☐ Farm Operation ☐ Non-Profit Organization ☐ Personal Property Only ☐

If residential, was a replacement housing supplement computed utilizing comparable decent, safe, and sanitary replacement housing? Yes ☐ No ☐

Amount of the supplement: Date approved:

Amount of actual replacement housing payment: Date of payment:

If a non-residential displacement, list all payments made.

☐ Moving Payment - Business, Farm, or Non-Profit

Amount(s): Date(s):

☐ Moving Payment - Personal Property

Amount(s): Date(s):

☐ Reestablishment Payment

Amount(s): Date(s):

Were applicable Relocation Assistance Advisory Services offered to the displaced resident, business, or farm operation, or non-profit organization? Yes ☐ No ☐

Was a 90-Day Notice given to the displaced person? Yes ☐ No ☐

Date of notice:

Was a 30-Day Notice to Vacate given to the displaced person? Yes ☐ No ☐

Date of notice:

Were all relocation benefits calculated and paid in accordance with the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and amendments thereto."? Yes ☐ No ☐

Based on review, is the acquiring agency complying with all *Title III* guidelines? Yes ☐ No ☐

Parcel Legal Description / Plat

Do the survey and mapping technical requirements comply with the technical requirements as set forth in applicable Department manuals? Yes ☐ No ☐

Does a broad review of the parcel legal description / plat and comparison to the right of way map indicate the presence of all component parts? Yes ☐ No ☐

Signature of TxDOT Review Agent

Date

Commissioners Court - Regular Session**27.****Meeting Date:** 09/13/2011

HNTB Supplemental 6 to on-call Professional Service Agreement PSA

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

Information**Agenda Item**

Discuss and consider approving HNTB Corporation Supplemental #6 to their "on-call" Professional Service Agreement (PSA) to allow for the execution of Supplemental #1 to Work Authorization #17 for the I-35 NBFR & Ramps (SH29 to Westinghouse Road) Pass-Through Project.

Background

Attachments[HNTB_Supp6_on-callPSA](#)[HNTB_Supp1_WA17_I-35NBFRandRamps](#)**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/08/2011 11:26 AM
Form Started By: Marie Walters		Started On: 09/08/2011 11:08 AM
	Final Approval Date: 09/08/2011	



HNTB Contract 45026
Supplemental Agreement No. 6

CONTRACT FOR ENGINEERING SERVICES
SUPPLEMENTAL AGREEMENT NO. 6
TO THE PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

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 HNTB (*the "Engineer"*) and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on December 12, 2006;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 limits the agreement as amended by Supplemental Agreement No. 5 to \$3,500,000.00; and,

WHEREAS, the “*Compensation Cap*” in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement as amended by Supplemental Agreement No. 5 to \$3,500,000.00; 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 1.1 is hereby increased from \$3,500,000.00 to \$3,750,000.00.
- II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 hereby increased from \$3,500,000.00 to \$3,750,000.00.

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

Richard L. Ridings, PE
Printed Name

Vice President
Title

9/2/11
Date

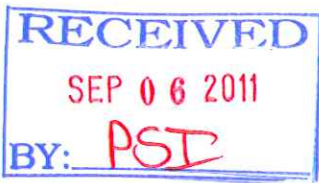
COUNTY:
By: _____
Signature

Judge Dan A. Gattis
Printed Name

Williamson County Judge
Title

Date

OK

HNTB Contract No. 45026
Work Authorization No. 17
Supplemental Agreement No. 1
IH 35 EA Re-evaluation Revisions

SUPPLEMENTAL AGREEMENT NO. 01
to
WORK AUTHORIZATION NO. 17

This Supplemental Agreement, Number 01, to the WORK AUTHORIZATION NO. 17, is made pursuant to the terms and conditions of the Agreement dated December 12, 2006 (the Agreement), between **Williamson County, Texas**, a political subdivision of the State of Texas ("**County**"), and **HNTB Corporation ("**Engineer**")** is made effective upon execution of this Supplemental Agreement.

The following terms and conditions of Work Authorization No. 17 are hereby amended as follows:

Part 1. This Supplemental Work Authorization will amend the current scope of work to include revising the EA Re-evaluation as necessary to address Federal Highway Administration (FHWA) comments provided by email dated July 11, 2011.

Part 2. The maximum amount payable for services under this Work Authorization is increased by \$84,113 from \$365,590 to \$449,703.

Except to the extent modified herein, all terms and conditions of Work Authorization No. 17 shall continue in full force and effect.

Williamson County, Texas
(County)

Signature: _____

Name: Judge Dan A. Gattis

Title: Williamson County Judge

Date: _____

HNTB Corporation
(Engineer)

Signature: 

Name: Richard L. Ridings, P.E.

Title: Vice President

Date: 9/2/11

Attachments:

Exh B – Services to be Provided by Engineer
Exh C – Work Schedule
Exh D – Fee Schedule

OK


EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT DESCRIPTION

HNTB (ENGINEER) is currently preparing a Re-evaluation of the Environmental Assessment (EA) on IH 35 from Loop 384 (FM 3406) in Round Rock to Loop 418 (Business 81) North of Georgetown in Williamson County, Texas. The EA Re-evaluation, as currently drafted, covers proposed changes in design from 2,300 feet south of State Highway (SH) 29 to 3,200 feet north of Westinghouse Road. The work to be performed under this Work Authorization shall consist of revising the EA Re-evaluation as necessary to address Federal Highway Administration (FHWA) comments provided by email dated July 11, 2011. Most notable of FHWA's comments is the need to expand the focus of the EA Re-evaluation to include all unconstructed portions of the project described in the original EA (including the construction of a frontage road between RM 2338 and Lakeway Drive). In addition, the EA Re-evaluation will be updated per FHWA guidance dated April 29, 2011, for preparing re-evaluations and notices of continuous activity. The following scope of work covers the environmental consulting services to be provided by the ENGINEER to Williamson County (COUNTY). The work will be performed under two (2) tasks: Task 145.01 is Project Administration and Coordination, and Task 120.01 is the EA Re-evaluation Revisions. The ENGINEER will coordinate activities with the COUNTY and the Texas Department of Transportation (TxDOT), as appropriate, throughout the duration of this project.

This scope of services includes professional services and deliverables in support of the COUNTY's development of the proposed project.

PROJECT MANAGEMENT (FUNCTION CODE 145)

TASK 145.01 – PROJECT ADMINISTRATION AND COORDINATION

- A) The ENGINEER will attend up to two (2) meetings with the COUNTY/TxDOT to discuss the work plan and obtain input to refine the work plan to best meet project needs.
- B) The ENGINEER will manage activities associated with the project. The ENGINEER shall secure resources necessary to produce the project deliverables and meet the project schedule. The ENGINEER will be responsible throughout the project duration for project management and communications with the COUNTY and TxDOT.
- C) The ENGINEER will prepare monthly progress reports for work completed during the period and prepare invoices in accordance with specified COUNTY criteria.

EXHIBIT B

- D) The ENGINEER will maintain project records and files in accordance with COUNTY document retention policies and manage data and transfer files for required elements of the project.
- E) The ENGINEER will conduct a comprehensive quality assurance/quality control review at appropriate milestone points during the project, to appraise technical performance, provide direction for project activities and review correspondence and environmental documents for quality assurance.

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES (FUNCTION CODE 120)

TASK 120.01 – EA RE-EVALUATION REVISIONS

Subtask 120.01.01 – Project History/Status

The ENGINEER will update the project description and project development history for the IH 35 frontage road project. Consistent with FHWA's e-mail dated July 11, 2011, the EA Re-evaluation will evaluate all remaining unconstructed improvements covered in the original EA. This will include construction of a frontage road between Ranch-to-Market Road (RM) 2338 and Lakeway Drive. This task will involve coordination to ensure that the EA Re-evaluation is consistent with and reflective of the most recent version of the Biological Assessment (prepared by others).

Subtask 120.01.02 – Indirect and Cumulative Impacts Analysis

The ENGINEER shall revise the ICI analysis for the project to include the areas of proposed design change, as well as other portions of the original EA limits that have not yet been constructed (RM 2338 to Lakeway Drive). The National Cooperative Highway Research Program Report 466 (NCHRP 466) will be used as guidance for the indirect impacts analysis. The ENGINEER shall utilize the approach outlined in TxDOT's *Guidance on Preparing Indirect and Cumulative Impact Analyses*, dated September 2010.

Subtask 120.01.03 –Traffic Noise Analysis

The ENGINEER shall update the traffic noise analysis for the project in accordance with 23 CFR 772 and TxDOT's *Guidelines for Analysis and Abatement of Highway Traffic Noise* (April 2011). The traffic noise analysis will be conducted in the areas of proposed design change, as well as other portions of the original EA limits that have not yet been constructed (RM 2238 to Lakeway Drive). The traffic noise analysis shall consist of the following elements:

- Identify existing and proposed land use;
- Conduct ambient noise measurements in the field to validate existing noise levels determined through FHWA's TNM (ver. 2.5) model. Noise

EXHIBIT B

measurements will be taken at the existing right-of-way line at a location representative of adjacent noise receivers. No right-of-entry will be obtained to conduct the noise measurements. Associated traffic counts and other pertinent data (climate, other noise sources, site details) will also be documented.

- Model existing and design year traffic noise levels using FHWA's TNM (ver. 2.5); and
- Evaluate and document reasonableness and feasibility of noise abatement measures and placement of noise barrier(s).
- Update Traffic Noise section of EA (and accompanying exhibits) with current TxDOT format.

Subtask 120.01.04 –Other Social, Economic and Environmental Consequences

In addition to those tasks previously identified, the ENGINEER will update, as necessary, the remainder of the EA Re-evaluation per the April 29, 2011 FHWA guidance.

Subtask 120.01.05 – Document Preparation and Comment/Response

Due to the scope of changes to the EA Re-evaluation detailed in this work authorization, it is assumed that the document will undergo another complete review by TxDOT Austin District, TxDOT-ENV and FHWA. Therefore, under this subtask, the ENGINEER will prepare five (5) copies of the draft EA Re-evaluation for review by TxDOT Austin District. Upon receipt of comments from the District, the ENGINEER will revise the EA Re-evaluation and submit fifteen (15) copies for review by TxDOT-ENV. Upon receipt of comments from TxDOT-ENV, the ENGINEER will revise the EA Re-evaluation and submit fifteen (15) copies for review and comment by FHWA. The ENGINEER will then revise the EA Re-evaluation to respond to FHWA comments.

Subtask 120.01.06 – EA Re-evaluation Engineering Support

The ENGINEER will complete Traffic Data Request Form and prepare necessary line diagram exhibits for requesting traffic data information.

Deliverable:

- Thirty-five (35) draft copies of the EA Re-evaluation document; also an electronic copy of each submittal.

EXHIBIT B

ADDITIONAL SERVICES

The following services are not included in the scope of services for this Work Authorization and will be considered Additional Services:

- Traffic Air Quality Analysis
- Biological Assessment
- Section 7 consultation
- Section 4(f) Statement
- Historic-Age Resource Research Design or Reconnaissance Survey
- Wetland Delineations
- USACE Section 404 Individual Permit or Nationwide Permit Preconstruction Notification
- Phase I Environmental Site Assessment
- Public Involvement (including Noise Workshops, Public Meetings, Public Hearing or Notice Affording an Opportunity for Public Hearing)
- Right-of-Entry to conduct ambient noise measurements

EXHIBIT C

WORK SCHEDULE

Schedule of Anticipated Milestones

NTP	September 12, 2011
Submittal of revised Draft EA Re-evaluation to TxDOT Austin District	October 21, 2011
TxDOT Austin District Review	October 21–November 4, 2011
Revisions to EA Re-evaluation to address TxDOT Austin District comments	November 4–November 18, 2011
Submittal of revised Draft EA Re-evaluation to TxDOT-ENV	November 18, 2011
TxDOT-ENV Review	November 18–December 19, 2011
Revisions to EA Re-evaluation to address TxDOT-ENV comments	December 19–January 9, 2012
Submittal of revised Draft EA Re-evaluation to FHWA	January 9, 2012
FHWA Review	January 9–February 10, 2012
Revisions to EA Re-evaluation to address FHWA comments	February 10–March 12, 2012

This schedule is based upon typical agency review times. The ENGINEER will consider opportunities to accelerate the schedule where feasible.

EXHIBIT D

HNTB FEE SCHEDULE Type 06 Billing Rates

		Env Project Director	Sr. Project Manager	Project Manager	Env Specialist	Senior Env Planner	Env Planner	Engineer II	Business Manager	Project Admin	Clerical/ Admin	TOTALS
FC 145	Labor Rates	\$ 187.00	\$ 185.00	\$ 140.00	\$ 109.00	\$ 94.00	\$ 85.00	\$ 80.00	\$ 115.00	\$ 86.00	\$ 63.00	
	PROJECT MANAGEMENT											
	TASK 145.01 - PROJECT ADMINISTRATION AND COORDINATION											
	A) Meetings	4	2	4	4							10
	B) Project Administration											
	C) Progress Reports and Invoices	4		4	4				8	12		24
	D) Record Keeping and File Management	4									12	16
	E) Quality Assurance/Quality Control	4	4									8
	HNTB Subtotal Task 145.01	16	6	12	12				8	12	12	66
FC 120	SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES											
	TASK 120.01 - ENVIRONMENTAL ASSESSMENT RE-EVALUATION REVISIONS											
	Subtask 120.01.01 - Project History/Status				4	12						16
	Subtask 120.01.02 - Indirect and Cumulative Impacts Analysis	8	8	16	100	80	24					236
	Subtask 120.01.03 - Traffic Noise Analysis			140		40	24					204
	Subtask 120.01.04 - Other Social, Economic and Environmental Consequences	2		16	24	16	24					82
	Subtask 120.01.05 - Document Preparation and Comment/Response		16	24	40							80
	Subtask 120.01.06 - EA Re-evaluation Engineering Support		2					8				10
	HNTB Subtotal Task 120.01	10	26	200	164	148	72	8				628
	HNTB Total Hours	26	32	212	164	148	72	8	8	12	12	694
	Labor Rates	\$ 187.00	\$ 185.00	\$ 140.00	\$ 109.00	\$ 94.00	\$ 85.00	\$ 80.00	\$ 115.00	\$ 86.00	\$ 63.00	
	Total HNTB Labor Cost	\$4,862	\$5,920	\$29,680	\$17,876	\$13,912	\$6,120	\$640	\$920	\$1,032	\$756	\$81,718
	Total HNTB Expenses (see summary)											\$2,395
	Total HNTB Labor Plus Expenses											\$84,113

EXHIBIT D **HNTB FEE SCHEDULE** **Type 06 Billing Rates**

EXPENSES					Unit	Amount	Contract Rate	Cost
Travel								
Airfare (Lowest available coach fare)					ROUNDTrip	0	\$350.00	\$0.00
Automobile Mileage					MILE	120	\$0.555	\$67.00
Lodging *+ tax					DAY	0	\$85.00	\$0.00
Rental Vehicle *+ tax*					DAY	0	\$50.00	\$0.00
Airport Parking					DAY	0	\$13.00	\$0.00
Per Diem					DAY	0	\$36.00	\$0.00
					Subtotal			\$67.00
Printing/Reproductions								
B&W Copies 8.5" x 11"					EA	6,000	\$0.065	\$390.00
Color Copies 8.5" x 11"					EA	600	\$0.75	\$450.00
Color Copies 11" x 17"					EA	600	\$1.50	\$900.00
Plots					EA	2	\$20.00	\$40.00
Color Plots					EA	2	\$1.64	\$3.28
CD Copying					EA	2	\$2.50	\$5.00
Exhibit Boards					SQ FT	0	\$7.35	\$0.00
Reproduce Plan Sets					EA	0	\$100.00	\$0.00
					Subtotal			\$1,788.28
Noise Measurement Equipment (including shipping costs)								
Delivery - Courier, Overnight, Deliveries, Postage					EA	1	\$500.00	\$500.00
					EA	2	\$19.85	\$39.70
					Subtotal			\$539.70
Total Expenses								
								\$2,394.98

Commissioners Court - Regular Session**28.****Meeting Date:** 09/13/2011

Discuss and consider authorizing County Judge to execute Training Service Agreement

Submitted For: Robert Daigh**Submitted By:**Lydia Linden, Unified
Road System**Department:** Unified Road System**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and Consider authorizing County Judge to execute Training Service Agreement between GDS Associates, Inc. and Williamson County for Landfill Inspection Training Services.

Background

AttachmentsTraining Service Agreement**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2011 02:52 PM
Form Started By: Lydia Linden		Started On: 09/06/2011 03:40 PM
	Final Approval Date: 09/07/2011	

TRAINING SERVICES AGREEMENT

THIS TRAINING SERVICES AGREEMENT ("Agreement") between GDS Associates, Inc., a (hereinafter "GDS"), and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 710 Main Street, Suite 101, Georgetown, Texas 78626, sets forth the terms and conditions pursuant to which GDS will provide certain services.

1. Training Services

1.1 A statement of work ("SOW") is attached hereto and the terms therein are incorporated in this Agreement. GDS agrees to perform the training services ("Services") as set forth in the attached SOW, and in any subsequently approved SOW referencing this Agreement, in a professional manner. GDS may provide the services described in the SOW by using GDS personnel or selected independent contractors ("Contractors"). GDS agrees to provide the items described in the SOW ("Deliverables").

2. Term and Termination

2.1 This Agreement will have an initial term of one year, or the length of the engagement, if longer than one year, unless either party gives prior notice of termination.

2.2 Either party may terminate this Agreement, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay GDS for all Services performed prior to termination.

2.3 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

3. Payment and Taxes

3.1 County agrees to pay GDS the lump sum fee of \$15,000.00 upon completion of the Services.

3.2 Unless specified otherwise in the SOW, GDS will invoice County upon completion of the Services. County's payment of the Services and Deliverables shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

4. Relationship between the Parties

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

5. Change Requests

County or GDS may request changes to the Services to be performed under the applicable SOW by written notice ("Change Requests"). The nature of these changes includes, but is not limited to, additions to or deletions from any services, changes to the schedule.

All Change Requests shall be subject to the following terms:

- i. Each Change Request relating to any Services and referencing this Agreement shall be deemed a separate Agreement incorporating all of the terms and conditions of this Agreement;
- ii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Change Request, the terms and conditions of this Agreement shall control.

6. Dispute Resolution/Mediation

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

at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

7. General

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

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

7.3 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

7.4 Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

7.5 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

7.6 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers,

employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

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

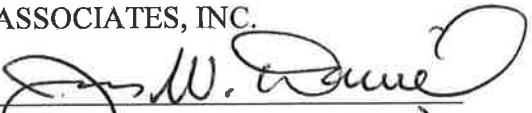
7.9 Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.

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

7.11 Entire Agreement. This Agreement (including any SOW attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and GDS has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

GDS ASSOCIATES, INC.

BY: 
NAME: JAMES W. DANIEZ
TITLE: V.P.
DATE: SEPT. 2, 2011

WILLIAMSON COUNTY, TEXAS

BY: _____
Dan A. Gattis,
Williamson County Judge

EXHIBIT A

STATEMENT OF WORK

Provide instruction and all materials for a landfill inspection training class for up to 12 people. The class will consist of three (3), eight (8) hour days. The third day of training will include a field inspection trip. The class will be conducted at Williamson County facilities in Georgetown, Texas.

1. Brief history of the Texas Municipal Solid Waste Program, Laws, and Regulations
2. Classification of Municipal Solid Waste Activities
3. Storage, Collection and Transportation of Municipal Solid Waste
4. Processing of Municipal Solid Waste
5. Municipal Solid Waste landfills
6. Types of regulatory authorizations
7. Liner System design and operations
8. Water Pollution Control and Leachate Management
9. Air Quality Requirements
10. Site Operating Plan
11. Site Development Planning
12. Safety Program Elements Including Emergency Response
13. Record Management and Documentation
14. Field Inspection Trip

Commissioners Court - Regular Session**29.****Meeting Date:** 09/13/2011

Discuss and consider authorizing the County Judge to execute License Agreement

Submitted For: J. Terron Evertson, P.E.**Submitted By:**Lydia Linden, Unified
Road System**Department:** Unified Road System**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and consider authorizing County Judge to execute a License Agreement between John C. Nelson and Williamson County Road & Bridge that would enable Road & Bridge to excavate a channel, allowing storm water to flow toward its natural waterway.

Background

This License Agreement has been reviewed by Charlie Crossfield. Culverts under CR 110 were extended more than a year ago, to allow the roadway to be widened. By widening the roadway, a severe drop off on the Southbound lane was eliminated. However, grading work was not completed off ROW and the downstream end of the culverts sit in a depression, causing the culverts to silt up and rust out. Also, when the culverts silt up, their conveyance capacity is decreased. Mr. Nelson has partially executed a license agreement, that with the court's permission would enable Road & Bridge to excavate a channel that will allow storm water to flow towards its natural waterway.

Attachments**License Agreement****Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/08/2011 09:47 AM
Form Started By: Lydia Linden		Started On: 09/06/2011 04:10 PM
	Final Approval Date: 09/08/2011	

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "license") is made and entered into effective the 10th day of August, 2011, by and between WILLIAMSON COUNTY, TEXAS whose address is c/o Road and Bridge Department, 3151 S.E. Inner Loop Blvd., Suite B, Georgetown, TX 78626 ("Licensee") and NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., a Texas limited partnership whose address is 3404 Glenview Avenue, Austin, Texas, 78703 ("Licensor").

WITNESSETH

WHEREAS, Licensor is the current owner of certain real property in Williamson County, Texas, which is more particularly described in that certain Special Warranty Deed dated December 31st, 1997 from Tom E. Nelson, Jr. and Nelson Homestead Management, L.L.C. as "Grantor" to Nelson Homestead Family Partnership, Ltd. as "Grantee" recorded as document No. 9824078 in the Official Records of Williams County, TX (the "Property").

WHEREAS, Licensee desires to construct and maintain a drainage channel over and across a portion of the Property not to exceed two acres for the sole purpose of storm water runoff drainage under Williamson County Road 110, and Licensor is willing to allow Licensee to construct and maintain a drainage channel over and across the Property, but only in accordance with the terms of this License.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

1. **Grant of License.** Subject to the terms and conditions of this license, Licensee is hereby granted the right to construct and maintain a drainage channel over and across approximately 1.3 acres of land, more or less, located Southwest of the intersection of Chandler Road/University Blvd. and Williamson CR 110, as generally depicted by sketch in **Exhibit "A"** attached hereto, for the sole purpose of storm water runoff drainage from Williamson County Road 110 (the "Planned Use"). The term of such Planned Use shall be for an initial period of three (3) years, commencing on August 10, 2011, and terminating on August 9, 2014, and thereafter from year to year unless sooner terminated according to the terms of this License. This License is non-exclusive and is made expressly subject and subordinate to the right of Licensor to use the Property for any purpose.
2. **Ownership by Licensor.** Licensee acknowledges that all rights, title and interest in and to the Property belong to Licensor.
3. **No Partnership.** No act by an associate, legal representative, employee, agent, servant, guest or invitee of Licensee shall bind or obligate Licensor. No partnership or joint venture, agency, or fiduciary relationship between Licensor and Licensee is intended and none shall be inferred from the License.

4. **Licensor's Right to Cancel.** Licensor shall have the right to cancel this License at will upon giving Licensee ninety (90) days notice of its intent to cancel. In the event of either the termination or cancellation of this License by Licensor, this License shall become null and void. In the event Licensor cancels this License, and Licensee has substantially complied with the conditions set forth in Paragraph 5 (a) and 5 (b) below during the License period, then Licensee shall not be responsible for filling the drainage channel upon termination.
5. **Additional Conditions.** In addition to other matters specified herein, this License is subject to the following conditions, terms and reservations:
 - a) No improvements, equipment, or structures of any kind shall be constructed or placed on the Property, or any portion thereof, without the express written approval of Licensor, which approval may be granted or denied in the sole discretion of Licensor;
 - b) Licensee shall, at its sole cost and expense, design and construct the drainage channel to ensure there is no pooling of water or significant flooding on the Property as a result of this Agreement. No dirt or other materials of any kind shall be removed from the Property without the express written consent of Licensor, and Licensee agrees to move any excavated dirt or materials to a location on the Property specified by Licensor;
 - c) Licensee shall, at its sole cost and expense, properly fence the water gap at the perimeter boundary of the Property so that : (i) livestock remained contained within the boundary fence and cannot escape through the water gap, and (ii) water and debris can pass to the drainage channel without damaging or impeding the boundary fence.
 - d) Licensee acknowledges that Licensor leases the Property for agricultural use, including grazing and maintaining livestock, and Licensee shall keep all gates on the Property closed. No fences may be cut or damaged in any way. Licensee shall contact the agricultural tenants, Dennis Davidson (512-828-2260) and Buster Davidson (512-818-1206) and notify them prior to performing any work on the Property (including construction of the draining channel or fencing the water gap), or entering the property at any time;
6. **Assignment.** Neither this License nor any rights, duties, or obligations hereunder shall be assignable by Licensee, and any attempt to make such an assignment will be null and void and will terminate this License and all privileges granted to Licensee hereunder. Nothing in this License shall be construed to give any person or entity, other than the parties hereto, any legal or equitable right, remedy or claim under this License.
7. **Entire Agreement; Amendment.** This License constitutes the entire agreement between the parties. This License may be amended only by a writing signed by both parties. No waiver of any right hereunder shall be effective unless in writing.
8. **Governing Law; Partial Invalidity.** This License shall be governed by the laws of the State of Texas. This License is performable and enforceable in Williamson County, Texas. If any provision of this License should be held invalid, the remainder of this License shall continue

in full force and the invalid provision shall be replaced by one which, being valid, most closely reflects the intention of the parties contained in the invalid provision. Time is of the essence with respect to this License.

9. **No Representations or Warranties.** LICENSEE EXPRESSLY UNDERSTANDS THAT LICENSOR HAS NO DUTY OR OBLIGATION WHATSOEVER, UNLESS OTHERWISE SET FORTH IN THIS AGREEMENT, TO MAINTAIN THE PROPERTY, OR ANY PORTION THEREOF, FOR THE BENEFIT OF LICENSEE OR LICENSEE'S INVITEES. Licensor shall have no responsibility, liability, or obligation with respect to any property of Licensee, it being acknowledged and understood by Licensee that the safety and security of any such property is the sole responsibility and risk of Licensee. LICENSEE HEREBY EXPRESSLY ASSUMES ALL RISKS AND PERILS ASSOCIATED WITH USE OF THE PROPERTY. LICENSEE ACCEPTS THE CURRENT AND FUTURE PHYSICAL CONDITION OF THE PROPERTY AS IS WITH ALL FAULTS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, LICENSOR MAKES NO IMPLIED OR EXPRESS REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER REGARDING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE FITNESS FOR ANY USE BY LICENSEE, THE SAFETY OR SECURITY OF THE PROPERTY, OR ANY PORTION THEREOF, OR THE COMPLIANCE OF THE PROPERTY WITH ANY APPLICABLE LAW. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS LICENSE.

IN WITNESS WHEREOF, the parties hereto have executed this License on the date and year first above written.

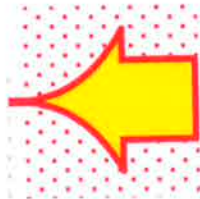
LICENSEE:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____



LICENSOR:

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., a
Texas limited partnership

By: Nelson Homestead Management, LLC, a Texas limited
liability company, its general partner

By: John C. Nelson
John C. Nelson, Manager

Commissioners Court - Regular Session**30.****Meeting Date:** 09/13/2011

RM 2338 Contract

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

Information**Agenda Item**

Consider authorizing County Judge to execute a Real Estate Contract with Dwayne and and Darlene Stephens for ROW needed on RM 2338. (PARCEL 17)

Background

AttachmentsStephens Contract**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/08/2011 09:44 AM
Form Started By: Charlie Crossfield		Started On: 09/08/2011 09:20 AM
	Final Approval Date: 09/08/2011	

REAL ESTATE CONTRACT
RM 2338 Right of Way

State of Texas
County of Williamson

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

ARTICLE I
PURCHASE AND SALE

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

All of that certain 0.080 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 17); and

Waterline easement and electric utility easement interest in and to that certain 0.038 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (Parcel 17UE); and

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

ARTICLE II PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The purchase price for the Property described in Exhibit "A", the acquisition of any improvements on the Property, and compensation for any damage or reconfiguration or curative measures to the remaining property of Seller, shall be the sum of FIFTY FIVE THOUSAND and 00/100 Dollars (\$55,000.00).

2.01.1. The purchase price for the utility easement interests in the Property described in Exhibit "B" shall be the amount of FIVE THOUSAND and 00/100 Dollars (\$5,000.00).

Pursuant to the terms of a Possession and Use Agreement executed by the parties and recorded in Document No. 2010016087, Purchaser has previously paid to Seller the amount of \$35,763 for which Purchaser shall receive a credit herein, leaving a remaining purchase price to be paid at the closing of this transaction of **TWENTY FOUR THOUSAND TWO HUNDRED THIRTY SEVEN and 00/100 Dollars (\$24,237.00).**

Payment of Purchase Price and Additional Compensation

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

Special Provisions

2.03. By execution of this contract the parties acknowledge and agree that a portion of the Purchase Price paid herein is specifically for compensation of any and all claims or damages of Seller due to a temporary loss of access to its remaining property or any other damages caused by the construction activities of Purchaser for the RM 2338 roadway improvements on the Property, and on other property owned by Purchaser or the State of Texas, which have occurred prior to the effective date of this Contract. Upon request, at the Closing of this transaction Seller agrees to execute a release of any such claims occurring prior to the effective date of this contract.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

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

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

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

**ARTICLE V
CLOSING**

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before September 30, 2011, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

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

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

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

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

ARTICLE VI BREACH BY SELLER

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

**ARTICLE VI
BREACH BY PURCHASER**

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

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

**ARTICLE VIII
MISCELLANEOUS**

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

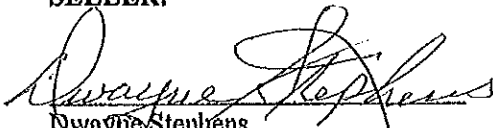
Effective Date

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

Counterparts

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

SELLER:


Dwayne Stephens
Date: 9-7-2011

Address: 7115 FM 2338
Georgetown, TX 78633


Darlene Stephens
Date: 9/7/2011

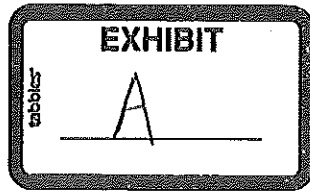
Address: 7115 FM 2338
Georgetown, TX 78633

PURCHASER:

County of Williamson

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

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



Page 1 of 4
PARCEL 17
March 4, 2009

County: Williamson
Parcel No.: 17
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 17

BEING 0.080 of an acre (3,488 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 2 of Industrial Park Section II, a subdivision of record in Cabinet N, Slide 312, of the Plat Records of Williamson County, Texas, said Lot 2 having been conveyed to Dwayne Stephens and wife, Darlene Stephens, by deed recorded in Document No. 2000038538, of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking the most westerly corner of the above-referenced Lot 2, being the most southerly corner of Lot 3 of Lots 3 and 4 of Industrial Park Section II, a subdivision of record in Cabinet O, Slide 39, of the Plat Records of Williamson County, Texas, said Lot 3 having been conveyed to Tom G. Wilkinson and William Henderson by deed recorded as Document No. 2002075992 of the Official Public Records of Williamson County, Texas;

THENCE, along the Northwest line of the said Lot 2, being the Southeast line of the said Lot 3, N 46°36'00" E, 561.46 feet to an iron pin with TxDOT aluminum cap set on the proposed Southwest line of Ranch to Market Highway No. 2338, 75.00 feet right of station 429+40.08, for the most westerly corner and Point of BEGINNING hereof;

- 1) THENCE, N 46°36'00" E, 42.59 feet to an iron pin found on the existing Northeast line of RM 2338 marking the most northerly corner of the said Lot 2 being the most easterly corner of the said Lot 3, for the most northerly corner hereof;
- 2) THENCE, along the said existing Southwest line of RM 2338, S 44°59'45" E, 81.93 feet to an iron pin found marking the most easterly corner of the said Lot 2, being the most northerly corner of Lot 1 of the said Industrial Park Section II, said Lot 1 having been conveyed to Brian Gregor and Erika R. Gregor, husband and wife, by deed recorded as Document No. 2007094040 of the Official Public Records of Williamson County, Texas, for the most easterly corner hereof;
- 3) THENCE, along the Southeast line of the said Lot 2, being the Northwest line of the said Lot 1, S 46°21'45" W, 42.50 feet to an iron pin with TxDOT aluminum cap set on the proposed Southwest line of RM 2338 for the most southerly corner hereof;

- 4) THENCE, along the said proposed Southeast line of RM 2338 N 45°03'00" W, 82.11 feet to the Place of BEGINNING and containing 0.080 of an acre (3,488 Square Feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

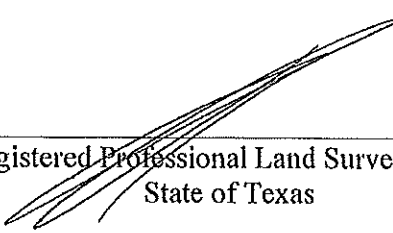
All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances are surface distances and may be converted back to grid with a Combined Adjustment Factor of 1.00014.

Access is permitted to the highway facility from the remainder of the abutting property.

STATE OF TEXAS }
COUNTY OF WILLIAMSON } KNOW ALL MEN BY THESE PRESENTS:

I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 6th day of March, 2009, A.D.



Brian F. Peterson
Registered Professional Land Surveyor, No. 3967
State of Texas



PLAT TO ACCOMPANY PARCEL DESCRIPTION

PROPOSED R.O.W.

EXISTING R.O.W.

R.M. 2338

PROPOSED CENTERLINE

S 45° 03' 03" E
4,552.89'

430+00

0.038 AC 1,639 Sq. Ft.
20' Road Widening Easement
N/312

EXISTING R.O.W.

S 44° 59' 45" E
81.93'

N 46° 36' 00" E
42.59'

(S45° 05' 30" E
81.76')

0.080 AC
3,488 Sq. Ft.

← 0.042 AC
1,849 Sq. Ft.

S 46° 21' 45" W
42.50'

N 45° 03' 00" W
82.11'

PROPOSED R.O.W.

POB
Parcel 17
429+40.08
75.00

430+22.19
75.00

LOT 3
TOM G. WILKINSON and
WILLIAM HENDERSON
* 2002075992

LOTS 3 & 4 of
INDUSTRIAL PARK SECTION II
CABINET O, SLIDE 39

LOT 2
DWAYNE STEPHENS
and wife, DARLENE STEPHENS
* 2000038538

LOT 1
BRIAN GREGOR
and ERICKA R. GREGOR
husband and wife
* 2007094040

INDUSTRIAL PARK SECTION II
CABINET M, SLIDE 312

LEWIS P. DYCHES SURVEY
Abstract # 171

0 25 50
SCALE IN FEET

POR
Parcel 17

PAGE 3 OF 4

STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
DWAYNE STEPHENS
and wife, DARLENE STEPHENS



Texas Department of Transportation
© 2003 by Texas Department of Transportation
All Rights Reserved

SCALE:

1" = 50'

CSJ #:

2211-01-023

PROJECT:

RM 2338

COUNTY:

WILLIAMSON

PARCEL: 17
Plot 1 of 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

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

NOTES:

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

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

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

Brian F. Peterson
3/18/09
BRIAN F. PETERSON
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
STATE OF TEXAS



PAGE 4 OF 4

STEGEROBIZZELL

ADDRESS 1778 S. AUSTIN AVENUE GEORGETOWN, TX 75226
PHONE 612.933.6412 FAX 612.933.6418 WWW STEGEROBIZZELL.COM
CAP 1728 >>>ENGINEERS >>>PLANNERS >>>SURVEYORS

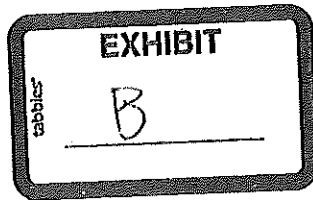
PARCEL PLAT SHOWING PROPERTY OF:
DWAYNE STEPHENS
and wife, DARLENE STEPHENS



Texas Department of Transportation
© 2005 by Texas Department of Transportation
All rights reserved.

SCALE: 1" = 50'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON
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PARCEL: 17
Plat 2 of 2



Page 1 of 4
PARCEL 17 (U)
April 23, 2009

County: Williamson
Parcel No.: 17 (U)
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 17 (U) EASEMENT

BEING 0.038 of an acre (1,643 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 2 of Industrial Park Section II, a subdivision of record in Cabinet N, Slide 312, of the Plat Records of Williamson County, Texas, said Lot 2 having been conveyed to Dwayne Stephens and wife, Darlene Stephens, by deed recorded in Document No. 2000038538, of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of January 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking the most westerly corner of the above-referenced Lot 2, being the most southerly corner of Lot 3 of Lots 3 and 4 of Industrial Park Section II, a subdivision of record in Cabinet O, Slide 39, of the Plat Records of Williamson County, Texas, said Lot 3 having been conveyed to Tom G. Wilkinson and William Henderson by deed recorded as Document No. 2002075992 of the Official Public Records of Williamson County, Texas;

THENCE, along the Northwest line of the said Lot 2, being the Southeast line of the said Lot 3, N 46°36'00" E, 541.45 feet to a point, for the most westerly corner and Point of BEGINNING hereof;

- 1) THENCE, along the said Southwest line of Lot 2 and the said Southeast line of Lot 3, N 46°36'00" E, 20.01 feet to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market Highway No. 2338, for the most northerly corner hereof;
- 2) THENCE, along the said proposed Southwest line of RM 2338, S 45°03'00" E, 82.11 feet to an iron pin with TxDOT aluminum cap set on the Southeast line of the said Lot 2, being the Northwest line of Lot 1 of the said Industrial Park Section II, said Lot 1 having been conveyed to Brian Gregor and Ericka R. Gregor, husband and wife, by deed recorded as Document No. 2007094040 of the Official Public Records of Williamson County, Texas, for the most easterly corner hereof;
- 3) THENCE, along the said Southeast line of Lot 2, being the said Northwest line of Lot 1, S 46°21'45" W, 20.01 feet to a point for the most southerly corner hereof;

4) THENCE, N 45°03'00" W, 82.19 feet to the Place of BEGINNING and containing 0.038 of an acre (1,643 Square Feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances are surface distances and may be converted back to grid with a Combined Adjustment Factor of 1.00014.

STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

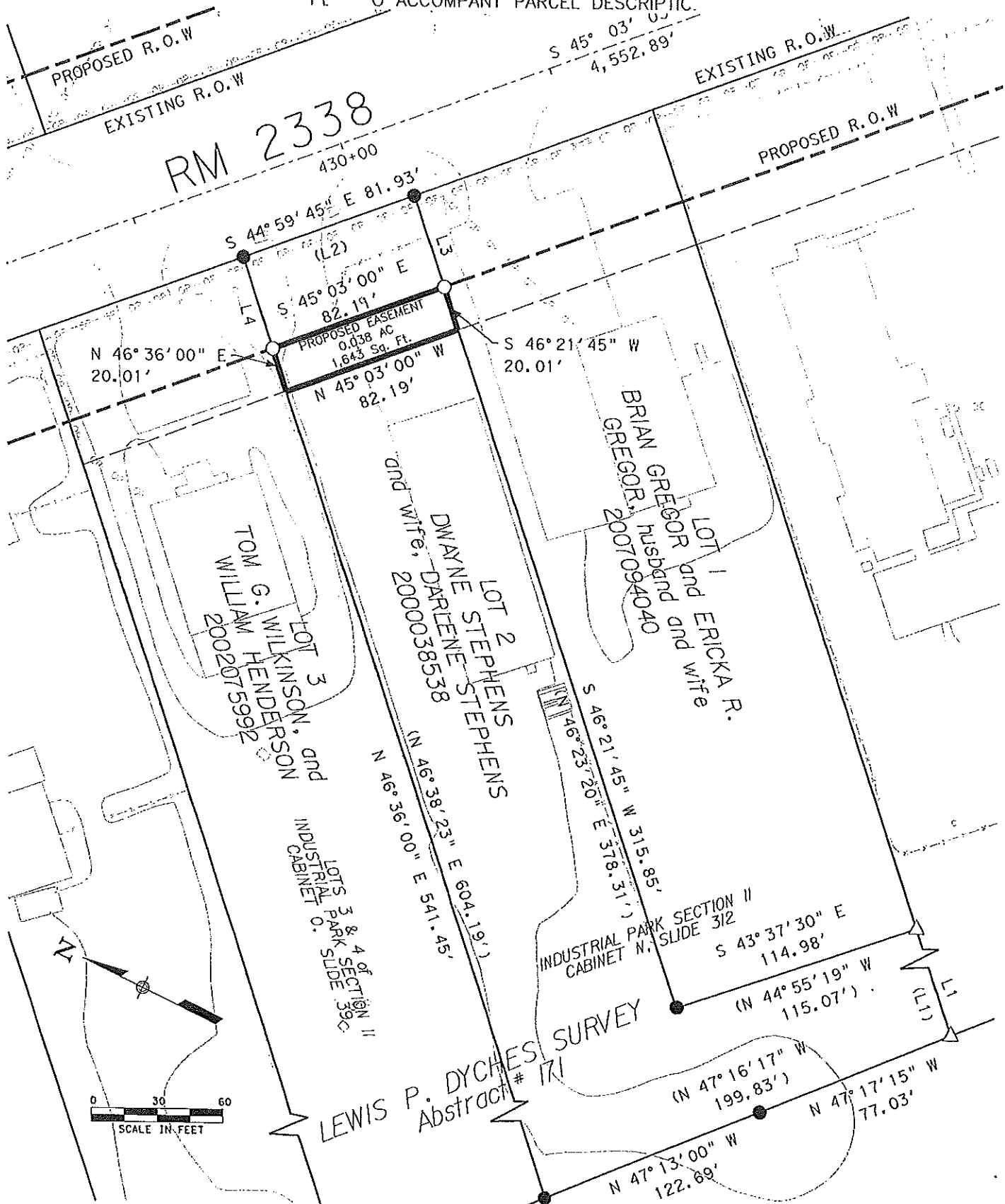
COUNTY OF WILLIAMSON }

I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 28th day of April, 2009, A.D.

Brian F. Peterson
Registered Professional Land Surveyor, No. 3967
State of Texas





STEGEROBIZZELL

ADDRESS 1878 S. ALSTON AVENUE GEORGETOWN, TX 78629
 PHONE 512.930.6412 FAX 512.930.8418 WEB STEGERSOZZELL.COM
 SERVICES ENGINEERS PLANNERS SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
 DWAYNE STEPHENS
 and wife, DARLENE STEPHENS



SCALE: 1" = 60'
CSJ: 2211-01-023
PROJECT: RM 2338
COUNTY: WILLIAMSON

PARCEL: 17(U)
PLAT 1 OF 2

LEGEND

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

CODE	BEARING	DISTANCE
L1	S 46°22'30" W	215.04'
(L1)	(N 46°23'20" W)	217.86'
(L2)	(S 45°05'30" E)	81.76'
L3	S 46°21'45" W	42.50'
L4	N 46°36'00" E	42.59'

NOTES:

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

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

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

BRIAN F. PETERSON
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
STATE OF TEXAS



PAGE 4 OF 4

STEGERS BIZZELL

1278 S. AUSTIN AVENUE
GEORGETOWN, TX 77626
PH 812.535.4112 FAX 812.530.4418
WWW.STEGERSBIZZELL.COM
ENGINEERS PLANNERS SURVEYORS

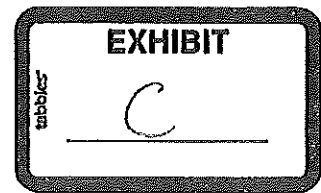
PARCEL PLAT SHOWING PROPERTY OF:

DWAYNE STEPHENS
and wife, DARLENE STEPHENS

SCALE: 1" = 60'
CSJ: 2211-01-023
PROJECT: RM 2338
COUNTY: WILLIAMSON



PARCEL: 17(U)
PLAT 2 OF 2



SPECIAL WARRANTY DEED
RM 2338 Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

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

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

All of that certain 0.080 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 17)

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

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

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

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

This deed is being delivered in lieu of condemnation.

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

GRANTOR:

Dwayne Stephens

Darlene Stephens

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2011 by Dwayne Stephens and Darlene Stephens, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

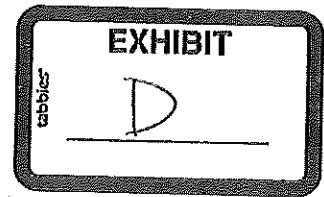
PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:



WATER LINE EASEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

www

DATE: _____, 2011

GRANTOR: DWAYNE STEPHENS and DARLENE STEPHENS

GRANTOR'S MAILING ADDRESS: _____

GRANTEE: Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas

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

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

GRANT: Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby grants, sells, and conveys to Grantee a permanent easement and right-of-way (the "Water Line Easement") in, upon, under, over the Water Line Easement Tract (hereinafter defined), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee and Grantee's successors and assigns forever. The easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing the PROJECT (as hereinafter defined), or any part of the PROJECT, and making connections therewith.

DESIGNATION OF COURSE: The "Water Line Easement Tract" is defined as a tract of land upon, across, over and under the following described real property:

All of that certain 0.038 acre of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, and being more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes (Parcel 17WE).

PROJECT: Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement.

Other Rights Granted to Grantee: Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the area encompassed by the Water Line Easement and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way; (2) the reasonable right from time to time to remove any and all improvements, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances in the Water Line Easement Tract or materially interfere with the exercise of Grantee's authorized rights; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

Obligation of Grantee: By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Waterline Easement Tract to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) except as otherwise provided in this document, only subsurface utilities which cross perpendicular to, rather than run parallel with, the Project facilities, and which do not otherwise directly or indirectly interfere with, interrupt or impair Grantee's use of the Water Line Easement and rights hereunder, and that do not directly or indirectly interfere with or damage the Project facilities, may be located within the Waterline Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract.

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

Exclusivity: Grantee's easement rights within the Waterline Easement Tract shall be exclusive, with the exception of use by Pedernales Electric Cooperative for electric facilities, or other permitted uses that are authorized in writing by grantee, or as otherwise permitted or authorized by Grantee in writing.

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

Warranty: Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise.

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

Covenant of Grantor: Grantor covenants that Grantor is the owner of the Waterline Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2011.

GRANTOR:

Dwayne Stephens

Darlene Stephens

Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF _____ §

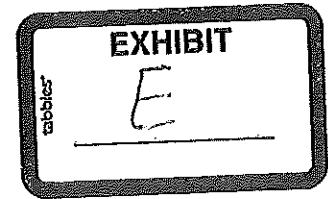
This instrument was acknowledged before me on the _____ day of _____, 2011, by Dwayne Stephens and Darlene Stephens, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

Notary Public, State of Texas

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

ELECTRIC UTILITY EASEMENT



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

THAT DWAYNE STEPHENS and DARLENE STEPHENS, Grantor, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for an electric distribution line consisting of variable number of wires, guy wires and/or down wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telecommunication wire, props and guys), over, across and upon the following described lands located in Williamson County County, Texas, to-wit:

All of that certain 0.038 acre of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, and being more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibits being incorporated herein by reference for all purposes (Parcel 17EE).

Together with the right of ingress and egress over our adjacent lands if necessary to or from said right-of-way, but only to the extent that ingress or egress is not available or adequate from a public right of way, for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to relocate said facilities in the same relative position to any adjacent road if any such road is widened in the future; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And we do hereby bind ourselves, our heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands this _____ day of _____, 2011.

[signature page follows]

GRANTOR:

Dwayne Stephens

Darlene Stephens

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2011 by Dwayne Stephens and Darlene Stephens, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

Commissioners Court - Regular Session

31.

Meeting Date: 09/13/2011

Disaster Declaration

Submitted For: Hal Hawes

Submitted By:

Lucille D'Elia, County
Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider extending and/or modifying the Disaster Declaration that was issued on September 6, 2011 by Judge Gattis.

Background

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/08/2011 10:57 AM
Form Started By: Lucille D'Elia		Started On: 09/08/2011 10:02 AM
	Final Approval Date: 09/08/2011	

Commissioners Court - Regular Session**32.****Meeting Date:** 09/13/2011

Burn Ban

Submitted For: Hal Hawes**Submitted By:**Lucille D'Elia, County
Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and consider extending and/or modifying the Burn Ban which is currently in effect.

Background

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/08/2011 10:57 AM
Form Started By: Lucille D'Elia		Started On: 09/08/2011 10:05 AM
	Final Approval Date: 09/08/2011	

Commissioners Court - Regular Session**33.****Meeting Date:** 09/13/2011

Supplemental Agreement with City of Round Rock

Submitted For: Hal Hawes**Submitted By:**Lucille D'Elia, County
Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Consider authorizing the County Judge to execute a Supplemental Agreement to the Interlocal Agreement between the City of Round Rock and Williamson County for the use of property for Neighborhood Conference Committee.

Background

AttachmentsRR INTERLOCAL**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/08/2011 10:57 AM
Form Started By: Lucille D'Elia		Started On: 09/08/2011 10:27 AM
	Final Approval Date: 09/08/2011	

**SUPPLEMENTAL AGREEMENT NO. 1
TO "INTERLOCAL AGREEMENT BETWEEN
THE CITY OF ROUND ROCK, TEXAS AND WILLIAMSON COUNTY
FOR USE OF PROPERTY FOR NEIGHBORHOOD CONFERENCE COMMITTEE"**

~~THE STATE OF TEXAS~~

CITY OF ROUND ROCK
PRESENTS:

KNOW ALL BY THESE

COUNTY OF WILLIAMSON
COUNTY OF TRAVIS

This Supplemental Agreement No. 1 to "Interlocal Agreement between the City of Round Rock, Texas and Williamson County for Use of Property for Neighborhood Conference Committee" is made by and between the City of Round Rock, a Texas home-rule municipality with offices located at 221 East Main Street, Round Rock, Texas 78664-5299 (hereinafter referred to as "City"), and Williamson County, Texas, a political subdivision of the State of Texas with offices located at 405 Martin Luther King, Georgetown, Texas 78626 (hereinafter referred to as "County").

WHEREAS, City and County executed the original Agreement (hereinafter referred to as the "Agreement") on the _____ day of _____, 2009; and

WHEREAS, it has become necessary to extend the original Agreement for the first allowable renewal period:

NOW THEREFORE, premises considered, City and County agree that the original Agreement is amended as follows:

Section 3. TERM shall be amended as follows:

3.1 The initial term of this Agreement shall be for twenty-four (24) months from the effective date hereof. After that initial term, this Agreement may be renewed for successive terms of twelve (12) months each with such renewals to occur on or before the expiration date of the preceding term, and with such renewals being absolutely predicated upon the express written agreement of the Parties. Such renewals are permitted only provided the County has performed each and every contractual obligation specified in this Agreement.

3.2 It is understood and expressly acknowledged by the Parties that this Subsection 3.1 is subject to the provisions for early termination contained in Section 7 herein, and that this Agreement may be terminated for cause or convenience by either of the Parties in accordance with Section 7 herein, and that such termination may be effected at any time during the initial term or any successive renewal terms.

3.3 This Supplemental Agreement No. 1 embodies the first allowable renewal of twelve (12) months, following the expiration of the original term of twenty-four (24)

229400/jkg

2-11-09-25-9A1

months, and this Supplemental Agreement No. 1 extends the original Agreement as to time only with no other changes in terms or conditions of the original Agreement.

IN WITNESS WHEREOF, City and County have executed this Supplemental Agreement No. 1 in duplicate originals.

25th APPROVED by the City Council, City of Round Rock, Texas, in its meeting held on the day of August, 2011, and executed by its authorized representative.

CITY OF ROUND ROCK

By: [Signature]

Alan McGraw, Mayor

Date Signed: 8.25.11

FOR CITY, ATTEST:

[Signature]

Sara L. White, City Secretary

FOR CITY, APPROVED AS TO FORM:

[Signature]

Stephan L. Sheets, City Attorney

APPROVED by the Commissioners Court of Williamson County, Texas, in its meeting held on the _____ day of _____, 2011, and executed by its authorized representative.

WILLIAMSON COUNTY, TEXAS

By: _____

Dan A. Gattis, County Judge

Date Signed: _____

FOR COUNTY, ATTEST:

County Secretary

FOR COUNTY, APPROVED AS TO FORM:

Commissioners Court - Regular Session**34.****Meeting Date:** 09/13/2011

Capital Metro Interlocal Agreement

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

Information**Agenda Item**

Consider approving an Interlocal Agreement between Williamson County and Capital Metropolitan Transportation Organization.

Background

On or about December 4, 2009 Williamson County entered into an Interlocal Agreement with Capitol Metro for the Build Central Texas Program (BCT) – Suburban Communities Program to use Fiscal Year 2008 BCT funding allocated to Williamson County to complete the BCT project submitted by Williamson County and they also entered into an agreement for using a quarter of the revenue from Cap Metro's one percent sales tax (Quarter-Cent Fund). Capital Metro still owes an obligation to Williamson County Precinct 1 for the Quarter Cent Fund (see Exhibit D) and Williamson County Precinct 1 would like to use the proceeds of the outstanding Quarter Cent Fund obligation and the BCT funds remaining from the 2009 BCT ILA to complete a project in the North Austin MUD #1 area, referred to as the Rattan Creek Pedestrian Bridge Project.

The parties desires are to enter into a mutually beneficially agreement that meets the transportation mobility needs of both Parties.

The Parties agree that the compensation paid to Williamson County in this Agreement are in amounts that fairly compensate Williamson County for the services and current revenues are available to Capital Metro

AttachmentsCapital Metro Agreement**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/08/2011 01:24 PM
Form Started By: Mary Clark		Started On: 09/06/2011 05:34 PM
	Final Approval Date: 09/08/2011	

Commissioners Court - Regular Session**35.****Meeting Date:** 09/13/2011

Interlocal Agreement with North Austin MUD Number One

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

Information**Agenda Item**

Consider approving an Interlocal Agreement between Williamson County and North Austin Municipal Utility District Number One.

Background

This agreement is between Williamson County and the North Austin MUD #1 regarding the Rattan Creek Pedestrian Bridge Project. This project will be funded with the Build Central Texas and Quarter Cent Sales Tax funds from Capital Metro.

AttachmentsNorth Austin MUD**Form Review****Inbox**
County Judge Exec Asst.

Form Started By: Mary Clark

Reviewed By
Wendy Coco

Final Approval Date: 09/08/2011

Date
09/08/2011 09:47 AM
Started On: 09/06/2011 05:37 PM

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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**INTERLOCAL AGREEMENT FOR
TRANSIT-RELATED PROJECT
FUNDING**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (the “COUNTY”) and NORTH AUSTIN MUNICIPAL UTILITY DISTRICT NO. 1, conservation and reclamation district created and operating pursuant to the provisions of Chapters 49 and 54, Texas Water Code (the “DISTRICT”).

WHEREAS, on or about December 4, 2007, the County and Capital Metropolitan Transportation Authority (“Capital Metro”) entered into that certain “Interlocal Agreement Between Williamson County, Precinct 1 and Capital Metropolitan Transportation Authority” (the “Capital Metro Interlocal”) concerning the Build Central Texas – Suburban Communities Program (the “Suburban Communities Program”) which sets forth, among other things, terms and conditions for the County’s use of grant funds from Capital Metro for transit-related mobility projects; and

WHEREAS, the District has planned a transit-related pedestrian bridge know as the “Rattan Creek Pedestrian Bridge” (the “Project”) and submitted the Project to the County and Capital Metro for approval and receipt of grant funds pursuant to the Capital Metro Interlocal; and

WHEREAS, the County desires to fund a portion of the Project with grant money obtained through the Capital Metro Interlocal in order to facilitate the development of transit-related mobility projects within its boundaries; and

WHEREAS, the parties desire to set forth in writing the agreed terms and conditions for the use of funds and reimbursement of costs related to the Project;

NOW, THEREFORE, the County and the District hereby agree as follows:

1. **Project Funding.** The County hereby agrees to fund a portion of the Project in an amount to be determined according to the terms and conditions of this Interlocal Agreement and the Capital Metro Interlocal; provided, however, such amount of funding shall not exceed the amount which Capital Metro approves for the Project and in no case shall the portion of funding exceed **TWO HUNDRED, THIRTY SEVEN THOUSAND ONE HUNDRED SIXTY TWO AND NO HUNDREDS DOLLARS (\$237,162.00.)** Furthermore, the District agrees and acknowledges that the County’s funding of the Project is entirely contingent upon Capital Metro’s approval and distribution of grant funds for the Project. In the event that Capital Metro does not grant approval of the Project pursuant to the Capital Metro Interlocal or if Capital Metro otherwise refuses to provide grant funds for the Project, the County’s obligation to provide funding of any kind for the Project shall cease and this Agreement shall thereafter be of no further force of effect.
2. **District Duties and Responsibilities.** The parties agree that the District shall:

- a. Solicit competitive bids for construction of the project; and
- b. Comply in the development and construction of the Project with all federal and state laws and regulations, including, but not limited to, the following:
 - i. The Americans with Disabilities Act (“ADA”);
 - ii. The Fair Labor Standards Act and Chapter 605 of the Texas Government Code;
 - iii. Chapter 2253 of the Texas Government Code (relating to performance and payment bonds for the Project);
 - iv. Chapter 2258 of the Texas Government Code (relating to prevailing wage rates applicable to the Project);
 - v. 28 Texas Administrative Code §110.110 (relating to required Workers Compensation coverage applicable to the Project);
 - vi. 49 C.F.R. Parts 23 and 26 (relating to disadvantaged business entity goals applicable to the Project); and
 - vii. The District shall confer with Capital Metro regarding the DBE goal assigned by Capital Metro for the Suburban Communities Program;
- c. A “BCT – Capital Metro Funded Project” sign must be posted at the construction site during construction of the Project identifying Capital Metro as a funding source; and
- d. Provide the County with any and all documentation or information that Capital Metro may require or request pursuant to the Capital Metro Interlocal; and
- e. Provide the County a monthly report of the Project’s progress, including any documentation necessary to conduct a project audit such as construction contracts, supply invoices and time sheets; and
- f. Inform the County in a timely manner of any substantial delays or altercations in the Project scope of work; and
- g. Provide overall project management and contract administration to supervise and control the day-to-day activities of the construction and monitor the activities of the contractor to ensure the timely and efficient completion of the Project in accordance with the plans and specifications and construction schedule subject to unforeseeable delays;
- h. Upon completion or substantial completion of the Project, provide detailed reports to support all Project billings and provide a photograph of the completed Project;
- i. In the event the District determines that fee, permit costs and related costs are of such an amount that completion of the Project is no longer monetarily feasible, the District shall have the right to terminate this Agreement and decline the funding from the County and Capital Metro; provided, however, if the County and Capital Metro have already extended funding to the District as of the date in

which the District terminates this Agreement, the District shall immediately reimburse and return all such funding to the County and Capital Metro.

3. **County Duties and Responsibilities.** The parties agree that the County shall:

- a. Work diligently to obtain reimbursement from Capital Metro in a timely fashion; and
- b. Compile and provide Capital Metro with all information necessary to secure any grant funds or unreimbursed costs for the Project, including submission of billing information that is satisfactory to Capital Metro; and
- c. Comply with terms of the Capital Metro Interlocal.

4. **Payment.** Upon both Capital Metro's approval of the Project and its distribution of 50% of the grant funds to the County for the Project, the County shall tender the said 50% of grant funds to the District. Upon substantial completion of the Project and upon County's receipt of the remaining 50% of grant funds from Capital Metro, the County shall tender the said remaining 50% of grant funds to the District.

5. **General Provisions.** The following general provisions shall apply to this Agreement:

- a. **Interlocal Cooperation.** The County and the District agree to cooperate with each other in good faith at all times to effectuate the purposes and intent of this Interlocal Agreement.
- b. **Payment From Current Revenues.** Pursuant to Chapter 791, Tex. Gov't Code, each party paying for governmental services hereunder shall provide for payment of same from current revenues or other funds of said party lawfully available for this purpose.
- c. **Entire Agreement.** This Interlocal Agreement contains the entire agreement of the parties and supersedes all prior and contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof.
- d. **Amendments.** Any amendment hereof must be in writing and signed by the authorized representative for all parties.
- e. **Interpretation and Authority.** The parties acknowledge that this Agreement is entered into pursuant to the authority of Texas law including, without limitation, the authority conferred in V.T.C.A Gov't Code, Chapter 791 ("Interlocal Cooperation Contracts) and construed so as to modify, supplement or otherwise alter the provisions of any other Agreement entered into by and between the District and the County.
- f. **Applicable Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas.
- g. **Assignment.** Neither party may assign their rights and obligations under this Interlocal Agreement.

- h. **Other Instruments, Actions.** The parties hereto agree that they will take such other and further actions and execute such other and further consents, authorizations, instruments or documents as are necessary or incidental to effectuate the purposes of the Interlocal Agreement.
- i. **No Third Party Beneficiaries.** Except as expressly provided above, nothing herein shall be construed to confer upon any person other than the parties hereto any rights, benefits or remedies under or by reason of this Agreement.
- j. **No Joint Venture, Partnership, Agency.** This Agreement shall not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, nor any employer-employee or borrowed servant relationship by and among the parties hereto.
- k. **Venue.** Venue for any suit arising hereunder shall be in Williamson County.
- l. **Duplicate Originals.** This Agreement may be executed simultaneously in duplicate originals each of equal dignity.
- m. **Effective Date.** This Agreement shall be effective from and after the date of due approval hereof by the respective governing bodies of the County and the District and due execution hereof by their respective authorized representatives.

IN WITNESS WHEREOF, the authorized representative of the County and the District have executed this Interlocal Agreement on the date(s) set forth below.

WILLIAMSON COUNTY, TEXAS:

By: _____
Dan A. Gattis, County Judge

Date: _____

**NORTH AUSTIN MUNICIPAL
UTILITY DISTRICT NO. 1**

By: _____
Alan McNeil, President
Board of Directors

Date: 6-13-11

ATTEST:

Jo Jones
Jo Jones, Secretary
Board of Directors

Donald Conklin
Vice President

Commissioners Court - Regular Session**36.****Meeting Date:** 09/13/2011

Tyler e-Signatures EULA

Submitted By: Jay Schade, Information Technology**Department:** Information Technology**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on Tyler Technologies End User License Agreement and Professional Services Agreement for Odyssey e-Signatures software.

Background

This is software that was budgeted in the current year's budget in order to have the capability to sign documents in Odyssey electronically, thus, reducing the amount of paper generated.

Attachments[Tyler e-Signatures Agreement](#)**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/08/2011 08:57 AM
Form Started By: Jay Schade		Started On: 09/07/2011 08:46 AM
	Final Approval Date: 09/08/2011	



End User License Agreement and Professional Services Agreement

This End User License Agreement and Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Williamson County, Texas (the "End User").

Background

WHEREAS, the Texas Conference of Urban Counties (the "CUC") has previously published a Request for Proposal that defines the CUC's requirements for certain judicial administration software and Tyler responded with a Proposal that met the CUC's requirements; and thereafter the CUC and Tyler entered into a contract (the "CUC Master Agreement") which defines the terms and conditions whereby Tyler will provide to End Users certain licenses, professional services, and maintenance and support services; and

WHEREAS, End User is authorized to procure the Licensed Property and services under the CUC Master Agreement; and

WHEREAS, End User desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and End User agree as follows:

A. Tyler shall furnish the products and services described in this Agreement, and End User shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein:

- Schedule 1. – Investment Summary
- Exhibit A. – Software License and Professional Services Agreement
- Exhibit B. – Software Maintenance Agreement

C. Section 2.2 of Exhibit A shall not apply to this Agreement. The Implementation Plan for the Licensed Software indicated on Schedule 1 shall result in the activation or delivery of such Licensed Software within ninety (90) days of the Effective Date.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto to be effective as of the date last set forth below (the "Effective Date"):

TYLER TECHNOLOGIES, INC.

END USER

Signature: _____

A handwritten signature in black ink, appearing to read "Jeff Puckett", written over a horizontal line.

Date: _____

9/1/2011

Name: Jeff Puckett

Title: Vice President

Address: 6500 International Parkway, Suite 2000

Plano, Texas 75093

Signature: _____

Date: _____

Name: _____

Title: _____

Address: _____

(Schedule 1)
Investment Summary

Software & Services			
Software Licenses		License Fees	
Licensed Software			
Odyssey Justice Suite			\$16,000
e-Signature (JP Enterprise license)			
	Discount	\$	(12,000)
		\$	4,000
Professional Services			
T&M Services	Rate	Hours	Cost
Project Management	160.00	4	\$640
Setup, Configuration, & Consulting	149.00	36	\$5,364
Training and Go-Live Assistance	138.00	8	\$1,104
Embedded Third Party Software			
None			

Total License Fees	\$	4,000
T&M Services	\$	7,108
Subtotal	\$	11,108
Estimated Travel Expenses	\$	-
Total Contract Price	\$	<u>11,108</u>

Maintenance & Support	
Support Type	Annual Fees
Standard	\$840
Maintenance & Support Fees: \$840 Maintenance Effective Date: 10/1/2011	

(Exhibit A)
Software License and Professional Services Agreement

This Software License and Professional Services Agreement is made and entered into as of the Effective Date by and between Tyler and End User.

WHEREAS, End User desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and End User agree as follows:

1. CERTAIN DEFINITIONS

1.1. Agreement means this Software License and Professional Services Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein.

1.2. Business Day means any day, Monday through Friday, excepting any federal holiday.

1.3. Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.

1.4. Current Production Software Version means the current production version of Tyler's software listed on the Investment Summary.

1.5. Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.6. Documentation means the user's operating manuals and any other materials in any form or media provided by Tyler to the users of the Licensed Software.

1.7. Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the Licensed Software, which as of the date of this Agreement, consists of the software set forth on Schedule 1 labeled as "Embedded Third Party Software".

1.8. Escrow Agent means Iron Mountain Intellectual Property Management, Inc.

1.9. Escrow Agreement means the Master Escrow Service Agreement between Tyler and Escrow Agent.

1.10. Indemnified Parties mean End User and each of its personnel, agents, successors, and permitted assigns.

1.11. Investment Summary means the summary of fees and services set forth on Schedule 1.

1.12. License Fee means the "Total License Fees" as set forth on the Investment Summary, which is due and payable as set forth in Section 4.1.

1.13. Licensed Property means the Licensed Software and the Documentation.

1.14. Licensed Software means: (a) the Current Production Software Version; (b) Embedded Third Party Software; and (c) any Local Enhancements.

1.15. Local Enhancements means any refinement, enhancement, or other customization to the Current Production Software Version to be developed by Tyler per the Investment Summary.

1.16. Maintenance and Support Fees has the meaning set forth in Exhibit B – Software Maintenance Agreement.

1.17. Party means, individually, Tyler and End User.

1.18. Project means the delivery and license of the Licensed Property and the performance of all services to be provided by Tyler in accordance with the provisions of this Agreement.

1.19. Project Manager means the person designated by each Party who is responsible for the management of the Project.

1.20. Software Maintenance Agreement means the maintenance and support services agreement attached hereto as Exhibit B.

1.21. T&M means time and materials.

1.22. Third Person Hardware means the CPUs, servers, and other hardware to be leased, purchased, or otherwise acquired by End User from a third party that is minimally required to operate the Licensed Software and such other CPUs, servers, and other hardware that End User has actually leased, purchased or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.23. Third Person Software means the operating systems and other software to be licensed, purchased, or otherwise acquired by End User from a third party that is minimally required to operate the Licensed Software and such operating systems and other software that End User has actually licensed, purchased, or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.24. Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of a Party's operations and held by, owned, licensed, or otherwise possessed by such Party (the "Owner") (whether held by, owned, licensed, possessed, or otherwise existing in, on or about the Owner's premises or the other Party's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to the Owner's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by the other Party in breach hereof; (b) becomes available to the other Party on a non-confidential basis from a source other than the Owner, which is not prohibited from disclosing such information by obligation to the Owner; (c) is known by the other Party prior to its receipt from the Owner without any obligation of confidentiality with respect thereto; or (d) is developed by the other Party independently of any disclosures made by the Owner.

2. IMPLEMENTATION PLAN; NOTICE TO PROCEED

2.1. Project Framework. This Agreement sets forth the terms whereby Tyler shall provide to the End User, and the End User shall acquire from the Tyler, the following (and each on the terms and subject to the conditions of this Agreement): (a) a license for the Licensed Property for the License Fee; (b) certain implementation, installation, testing, and training services related to the Licensed Software for the T&M fees set forth in the Investment Summary; and (c) certain maintenance and support services.

2.2. Implementation Plan.

(a) Within ninety (90) days of the Effective Date (or upon such other schedule as the Parties may mutually agree), Tyler shall devote sufficient resources to develop an Implementation Plan. The Implementation Plan shall provide for timetables, fees and expenses for, among other things, (i) the development of Local Enhancements for the End User, (ii) the delivery and installation of the applicable Licensed

Software for the End User, (iii) the training of End User personnel, (iv) the staffing plan for the implementation of the Project, and (v) a scheduled timetable for periodic update reporting on the status of the project by parties to the respective End User's Commissioners Court. Tyler shall provide End User with a revised Investment Summary which shall, upon issuance of a Notice to Proceed by the End User, be incorporated into this End User License Agreement.

- (b) Tyler is authorized to invoice the End User for the Implementation Plan, on a T&M basis as set forth in the Investment Summary, which shall be invoiced and paid in accordance with Section 4.4.
- (c) Within ninety (90) days of the completion of the Implementation Plan (or upon such other schedule as the Parties may mutually agree in writing), End User shall, in End User's sole discretion, either (i) issue a Notice to Proceed with the Project, subject to the terms and conditions of this Agreement or (ii) issue a Termination Notice.
- (d) If End User issues a Notice to Proceed, the license fee shall be due and payable as set forth in Section 4.1.
- (e) If End User issues a Termination Notice, then: (i) this Agreement shall terminate as of the date of such termination notice; (ii) End User shall have no further obligation to participate in the Project, except for paying Tyler for all costs and expenses incurred by Tyler in performing the Implementation Plan, which shall be paid within thirty (30) business days of the Termination Notice; and (iii) within thirty (30) Business Days of any such termination, each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.

3. TITLE AND LICENSE

3.1. License Grant. In consideration for the License Fee, which shall be due and payable as set forth in Section 4, Tyler hereby grants to End User a non-exclusive, royalty-free, revocable license (and sublicense with respect to the Embedded Third Party Software) to use the Licensed Property for End User's internal administration, operation, and/or conduct of End User's business operations by an unlimited number of users employed by End User on an unlimited number of computers and/or computer stations utilized by End User. Upon End User's payment of the License Fee in full, the foregoing licenses shall become irrevocable, subject to the restrictions on use set forth herein.

3.2. Restrictions. Unless otherwise expressly set forth in this Agreement, End User shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer, rent, or lease the Licensed Software or its usage. To the extent End User employs contractors, subcontractors, or other third parties to assist in the Project, End User shall obtain from such third parties an executed Tyler confidentiality agreement prior to such parties being permitted access to Tyler Confidential and Proprietary Information.

3.3. Copies. End User may make and maintain such copies of the Licensed Property as are reasonably appropriate for its use and for archival and backup purposes; provided, however, that End User shall retain all proprietary notices, logos, copyright notices, and similar markings on such copies.

3.4. Embedded Third Party Software. The license grant set forth in Section 3.1 includes the right to use any Embedded Third Party Software; provided, however, that such access to and use of such Embedded Third Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software shall be included in the License Fee. Tyler shall pass through to End User any and all warranties granted to Tyler by the owners, licensors, and/or distributors of such Embedded Third Party Software. End User shall be responsible for procuring and paying for all Third Person Software.

3.5. Title

(a) Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Licensed Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in End User any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.

(b) All training materials developed solely by either Party shall be the sole property of such Party. Any training materials developed jointly by the Parties shall be owned jointly by the Parties, and each Party shall be entitled to exercise all rights of ownership of such materials without any duty to account to the other, subject to Section **Error! Reference source not found.**

(c) All End User data shall remain the property of End User. Tyler shall not use End User data other than in connection with providing the services pursuant to this Agreement.

3.6. End User Modifications. Tyler shall have no liability pursuant to this Agreement or the Software Maintenance Agreement for any damages or defects to the Licensed Software caused, directly or indirectly, by End User Modifications or other changes to the Licensed Software that are implemented without the prior written consent of Tyler.

4. FEES AND INVOICING

4.1. License Fee. End User shall pay the License Fee in accordance with the following payment plan:

Payment Event	% of License Fee Payable
Contract Execution	100%

Invoices shall be sent to End User upon each Payment Event, which shall be paid in accordance with Section 4.4 and Section 4.5.

4.2. Professional Services Charges. T&M charges for all professional services to be performed hereunder shall be invoiced and paid by End User in accordance with Section 4.4.

4.3. Expenses. End User shall reimburse Tyler for travel, lodging, and food expenses actually and reasonably incurred by Tyler in performing its professional services herein in accordance with Section 4.4.

4.4. Invoice and Payment for Implementation Services. Tyler shall invoice End User for implementation services and associated expenses billed on a T&M basis herein on a monthly basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Following receipt of a properly submitted invoice, End User shall pay amounts owing therein thirty (30) days in arrears. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus one percent (1%) per annum or the highest rate allowed by governing law, whichever is less.

4.5. Invoice and Payment of License Fees and Maintenance and Support Fees. License Fees and Maintenance and Support Fees, as set forth on the Investment Summary, shall be invoiced and paid as set forth below:

(a) Tyler shall invoice the Texas Conference of Urban Counties (the "CUC") for License Fees and Maintenance and Support Fees incurred by the End User in accordance with the terms of the CUC Master Agreement. Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial License Fee and/or Maintenance and Support Fee due date or the anniversary thereof, as applicable.

(b) The CUC shall be responsible for invoicing End User and collecting payments from End User with respect to the License Fees and Maintenance and Support Fees. The CUC shall promptly, but in any event within thirty (30) days of receipt of License Fees and Maintenance and Support Fees

from End User, remit to Tyler all License Fees and Maintenance and Support Fees collected on behalf of an End User. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC and End User, to invoice End User directly for all future License Fees and Maintenance and Support Fees.

5. PROJECT IMPLEMENTATION

5.1. Professional Services. Attached hereto as Schedule 1 is Tyler's good faith estimate of the hours and fees associated with the services to be performed by Tyler for End User, including travel time by Tyler's personnel from Tyler's place of business to and from End User's place of business, and for which End User shall pay on a T&M basis. Additional services requested by End User which are beyond those hours detailed in Schedule 1 will be billed at Tyler's then current services rates.

5.2. Office Space. End User shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing Tyler reasonable access to a secure virtual private network connection or other comparable connection for use by Tyler from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by Tyler for use by Tyler personnel for the purpose of performing this Agreement while such personnel are working on-site and engaged in Project-related services.

5.3. Third Person Hardware and Third Person Software. End User shall be responsible to purchase, install, and configure all Third Person Hardware and Third Person Software. Tyler shall have no liability for defects in the Third Person Hardware or Third Person Software.

5.4. Cooperation. End User acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of End User personnel. End User shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. Tyler shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section 19.15) or to the failure by End User personnel to provide such cooperation and assistance (either through action or omission).

6. DELIVERY AND INSTALLATION OF THE LICENSED SOFTWARE

6.1. Delivery; Risk of Loss. Tyler shall deliver the Licensed Software to End User's place of business. Risk of loss of the Licensed Software, and media on which such may be delivered, shall remain with Tyler at all times until completed delivery.

6.2. Installation; Diagnostic Testing. Tyler shall install the Licensed Software at End User's place of business. Upon installation, Tyler shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly installed and shall notify the End User's Project Manager in writing after successful completion thereof.

7. VERIFICATION OF THE LICENSED SOFTWARE; FINAL ACCEPTANCE

7.1. Verification Procedure. Upon installation of the Licensed Software in accordance with the timetables set forth in the Implementation Plan, Tyler shall perform its standard test procedures and shall certify to End User that the Licensed Software is in substantial conformance with Tyler's then current published specifications (the "Verification Procedure") and is ready to commence Operational Use.

7.2. Optional End User Validation. End User may, in its sole and absolute discretion, monitor the Verification Procedure by performing its own defined internal validation process to test the software to determine if it substantially complies with Tyler's then current published specifications. Such validation test shall constitute End User's validation.

7.3. Results Final; Correction. Tyler's verification or End User's validation that the Licensed Software substantially complies with the then current published specifications shall be final and conclusive except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification / validation becomes other than final, End User's right

and remedy against Tyler shall be to require Tyler to correct the cause thereof or exercise its rights under Section 17.2. If End User has made modifications to the software programs, Tyler will not make such corrections, unless such modifications were specifically authorized in writing by Tyler.

7.4. Operational Use. Notwithstanding anything to the contrary herein, End User's use of the Licensed Software for its intended purpose ("Operational Use") shall constitute Tyler's verification or End User's validation of the software products, without exception and for all purposes.

7.5. Final Acceptance. When the Licensed Software is ready to commence Operational Use, End User shall be deemed to have "Final Acceptance" of the Licensed Software, this Agreement shall terminate (subject to Section 17.3 (Survival)), and the Licensed Software shall then become subject to the terms and conditions of the Software Maintenance Agreement.

8. TRAINING

To the extent that training services are included in Schedule 1, Tyler shall train End User in accordance with a mutually agreeable training plan. The training plan shall outline the training required for personnel to operate the Licensed Software. Tyler shall provide End User personnel with only the number of hours of training for the respective portions of the Licensed Software as set forth in the Schedule 1. Training shall be provided at End User's principal place of business or other site selected by End User. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the Licensed Software. The courses shall train End User's employees or agents in a manner to provide basic end user training. End User shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.

9. MAINTENANCE SERVICES

9.1. Maintenance and Support Agreement. Upon the commencement of Operational Use, Tyler shall provide End User with maintenance and support services for the Licensed Software, and End User shall pay the Maintenance and Support Fees.

9.2. Responsibilities of End User. In addition to the other responsibilities set forth herein, End User shall: (a) provide all training of its personnel; (b) collect, prepare, and enter all data necessary for the day-to-day operations of the Licensed Software; (c) retain separate copies of all conversion data delivered to Tyler; (d) provide the computer system on which the Licensed Software will be loaded and operated; (e) provide the requisite networks; (f) maintain an internal help desk function; (g) prior to Project completion, install all changes or updates into the Licensed Software and Third Person Software products that are furnished by Tyler for the purpose of correcting failures of the Licensed Software to conform to, and perform in accordance with, the requirements of this Agreement; and (h) maintain, as part of End User's computer system, a secure Microsoft VPN connection for use by Tyler.

10. CONFIDENTIAL AND PROPRIETARY INFORMATION

10.1. Protection of Confidential and Proprietary Information. Each Party shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey the other Party's Confidential and Proprietary Information, and each Party shall not use, make, sell, or otherwise exploit any such other Party's Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without the other Party's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Agreement, provided that the other Party is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. The Parties shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 10.1 and a Party shall be responsible for breaches by such persons acting by or for such Party.

10.2. Judicial and Administrative Proceedings. If a Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, requirements of the Texas Public Information Act, or other similar process) to disclose any Confidential and Proprietary Information of the other Party (the "Owner"), such Party shall provide the Owner with prompt written notice of such request or requirement so that the Owner may seek

protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Owner, the Party nonetheless is legally compelled to disclose the Owner's Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, the Party may, without liability herein, disclose only that portion of the Owner's Confidential and Proprietary Information required to be disclosed, provided that the Party uses reasonable efforts to preserve the confidentiality of the Owner's Confidential and Proprietary Information, including, without limitation, by cooperating with the Owner to obtain an appropriate protective order or other administrative relief.

11. ESCROW

Tyler maintains an Escrow Agreement with an Escrow Agent under which Tyler places the source code of each major release. At End User's request, Tyler will add End User as a beneficiary on its Escrow Agreement upon payment in full of the License Fee. End User will be invoiced the annual beneficiary fee by Tyler and is solely responsible for maintaining its status as a beneficiary. Release of the escrowed material shall be governed by the terms of the Escrow Agreement and the use thereof shall be restricted by Sections 2.2 and 10 of this Agreement.

12. REPRESENTATIONS AND WARRANTIES

12.1. Project Personnel. All Tyler personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of Tyler or, if applicable, Tyler's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.

12.2. Media Defects. The media on which the Licensed Software is provided shall, at the time of delivery and installation, be free of Defects in material and workmanship.

12.3. Pass-Through of Warranties. Tyler hereby passes through the benefits of all third party warranties that it receives in connection with any product provided to End User.

12.4. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Agreement.

12.5. Compliance with Laws. In performing this Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

12.6. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange. No director, officer, or 5% or more stockholder shall, during the course of this Agreement, receive or confer improper personal benefits or gains associated with the performance of the services outlined in this Agreement.

12.7. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, End User, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Agreement for any compensation, consideration, or value.

12.8. Illicit Code. The Licensed Software, when delivered and installed by Tyler, does not contain, and Tyler has not knowingly introduced through any media, any virus, worm, trap door, back door, bomb, bug, or other contaminant or disabling device, including, without limitation, any timer, clock, counter or other limiting routines, codes, commands, or instructions that may have the effect or be used to access, alter, delete, limit, control, damage, or disable any End User property.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 12 OR ELSEWHERE IN THIS AGREEMENT, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO END USER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO OPERATIONAL USE, THE LICENSE FEES PAID BY END USER; AND (B) AFTER OPERATIONAL USE, TYLER'S OBLIGATIONS AS SET FORTH IN THE TERMS AND CONDITIONS OF THE SOFTWARE MAINTENANCE AGREEMENT. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) BREACH OF SECTION 14.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 14.2 (INTELLECTUAL PROPERTY INFRINGEMENT).

IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

14. INDEMNIFICATION

14.1. General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Agreement, Tyler shall defend, indemnify, hold, and save harmless the Indemnified Parties from and against any and all Claims for bodily injury or property damage sustained by or asserted against End User arising out of, resulting from, or attributable to the negligent or willful misconduct of Tyler, its employees, subcontractors, representatives, and agents; provided, however, that Tyler shall not be liable herein to indemnify End User against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions, negligent or otherwise, of End User, its agents, contractors, subcontractors, or employees.

14.2. Intellectual Property.

(a) Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against Indemnified Parties that alleges that all or any part of the Licensed Property, in the form supplied, or modified by Tyler, or Indemnified Party's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Indemnified Party, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold the Indemnified Party harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify the Indemnified Party against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, the Indemnified Party shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Licensed Software made by the Indemnified Party, or any third party pursuant to the Indemnified Party's directions, or upon the unauthorized use of the Licensed Property by the Indemnified Party.

(b) If the Licensed Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (i) promptly replace the Licensed Property with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed Property to make it non-infringing; or (iii) promptly procure the right of End User to use the Licensed Property as intended.

15. TAXES

15.1. Tax Exempt Status. End User is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

15.2. Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by such Party for work performed under this Agreement.

16. INSURANCE

Tyler shall provide, upon the written request of End User (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at Tyler's sole cost and expense, the following insurance coverage issued with an insurance carrier with a Best Key rating of "A VII" or higher: (a) Industrial/Workers' Compensation Insurance protecting Tyler and End User from potential Tyler employee claims based upon job-related sickness, injury, or accident during performance of this Agreement; and (b) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with respect to Tyler's agents and vehicles assigned to perform the services herein with policy limits of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate. End User shall be named as an additional insured party and such notation shall appear on the certificate of insurance furnished by Tyler's insurance carrier.

17. TERM, SUSPENSION, AND TERMINATION

17.1. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until the sooner of: (a) Final Acceptance; or (b) the Agreement is terminated for Cause pursuant to Section 17.2.

17.2. Termination for Cause. Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section 17.2.

(a) For purposes of this Section, "Cause" means either:

(i) a material breach of this Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;

(ii) the failure by End User to timely pay when due any fees and expenses owed to Tyler pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

(iii) breach of Section **Error! Reference source not found.**; or

(iv) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No Party may terminate this Agreement under Section 17.2(a)(i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 18 following such period.

(c) In the event either Party terminates this Agreement pursuant to this Section 17.2, each Party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other Party prior to such termination and all revocable licenses granted herein shall terminate.

17.3. Survival. The following provisions shall survive after the Term of this Agreement: 1;3; **Error! Reference source not found.**; 11; 13; 14; 15; 17; 18; and 19.

18. DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Agreement shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by End User and Tyler's Vice President of Courts and Justice Systems Division assigned to End User's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to End User's chief executive officer or other individual reasonably designated by End User and Tyler's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 18 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Agreement, the Parties shall submit the matter to binding arbitration. Any such arbitration proceeding shall be governed by the rules of the American Arbitration Association. Any award or other relief granted by the arbitrators may be enforced in any court of competent jurisdiction. The foregoing shall not apply to claims for equitable relief under Section **Error! Reference source not found.**

19. MISCELLANEOUS

19.1. Assignment. Neither Party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld.

19.2. Subcontractors. Tyler shall not utilize any subcontractor(s) without the prior written consent of End User's Project Manager, which consent shall not be unreasonably withheld. The approval by End User of Tyler's right to use subcontractor(s) shall not waive or relieve Tyler from Tyler's obligations pursuant to this Agreement.

19.3. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

19.4. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

19.5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19.6. Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.

19.7. Entire Agreement. This Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

19.8. Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration.

19.9. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

19.10. Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.

19.11. Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the state of the domicile of End User, without regard to or application of choice of law rules or principles.

19.12. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Agreement. End User may, upon the written request of the Project Manager, audit any and all work or expense records of Tyler relating to materials and/or services provided herein. End User shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to End User as a part of this Agreement. Tyler shall make such books and records available to End User during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at End User's sole expense.

19.13. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

19.14. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in

a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the Agreement or provision.

19.15. Force Majeure. No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

19.16. Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Agreement by such Party with respect to its respective obligations set forth in Sections 3.2 and **Error! Reference source not found.** shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

19.17. Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred by either Party to secure the performance of any obligations under this Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs incurred in connection therewith.

[Remainder of this page intentionally left blank]

Maintenance and Support Services Agreement

This Maintenance and Support Services Agreement (this "M&S Agreement") is made and entered into as of the Effective Date by and between Tyler and End User.

WHEREAS, Tyler and End User have entered into that certain Software License and Professional Services Agreement (the "License Agreement") pursuant to which, among other things, End User has acquired a license to Tyler's Licensed Software.

WHEREAS, End User desires Tyler to perform, and Tyler desires to perform, certain maintenance and support services related to the Licensed Software.

NOW, THEREFORE, in consideration of the promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties acknowledge, the parties agree as follows:

1. CERTAIN DEFINITIONS

1.1. Terms Not Defined. Terms not otherwise defined herein shall have the meanings assigned to such terms in the License Agreement.

1.2. Business Day means Monday through Friday, excluding Tyler Holidays.

1.3. Business Hour means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.

1.4. Circumvention or Circumvention Procedures means, as applied to a Documented Defect, a change in operating procedures whereby End User can reasonably avoid any deleterious effects of such Documented Defect. If a Circumvention Procedure is not acceptable to End User, End User may escalate this Defect as set forth in Section 3.11.

1.5. Defect means any bug, error, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.6. Documented Defect means a Defect that End User documents for Tyler pursuant to Section 2.1.

1.7. Essential Functionality means any operational aspect of the Licensed Software that is required for immediate and ongoing business continuity by one or more users and which adversely impacts business in a crucial or critical manner.

1.8. Non-Essential Functionality means any operational aspect of the Licensed Software that will not interrupt business continuity or which will not adversely impact business in a crucial or critical manner.

1.9. Legislative Change means a refinement, enhancement, or other modification to the Licensed Software necessary to comply with final, statewide legislation or administrative regulation affecting in the same manner all clients in End User's state that are similarly situated with respect to the legislation and pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates. Legislative Changes do not include the expansion of End User's constitutional or operational responsibilities beyond those that exist as of the Effective Date.

1.10. Effective Date has the meaning set forth in Section 8.1.

1.11. Service Level 1 Defect means a Documented Defect that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of End User's remote locations; or (c) systemic loss of multiple essential system functions.

1.12. Service Level 2 Defect means a Documented Defect that causes (a) repeated, consistent failure of Essential Functionality affecting more than one user or (b) loss or corruption of data.

1.13. Service Level 3 Defect means a Service Level 1 Defect with an existing Circumvention Procedure, or a Service Level 2 Defect that affects only one user or for which there is an existing Circumvention Procedure.

1.14. Service Level 4 Defect means a Documented Defect that causes failure of Non-Essential Licensed Software functionality or a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect.

1.15. Third Person Software means all third party software required for the operation and use by End User of the Licensed Software consistent with the license granted to End User.

1.16. Version Release means new versions of the Licensed Software that contain technical improvements, functional enhancements, updates, extensions, and/or maintenance changes to the Licensed Software.

1.17. Tyler Holidays means one (1) day for a New Year's holiday, Good Friday, Memorial Day, a one (1) day holiday for Independence Day, Labor Day, Thanksgiving Day and the day after, and two (2) days during Christmas time. The exact date for any rolling holiday will be published on the Tyler website in advance of the date.

2. END USER RESPONSIBILITIES

2.1. Documenting Defects. End User must document all Defects in writing with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that Tyler may reasonably request. End User shall deliver such information to Tyler concurrently with its notification to Tyler of a Defect. End User shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to Tyler of such Defect, including, but not limited to, issues related to the network, user training, End User-produced extensions, and data problems not caused by the Licensed Software. Any technical or other issue for which End User requests services, but which is not a Documented Defect, shall be treated as a request for other services and governed by Section 4.

2.2. Other End User Responsibilities. End User shall:

- (a) maintain all required Third Person Software to the release level compatible with the installed version(s) of the Licensed Software;
- (b) establish and maintain an internal help desk to be the central point of contact and communication between the end users and Tyler's support staff. In the event that the End User is unable to establish and maintain an internal help desk, End User may select up to twenty (20) "super users" who may contact Tyler's help desk.
- (c) provide training on the Licensed Software to its employees;
- (d) allow Tyler to install patches and other maintenance releases provided by Tyler;
- (e) allow remote access by Tyler to End User's servers and data via a Microsoft VPN connection or CISCO VPN client or other mutually agreeable protocol, provided, however, that End User acknowledges that failure to provide a timely and practical remote access method may negatively impact Tyler's ability to perform its responsibilities under this M&S Agreement;
- (f) implement and perform appropriate data backup and data recovery procedures related to the Licensed Software. In no event shall Tyler be held liable for any loss or other damage associated with the loss or destruction of any data related to the Licensed Software that is attributable to End User's failure to implement and perform such procedures on a timely and regular basis; and
- (g) provide onsite installation, new integration, training, and other responsibilities with respect to Version Releases as set forth in Section 5.

3. TYLER RESPONSIBILITIES – SUPPORT SERVICES

3.1. General Services for Reporting Production Documented Defects.

(a) Tyler shall provide End User with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects. Tyler shall assist End User in the diagnosis of any Documented Defect, including the assigned Service Level and Tyler's tracking number.

(b) For each reported Documented Defect, Tyler shall assign appropriate personnel to diagnose and correct the Documented Defect, and where appropriate, identify Circumvention Procedures. Tyler's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Tyler has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

3.2. Service Level 1 Defects. Tyler shall provide an initial response to Service Level 1 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within one (1) Business Day. Tyler's responsibility for loss or corrupted data is limited to assisting End User in restoring its database to a known, accurate state.

3.3. Service Level 2 Defects. Tyler shall provide an initial response to Service Level 2 Defects within four (4) Business Hours of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedures within five (5) Business Days. Tyler's responsibility for loss or corrupted data is limited to assisting End User in restoring its database to a known, accurate state.

3.4. Service Level 3 Defects. Tyler shall provide an initial response to Service Level 3 Defects within one (1) Business Day of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defect without the need for a Circumvention Procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Tyler's responsibility for lost or corrupted data is limited to assisting End User in restoring its database to a known, accurate state.

3.5. Service Level 4 Defects. Tyler shall provide an initial response to Service Level 4 Defects within two (2) Business Days. Tyler shall use commercially reasonable efforts to resolve such Non-Essential Documented Defect within two version release cycles and a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect with a future Version Release.

3.6. Technical Server & Systems Support. Tyler shall use commercially reasonable efforts to provide End User with technical support to assist End User with troubleshooting the loss of functionality of Licensed Software for reasons other than a Documented Defect. Tyler technical support shall be limited to:

- (a) assisting the End User with isolating the source of Licensed Software failure due to systems-level hardware, Third Party Software, network, client-level hardware or peripherals;
- (b) providing recommendations to End User regarding resolution of said non-defect failure(s); and
- (c) providing End User with assistance on basic maintenance and administration of the Licensed Software environment, including basic data backup and restore procedures, deployment of Version Releases, and setup of supported peripheral devices for use with the Licensed Software

3.7. 24 X 7 Emergency Support. Tyler shall provide the End User with procedures for contacting support staff after normal business hours for the limited purpose of reporting emergency application unavailability issues (such as a Level 1 Defect) within the Licensed Software. Tyler shall use commercially reasonable efforts to provide the response set forth in Section 3.2.

3.8. Saturday Technical Support. Tyler shall use commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to allow assistance to End User IT staff. This option is available for the application of patches and full release upgrades as well as consulting with the End User IT staff for server maintenance and configuration for the licensed software environment.

3.9. Base Version Level for Correction. Tyler shall correct or otherwise cure Documented Defects to the current Version Release of Licensed Software made available to End User and either the immediately preceding Version Release or all Version Releases released to End User within the prior one (1) year, whichever is greater.

3.10. Legislative Change Support. Tyler will use its commercially reasonable efforts to implement Legislative Changes within the time frames set forth in the applicable legislation, but in any event in the next Version Release. Tyler's sole liability for implementing Legislative Changes in any calendar year shall be limited to the number of hours of analysis, development, post release data migration, and testing services, at Tyler's then current hourly rates, equal to not more than 20% of the total Annual Maintenance Fees for the Licensed Software paid by all clients with Legislative Change Support in End User's state during such calendar year; to the extent additional programming services are required, such services shall be billed to End User at End User's contractual billing rates, or at Tyler's then current hourly rates if no contractual billing rates are in effect. Notwithstanding the foregoing, End User shall be responsible for the cost of any other services required to implement a Legislative Change, including, without limitation, training, configuration, project management, or data conversion from external sources. Upon the mutual determination of the need for a Legislative Change that exceeds the limitations set forth above, Tyler shall provide End User with a written statement identifying the total number of hours that Tyler is liable for Legislative Change Support as calculated above plus a good faith estimate of the additional cost to End User. Such additional costs, if any, shall be prorated as a percentage of Annual Maintenance and Support Fees among all clients in End User's state with Legislative Change Support.

3.11. Escalation Procedure. If Tyler is unable to resolve any Service Level 1 or Service Level 2 Defect as provided in this Section 3, End User may immediately escalate the issue to End User's Project Manager or Designee and Tyler's Director of Client Services. Tyler and End User will use good faith reasonable efforts to meet, discuss, and agree upon a resolution plan for the affected Defect. If End User's Project Manager or Designee and Tyler's Director of Client Services cannot agree upon an acceptable resolution plan within 24 hours of such initial escalation, or such other reasonable time as the parties may agree, End User may further escalate the issue to End User's next Administrative Level and Tyler's Division Chief Operating Officer or Division President who shall have final authority to negotiate an acceptable resolution plan.

4. ADDITIONAL SUPPORT SERVICES

End User may request support services in addition to the standard maintenance offering (a "Service Request"). Such other support services may include, without limitation, services related to: (a) additional training; (b) technical assistance; (c) programming services; (d) installation of add-on components; and/or (e) business analysis. Tyler shall provide to End User a written response to the request which describes in detail the anticipated impact of the request on the existing Licensed Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto. Fees for additional support services shall be billed by Tyler directly to End User and shall be invoiced monthly, which shall be due and payable in accordance with Section 7.2.

5. VERSION RELEASES

Tyler shall notify End User of the occurrence of a new Version Release and shall provide End User with such Version Releases for the Licensed Software. The delivery of each Version Release shall include a complete, installable copy of the Licensed Software, together with release notes and other appropriate documentation. Tyler will provide installation software and instruction for use by End User in installing new Version Releases provided, however, that if Tyler does not provide installation software and instructions, then Tyler shall provide installation assistance to End User at no additional cost. End User shall, at its own expense, be responsible for any configuration assistance, new integration, and training with respect to each Version Release.

6. THIRD PERSON SOFTWARE

6.1. Notice of New Third Person Software. Tyler shall provide End User with advanced notice of any mandated new Third Person Software

revision that shall be required to load a Version Release. Tyler shall use commercially reasonable efforts to minimize the need for End User to rely upon updates of Third Person Software.

6.2. Tyler Certification. At Tyler's expense, Tyler shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release levels. Version Releases shall be certified to supported versions of all required Third Person Software. Tyler shall certify new releases of Third Person Software within a reasonable timeframe.

6.3. Costs. End User is responsible for all costs associated with installing and maintaining Third Person Software versions that are identified on Tyler's list of certified Third Person Software.

6.4. Maintenance. End User is responsible for maintaining software maintenance/update agreements with Third Person Software vendors at End User's expense. At the request of End User, Tyler shall participate with End User in discussions with Third Person Software providers on all software maintenance issues.

7. FEES

7.1. Annual Maintenance Fee. End User shall pay the annual maintenance and support fees as set forth on and in accordance with the timetables of Schedule 1 (the "Maintenance and Support Fees").

7.2. Invoice and Payment. Maintenance and Support Fees shall be invoiced annually in advance as set forth below:

(a) Tyler shall invoice the Texas Conference of Urban Counties (the "CUC") for maintenance and support fees incurred by an End User in accordance with the terms of the CUC Master Agreement and this M&S Agreement. Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial term of the M&S Agreement or the anniversary thereof, as applicable. The CUC shall be responsible for invoicing the End User and collecting payments from the applicable End User with respect to the maintenance and support fees. The CUC shall promptly, but in any event within thirty (30) days of receipt of License Fees and Maintenance and Support Fees, remit to Tyler all maintenance and support fees collected on behalf of an End User. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC and the affected End User, to invoice such End User directly for all future maintenance and support services.

(b) Any undisputed sum not paid when due shall bear interest calculated on an annual basis pursuant to Chapter 2251 of the Texas Government Code as follows. The interest rate shall be the sum of one percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest begins to accrue on the thirty first (31) day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date the End User mails or electronically transmits the payment.

7.3. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this M&S Agreement. Following receipt of a properly submitted invoice, End User shall pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

7.4. Maintenance on End User-Specific Customer Enhancements. The annual Maintenance and Support Fee may be further increased by agreement of the Parties with respect to (a) maintenance and support of End User-Specific Customer Enhancements requested by End User and (b) material functional enhancements contained in new Version Releases that are not merely technical improvements, updates, extensions and/or maintenance changes to the Licensed Software. End User will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fee without

affecting End User's entitlement to receive the remainder of any Version Release in which such enhancement is offered.

7.5. Suspension of Services for Non-payment. Tyler may suspend its performance of services hereunder during any period for which End User does not pay any undisputed Maintenance and Support Fees for a period of time exceeding sixty (60) days. Tyler shall promptly reinstate maintenance and support services upon receipt of payment of all undisputed Maintenance and Support Fees, including all such fees for the period(s) during which services were suspended.

8. TERM AND TERMINATION

8.1. Term. This M&S Agreement shall commence in accordance with Schedule 1 of this M&S Agreement (the "Effective Date") and shall continue in effect for a period of one (1) year; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless a Party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement as provided in this Section 8.

8.2. Termination by End User at the End of a Term. End User may terminate this M&S Agreement effective as of the end of the initial term or any subsequent term by giving not less than ninety (90) days' notice of its intent to terminate. End User may, at its option, reinstate maintenance by providing notice to Tyler and making payment of fifty percent (50%) of each year's Maintenance and Support Fees that would have been owed by End User during the lapsed period plus the Maintenance and Support Fees for the then upcoming maintenance year.

8.3. Termination by End User for Cause. End User may terminate this M&S Agreement for "cause" in accordance with this Section 8.3. For purposes of this Section, "cause" means a continuous or repeated failure to cure Documented Defects timely as provided in Section 3. In such event, End User shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which End User is invoking its right to terminate. Following such notice, Tyler shall have ninety (90) days to cure such problems. Following such ninety (90) day period, Tyler and End User shall meet to discuss any outstanding issues. In the event that "cause" still exists at the end of such period, then End User may terminate this Agreement. In the event of a termination under this subsection, Tyler shall return all monies paid to Tyler by End User under this M&S Agreement for the remainder of the then current maintenance period.

9. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO END USER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS M&S AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO FIXING DEFECTS IN ACCORDANCE WITH SECTION 3 OR AS OTHERWISE SET FORTH IN SECTION 8.3.

IN NO EVENT SHALL TYLER BE LIABLE TO END USER FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

10. DISPUTE RESOLUTION

The parties agree to use good faith, reasonable efforts to meet, discuss, and try to resolve any disputes arising out of, or relating to, this M&S Agreement for a period of sixty (60) days. The parties shall include in any such informal meetings persons with appropriate knowledge and authority, including, without limitation, End User's Information Technology Manager and Tyler's Support Manager. Any negotiations pursuant to this Section 10 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations, the Parties shall have the right to pursue any remedies at law.

11. MISCELLANEOUS

11.1. Assignment. Neither party may assign this M&S Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party.

11.2. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

11.3. Counterparts. This M&S Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.4. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other Parties, which waiver shall be effective only with respect to the specific obligation described therein.

11.5. Entire Agreement. This M&S Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

11.6. Amendment. This M&S Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this M&S Agreement shall be binding upon the parties despite any lack of consideration.

11.7. Governing Law. Any dispute arising out of or relating to this M&S Agreement or the breach thereof shall be governed by the laws of the state of the domicile of End User, without regard to or application of choice of law rules or principles.

11.8. No Third Party Beneficiaries. Nothing in this M&S Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

11.9. Contra Proferentem. The doctrine of contra proferentem shall not apply to this M&S Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the M&S Agreement or provision.

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Commissioners Court - Regular Session**37.****Meeting Date:** 09/13/2011

Salary Adjustment

Submitted By: Cynthia McIntyre, County Court At Law
#3**Department:** County Court At Law #3**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss & consider approving a salary adjustment for the Court Reporter in County Court at Law Number 3

Background

Consider and approve restoring the Court Reporter's salary to the full salary for other County Court at Law Court Reporters at \$83,571.92. This adjustment results in no increase in the aggregate salaries in County Court at Law Number 3. The salary of the Office Specialist is being decreased to offset the increase in salary for the Court Reporter. This has been verified by the Department Head, Judge Arnold, the Human Resources Director and the County Budget Officer. This adjustment will take effect immediately.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/08/2011 08:57 AM
Budget Office	Ashlie Blaylock	09/08/2011 09:09 AM
Form Started By: Cynthia McIntyre		Started On: 09/01/2011 08:21 AM
	Final Approval Date: 09/08/2011	

Commissioners Court - Regular Session

38.

Meeting Date: 09/13/2011

Williamson County Employee Policy Manual Revisions

Submitted For: Lisa Zirkle

Submitted By:

Mary Tomasek,
Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on revisions to the Williamson County Employee Policy Manual.

Background

Attachments

WC EE Policy Revisions

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/08/2011 01:24 PM
Form Started By: Mary Tomasek		Started On: 09/08/2011 10:56 AM
	Final Approval Date: 09/08/2011	

WILLIAMSON COUNTY EMPLOYEE POLICY MANUAL– RECEIPT AND ACKNOWLEDGEMENT

I have electronic access to or have received a copy of the Williamson County Employee Policy Manual (hereinafter “Manual”). I understand that the manual is posted on the Williamson County HR Intranet Portal Website and contains policies and rules that apply to me. I will abide by the policies and procedures as they exist and as they may be altered, deleted, or amended at any time.

I agree to read the manual, to understand its contents, and to remain current with it during my employment with the County. I understand that this manual in no way constitutes a guarantee or contract of employment, that I am an at-will employee, and that my employment can be terminated at any time, with or without cause or notice, at the will of the County, and that I may resign at any time.

_____ (Initial) I have read the Vehicle Use Policy and understand my responsibilities to be a (check all that apply):

- ☐ County-owned or leased vehicle/equipment operator
- ☐ Driver of a personal vehicle on County business
- ☐ County emergency vehicle driver

I agree to comply with the policy and understand that failure to comply may result in disciplinary action up to and including termination. If County emergency vehicle driver is checked, I agree to comply with Chapter 546 of the Texas Transportation Code which defines operation of an authorized emergency vehicle and certain other vehicles.

I hereby authorize Williamson County, at the County’s discretion, to obtain a copy of my driving record and may use the driving record to qualify me as a driver of a County vehicle or personal vehicle used on County business as indicated above.

_____ (Initial) I acknowledge that I have received a copy of the Drug Free Work Place Policy. I also acknowledge that the provisions of the Policy are part of the terms and conditions of my employment and that I agree to abide by them.

Deleted: for Commercial Drivers License

_____ (Initial) I have read and understand the Sexual Harassment Policy and Grievance Policy, and I agree to report sexual harassment complaints as required by County policy.

_____ (Initial) I hereby certify that I have read, understand, and agree to comply with the Williamson County Electronic Systems Use Policy.

THIS SIGNED COPY WILL BECOME PART OF YOUR PERSONNEL FILE.

Employee Signature Date Date of Birth

Employee Name (please print) Employee ID # Driver’s License # (if applicable)

Department Name

TO ALL COVERED EMPLOYEES AND ELECTED OFFICIALS:

The purpose of this manual is to describe the personnel, payroll, leave, and benefits policies of Williamson County (hereinafter referred to as “County”) so that supervisors and employees will be able to work together with as much cooperation and as little confusion as possible. Nothing in the manual constitutes a contract or guarantees employment. Policies may be altered, deleted, or amended at any time by action of the Commissioners’ Court. Unenforceable provisions of this policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to County policies that are made will be distributed to employees and officials.

Please note that the written policies in effect in an Elected Official’s department may supersede the policies specified herein, especially when said policy is more stringent. In departments under the supervision of a non-elected official, there may be additional written policies and procedures that are necessary for the legal and efficient operations of the department.

Questions about County policy should be directed to the Human Resources Department, 512-943-1533.

WILLIAMSON COUNTY EMPLOYEE POLICY MANUAL

Approved by Commissioners' Court September 14, 2010

Effective October 1, 2010

[Revisions approved xx-xx-xxxx effective xx-xx-xxxx](#)

If any provision or part of a provision of these policies is held invalid, illegal, or unenforceable, it will not affect the validity of the remaining provisions or parts of provisions, which will remain in effect. In cases where federal or state laws or regulations supersede local guidelines for specific groups of employees, such laws or regulations will substitute for these personnel guidelines only insofar as necessary for compliance.

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APPENDIX C – CIVILIAN GRADE/STEP CHART [\(place updated list on intranet site\)](#)

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APPENDIX E – DEPARTMENT HEAD PAY CHART [\(place updated list on intranet site\)](#)

APPENDIX F – ELECTED OFFICIAL’S SALARY HISTORY [\(check on this to years noted by Nancy Rister\)](#)

ABOUT WILLIAMSON COUNTY GOVERNMENT

Williamson County's government organization is established by the Constitution of the State of Texas and by state statutes. Its operations are governed by state and federal law and by actions of the Commissioners' Court.

Commissioners' Court

The Commissioners' Court consists of four County commissioners; each elected by the voters of a commissioners' precinct, and County judge, elected by all of the voters of the County. Officials are elected for a four-year term of public service.

The Commissioners' Court is the chief policy, administration or executive branch of the County government. Among its many functions, the Court:

- Sets the tax rate
- Adopts the annual budget
- Approves new programs or changes existing ones
- Adopts regulations and policies
- Approves and manages County facilities

The Court carries out these and other specific duties by meeting in regular sessions. Decisions of the Court require a majority vote.

County Operations

County operations are conducted through departments; each administered by an elected public official or an appointed department head.

Independent Elected Officials

While the Commissioners' Court has the wider range of authority, in some areas, state law gives greater authority to other elected officials. These elected officials – whether they are judges, the Tax Assessor-Collector, the County Sheriff, etc., - are directly responsible to the voters for performing the duties assigned to their offices.

RECRUITMENT, NEW HIRE, PROMOTIONS, TRANSFERS, DEMOTIONS AND SALARY POLICY

Equal Employment Opportunity

Williamson County does not discriminate on the basis of race, color, religion, political affiliation, handicapped condition, national origin, sex or age in recruiting selection, training, raises, promotions, terminations, discipline, use of employee facilities or programs, or any other condition or privilege of employment except where age or sex is a bona fide occupational qualification (BFOQ) or where it is required by state or federal laws.

Recruitment

1. Officials and department heads are requested to notify the Human Resources Department when a vacancy for a regular, full-time position occurs. Formal recruitment may also be used to fill part-time, temporary and seasonal positions. The Human Resources Department will use a current job description as the basis for drafting a vacancy notice and any advertisements that are authorized. Officials and department heads would then have three options for posting the position:
 - a. Applications from the general public--In this case, the vacancy notice would be posted on the County's Human Resources Department website in the Human Resources Department in the Inner Loop Annex and with the Texas Workforce Commission. A general notice will be regularly posted in the local news publications as well as their websites. A specific vacancy notice may be posted with other recruitment sources, as appropriate for the position. Outside applicants may apply electronically and if they are interviewed, they must provide an original signature on their application.
 - b. Applications from current County employees only--In this case, the vacancy notice would be posted on the County's Human Resources Department website and in the Human Resources Department in the Inner Loop Annex.
 - c. Applications from within the department or office only--In this case, the vacancy notice shall be posted only in the department or office in which the vacancy has occurred.
2. If option "a" or "b" is selected, official County applications from all persons, including departmental applicants, shall be submitted to the Human Resources Department. If option "c" is chosen, departmental applicants who are regular, full-time employees or part-time or temporary employees shall submit a letter of interest or request for promotion directly to the appropriate hiring authority.
3. Applications submitted through the Human Resources Department will only be accepted for positions that are currently vacant and posted. However, job applicants have the option to complete a job interest card online and be notified whenever a position is posted.

4. If recruitment is through the Human Resources Department, an applicant must submit a county application for each position applied for.
5. Positions posted in the Human Resources Department will in most cases have a closing date, and all application materials must be received by the Human Resources Department by that date. For positions filled solely from within a County department, the appropriate hiring authorities shall likewise receive letters of interest or requests for promotion by a posted closing date. Jobs posted in the Human Resources Department shall be open for applications for at least five working days (ten days or more are recommended).
6. As soon as possible after the closing date, the Human Resources Department will forward all timely and complete applications to the appropriate office or department. The Human Resources Department is available to provide advice and assistance with screening, interviewing, and hiring. The department will work with officials and department heads to develop written interview questionnaires and other materials relevant to the selection process.
7. The final decision to hire remains with the elected official or department head in the department or office in which the opening has occurred. For a department head position reporting to the Commissioners' Court, the final decision to appoint a department head is determined by a majority vote of the members of the Court. Current department head positions include:
 - Animal Services Department, Animal Services Director
 - Elections Department, Elections Administrator
 - Emergency Services Department, Senior Director of Emergency Services
 - Human Resources Department, Senior Director of Human Resources
 - Technology Services Department, Senior Director of Technology Services
 - Infrastructure Department, Senior Director of Infrastructure
 - Parks Department, Senior Director of Parks
 - Purchasing Department, Purchasing Agent

A copy of the Department Head pay scale can be found as Appendix E.

Hiring authorities are encouraged to work with the Human Resources Department to ensure that the process is conducted in the best interests of the County and its potential employees.

Nepotism

With regard to the appointment, confirmation of the appointment of, or voting for the appointment or confirmation of the appointment of an individual to a position that is to be directly or indirectly compensated with public funds or fees of office, County officials shall conform to the nepotism prohibitions contained in Chapter 573 of the Texas Government Code. Examples of nepotism include the following:

- a. The appointment or related action, as stated above, by a public official (elected or appointed) of a person related by blood (consanguinity) to the official, in the

following degrees: parent, child, sibling, grandparent, grandchild, aunts, uncles, nieces, nephews, great-grandparents, or great-grandchildren;

- b. The appointment, or related action, as stated above, by a public official (elected or appointed) of a person related by marriage (affinity) to the official, in the following degrees: spouses, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, or grandparents-in-law.
- c. A candidate for office cannot influence people in the office for which he or she is a candidate to appoint, promote, or take other employment actions involving persons related to the candidate in the same degrees stated above. If the candidate is running for commissioner, the candidate cannot influence persons serving on the commissioner's court, other officials, or their employees to take such actions. Example: If I am running for county clerk, I can ask the county tax assessor to hire my son, so long as this request is not part of a "trade" in which I agree to perform the same or similar action for the tax assessor. But if I'm running for county commissioner, I cannot ask a commissioner, other official, or an employee of the County to hire my son.
- d. The ending of a marriage by death or divorce ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as the child of that marriage lives.
- e. Department Heads and supervisors in a department under the Commissioners' Court are not allowed to directly or indirectly supervise an employee who is related to them as defined in Chapter 573 of the Texas Government Code. In summary, they are prohibited from having an employee who is related to them at any level in their chain of command.

Job Offers

1. The Human Resources Department is available to prepare or assist you in preparing a job offer letter for the successful candidate to fill your department's job vacancy.
2. At the conclusion of the selection process, all applications originally submitted through the Human Resources Department will be retained in the online system for at least two years.
3. The electronic applicant system is able to prepare and distribute notices to each unsuccessful applicant who applies for a position within your department. Please contact the Human Resources Department to process a job offer letter for the successful applicant and to notify the unsuccessful applicants or to simply notify the unsuccessful applicants via the electronic applicant system.
4. Positions may be filled by using applications previously received by the Human Resources Department for the same or similar position if the applications were received no later than 180 days prior to the position's current vacancy.

Criminal History Background Check Policy and Procedure

Policy

Williamson County requires a criminal conviction check for all potential full-time and part-time employees once a conditional offer of employment has been extended by a hiring manager. Criminal history background checks are also required for all employees who are promoted into a new County position, as deemed necessary.

Although a disqualification is possible, in accordance with federal and state laws, a previous conviction does not automatically disqualify an applicant from consideration for employment with Williamson County. Depending on a variety of factors (for example, the nature of the position, the nature of the conviction, length of time since the illegal activity occurred), the candidate may still be eligible for employment with Williamson County.

However, if an applicant attempts to withhold information or falsify information pertaining to previous convictions, the employee will be disqualified from further employment consideration in any position with the county due to falsification of an application.

An offer of employment may be extended to an applicant prior to the completion of the criminal conviction check. However, the applicant's first day of work in the position must not be prior to the satisfactory completion of the criminal conviction check.

Criminal conviction checks may also be performed for volunteers at the request of the associated department.

Procedure

After a verbal employment offer is made for a non-law enforcement position, the chosen candidate must complete the Pre-Employment Certification/Release form and return it to the Human Resources Department. Human Resources will notify the hiring manager upon receipt of the signed release. The chosen candidate is not to begin work prior to the hiring manager receiving approval from Human Resources.

Due to constraints within the authorization provided by the criminal background check provider, Human Resources staff may only provide information to the hiring manager about whether there are any convictions that disqualify an applicant from consideration for employment within a specific position based upon the criteria noted above. If the department would like to obtain specific information regarding the individual's criminal background results, the hiring manager requesting the information would have to apply and be approved by the vendor to grant access to this information. For more information about the hiring manager approval process, please contact the Human Resources Department.

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Any criminal history background checks relating to hiring for law enforcement positions will be processed within the applicable hiring department.

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After Hire

1. The number of employee positions established and authorized for each official and/or department, and the maximum allowable salary for each position, are determined by the Commissioners' Court. No County or precinct official or department head is required to pay the maximum salary allowed; the actual salary to be paid to each employee is to be decided by the employing official or department head, (not to exceed the amount allowed under County policy and budgeted for that position), and is to be certified by the Human Resources Department before the last day of the pay period

2. All new employees must complete the following two steps:

- a. Complete the new hire packet, which includes the Federal I-9 and W-4 forms, preferably on or before their hire date but no later than their third (3rd) day of employment. The Human Resources Department is available to provide these forms and to assist a new employee with completion and processing of these forms. As part of the new hire packet, a new employee will also need to provide documentation pursuant to the requirements of the Immigration Reform and Control Act. A list of acceptable documents to meet these requirements will be forwarded from the Human Resources Department and can also be found on the Williamson County Human Resources Department Web site or at <http://www.uscis.gov/files/form/i-9.pdf>. For any questions or assistance in completing the new hire packet or the required documentation, please contact the Human Resources Department at 512.943.1533 or hr@wilco.org.

After completion of the I-9 form by the employee and employer, Human Resources Department will/may initiate a query to E-Verify in order to determine employment eligibility. Human Resources must initiate the query no later than the end of three business days after the new hire's actual start date.

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- b. Attend a new hire orientation session in the Human Resources Department located at 301 S. E. Inner Loop, Suite 108, Georgetown, TX 78626. As of September 28, 2009, new hire orientation sessions will be held each Monday at 9:00 a.m. and each Thursday at 1:30 p.m. New employees shall complete their online benefits enrollment no later than 31 days from date of hire. Any supporting documentation must also be submitted no later than 31 days from date of hire.

3. Failure to provide accurate and complete information on the County application or any official employment record may result in dismissal from County employment.

Introductory and Probationary Periods

1. Officials and department heads may establish periods of special scrutiny or close supervision at the outset of employment. Such periods, regardless of the terms used to describe them, do not alter the employment at will status of employees, either during the terms of the periods or upon their completion.
2. Probationary status may be assigned to an employee who has been promoted or disciplined. The completion of such a probationary period does not alter the employment at will status of the employee.

Promotions

1. A promotion is the movement of an employee into a position with different job responsibilities at a higher grade. The County encourages the promotion of well-qualified persons when it is feasible to do so. Any vacancy that would result in a grade assignment increase for any employee within the office or department in which the vacancy has occurred should be posted in the office or department. [Whenever an employee is promoted from a non-exempt position to an exempt position, any comp time balance for this employee must be paid out at the effective date of the promotion. If the promotion involves a transfer from one department to another, please refer to the section titled "Transfers Between Departments".](#)
2. Departmental applicants should submit a letter of interest or request for promotion to the appropriate supervisor in order to be considered for positions posted within the department only. If a position is posted to the general public through the Human Resources Department then County and departmental applicants, as well as members of the general public, shall submit a regular County application to the Human Resources Department.
3. Part-time and temporary employees, and in some cases volunteers, may be considered as departmental applicants. This practice may be utilized so long as there is no adverse effect on the County's recruitment efforts.

Transfers

1. A lateral transfer is a move by an employee into a different position with the same pay grade.
2. Lateral transfers within a department do not require posting.
3. Any employee wishing to transfer to a position in another department will need to utilize the regular posting and recruiting processes.

Transfers between Departments

Employees transferring from one County office or department to another should give at least two weeks' notice to their current official/department head. The current official/department head

may waive the two week period. Non-exempt employees transferring between departments will require paying out all comp time upon transfer, so that this time does not become a liability of the new department. Exempt employees transferring between departments will only be paid comp time if the department certifies the employee's comp time hours and requests payment be made. Employees transferring between department s will require paying out all accrued holiday time upon transfer so that this time does not become a liability of the new department.

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Transfers to/from Williamson County

Employees transferring to/from Williamson County, the Williamson County and Cities Health District (WCCHD), and the Community Supervision and Corrections Department (CSCD/Adult Probation), will require paying out all vacation, comp and holiday time upon transfer, so that this time does not become a liability of the new department. All sick leave balances will be reset to zero and all accrued sick leave of the employee will be forfeited upon transfer. ~~Vacation/sick leave accruals will be based on length of service with Williamson County which does not include the amount of time employed with WCCHD or Adult Probation/CSCD/CTTC.~~

Deleted: Employees transferring to/from Williamson County, the Williamson County and Cities Health District (WCCHD), and the Community Supervision and Corrections Department (CSCD/Adult Probation), will require paying out all vacation, comp and holiday time upon transfer, so that this time does not become a liability of the new department. All sick leave balances will be reset to zero and all accrued sick leave of the employee will be forfeited upon transfer.

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Funding for Employee Positions within an Office or Department

Williamson County funds individual employee positions in all offices and departments as specific individual slots and does not fund positions in a way that allows transferring funds from one position to another without express or delegated approval by the Commissioners Court.

An office or department may request reductions or increases for specific individual employment slots. *If the Commissioners' Court either directly or through delegated authority determines that the County budget in the succeeding fiscal year will likely recover any extra funds and the department's salary line item will **not** be increased in the next fiscal year simply due to the requested reduction or increase, the request may be approved for the purposes listed below:*

1. Demotions or voluntary reassignments of one or more employees so that the employees, while receiving a lesser salary, may be placed in a step that approximates the same step (though not the actual salary) of their former position.
2. Promotions related to reassignments or demotions as stated above or other increases necessitated by the abrupt departure of key staff.
3. Entry level pay up to step 8 for employees classified in pay grade 26 or higher, if:
 - a. the applicant is currently being paid more, and
 - b. will not accept the budgeted level of the position, and
 - c. the confirmed salary and qualifications of the new hire justify the higher pay based upon market salaries, and
 - d. the higher step does not create pay inequities on a County-wide basis;

4. Entry level pay up to step 6 for employees classified in pay grade 25 or lower, if:
 - a. the applicant is currently being paid more, and
 - b. will not accept the budgeted level of the position, and
 - c. the confirmed salary and qualifications of the new hire justify the higher pay based upon market salaries, and
 - d. the higher step does not create pay inequities on a County-wide basis;
5. Entry level pay higher than step 1 or promotion pay as needed to compensate supervisors at a level higher than subordinates, not to exceed the current budgeted level for the slot and not involving a change in the pay grade.
6. Promotion pay equivalent to 2 pay steps below the budgeted amount for the slot, unless the resulting pay level does not yield at least a 5% increase for the employee being promoted, in which case the employee may receive an increase that will yield a 5% increase. Requests must be submitted to the HR Department for review. HR will forward these requests to the County Judge, who will review the requests and may refer the matter to the Commissioners' Court.

Demotions

A demotion of an employee should include a reduction in salary as well as a reduction in grade/step. If an employee is demoted to another position with a lower grade/step, the employee should be placed at step 1 and not at the currently budgeted step for the position. Any employee who is demoted will also not be eligible for merit money or any type of pay for performance award during the succeeding 12 month period.

Salary Levels—New Hires – Civilian Grade/Step Chart

A copy of the civilian grade/step chart can be found as Appendix C.

General Rule: Entry level is step 01 of the grade in which the position is classified. A copy of the FY 2011 civilian grade/step chart is attached. Any longevity pay or wellness program pay earned by an employee or any stipend awarded to an employee will be paid in addition to the salary stated on the civilian grade/step chart.

All full time and part-time positions should be assigned to the appropriate grade/step for the position.

Possible Exceptions if Budgeted Funds are available in the Office's or Department's Current FY Budget (Prior approval must be obtained from the County Judge):

1. If the salary of the best qualified applicant is higher than the regular entry level (usually step 1), and the applicant will not accept the entry level, the County Judge, through delegated authority by the Commissioners' Court, may authorize an entry level up to three steps higher (usually to step 04) if the following criteria are met: (a) the applicant's current salary is verified; (b) the hiring official confirms that the applicant has a combination of relevant education, training, and experience equal to that of any current departmental employee in the same position and at

the same salary group/step proposed for the new hire. Other exceptions may be granted by the Commissioners' Court.

2. If the vacant position involves supervisory duties, the new hire may receive a salary two (2) steps higher than anyone the new hire would supervise, not to exceed the currently budgeted amount for the position. The exact amount would be determined by the new hire's qualifications, salary history, etc.

New hire salaries for attorneys may be granted in accordance with retention requirements or internal salary plans, provided the office does not exceed the currently budgeted amount for an individual attorney's salaries in the office of the County Attorney and the District Attorney. Refer to District Attorney Salary Policy below.

Examples:

General Rule

Example: A person leaves County employment after ten years of service. The person is a deputy clerk at group 16, step 09, at the time of termination, but the person's duties are essentially the same as those of other deputy clerks with much less time on the job. The new hire would be brought in at the new hire level of group 16, step 01, instead of step 09.

Note: The department head could, however, fill the position from within, in which case the salary rules for promotion would be used instead of the rules for new hires.

Exception (1) Example: A supervisor leaves County employment. The position is not filled from within. The departing supervisor was at step 12. The employees who had been supervised by the departing supervisor were at steps 08, 06, 04, and 01, or equivalent salary levels in lower groups. The new hire for the supervisory position would be brought in at step 10, or equivalent in another salary group, instead of step 01, so that the new supervisor would be earning more than the people he or she would supervise.

Exception (2) Example: The best qualified applicant for a court clerk position is earning \$29,000 per year in her current job at another county. The Williamson County position for which she has applied has a new hire level of Group 16, Step 1 (\$27,442.97). The applicant will not come to work here for less than she is making. Our Group 16, Step 4 is \$29,567.36. The Human Resources Department verifies the \$29,000 salary, confirms with the Elected Official that the applicant has as much education, training, and experience as any current departmental employee at that level, and the County Judge reviews and approves the 16/4 hire level after verifying that funds are available in the departmental budget.

Deleted: After at least three months of employment, a new hire may receive a merit step increase within the same fiscal year if undistributed annual merit funds are available within the department. Any merit award must be calculated on an annual basis amount not the dollar amount that would be expended during the remaining fiscal year should the award be given to an employee. The Human Resources Department will determine whether undistributed merit funds are available within the department. ¶

Salary Levels—Promotions and Transfers – Civilian Grade/Step Chart

General Rule: Promotion is recommended to be up to two steps below the current salary level for the slot being filled through promotion or transfer. Any individual being promoted or transferred will assume the responsibilities of the open position. Simply re-assigning an employee to a position with a higher grade/step when the individual will not assume the responsibilities of the

open position is not considered to be a promotion and does not fall within the rules for promotions. Reassigning an employee to a position with the same grade but a higher step is considered a transfer and will fall within the rules for transfers. A copy of the FY 2011 civilian grade/step chart is attached as Appendix C.

Possible Exceptions if Budgeted Funds are available in the Office's or Department's Current FY Budget (Prior approval must be obtained from the County Judge):

(1) If promotion to this level does not yield at least a 5% raise for the promoted employee, the employee may be raised to a level that does provide at least a 5% raise, not to exceed the budgeted amount for the slot.

(2) If the vacant position has involved supervisory duties, the promoted employee may receive an amount equal to five percent (5%) more than the salary of any employee being supervised by the promoted employee, not to exceed the currently budgeted level.

Assuming that the position has been funded at a level higher than that allowed for in the possible exceptions noted above, other exceptions may be granted by the County Judge, acting under authorization from the Commissioners Court, after consultation with the Human Resources Department and the elected official or department head and review of an employee's qualifications as well as the budgeted funding for the specific position.

Promotion salaries for attorneys may be granted in accordance with retention requirements or internal salary plans, provided the promotions do not exceed the currently budgeted amount for an individual attorney's salaries in the offices of the County Attorney and the District Attorney. Refer to District Attorney Salary Policy Below.

Examples:

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¶
¶

General Rule

Example: A current employee, who is a grade 18, step 10, terminates. The open position is filled from within, and the person to be promoted into the open position and to assume those job responsibilities is a grade 18, step 04. The person will go to a grade 18, step 08.

Exception (1) Example: The employee chosen for the promotion is already at 18/07, and promotion to 18/08 would not provide a 5% raise. The employee is therefore authorized to be paid at an 18/09 level.

Exception (2) Example: A supervisor leaves county employment. The position is filled from within through promotion. The departing supervisor was at group 20, step 09. The promoted employee was at group 20, step 02. Applying the General Rule for promotions, the promoted employee would go to group 20, step 07. But in this case there is another employee who would be supervised by the promoted employee and is also making the equivalent pay of a group 20, step 07. The exception would allow the promoted employee to go to group 20, step 09, so that the promoted employee would earn at least 5% more than any person whom that employee would supervise.

In no case, however, could the salary of a new hire or a promoted employee be higher than the currently budgeted level set by the Commissioners Court for the position, unless the County Judge refers the request to the Commissioners Court for authorization of an additional exception.

Slots that are filled pursuant to these policies during a fiscal year will not carry over any surplus funding to the succeeding fiscal year.

Example: A slot in FY 2011 was funded at group 23, step 04. The person in that slot terminated during FY 2011. The slot was filled by a new hire at group 23, step 01. The amount that will carry over to FY 2012 will be group 23, step 01, and not group 23, step 04.

District Attorney Salary Policy

PROSECUTOR SALARY SCHEDULE WILLIAMSON COUNTY DISTRICT ATTORNEY'S OFFICE

This schedule is designed to establish a predictable and appropriate compensation level for prosecutors hired by the District Attorney. The schedule and promotion factors were developed in consultation with the Human Resources Senior Director after a study of comparable salaries in similar offices throughout Texas. These salaries are subject to reclassification upon the request of the District Attorney, recommendation of the Human Resources Senior Director and approval of the Commissioners' Court.

There are three factors that influence the assignment of a particular salary level for a prosecutor: years of service as a prosecutor, board certification in criminal law and an annual evaluation of the work done by the prosecutor.

Years of Service

Before employment, each prosecutor must verify years of service with another prosecutor's office. Generally, a letter from that office confirming the time of service will be sufficient. Time of service with the Williamson County DA's office is counted from the date of hire and each year is accrued on the anniversary of that date of hire. The District Attorney may bring in a new prosecutor at the level of total years of experience or at any level below that total. Promotion to a new level may occur on the anniversary date of hire, at the discretion of the District Attorney. The District Attorney may deny or delay such a promotion based on an evaluation of that prosecutor's actual work, but a delay should be noted on the paperwork for any subsequent approval. In the case of a denial or delay, the prosecutor may become eligible for a merit raise on the next anniversary date of hire per the tenure pay scale chart. After notifying Human Resources, the effective date of the merit raise shall be entered as the first working day of the month in order for the increase to be processed for the following pay period.

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Certification

Before employment, each prosecutor must verify whether or not the attorney has board certification in criminal law. Promotion into Felony Prosecutor Level II from Felony Prosecutor Level I occurs on the date certification is obtained rather than the anniversary of date of hire. However, subsequent merit raises within the steps for Felony Prosecutor Level II occur on date of anniversary of date of hire.

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Evaluation

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The District Attorney may evaluate the prosecutor annually and may delay or deny a promotion if the District Attorney determines that the prosecutor's work does not justify a promotion. Prosecutors are assigned to one of the following salary schedules:

1. Felony Prosecutor Level I: a non board certified lawyer with at least three years of prosecuting experience; a lawyer is eligible to move up one step within this schedule for each year of service within the District Attorney's Office at the discretion of the District Attorney and if salary funds are available.
2. Felony Prosecutor Level II: a board certified lawyer with at least five years of service; a lawyer is eligible to move up in 3-year increments at the discretion of the District Attorney and if salary funds are available.
3. Senior Attorney: a board certified appellate lawyer with at least five years of service; a lawyer is eligible to move up in annual increments at the discretion of the District Attorney and if salary funds are available.
4. First Assistant: a board certified lawyer with at least five years of service.

Salary schedules are subject to increase by across-the-board raises approved by the Commissioners Court for County employees. However, just as employees on the Peace Officer Pay Scale (tenure plan) are not eligible to receive lump-sum payments or merit increases as provided for other County employees, if any, that the commissioners court may award, attorneys on the District Attorney Pay Plan likewise are not eligible for such awards, but will continue to be eligible for raises and promotions that may be funded under the District Attorney Pay Plan. In fiscal years when the Commissioners Court does not award merit funds, state legislative dollars may be used to fund increases based on the plan.

The following chart is the prosecutor pay schedule in place as of September 2011. The grade/steps correlate with the civilian grade/step chart. **PROSECUTOR TENURE PAY SCALE** and NEW HIRE LEVELS

	<u>Years</u>	<u>Cert</u>	<u>Grade/Step</u>
Felony Pros I	3	no	35/1
	5	no	35/3
	6	no	35/4
	7	no	35/5
	9	no	35/7
Felony Pros II	5-7	yes	38/2
	7-9	yes	38/3
	9-12	yes	38/4
	12-15	yes	38/5
	15-18	yes	38/6
Senior Attorney	10	yes	39/6
	11	yes	39/7

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Peace Officer Tenure System and Certification Pay Plan

1. Purpose - The purpose of this pay plan is to establish the procedures and compensation rates for employees designated by the Commissioners Court as eligible for the Peace Officer Tenure System (POTS). The POTS may be eliminated at any time, and the compensation rate may be reduced, frozen, or adjusted at any time, by action of the Commissioners Court.
2. Eligibility - The Commissioners Court shall designate the peace officer and corrections officer position types that are eligible to participate in POTS. Only employees who are peace officers or corrections officers actively involved in a law enforcement activity and whose job qualifications require state peace officer or state corrections officer certification may be eligible to participate in POTS.
3. Peace Officer Pay Scale (POPS) - The Peace Officer Pay Scale contained in Appendix D is approved by the Commissioners Court. The scale correlates years of service with official rank within an office or department.
4. Years of Service
 - a. Years of Service under POTS are based on continuous service (with no break of more than one calendar year) as a regular employee in an approved POTS position (see POPS chart) in the sheriff's office, the offices of the County Attorney or District Attorney, or in any constable's office. Years of service as a corrections officer do not automatically count toward years of service as a law enforcement officer, nor do years of service as a law enforcement officer automatically count toward years of service as a corrections officer. (See paragraphs "c" and "e" below).
If an employee in an approved POTS law enforcement position transfers from one designated POTS office to another (e.g., constable to sheriff, sheriff to constable, constable to another constable, sheriff to County Attorney, District Attorney, constable), or returns to County employment after a break in service, the employee's years of POTS service will apply, not to exceed the current salary budget for the office, as verified by the County Judge.

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 - b. All personnel newly hired from outside Williamson County for positions subject to POTS start at the first pay increment for the POPS position for which they are hired, unless they qualify for a prior service credit that applies to the L1 rank (patrol deputy, or similar) only. See paragraph 5, "Credit for Prior Service", below)

Deleted: (See paragraph (e) below.)
 - c. Current Williamson County corrections officers who successfully complete the selection process to become an officer in the law enforcement division of the Sheriff's Office must begin their law enforcement service at the first pay increment of the law enforcement position and remain at that increment for a period of one calendar year. At the end of that year, such officers will be evaluated, and if they are able to remain in the law enforcement division, they will be placed at the pay increment corresponding to their time of continuous

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POTS service (with no break of more than one calendar year) in both corrections and law enforcement.

- d. Effective October 7, 2005, all current officers in POTS law enforcement positions will be placed in the pay increment that corresponds to their time of continuous POTS service (with no break of more than one calendar year) in both corrections and law enforcement.
- e. Law enforcement officers within the Sheriff's Office who transfer from the law enforcement division to the corrections division will, if appropriate corrections certification is achieved, be placed at the pay increment corresponding to their time of continuous POTS service (with no break of more than one calendar year) in both corrections and law enforcement.

5. Credit for Prior Service - An applicant for a law enforcement POTS position, or a current officer in such a position at the grade of L1.1, may qualify for service credit earned prior to current employment with Williamson County, if the following requirements are met:

- a. Applicant must meet all Williamson County requirements of the hiring office.
- b. Must be a TCLEOSE certified officer.
- c. If from another state, the officer must become TCLEOSE certified or attend a regional police academy.
- d. Must have four years of prior law enforcement experience (prior service subject to approval by hiring office). Lengthy gaps in service may disqualify a candidate, at the discretion of the hiring office.
- e. Qualified applicants and current officers will receive up to three years of service credit as it applies to tenure increment increases. The applicants and officers affected by this section are the following:
 - i. applicants whose prior service may qualify them for starting pay at increment L1.2, L1.3, or L1.4;
 - ii. current officers whose credit for prior service may qualify them for tenure increments L1.2, L1.3, or L1.4; and
 - iii. officers with the rank of law enforcement captain whose beginning pay may be up to increment L5.10 if they have prior service credit of 9 years; the minimum pay for the rank of law enforcement captain is increment L5.6.
 - iv. officers with the rank of law enforcement lieutenant, or equivalent, whose beginning pay may be increment L4.6 if they have prior service

credit of 5 years, and may be as high as L4.8 if they prior service credit of at least 7 years;

- v. officers with the rank of law enforcement sergeant, or equivalent, whose beginning pay may be increment L3.4 if they have prior service credit of 3 years, and may be as high as L3.6 if they have prior service credit of at least 5 years.

The hire date and length of service with the County for officers who receive prior service credit will not change as a result of receiving the prior service credit.

6. Prior service defined (candidates must substantially meet at least 3 of 5 criteria):

- a. patrolling in a radio equipped car, answering calls for the protection of life, property and the enforcement of city, county or state laws;
- b. conducting preliminary and follow up investigations of disturbances, prowlers, burglaries and other crimes;
- c. responding to calls related to traffic incidents and other required emergencies, observing, monitoring and controlling routine and unusual traffic conditions, assisting and advising motorists and enforcing safety laws;
- d. collecting and preserving evidence at a crime or accident scene, making arrests as necessary, interviewing victims and witnesses, interrogating suspects, searching and transporting prisoners and testifying in court;
- e. filing complaints and performing other work related to processing misdemeanor and felony complaints, enforcing court orders, and preparing reports of arrests and activities performed.

Offices must submit a Prior Service Verification Form to the Human Resources Department along with their Oracle Manager Self Service Hire process or Worker Status Change process in order for prior service credit to be applied.

7. Tenure Progression Employees in POTS positions move from one tenure level to the next, within the same rank, based on their years of service, subject to funding by the Commissioners' Court.

8. Promotions and Demotions - Promotions for POTS employees in positions subject to POTS to higher ranks are based on years of service determined in compliance with paragraph [4\(a\) under Years of Service](#) and on the office's assessment of an employee's performance, after the County Judge verifies that the office has sufficient funds in the current budget or the Commissioners Court approves additional funding, if necessary. POTS employees who are demoted may carry to a lower POTS grade the POTS step corresponding to their years of service, after the County Judge verifies that the office has sufficient funds in the current budget or the Commissioners Court approves additional funding, if necessary.

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9. Longevity Pay

- a. Each commissioned peace officer in the Sheriff's Office shall be provided statutory longevity pay of not less than \$5 a month for each year of service in the office in addition to the applicable salary rate.
- b. Commissioned peace officers in the Sheriff's Office are eligible to accrue statutory longevity pay at the rate of \$5 per month for each year of service (up to a maximum of 25 years) after the first year anniversary of their certification as a peace officer.
- c. Commissioned peace officers in the Sheriff's Office are not eligible to receive statutory longevity pay under this section and Williamson County longevity pay. Commissioned peace officers in the Sheriff's Office as of October 1, 2003, will receive the greater of statutory longevity pay or Williamson County longevity pay until the amount of statutory longevity pay exceeds County longevity pay as such pay was set on October 1, 2003. From that time forward, such officers will receive only statutory longevity pay. Commissioned peace officers in the Sheriff's Office employed after October 1, 2003 will receive only statutory longevity pay.

10. Timing of Payroll Actions - All pay changes related to dates of service will take effect at the beginning of the first full pay period that follows the attainment of the service date.

11. Certification Pay - The following certification pay will be paid to non-elected commissioned peace officers and eligible corrections officer (County Jail) who hold a full-time active duty position in a law enforcement or corrections capacity with the County on June 1st of each year:

- a. Law enforcement officers--\$60 per month for Advanced Certification; \$90 per month for Masters Certification;
- b. Corrections officers--\$60 per month for Advanced Certification; \$90 per month for Masters Certification.
- c. Payment for an entire fiscal year beginning on October 1st will be based on the level of certification held as of September 15th of the preceding fiscal year.

Certification pay does not transfer with an individual employee who leaves a corrections officer position to accept a law enforcement position nor does it transfer with an individual employee who leaves a law enforcement position to accept a corrections officer position except when the corrections officer position is that of a Bailiff.

Annual Reclassification Requests – All Positions

Reclassification requests are submitted by a department during the annual budget process if allowed by the Commissioner's Court for a specific fiscal year budget process. The reclassification

requests should only be based upon an increase in assigned job duties or new or greater supervisory responsibilities for a position.

Market Salary Adjustments – All Positions

Each year the Human Resources Department performs a market analysis comparing the current salaries for Williamson County positions to comparable public sector entities and private sector entities, when applicable. Any positions that are not aligned with market salaries will be identified and a salary recommendation will be made to the Commissioners Court during the annual budget process.

It is the policy and practice of Williamson County to comply fully with the Fair Labor Standards Act (FLSA). All job positions will be reviewed and classified as non-exempt or exempt, according to FLSA standards. All employment practices will be conducted in accordance with this policy basis.

Terminating Employees – All Positions

(Should the paragraph below have its own heading-say (County Equipment) and be placed before “Asset Values” on page 40??

Each employee who is issued County-owned equipment that may be used or taken outside the daily workplace must sign an agreement each year acknowledging receipt of the equipment, including an acknowledgement of its current replacement value, and agreeing that the equipment will be returned on request of the department head or on leaving departmental employment whichever comes first. The agreement will further provide that if the equipment is not returned when required, the replacement value will be deducted from the employee’s next (or final) paycheck.

Deleted: The employee termination date for an employee who is terminating employment with Williamson County will be their last date of active duty in person at his/her usual and customary place of work unless they are on paid administrative leave pending an investigation. If they are on paid administrative leave pending an investigation, their last date of active duty will be the date upon which a final determination decision was made following the investigation. Any accrued vacation or comp time balances remaining for the employee as of their last date of active duty will be paid in a lump sum to the employee on their final pay check. A terminated employee’s final paycheck is processed in the pay period which includes their termination date. No direct deposit will be processed for a terminating employee. Instead a paper check will be issued for their last paycheck.¶

Deleted: Military Leave¶

Deleted: The Uniformed Services Employment and Re-employment Rights Act (USERRA) grants up to five years of military leave. The Act requires an employer to reinstate a person to his/her previous position if military service has been satisfactory according to the guidelines listed below.¶

- ¶ 1. Service of 90 days or less – veteran must be re-employed in the position he would have held if he had continued in employment without interruption for military service.¶
- ¶ 2. Service of 91 days or more – the veteran must be re-employed in the same position or in a position of like seniority, status and pay.¶

- Deleted:** 3. For service up to 30 days – veteran must report back to work on the next regularly scheduled day after completion of duty.¶
- ¶ 4. For service of 31-180 days – veteran must apply for re-employment within 14 days following release from active duty.¶
 - ¶ 5. For service of more than 180 days – veteran must apply for re-employment within 90 days of release from active duty.

PAY PLAN AND PAY POLICIES

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Work Week and Work Hours

The official work week for all County departments is Friday through Thursday. The work schedules of each department are determined by the official responsible for overseeing the department and are established according to their work requirements and pertinent regulations.

Rest Periods/M meal Periods

Rest Periods of 15 minutes or less are not required by the Fair Labor Standards Act (FLSA) and should not interfere with proper performance of work responsibilities and schedules. If workflow permits and if authorized by their immediate supervisors, employees may take up to two fifteen (15) minute rest periods each work day. If authorized, rest periods do not accumulate if not taken. To the extent possible, rest periods will be provided in the middle of work periods. Since rest periods are counted and paid as time worked, employees must not be absent from their work stations beyond the allocated time. Additionally, employees may be requested to curtail the rest period, if necessary, to provide adequate customer service in high customer service areas.

Supervisors will schedule meal periods to accommodate operating requirements. The Commissioner's Court encourages offices to remain open during the noon hour to better serve the public. Some employees may stagger their lunch hours in order that the County can provide this service.

Lactation Accommodation

Pursuant to legislation amending the Fair Labor Standards Act, each Department Head should ensure that nursing employees are provided reasonable break time(s) as needed to express breast milk in a private location (other than a bathroom) shielded from view and intrusion.

The DOL has released a fact sheet to help employers comply with the lactation break time obligations established by the new federal healthcare reform law. Under **this** healthcare reform, employers must provide **the reasonable** rest breaks and suitable space for employees who are nursing mothers to express breast milk for up to one year after the child's birth. The Fact Sheet provides further information about the time and location of the breaks, which employers are exempt from the law, and whether employees must be compensated for this break time. A copy of the fact sheet is available [here](#).

Payroll Procedures

All officials and their employees shall be paid every other Friday for the two-week pay period ending on the Thursday 8 days prior to the payday. If that Friday falls on a holiday, payday shall be the last working day prior to the holiday. All annual re-classes and COLA's, or "across the board" pay increases approved by the Court during budget preparation will go into effect the first day of the first full pay period after October 1st.

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1. All officials and their employees shall be paid every other Friday for the two-week pay period ending on the Thursday 8 days prior to the payday. If that Friday falls on a holiday, payday shall be the last working day prior to the holiday. All annual re-classes, merits and COLA's, or "across the board" pay increases approved by the Court during budget preparation will go into effect the first day of the first full pay period after October 1st.

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2. At the end of each pay period, all employees (including non-elected department heads) must report to their supervisor any authorized paid leave they have taken during the pay period. In addition, all nonexempt employees are to report their actual working hours.
3. Accurately recording time worked is the responsibility of every non-exempt employee. Federal and state laws require Williamson County to keep accurate records of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. Non-exempt employees should accurately record the time they begin and end their work. They should also record the beginning and ending time of any split-shift or departure from work for personal reasons. Overtime work must always be approved before it is performed. Altering, falsifying or tampering with time records or another employee's time record may result in disciplinary action up to and including termination of employment.
4. It is the employee's responsibility to certify the accuracy of all of their recorded time. The supervisor is also responsible for certifying the accuracy of their subordinate's recorded time before submitting it for payroll processing. These reports shall be in a form acceptable to both the Human Resources Department and the Auditor. The reports are to be reviewed by the department head or their designee and, if approved, forwarded to the Payroll Department which must receive them no later than 9:00 a.m. on the 7th day prior to payday. After this time, any corrections or additions to Payroll resulting in less than or equal to 16 hours will not be processed until the following pay period.
5. Pay advances are not authorized under any circumstances.
6. In the event that one of these payroll reports is omitted or incorrect, a corrected report should be submitted not later than the end of the following pay period. Except in extraordinary cases, it will not be possible to correct the payroll records at a later date. **The burden is equally on the department head and the individual employee to avoid falsification of the government records reflecting hours worked and leave taken.**

Tampering with a Governmental Record

As an employee of a political subdivision of the State of Texas, all Williamson County employees' Kronos time records are considered governmental records. When an employee knowingly reports inaccurate information or fails to report accurate information in a governmental record, that employee is Tampering with a Governmental Record.

Penal Code Sec. 37.10. TAMPERING WITH GOVERNMENTAL RECORD.

(a) A person commits an offense if he:

- (1) knowingly makes a false entry in, or false alteration of, a governmental record;
- (2) makes, presents, or uses any record, document, or thing with knowledge of its falsity and with intent that it be taken as a genuine governmental record;

(3) intentionally destroys, conceals, removes, or otherwise impairs the verity, legibility, or availability of a governmental record;

(4) possesses, sells, or offers to sell a governmental record or a blank governmental record form with intent that it be used unlawfully;

(5) makes, presents, or uses a governmental record with knowledge of its falsity; or

(6) possesses, sells, or offers to sell a governmental record or a blank governmental record form with knowledge that it was obtained unlawfully.

(b) It is an exception to the application of Subsection (a) (3) that the governmental record is destroyed pursuant to legal authorization or transferred under Section 441.204, Government Code. With regard to the destruction of a local government record, legal authorization includes compliance with the provisions of Subtitle C, Title 6, Local Government Code.

(c)(1) Except as provided by Subdivisions (2), (3), and (4) and by Subsection (d), an offense under this section is a Class A misdemeanor unless the actor's intent is to defraud or harm another, in which event the offense is a state jail felony.

(2) An offense under this section is a felony of the third degree if it is shown on the trial of the offense that the governmental record was a public school record, report, or assessment instrument required under Chapter 39, Education Code, or was a license, certificate, permit, seal, title, letter of patent, or similar document issued by government, by another state, or by the United States, unless the actor's intent is to defraud or harm another, in which event the offense is a felony of the second degree.

(3) An offense under this section is a Class C misdemeanor if it is shown on the trial of the offense that the governmental record is a governmental record that is required for enrollment of a student in a school district and was used by the actor to establish the residency of the student.

(4) An offense under this section is a Class B misdemeanor if it is shown on the trial of the offense that the governmental record is a written appraisal filed with an appraisal review board under Section 41.43(a-1), Tax Code, that was performed by a person who had a contingency interest in the outcome of the appraisal review board hearing.

(d) An offense under this section, if it is shown on the trial of the offense that the governmental record is described by Section 37.01(2) (D), is:

(1) A Class B misdemeanor if the offense is committed under Subsection (a) (2) or Subsection (a) (5) and the defendant is convicted of presenting or using the record;

(2) A felony of the third degree if the offense is committed under:

(A) Subsection (a) (1), (3), (4), or (6); or

(B) Subsection (a) (2) or (5) and the defendant is convicted of making the record; and

(3) A felony of the second degree, notwithstanding Subdivisions (1) and (2), if the actor's intent in committing the offense was to defraud or harm another.

(e) It is an affirmative defense to prosecution for possession under Subsection (a) (6) that the possession occurred in the actual discharge of official duties as a public servant.

(f) It is a defense to prosecution under Subsection (a) (1), (a) (2), or (a) (5) that the false entry or false information could have no effect on the government's purpose for requiring the governmental record.

(g) A person is presumed to intend to defraud or harm another if the person acts with respect to two or more of the same type of governmental records or blank governmental record forms and if each governmental record or blank governmental record form is a license, certificate, permit, seal, title, or similar document issued by government.

(h) If conduct that constitutes an offense under this section also constitutes an offense under Section 32.48 or 37.13, the actor may be prosecuted under any of those sections.

(i) With the consent of the appropriate local county or district attorney, the attorney general has concurrent jurisdiction with that consenting local prosecutor to prosecute an offense under this section that involves the state Medicaid program.

Merit Pay

In fiscal years when Commissioner's Court approves merit pay for each department, all merits should be awarded based upon individual work performance as evaluated by the employee's supervisor and Elected Official or Department Head. Any employee who is demoted will not be eligible for merit money or any type of pay for performance award during the succeeding 12 month period.

Merit awards may go into effect as early as the first day of the first full pay period after October 1st.

Merit awards go into effect at any time during the fiscal year prior to March 31st at the discretion of the Elected Official or Department Head.

After at least three months of employment in his/her current position as of October 1st, an employee may receive a merit step increase within the same fiscal year if undistributed annual merit funds are available within the department.

Upon award, a Payroll Action Sheet (PAS) should be processed to allow the merit pay award to be reflected in the employee's pay. The merit award will go into effect the first day of the first full pay period following award.

Any merit award must be calculated on an annual basis amount not the dollar amount that would be expended during the remaining fiscal year should the award be given to an employee.

Deleted: In fiscal years when Commissioners Court approves merit pay for each department, any merit pay shall be awarded to an employee on or before March 31st. No merit pay awards will be processed after that date

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Individual Merit awards may be made up to two steps per employee, however, the total merit awards may not exceed the annual merit funds available within the department.

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The Human Resources Department will determine whether undistributed annual merit funds are available within the department.

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Any merit pay shall be awarded to an employee on or before March 31st. No merit pay awards will be processed after that date to facilitate the next FY budget process.

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Direct Deposit and Payroll Definitions

Direct Deposit shall be mandatory for all employees effective January 1, 2009

Direct Deposit of employee pay is mandatory per the 2008/2009 Budget Order. If an employee does not have a bank account, Union State Bank (USB) will provide a free account into which your pay will be directly deposited. USB is the depository bank for the County. Contact the County Treasurer's office at 943-1540 to set up a time to visit with a representative from Union State Bank (USB). Your funds will be available to you by 8:00 a.m. the last work day of the payroll week. If at any time you need to make an amendment to your account, you must contact Union State Bank. The bank has locations in Georgetown, Liberty Hill, Florence, Round Rock, Killeen and Harker Heights.

Remember: The Payroll Department in the Auditor's Office must be notified of any bank account changes. They can be reached at payroll@wilco.org or 943-1550.

The Technology Services Department will need to set up your view and/or print capabilities for your direct deposit advice using Oracle. Contact the department at 943-1449, 943-1448 or 943-1680 to request a user name and password to access Oracle and to obtain access to Wilco Self Service. Your direct deposit is listed under "Pay Slip".

Remember: Payroll checks are mailed to the employee address on file in Oracle. If you need to update your address, please contact the Human Resources Department at hr@wilco.org or 943-1533.

All terminating or retiring employees will receive a paper paycheck for their final pay. Final pay is not available by direct deposit. A final paycheck will be mailed from the Treasurer's Office on the pay date to the employee's address on record in the payroll system and cannot be picked up in person. Employees are encouraged to submit an address change notice to the Human Resources Department, if necessary, to ensure prompt receipt of the employee's final pay. The County cannot guarantee the date you will receive your final paycheck.

The following Payroll Definitions apply to payroll processing in Williamson County:

Authorized paid leave includes holiday, sick leave, vacation, compensatory time taken, emergency leave, floating holiday, military leave, civil leave, essential personnel leave, and all similar forms of compensation allowed under these employee policies.

Unpaid Leave The Texas Constitution absolutely forbids counties from making a gift. Therefore, Williamson County cannot pay an employee any compensation that is not authorized in its budget. The allowances for authorized paid leave are the exclusive forms of paid leave provided by the County to its employees.

The County cannot legally pay someone for un-worked hours that do not fall under one of these categories, or that exceed the maximum amount allowed. The department head may grant employees unpaid leave if they have exhausted their paid leave, but may not agree to make any payments not authorized by the Commissioners' Court. Any employee's need to report unpaid leave may be the result of attendance problems and the Human Resource Department does not recommend allowing an employee to enter unpaid leave status, unless the employee is on unpaid leave in conjunction with FMLA or Worker's Compensation. Except as otherwise provided in this policy statement, the Payroll Department and Auditor shall reject any departmental request to pay a full-time employee who has not actually worked 40 hours during a 7-day work period and is not entitled to authorized paid leave.

Employees not subject to the plan include all employees who are not subject to the guaranteed fluctuating hours plan ("the plan").

Employee's subject to the plan includes all employees who are subject to the plan, as defined above. These employees include shift paramedics and supervisors working in the Emergency Medical Services Department.

Exempt employees include all County and precinct officials, department heads, and employees who are not subject to the overtime regulations of the Federal Fair Labor Standards Act, or whose working hours are not restricted by that Act. Exempt employees will be defined as such by the Williamson County Human Resources Department after consultation with the elected official or other department head.

Nonexempt employees include all County and precinct employees who have not been identified as such exempt employees by the Williamson County Human Resources Department.

Officials include district, County and precinct officials and any other officials for which the Commissioner's Court has the authority to adopt a budget, and any official, employee, or agency that receives County funds. The provisions of this Order relating to authorized paid leave do not apply to elected officials, the County Auditor or the Chief Juvenile Probation Officer.

Part-time employees >=20 includes all employees who are regularly scheduled to work greater than 20 hours per week but less than 30 hours per week [but may work for more than 90 days in a calendar year](#). The elected official or other department head must identify all such employees to the Human Resources Department to ensure that their compensation and benefits will be properly calculated and paid.

Part-time employees >=30 includes all employees who are regularly scheduled to work greater than 30 hours per week but less than 40 hours per week but may work for more than 130 days in a calendar year. The elected official or department head must identify all such employees to the

Human Resources Department to ensure that their compensation and benefits will be properly calculated and paid.

Part-time employees <20 includes all employees who are regularly scheduled to work less than 20 hours per week but may work for more than 130 days in a calendar year. (This definition includes seasonal staff). The elected official or department head must identify all such employees to the Human Resources Department to ensure that their compensation and benefits will be properly calculated and paid.

Temporary employees include (1) a person hired to work for a period of no more than 130 *days in a calendar year*, regardless of the hours worked per day or week; and (2) a person whom the hiring authority does not intend to employ as a regular full-time or part-time employee. The elected official or department head must identify all such employees to the Human Resources Department to ensure that their compensation and benefits will be properly calculated and paid.

Full-time employees include all employees whose positions have been established and authorized by the annual approved County budget filed with the County Clerk.

Pay Plan

1. The Commissioners' Court, under statutory budgetary procedures, shall approve the number and salary of all regular salaried positions, and part-time and temporary positions allocated to each department.
2. Most County employees have been assigned a pay group and step range based on a market survey and job analysis of each position. The authority to assign groups and steps rests with the Commissioners' Court.
3. The position classification is designed to assess the nature of a position and not to evaluate the individual in the position. But once a position has been classified, advancement to higher steps is dependent on certain job-related factors, including, but not limited to, individual performance.
4. Merit raises, if any, should be based on an evaluation of the individual's performance and other job-related factors. The amount received by individual employees may vary according to supervisory evaluations. The Human Resources Department has forms and instructional materials that may be of assistance in evaluating employees.
5. The payroll system uses a calculated five digit hourly rate to process compensation on a pay period basis. This calculated rate is rounded to 2 decimals when printing the hourly rate. The 2-decimal rate is **not** used for processing pay period compensation.
6. The Commissioners' Court has sole authority to determine the availability of funds for across the board cost of living pay increases or merit raises, if any, that may be granted. In some cases, the Court may approve a combination of across the board cost of living pay increases and merit raises. If an across the board cost of living pay increase is approved, the pay increase will be in the form of a percentage rather than a flat dollar amount. When this is done each salary amount on the pay scale and each individual employee's salary are adjusted by the authorized

percentage increase, unless a specific employee's salary has been frozen as a result of a determination that the employee is being paid beyond the maximum salary established for the position. Across the board cost of living pay increases are typically not tied to the Consumer Price Index (CPI) determined by the U.S. Department of Labor. Across the board cost of living pay increases will be less than the CPI. Performance based pay, such as merit pay or lump sum incentive pay, may be awarded and is used to allow top performing employees to meet or exceed the consumer price index annual adjustments.

Other Pay Types

Longevity Pay

Eligibility

1. 1. All employees of officials or employees in any other department, including any department head appointed by the Commissioner's Court, shall be paid longevity pay above their regular salary set by the employing official or department head. Longevity pay is related solely to length of total service with the County, which ~~excludes years of employment with WCCHD and Adult Probation/CSCD/CTTC.~~

OR

To be consistent with vacation, comp, sick leave, and holiday time policies, the length of time employed with WCCHD, CSCD/Adult Probation will NOT transfer to WC for the purposes of longevity pay.

Deleted: All employees of officials or employees in any other department, including any department head appointed by the Commissioner's Court, shall be paid longevity pay above their regular salary set by the employing official or department head. Longevity pay is related solely to length of total service with the County

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2. Longevity pay shall begin with the pay period following the completion of five years' employment and shall increase with the pay period following each additional five years of employment, to a maximum of twenty-five (25) years. However, all temporary, along with part-time employees who are regularly scheduled for less than 20 hours per week shall not earn any longevity credit. Longevity pay will accrue bi-weekly beginning with the first pay check in December thru November for a 12 month period. It will then be paid out annually on the first pay check in December. This applies to anyone who begins receiving longevity in Fiscal year 2008-2009. Any employee who terminates employment and has been accruing longevity pay toward an annual December payout will receive their prorated longevity payment on their last paycheck. Each November those employees still receiving longevity on a biweekly basis will be given the opportunity to elect an annual payment.

When an employee in a position classified as PT>20 or PT>30 moves (transfers) to a FT position, the longevity credit earned to the date of the transfer shall be credited at ½ one-half the amount of time employed in the PT>20 or PT>30 position. (ie; three years in a PT>20 or PT>30 position would equal 1 ½ years longevity credit upon transferring to FT position.)

3. An individual who terminates employment with Williamson County and is rehired within one year of termination will be reinstated with longevity at the rate they were receiving upon termination. **However, they will only be able to accrue longevity on the annual payout basis**

as described in 2. above. An employee is reinstated with everything earned to the new date of hire just as though they never left employment with the County (break in service does not apply). Longevity is reinstated and vacation accrual is reinstated and longevity keeps accruing from original date of employment less the break in service. This applies only if employee returns within one year.

4. The longevity rule as it applies to breaks in service is applicable to all current employees, and those being hired/rehired, after May 23, 2003. If there is a break in service of more than one year the employee will lose all accrued longevity and must start earning longevity from the new date of hire.

Should a comment be inserted at this point regarding Military Service – USERRA

The Uniformed Services Employment and Re-employment Rights Act (USERRA) grants up to five years of military leave. The Act requires an employer to reinstate a person to his/her previous position if military service has been satisfactory according to the guidelines listed below. The act requires an employer to reinstate a person to his/her previous position and benefits if military service has been satisfactory according to the guidelines listed below. OR – If a person is eligible to be reemployed, they must be restored to the job and benefits they would have attained if they had not been absent due to military service or, in some cases, a comparable job.

Payments

5. Longevity pay shall be accrued twenty-six (26) times per year and paid as noted in 2., as follows for **full-time staff** who began receiving longevity pay prior to Fiscal Year 2008-2009 and who have elected to continue receiving longevity pay on a per pay period basis:

\$24.00 per pay period after completing five years of employment;
 \$48.00 per pay period after completing ten years of employment;
 \$72.00 per pay period after completing fifteen years of employment;
 \$96.00 per pay period after completing twenty years of employment;
 \$120.00 per pay period after completing twenty-five years of employment,
 Shall be the maximum allowable longevity.

6. Longevity pay shall be accrued twenty-six (26) times per year and paid as noted in 2., as follows for current **part-time employees** who began receiving longevity pay prior to Fiscal year 2008-2009 and who have elected to continue receiving longevity pay on a per pay period basis:

\$12.00 per pay period after completing five years of employment;
 \$24.00 per pay period after completing ten years of employment;
 \$36.00 per pay period after completing fifteen years of employment;
 \$48.00 per pay period after completing twenty years of employment;
 \$60.00 per pay period after completing twenty-five years of employment,
 Shall be the maximum allowable longevity.

Overtime

General Provisions on Overtime

1. Statement of Intent

The following rules regarding overtime represent an effort to go over and above the minimum requirements imposed by federal law in the interest of fairness. The examples are designed as general illustrations of the principles involved, as well as of the sort of situations that the policy is intended to address.

2. Work Period

- a. Except as provided below, the “work period” for purposes of calculations under the Fair Labor Standards Act shall be a 7-day week. Generally, nonexempt employees may only work 40.00 hours during a pay week without incurring an overtime obligation for the County.
- b. Employees who are trained peace or corrections officers primarily involved in law enforcement or corrections activities shall have a 14-day “work period” for purposes of calculations under the Fair Labor Standards Act. Non-exempt employees in these categories may work 85.00 hours during a “work period” without incurring an overtime obligation.
- c. Only hours actually worked count toward the overtime limit for non-exempt employees. Holiday, vacation, sick leave, emergency leave, floating holidays, compensatory time taken and any other forms of paid leave do not contribute to the total number of hours worked in a “work period”.
- d. Although employees who are exempt or not subject to the Fair Labor Standards Act never have any federally-guaranteed right to overtime compensation, a department head may allow such employees flexible hours, even if this occasionally results in full pay for a week in which the employee works less than 40 hours, so long as the average work week of the employee exceeds 40 hours (including authorized paid leave).

Example: A felony prosecutor puts in 60 hours during a jury trial week and the DA lets him/her take 2 days off a few weeks later; he/she gets no extra compensation for the long week, but (at the discretion of the DA) the short week is not charged against his/her accrued paid leave. In an effort to comply with FLSA exempt status, comp time is not granted on an hour for hour basis. NOTE: 20 hours additional time worked and only 16 hours of comp time leave was granted.

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3. Explanation of Overtime

If you are in an **exempt** position, you are not eligible for official overtime or compensatory time. Exempt positions are usually professional or executive positions. Examples are attorneys, engineers, department heads, and some supervisors.

If you are a **non-exempt** employee, you are eligible for compensatory time at the rate of 1.5 hours for every hour you work over the normal total for your work period. This usually, but not always, means that if you work more than 40 hours in a one-week work period, you would incur compensatory time. This compensatory time could be taken off in the next work period or, with the approval of your supervisor or department head, at a later time. Compensatory time for non-exempt employees is officially recorded and is subject to accrual. Only hours actually worked are included in the determination of overtime. Sick leave, vacation leave, holidays, and other absences from the work place do not count towards the accrual of overtime. Non-exempt employees include clerical support personnel, Road and Bridge crew members, and equipment operators.

Deleted: Department of infrastructure

Non-exempt Road and Bridge Employees will, at the discretion of the Senior Director, earn the equivalent of 1.5 hours of compensatory time for every hour worked over forty in a work period or overtime pay at the rate of 1.5 times their hourly rate for every hour worked over 40 hours in a work period.

Deleted: Department of Infrastructure

Non-exempt Employees working as Juvenile Detention or Academy officers or as Dispatchers and Shift Supervisors in the Department of Emergency Communications will be paid at the rate of 1.5 times their hourly rate for every hour worked over 40 hours in a work period.

Non-exempt Emergency Medical Services Employees will be compensated for overtime at the same hourly rate as for their first 40 hours per week (*i.e.*, their guaranteed weekly salary divided by 40). The employee is not guaranteed if the employee does not work at all during the work period. An employee who performs no work during a given period will not be paid, except to the extent of any accrued leave that the employee has previously earned.

Non-exempt Law Enforcement Officers and Corrections Officers employed by the Sheriff's Department and Constable's Offices who work the 85-hour work period may be paid their regular salary for the first 80 hours worked in a work period plus their regular hourly rate "straight" for additional hours up to 85 hours worked; after 85 hours these employees may be paid at a rate of 1.5 their regular hourly rate, although the County Judge and Commissioners' Court may, at their discretion, limit or suspend paid overtime compensation and instead provide compensatory time at the rate of 1.5 times the overtime hours worked in excess of 85 hours in a work period, or provide some combination of paid overtime and compensatory time. The County Judge and the Commissioner's Court may also, at their discretion, limit or suspend the "straight time" compensation for additional hours worked between 80 and 85 hours in a work period.

4. Controls on Overtime

- a. Nonexempt employees may only work on a County holiday or outside normal working hours at the express direction of their supervisor or with the express permission of their department head or designee. Additional hours

worked without such authorization will not be compensated, except to the limited extent required by federal law, and may result in discipline or termination. **It is the responsibility of the department head to enforce this policy and to prevent the filing of claims for unauthorized compensation.**

***Example:** An employee is sick on Monday, then gets permission to work 8 extra hours later in the week; under the policies described below, the employee will not be charged with any expenditure of sick leave.*

***Example:** Another employee is sick the same day, and then works 8 extra hours **without** permission; the employee is charged with 8 hours sick leave and accrues no compensatory time.*

- b. Department heads are responsible for controlling overtime so as to avoid creating an excess liability for the County. The Commissioners' Court is not required to amend the budget or approve line-item transfers to allow for the payment of unnecessary overtime compensation, or for hiring any additional employees required to keep an office open while the regular employees are taking their compensatory time. Employees are encouraged to take any accrued compensatory time as soon as they possibly can, rather than allowing it to accumulate.

***Example:** Five employees, each with 80 hours of accrued compensatory time, quit a department at once; the department head may have to do without any replacements for 10 employee-weeks or risk running out of salary money before the end of the fiscal year.*

5. Adjustments to Working Hours

- a. Sick leave, holiday time, vacation, compensatory time and other authorized paid leave shall be charged against an employee only to the extent that the employee actually works less than 40 hours during a 7-day work period (or 85 hours in a 14 day work period, if applicable). This policy shall be administered so as to preserve accrued sick leave as the highest priority, with the other categories following in the order set out above.

***Example:** An employee takes vacation leave all day Monday, but works 6 extra hours (with Permission) before Thursday; the employee is only charged for 2 hours leave, not 8.*

***Example:** An employee takes a Friday vacation day, is called out on an ice storm emergency for 10 hours on Sunday, and has the flu on Tuesday; the employee is charged with no sick leave and only 6 hours of vacation leave.*

- b. Whenever possible, an employee who works on a holiday with permission is to be given another day off within the same 14-day pay period. County holiday

hours that the department head determines cannot be taken off during the current pay period shall be banked and used at a later date as provided below.

Provisions only applicable to employees not subject to the Guaranteed Fluctuating Hours Plan ("the plan")

1. Except as required by federal law or allowed by this policy, employees not subject to the plan shall receive only compensatory time in lieu of overtime payments. The maximum accrual for compensatory time is 240 hours. Any compensatory time accrued over 240 hours will be paid at time-and-a-half.
2. In the event that a nonexempt employee not subject to the plan is required or requested to work outside his or her normal working hours or on a County holiday, the employee shall be entitled to compensatory time at the rate of time-and-a-half but only to the extent that hours actually worked exceed 40 in a week or 85 (as the case may be) during the work period.
3. County holiday hours worked by an employee not subject to the plan that the department head determines cannot be taken off during that pay period shall be converted hour-for-hour to flat-rate holiday time by the Payroll Department's payroll processes and the employee's holiday time will be reflected in their holiday bank for use at a later time.
4. Nonexempt law enforcement officers and corrections officers employed by the Sheriff's Department and Constable's Offices who work the 85-hour work period may be paid their regular salary for the first 80 hours worked plus their regular hourly rate "straight" for additional hours up to 85 hours worked; after 85 hours these employees may be paid at a rate of 1.5 their regular hourly rate, although the County Judge and Commissioners' Court may at their discretion limit or suspend paid overtime compensation and provide compensatory time at the 1.5 times the overtime hours worked in excess of 85 hours in a work period, or provide some combination of paid overtime and compensatory time. The County judge and the Commissioners' Court may also, at their discretion, limit or suspend the "straight time" compensation for additional hours worked between 80 and 85 hours in a work period.
6. All nonexempt employees working as Juvenile Detention or Academy officers or as dispatchers and shift supervisors in the Department of 911 Communications will be paid at the rate of 1.5 times their hourly rate for every hour worked over 40 hours in a work period.
7. Employees in the Elections Department who are eligible for payment under elections services contracts will be paid at 1.5 their hourly rate for every hour worked over 40 hours in a work period, if such hours were for services performed under contract on behalf of another political subdivision.

Deleted: 5. All nonexempt Department of Infrastructure employees will earn the equivalent of 1.5 hours of compensatory time for every hour worked over (40) forty in a work period with the exception of crew members, truck drivers, inspectors and operators who will earn overtime pay at the rate of 1.5 times their hourly rate for every hour worked over 40 hours in a work period.

Outside Employment for Off Duty Peace Officers
(Revised 10/26/2010 Replaced previous policy)

Background:

The intentional or knowing use of County-owned or controlled assets to assist in the production of private income for a County officer or employee (or knowingly allowing such use by a subordinate) is generally prohibited by state law and could result in criminal prosecution, adverse employment action, or removal from office.

As a limited traditional exception recognized by law and as an approved employee benefit for County peace officers, equipment (including without limitation uniform items, radios, and vehicles) owned by Williamson County may be used in connection with special duty work in fire protection, law enforcement, or related activities for a separate and independent employer (public or private) during a County employee's off-duty hours in accordance with the following policy. Elected officials may regulate, at their own discretion, other forms of outside employment that do not involve work for the County or the use of County equipment (for example, by an officer wearing a privately-owned uniform and driving a vehicle owned by the outside employer). Use of County property except in accordance with this policy is prohibited.

I. Additional Patrol Services by Williamson County Law Enforcement Employees:

Elected officials are free to control the use by on-duty employees of County equipment assigned to their department, but on-duty employees must be paid from the departmental budget. Work in the following categories performed by a non-exempt employee is considered on-duty time that must be compensated at the employee's regular or overtime rate, as applicable.

A. Work performed for the County itself or for its benefit (unless the duties are performed for another County department and have no connection with the employee's regular duties);

B. Work performed at the direction of the employee's department or supervisors (including policing services provided by the department for a community event); or

C. Work performed pursuant to an inter-local or intergovernmental agreement between Williamson County and an agency or political subdivision of the State of Texas in which the County agrees to provide additional law enforcement services for the other party, using on-duty officers, on payment of due compensation by that party. Payment to the County shall be \$45.43 per hour (including both an officer and a vehicle), unless provided otherwise in the individual agreement approved by Commissioners Court. Exempt employees who provide additional on-duty services pursuant to such an agreement during a given pay period, and who have performed their regular duties during that pay period to the satisfaction of their department head, shall be entitled to additional compensation from the County at the rate of \$35.00 per hour while providing those additional patrol services and payment of a stipend for coordinating services involved with these additional patrol services.

II. Additional Patrol Services Provided thru Off-Duty Employment:

The policy described in the following paragraphs applies only to off-duty law enforcement or related work performed for a separate and independent employer at the sole option of the employee. Pursuant to the U.S. Department of Labor Regulations contained in 29 C.F.R. Part 553, Sec. 553.227, peace officers and other public safety employees may be permitted (solely at the employee's option, with the consent of the elected department head) to engage in special duty

work for a separate and independent employer (public or private) during their off-duty hours. Since this is separate employment, the rate of compensation for such work may differ from the employee's regular pay and the hours of work for the second employer are not combined with the hours worked for the primary public agency employer for purposes of overtime compensation.

A. Pursuant to the stated position of the U.S. Internal Revenue Service in auditing other agencies, any outside employer who wishes to hire an off-duty officer for special duty work permitted by this policy must allow a County agency to facilitate the employment and process payroll, including federal withholding. The outside employer must agree to make payment of the fee for such services directly to the County, which will establish procedures for the officers to receive their pay for the special detail through the agency's payroll system. The County will retain a fee for administrative expense.

B. Contractual Requirements:

Prior to the commencement of outside employment under this policy, the following documents must be executed:

1. A written agreement between the authorized agent of the department and the separate and independent outside employer defining the nature of the special duty work to be performed, giving the consent of the department to the performance of the work, and providing that the outside employer will pay a fee directly to Williamson County in accordance with the payment schedule in Section C below for each employee/hour of services. The agreement should also provide for a coordinator to be responsible for managing the special duty work.
2. A written acknowledgment by the officer that he or she is undertaking the special duty work at the employee's sole option and not as an assignment from the department, and that payment to the employee in the amount set out in paragraph 7 below through the County payroll system will be contingent on payment by the outside employer; and
3. Written acknowledgment from both the employee and the outside employer that the County is providing only administrative services and is not a party to the agreement for special duty services between the officer and the independent employer. Thus, all issues relating to the scope, manner, or means of performance shall be strictly between the parties to the separate employment.

C. Fee Schedule:

1. The rate paid to the deputy by the independent outside employer shall be as negotiated between the parties. The outside employer shall also pay an additional 12.65% fringe (to cover employment taxes and the County's required workers compensation payments). Private employers (not political subdivisions) shall furthermore pay an additional \$4.00 per hour to the County to cover its administration expenses.
2. If the deputy is on 24-hour call and has a take-home marked vehicle which he is required by his agency to use for commuting, and he uses that vehicle in connection with providing direct services to the outside employer (such as patrolling or traffic control, but not including merely commuting to or from the job site), the outside employer shall reimburse Williamson County at the rate of

\$6.00 per hour (for political subdivisions) or \$12.00 per hour (for private employers). Internal Revenue Service regulations consider the use of an unmarked vehicle for private use to be additional taxable compensation.

All officers permitted outside employment under this policy must observe their normal standards of conduct during such employment and are subject to disciplinary action from their department if they fail to do so.

If an officer performing special work duties should observe the commission of a crime that requires response in the employee's official capacity as a Williamson County peace officer and outside the scope of the secondary employment (or if the officer is otherwise called to duty in an official capacity), the officer's performance in that capacity will be treated for payroll purposes as on-duty time and will not be billed to the outside employer.

Provisions only applicable to employees subject to the Guaranteed Fluctuating Hours Plan ("the plan")

1. Nonexempt employees who are subject to the plan are not eligible to earn compensatory time or "bonus time" in place of overtime pay. They must be paid additional cash compensation for their overtime as each period occurs. Because their salary is not subject to reduction if they work fewer hours, however, these employees are not paid time-and-a-half for their overtime hours.
2. Nonexempt EMS employees subject to the plan shall be compensated for overtime at the same hourly rate as for their first 40 hours per week (*i.e.*, their guaranteed weekly salary divided by 40).
3. The salary provided for a nonexempt employee subject to the plan is not subject to reduction because the employee worked fewer than 40 hours during the work period or fewer than 85, as the case may be. Salary may not be "docked" for absences although an employee who willfully misses work is subject to disciplinary action. This might include unpaid disciplinary suspension or termination.
4. Payment of a salary to an employee subject to the plan is **not** guaranteed if the employee does not work at all during the work period. An employee under the plan who performs no work during a given period will not be paid, except to the extent of any accrued leave that the employee has previously earned. Unpaid leave under the Family and Medical Leave Act (FMLA) or otherwise, is regulated by the same rules that apply to employees who are not subject to the plan. Under federal law, employees subject to the plan and all exempt employees may be placed on disciplinary leave without pay in full-day increments, but only for violations of a major workplace safety rule or a written workplace policy. They may not have their pay reduced for such other infractions such as disregarding an oral instruction, poor work performance, or nonattendance. Pay can be deducted only if the Payroll Department is provided documentation showing that pay was docked for one of the permissible reasons.
5. Employees subject to the plan accrue vacation, sick leave, and other authorized paid leave so long as they are working or being compensated as a result of using accrued leave.

They are also entitled to leave under the FMLA, on the same basis as any other employee. Similarly, when the employee is absent from work, the absence is charged against accrued leave on the same basis as any other employee. The only difference is that the salary of an employee subject to the plan may not be reduced for absences – even if the employee has no accrued leave – in any work period during which the employee performed any work. Like any other employee, an employee subject to the plan may be disciplined or terminated for excessive tardiness or absences.

6. County holiday hours earned by an EMS employee subject to the plan that the department head determines cannot be taken off during that pay period shall be converted hour-for-hour (based on 12 hours per shift) to flat-rate holiday time by the Payroll Department's payroll processes and the employee's holiday time will be reflected in their holiday bank for use at a later time.

7. The County will comply with the Fair Labor Standards Act (FLSA). Inquiries about the FLSA should be directed to the Senior Director of Human Resources. Williamson County will comply with all Fair Labor Standards Act rules and regulations. Employee records will be maintained for a minimum of 4 years as mandated by the Act. The County is an Equal Opportunity Employer and will also comply with the Americans with Disabilities Act and the Family and Medical Leave Act. Williamson County has adopted a firm policy on sexual harassment and will not tolerate such behavior.

Add "County Equipment" last paragraph from page 22

Each employee who is issued County-owned equipment that may be used or taken outside the daily workplace must sign an agreement each year acknowledging receipt of the equipment, including an acknowledgement of its current replacement value, and agreeing that the equipment will be returned on request of the department head or on leaving departmental employment whichever comes first. The agreement will further provide that if the equipment is not returned when required, the replacement value will be deducted from the employee's next (or final) paycheck.

Asset Values

1. Key – If an employee loses a key or fails to return it at termination, there will be a \$3.00 replacement charge with the exception of a grandmaster key. If someone loses a grandmaster key to an area or a building, the replacement cost will be established after determining which locks are affected.

2. Badge/Fob – If an employee loses a badge or fails to return it at termination, there will be a \$3.00 replacement charge on an ID badge and a \$6.00 replacement charge on a Prox card (cards with electronic sensor). If an employee loses a fob or fails to return it at termination, there will be a \$5.00 replacement charge. Any loss of a badge or key fob should be reported immediately so that the access can be disabled for use.

3. Laptop – If an employee loses a laptop or fails to return it at termination, there will be a replacement charge which is the average of the laptop prices for that year. For example, 2009 laptop costs are minimum \$1300.00 and maximum \$2000.00 depending on the laptop type.

4. Procurement Card – All charges made that do not follow the policies and procedures as outlined in the Procurement Card Manual will be deducted from the final paycheck.

5. [Departments may also wish to internally track assigned assets and associated values for asset that are specific to their operations and not necessarily tracked within the Oracle Payroll System.](#)

All assets assigned to the terminated employee must be returned. Failure to return any asset will result in deduction of the asset's value from the terminated employee's final paycheck. All assets assigned to employees must be listed on an inventory sheet which shall be the responsibility of the departments and must include a value assigned to each item assigned to the employee. The inventory sheet shall be signed and dated by the employee and department head. Each employee who is issued County-owned equipment that may be used or taken outside the daily workplace must sign an agreement each year acknowledging receipt of the equipment, including an acknowledgment of its current replacement value, and agreeing that the equipment will be returned on request of the department head or on leaving departmental employment, whichever comes first. The agreement will further provide that if the equipment is not returned when required, the replacement value will be deducted from the employee's next (or final) paycheck.

Reporting Responsibility

1. Each official or department head (or designee) shall be responsible for the accurate reporting of all time worked by each employee and of all holidays, vacation leave, sick leave, jury service, and other leave.
2. Such reports shall be made to the Payroll Department located in the Auditor's Office on such forms and at such times as may be prescribed by that department.

Deleted: Employee Termination/Separation¶

¶ The employee termination date for an employee who is terminating employment with Williamson County will be their last date of active duty in person at his/her usual and customary place of work unless they are on paid administrative leave pending an investigation. If they are on paid administrative leave pending an investigation, their last date of active duty will be the date upon which a final determination decision was made following the investigation. Any accrued vacation, holiday, or comp time balances remaining for the employee as of their last date of active duty will be paid in a lump sum to the employee on their final pay check. A terminated employee's final paycheck is processed in the pay period which includes their termination date. No direct deposit will be processed for a terminating employee. Instead a paper check will be issued for their last paycheck.¶

PERSONAL CONDUCT

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Nature of Employment – “At Will”

Employment with Williamson County is an “At-Will” status. The employee may resign at any time, with or without cause. Similarly, Williamson County may terminate the employment relationship at any time, with or without notice or reason, as long as there is no violation of applicable federal or state law.

Communications to Employees

All employees should be assigned a County email address.

County email is the official communication tool for employee communications. All employees are responsible for accessing and reviewing their County email account for employment related information.

HR Communications Liaisons

Each department should appoint one (1) or more HR Communications Liaisons. These liaisons are assigned the following responsibilities:

- Ensuring receipt of HR related communications by every employee within department/shift
- Providing contact information upon request – as needed, informing employee of the name of the HR Team Member who is the appropriate HR contact person for their specific issue of concern
- Coordinate internal communications with HR Team to respond to general employee concerns regarding HR related communications, plans and programs
- Support and encourage two way communication – HR to Liaisons **AND** Liaisons to HR
- In the event of a work related accident within a department / shift, assist in coordinating submission of a completed accident report.
- Safety Related Activities, including:
 - Retaining a copy of the County’s safety procedures;
 - Maintaining a current roster of department / shift employees;
 - Maintaining the department’s weather radio, flashlight, and first-aid kit;
 - Knowing safe areas inside the building, evacuation routes, and rally points outside of building, and posting information in an accessible place;
 - Assist with conducting periodic safety drills – both fire and weather;
 - Assisting disabled employees and directing the public during a safety related incident;
 - Knowing building personnel trained in CPR/AED operation and first-aid.

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- Attendance and participation at an annual “staff development opportunity” for HR Communications Liaisons

Criminal Convictions

Any employee who is convicted of a criminal offense at any time during their employment with Williamson County should immediately notify his/her supervisor as well as his/her Elected Official/Department Head of the conviction. For the purpose of this section, the word “convicted” shall mean a finding of guilt by either a judge or a jury without regard to the subsequent disposition of the case by suspension of sentence, probation, or otherwise, and shall also include a suspension of finding of guilt by a judge in a deferred adjudication probation.

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Discipline

1. Discipline may include both corrective action and more conclusive measures, including termination of employment.
2. Employees may be disciplined for misconduct, which includes, but is not limited to, the following:
 - a. Incompetence in the performance of duties;
 - b. Inefficiency;
 - c. Insubordination;
 - d. Dishonesty;
 - e. Intemperance;
 - f. Immorality;
 - g. Violation of rules contained in this Manual, the rules and regulations of the Commissioners’ Court, or of the office or department, or of any law;
 - h. The conviction of a criminal offense involving moral turpitude. For the purpose of this section, the word “convicted” shall mean a finding of guilt by either a judge or a jury without regard to the subsequent disposition of the case by suspension of sentence, probation, or otherwise, and shall also include a suspension of finding of guilt by a judge in a deferred adjudication probation. For the purpose of this section, the phrase “moral turpitude” shall mean an act of baseness, vileness, or depravity, or any act done with deception, or through corrupt motive, or as defined by state law and/or judicial decisions made under state law.

- i. Damage to public property or waste of public supplies through negligence or willful misconduct;
- j. Conduct unbecoming an officer or employee of the County;
- k. Failure to report to work for one working day without notification to his or her supervisor;
- l. Misuse of sick leave privileges;
- m. Serious or consistent negligence in the performance of duties;
- n. Serious or consistent failure to meet the written standards of job performance;
- o. Lying or concealing a material fact concerning a matter under investigation; or for the purpose of obtaining personal benefit; or relating to service to the public;
- p. Violent or disruptive behavior;
- q. Unauthorized use of public property;
- r. Negligence of duty, including sleeping on the job;
- s. Violation of a safety procedure;
- t. Making a false statement or misrepresenting a material fact in the employee application materials, or on other work records;
- u. Other actions detrimental to operations or to the public;
- v. Seriously or consistently endangering the health or safety of employees or the public;
- w. Possessing or using controlled substances, as defined by Texas law, marijuana, or drug paraphernalia on County property or any place designated as a work site where the County is conducting business or providing services;
- x. Coming to work, or being at work, or remaining at work under the influence of alcoholic beverages or controlled substances, as defined by Texas law, or of marijuana;
- y. Use of recording devices to record conversations between an employee, co-worker or supervisor without their prior permission or in other violation of the County's Recording policy;
- z. Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor;

- aa. Any other misconduct, as determined by the employee's actions.

3. The following disciplinary procedure is available for use by supervisory personnel (see also paragraph "4" below):

- a. If informal counseling or suggestions have not produced appropriate results, the supervisor may give the employee an oral warning which explains the misconduct, outlines a solution, and states the consequences if improvement does not occur. Supervisors may prepare a memo for the record and retain it in their files.
- b. If misconduct continues after the oral warning, the supervisor may issue a written reprimand to the employee and focus again on the nature of the misconduct, the solution, and the consequences if improvement does not occur. In addition, the employee may be placed on probation for a specified period. The reprimand should be signed by both the employee and the supervisor, and each should retain a copy.
- c. If a written reprimand does not produce the desired improvement, additional written reprimands may be issued or other actions, such as paid or unpaid suspension, or dismissal, may be necessary. If an employee is suspended, the terms of the suspension should be set forth in writing and signed by the employee and the supervisor.

4. There is no requirement that the disciplinary actions listed in section "3" be implemented prior to dismissal or other action or that they be implemented in any particular order. County employees work "at will", which means that the employment relationship is terminable at any time, with or without cause or notice, by either the employee or the County, and nothing in this section is intended to affect the "at will" status of any County employee.

5. Unless prior authority has been granted, dismissal shall occur only with the approval of the elected official, department head, or other hiring authority.

6. Employees may use available grievance procedures if they disagree with the implementation of a disciplinary action.

Employment Records

1. Applications, recruitment notices, EEO information, and other materials related to the application process should be retained by the department in which the vacancy occurred, for at least three calendar years after the termination of an employee who was hired into the specific vacancy.

2. Documents related to disciplinary actions should be on file in the office or department in which the disciplined employee is or has been employed. They should be retained during the tenure of the employee and for at least three years following the employee's termination.
3. Documents related to performance evaluations should be on file in the office or department in which the employee works, and should be retained during the tenure of the employee and for at least three years following the employee's termination.
4. The County Auditor shall maintain copies of payroll information and the Human Resources Department shall maintain copies of benefit information.
5. Each employee may choose whether the County discloses the employee's home address and telephone number to the public on request. If a new employee does not request confidentiality, the home address and telephone number on file are considered public information (does not apply to law enforcement personnel). However, employees may change their election for disclosure or confidentiality at anytime by contacting Human Resources.
6. Certain medical information is collected by Williamson County for reasons authorized by law (FMLA, ADA, etc.) or to prove eligibility for a County benefit program. Such information is voluntary, but failure to do so can result in the benefits being denied or delayed, pending receipt.
7. Supervisors and employees are encouraged to maintain strict confidentiality regarding an employee's medical or personal information and to limit distribution of this information on a need-to-know basis only.

Access to Personnel Files

Generally, only supervisors and management personnel who have a legitimate reason to review information in a file are allowed to do so. Employees who wish to review their file should contact their direct supervisor or Human Resources. With reasonable notice, employees may review or request a copy of their personnel file in Human Resources. However, an employee may not remove documents from the file.

Recording

With the exception of cooperation with law enforcement and calendared training events (which may be recorded for those unable to attend), audio and video recording are expressly prohibited unless all parties involved are provided prior written notice.

VEHICLE MANAGEMENT & USE POLICY

September 13, 2011

VEHICLE USE

Overview

It is the intent of Williamson County to operate county-owned or leased motor vehicles (Fleet), equipment, and personal vehicles used on county business in the safest manner possible. We will only allow drivers who meet our hiring criteria to drive on county business and expect our drivers to comply with our safety policies and procedures and state law in order to do our part to make the roads as safe as possible.

Purpose

To outline Williamson County's commitment to, and expectations of, those who operate county-owned or leased vehicles, equipment, and personal vehicles used while conducting county business.

Application

This policy applies to all employees who operate motor vehicles and equipment while conducting county business. This includes county-owned or leased vehicles, equipment, and personal vehicles while conducting county business. This policy is not intended to supersede any departmental policy that may be more stringent or restrictive.

Program Coordinator

The Human Resources Risk Management Section has been designated as the county contact with the insurance carrier. The coordinator shall be the person designated to receive most reporting forms mentioned in this policy. Risk Management has primary responsibility for accident prevention, safety training, and accident investigation. Elected officials/department heads, managers and supervisors are designated to enforce the policy at the departmental level.

County Responsibilities

The county will:

- Provide vehicles that meet all federal/state mandated safety requirements.
- Require driving records at the time of hire for all drivers that will be assigned to operate county-owned or leased vehicles and equipment on county business.
- Maintain a list of drivers authorized to operate county-owned vehicles on county business.
- Support and enforce the County Vehicle Management & Use Policy.
- Check driving records for county employees who operate their personal or leased vehicles on county business, if requested to do so. (The county's insurance carrier will perform an annual check of drivers who operate county-owned or leased vehicles).
- Notify officials and department heads of status changes involving employees who operate personal and county-owned or leased vehicles.

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Specific Policies and Procedures

I. County-owned or Leased Vehicles and Equipment (Note: references to leased vehicles and equipment do not apply to rental cars or vans used on a temporary basis for employee travel or other approved temporary uses.)

Driver List

All employees that will operate a county-owned or leased vehicle and equipment on county business must be on the list of approved drivers. The list will indicate the driver's qualification status.. Only drivers on the list may operate county-owned or leased vehicles and equipment. Any changes in employee qualifications will be reported to Risk Management. All new drivers and new hires employed into positions which require driving a county-owned or leased vehicle and/or equipment shall be indicated on a payroll action sheet. The list of approved drivers will be maintained in Oracle by Risk Management.

Driver Qualifications

Every driver on the driver's list must meet the point qualification for drivers as shown in Appendix A., *Driver Qualification Criteria*. Each driver of county-owned or leased vehicles and equipment will have a MVR check on an annual basis. Traffic violations on or off the job will be counted against drivers for insurance and employment purposes. Drivers not meeting the qualification standard may be removed from positions requiring driving. Drivers removed from positions requiring driving may be reassigned according to specific department policies if they qualify for currently available positions that do not require driving. If they do not qualify for a current position that does not require driving, they may be terminated.

Safe Vehicle Operation

Drivers will operate vehicles and equipment in a safe and lawful manner and do what is reasonably expected to avoid fleet incidents/crashes and injuries to passengers.

Vehicle Restraints

Drivers will ensure that all occupants of the vehicle wear seat belts at all times when possible, when the vehicle is in use. Passengers should not travel in vehicles that are not equipped with restraints in areas of the vehicle intended for cargo or where seats with restraints are not available.

Vehicle Security

All vehicles should be locked when not in use. Vehicles should be parked in a secure location and valuables should be secured out of sight when the vehicle is not in use.

Driving Records

Drivers are expected to maintain a driving record that allows them to meet the qualification criteria outlined in Appendix A.

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Operating Vehicles While Impaired

Drivers shall not operate the vehicle/equipment while under the influence of drugs, alcohol or under any other conditions in which the driver's ability to operate the vehicle or equipment safely is inhibited or impaired. Employees who violate this policy will be subject to immediate disciplinary action, up to dismissal from employment. See the Williamson County Drug Free Workplace Policy for further information.

Distraction-Free Driving

Numerous studies have demonstrated that using a cell phone while driving increases the risk of a crash by four times, and texting increases crash risk by 23 times. Williamson County employees must refrain from using PDAs and cell phones, either hand-held or hands-free, while operating a motor vehicle. Williamson County employees should not initiate or respond to phone calls, read or respond to text messages or emails while driving a county owned vehicle. Williamson County employees who need to make an call while on the road should first park the vehicle in a safe location. Emergency situations may be an exception to the above.

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Smoke-Free Workplace

In conjunction with an organization-wide Wellness Program, the county has adopted a policy prohibiting smoking within county buildings or offices. The use of tobacco products in county-owned vehicles and equipment is also prohibited. Employees who violate this policy may be subject to disciplinary action.

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Vehicle Inspection

It is the responsibility of fleet users to perform routine pre and/or post inspections on vehicles and equipment. Departments should establish policies to insure that checks are accomplished. Inspection criteria may vary for each county office or department, and for each type of vehicle or equipment. Therefore, inspection criteria should be coordinated with and approved by Fleet Services. The following are basic rules of thumb for inspecting vehicles and equipment that are recommended for individual department policies.

Pre Trip Inspection:

1. Perform a visual walk around inspection of the vehicle for fluid leaks or obvious damage.
2. Inspect the following fluid levels where appropriate.
 - a. Engine oil
 - b. Battery fluid levels
 - c. Cooling system level
 - d. Hydraulic oil
 - e. Transmission fluid (after warm up)
 - f. Inspect the engine compartment for loose or frayed belts, hoses, etc.
 - g. Check tire pressure to insure compliance with the manufacturer's specifications.

Vehicles with defects that affect the vehicles' safety should not be driven until the vehicle is repaired.

Vehicle Maintenance

The vehicles and equipment owned or leased by the county are on a preventative maintenance schedule based on miles or hours of operation. Any repairs needed to ensure the safe operation of the vehicle/equipment shall be performed prior to the vehicle being used.

Vehicle Operation

Drivers should operate the vehicles/equipment per the guidelines in the manufacturer's operating manual. Guidelines regarding not using cruise control in adverse weather conditions must be followed. Drivers are expected to be familiar with a vehicle/equipment prior to using it and be able to operate lights, horn, emergency flashers and other equipment.

Towing trailers on county business:

Towing of trailers while on county business is prohibited, unless approved by the employee's official or department head as necessary for legitimate work-related duties. Trailers owned by the county should be towed by county-owned or leased vehicles.

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Fleet Incident/Crash/Vandalism Reporting

Drivers must report all fleet incidents/crashes/vandalism involving a county-owned or leased vehicle and equipment to the proper chain of command in their department. Prompt reporting is essential to limit liability, and employees are expected to report all fleet incidents/crashes as soon as possible. The designated department representative shall report all fleet incidents/crashes/vandalism Risk Management as soon as possible using the Williamson County Fleet Incident/Crash/Vandalism report. Departments may use a departmental form, as long as the form contains at a minimum, the information contained in the Williamson County Fleet Incident/Crash/Vandalism report.

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A fleet incident/crash shall be defined as any damage incurred to a county-owned or leased vehicle or equipment regardless of fault. This shall include collisions involving other vehicles and equipment, obstacles, pedestrians, animals, overturning, jackknifing, vandalism and other damage that is not considered normal wear and tear. Vandalism shall be defined as the act of maliciously damaging county-owned or leased vehicles or equipment. Fleet incidents are those that would be considered minor due to the cost of repairs or that cause no damage to the county-owned or leased vehicle/equipment, and minimal damage to property, obstacles, and animals.

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All fleet incidents/crashes involving county-owned or leased vehicles and equipment must be reported to the employee's supervisor or dispatch immediately unless the employee is injured and unable to do so.

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If an employee is involved in a crash, the following procedures apply:

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- (1) Contact Department foreman, supervisor, or department designee or call 911 to report the crash. Request EMS if anyone has been injured.
- (2) Wait for the emergency responders.

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- (3) Do not attempt to assist any injured parties except under the direction of a law enforcement officer or a medical responder unless conditions exist that will cause further injury or death if immediate actions are not taken (i.e. drowning, proximity to fire).
- (4) Get the names, addresses, and phone numbers of all witnesses to the crash.
- (5) Note the location, time of day, weather, and road conditions.
- (6) Provide only your name, department, and the department phone number to others involved in the crash.
- (7) Answer any question asked by the responding law enforcement officer.
- (8) Do not admit any guilt or liability.
- (9) Department designee shall fill out a Williamson County Fleet Incident/Crash/Vandalism report and provide a copy to Risk Management.

Crash Investigation and Data Analysis

- (a) Risk Management will review all fleet incidents, crashes, and vandalism involving county-owned or leased vehicles/equipment, and report findings to the elected or appointed department head or his or her designated person. In investigations, Risk Management may assist with determining facts and whether the employee was at fault.

When the facts are known, the foreman, supervisor and/or department designee, and Risk Management will determine the best strategy to prevent a recurrence of this type of fleet incident, crash, and or vandalism. The official or department head reviews the findings and recommendations and is responsible for implementing corrective action.

Claims Settlement

- (a) A department designee must report all crashes to Risk Management using the Williamson County Fleet Incident/Crash/Vandalism report. Texas Association of Counties Loss Notice form will be required when crashes involve a third party.
- (b) The department designee shall work with the insurance carrier and Risk Management on any further follow up information needed to settle claims.

If the other party is at fault in a fleet incident, crash, or vandalism with a county-owned vehicle or equipment, then Risk Management, working with the department designee, is to file a claim with the other party's insurance. The county's insurance carrier can assist with this process, however the County only carries basic liability and uninsured motorist coverage on county vehicles.

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(c) Risk Management shall forward a copy of the Fleet Incident/Crash/Vandalism report to the County Auditor once the costs of all damages have been determined.

Fleet Incident/Crash/Vandalism Review

Each fleet incident/crash/vandalism involving a county-owned or leased vehicle or equipment will be reviewed by the department to determine if the driver did everything they reasonably could to avoid the crash. Each fleet incident/crash/vandalism will be classified as preventable or non-preventable. Fleet incident/crash/vandalism preventability will be used in determining a driver's qualification to operate county-owned or leased vehicles and equipment.

Motor Vehicle Records

Williamson County employees must exercise the utmost care in the use of county-owned or leased equipment and vehicles to minimize damage. In order to reinforce the importance of individual responsibility for complying with this policy and preventing accidents, the policy requires that corrective action be taken against drivers who exceed the point totals in the Driver Qualification Criteria found in Appendix A.

Risk Management or a designated supervisor in each office or department will, when records are available, review all written and photographic information that is relevant to an accident and review the driving records of the employee(s) involved in an accident for the preceding 36 months.

Next, there will be a review of the Driver Qualification Criteria and a levy of any corrective action based on the information gathered. Departments shall document their findings, and place a copy of the findings in the department's personnel file. A change in an employee's point system shall be given to Risk Management to update the County Driver Qualification listing for insurance purposes.

An at-fault fleet incident/crash within the last three years will revoke an employee's excellent driving status and is grounds for corrective action. Depending on the circumstances surrounding each fleet incident/crash, the following corrective actions are possible:

<u>Oral Counseling</u>	<u>Driver training</u>	<u>Driver education</u>	<u>Written reprimand</u>
<u>Suspension</u>	<u>Probation</u>	<u>Termination</u>	

A conviction for one of the following violations, barring appeal, will permanently disqualify a driver from being considered for positions that require operation of county-owned or leased vehicles or equipment:

1. Driving under the influence of alcohol or a controlled substance
2. Refusing to submit to a test to determine alcohol or controlled substance concentration
3. Leaving the scene of a crash
4. Vehicular manslaughter/homicide
5. Using vehicle to commit a felony
6. Losing your license or driving while license is suspended

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Drivers with 12 points or more in the last three (3) years will be removed from positions requiring operation of county-owned or leased vehicles or equipment. Drivers removed from positions requiring driving may be reassigned according to specific department policies if they qualify for currently available positions that do not require driving. If they do not qualify for a current position that does not require driving, they may be terminated. In case of an arrest for a violation listed above, the official or department head may, based on business necessity, take appropriate action, up to and including dismissal from employment.

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Right of Appeal—After September 26, 2006

With the approval of the elected official or department head, a person hired by the County on or after September 27, 2006 or an applicant for a county position to be filled on or after that date, may appeal a disqualification not based on items 3,4, or 5, above, if the employee or applicant has not been arrested or charged with a violation carrying a point factor rating of 4 or higher (see Appendix A) in the 36-month period preceding the date of the appeal hearing. The County Fleet Committee may, at its discretion, after due consideration of the County's best interests and the recommendation of the official or department head, consider lifting the disqualification or restricting the employee or applicant's vehicle or equipment operation in lieu of permanent disqualification.

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Post Fleet Incident/Crash Training

Drivers with violations, fleet incidents and/or crashes may be required to complete safety or fleet safety program training.

Motor Vehicle Record (MVR) Checks

Motor vehicle record checks for drivers or operators of county-owned or leased vehicles and equipment will be performed annually by the automobile insurance company. Departments may also request a MVR check at any time on any employee who operates a county-owned or leased vehicle or equipment. Risk Management will review vehicle record reports and make appropriate recommendations.

Offices and departments will require new hires who will be assigned to operate county-owned or leased vehicles and equipment to provide a copy of their MVR to the department, and the MVR will be taken into account in making hiring decisions.

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Drivers of county-owned or leased vehicles or equipment must notify their supervisor when any on or off the job changes in the following occur:

- Citations for driving-(moving violation) related offenses
- Citation for No Liability Insurance
- Loss of drivers license
- Convictions for driving-(moving violation) related offenses
- Changes in the ability to operate a motor vehicle due to injury or illness that impacts safe operation of the vehicle

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A copy of this notification will be given to Risk Management to update the County Driver Qualification listing for insurance purposes.

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Driver Training

It is recommended that every employee who will operate a county-owned or leased vehicle or equipment be trained in safe operation through their department.

Program Acknowledgement

Drivers will read and sign the Vehicle Management & Use Acknowledgement Form upon receiving a county-owned or leased vehicle or being assigned to operate county-owned or leased equipment. Drivers will return the signed form to their department designee or supervisor. The original Driver Acknowledgement Form must be sent to the Human Resources Department.

II. Personal Vehicles Used on Williamson County Business**Safe Vehicle Operation**

Drivers operating personal vehicles used on county business and drivers operating other non-county vehicles on county business will operate the vehicles in a safe and lawful manner and do what is reasonably expected to avoid crashes and injuries to passengers.

Insurance limits:

Every vehicle used on county business must have liability coverage at least at the minimum levels required by state law.

Verification of coverage:

Employees operating their own vehicles on county business must be able to provide proof of insurance in case of a traffic violation or crash. State inspection sticker must be up-to-date and displayed properly on the vehicle.

MVR criteria:

Employees may be required to meet the same MVR criteria as county-owned vehicle drivers as outlined in Appendix A of the program.

Seat belts:

Drivers should ensure that all occupants of the vehicle wear seat belts at all times when possible, when the vehicle is in use. Business passengers should not travel in vehicles that are not equipped with restraints in areas of the vehicle intended for cargo or where seats with restraints are not available.

Fleet safety policies:

Employees using personal vehicles on county business may be required to comply with all of the policies as outlined in the Vehicle Use Section. (Employees using personal vehicles on county business whose driving records, upon review, show violations listed in Appendix A, may be subject to the disciplinary actions listed in Appendix A.)

Program Acknowledgement

Drivers will read and sign the Vehicle Management & Use Policy upon being authorized to operate a personal vehicle on county business. Drivers will return the signed form to their department designee or supervisor.

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WILLIAMSON COUNTY
FLEET SERVICES
3151 S.E. INNERLOOP
GEORGETOWN, TEXAS 78626
PHONE (512) 943-3349
FAX (512) 943-3398

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FLEET MANAGEMENT PROGRAM

SECTION I

The County's vehicles and equipment are critical components in providing efficient and effective services to the residents of Williamson County. Our goal is to make certain that the vehicles/equipment are the right ones for the job and are acquired at the lowest cost possible, maintained properly and efficiently as possible and ultimately sold for the highest dollar available.

SUMMARY

- A. Define management of county vehicles assigned to drivers that meet criteria outlined in the Vehicle Use Section.
- B. Establish policy and procedures designed to prolong vehicle/equipment life while minimizing costs.
- C. Establishes a County Fleet Committee (CFC) in accordance with County Budget Order.
- D. Centralizes fleet accountability and control under the direction and guidance of the CFC.
- E. Establishes and defines functional responsibilities.
- F. Defines:
 - 1. Rolling stock.
 - 2. Unit of Equipment
 - 3. User department
 - 4. Under utilization
 - 5. Types of County Vehicles
 - 6.
- G. Section II outlines Fleet Services' responsibilities.

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POLICY

- H. This policy is applicable to all County departments regardless of funding source. Note: Exceptions can be made by user departments, fleet services, and purchasing on specialized equipment.
- I. The CFC shall be comprised of the Fleet Director, Commissioner's Court member, Risk Management and the Assistant Budget Officer. The Purchasing Director will be a non-voting member of the Committee.
- J. All fleet management practices will be conducted between user departments and fleet services in accordance with pre-established operational procedures.

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FUNCTIONAL RESPONSIBILITIES

- K. Fleet Services shall be responsible for centralized vehicle and equipment management to include administration, servicing, operations facilities, acquisition, replacement, utilization, cost, and management information.
- L. User departments are responsible for insuring assigned equipment is maintained in a safe and efficient manner at all times; in accordance with County Asset Policy.
- M. The Director of Purchasing is responsible for disposing of rolling stock equipment in accordance with County Asset Policy.

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DEFINITIONS

- N. Rolling stock – equipment with engines over 20 HP; rolling equipment with a replacement value exceeding \$5,000 and trailers with a gross load capacity exceeding 1500 pounds.
- O. Unit of equipment – equipment assigned a Four digit Fleet Services control number and listed on the county's equipment inventory listing, the maintenance of which is principally performed by Fleet Services.
- P. User department – a County department which utilizes and has responsibility for managing rolling stock assets and certain other equipment for which maintenance and repairs are performed by Fleet Service.
- Q. Under Utilized – As a general guideline, any vehicle that is driven less than 7,000 miles/year. Exceptions to this guideline include: specially equipped vehicles that serve a vital function but are used more for accomplishing an assigned task rather than for transportation needs and vehicles located at remote locations.
- R. "County-Owned Vehicle" shall mean any motor-driven vehicle which: 1) Either has or, in accordance with County Policies, Procedures, and Regulations, should have its title registered in the name of Williamson County and is licensed for use on public roads and 2) Is designed primarily to transport people, rather than to transport cargo or to perform some mechanical function, such as excavation or road grading. Pick-up trucks shall be presumed to be designed primarily to transport people. Such vehicles will be defined in the following categories:
 - 1. Primary Patrol Vehicle – Vehicles used for patrol and traffic enforcement in the Sheriff's Department only. This vehicle will be equipped with a patrol package including light bars, siren with speaker, grill guard, and all the electronics and radio equipment necessary for

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protection and safety. Primary patrol supervisor units are considered a primary patrol vehicle. These vehicles are replaceable vehicles.

2. Primary Vehicles – Vehicles which have been approved by Commissioner’s Court to perform necessary duties by a department and are not Primary Patrol vehicles or an Auxiliary vehicle. These vehicles are replaceable vehicles.
3. Auxiliary Vehicles – Vehicles that have already been replaced but Fleet Services has determined still has a useful life. Other vehicles that are considered to be auxiliary vehicles could include donated vehicles, surplus vehicles, grant vehicles or other out of the ordinary purchases. These vehicles are not replaceable vehicles.
4. Turn-In Vehicle – Vehicle that has been replaced or is no longer needed by the department shall be turned in to Fleet Services.
5. Surplus Vehicle – Vehicle which has been deemed unusable by the county. These vehicles will be in the control of the Fixed Asset Manager and disposed of in accordance with county policy.

SECTION II

FLEET MANAGEMENT PROCEDURES

BUDGET

- A. Fleet Services shall operate as a cost center utilizing an internally funded budget.

EQUIPMENT USE PARAMETERS:

- B. Life parameters for each class of equipment will be recommended by user department(s) and Fleet Services. The CFC will have final authority.
- C. Units meeting pre-established replacement criteria will be evaluated by Fleet Services in partnership with the user department to determine if replacement is necessary or if life extension, i.e. rebuild, would be more cost effective.

EQUIPMENT UTILIZATION:

- D. Fleet Services will annually identify and submit to CFC and user Department(s) a listing of vehicles and equipment classified as being under utilized. User department(s) desiring to retain vehicles and/or specific equipment must submit justification through established criteria developed by the CFC. CFC shall determine retention status, i.e. retain in assigned department, reassign to another department, or use for some other organizational purpose.

EQUIPMENT STANDARDIZATION:

- E. To facilitate standardization of Fleet composition for cost savings and overall maintenance; each fiscal year user departments will submit recommendations for what will constitute a primary vehicle and/or auxiliary vehicle as applicable.

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Recommendations should include but are not limited to: standard equipment, specifications, and any reasonable additional costs the county can expect to incur for the purchase and make ready of requested equipment prior to being placed into service. The CFC will review recommendations during the budget process to assess the most reasonable and cost effective options for the county.

EQUIPMENT REPLACEMENT:

- F. Fleet Services at Budget time of each year shall submit to the user department Directors a list of vehicles and equipment recommended for replacement. Department directors shall then have ten (10) working days to concur and/or submit supporting data for recommending otherwise. Fleet Services will have five (5) working days to reconsider or maintain initial recommendation. CFC will review the overall list and any non-concurrence issues. Approved list will be submitted to the Risk Coordinator to reconcile with county insurance records.
- G. The listing will include the suggested replacement standard for each unit; whether a unit should be replaced by a similar unit or by a different type; i.e. a larger truck chassis; a van for a car or pickup, etc.
- H. Departments desiring deviations to the recommended replacement listing or suggested replacement standard shall submit a written request to the County Judge office through Fleet Services. The request shall include specific, detailed analysis supporting the requested change. CFC will review the overall list and any non-concurrence issues.
- I. Requests for replacements not recommended by Fleet Services must be reviewed for justification and approved by the County Judge.
- J. Fleet Services shall provide the County Judge and user departments with a list of each department's equipment, which qualifies for replacement by the second Monday in April annually.
- K. Equipment replacement will be based on a priority list of equipment; as determined by CFC and user departments. The finalized list will be submitted to the Commissioners Court for budget evaluation.
- L. Request for adding additional vehicles/equipment to the Fleet should be submitted in writing explaining why additional vehicles are needed. These requests should be reviewed by the CFC for their approval before going to court. The requests for vehicles that are received outside the budget process will be considered on a case-by-case basis. Wherever possible, a loaner/auxiliary vehicle will be utilized to address immediate needs until a more permanent budget solution can be reached. Funds for any differences (i.e. increase) in cost attributable to replacement of a unit with an upgraded unit, as requested by user department – should come from departmental operating budgets.
- M. Request for rolling stock equipment which occur outside of the budget process, such as a replacement for a total loss accident, must be requested by the Department Head or Elected official concerned and submitted for approval to the County Judge.
- N. Acquisition of equipment should be obtained by straight purchase. Any

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other method of acquisition, i.e. lease purchase, must be reviewed and approved by the County Judge and Purchasing.

PURCHASING PROCEDURES

- O. Departments shall complete a vehicle/equipment request form on each new rolling stock item the department was authorized to purchase. The request shall be submitted to the Purchasing Department of the Auditor's Office.
- P. Fleet Services, in partnership with User Departments shall be responsible for developing specifications for all new or replacement type equipment.
 - 1. Specifications for cars, pickups, and other light/medium duty trucks shall be in accordance with the standard requirements as established by the State of Texas or other federal agency.
 - 2. Specifications for large trucks and specialized equipment will be developed by Fleet Management in partnership with the respective department(s). Department(s) are responsible for providing non- proprietary specification data on desired equipment.
 - 3. Specifications will include requirements relating to prototypes, inspection, training, testing, warranty, etc.
 - 4. Completed specifications will be sent to the user department(s) for approval. Specifications requiring corrections or additions are to be returned to Fleet Management for action. Specifications requiring no corrections, additions, or changes, and are approved for purchase, are to be forwarded directly to the Purchasing Department.
- Q. Fleet Services in partnership with user departments shall be responsible for reviewing all bids upon official bid opening to insure that the lowest and best responsible bid conforms to the intent of specifications. Fleet Services will forward an analysis of the bid responses to the user department and to the Purchasing Office along with a recommendation regarding bid award and purchase.
- R. All new equipment, along with accompanying documentation, shall be delivered to Fleet Services for acceptance inspection, assignment of Four-digit Fleet Service Control number, and made ready for service. Equipment shall not be removed by or released to the departments prior to completion of these services.

ANNUAL BUDGET

- S. Operating budgets are to include funds for requested additions to the fleet.
- T. Request to replace equipment which occur outside of the budget process, i.e. total loss due to accident will follow standard purchasing procedures as explained in paragraph L above.
- U. Cost attributable to upgrading equipment shall be included in departmental Budgets.

REPLACED EQUIPMENT

- V. Departments receiving new vehicle/equipment replacements shall, upon

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placing the new unit into service, submit the completed and signed Vehicle Status Change form and the old unit to Fleet Services within 30 days. In the event a department is unable to comply with the 30 day policy, the department may request a "waiver" from the CFC, stating the justification for the delay. The unit being turned in shall be cleaned, detailed and made ready for immediate sale.

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SECTION III

POLICIES & PROCEDURES

A. User Department shall be defined by Number and Name

Example #405 Veteran Services

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B. Each Department shall have a person for a point of contact

1. Contact name, phone number and e-mail

2. Contact person shall receive and respond to all fleet issues concerning their department.

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C. Preventive Maintenance Program

1. Preventive Maintenance shall be performed as required by the Manufacturer.

2. Weekly notices of units requiring service shall be sent to the contact person.

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D. Fueling of vehicles and equipment

1. County vehicles shall be fueled from approved automated fuel sites.

2. The fuel cards shall be issued to the vehicle, the employee shall enter their PIN # and the correct mileage. This mileage entry is the basis of the utilization and replacement reports as well as the Preventive Maintenance Schedule.

3. The contact person shall supply Fleet Services with the new employee information so the PIN# can be put into the system.

4. When an employee becomes detached from County employment, the contact person shall inform Fleet Services so that the employee and PIN# can be removed.

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E. Accident reports on vehicles and equipment

Damage to a vehicle or piece of equipment that is not part of the normal wear and tear shall be reported as defined in the Vehicle Use Section. A copy of the accident or incident report shall also be reported to Fleet Services so that damage cost and out of service timeframe can be assessed.

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F. Monthly billing reports to each user Department

Each user department receiving services and or fuel from Fleet Services will be billed for those cost on the first week of each month.

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G. Procedures for maintenance and repair of vehicles and equipment

Appointments

1. Please feel free to call in advance to schedule an appointment at 943-3349

2. Drive ins will be serviced in a first come first serve basis.

3. Before you come in: Please be aware that we do not have loaner or rental vehicles.
4. Vehicle Drop Off: Write down the odometer or hour meter reading and the unit number. Bring keys and information to the shop office and someone there will assist you.
5. Please do not make the request to the Repair Technicians.
6. Give reason for appointment and explain any problems you have noticed with the unit.
7. Leave your name and phone number where you can be reached.

H. After Hours Drop Off

1. For after hours drop off, complete a repair form.
2. Leave unit parked on the north side of the body shop.
3. Place keys and form in the Fleet Services night drop box (red box mounted on north wall of the paint and body/rig out shop).

I. The Fleet Services Department Office

1. Will tell you approximate time your vehicle should be ready.
2. You may call 943-3349 to check on the status of your unit.
3. Shop hours are 7:30 a.m. to 4:00 p.m.

J. Vehicle Pick Up

1. Your vehicle will be parked in the south side parking lot behind the fence.
2. Key may be picked up in the green box mounted on the wall on the south side of the paint and body/rig out shop.

K. Retirement of vehicles and equipment

A Vehicle Status Change Form (VSCF) must be filled out on any unit that will be leaving the users department.

The VSC form has the departure path, auction, trade-in or transfer to another department. The VSC form will be signed by the elected official or department head and Fleet Director. The form will be sent to the Auditors Office by Fleet Services. The owning department has (30) days to turn in the vehicle to Fleet services or request a waiver as per item V in Section II of this document. The Auditors will put the unit or units on the court agenda for approval. When the vehicles/equipment has been traded or sold these units will be again listed with their recovered dollar amounts on the court agenda for the Record.

L. Vehicles and equipment for Salvage

If a vehicle or piece of equipment is going to be used for salvage a VSC form will be filled out and signed by the Department Head or Elected Official and Fleet Director and sent to the Auditor. Salvage parts will not be removed from any vehicle that has not been declared for salvage. Removing parts from a whole vehicle greatly reduces the sale value.

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SECTION IV

Vehicle and Equipment Idling Policy

No employee shall cause or allow a motor vehicle engine or other engine within his or her custody or control to idle for more than five consecutive minutes when the motor vehicle is not in motion or when the other engine is not being used for its primary function.

No employee shall switch the motor vehicle or other engine off and back on in a manner that would serve to satisfy the five-minute limitation, but defeat the intent of this policy, which is to reduce emissions, fuel consumption, and vehicle motor and other engine wear caused by engine idling.

Definitions

Idle – The operation of an engine in the operating mode where the engine is not engaged in gear, where the engine operates at a speed at the revolutions per minute specified by the engine or vehicle manufacturer for when the accelerator is fully released, and there is no load on the engine.

Motor vehicle – Any self-propelled device powered by an internal combustion engine and designed to operate with four or more wheels in contact with the ground, in or by which a person or property is or may be transported.

Other engine – A gasoline, diesel, propane, CNG, or other petroleum-fuel based vehicle with an internal combustion engine, that is not a motor vehicle as defined above, but which is mobile and is utilized in construction, earth-moving, materials management, transportation or grounds-keeping type operations.

Exceptions:

1. The motor vehicle is prohibited from movement due to traffic conditions over which the operator has no control.
2. The motor vehicle or other engine is being used in an emergency or law enforcement capacity.
3. The engine is being operated solely to defrost a windshield.
4. The motor vehicle or other engine being used as a primary power source for another device such as a power take-off (PTO) unit.
5. The motor vehicle or other engine is being operated for maintenance or diagnostic purposes.
6. The motor vehicle is idling to operate the air conditioning or heating system for employee health or safety.

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EQUIPMENT DEPRECIATION REPLACEMENT CYCLE

There is frequently a significant lag period between when a vehicle is tagged for replacement and when the vehicle is actually replaced. The following criteria are recommendations for when vehicles should be "tagged" (reviewed) for replacement to ensure that a properly functioning fleet is always available to carry out the County's various objectives. Vehicles with maintenance and/or repair costs greater than 50% of the original purchase price shall also be reviewed during the replacement cycle.

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<u>TYPE-DESCRIPTION</u>	<u>RECOMMENDED REPLACEMENT STANDARD</u>
<u>AUTOMOBILES:</u>	
<u>Primary Vehicles.....</u>	<u>7 years or 85,000 miles</u>
<u>Primary patrol sedans.....</u>	<u>3 years or 75,000 miles</u>
<u>PICKUPS & VANS:</u>	
<u>Light duty (Class 1 & 2 – to 10,000 GVW).....</u>	<u>7 years or 105,000 miles</u>
<u>Front Line Ambulance.....</u>	<u>2 years or 67,000 miles</u>
<u>TRUCKS:</u>	
<u>Light duty, gas (Class 3 & 4 – to 16,000 GVW).....</u>	<u>9 years or 100,000 miles</u>
<u>Light duty, diesel (Class 3 & 4 – to 16,000 GVW).....</u>	<u>9 years or 160,000 miles</u>
<u>Med. Duty (Class 5, 6 & 7 – to 35,000 GVW).....</u>	<u>9 years or 180,000 miles</u>
<u>Heavy duty (Class 8 – over 35,000 GVW).....</u>	<u>9 years or 250,000 miles</u>
<u>CONSTRUCTION EQUIPMENT:</u>	
<u>Motor Graders, Track Loaders, Track Excavators.</u>	
<u>Gradall Excavators, & Dozers.....</u>	<u>10 years or 10,000 hours</u>
<u>Backhoe Loaders.....</u>	<u>14 years or 10,000 hours</u>
<u>Wheel Loaders.....</u>	<u>15 years or 7,500 hours</u>
<u>Compaction Rollers.....</u>	<u>15 years or 7,500 hours</u>
<u>PAVING EQUIPMENT:</u>	
<u>Asphalt Distributors.....</u>	<u>14 years or 100,000 miles</u>
<u>Asphalt Pavers.....</u>	<u>10 years or 7,500 hours</u>
<u>Chip spreaders.....</u>	<u>14 years or 7,500 hours</u>
<u>Road Brooms.....</u>	<u>14 years or 7,500 hours</u>
<u>Truck mounted sweeper.....</u>	<u>10 years or 100,000 miles</u>
<u>MOWING EQUIPMENT:</u>	
<u>Mowing Tractors.....</u>	<u>10 years or 5,500 hours</u>
<u>Boom Mowers.....</u>	<u>14 years or 5,500 hours</u>

Batwing Mowers..... 10 years
Riding Mowers.....10 years

TRAILERS:

Gross load capacity or 4,500 lbs. or greater.....15 years

MISCELLANEOUS POWER EQUIPMENT:

Water pumps, Welding machines, Concrete saws,
Forklifts, etc.....15 years

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Appendix A

Driver Qualification Criteria

All preventable fleet incidents/crashes within a 36-month period shall be subject to the following disciplinary action:

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Employees will be categorized based on a point system developed from the County's Point Assessment Table. Drivers are categorized based on their point summation from the table within a 36-month period. (See also Section II for applicability of these criteria to employees operating their personal vehicles.)

Excellent 0 points Receive recognition.

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Satisfactory 1-4 points Receive corrective action.

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Unsatisfactory 5-11 points Receive continued corrective action, and may include some type of driver improvement training.

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Excluded drivers 12 + points Driver will not drive a county-owned or leased vehicle or equipment, or use a personal vehicle for county business. Drivers removed from positions requiring driving may be reassigned according to specific department policies if they qualify for currently available positions that do not require driving. If they do not qualify for a current position that does not require driving, they may be terminated.

TEXAS ASSOCIATION OF COUNTIES AUTO LIABILITY POINT SYSTEM FOR EXCLUSION OF DRIVERS

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Excluded driver would have 12 or more points

Warned driver would have 8-11 points

The following is a schedule of the points as assessed for specified violations:

6 points (within the past 36 months)

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- Hit and run
- Leaving the scene of an accident
- Negligent homicide
- Driving under the influence of drugs or alcohol
- Unlawful use of driver's license
- Driving while license is suspended

4 points (within the past 36 months)

- At fault accidents
- Driving on the wrong side of the road
- Driving in wrong lane
- Turn from wrong lane
- Failure to control vehicle
- Illegal passing

3 points (within the past 36 months)

- Speeding and all other minor moving violations (to include all other scheduled violations)

Automatic Exclusion for Vehicular Manslaughter or
Vehicular Homicide

All facts and circumstances surrounding the fleet incident/crash shall be reviewed prior to any corrective action being levied. Fleet incidents, as in those with no property damage or minimal costs, can have their point assessment adjusted down by up to two points only after reviewing the facts. The above point system is the minimum criteria for assignment of points and is not all- inclusive. Each individual department may add to the above point system, but may not replace or remove any of the above criteria.

NOTE: If the Fleet Committee determines that the specific circumstances associated with any violation, or combination of violations, listed above, demonstrate a pattern of abuse or a clear disregard for safety or property, the Committee may recommend immediate dismissal of the employee.

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Williamson County
Vehicle Management & Use Driver Acknowledgement Form

I have read this policy and appendices and understand my responsibilities to be a (check all that apply):

☐ County-owned or leased vehicle/equipment operator

☐ Driver of a personal vehicle on county business

☐ County emergency vehicle driver

I agree to comply with the policy and understand that failure to comply may result in disciplinary action up to and including termination. If County emergency vehicle driver is checked, I agree to comply with Chapter 546 of the Texas Transportation Code which defines operation of an authorized emergency vehicle and certain other vehicles.

I hereby authorize Williamson County, at the county's discretion, to obtain a copy of my driving record and may use the driving record to qualify me as a driver of a county vehicle or personal vehicle used on county business as indicated above.

Name (please print):

Driver's License #:

Date of Birth:

Department Name:

Signed:

Date:

The signed copy of this program will become part of your personnel file.

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WILLIAMSON COUNTY
MOTOR POOL/VEHICLE RENTAL
POLICY

GENERAL PROVISIONS

Williamson County maintains a limited number of pooled vehicles for use by all Williamson County employees for the purpose of travel on official county business. This travel will be limited to training, continuing education, and county meetings as approved by the official or department head.

These vehicles must be used for official county business only and not for personal use.

All vehicles checked out must go through Fleet Services for approval. Only authorized or approved drivers are to be operating the vehicle at any time. Vehicles shall not be loaned out for personal use or used to transport family/friends while on official County business.

Each passenger as well as the driver must wear a seatbelt at all times.

The operator/driver must report all accidents, minor or serious, to the Fleet Services Department as soon as possible

All pooled vehicles are considered “non-smoking” vehicles. Alcohol and/or drugs must never be used while operating County vehicles.

The operator/driver of the vehicle shall operate the vehicle in accordance with all state and local laws.

The operator/driver of the vehicle assumes all responsibility for fines and/or traffic violations while operating a County owned vehicle

When a vehicle is in use, it is to be parked in a secured parking area. When vehicle is left unattended, keys must be removed and vehicle should be locked at all times.

Fueling of vehicle will be provided by a County on site fuel card and a Fuelman card for offsite fueling. Instructions on using this fuel card will be provided when the vehicle is picked up.

Employees who misuse vehicles will be subject to disciplinary action, up to and including dismissal, depending on the nature of the misuse. “Misuse” includes a) violations of traffic laws b) careless operation resulting in damage to the vehicle or injury to persons or property c) use of a vehicle for personal business or unauthorized commuting purposes and d) use of a vehicle contrary to the provisions of this policy.

All fleet vehicle policies and provisions should be followed in accordance with the County Budget Order.

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All vehicle users must read and follow the rules and procedures set forth in the County Vehicle Management and /Use Policy.

Vehicle operators shall not give rides to any person unless directly related to conducting County business.

Vehicle operators shall not tow, push, or start other vehicles.

VEHICLE MAINTENANCE

Fleet Services shall be responsible for performing vehicle maintenance services such as oil changes, brake checks, etc and shall perform these checks as required according to vehicle mileage and/or age of vehicle.

Should the operator have a major repair or breakdown during use of a pooled vehicle, the operator must contact his or her immediate supervisor and the Fleet Services Director or his designated representative as soon as possible.

Pooled vehicles will be auctioned, transferred or back up vehicles at the recommendation of the Fleet Services Director.

FUNDING

Budgeting for the repairs and maintenance of pooled vehicles will be handled through the Budget Office each year during the budget process.

All maintenance related expenditures will be covered through our Fleet-Pooled Car fund budget. These costs include but are not limited to vehicle repairs, engine failure, brake repairs, tune ups, oil changes, tire maintenance, registration and inspection costs.

The expense (daily rental fee and fuel) for the operation of a Williamson County pooled car/van is born by the user's department. Budgeting for pooled vehicle check out by the official or department head should include not only the cost of the daily rental but fuel in the appropriate line items to and from the point of destination.

Daily rental for a four-door standard vehicle will be \$20.00 per day. Daily rental for a passenger van is \$40.00 per day with unlimited mileage; a day is considered midnight to midnight. Any portion of that time used will be billed as a "full day"

These rates cover standard wear and tear on the vehicle itself as well as comprehensive insurance coverage.

Travel expenses related to the operation of a motor pool vehicle, such as tolls and parking fees, may be reimbursed in accordance with the Williamson County Budget Order Policy. All receipts should be kept for backup/justification.

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CHECK OUT PROCEDURE

Before entering the vehicle perform a “walk around” inspection of the vehicle to determine general condition. Any body damage noted should be immediately reported to the Dispatcher.

Write down the vehicles beginning mileage.

Driver must maintain a current, valid driver’s license and be at least 21 years of age. Driver must provide this form of identification upon each check out, no exceptions are allowed with this requirement.

Driver must contact Fleet Services to reserve a vehicle. Driver must fill out a “Pooled Vehicle Check Out” form (Attachment A) complete with Department Head approval approved by Fleet Services as an authorized driver as well. Driver must have a Vehicle Use Driver Acknowledgment Form on file with the Human Resources office showing a clear driving record (Attachment C). Forms must be submitted no less than three days prior to your check out date. Forms may be faxed to 943-3398. Vehicles will be loaned out on a first come, first serve basis. The Fleet department is open from 7:00AM to 3:30PM Monday through Friday for the pick up and return of all loaner vehicles. Vehicles not being used for out-of-town trips must be returned to the Fleet Department parking lot each night; however, vehicles returning from out-of-town trips after 5:00 p.m. may be parked overnight at the driver’s residence and returned promptly the next morning. Failure to pick up a vehicle before 3:30 p.m. means that the vehicle will not be available until the next morning on a scheduled work day. Any vehicle brought back after 4pm on a Friday will be charged for the weekend unless prior approval by the Fleet supervisor has been given.

ACCIDENTS

If an accident does occur, whether your fault or others, you must:

Get immediate medical attention if injured and stay calm

Make no statements regarding guilt or fault

Notify local or state police

Record as much information about the accident as possible to include witnesses’ contact information.

Record insurance company’s name/number as well as license plate numbers, date/time of accident, vehicle descriptions and any other relevant information

Never agree to make any type of payment for the accident

Complete a “Pooled Vehicle Accident” form (Attachment B). A copy of this form should be forwarded to driver’s immediate supervisor and Risk Management as soon as possible.

Refer all questions from lawyers, the other party to the accident and anyone else to Risk Management and/or insurance company at all times

The County’s insurance is liability only with a \$1,000 deductible. When a county employee is at fault the damage incurred to the county vehicle will be at the County’s expense

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FLEET SERVICES

Fleet Services assumes responsibility for pooled vehicles, to include the following:

Verifying that proper forms are completed and approved prior to a pooled vehicle leaving County property

Verifying that scheduled maintenance has occurred

Disposing of pooled vehicles

Tracking warranties and repairs

Updating and recording maintenance log or database on pooled vehicles

Regularly review and inspect all service records, maintenance and registration requirements

Assisting Risk Management and insurance company during accident investigation or in obtaining information related to

CHECK IN PROCEDURE

Write down ending mileage.

Vehicle operators shall remove all personal items from the vehicle including food wrappers and drink containers, leaving the vehicle clean and litter free.

Vehicle should be returned with a full tank of fuel.

Return the keys and rental form to Fleet Maintenance.

(ATTACHMENT 'A')MOTOR POOL/VEHICLE RENTAL REQUEST FORM

Name: _____ Department: _____

Extension: _____ Email Address: _____

List all Driver's Name(s) and Driver's License number(s) below:

1. _____ 2. _____

3. _____ 4. _____

Person above responsible for the vehicle _____

- You will be required to show a valid driver's license when you pick up the vehicle
- Vehicles must be used for OFFICIAL WILLIAMSON COUNTY BUSINESS ONLY
- Vehicle must be returned with a full tank of gas; if not, driver's/department's line item will be charged at the current Fuelman rate per gallon

Type of Vehicle Requested: Car _____ Passenger Van _____

Pick Up Date: _____ Pick Up Time: _____

Return Date: _____ Return Time: _____

Destination(s): _____

Purpose of Travel: _____

Line Item or Department to Charge Vehicle Rental Fee to: 01-XXXX-XXXX-004232

TX Plate No _____ VIN _____

Approved By: _____

Department Head _____ Fleet Representative _____

Please email this form to rrodgers@wilco.org and ccroanderson@wilco.org and rschneider@wilco.org or fax to Fleet Services at (512) 943-3398.

(ATTACHMENT 'B')MOTOR POOL/VEHICLE TRIP FORM

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<u>Name:</u>	<u>Dept:</u>	<u>Date:</u>
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<u>U</u> <u>n</u> <u>i</u> <u>t</u> <u>#</u>	<u>M</u> <u>a</u> <u>k</u> <u>e</u>	<u>M</u> <u>o</u> <u>d</u> <u>e</u> <u>l</u>	<u>Y</u> <u>e</u> <u>a</u> <u>r</u>	<u>V</u> <u>I</u> <u>N</u>

Pre-trip

- 1) I have read and understand the WILLIAMSON COUNTY MOTOR POOL/VEHICLE RENTAL POLICY.
- 2) I understand that I lose the privilege of operating a motor pool vehicle should my licenses be suspended or revoked.
- 3) I realize that failure to follow the driver responsibilities outlined in this policy may subject me to disciplinary action.
- 4) I have a Valid Texas Drivers License.
- 5) Perform a pre trip inspection using the provided form.
- 6) Receive instructions on fuel cards.
- 7) Fleet will provide information and location of liability insurance card and vehicle incident crash vandalism report.
- 8) Please advise fleet if you are leaving Williamson County. Fleet will provide you with approved fueling site information in your travel area.

<u>Pick up</u> <u>Date:</u> <u> </u> <u> </u>	<u>Pick up</u> <u>Time:</u> <u> </u> <u> </u>	<u>Beginning</u> <u>Mileage:</u> <u> </u> <u> </u>
<u>Gas Tank</u> <u>Full: YES</u> <u>NO</u>	<u>Vehicle</u> <u>Clean:</u> <u>YES NO</u>	<u>Vehicle</u> <u>Damage:</u> <u> </u> <u> </u>

Print Name (Operator) Operators Signature Date

Department Head Fleet Representative

Post-trip

- 1) Return vehicle with a full tank of fuel.
- 2) Remove all personal items and trash from the vehicle.
- 3) Perform a post trip inspection using the provided form.
- 4) Return fuel cards and keys to Fleet Services.
- 5) Report any vehicle problems to Fleet Services.

<u>Return</u>	<u>Return</u>	<u>Ending</u>
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<u>Date:</u> <u> </u> / <u> </u> / <u> </u>	<u>Time:</u> <u> </u> : <u> </u> : <u> </u>	<u>Mileage:</u> <u> </u>
<u>Gas Tank</u> <u>Full: YES</u> <u>NO</u>	<u>Vehicle</u> <u>Clean:</u> <u>YES NO</u>	<u>Vehicle</u> <u>Damage:</u>

Daytime Fleet Services Phone number: (512) 943-3349, After hours Emergency Fleet contact: Rex Schneider cell (512)970-0697 or home (512) 309-4255

Williamson County

Vehicle Management & Use Driver Acknowledgement Form

I have read this policy and appendices and understand my responsibilities to be a (check all that apply):

☐ County-owned or leased vehicle/equipment operator

☐ Driver of a personal vehicle on county business

☐ County emergency vehicle driver

I agree to comply with the policy and understand that failure to comply may result in disciplinary action up to and including termination. If County emergency vehicle driver is checked, I agree to comply with Chapter 546 of the Texas Transportation Code which defines operation of an authorized emergency vehicle and certain other vehicles.

I hereby authorize Williamson County, at the county's discretion, to obtain a copy of my driving record and may use the driving record to qualify me as a driver of a county vehicle or personal vehicle used on county business as indicated above.

Name (please print): _____

Driver's License #: _____

Date of Birth: _____

Department Name: _____

Signed: _____

Date: _____

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[The signed copy of this program will become part of your personnel file.](#)

Dealing with the Public

1. Officials and employee are public servants, with a responsibility to the public to provide timely, courteous, and efficient service.
2. All officials and employees are expected to conduct themselves in a way that will earn public respect and bring credit to the County and its operations.

Public Communications Policy

1. Purpose: The purpose of the Williamson County Public Communication policy is to establish guidelines to ensure that information disseminated by the County to residents, employees, news media representatives and others in either verbal or printed form is consistent and professionally presented, in both emergency and non-emergency situations.
2. Philosophy: Williamson County embraces an open government philosophy.
3. Responsibility: When communicating with the public in either verbal or written form, each County official and employee shall respond in a professional and timely manner always as mindful of the best interest of the County. In this context, personal opinions and speculation are inappropriate and shall be avoided.

Verbal Communications

Public: When information is requested by a non-media member of the public, each employee shall respond in a professional, concise and timely manner – generally within the same business day - within his or her area of job responsibility and knowledge.

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Vehicle Use Policy ¶

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Overview¶

It is the intent of Williamson County to operate County-owned or leased motor vehicles, equipment, and personal vehicles used on County business in the safest manner possible. We will only allow drivers who meet our hiring criteria to drive on County business and expect our drivers to comply with our safety policies and procedures and state law in order to do our part to make the roads as safe as possible. ¶

¶

Purpose ¶

To outline Williamson County's commitment to, and expectations of, those who operate County-owned or leased vehicles, equipment, and personal vehicles used while conducting County business. ¶

... [1]

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Each employee shall notify his/her supervisor when a potential communication problem or misunderstanding may develop and what action might mitigate the situation before it becomes a problem.

Media: When information is requested by a member of the news media:

1. All employees may speak, but are not obligated to speak, directly with members of the media when asked about routine and general public information where they have specific job related knowledge and will refer all other requests to their department head. In this context, personal opinions and speculation are inappropriate and shall be avoided. Routine and general public information includes department or office locations and phone numbers, staff names, title, public meeting dates, locations.
2. The employee contacted by the news media shall, as soon as practical, notify their department head or elected official as well as the Public Information Office (PIO) giving details of the request including the media organization, name of the reporter, question(s) asked and the response given, if any.
3. For non-routine or general public information requests, the department head or elected official shall either respond directly to the news media or shall contact the public affairs manager to discuss any serious, sensitive, controversial or countywide impact requests. The PIO is on-call 24 hours a day to respond to media inquiries. The PIO is available to all employees for advice, consultation and assistance in media relations and can be present for any arranged interviews with reporters when requested. When in doubt, the employee should defer to the PIO.

Printed Communications

News Releases: The Public Information Office (PIO) is the only department that provides news media releases about County events, initiatives and services for County departments. The Sheriff's Office, District Attorney and County Attorney disseminate their own information to the news media.

County Logos: Only County offices and departments may use the County logo and County seal. The logo and seal may not be used by other entities or persons for marketing, indications of affiliation, or other purposes. The Williamson County logo is an important part of the professionalism and history of Williamson County. As one of the fastest growing counties in the State of Texas, a brand for Williamson County is a necessary step in creating an identity for the County. The brand should be protected to strengthen presence and increase awareness within the minds of the employees of Williamson County, as well as the residents. Please refer to the logo design guidelines for specifics on usage.

Printed Materials: To ensure consistency of branding and professional appearance, all printed publications for County departments should be submitted to the Public Information Office for review prior to publication. This includes brochures, flyers, guides, etc. This does not include routine forms, reports to other agencies, the Comprehensive Annual Financial Report (CAFR), the

Popular Annual Financial Report (PAFR), the Annual Operating Budget or routine updates to web page content.

Web Sites: The Williamson County Web Site is comprised of various Web pages operated by Williamson County. The Williamson County Web Site is available for the purpose of disseminating County information for County offices and departments in accordance with the Web Site user agreement. County Web pages will have uniform consistency in design to support the County brand and image of professionalism. Viewers must be able to tell that they are on a Williamson County Web page by its appearance and common location of information. To ensure consistency and professionalism, all non-routine Web page changes to content or design must be submitted to the Public Information Office for review prior to implementation.

Social Media Sites: Social media sites for County departments and offices, like County Web pages, will be available for the purpose of disseminating County information and providing an opportunity to engage with the public. Social media sites are online communications tools that allow the general public to post, comment on or share content. Employees who post on these sites in their job capacities are subject to the Public Communication Policy. Thus, a professional demeanor, in the best interest of the County is mandated. Again, in this context, personal opinions and speculation are inappropriate and must be avoided. County Social Media sites are not for the personal use of the County employees. Social Media sites include, but are not limited to Facebook, Twitter, Flickr, etc. Social media sites for County departments or offices must be approved by the Public Communication Committee comprised of individuals from Public Information and Technology Services Department before being formed. Refer to the Social Media Sites Policy for additional information.

Requests for Information

Public Information Act/Open Records Act Requests: Public Information Act requests or Open Records Requests must be in writing and shall be immediately forwarded either to the elected official who is the official record keeper for the office or the public affairs manager for departments that report to the Commissioners Court. The information must be collected by the office or department that is the official record holder of the information. Any requests where an exception to disclosure will be sought should be promptly forwarded to the County Attorney's Office to prepare the brief for the Attorney General's Office. Any information that is not confidential by law or where an exception to disclosure has not been sought will be released in accordance with the Public Information Act.

HAZARD COMMUNICATION PROGRAM POLICY

Under Revised Texas Hazard Communication Act (THCA) of 1993

PURPOSE: This program has been prepared to comply with the requirements of the Texas Department of Health to insure that information is available for safe use, handling and storage of hazardous chemicals, guidelines on identification of chemical hazards and the preparation and proper use of container labels, placards and other types of warning devices.

Workplace Chemical List

1. For the purpose of worker right-to-know, this County will make sure that applicable departments shall compile and maintain a workplace chemical list that contains the following information for each hazardous chemical normally present in the workplace facility in excess of 55 gallons or 500 pounds or in excess of an amount that the Texas Hazard Communications Board determines by the rule of certain highly toxic or dangerous chemicals:
 - a. the identity used on the MSDS and container label; and
 - b. the location of the facility in which the hazardous chemical is normally present.
2. The applicable departments shall update the workplace chemical list as necessary, but at least on an annual basis. Each workplace chemical list shall be dated and signed by the person responsible for compiling the information.
3. A workplace chemical list shall be prepared for each facility of the applicable department and must be readily available to employees. All employees shall be made aware of the workplace chemical list before working with or in a work area containing hazardous chemicals.
4. The applicable department shall maintain a workplace chemical list for at least 30 years. The department shall also send complete records to the Texas Hazard Communication Director if the department ceases to operate.

Material Safety Data Sheets (MSDS)

1. A chemical manufacturer or distributor shall provide appropriate MSDS to departments with each initial shipment and with the first shipment after an MSDS is updated.
2. MSDS for all hazardous chemicals used by this County department's facilities shall be maintained in an MSDS book at the facility where the chemical is used. MSDS shall be made available to all employees.
3. As new chemicals are brought into the workplace, their MSDS shall be added to the existing MSDS book at the facility they are brought to. This is to ensure that a complete MSDS is on hand for each chemical an employee may be exposed to at that facility. If the applicable department does not receive a current MSDS on a chemical brought into the workplace, then a request shall be made to the chemical manufacturer or distributor in a timely manner to obtain a current MSDS.
4. A copy of an MSDS maintained by the departments shall be provided to the Texas Hazard Communications Director upon request.

Container Labeling

1. All chemicals on site shall be stored in their original or approved containers with a proper label attached, except small quantities for immediate use. Any container not properly labeled shall be made aware to the immediate supervisor for proper labeling or disposal.
2. Employees may dispense chemicals from their original containers only in small quantities intended for immediate use. Any chemical left after work in a temporary container must be returned to the original container or to the immediate supervisor for proper handling.
3. The department head will insure that each container is labeled with the identity of the hazardous chemical contained, any appropriate physical and health hazards, and the manufacturer's name and address.

Employee Training

1. Training shall be furnished on an as-needed basis to all Williamson County employees who use or handle hazardous chemicals; new or newly assigned employees to be briefed prior to working with, or who are assigned to a work area containing hazardous chemicals.
2. The level of training will be of the basic and general nature. One individual in the applicable department shall be designated responsible for administering training for all department employees.
3. Training will be provided through various means:
 - a. Oral Briefing
 - b. Hands-on Instruction
 - c. Audio-visual Presentation
 - d. Written Tests

Elements contained in the training program may include:

1. Verbal presentation by trainer to include the purpose and applicability of the THCA.
2. Examples of Material Safety Data Sheets (MSDS) to be reviewed with explanation of use, interpretation, and how to obtain. Actual MSDS Book may be shown to employees and information provided on location of books at the various facilities.
3. Sample of a "Workplace Chemical List" to be shown, and information on its purpose and availability provided.
4. Information regarding chemical container "labeling" responsibility furnished. Examples of labels may be shown to employees.

5. Information to be provided with reference to utilizing MSDS and manufacturing labeling for "specific" information on Personal Protective Equipment (PPE), First Aid treatment to exposures, and general safety instruction on handling, clean-up, and disposal of chemical spills.
6. Employees to be advised of their responsibility for working safely with hazardous chemicals, using required PPE, and knowing the location of Workplace Chemical List, and MSDS book.
7. Employee rights under the THCA to be notified. Employees to be given a copy of "Notice to Employee" form at briefing and advised of location of notices posted in facilities.

Records are to be kept on all THCA Training and shall include:

- a. Date of Training
- b. List and signatures of trainees
- c. Topics covered
- d. Materials handed out
- e. Name of trainer

Personnel Protective Equipment (PPE)

1. Employees are required to wear proper PPE when handling hazardous chemicals when there is a potential for overexposure.
2. The department head will be responsible for insuring proper equipment is available and worn when there is a potential for employees to be overexposed.

Emergency Response

1. Any incident of overexposure or spill of hazardous chemicals shall be reported to the immediate supervisor.
2. The immediate supervisor shall be responsible for insuring that proper emergency response actions are taken in spill or leak situations.

General Contractor/Subcontractor Responsibilities

1. When employees of a contractor/subcontractor may be exposed to a hazardous chemical while working on a County work site, this County shall provide access to the MSDS for hazardous chemicals being used at the work site. The department facility workplace chemical list shall be made available to employees of a contractor/subcontractor while working at a County facility.
2. It shall be the responsibility of all contractor/subcontractors who bring hazardous chemicals onto County property to provide appropriate MSDS to the County at the work site.
3. When exposure to a hazardous chemical is expected, each contractor/subcontractor shall be responsible for the appropriate training of their employees.

Posting

The County departments shall post information for employees at the department facilities on the hazard communication standard. This information may be found on the department facilities' employee bulletin boards.

Tier-Two Form

1. For the purpose of community right-to-know, this County shall compile and maintain a tier two form that contains information on hazardous chemicals present in any facility in quantities that meet or exceed thresholds determined by the EPA in 40 CFR Part 370, or at any other reporting thresholds as determined by the Texas Hazard Communications board for certain highly toxic or extremely hazardous substances.
2. Each tier two form shall be filed annually with the appropriate fee according to the procedures specified by the Texas Hazard Communications board. The County shall furnish a copy of each tier two form to the Local Emergency Planning committee and to each fire department having jurisdiction over the department's facilities.
3. The County shall file the tier two form with the Texas Department of Health not later than the 90th day after the date the department has a reportable addition, at the appropriate threshold, of a previously unreported hazardous chemical or extremely hazardous substance. The County shall furnish a copy of the additional tier two form to the Local Emergency Planning committee and to each fire department having jurisdiction over the department's facilities.

Drug Free Workplace

In compliance with the Texas Department of Transportation's regulations for drug and alcohol testing, Williamson County employees or potential employees who possess commercial drivers licenses (CDL) and/or operate County owned equipment or vehicles are subject to pre-employment, random, and post-accident testing. Certain employees of the Williamson County Sheriff's Department, Emergency Medical Services, Juvenile Services, [Department of Infrastructure](#), and certain Constables are subject to pre-employment testing. Certain employees, as shown on their job description, of the Emergency Medical Services, [and Department of Infrastructure](#), are subject to random drug testing. All employees are subject to being tested if there is probable cause to suspect they are intoxicated while on duty.

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WILLIAMSON COUNTY DRUG FREE WORK PLACE POLICY

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In compliance with The Omnibus Transportation Employee Testing Act of 1991, revised February 1994, Williamson County adopts the following Drug Free Work Place Policy for employees with Commercial Drivers Licenses in the Williamson County [Department of Infrastructure](#). [This policy also applies to County Employees who operate County owned equipment or vehicles.](#)

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Purpose

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The objective of this policy is to develop a DRUG and ALCOHOL-FREE WORK PLACE which will help insure a safe and productive work place and to provide education for Williamson County employees working in the Williamson County [Department of Infrastructure](#), and for employees who drive a County vehicle in the regular performance of their job duties.

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Use and misuse of alcohol or drugs can and does impair the ability of an employee to perform their job duties and may endanger the employee, a co-worker, or the public, as well as property. Williamson County seeks to prevent the use, abuse, or misuse of drugs and alcohol by employees in any way which impairs their ability to perform their job duties.

Policy

1. Alcoholism and other drug addictions are recognized as diseases responsive to proper treatment, and this will be an option as long as the employee cooperates with Williamson County.
2. The manufacture, distribution, dispensing, possession, sale, purchase or use of a controlled substance on Williamson County premises is prohibited.
3. Being under the influence of alcohol or illegal drugs on Williamson County premises is prohibited. The unauthorized use or possession of prescription drugs not prescribed to the employee or prescriptions taken other than in accordance with the prescribed directions of a physician is prohibited on Williamson County premises.
4. Employees who violate this policy are subject to appropriate disciplinary action including immediate termination.

5. This policy applies to all Williamson County employees who currently hold a Commercial Drivers License for use in Williamson County employment, regardless of position and includes all temporary and part-time employees. This policy also applies to all employees who drive a Williamson County vehicle in the regular performance of their job duties.

Definitions

1. WILLIAMSON COUNTY PREMISES – All Williamson County property including buildings (owned or leased), parking lots, vehicles, equipment, or lockers.
2. WILLIAMSON COUNTY PROPERTY – All Williamson County owned or leased property used by employees such as vehicles, lockers, desks, closets, rest rooms, etc.
3. CONTROLLED SUBSTANCE – Mind altering and/or addictive substances included under the provisions of the United States Government’s Controlled Substance Act of 1970, as amended. Examples include, but are not limited to:
 - a. Opiates (e.g., marijuana, codeine, methadone)
 - b. Cocaine
 - c. Cannabinoids (e.g., marijuana, hashish)
 - d. Amphetamines
 - e. Barbiturates
 - f. Other narcotics and hallucinogens (e.g., phencyclidine (PCP), Methaqualone (Quaalude), peyote (LSD)).
 - g. Benzodiazapines (e.g., Valium, Librium)
 - h. Alcohol
4. DRUG – A drug is any chemical substance that produces a physical, mental, emotional, or behavioral change in the user
5. DRUG PARAPHERNALIA – Equipment, a product or material that is used or intended for use in concealing an illegal drug or for use in injecting, ingesting, inhaling or otherwise introducing into the human body an illegal drug or controlled substance.
6. FITNESS FOR DUTY – To work in a manner suitable for the job. To determine “fitness”, a medical evaluation will include drug and/or alcohol testing.
7. ILLEGAL DRUG - an illegal drug is any drug or derivative thereof which the use, possession, sale, transfer, attempted sale or transfer, manufacture or storage of is illegal under any federal, state, or local law or regulation of any other drug, including, but not limited to, a prescription drug, used for any reason other than legitimate medical reason and inhalants used illegally.
8. REASONABLE CAUSE/REASONABLE SUSPICION - Supported by evidence strong enough to establish that a policy violation has occurred.

9. UNDER THE INFLUENCE – The state of having a blood alcohol concentration of 0.01 or more or evidential breath testing for alcohol concentration of .02 or greater; or the state of not having normal use of mental or physical faculties resulting from the voluntary introduction into the body of any alcoholic beverage or controlled substance.

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10. TESTING – Is generally defined as a urine, blood, or breath test to determine chemical or drug content. Testing can occur in the following instances:

- a. Pre-employment process.
- b. Random selection.
- c. Reasonable cause to suspect use.
- d. Injury involving employee(s) causing or contributing to the injury.
- e. On the job accident.

Testing results will remain confidential.

11. NEGATIVE TEST RESULTS – “Negative Test” results are results that indicate no alcohol or drugs in the employee’s system other than properly used prescription medication.

General Policy Provisions

Any of the following actions constitutes a violation of the Policy and may subject any employee to disciplinary action to include immediate termination.

1. Using, selling, purchasing, transferring, possessing, manufacturing, or storing any illegal drug or drug paraphernalia, or attempting or assisting another person to do so, while in the course of employment or engaged in a Williamson County sponsored activity, on premises, in owned, leased or rented property, or on official business for Williamson County.
2. Working or reporting to work, conducting County business or being on County premises or in a County-owned, leased or rented vehicle while under the influence of an illegal drug, alcohol or in an impaired condition.
3. Switching, adulterating, or attempting to tamper with any sample submitted for medical testing, or otherwise interfering or attempting to interfere with the testing process.

Preventative Acts

1. Employees taking drugs prescribed by their attending physician must advise their Department Head in writing of the possible side effects of such medication regarding their job performance and physical/mental capabilities. This written information must be kept confidential. All prescription drugs must be kept in the original container.
2. Any employee involved in a work related accident where alcohol or drugs are believed to be a contributing factor will be subject to an accident investigation and referred to a drug counselor.

Employee Assistance

1. Any employee who has an alcohol or drug problem should contact the Benefits Administrator or the Senior Director of Human Resources to obtain information on a leave of absence. Employees who

voluntarily enter into and participate in an approved alcohol or drug rehabilitation program will be eligible for unpaid leave for a maximum of 90 calendar days to enter such a program. Employees must explore options which minimize their time off from work and the County reserves the right to require periodic reports and/or testing as to the employee's progress and/or successful completion of the program. The time off will be without pay.

2. Employees should refer to the Third Party Administrator of Williamson County Health Benefits Program to determine whether the cost of the program they are entering will be covered under the Williamson County Health Benefits Insurance. Any expenses that are incurred and are not eligible for reimbursement under the Williamson County Health Benefits Program will be the sole responsibility of the employee.

3. An employee will not be disciplined because he or she requests to participate in a rehabilitation program. Participation within a program does not alter the at-will relationship that the County maintains with its employees or the County's right to discipline or terminate the employee for performance, misconduct, or violation of County Policy made know to the County independently from the employee's request for accommodation.

Applicant Testing

Refusal to give written consent for a drug screening test will disqualify the candidate from consideration for employment.

1. OBJECTIVES

To maintain the high professional standards of the County's workforce for employees holding a Commercial Drivers License, it is imperative that individuals who use illegal drugs be screened out during the initial employment process before they are placed on the employment rolls of the company. This procedure will have a positive effect by reducing instances of illegal drug use by the employees working within the County and will provide for a safer work environment. For these reasons, drug testing will be required of all applicants who hold a Commercial Drivers License for use with Williamson County.

2. VACANCY ANNOUNCEMENTS

Every vacancy announcement, for positions requiring a Commercial Drivers License, designated for applicant testing shall state:

"Any applicant tentatively selected for this position will be required to submit to a testing to screen for illegal drug use prior to employment."

In addition, each applicant will be notified that employment in the position will be contingent upon a negative drug test result. Failure of the vacancy announcement to contain this announcement will not preclude the applicant testing if advance written notice is provided to applicants in some other manner.

3. CONSEQUENCES

Williamson County will decline to extend a final offer of employment to any applicant with a verified positive test result, and such applicant will not be reconsidered for employment by the County for a period of one year. The Human Resources Department working on the applicant's file shall be directed to object the applicant on the basis of failure to pass the physical, a lack of personal characteristics necessary to relate to public employment or a failure to support the goals of the County. The County shall inform the applicant that a confirmed presence of an illegal drug in the applicant's urine precludes the County from hiring the applicant.

EMPLOYEE TESTING

Refusal by an employee to submit to screen testing will be considered cause for discharge.

1. OBJECTIVE

Williamson County's objective is to provide a safe, drug-free environment for employees.

2. WHEN

- a. POST ACCIDENT – Conducted after accidents on employees whose performance could have contributed to the accident and for all fatal accidents.
- b. REASONABLE SUSPICION – Conducted when a trained supervisor or County official observes behavior or appearance that is characteristic of drug or alcohol misuse. When, as determined by the immediate supervisor or County official that reasonable grounds exist to believe that an employee is impaired or an employee's unsatisfactory behavior or job performance suggest to management that substance abuse may be a contributing factor, the County reserves the right to require an immediate fitness for duty examination such as a medical evaluation including drug and/or alcohol testing. Refusal to participate in such an evaluation shall be considered equivalent to a positive result and shall result in immediate dismissal.
- c. RANDOM – Conducted on a random unannounced basis just before, during or just after performance of safety-sensitive functions. The employees will be selected on a random basis. The testing times and dates are unannounced and are with unpredictable frequency throughout the year. Each year, the number of random tests must equal at least 50% of the Commercial Drivers License holding employees. Some employees may be tested more than once in a year. Once notified for selection, however, an employee must report to a collection site to accomplish the specimen collection for drug/alcohol testing.
- d. RETURN-TO-DUTY AND FOLLOW-UP – Conducted when an employee who has violated the prohibited drug/alcohol conduct standards returns to performing safety-sensitive duties. Follow-up tests are unannounced and at least six (6) tests will be conducted during the first twelve (12) months after return to duty. Follow-up testing may be extended for up to sixty (60) months following return to duty.

3. CONSEQUENCES

A positive test shall mean either the presence of a drug and/or alcohol. Sample testing procedures shall conform to Department of Health and Human Services (DHHS) certified and monitored laboratories before the test may be used as a basis for any action. Both screening and confirmatory testing will follow the guidelines adopted by the DHHS.

- a. When a screen test is positive for the first time but no evidence of drug or alcohol use on the job exists, the employee will be suspended with pay until all County required testing and treatment is completed. The employee will be required to obtain a written evaluation for drug abuse from a recognized professional and or institution at the employees own expense. If there is evidence of drug or alcohol use on the job, the employee may be disciplined or discharged and will not be eligible for reinstatement.
- b. To be reinstated to a job, an employee must have a signed release from a medical doctor stating that they are fit for work. The employee must submit to another screen test and have a negative result within six (6) weeks from the date they were suspended; otherwise, they will be discharged. The County will decide when the test shall be administered. Before the employee returns to work, they will be required to sign a reinstatement agreement that states under what conditions the employee will be reinstated and that random drug testing may be conducted for one year.
- c. An employee who has been suspended for a positive drug or alcohol test and is allowed to return to work will be immediately discharged for a positive result on any confirmatory drug or alcohol test.

4. POLICY PARAMETERS

- a. For confidentiality, only department heads or County officials who have a need to know will be furnished information regarding positive results of fitness for duty examinations. Employee's privacy will be protected and the employer, without exception, will punish any breach of the workers' privacy and confidentiality.
- b. The County will use only laboratories that are certified under appropriate federal and/or state regulations. The laboratories will follow the guidelines adopted by the United States Department of Health and Human Services for workplace drug testing.
- c. The employee will provide a specimen in a location that affords privacy and the "collector" seals and labels the specimen, completes the chain of custody documents, and prepares the specimen and accompanying paperwork for shipment to a drug testing laboratory. The specimen collection procedures and chain of custody ensure that the specimen's security, proper identification and integrity are not compromised. The Omnibus Act requires all specimens be split

into two bottles labeled “primary” and a “split” specimen. Both bottles are sent to the laboratory. Only the primary specimen is opened and used for urinalysis. The split specimen remains sealed and stored at the lab. If the analysis of the primary specimen confirms the presence of illegal, controlled substances, the employee has seventy-two (72) hours to request the split specimen be sent to another approved DHHS certified laboratory for analysis. This split specimen procedure provides the employee with an opportunity for a “second opinion”. Only conclusive results are to be reported to the County. Both tests must be positive or the results are considered to be inconclusive.

Supervisory and Employee Training

Supervisors will receive training regarding the Drug and Alcohol Policy. All employees who are included under this policy will receive a copy of the Drug and Alcohol Policy.

Disciplinary Action

Any employee suspected of violating this Policy will be immediately suspended without pay pending a complete investigation. During the course of the investigation, the suspected employee shall have the opportunity to provide an explanation. In the event that a determination is made by the County that the employee has violated this Policy, the employee shall be immediately terminated. Should a determination be made that the employee made no violation the employee will be reinstated without penalty.

Coordination with Law Enforcement Agencies

(Revised 10/26/2010 Correct misspelled word)

The sale, use, purchase, transfer or possession of an illegal drug or drug paraphernalia is a violation of the law. Williamson County will report information concerning possession, distribution, or use of any illegal drugs to law enforcement officials. Any search and seizure will be conducted by the contacted law enforcement agency. Williamson County will cooperate fully in the prosecution and/or conviction of any violation of the law.

Reservation of Rights

Williamson County reserves the right to interpret, suspend, cancel or dispute, with or without notice, all or any part of this policy, or procedures or benefits discussed herein. Employees will be notified before implementation of any change.

Although adherence to the Policy is considered a condition of continued employment, nothing in this Policy alters an employees’ status and shall not constitute or be deemed a contract or promise of employment. Employees remain free to resign their employment at any time for any reason, without notice, and Williamson County retains the right to terminate any employee at any time, for any reason, with or without notice.

Other Laws and Regulations

The provisions of this Policy shall apply in addition to, and shall be subordinated to, any requirements imposed by applicable federal, state or local laws, regulations or judicial decisions. Unenforceable provisions of this Policy, as imposed by applicable law, shall be deemed to be deleted.

Sexual Harassment Policy

1. The Equal Employment Opportunity Commission has issued guidelines, which state that sexual harassment is a form of sex discrimination and is an unlawful employment practice in violation of Title VII of the Civil Rights Act of 1964. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when;
 - a. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
 - b. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
 - c. such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile, or offensive work environment.
2. Examples of unwelcome conduct may include the following:
 - a. Touching, advances, or propositions;
 - b. Verbal abuse of a sexual nature;
 - c. Graphic or suggestive comments about an individual's dress or body;
 - d. Sexually degrading words to describe an individual;
 - e. The display in the workplace of sexually suggestive objects or pictures, including nude photographs.
3. Williamson County strongly condemns sexual harassment in any County office or department. Each official, department head, supervisor, and employee has the responsibility to maintain a work environment free of such harassment and to report or complain about it as soon as possible. This responsibility includes dealing with sexual harassment that involves a non-employee on County premises. Officials and employees involved in a sexual harassment situation are required to cooperate in any investigation that occurs.
4. Employees who believe they have been sexually harassed should report their complaint immediately, verbally to any one of these individuals:
 - a) your supervisor;

- b) the next level of management above your supervisor (elected official or department head);
- c) The Senior Director of Human Resources.

The complaint should at least outline:

- a) What took place
- b) Who was involved
- c) Names of any witnesses, and
- d) What the complainant's expectations are for resolution. **All complaints will be investigated.**

They can come directly to the Senior Director of Human Resources if circumstances within the employee's department or other factors prohibit a reasonable attempt at an informal resolution of the problem. It should be understood that Human Resources will reverse coordinate as part of the investigation process.

5. All complaints received by any elected official, department head, or supervisor must be immediately reported to the Senior Director of Human Resources. The Senior Director of HR will inform the Commissioner's Court of all complaints and will coordinate with the appropriate personnel as part of any investigation. Prompt reporting is very important. Confidentiality will be maintained to the extent possible, and participants in any investigation will be instructed not to discuss the subject. If a complaint is presented, retaliation against the employee is prohibited.

5. Sanctions against offending officials, department heads, supervisors, and employees may include, but are not limited to, consultation with superiors, reprimands, transfers, suspensions, demotions, dismissals, or referrals to appropriate enforcement agencies or officials.

Safe and Respectful Workplace Policy

1. It is the policy of Williamson County to promote a safe and respectful environment for its employees. The County will work with officials, department heads, and their employees to maintain a work environment that is free from violence, threats of violence, harassment, intimidation, and other disruptive behavior.

2. Violence, threats, harassment, intimidation, and other disruptive behavior in our workplace will not be tolerated; that is; all reports of incidents will be taken seriously and will be dealt with appropriately.

3. Examples of such behavior include **but are not limited to** the following:

- a. Carrying unauthorized weapons on county premises;
- b. Physical assault of any person on county premises;
- c. Oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm or harassment;

4. Employees who violate this policy will be subject to removal from the premises or immediate disciplinary action, possibly including dismissal from employment, as well as criminal

prosecution, if warranted. Members of the general public exhibiting violent or threatening behavior will be subject to removal or legal action, as appropriate.

5. Officials, department heads, supervisors, and other employees must report any violent, harassing, intimidating, or other disruptive behavior, or the presence of weapons, at once. Recognizing early signs of workplace violence is extremely important in preventing it.

6. **Direct threats, violent actions, or reports of weapons on County premises** must be reported at once by calling 911 or according to the security procedures defined within the specific department.

Actual injuries must be reported immediately to 911.

7. **Indirect threats** or other potentially violent behavior, including “jokes” with hints of violence, should be reported to the official or department head, who then should contact the County Attorney at 943-1111 or the Senior Director of Human Resources at 943-1533. When in doubt as to whether a situation justifies calling for immediate law enforcement assistance, employees should go ahead and contact the sheriff or 911 as appropriate.

8. Dismissals and other disciplinary action associated with this policy may be implemented in the presence of a law enforcement officer. Employees dismissed or suspended in violation of this policy may be required to remove their personal belongings and return keys or other County property immediately following the disciplinary action.

9. Employees dismissed or suspended in accordance with this policy may be barred from County premises and should receive a notice in writing to this effect. The notice should be given to the employee in the presence of a law enforcement officer.

10. The notice barring the employee from County premises should also state that future communications from the employee must be directed only to the Senior Director of Human Resources at 943-1533.

Employees with questions about this policy may contact the Senior Director of Human Resources at 943-1533 or the County Attorney at 943-1111.

Workplace Safety and Security Policy

PROTECTING THE PUBLIC - PROTECTING OURSELVES

WORKPLACE VIOLENCE

1. 2 million acts of workplace violence occur each year, with annual cost of \$36 billion.
2. Homicide is the No. 1 cause of death for women at work.
3. There is an average of 1,000 total workplace homicides a year.
4. There are 1,875,000 assaults a year, 87,000 robberies, and 50,500 sexual assaults and rapes.

BE ALERT TO WARNING SIGNS

1. Use of alcohol or drugs
2. Loud, aggressive, argumentative behavior
3. Can be described as a loner
4. Holds grudges, hypersensitive to criticism
5. Bad attitude, lying, untrustworthy
6. Sudden or dramatic mood changes
7. Personal hardship—divorce, death, arrests
8. Mental health issues—depression, anger
9. History of violence
10. Verbal threats or abuse

COUNTY POLICY

1. No unauthorized weapons, no physical assaults, no threatening words or gestures will be tolerated in the workplace.
2. If you witness or experience violent actions, injuries, physical contact, weapons—CALL 911 or your building security.
3. If you witness or experience indirect threats or “jokes,” call HR or County Attorney.
4. Employees, others may be barred from premises when there is an act or threat of violence.

FIRE!

1. If you see smoke or fire, yell “Fire! Fire! Fire!”
2. Activate the alarm to trigger an evacuation.
3. All but emergency personnel must leave.
4. Close doors to seal off fire if you have time. Do not lock.
5. Do not stop evacuation if alarm stops sounding.

EVACUATION PROCEDURES

NEVER USE ELEVATORS—The dept. liaison will know the best evacuation route; use stairs and ground-level exits or consult posted evacuation plan.

1. Go to designated “rally point” outside building for head count—dept. liaison will have an up to date roster.
2. Call 911; use fire extinguishers or hoses if necessary for safe exit.
3. Fire extinguishers are located by most exit doors.

Notify firefighters immediately if you suspect someone remained in building.
4. Do not return to the building unless fire and emergency officials have declared it safe.
5. Do not leave the rally point until you are released.
6. If you have another emergency, be sure to notify official in charge, who may allow you to leave.

TORNADOES—COMMUNICATION

1. County 911 center receives reports from field.
2. County 911 notifies County Judge, PIO, and HR when a tornado has been sighted—also notifies 24 x 7 contacts.
3. PIO notifies all email users, including dept liaisons.
4. Offices and departments monitor weather on weather radios and on internet.
5. Offices and departments will purchase weather radios and have them on at all times and set so that warning alarm goes off.

TORNADOES—RESPONSE

1. Tornado “Watch”—This means that conditions could develop into a threat but there has been no actual sighting; monitor on radio and internet.
2. A “Warning”—This means a tornado is occurring or has been sighted in the area.
3. “Warning” action—If the siren is on or a tornado is close, go to “Safe Area”; otherwise monitor the weather and wait for instructions.

MOVE TO SAFE SITE IN BUILDING

1. Alert everyone; use up to date personnel roster.

2. Take battery radio, flashlight, and roster to safe site.
3. Close the doors when you leave.

WHILE IN SAFE SITE

1. Check personnel roster; call 911 or security if someone is missing.
2. Use the battery radio to monitor tornado activity.
3. Do not the leave safe site until "All Clear" sounds.
4. If there are injuries, call 911.

SEVERE WEATHER CLOSINGS

1. 911 and OEM/EMS monitor ice, snow, and severe storms.
2. These are the criteria for closing: field reports, forecasts, major ISD closings, other governmental closings.
3. The OEM/EMS Director will contact the county judge, and make recommendation based on above criteria.
4. County Judge will make the decision and call 911 & PIO.

PUBLIC INFORMATION

1. If the decision is made at night or early in the morning, the PIO will list the information on the web page and record a voicemail for County employees; the PIO will also notify the media.
2. Information will be made available by 6 a.m.
3. If the decision to close occurs during normal business hours, PIO will notify offices and departments, and the media.

ALL BUILDINGS OPEN OR CLOSED

1. County Judge's decision will be that all buildings are open or all buildings are closed--public and employees get only one message.
2. Exception: essential personnel must report.
3. Offices that differ with decision will have to notify their own employees and will be responsible for opening and closing buildings.

ESSENTIAL PERSONNEL

1. LAW ENFORCEMENT, CORRECTIONS
2. EMS
3. 911 DISPATCH
4. JUVENILE ACADEMY AND DETENTION
5. DEPARTMENT OF INFRASTRUCTURE TECHNOLOGY SERVICES
6. EMPLOYEES DESIGNATED BY DEPARTMENT HEAD
7. EMPLOYEES IN OTHER OFFICES THAT ARE OPEN

1.

INJURIES AND HEALTH EMERGENCIES

2. Always call 911 if there is an injury or health emergency (heart attack, choking, severe asthma, serious fall, etc.).
3. The county phone system will be modified to show origin/location of the call in order to provide specific information to emergency personnel.
4. County buildings will have AED (automated external defibrillation) units and first-aid kits.
5. Some employees will receive first-aid and AED training; their names will be given to offices and departments.

ACCIDENT/INJURY FOLLOW-UP

1. Injured employees or their supervisors will submit a TWCC-1 to HR immediately after the incident (first report of injury or illness).
2. The employee or supervisor will complete an Accident Investigation Report and submit it to HR.
3. If an incident involves a visitor, the County employee on hand at the time of the incident will fill out and submit a Visitor Incident Report to HR.

BOMB THREATS

1. If the threat is by phone...
 - a. Try to remain calm and ask co-worker to notify 911.
 - b. Do not active fire alarm!
 - c. Write down caller ID if it is displayed.
 - d. Write down exact time of call.

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<#>¶
<#>All essential personnel who do not work during the weather closing must notify their supervisors. They will be paid, required to use leave, or placed on leave without pay, at the discretion of the official/departement head. ¶

<#>¶
<#>Employees who are not essential should not place themselves or the public at risk by coming to work. If they voluntarily do so, they will not be granted EP leave or receive other compensation.¶

<#>¶
<#>All full-time, non-essential employees scheduled to work on a day when their office or department is officially closed will be paid.¶

<#>¶
<#>All full-time, non-essential employees who do not work on days when their office or department is officially open may be paid, or required to use leave, or placed on leave without pay, at the discretion of the official or department head.¶

<#>¶
<#>Regular, part-time employees working at least 20 hours per week will be paid for weather closings that occur on a scheduled work day.¶

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- e. Write down exact words of the caller.
 - f. Ask when bomb is going to explode.
 - g. Ask where the bomb is.
 - h. Ask what the bomb looks like.
 - i. Ask what kind of bomb it is.
 - j. Ask what will cause it to explode.
2. Ask if caller placed the bomb.
 3. Ask why caller placed the bomb.
 4. Ask where caller is calling from.
 5. Ask for caller's address and then name.

CALLER CHARACTERISTICS

VOICE

1. Is the voice calm, disguised, nasal, slow, deep, lisp, rapid, deep,
2. giggly, crying, squeaky, excited, stressed, accented,
3. loud, slurred, normal?
4. Is the voice familiar?
5. Who or what does it sound like?

CALL BACKGROUND

1. Note background noise—radio, TV, equipment, trains, planes.
2. Note other voices, note names, if spoken.
3. Listen for static, interruptions; does it sound like a cell phone?

WRITTEN THREATS

1. DO NOT HANDLE PAPER ANY MORE THAN IS NECESSARY!!
2. All bomb threats--Call 911.
3. Do not activate the fire alarm for bomb threats—a controlled evacuation with limited contact is the safest course.
4. Try to identify those who have touched items.
5. Carefully place items in large envelope and protect them from contamination.

SUSPICIOUS PACKAGES

1. WARNING SIGNS:
 - a. Powdery substance;
 - b. Oily stains, odor;
 - c. Excessive packaging material—tape, string, etc.;
 - d. Excessive weight.
2. CALL 911.
3. DO NOT TOUCH.
4. DO NOT SHAKE OR EMPTY CONTENTS.
5. DO NOT TAKE TO ANOTHER AREA.
6. PUT ON STABLE SURFACE IF YOU HAVE PICKED IT UP—THEN WASH YOUR HANDS.
7. SECURE ROOM AND TURN OFF HVAC.
8. MAKE A LIST OF ALL WHO HAVE TOUCHED IT.
9. DO NOT USE THE FIRE ALARM—CONTROLLED EVACUATION IS THE KEY.
10. ALL PERSONS MUST LEAVE THE ROOM AND REMAIN IN THE ISOLATION AREA UNTIL RELEASED; NO PHYSICAL CONTACT WITH OTHERS.

CONCLUSION

1. All offices and departments must have safety liaison who is responsible for following:
2. Having a copy of safety procedures;
3. Maintaining a current roster of employees;
4. Maintaining the radio, flashlight, and first-aid kit;
5. Knowing safe areas inside the building, evacuation routes, and rally points outside of building, and posting information in an accessible place;
6. Assisting disabled employees and directing the public.
7. Knowing building personnel trained in CPR/AED operation and first-aid.

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Williamson County Tobacco- Free Work Place Policy For All Williamson County Employees

Williamson County adopts the following Tobacco-Free Work Place Policy in conjunction with its 1994 Wellness Program.

Purpose

Williamson County acknowledges that there are studies by the Surgeon General of the United States, the National Academy of Sciences, and other health organizations which link passive exposure to tobacco smoke, referred to as secondhand smoke, to a variety of negative health conditions. Williamson County also recognizes that tobacco use is one of most preventable causes of life-threatening diseases; therefore, it is Williamson County's responsibility to establish a tobacco-free work environment for our employees.

The objective of this policy is to develop a tobacco-free work place for all employees to perform their job duties and to protect the health and welfare of those employees.

Policy

1. Williamson County adopts this policy prohibiting smoking or use of any Tobacco Product on Williamson County Premises, as defined below.
2. Employees who violate this policy, including employees of elected officials are subject to appropriate disciplinary action. The disciplinary actions for employees of the Williamson County Commissioners Court shall be as follows:
 - a. A written formal warning for the first and second violations;
 - b. On the third violation, the employee can either be suspended for (5) five work days with no pay or can be terminated.
3. This policy applies to all Williamson County employees, regardless of position and includes all temporary and part-time employees.
4. This policy shall become effective as of October 1, 2010. Employees who are employed as of the effective date will be notified of changes in this policy. Employees will also be informed of Williamson County's Tobacco Cessation Programs, when available. All future applicants for employment by Williamson County will also be notified of the Tobacco Use Policy and the possible availability of smoking cessation classes.

Definitions

1. Williamson County Premises: Except for premises that are otherwise specifically excluded herein below, Williamson County Premises shall mean and include all Williamson County Offices; all buildings leased or owned by Williamson County; the attached protective coverings, the entrances, exits or other parts of such buildings; interior spaces of Williamson County owned or rented vehicles; and all exterior properties owned or leased by Williamson

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County, including the grounds, parking lots and garages and sidewalks that are situated on Williamson County property.

2. **Williamson County Offices:** Any enclosed area which employees normally frequent during the course of employment, including but not limited to work areas, employee lounges, employee restrooms, conference rooms, and private offices.
3. **Tobacco Use:** Tobacco Use shall mean and include the lighting, holding, carrying of, inhaling and exhaling of the smoke of a tobacco product, which includes but is not limited to the carrying or holding of a lighted pipe, cigar or cigarette or any other lighted smoking equipment or device. Tobacco Use shall also mean the oral use of any type of Tobacco Product.
4. **Tobacco Product:** The product derived from the dried leaves of any one of the various species of Nicotine, including but not limited to the species Nicotine Tabacum, the broad leafed American plant, which is utilized for smoking, dipping and/or chewing.

Reservation of Rights

Williamson County reserves the right to interpret, suspend, cancel or dispute, with or without notice, all or any part of this policy or procedures discussed herein. Employees will be notified before implementation of any change.

Nothing in this policy alters an employee's at-will employment status and shall not constitute or be deemed a contract or promise of employment at any time for any or no reason, without notice, and Williamson County retains the right to terminate any employee at any time, for any reason, with or without notice.

Other Laws and Regulations

The provisions of this policy shall apply in addition to, and shall be subordinate to any requirements imposed by applicable federal, state or local laws, regulations or judicial decisions. Unenforceable provisions of this policy, as imposed by applicable law, shall be deemed to be deleted.

Excluded Premises

The only excluded premises from this policy shall be County roads within Williamson County, sidewalks that are adjacent to public streets or sidewalks that are not owned by Williamson County, parks that are owned, operated and/or managed by Williamson County, the Central Texas Treatment Center located in Granger, Texas, and the Williamson County Jail where inmates are housed. The Sheriff and CSCD Director may impose their own restrictions within the confines of only the Williamson County Jail and the Treatment Center. However, this policy will include and apply to all Williamson County Sheriff and CTTC employees.

Tobacco Use by the Public

Except for premises that are otherwise specifically excluded herein above, smoking or the use of any Tobacco Product by any member of the public shall also be strictly prohibited on Williamson County Premises. Signs will be posted on all Williamson County Premises that explain the policy. This policy will also be posted on Williamson County's website.

Solicitation

Persons not employed by Williamson County may not solicit or distribute literature in the workplace at any time for any purpose. Williamson County recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch breaks, work breaks or any other periods in which employees are not on duty.) In addition, the posting of written solicitations is limited to County bulletin boards and is restricted. You should check with your department head or elected official for approval. Solicitations using electronic systems including County email are prohibited and subject to the Electronic Systems Use Policy. If you experience any problems, please contact Human Resources.

Use Of Social Media

While Williamson County encourages its employees to enjoy and make good use of their off-duty time, certain activities on the part of employees may become a problem if they have the effect of impairing the work of any employee; harassing, demeaning, or creating a hostile working environment for any employee; disrupting the smooth and orderly flow of work within the County; or without reasonable cause (such as, for example, when in the role of a private citizen, speaking out on matters of public concern or reporting illegal activity), harming the reputation of Williamson County among County taxpayers or in the community at large. In the area of social media (print, broadcast, digital, and online), employees may use such media in any way they choose as long as such use does not produce the adverse consequences noted above. For this reason, employees are reminded that the following guidelines apply in their use of social media, both on and off duty:

1. If an employee publishes any personal information about themselves, another employee of Williamson County, applicants or an associate of Williamson County in any public medium (print, broadcast, digital, or online) that:
 - a. has the potential or effect of involving the employee, their co-workers, or Williamson County in any kind of dispute or conflict with other employees or third parties;
 - b. interferes with the work of any employee;
 - c. creates a harassing, demeaning, or hostile working environment for any employee;
 - d. disrupts the smooth and orderly flow of work within the office, or the delivery of services to Williamson County's taxpayers or customers;
 - e. harms the reputation of Williamson County among its taxpayers or in the community at large;
 - f. states falsities or is slanderous about the County;
 - g. reveals information that should be treated as confidential;

The employee(s) responsible for such problems will be subject to counseling and/or disciplinary action up to and potentially including termination of employment, depending upon the circumstances.

“Personal information” means personal identifying information (Social Security Number, Drivers License number, home address and phone number, personal cell phone number, names of family members or information indicating the person’s family members or their home address(es) or home and personal cell phone numbers, or other information recognized as being confidential by law) and/or information regarding the personal or private conduct and affairs of that person and interaction with other people that is unrelated to the person’s job performance or official duties for Williamson County. Personal information does not include information or comments regarding conduct or facts related to job performance or performance of official duties and/or information that might be of public concern, or constitute information regarding illegal activity.

2. No employee of Williamson County may use County equipment or facilities for furtherance of non-work-related activities or business.

3. Employees who conduct themselves in such a way that their actions and relationships with each other could become the object of gossip among others in the office, or cause unfavorable publicity for Williamson County in the community, should be concerned that their conduct may be inconsistent with one or more of the above guidelines.

In such a situation, the employee involved should request guidance from their supervisor to discuss the possibility of a resolution that would avoid such problems. Depending upon the circumstances, failure to seek such guidance may be considered evidence of intent to conceal a violation of the policy and to hinder an investigation into the matter.

4. Should an employee decide to create a personal blog, be sure to provide a clear disclaimer that the views expressed in the blog are the author’s alone, and do not represent the views of Williamson County.

5. All information published on any employee’s blog(s) should comply with Williamson County confidentiality and disclosure policies. This also applies to comments posted on other social networking sites, blogs and forums.

6. Be respectful to Williamson County, co-workers, taxpayers, associates and be mindful of your physical safety when posting information about yourself or others on any forum. Social media sites are not an appropriate forum for venting personal complaints about supervisors or co-workers. Describing intimate details of your personal and social life, or providing information about your detailed comings and goings might be interpreted as an invitation for further communication or even stalking and harassment that could prove dangerous to your physical safety.

7. Personal social media activities should never interfere with work commitments and should not be conducted while at work.

8. Your online presence can reflect on Williamson County. The lines between public and private, personal and professional information are blurred in this context. Be aware that your comments, posts, or actions captured via digital or film images can affect the image of Williamson County. If you are posting to personal networking sites and are speaking about job related content or about the County, identify yourself as a County employee and use a disclaimer and make it clear that your views are not reflective of the views of County (ex. "The opinions expressed on this site are my own and do not necessarily represent the views of Williamson County".)

9. Be aware that if you access and post on personal social media sites using County equipment, that any such information could be subject to the Texas Open Records Act and information, sites accessed, or usage may be disclosed to the public as the result of a proper request.

Again, any violations of this policy are subject to disciplinary action.

Outside Employment

Employees may be employed in any capacity in a business, trade, occupation, or profession, at any time other than scheduled hours they are working for the County, as long as such employment does not violate state laws concerning abuse of office or employment, does not interfere with their normal duties, and does not constitute a breach of ethics or conflict of interest.

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Political Activity

1. Employees are encouraged to vote and to exercise other responsibilities of citizenship consistent with state and federal law and these policies. Employees are not required to contribute to any political fund or render any political service to any person or party. No employee will be dismissed, suspended, demoted, or otherwise prejudiced for refusing to do so. An employee may not:

- a. Use his or her official authority or influence to interfere with or affect the result of an elections or nomination for office; or
- b. Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political purpose.

2. County employees, except elected officials, may not participate in political activities while on County duty. Employees are expected to remove County uniforms and identification before participating in a political activity. In addition, no County-owned property, vehicle, building, and/or office may be used for displaying campaign materials or for conducting any partisan political activity. This section does not apply to the use of the Courthouse, Courthouse grounds or County buildings when used for the purpose of political announcements approved by Commissioners' Court.

3. Any employee who is subject to the provisions of the federal Hatch Act may not be a candidate for elective office in a partisan election. County employees are subject to this additional

Hatch Act restriction if their principal employment is in connection with an activity which is financed in whole or in part by loans or grants made by the federal government.

4. An employee's political activity, which is not in violation of this section, will not be considered in determining his or her compensation, eligibility for promotion or demotion, work assignment, leave or travel request, or in applying any other employment practices to the employee.

Retaliation Prohibited By State Law

A state or local governmental body may not suspend or terminate the employment of, or otherwise discriminate against, a public employee who reports a violation of the law to an appropriate law enforcement authority, if the report is made in good faith.

Employee Termination / Separation

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The employee termination date for an employee who is terminating employment with Williamson County will be their last date of active duty in person at his/her usual and customary place of work unless they are on paid administrative leave pending an investigation. If they are on paid administrative leave pending an investigation, their last date of active duty will be the date upon which a final determination decision was made following the investigation. Any accrued vacation or comp time balances remaining for the employee as of their last date of active duty will be paid in a lump sum to the employee on their final pay check. A terminated employee's final paycheck is processed in the pay period which includes their termination date.

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1. It shall be the responsibility of each departing employee, whether or not the departure is voluntary, to meet with the appropriate representative of the Human Resources Department to complete forms and submit keys and other materials or information required by the County. The Human Resources Department will also provide the departing employee with information about retirement and deferred comp plans, as applicable, and payment of accrued leave, if any. The departing employee shall inform the Human Resources Department of the employee's computer user identification or password and any other computer-related information considered important by the County.
2. The departing employee may also discuss insurance issues and the possible extension of benefits.
3. Employees must return all Williamson County property immediately upon request or upon termination of employment. Employees are responsible for items issued to them by Williamson County or in their possession or control. Any items not returned will be documented and the stated value of the item will be deducted from the employee's last paycheck. Item values are defined in the Williamson County Fixed Assets Policy.
4. All terminating or retiring employees will receive a paper paycheck for their final pay. Final pay is not available by direct deposit. A final paycheck will be mailed on the pay date to the employee's address on record in the payroll system and cannot be picked up in person.

Employees are encouraged to submit an address change notice to the Human Resources Department, if necessary, to ensure prompt receipt of the employee's final pay.

5. Employees terminated for a violation of the Safe and Respectful Workplace policy shall contact the Human Resources Department by phone or mail.

Serious Diseases or Disabilities

1. Employees with serious diseases or disabilities are encouraged to notify their supervisors and the Human Resources Department when adverse health conditions may affect their ability to perform their jobs, pose a threat to other employees or to the public, or require possible accommodation by the County.
2. A doctor's certification may be necessary to determine an employee's eligibility for continued employment or to determine what type of accommodation may be appropriate.
3. Access to medical information and records will be restricted according to practical and legal requirements.
4. Employees who have concerns about working with other employees who have serious illnesses or disabilities should bring those concerns to the attention of their supervisors or contact the Human Resources Department.
5. Related decisions may be based on prevailing laws and/or regulations and on reasonable medical judgments as to the nature, duration, and severity of any risks and/or the probability of harm or disease transmission.
6. Discrimination against employees or applicants because of physical or mental disabilities is prohibited by the Americans with Disabilities Act and/or Chapter 21 of the Texas Labor Code.

Williamson County Public Safety Technology Program Mobile Internet Access Policy

Objectives

The software and systems that are part of the County's Public Safety Technology Program (PSTP) deal with sensitive data used by many agencies. The Technology Services Department has two objectives: (1) Secure, stable access to needed resources, and (2) protection of the County network and systems. These two objectives drive the need for the requirements and policies below.

Required Software

In order to access Williamson County resources (or hosted resources) as well as select internet sites, the use of NetMotion VPN software is required. In addition, anti-virus software that is compatible with NetMotion is required.

The ability of a user to turn off (or "bypass") the NetMotion software will depend on the department's configuration as agreed with the County Technology Services Department. The user will not be able to bypass NetMotion if it is not allowed by department policy. When in bypass mode, the user will not be able to use County resources including mobile data.

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Antivirus software is required to access County resources. Users without antivirus or those with out-of-date antivirus software or virus definition files will be denied access to County resources. The PSTP Antivirus Compatibility guide document provides a list of compatible software packages.

Internet Usage

The County's internet connection is designed for Mobile Data software, CAD, RMS, and work-related internet and intranet access.

Due to security and performance concerns, only Internet Explorer can be used for accessing internet and intranet websites. Other internet browsers such as Firefox or Chrome will not be allowed.

Because of the limited bandwidth and security concerns, personal browsing must be limited, as it may slow or even compromise the connection.

Website Categories

Certain categories of websites will be blocked from the mobile internet connection, including but not limited to:

- Sexual
- Gaming
- Tasteless & Offensive
- Illicit activity
- File hosting/downloading
- Video streaming

Social networking websites (i.e. Facebook, MySpace) will be allowed for the conducting of official business only. Usage will be flagged and the user will be warned that the access is limited to official use only.

Access to blocked websites must be requested through the department's designed point-of-contact with proper authorization according to department policy.

Additionally, the use of internet resources is guided by the County Electronic Systems Use Policy.

Other protocols/software

Software used as part of the PSTP (from SunGard, Firehouse, etc.), other business resources needed from mobile (i.e. credit card payment systems) or accessing legacy systems (i.e. MobileCop) will be allowed for legitimate business purposes.

Departments that require access to non-PSTP resources should provide a list of these resources to Technology Services.

Other protocols and software will be prohibited over this connection. These include:

- Chat, VoIP and IM clients
- Peer-to-peer
- FTP (unless for accessing agency data only)
- Gaming applications
- iTunes and other media streaming or sharing sites/applications.

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Department-Specific Additional Rules

Departments can set specific policies that further limit access for the entire department, groups, or individual users. This can be restricting all internet access, additional categories, or specific web sites. These must be agreed upon in writing with Technology Services.

Viruses/Malware

Computers found to have malicious software will, immediately upon discovery, be denied access to all internal and external resources. The computer, and possibly the user account, will be immediately quarantined. The quarantine will last until the computer is taken to Technology Services for repair.

Appropriate Use

Users who have engaged in an activity that is inconsistent with the County's Electronic Systems Use Policy may have their system, and possibly computer, access revoked.

Information Requests and Account Changes

Any request for access to a particular user's information must be approved by Human Resources if the matter is personnel-related. If any criminal matter is involved, the request for access to user information must originate with the investigating agency according to criminal investigation procedures and department policy.

If the agency does not use Williamson County Human Resources for personnel issues (i.e. they have their own HR department), Technology Services must have a written policy from the agency detailing who can request information on particular users.

The agency's Point-of-Contact will coordinate any requests for information or changes to user privileges with Technology Services staff.

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GRIEVANCE PROCEDURES

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1. It is the policy of the County, insofar as possible, to prevent the occurrence of grievances and to deal promptly with those which occur. No adverse action will be taken against an employee for reason of his or her exercise of the grievance right. However, it is not considered proper use if an employee raises grievances in bad faith or solely for the purposes of delay or harassment, or repeatedly raises unfounded grievances. Implementation of the grievance procedure by an employee does not limit the right of Williamson County to proceed with any disciplinary action, which is not in retaliation for the use of the grievance procedure. Information concerning an employee grievance is held in confidence.

2. A grievance (informal or formal) may be filed on one or more of the following grounds:

- a. Improper application of rules, regulations and procedures (but not the grievance rules, regulations and procedures themselves);
- b. Unfair treatment
- c. Unlawful discrimination based on race, religion, color, sex (including sexual harassment), age, disability, or national origin or other legally protected status;
- d. Improper application of fringe benefits; or
- e. Improper working conditions.

For procedures to be followed in the event of a grievance by an elected official see Chapter 149, Sec. 152.014 Local Government Code.

Informal Grievances

The first step in the grievance procedure is for the employee to attempt to resolve the grievance by informal conference with his or her supervisor. If this informal conference does not result in a resolution of the problem(s) that is satisfactory to the employee, he or she should file a formal, written grievance.

Formal Grievances

1. Formal grievances must be in writing, signed by the employee, and presented to the employee's supervisor within 10 business days after the alleged grievance occurred. A statement of the specific remedial action requested by the employee must be included in the written grievance. In the event that it would be inappropriate to address the grievance with the supervisor when the supervisor is the wrongdoer, the employee should go to the department head or elected official. If the department head or elected official is the wrongdoer in instances of harassment, retaliation or potential whistle blower activity, the employee should go to the Senior Director of Human Resources.

2. An employee may be represented throughout the grievance process by another County employee of his or her choosing provided that the employee chosen has not been an employee representative in any other grievance proceeding within the previous 12-month period.
3. After being presented with a written and signed grievance, the supervisor will 1) meet with the employee and such other persons as may be necessary to gather the facts; 2) immediately notify the department head and the Senior Director of Human Resources; 3) attempt to resolve the grievance with the employee and, if requested by the employee, with the employee's representative; and 4) communicate the decision in writing within 10 business days after receipt of the grievance, sending a copy of the proposed resolution to the elected official/department head and the Senior Director of Human Resources.
4. If an employee whose supervisor is not a department head, receives no written resolution from the supervisor within 10 business days from the date the grievance was filed, or is not satisfied with the proposed resolution, he/she must file a written appeal within 10 business days with the department head along with an information copy to the Senior Director of Human Resources. The department head will review the facts and the file, and will investigate the charges personally or through a designee. The person(s) conducting the investigation will meet with the parties involved. The department head will respond in writing to the employee within 10 business days of the date the appeal was received in the elected official's/department head's office.
5. If the department head is appointed by the Commissioners' Court, Juvenile Probation Board, or District Judges, and the employee either receives no written resolution from the department head within 10 business days from the date the grievance was appealed to the appointed department head, or if the employee is not satisfied with the appointed department head's proposed resolution of the matter, the employee must file a written appeal within 10 business days with the appropriate appointing authority (i.e., Commissioners' Court, Juvenile Probation Board, or District Judges through the Senior Director of Human Resources). The appropriate appointing authority will then review the facts and the file and conduct an investigation if deemed appropriate before rendering a decision in the matter. The appropriate appointing authority's decision is final. Longer intervals to facilitate investigation or fact finding on behalf of the County may be appropriate depending upon the grievance.

Summary of Grievance Procedure

1. Elected officials are the final appeal level for their respective departments. If the department head is hired by one of the appointing authorities above, the matter may be appealed to the appropriate appointing authority, through the Senior Director of Human Resources for processing. A decision by the proper appointing authority is final. Grievances are to be processed until the employee is satisfied, does not file a timely appeal (ten business days), or exhausts the right of appeal. A decision becomes binding on all parties whenever an employee does not file a timely appeal or when a decision is made in the final step and the right of appeal no longer exists. Williamson County may, at its discretion, refuse to proceed with any complaint it determines is improper under this policy.
2. This guidance does not alter the employment-at-will relationship in any way. Final decisions on grievances will not be precedent setting or binding on future grievances, unless they

are officially stated as County policy. When appropriate, the decisions will be retroactive to the date of the employee's original grievance.

LEAVE AND TRAVEL POLICIES

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Notification of Absences

1. Regular attendance is important to the overall operation of a department or office. If for any reason an employee is unable to report for work, he or she shall notify the immediate supervisor on the morning of the same day, unless extraordinary circumstances make notification impossible. If the supervisor is unavailable, then someone else in the office shall be notified. Notification does not necessarily excuse the absence. Failure to provide proper notification may result in suspension or other disciplinary action, up to and including dismissal.
2. If a department has a specific policy for notification of absences, that policy supersedes this statement.
3. Employees who are absent from work for three consecutive regular shifts without giving proper notice will be considered as having abandoned their jobs and voluntarily quit.

Vacation Leave

Any elected official's employees, and non-elected departments heads and employees, shall accrue vacation hours as follows:

FULL TIME EMPLOYEES VACATION ACCRUALS

	<u>0 to 5 Years of Service</u>	<u>5 to 9 Years of Service</u>	<u>10 + Years of Service</u>
<u>Pay Period Accruals</u>	<u>3 hours 5 minutes</u>	<u>4 hours 37 minutes</u>	<u>6 hours 10 minutes</u>
<u>Annual Accruals</u>	<u>80 hours (10 days)</u>	<u>120 hours (15 days)</u>	<u>120 hours (20 days)</u>
<u>Maximum Accruals and Carry Over Balances</u>	<u>80 hours</u>	<u>120 hours (20 days)</u>	<u>160 hours</u>

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PART TIME >=30 - VACATION ACCRUALS

EMPLOYEES WORKING GREATER THAN 30 HOURS BUT LESS THAN 40 HOURS PER WEEK

	<u>0 to 5 Years of Service</u>	<u>5 to 9 Years of Service</u>	<u>10 + Years of Service</u>
<u>Pay Period Accruals</u>	<u>2 hours 31 minutes</u>	<u>3 hours 23 minutes</u>	<u>4 hours 38 minutes</u>
<u>Annual Accruals</u>	<u>60 hours</u>	<u>90 hours</u>	<u>120 hours</u>
<u>Maximum Accruals and Carry Over Balances</u>	<u>60 hours</u>	<u>90 hours</u>	<u>120 hours</u>

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PART TIME >=20 - VACATION ACCRUALS**EMPLOYEES WORKING GREATER THAN 20 HOURS BUT LESS THAN 30 HOURS PER WEEK**

	<u>0 to 5 Years of Service</u>	<u>5 to 9 Years of Service</u>	<u>10 + Years of Service</u>
<u>Pay Period Accruals</u>	<u>1 hour 54 minutes</u>	<u>2 hours 18 minutes</u>	<u>3 hours 5 minutes</u>
<u>Annual Accruals</u>	<u>40 hours (10 days)</u>	<u>60 hours (15 days)</u>	<u>80 hours (20 days)</u>
<u>Maximum Accruals and Carry Over Balances</u>	<u>40 hours</u>	<u>60 hours</u>	<u>80 hours</u>

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EMS EMPLOYEES ON SHIFT WORK (48, 56, AND 64 HOUR SHIFTS) VACATION ACCRUALS

	<u>0 to 10 Years of Service</u>	<u>10 + Years of Service</u>
<u>Pay Period Accruals</u>	<u>5 hours 32 minutes</u>	<u>6 hours 27 minutes</u>
<u>Annual Accruals</u>	<u>144 hours (6 shifts)</u>	<u>168 hours (7 shifts)</u>
<u>Maximum Accruals and Carry Over Balances</u>	<u>144 hours</u>	<u>168 hours</u>
		<u>Once maximum accrual is reach, NO further vacation hours will accrue</u>

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EMS employees taking one shift off for vacation and requiring the use of vacation time will be guaranteed the following pay: those employees on a 48 hour shift, taking one shift off for vacation, will be guaranteed 48 hours of pay. Employees on a 56 hour shift, taking off one shift for vacation, will be guaranteed 56 hours of pay. Employees on a 64 hour shift, taking one shift off for vacation, will be guaranteed 56 hours of pay.

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Service Pay Period . . . Vacation
Accrual Accrual Allowed¶
 ¶
 0-5 . . . 3 hours 5 minutes . . . 80 hours
 (10days) . . . 80 hours¶
 ¶
 5-9 . . . 4 hours 37 minutes . . . 120 hours
 (15 days) . . . 120 hours¶
 ¶
 10+ . . . 6 hours 10 minutes . . . 160 hours
 (20 days) . . . 160 hours¶
 ¶
 . EMS 0-10 . . . 5 hours 32 minutes . . . 144
 hours (6 shifts) . . . 144 hours¶
 . ONLY . ¶
 . 10+ . . . 6 hours 27 minutes . . . 168
 hours (7 shifts) . . . 168 hours¶

1. Vacation accrual will continue only as long as the employee is on paid leave; once the employee has expended all paid leave (vacation, sick leave, comp time), accrual will cease until the employee returns to work.

2. Employees on shift work may take vacation one shift at a time instead of consecutively with approval of the official or department head.

3. Vacation leave can only be taken with the prior approval of the official, department head, or supervisor, as appropriate.

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5. _____

6. _____

Deleted: Part-time >=20 hour employees may accrue vacation equivalent to HALF the accrual for full-time employees. For example, anyone working greater than 20 hours but less than 30 hours per week will accrue vacation at 1.54 hours per pay period, no more and no less.

Deleted: Part-Time >=30 hour employees may accrue vacation equivalent to THREE-FOURTHS accrual for full-time employees. For example, anyone working greater than 30 hours but less than 40 hours per week will accrue vacation at 2.31 hours per pay period, no more and no less.

Deleted: Part-time employees who are regularly scheduled for less than 20 hours per week (including seasonal staff) shall not accrue any vacation hours.

7.

Deleted: Temporary employees shall not accrue any vacation hours.

8. Vacation will be accrued on the payroll system.

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If an employee reaches maximum accrual, no further vacation will be accrued until the employee has taken vacation hours.

Deleted: Employees may carry-over their accrued vacation balances as follows:¶

- ¶ Employees with less than 5 years of employment . . . 80 hours¶
- ¶ Employees with 5-10 years of employment . . . 120 hours¶
- ¶ Employees with 10 or more years of employment . . . 160 hours¶
- ¶ EMS employees with less than 10 years of employment . . . 144 hours¶
- ¶ EMS employees with 10 or more years of employment . . . 168 hours

9. No vacation time may be “bought” without prior approval of the Commissioner’s Court. However, to encourage employees to give advance notice of their separation, employees who leave County employment will be paid for their accrued untaken vacation as of the date of termination. Vacation paid upon termination shall be computed at the rate of pay earned at the date of termination of employment. Employees who transfer to/from Williamson County, the Williamson County and Cities Health District (WCCHD) and the Community Supervision and Corrections Department (CSCD/Adult Probation), will be paid for their accrued untaken vacation as of the date of transfer so their balance does not become a liability of the new department.

10. All vacation accruals will be pro-rated based on an employee’s hire date and an employee’s termination date. For example, if a new employee only works one week during the normal two week pay period, they will accrue ½ or 3.08/2 or 1.54 hours of vacation the last pay period worked.

11. An individual who terminates employment with Williamson County is rehired within one year of termination will have their vacation accrual rate reinstated at the rate they were receiving upon termination. This excludes any individual being paid under the tenure plan upon termination. Vacation balances at time of termination for those individuals will not be reinstated.

12. Exempt employees may be required to use accrued leave for vacation leave, even if the leave is for less than one day. Leave will not be charged or pay reduced if the employee has worked at least eighty hours in the current pay period.

13. Employees on shift work must take vacation leave at a rate commensurate with their assigned shift; they may take one shift at a time instead of taking multiple shifts consecutively, with the approval of their department head.

Deleted: 13. EMS employees taking one shift off for vacation and requiring the use of vacation time will be guaranteed the following pay: those employees on a 48 hour shift, taking one shift off for vacation, will be guaranteed 48 hours of pay. Employees on a 56 hour shift, taking off one shift for vacation, will be guaranteed 56 hours of pay. Employees on a 64 hour shift, taking one shift off for vacation, will be guaranteed 56 hours of pay.¶

14. The Texas Constitution prohibits gifts to public employees for hours not worked, or not covered by earned leave, and the Fair Labor Standards Act, in 29 CFR 541.710, allows public employers to make deductions from the pay of exempt employees for partial-day absences, when such employees can no longer be compensated like other employees from approved leave banks. Therefore, payments to exempt employees who no longer have accrued leave would be a “gift” and in the interest of public accountability, Williamson County will reduce the pay of an exempt employee for partial-day and other absences when an exempt employee has no accrued leave from which to be compensated.

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Each official or department head shall be responsible for the accurate reporting of all time worked by each employee and of all holidays, vacation leave, sick leave, jury service, and other leave.

Sick Leave (#1 & #2 Revised 10/26/2010 for clarification purposes)

Any elected official's employees, and non-elected department heads and employees, shall accrue thirteen (13) days of sick leave per fiscal year.

1. With the exception of EMS employees on shift work (48, 56 & 64 hr shifts), employees will accrue at the rate of 4 hours sick leave per pay period. EMS employees on shift work (48, 56 & 64 hr shifts) will accrue 6 hours sick leave per pay period. Sick leave hours will be accrued on the payroll system.
2. With the exception of EMS employees on shift work (48, 56 & 64 hr shifts), paid sick leave is cumulative up to sixty days (480 hours). EMS employees on shift work (48, 56 & 64 hr shifts), paid sick leave is cumulative up to twenty-eight hour shifts (672 hours).
3. Part-time ≥ 20 hour employees may accrue sick leave equivalent to HALF the accrual for full time employees. For example, those employees working greater than 20 hours but less than 30 hours per week are entitled to an accrual of 2.0 hours per pay period of sick leave, no more and no less.
4. Part-time ≥ 30 hour employees may accrue sick leave equivalent to THREE-FOURTHS the accrual for full time employees. For example, those employees working greater than 30 hours but less than 40 hours per week are entitled to an accrual of 3.0 hours per pay period of sick leave, no more and no less.
5. Part-time employees who are regularly scheduled for less than 20 hours per week (including seasonal staff) shall not accrue any sick leave.
6. Temporary employees shall not accrue any sick leave.
7. No sick leave may be "bought". Employees who leave County employment will not be paid for unused accrued sick leave. Employees who transfer to/from Williamson County, the Williamson County and Cities Health District (WCCHD) and the Community Supervision and Corrections Department (CSCD/Adult Probation), will also not be paid for their unused accrued sick leave. Their sick leave balance will be reset to zero and all accrued sick leave will be forfeited upon transfer so their balance does not become a liability of the new department.
8. Sick leave may only be used for sickness and medical and dental appointments of the employee, or for the employee's immediate family (family members as defined in the Family and Medical leave Act policy adopted by Commissioners Court); or for paid leave under the Family and Medical Leave Act. It is not an alternative form of vacation leave. Sick leave may not be converted to another form of leave to avoid entering unpaid leave status.
9. All sick accruals will be pro-rated based on an employee's hire date. For example, if a new employee only works one week during the normal two week pay period, they will accrue $\frac{1}{2}$ or 4.00/2, or 2.00 hours of sick time their last pay period worked.

10. Exempt employees may be required to use accrued leave for sick leave, even if the absence is for less than one day. Leave will not be charged or pay reduced if the employee has worked at least eighty hours in the current pay period.

11. EMS employees taking one shift off due to illness and requiring the use of sick time will be guaranteed the following pay: those employees on a 48 hour shift, taking one shift off for sick, will be guaranteed 48 hours of pay. Employees on a 56 hour shift, taking off one shift for sick, will be guaranteed 56 hours of pay. Employees on a 64 hour shift, taking one shift off for sick, will be guaranteed 56 hours of pay.

12. Employees on shift work must take sick leave at a rate commensurate with their assigned shift; they may take one shift at a time instead of taking multiple shifts consecutively, with the approval of their department head.

13. Employees may be required to provide certification from a health professional that an absence was necessary and/or that the employee is fit to return to work. The County may also request additional medical opinions to verify leave or fitness for work. Employees may continue to be paid from their sick leave during any delays in returning to work that may occur.

14. The Texas Constitution prohibits gifts to public employees for hours not worked, or not covered by earned leave, and the Fair Labor Standards Act, in 29 CFR 541.710, allows public employers to make deductions from the pay of exempt employees for partial-day absences, when such employees can no longer be compensated like other employees from approved leave banks. Therefore, payments to exempt employees who no longer have accrued leave would be a "gift" and in the interest of public accountability, Williamson County will reduce the pay of an exempt employee for partial-day and other absences when an exempt employee has no accrued leave from which to be compensated.

Each official or department head shall be responsible for the accurate reporting of all time worked by each employee and of all holidays, vacation leave, sick leave, jury service, and other leave.

Holidays

1. Holidays for each fiscal year are established by the Commissioners' Court. Past holidays have included Veterans Day; two days for Thanksgiving; two to three days for Christmas; New Year's Day; Martin Luther King Day; President's Day; Good Friday; Memorial Day; Independence Day; and Labor Day. Holidays are subject to change.

2. In departments with regular assigned shifts that take no account of a holiday, so that some employees are normally scheduled for that day and others are not, all employees shall equally be given one shift of paid holiday time with the exception of EMS who shall be granted holiday in 12 hour shifts. (Example: If some deputies are scheduled for Monday, Wednesday, and Friday during the week of Memorial Day, while others are scheduled for Tuesday, Thursday, and Saturday, all of them receive the same amount of paid holiday time, even though only half of them worked on the holiday itself, Monday.) This holiday time should normally be scheduled and taken within the pay period when the regular holiday occurs (and preferably on the holiday itself). **All departments are responsible for ensuring that holiday time is accurately reported as taken.**

3. Other employees scheduled to work on a paid holiday will be allowed alternative leave as provided in the Overtime Policy. Employees not subject to the "Plan" (see below) on shift work must take holidays at a rate commensurate with their assigned shift; they may take one shift at a time instead of taking multiple shifts consecutively, with the approval of their department head.
4. Only full time, 40 hour per week employees, are entitled to full holiday pay. Those employees defined as being PT>=20 hours and PT>=30 hours are entitled to holiday pay at half the rate of a full time employee. Those employees defined as PT<20, or Temporary are not entitled to holiday pay.
5. Unused holiday time will be banked to a maximum of 200 hours. All accrued/banked holiday balances below the maximum will be paid out upon termination/resignation of employment. An employee transferring between departments will require paying out all holiday time upon transfer so that this time does not become a liability of the new department.
6. To receive pay for a holiday an employee must have (1) worked or (2) been on some form of paid leave on the day or shift immediately before and immediately after the holiday.
7. Sick leave cannot be entered on a scheduled holiday even if an employee or eligible family member is sick.

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

Approved by Commissioners Court December 7, 2010

Effective: December 10, 2010

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

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

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

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

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

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

Floating Holiday

Eligible employees may receive 1 floating holiday per fiscal year, with prior approval of their elected official or department head, for personal or business reasons. The floating holiday is non-cumulative and may not be "sold" or "bought". Floating holidays are not paid out upon termination or resignation from Williamson County.

Other Leave

1. Extra holidays, bad weather days, public disasters, official funerals and similar occasions that involve the suspension of all routine County business may only be declared by the County Judge or his designated representative.

2. The procedures for paying essential, non-essential and regular part-time employees in cases of severe weather closing may also be applied when County offices are officially closed for other reasons, such as funerals or non-weather related emergencies.

Leave Time During Closures of County Offices

1. County offices may be officially closed by the County Judge or his designated representative in the event of severe weather or other events as described in the "Other Leave" section. After the event, Payroll Staff in the County Auditor's office will load "Bad Weather" leave accrual time into Kronos for the total number of hours that County offices were officially closed. If County offices are closed for an entire day, bad weather leave accruals will be applied in the same amounts as holiday leave but will not carry over to the next fiscal year.

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2. All essential personnel, as identified in the Workplace Safety and Security Policy, who do not work during a severe weather closing must contact their supervisors immediately upon the County's declaration of a severe weather closing.

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3. If the leave event or emergency situation is prolonged beyond 7 days, the Commissioners' Court or department head may, at their discretion, place employees whose services are not required on unpaid leave (in which case the employee may use any accrued paid leave).

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4. So long as an office is open, its employees are expected to be there unless there are special circumstances, distinct from those affecting other employees that make their travel or attendance unsafe. This includes instances when a school district where the employee resides may close or have a delayed start time due to weather conditions within their entire district. If an employee is

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delayed reporting to work for their regularly scheduled shift when County offices are open, the employee will need to use one of the following leave types to receive pay for this time: vacation, holiday, compensatory time, floating holiday or emergency leave (if applicable based on the definition of emergency leave). If an employee does not have one of these types of leave time available for use, they may be required to use leave without pay (LWOP) for this absence.

Deleted: Whether an individual will be paid under these circumstances or must use some form of authorized paid leave, is left to the discretion of the department head.

5. If an employee has vacation time or sick leave time scheduled and the County has declared bad weather time when all offices are closed, then during the same hours, an employee is allowed to enter bad weather time for those hours and reserve their vacation or sick leave time for those hours.

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Emergency Operations Center (EOC) Activations When County Offices Are NOT Closed

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1. Upon activation of the EOC or declaration of local, state or federal disaster, Essential Personnel as defined by the Williamson County Workplace Safety and Security Policy, shall be paid or accrue leave as follows:

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All Non-exempt Essential Personnel, not subject to the Guaranteed Fluctuating Hours Plan ("the plan"), may receive time and one half in lieu of comp time once they have exceeded 40 hours worked in a pay week.

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Non-exempt Essential Personnel subject to "the plan" may receive EP leave in the same amounts as holiday leave but will not carry over to the next fiscal year.

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Essential personnel who are exempt will be given EP (Essential Personnel) leave to be used at the discretion of the official or department head, as departmental budgets allow. EP leave will be paid in the same amounts as holiday leave but will not carry over to the next fiscal year. In order to provide this EP leave, all hours must be tracked and documented for exempt staff and forwarded to the payroll department.

Emergency Leave

Any official or department head may grant paid emergency leave up to 2 days per fiscal year in addition to vacation or paid sick leave for all full time 40 hour per week employees. Emergency leave may be granted for only one of the following: funeral of relatives or close friend, an employees' auto accident, or emergency repairs of an employees' home or autos. A utility outage disrupting electrical service or water service to an employee's home does not qualify for emergency leave. Another form of paid leave should be taken for these absences. Emergency leave does not carry over from one year to the next and may not be "sold" or "bought". Emergency leave is not paid out upon termination or resignation from Williamson County. Emergency leave may not be converted to any other leave.

Time Off To Vote

Williamson County encourages its employees to participate in the political process by voting in federal, state and local elections. Due to the early voting opportunities afforded citizens,

employees should usually not need time off work to vote. However, supervisors may approve time off in unusual circumstances. Verification of need to be off may be required by departments. Under state law, if the polls are open for two (2) consecutive hours outside of an employee's working hours, an employer is not required to release the employee from work in order to vote. Otherwise, employees may be allowed to leave work to vote. Their time off will be without pay or they may use appropriate accrued leave time or compensatory time.

Military Leave

Military Leave

The Uniformed Services Employment and Re-employment Rights Act (USERRA) grants up to five years of military leave. The Act requires an employer to reinstate a person to his/her previous position if military service has been satisfactory according to the guidelines listed below.

1. Service of 90 days or less – veteran must be re-employed in the position he would have held if he had continued in employment without interruption for military service
2. Service of 91 days or more – the veteran must be re-employed in the same position or in a position of like seniority, status and pay.
3. For service up to 30 days – veteran must report back to work on the next regularly scheduled day after completion of duty.
4. For service of 31-180 days – veteran must apply for re-employment within 14 days following release from active duty.
5. For service of more than 180 days – veteran must apply for re-employment within 90 days of release from active duty.

The first 15 days of military leave in each fiscal year will be paid without "loss of time, vacation time or salary". All military leave after the first 15 days is considered "unpaid leave". Those individuals on military leave may choose to use vacation time accrued, compensatory time accrued, or holiday time accrued to compensate for a portion of this unpaid leave. Those individuals on guaranteed salary will be entitled to a full two weeks pay if they have worked any time during that particular pay period and are put on military leave simultaneously. The Uniformed Services Employment and Re-employment Rights Act (USERRA) grants up to five years of military leave. The Act requires an employer to reinstate a person to his/her previous position if military service has been satisfactory according to the guidelines listed below.

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The Uniformed Services Employment and Re-employment Rights Act (USERRA) grants up to five years of military leave. The Act requires an employer to reinstate a person to his/her previous position if military service has been satisfactory according to the guidelines listed below. The act requires an employer to reinstate a person to his/her previous position and benefits if military service has been satisfactory according to the guidelines listed below. OR – If a person is eligible to be reemployed, they must be restored to the job and benefits they would have attained if they had not been absent due to military service or, in some cases, a comparable job.

LISA – DOES THE ABOVE MEAN AN EMPLOYEE CONTINUES TO ACCRUE VACATION AND SICK LEAVE HOURS?

Deleted: a. Service of 90 days or less-veteran must be re-employed in the position he/she . . . would have held if he/she had continued in employment without interruption . . . for military service.¶

¶

b. Service of 91 days or more-veteran must be re-employed in the same position or . . . in a position of like seniority, status and pay.¶

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c. For service up to 30 days, veteran must report back to work on the next . . . regularly scheduled day after completion of duty.¶

¶

d. For service of 31-180 days, veteran must apply for re-employment within 14 . . . days following release from active duty.¶

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e. For service of more than 180 days, veteran must apply for re-employment . . . within 90 days of release from active duty.

WILLIAMSON COUNTY FAMILY AND MEDICAL LEAVE ACT POLICY

(Approved by Commissioner's Court on January 16, 2009)

In accordance with the Family and Medical Leave Act of 1993 and as revised January 16, 2009, Williamson County has established the following policy.

PURPOSE OF THE ACT

The Family and Medical Leave Act (FMLA) was established to balance the needs of the workplace with the needs of families, to promote the stability and economic security of families, and to promote national interests in preserving family integrity.

The new law entitles an eligible employee to job-protected, unpaid leave for 1) birth or adoption of a child of the employee, or the placement of a child with the employee for foster care; or 2) when the employee's spouse, child, or parent has a serious health condition and requires care from the employee. The law also gives employees job-protected, unpaid leave for their own serious health conditions.

EFFECTIVE DATE August 5, 1993, Revised January 16, 2009

ELIGIBLE EMPLOYEES

There are two basic requirements to be an eligible employee for FMLA purposes:

1. The employee must have been employed by Williamson County for at least 12 months (not consecutively). If an employee has a 7-year break in service, service that is more than 7 years old generally does not need to be counted.

Williamson County will base FMLA leave on a "rolling" 12-month period, measured backward from the date that a County employee first uses FMLA, but not before August 5, 1993.

2. The employee must have worked for Williamson County at least 1250 hours during the previous 12 months.

LEAVE REQUIREMENTS

Williamson County is required to grant up to 12 weeks of unpaid leave in any 12-month period for one or more of the following reasons:

Medical Leave

1. *The birth of a child and the care of the child after such birth or the placement of a child for adoption or foster care.*

- a. Leave for birth or placement must be within 12 months of birth or placement.
- b. Leave for the birth or placement of a child must be taken all at once.

- c. Leave may begin before the birth, adoption or placement of the child.
- d. If both spouses are employed by Williamson County, the 12 weeks are combined and may be split between the two employees. They are not each entitled to a 12 week leave.
- e. If a spouse (as defined in 2.b below) provides pre-natal care, attends appointments and provides care after birth if spouse has a serious health condition.

2. A serious health condition of a spouse, child, or parent of the employee that involves treatment certified as medically necessary by the Health Care Provider (HCP)

- a. An in-law is not considered a parent and is not included as an eligible person.
- b. A spouse is defined as a husband or wife; a domestic partner is not covered by this act. (Common-law marriages will need to meet state regulations).
- c. A child must be under the age of 18 or age 18 or older and incapable of self-care because of a mental or physical disability as referenced below:

An individual is "incapable of self-care" if the individual requires active assistance or supervision to provide daily self-care in any of three of the following:

Grooming	Hygiene
Bathing	Dressing
Eating	Cooking
Cleaning	Shopping
Taking Public Transportation	Paying Bills
Maintaining a Residence	Using the Post Office
Using a Telephone and Directories	

- d. Intermittent leave may be taken for care of a spouse, child or parent of the employee for a serious health condition.

3. A serious health condition of an employee where an employee is unable to perform their job duties:

- a. For a definite period of time; or,
- b. on an intermittent basis.

A "serious health condition" is defined as a physical or mental condition that involves:

- 1. Inpatient care (overnight stay) in a hospital, hospice, or residential medical facility
- 2. Continuing treatment as defined below:

- a. If a “medical necessity” exists. Medical need for leave versus voluntary treatments and procedures. If leave is intermittent or reduced schedule, employee’s health care provider must state that such leave is medically necessary and explain why.
- b. If a “period of incapacity” exists.
 - i. duration of incapacity lasting more than 3 full consecutive calendar days;
 - ii. is an in-person treatment at least once within 7 days of first day of incapacity; and
 - iii. either is a regimen of continuing treatment initiated by HCP during first treatment or is an second in-person visit for treatment (necessity of which determined by HCP) within 30 days of first day of incapacity.

USE OF PAID LEAVE/UNPAID LEAVE

Williamson County will require that an employee use all their available accrued paid leave in the following sequence; sick, vacation, essential pay, compensatory and holiday earned time at the beginning of their designated FMLA leave period. Emergency leave or floating holiday leave cannot be used while on FMLA. After all available paid leave has been taken; the employee will be placed on unpaid leave for the remainder of their FMLA leave period. However, if employees on leave are receiving workers’ compensation income benefits, they will receive that as their sole compensation and will neither receive County pay (unless law enforcement or guaranteed salary) nor expend previously accrued leave.

1. FMLA leave can run concurrently with an employee’s lost work time under workers’ compensation and may provide for medical insurance continuation if the employee is receiving workers’ compensation income benefits.

As long as an employee is on FMLA leave allowable paid leave or FMLA leave without pay, the employing official or department head may not hire another regular, full-time employee to fill that position, unless expressly authorized to do so by the Commissioners Court. Requests for intermittent leave will be strictly scrutinized to ensure both compliance with FMLA and minimum disruption to the workplace.

While on unpaid FMLA leave, or any other form of unpaid leave, the employee shall not accrue any vacation or sick leave hours or receive pay for scheduled county holidays.

2. Employees on FMLA leave who have “exempt” pay status under FLSA regulations will be required to use paid accrued leave to cover the hours they are not at work. When paid accrued leave is exhausted and employee is placed on unpaid FMLA leave status, exempt employees will not receive pay.

Employees who are placed on unpaid leave may be eligible for additional paid time if they are a member of the sick leave pool and are granted additional sick leave time based on the provisions of the sick leave pool program.

INITIAL NOTIFICATION REQUIREMENTS

The employee must provide the employer at least 30 days' notice before FMLA leave may begin as a foreseeable event.

In case of an emergency, notice is required as soon as practicable, generally within 1-2 business days.

When requesting leave for the first time for a particular FMLA-qualifying reason, sufficient information must be provided, dependent on the situation (qualifying reason, explanation for need of leave, provide anticipated timing and duration of leave if foreseeable) to allow the county to reasonably determine whether FMLA will apply. Calling in "sick" will not be sufficient.

When subsequently requesting leave for the same FMLA qualifying reason for which leave has previously been provided the employee need only reference the qualifying reason or state "FMLA" leave.

When sufficient notice is provided that time off may be for an FMLA event;

1. the supervisor or department head is required to ask the employee for any additional necessary information;
2. the employee must respond to same;
3. the employee must consult with the supervisor or department head in advance to make a "reasonable effort" to schedule planned treatment so as not to unduly disrupt work operations;
4. the employee must advise the supervisor or department head as soon as practicable when dates of leave change or become known.

If FMLA will be on an intermittent or reduced schedule, Williamson County reserves the right to transfer an employee to an alternate position, at the same rate of pay, which will more easily accommodate the intermittent/reduced leave schedule.

Williamson County may require an employee to periodically report on their intent to return to work.

This leave is not intended to cover any short term conditions, such as minor illnesses that last only a few days or surgical procedures that typically do not involve hospitalization and require only a brief recovery period. If complications arise out of such procedures and they develop into a serious health condition, the employee is required to notify Williamson County of their intent to go on FMLA leave.

Williamson County will notify an employee when leave is being counted against the FMLA leave entitlement.

CERTIFICATION AND RECERTIFICATION REQUIREMENTS

Williamson County requires certification issued by a health care provider to support the employee's request for leave due to serious health conditions. For intermittent FMLA leave, an employee will be contacted periodically by the Human Resources Department to provide an updated recertification. After being informed in writing, the employee must provide this certification or recertification within 15 calendar days from the post-marked date of the request. If certification or recertification is not returned at all within 15 days and employee has not provided information about their diligent, good faith efforts to provide certification, leave can be denied. Employee will be provided with a form to complete for certification purposes.

If certification or recertification is not returned at all within any required 7-day cure period (and employee has not provided information about their diligent, good faith efforts), or is timely returned but does not cure the deficiencies, leave can be denied.

Williamson County has no obligation to notify an employee that a certification or recertification has not been received in the 15-day or 7-day periods.

Williamson County also reserves the right to request certification for the return to work and the certification that an employee who is unable to return to work after the expiration of the leave is absent due to a serious health condition.

Should Williamson County have a need to authenticate, verify and/or clarify the validity of an eligible employee's certification, the County may require the employee to obtain the opinion of a second health care provider designated or approved by the County. The County will pay for the second opinion. In the event of a conflict between the first and second opinions, the County may, at its expense, obtain a third opinion from a health care provider approved jointly by the County and the employee. The third opinion will be final and binding.

"Authentication" means providing the HCP with a copy of the certification or recertification and requesting verification that the information contained on the form was completed and/or authorized by the HCP.

"Clarification" means contacting the HCP to understand the handwriting on the form or to understand the meaning of a response, but does not include asking for information beyond that required by the form.

A "significant change" includes a pattern of absences before/after scheduled days off, or longer duration of absences than specified on certification for most recent two or more episodes of incapacity and if the County receives information casting doubt upon employee's stated reason for absence ("doubt" could include reliable information that employee's off-duty activities are inconsistent with need for FMLA leave).

Williamson County may also provide the employee's doctor with a record of employee's absence pattern and ask doctor if the condition and need for leave are consistent with such a pattern.

The County may require that the eligible employee obtain subsequent recertification every 6 months.

INTERMITTENT LEAVE

When intermittent leave or a leave on a reduced schedule is requested, Williamson County may also request:

1. For a planned medical treatment, certification that includes the dates on which treatment will be required and the duration of the treatment.
2. For an employee's own serious health condition, certification must also include a statement of the medical necessity for such leave and its expected duration.
3. For care of an eligible family member, certification must also include a statement that such leave is necessary for the care of the family member who has a serious health condition, or that the employee will assist in that member's recovery, or be with the family member for psychological support, and the expected duration and schedule of leave.

HEALTH INSURANCE CONTINUATION

Williamson County will continue group health plan coverage during FMLA leave periods, including medical, dental, life insurance and long-term disability policies.

Vacation and sick leave accrual will continue only as long as the employee is on paid leave; once the employee has expended all paid leave, accrual will cease until the employee returns to work.

An employee on paid leave will continue to have their medical premiums deducted from their paycheck. An employee on unpaid leave will be responsible for payment of their insurance premiums. The employee may choose one of the following payment options:

1. Make premium payments directly to the Benefits Section of the Human Resources Department after the employee has stopped making premiums through payroll deductions; or,
2. Have the outstanding premiums automatically deducted through payroll deduction (per the Human Resources Department's defined repayment schedule) upon the employee's return to work immediately following FMLA leave. All outstanding premiums will be repaid within a maximum of six months from the date when an employee returns to paid status.

The employee will be responsible for requesting the amount due by contacting the [Services Team Manager, Risk Management](#) in the Human Resources Department prior to beginning their FMLA leave period.

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An employee on unpaid leave will be allowed to choose not to retain their health care coverage during FMLA leave. The employee will be reinstated as to such coverage on the same terms as prior to the leave, without any new qualifying period.

Williamson County may discontinue an employee's health care coverage if the employee's required premium is more than 30 days late.

RIGHT OF RECOVERY

Williamson County may recover its share of the health care premiums paid for the employee's insurance during any unpaid FMLA leave pay periods, if the employee fails to return to work for a reason other than 1) the continuation, recurrence, or onset of a serious health condition that would entitle the employee to FMLA leave, or 2) other circumstances that are beyond the control of the employee.

WORKERS' COMPENSATION LEAVE COORDINATION WITH FMLA

An employee who suffers a compensable on-the-job injury and begins losing time may be placed on FMLA leave to run concurrently with the employee's inability to perform their job functions as certified by a workers' compensation health care provider. Some county departments offer modified or light duty dependent on light duty requirements.

RETURN TO WORK (REGULAR POSITION)

An employee on FML due to their own serious health condition may return to work only if the County receives a complete and sufficient written assessment by the employee's health care professional certifying that the employee is fit to perform the essential duties of the employee's position.

The written assessment must be submitted at the time the employee returns to work or within 15-days after the employee would have returned to work unless it is not practicable to do so despite employee's diligent, good faith efforts.

If the leave is continuous, the County may delay reinstatement.

If the leave is intermittent or reduced schedule, the County may not delay reinstatement.

If the written assessment is not returned at all within the 15-days and the employee has not provided information about their diligent and good faith efforts and if the employee doesn't provide a new medical certification, leave can be denied and the employee terminated.

If the written assessment is not returned at all within a required 7-day cure period and the employee has not provided information about their diligent and good faith efforts and doesn't

provide a new medical certification, or the written assessment is timely returned but does not cure the deficiencies, the leave can be denied and the employee terminated.

JOB REINSTATEMENT

A Williamson County employee returning from FMLA leave must be reinstated to the same or “equivalent position.”

1. The job or position will provide the same pay and benefits.
2. The employee is entitled to return to the same or equivalent shift and schedule and the employee will have the same opportunity for advancement as before the leave.
3. Benefits accrued at the time of the leave will be available to the employee upon return from the leave (except paid leave used during the FMLA leave).
4. The employee is entitled to unconditional pay increases that occurred during the time of their leave (i.e. any countywide salary increases).

Reinstatement to a County department or office that has implemented employee re-organization changes may be an exception to an “equivalent position”.

Other exceptions to job reinstatement granted by FMLA:

Williamson County will attempt to reinstate all employees; however, the County (as allowed by the Federal FMLA law) does not have to reinstate any exempt, salaried employee who is among the highest paid 10% of County employees. Job restoration will be denied to the exempt employee if the employee’s restoration will cause “substantial and grievous economic injury” to the county. Any exempt employee affected will be notified, in writing, of the intent to deny restoration to their position. The employee will be given notice of the non-restoration status prior to the beginning of a leave or, if notice is given after the leave has begun, the employee will be given the option of returning immediately to work.

RECORD KEEPING REQUIREMENTS

Williamson County will maintain and preserve records pertaining to the FMLA through the Human Resources Department. The Williamson County [Human Resources Service Team Manager, Risk Management](#) will be notified of all employees who meet the criteria for going on FMLA leave and will coordinate all certification documents. These records will be maintained in accordance with the FMLA and will be upheld in the strictest confidentiality.

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As mandated by the FMLA, all medical records, including doctor certifications and fitness for duty certifications; any correspondence relating to FMLA leave designations; and, all copies of employee’s timesheets depicting FMLA usage will be kept separate from personnel records in each county department or office.

MILITARY EXIGENCY LEAVE - PURPOSE OF EXIGENCY LEAVE

To allow an employee who has a spouse, son or daughter, or parent in the National Guard or Reserves to take FMLA leave due to a qualifying exigency resulting from the covered family member's active military duty (or call to active duty status) in support of a contingency operation.

Definition of "Eligible Active Duty or Call to Active Duty Status"

The military member must be a member of the National Guard or Reserves; employees may not take leave if the family member is in the Regular Armed Forces except certain retired members of the Regular Armed Services.

Must be a "Federal" (not State) call to active duty.

Definition of "Covered Military Member"

A member of the military who:

1. Is "on active duty or call to active duty status;" and
2. Is an employee's spouse, son, daughter, or parent.

Definition of "Son or Daughter on Active Duty or Call to Active Duty Status"

A member of the military who:

1. Is "on active duty or call to active duty status;"
2. Is an employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis; and
3. Is of any age.

Definition of "Parent"

An employee's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a son or daughter (as the term "son or daughter" is defined in the regulations), but does not include "parents in-law".

By implication under the regulations, the term "son or daughter" means when the employee was under age 18 or was age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA begins.

Definition of "Qualifying Exigency"

Includes any one or more of the following non-medical, non-routine activities and no others:

1. Short-notice deployment activities;
2. Military events and related activities;
3. Childcare and school activities;
4. Financial and legal arrangements;
5. Counseling activities;
6. Rest and recuperation activities;

7. Post-deployment activities; and/or
8. Additional activities.

EMPLOYEE NOTICE REQUIREMENTS

Timing

An employee must give notice of the need for exigency leave as soon as practicable, depending on the facts and circumstances, regardless of how far in advance such leave is foreseeable.

Method

Same as regular FMLA leave.

Content

Same as regular FMLA leave.

Certification (Employer Requirements)

An employer may require certain types of certification to support a request for exigency leave, and if required, employer:

1. Must request certification:
 - a. within 5 business days after foreseeable leave is requested;
 - b. within 5 business days after unforeseeable leave commences; or
 - c. at a later date if employer has reason to question the appropriateness or duration of the leave;
2. Must request it in writing;
3. Must request it whenever a rights and responsibilities notice is required (and with the rights and responsibilities notice);
4. Must include:
 - a. the actual certification form or otherwise what information is required;
 - b. time period for returning (which must be at least 15 days); and
 - c. consequences for not returning on time.

TYPES AND FREQUENCY OF CERTIFICATIONS

Certification of Active Duty:

For first request for exigency leave related to a particular military member and a particular active duty/call to active duty status, employer may require proof of the military member's active duty (but may not request the same information again for the same active duty/call to active duty for the same military member).

For subsequent requests for leave arising out of different active duty/call to active duty status or for different military member, employer may require proof of such military status.

Certification of Qualifying Exigency:

For first request for leave due to a particular qualifying exigency related to a particular military member, employer may require proof of the exigency (i.e., a separate certification may be required for each specific exigency; for example, within the category of childcare/school activities, one certification can be required for enrolling a child in school and another for arranging alternative childcare, but only one could be required for a series of related parent-teacher conferences).

For subsequent requests for leave arising out of a different qualifying exigency or different active duty/call to active duty status of the same military member, or for a different military member, employer may require proof of the exigency.

CONTENT OF CERTIFICATIONS

Certification of Active Duty:

Employer may require employee to provide:

1. A copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on active duty or call to active duty status in support of a contingency operation;
2. Proof of dates of military member's active duty service;
3. Proof of covered family relationship.

Certification of Qualifying Exigency

Employer may require employee to provide a signed statement or description of facts for each particular exigency (but not an affidavit), which must be sufficient to show that the reason for leave is a qualifying exigency.

Due Date of Certification

Certification must be returned within 15 days after employer requests it, regardless of whether leave is foreseeable/unforeseeable, unless not practicable to do so despite employee's diligent, good faith efforts.

Duration of Certification

Presumably:

1. A certification of active duty is in effect for the dates of the military member's active duty status for the particular contingency operation.
2. A certification of a particular exigency related to a particular military member's active duty service is in effect for the duration of that particular exigency.

Opportunity to Cure

If certification is returned but is incomplete or insufficient, employer must provide written notice of what specific information is still needed and give employee 7 calendar days to cure the deficiencies (unless 7 days is not practicable under the particular circumstances despite the employee's diligent, good faith efforts).

Consequences for Failure to Return or Cure

1. If certification is not returned at all within 15 days and employee has not provided info about his/her diligent, good faith efforts, leave can be denied.
2. If certification is not returned at all within any required 7-day cure period (and employee has not provided info about his/her diligent, good faith efforts), or is timely returned but does not cure the deficiencies, leave can be denied.

Employer has no obligation to notify employee that a certification has not been received during the 15-day or 7-day periods.

MILITARY CAREGIVER LEAVE

Purpose of Caregiver Leave

To allow an employee who is the spouse, son or daughter, parent, or next of kin of a service member in the Regular Armed Forces, National Guard or Reserves (who has incurred a serious injury or illness in the line of duty while on active duty) to take FMLA leave to care for the service member.

AMOUNT, TIMING AND OTHER TERMS

The maximum amount of leave is 26 weeks in a single 12-month period on a per-covered service member, per-injury/illness basis (aggravation or complication of an earlier injury/illness is still the same injury/illness); measured forward from the date an employee first takes caregiver leave (any unused amount is forfeited).

During that single 12-month period, caregiver leave is combined with regular FMLA leave and the total cannot exceed 26 weeks.

If leave qualifies as both military caregiver leave and FMLA medical leave to care for a family member with a serious health condition, it must be counted as caregiver leave (it may not be counted as both caregiver leave and FMLA medical leave).

An employer can retroactively change the designation from one type to the other if otherwise permitted for retroactive designations in general, but is not required to do so.

Definition of "Covered Service Member"

A current member (including a former member on the temporary disability retired list, but excluding a member on the permanent disability retired list and other retired/discharged members) of the Regular Armed Forces, National Guard, or Reserves:

1. Who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list (TDRL), all of which can be determined by the service member's authorized health care provider;
2. For a serious injury or illness incurred in the line of duty on active duty, which can be determined by the service member's authorized health care provider.

Definition of "Serious Injury or Illness"

An injury or illness incurred by a covered service member:

1. In the line of duty on active duty; and
2. That may render the service member medically unfit to perform the duties of the service member's office, grade, rank, or rating

Note: The above determination is to be made by the service member's authorized health care provider, but if said health care provider cannot make such a determination, he/she may rely on information from an authorized DOD representative. Every injured/ill service member has an assigned DOD representative (such as a Federal Recovery Coordinator or Recovery Care Coordinator in the case of injuries classified by DOD as catastrophic or severe) who serves as a point of contact for the service member's authorized health care provider.

Definition of "Outpatient Status"

The status of a covered service member who is assigned to:

1. A military medical treatment facility as an outpatient; or
2. A unit established for the purpose of providing command and control of members of the military receiving medical care as outpatients.

Definition of "Health Care Provider"

Same definition as regular FMLA leave, with the additional requirement that the health care provider for the purpose of providing any certification required by the employer must be:

1. A DOD health care provider;
2. A Veterans Affairs (VA) health care provider;
3. A DOD TRICARE network authorized private HCP; or
4. A DOD non-network TRICARE authorized private HCP

Note: TRICARE is the DOD's military health system and includes network and non-network health care providers. Military members usually receive medical care from a DOD, TRICARE or VA health care provider, but members of the National Guard and Reserves or on TDRL could receive care from a non-network TRICARE provider.

Definition of "Needed to Care For"

The definition is the same as that for regular FMLA leave.

Definition of "Medical Necessity"

The definition is the same as for regular FMLA leave, that is, "medical necessity" means medical need for leave versus voluntary treatments and procedures; if leave is intermittent or reduced schedule, doctor must certify that such leave is medically necessary and explain why.

Definition of "Son or Daughter of Covered Service Member"

A covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age, meets the definition.

Definition of "Parent of a Covered Service Member"

A covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member, but does not include "parent's in-law."

Definition of "Next of Kin of a Covered Service Member"

The nearest blood relative of a covered service member (other than his/her spouse, parent, son, daughter), in the following priority order:

1. A blood relative designated in writing by the service member as his/her nearest blood relative for purposes of caregiver leave;
2. Blood relatives who have been granted legal custody of the service member by court decree or statutory provisions;
3. Brothers and sisters;
4. Grandparents;
5. Aunts and uncles; and
6. First cousins.

Note: If there are multiple family members within same level of relationship, all are "next of kin" and each can take caregiver leave; if there is a designated next of kin, he/she is the only next of kin.

EMPLOYEE NOTICE REQUIREMENTSTiming

If foreseeable, same as regular FMLA leave, that is, at least 30 days' advance notice or as soon as practicable, normally the same business day or next business day if off work when learns of need for leave; if less than 30 days given, employer may require explanation of why 30 days' advance notice was not practicable; if timely notice not given, the period of delay counts as non-FMLA absence.

If unforeseeable, same as regular FMLA leave, that is, as soon as practicable or, if the employer has a usual and customary leave or absence notification policy, within such reasonable time frame as is

established in the employer's policy; if timely notice not given, the period of delay counts as non-FMLA absence.

Method

Same as for regular FMLA leave.

Content

Same as for regular FMLA leave.

Certification (Employer Requirements)

An employer may require certain types of certification to support a request for caregiver leave, and if required, employer:

1. must request certification:
 - within 5 business days after foreseeable leave is requested;
 - within 5 business days after unforeseeable leave commences; or
 - at a later date if employer has reason to question the appropriateness or duration of the leave;
2. must request it in writing;
3. must request it whenever a rights & responsibilities notice is required (and with the rights & responsibilities notice);
4. must include:
 - a. the actual certification form or otherwise what information is required;
 - b. time period for returning (which must be at least 15 days); and
 - c. consequences for not returning on time.

TYPES AND FREQUENCY OF CERTIFICATIONS

Certification of Military Status

For first request for caregiver leave related to a particular serious injury/illness of a particular service member, employer may require proof of the service member's military status (but may not request the same information again for the same serious injury/illness of the same service member);

For subsequent requests for leave arising out of different serious injury/illness of the same service member or a serious injury/illness of a different service member, employer may require proof of such military status.

Certification of Serious Injury/Illness

For first request for leave due to a particular serious injury/illness of a particular service member, employer may require proof of the serious injury/illness (aggravation of or complications arising out of a particular serious injury/illness are considered to be the same serious injury/illness);

For subsequent requests for leave arising out of a different serious injury/illness of the same service member or a serious injury/illness of a different service member, employer may require proof of the serious injury/illness.

CONTENT OF CERTIFICATIONS

Certification of Military Status

Employer may require employee to provide a written statement with:

1. Name of the service member;
2. Relationship of employee to service member (and employer may request proof of it);
3. Whether the service member is a current member of the Regular Armed Forces, National Guard, or Reserves, and if so, service member's military branch, rank, and current unit assignment;
4. Whether the service member is assigned to a military medical facility as an outpatient or to a unit established for the purpose of providing command and control of members of the armed forces receiving medical care as outpatients (such as a medical hold or warrior transition unit), and if so, name of the medical facility or unit;
5. Whether the service member is on the temporary disability retired list;
6. Description of the care to be provided to the service member; and
7. Estimate of leave needed.

Certification of Serious Injury or Illness

Employer may require medical certification of a serious injury or illness, which may include:

1. Contact info for health care provider (name, address, phone, fax, e-mail);
2. Whether the HCP is a DOD HCP, VA HCP, DOD TRICARE network authorized private HCP, or DOD non-network TRICARE authorized private HCP;
3. Whether the serious injury/illness was incurred in line of duty on active duty;
4. Approximate date on which it commenced and its probable duration;
5. Statement or description of appropriate medical facts sufficient to support need for leave, to verify service member is medically unfit to perform the duties of his/her military job (office, grade, rank, or rating), and whether receiving medical treatment, recuperation or therapy;
6. Information sufficient to establish that service member is in need of care;
7. Beginning and ending dates for period care is needed including treatment and recovery (if continuous leave), medical necessity of periodic care and estimate of treatment schedule and appointments (if intermittent or reduced schedule leave for planned medical treatment), medical necessity of periodic care and estimate of frequency and duration of periodic care (if intermittent or reduced schedule leave other than for planned medical treatment).

Special Automatic Certification

DOD may issue a special invitation to any member(s) of a service member's family when a DOD HCP has determined that the injury/illness is serious enough to warrant the immediate presence of a family member at service member's bedside.

If DOD issues an invitational travel order (ITO) or invitational travel authorization (ITA) for "medical purposes" to any member(s) of the service member's family (even if the employee's own name is not on it), the ITO or ITA constitutes automatic certification of military status and serious injury/illness (although employer may require proof of a covered family relationship between the employee and service member).

Duration of Certifications

ITO/ITA Certification: An ITO or ITA is in effect for the duration specified on it; once it expires, the employer may require certification of military status and serious injury/illness pursuant to the normal rules already discussed.

Normal Certification: Medical certification is in effect for duration of the condition and period leave is needed as specified on the certification, up to a maximum period of 12-months beginning on the date employee first takes caregiver leave for a particular serious injury/illness of a particular service member (once the single 12-month period expires, any unused caregiver leave entitlement is forfeited, but employee may qualify for regular FMLA leave to care for a family member with a "serious health condition," and if so, can be required to submit a regular medical certification for it).

Due Date of Certification

Certification must be returned within 15 days after employer requests it, regardless of whether leave is foreseeable/unforeseeable, unless not practicable to do so despite employee's diligent, good faith efforts.

A complete and sufficient certification or recertification is required:

1. "Incomplete" means one or more of the applicable entries have not been complete.
2. "Insufficient" means the info provided is vague, ambiguous, or nonresponsive (It may be insufficient if any answer to a question is "lifetime," "unknown," or indeterminate").

Opportunity to Cure

If certification is returned but is incomplete or insufficient, employer must provide written notice of what specific information is still needed and give employee 7 calendar days to cure the deficiencies (unless 7 days is not practicable under the particular circumstances despite the employee's diligent, good faith efforts).

Consequences for Failure to Return or Cure

1. If certification is not returned at all within 15 days and employee has not provided info about his/her diligent, good faith efforts leave can be denied.

2. If certification is not returned at all within any required 7-day cure period (and employee has not provided info about his/her diligent, good faith efforts), or is timely returned but does not cure the deficiencies, leave can be denied.

Employer has no obligation to notify employee that a certification has not been received during the 15-day and 7-day periods.

Authentication and Clarification

1. If certification (or ITO/ITA) is complete/sufficient, employer's HR professional, leave administrator, a management official, or HCP (but not the employee's immediate supervisor) may contact the service member's HCP (or DOD representative) directly to authenticate and/or clarify the certification (or ITO/ITA)

2. "Authentication means providing HCP (or DOD rep) with a copy of the certification (or ITO/ITA) requesting verification that the info contained on the form was completed and/or authorized by the HCP (or DOD rep); no service member HIPAA consent required.

3. "Clarification" means contacting the HCP (or DOD rep) to understand the handwriting on the form or to understand the meaning of a response, but does not include asking for information beyond that permitted by the regulations; HIPAA consent from the service member may be required by service member's HCP.

4. Employee is responsible for ensuring that the service member provides HCP with any required HIPAA consent for employer to communicate with HCP, but if employee or service member fails or refuses to do so, leave can be denied (employer may not require a HIPAA consent at any time, such as at time leave is requested).

Second and Third Opinions

Second and third opinion certifications of a serious injury/illness are not permitted.

Re-certifications

Re-certifications of a serious injury/illness are not permitted.

WILLIAMSON COUNTY SICK LEAVE POOL POLICY

AUTHORITY

LOCAL GOVERNMENT CODE:

CHAPTER 157. ASSISTANCE, BENEFITS, AND WORKING CONDITIONS OF COUNTY OFFICERS AND EMPLOYEES

SUBCHAPTER E. POOLING OF SICK LEAVE BY COUNTY EMPLOYEES

PURPOSE

The purpose of the First Amended Williamson County Sick Leave Pool (SLP) is to provide additional sick leave time to Williamson County (County) Employees in the event of a Catastrophic Illness or Injury that prevents an employee from active employment. Time may be granted from the SLP only after the Employee has exhausted all accrued sick, vacation or other compensatory time (if applicable).

DEFINITIONS

A. Administrator;

The Administrator shall mean the person designated by the Williamson County Commissioners Court to serve as the administrator of the SLP program.

B. Catastrophic Illness or Injury;

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A Catastrophic Illness or Injury means an illness, injury, impairment or physical or mental condition of an Employee or a member of the Employee's Immediate Family that (i) forces the Employee to exhaust all accrued leave time (sick leave, vacation, and compensatory time (if applicable)); (ii) to lose compensation with the County; and (iii) which involves, at a minimum, one of the following:

1. Hospital Care

- o Inpatient care in a hospital, hospice, or residential medical care facility, including any period of Incapacity or subsequent treatment in connection with or consequent to such inpatient care.
- o Inpatient care is at least one overnight stay.

Examples: surgery, pneumonia

2. Absence Plus Treatment

A period of Incapacity of more than three (3) consecutive calendar days which also involves:

- o Treatment two or more times by a Licensed Health Practitioner, by a nurse or physician's assistant under direct supervision of a Licensed Health Practitioner, or by a provider of health care services under orders of, or on referral by a Licensed Health Practitioner; or
- o Treatment by a Licensed Health Practitioner on at least one occasion which results in a regimen of continuing treatment under the supervision of the Licensed Health Practitioner. Treatment includes examinations to determine if a Catastrophic Illness or Injury exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

Examples: physical therapy

3. Chronic Conditions Requiring Treatments

A chronic condition which:

- o Requires periodic visits for treatment by a Licensed Health Practitioner, or by a nurse or physician's assistant under direct supervision of a Licensed Health Practitioner.
- o Continues over an extended period of time (including recurring episodes of a single underlying condition); and
- o May cause episodic rather than a continuing period of Incapacity.

Examples: asthma, diabetes, epilepsy

4. Permanent/Long-Term Conditions Requiring Supervision

A period of Incapacity which is permanent or long term due to a condition for which treatment may not be effective. The Employee or family member must be under the

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continuing supervision of, but need not be receiving active treatment by, a Licensed Health Practitioner.

Examples: Alzheimer's, severe stroke, or terminal stages of a disease

5. Multiple Treatments (Non-Chronic Conditions)

- o Any period of absence to receive multiple treatments (including period of recovery) by a Licensed Health Practitioner either for restorative surgery after an accident or other injury; or
- o A condition that would likely result in a period of Incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

Examples: chemotherapy, kidney dialysis, physical therapy for severe arthritis.

Other examples of Catastrophic Illnesses or Injuries which meet one of the six criteria:

- Back conditions requiring extensive therapy or surgery
- Heart conditions
- Most types of cancers
- Severe respiratory conditions
- Severe arthritis
- Severe nervous disorders
- Injuries caused by serious accidents
- Miscarriage
- Complications related to pregnancy
- Kidney disease

Conditions which normally do not meet one of the six criteria and are not normally considered Catastrophic Illnesses or Injuries*

- Migraines/ Headaches
- Common cold
- Flu
- Earaches
- Upset stomach
- Minor ulcers
- Childbirth (without complications)
- Normal recovery from childbirth (without complications)
- Routine dental or orthodontic problems
- Absence due to substance abuse
- Stress

*At the complete and absolute discretion of the SLP Committee, these could be considered Catastrophic Illnesses or Injuries if the individual was incapacitated for more than three (3) consecutive calendar days, he or she visits a Licensed Health Practitioner during the period of Incapacity, and he or she follows a regimen of care prescribed by the Licensed Health Practitioner.

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C. Employee:

Employee shall mean a County employee with twelve (12) or more months of continuous services with the County who is paid from either the general fund of the County, from a special fund of the County or from special grants paid through the County.

D. Employee's Immediate Family:

The Employee's Immediate Family shall include and be limited to the Employee's Spouse, Child, or Parent. For purposes of this policy, spouse, child and parent shall have the following meanings:

Parent - A biological parent of an Employee or an individual who stood in the place of a parent to an Employee when the Employee was less than eighteen (18) years of age.

Child - A child shall mean and include:

- The Employee's biological, adopted or foster child.
- The Employee's stepchild.
- A child for whom legal guardianship has been awarded to the Employee and/or the Employee's spouse.
- A spouse's biological, adopted or foster child.

The definition of a Child is subject to the following conditions and limitations:

- A child shall include any unmarried dependent child less than 18 years of age.
- A child shall also include any unmarried dependent child who is 18 years or older, but less than 25 years of age only if the Employee furnishes evidence to the SLP Administrator, to his or her satisfaction, of all of the following conditions:
 - The child must not be regularly employed on a full time basis;
 - The child must be a full-time student; and
 - The child must be primarily dependent upon the Employee for support and maintenance.

Spouse - A Spouse shall mean the husband or wife of the Employee.

E. FMLA:

FMLA means the Family and Medical Leave Act. Leave under FMLA is normally an unpaid leave, up to 12 work weeks/60 work days. In order to be eligible for leave under the FMLA, an Employee must have worked at least 12 months (does not have to be consecutive) with the County and have worked at least 1,250 hours as of the date of the qualifying event (vacation & sick leave hours do not count as hours worked).

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F. Incapacity:

Incapacity is inability to work or perform other regular daily activities due to a Catastrophic Illness or Injury, treatment therefore, or recovery there from.

G. Intermittent Leave:

Intermittent Leave shall mean leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period.

H. Licensed Health Practitioner:

A Licensed Health Practitioner shall mean a licensed doctor of medicine or osteopathy, or any licensed professional determined by the SLP Committee to be a legitimate provider capable of providing health care services.

I. Open Enrollment Period:

The Open Enrollment Period for the SLP shall be during the month of September of each year, with dates established by the SLP Administrator. The new year for the SLP begins on October 1st of each year. The Williamson County Commissioners Court reserves the right to change the Open Enrollment Period at any time or allow an additional special enrollment period during any fiscal year of the SLP program.

J. SLP Committee:

The SLP Committee shall be a volunteer committee composed of at least five (5) voting members (County Employees, Department Directors and/or Elected Officials) and two (2) nonvoting members (HR Director and Public Health Nurse), who shall all be appointed by the Commissioners Court.

ADMINISTRATION OF THE SLP

A. Administrator. In addition to the duties and obligations specifically set forth herein below, the SLP Administrator shall be responsible for developing mechanisms to transfer accrued sick leave into and out of the SLP; developing rules and procedures for the operation of the SLP; and developing forms for contributing to, or using leave from, the SLP.

B. SLP Committee. The SLP Committee shall, in addition to the duties and obligations specifically set forth herein below, be responsible for reviewing all employee requests for use of time from the SLP. A simple quorum of the committee members (3 SLP Committee members) will be required to take any action relating to the granting or denying of an Employee's request to use time from the SLP. The decisions of the SLP Committee shall be based on a simple majority of the quorum. In the event of a tie vote, the SLP Administrator shall vote in order to break the tie. Each member of the SLP Committee shall serve for a one (1) year term. In the event that a member of the SLP Committee resigns prior to the expiration of his or her term, the vacancy left by the resigning member shall be immediately filled by the Commissioners Court. The SLP Committee members

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shall elect a Chairperson, a Vice-Chairperson and a Secretary at each initial yearly meeting of the SLP Committee.

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- C. Public Health Nurse. On an "as needed" basis, a Public Health Nurse, which is selected by the SLP Committee, shall provide recommendations to the SLP Committee and correspond with any medical authority for clarifications as required.

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POOL MEMBERSHIP

- A. Except as otherwise provided herein and in addition to any other eligibility requirements set forth hereunder, each regular full-time Employee shall be eligible to join the SLP program so long as such Employee satisfies one of the two following criteria (1) twelve (12) months of continuous "creditable" service with the County (2) the employee contributes a minimum of 8 hours sick leave during the annual open enrollment period for that plan year.

- B. Each Employee desiring to join the SLP may contribute not less than eight (8) hours and not more than forty (40) hours of accrued sick leave into the SLP. SLP contributions shall be made only in minimum increments of eight (8) hours each.

- C. Employees shall only be able to join the SLP during an Open Enrollment Period or during any special enrollment period that may be offered by the SLP Committee and/or the Williamson County Commissioners Court.

- D. New hires (employees newly hired by the County) may join the SLP no later than thirty (30) days following twelve (12) months of continuous "creditable" service with the County; provided, however, such new hire cannot join the SLP at such time unless he or she can donate the minimum of 8 hours of sick time. If the new hire either fails to join within the said time period or if he or she is unable to join due to an inadequate sick leave balance, such new hire will be required to either wait until the next annual Open Enrollment Period or wait until any special enrollment period that may be offered by the SLP Committee and/or the Williamson County Commissioners Court.

- E. In order to join the SLP, an Employee must submit a SLP Enrollment and Contribution Form or go through the Online Open Enrollment Process with the Williamson County Human Resources Department prior to the end of each Open Enrollment Period or prior to the end of any special enrollment period. SLP Enrollment and Contribution Forms are available at the Williamson County Human Resources Department. An Employee's membership in the SLP shall be for a period of twelve (12) months beginning on the first day following each annual Open Enrollment Period. In the event that a special enrollment period is offered by the SLP Committee and/or the Williamson County Commissioners Court during the twelve (12) month period following the prior Open Enrollment Period, an Employee that enrolls during such period shall be a member of the SLP program from the date of enrollment until the next Open Enrollment period.

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- F. In order to maintain enrollment in the SLP from year to year, whether such Employee enrolled in the SLP program during an Open Enrollment Period or during a special enrollment period, each Employee must renew his or her membership in the SLP by contributing not less than eight (8) hours and not more than forty (40) hours of accrued sick leave into the SLP each year during the next Open Enrollment Period. Only one donation each fiscal year is required to maintain

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membership in the SLP. Except as otherwise specifically set forth herein, an Employee's failure to enroll during an Open Enrollment Period or during a special enrollment period, if offered, will result in the termination of the Employee's continued membership in the SLP.

- G. Each hour that an Employee donates to the SLP will be permanently subtracted from the Employee's accrued sick leave balance that is on file as of closeout of the Open Enrollment Period or the special enrollment period in which the Employee joined the SLP. No advances on sick leave accruals will be granted to allow an Employee to meet the minimum required contribution.
- H. An Employee's contribution of accrued sick leave hours shall be irrevocable and the Employee, by making such contribution, agrees to release any and all rights and interest in and to the contributed sick leave hours.
- I. The accrued sick leave hours that an Employee contributes to the SLP shall become the property of the SLP and cannot be returned in the event the Employee dies, retires, resigns, is terminated, is placed on temporary suspension or otherwise fails to maintain his or her membership in the SLP from year to year.
- J. The time contributed to the SLP cannot be designated to be given to any particular Employee.
- K. There is no guarantee that a contributing Employee will receive or be eligible to be reimbursed any time that he or she contributes to the SLP should such Employee have a need to make application for SLP time at a later date.
- L. Upon the conclusion of twelve (12) months following the prior year's Open Enrollment Period, any unused time that remains in the SLP shall be determined and carried forward for the next twelve (12) month period of the SLP.
- M. An Employee who is terminated, who resigns or who retires may donate not more than eighty (80) hours of their accrued sick leave prior to the time of their departure from County employment.
- N. If, at any time, the sick leave available through the SLP falls below the number of days equal to two times (2x) the number of members of the SLP, each Employee member may voluntarily contribute eight (8) additional hours of accrued sick leave time to the SLP in order to maintain membership in the SLP. This type of contribution would be considered an emergency allocation that is necessary to bring the pool up to the amount of hours needed to maintain the continued operation of the SLP.

GRANTING OF TIME FROM SLP

- A. The SLP may only be granted to and used by an Employee (1) for a Catastrophic Illness or Injury that makes the Employee unable to perform the Employee's job, or (2) to care for the Employee's Immediate Family member, who has a Catastrophic Illness or Injury. Furthermore, SLP time will not be granted to an Employee unless the Employee would also qualify for use of sick leave under the County's benefits policies.

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- B. Intermittent Leave may be granted so long as such leave qualifies as a Catastrophic Illness or Injury hereunder. Such Intermittent Leave grants are normally approved with the intent of providing the member time to come back to work.
- C. Pregnancy will not be covered by the SLP, but complications due to pregnancy or delivery that qualify as a Catastrophic Illness or Injury will be considered.
- D. SLP time will not be granted to an Employee when he or she is receiving worker's compensation benefits under the Texas Workers Compensation Act. SLP time will also not be granted in cases where the Employee's receipt of SLP time would allow such employee to have paid time past the ending date of their current entitlement to FMLA leave.
- E. During each twelve (12) month period following an Open Enrollment Period, the maximum amount of SLP time that may be granted to an eligible Employee shall not exceed one-third (1/3) of the total amount of the SLP, or one hundred twenty (120) hours, whichever is less as of the time of the Employee's application.
- F. If an Employee who has received time from the SLP returns to work and he or she or his or her Immediate Family Member later becomes ill again from the same or different Catastrophic Illness or Injury within the same twelve (12) month period, the Employee may apply for additional SLP time for follow up medical treatment if the employee has again exhausted all applicable accruals due to the Catastrophic Illness or Injury or has not earned accruals since returning to work; provided, however, such Employee shall not be granted any amount of SLP time that would cumulatively exceed the lesser of one-third (1/3) of the total amount of the SLP as of the time of the Employee's initial application for SLP time, or one hundred twenty (120) hours.
- G. Requests for the granting of additional time from the SLP must be applied for by the Employee and shall not be automatically granted.
- H. An Employee cannot receive time from the SLP if the Employee is placed on temporary suspension, is on approved leave of absence or is otherwise terminated.
- I. All unused time that was granted to an Employee from the SLP shall be returned to the SLP.
- J. The grant of time from the SLP to an employee shall terminate upon the earliest occurrence of the following:
1. The date the Employee returns to work; or
 2. The exhaustion of the specific amount of time that the SLP Committee granted to the Employee, unless the SLP Committee has granted the Employee additional SLP time and, in such case, upon the exhaustion of any additional SLP time that was granted to the Employee; or
 3. The effective date of the Employee's termination (including termination due to the Employee's death), suspension, leave of absence, retirement, or resignation; or
 4. The Employee has used the maximum amount of SLP time allowable under this policy; or
 5. The SLP Committee determines that the Employee is no longer eligible to receive any further or additional time from SLP.

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PROCEDURE

- A. An eligible Employee must apply for permission to receive time from the SLP by submitting a SLP Withdrawal Request Form to the SLP Administrator. The SLP Withdrawal Request Forms shall be available at the Williamson County Human Resources Department. Each SLP Withdrawal Request Form must be completely filled out and include the following:
1. The date on which the Catastrophic Illness or Injury commenced;
 2. The probable duration of the Catastrophic Illness or Injury;
 3. The appropriate medical factors within the knowledge of the Employee's Licensed Health Practitioner regarding the Catastrophic Illness or Injury;
 4. A statement from the Licensed Health Practitioner that the Employee is unable to perform the functions of his or her position;
 5. The anticipated date the Employee will be eligible to return to work;
 6. The amount of time requested from the SLP;
 7. If the Employee is applying for SLP time in order to care for an Immediate Family Member, the Employee must include a statement from the Immediate Family Member's Licensed Health Practitioner that the eligible Employee is needed to care for his or her Immediate Family Member, along with an estimate of the amount of time that the Employee is needed to care for his or her Immediate Family Member; and
 8. Any other information that the Administrator or the SLP Committee deems necessary.
- B. The completed SLP Withdrawal Request Form, along with all of the required documentation and information must be submitted no more than ten (10) days prior to the exhaustion of all of the Employee's accrued sick leave, vacation and compensatory time. The obligation to submit said form and required documentation and information shall be the Employee's responsibility. The Employee's failure to complete the said form and provide the required documentation and information may result in the denial or delay of any grant of time from the SLP. If an Employee is critically ill and unable to file the SLP Withdrawal Request Form and required documentation and information, the Employee's supervisor or department head may, at the request of the Employee's family, submit the request form and required documentation and information; provided, however, the department head or supervisor must obtain a written consent form for the applicable HIPAA and FMLA privacy laws in order to take such action.
- C. Upon receipt of an Employee's completed SLP Withdrawal Request Form (along with all required documentation and information), the SLP Administrator shall review the request and provide a recommendation to the SLP Committee.

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D. The SLP Committee shall call a meeting in order to review both the Employee's completed SLP Withdrawal Request Form (along with all required documentation and information) and the Administrator's recommendation. At such called meeting, the SLP Committee shall vote based on the terms and conditions of this policy to approve, deny or modify the amount of time that an Employee is requesting from the SLP. **The SLP Committee's decision to approve, deny or modify the amount of time that an Employee is requesting from the SLP shall be final.** The requesting Employee or a member of his or her family may be required to appear at a called meeting before the SLP Committee in order to substantiate the request. The SLP Committee may, at its sole discretion, require that the supervisor, department head and/or elected official under which the requesting employee works appear and/or provide any information and testimony that the SLP Committee deems necessary for its deliberation of whether or not to approve, deny or modify the amount of time that an Employee is requesting from the SLP. Previous FMLA qualifying events shall not be taken into consideration when approving/disapproving leave from the SLP, however non-FMLA leave usage from the date of hire up to the SLP request may be considered when approving/disapproving leave from the SLP.

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E. In the event the SLP Committee votes in favor of granting time from the SLP to a requesting Employee, the SLP Committee shall notify the Administrator of the amount of SLP time that has been granted. The Administrator shall then approve the transfer of that amount of time from the SLP to the Employee. The amount of SLP time granted to an Employee shall be credited to the Employee and shall be used in the same manner as accrued sick leave. Furthermore, in accordance with state law, an Employee absent on sick leave assigned from the SLP is treated for all purposes as if the Employee were absent on earned sick leave.

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F. The SLP Committee may require an Employee, who has been granted time from the SLP, to undergo periodic return visits to his or her Licensed Health Practitioner to assess progress and make continuing reports to the Committee. If the SLP Committee determines that the Employee is no longer eligible to receive time from the SLP, the SLP Committee can withdraw its existing grant of SLP time to the employee and discontinue any further transfers of SLP time to such Employee.

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G. The SLP Committee reserves the right to modify or waive any requirement or condition listed herein, with the approval of the Commissioners Court, to address any special or unusual circumstances that may arise.

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H. Sick leave granted from the SLP may not be used to pay for holidays and shall only be used for approved workdays. An Employee that is on shift work (i.e., other than normal forty [40] hour work weeks) must provide a copy of his or her shift schedule for the entire duration of the requested SLP grant. In the event this type of Employee is granted time from the SLP, he or she will be charged the corresponding hours of their respective duty shifts (i.e., 12 or 24 hours vs. an 8 hour shift).

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I. Each Employee that receives a grant of time from the SLP must return to work after he or she has been released by his or her Licensed Health Practitioner. A Fitness for Duty Form must be completed by a Licensed Health Practitioner and be returned to the Williamson County Human Resources Department before an Employee on a SLP grant may return to work. The Fitness for Duty Form shall advise if the Employee is fit for duty and list any and all restrictions relating to the Employee's return to work.

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J. FMLA leave shall run concurrently with leave granted from the SLP.

K. The estate of a deceased Employee shall not be entitled to payment for unused sick leave acquired by the Employee from the SLP.

L. An Employee shall not earn sick leave, annual leave, vacation time or any other type of paid leave when receiving time from the SLP. However, allocated time from the SLP shall be included in computing an Employee's length of service with the County.

MISCELLANEOUS PROVISIONS

A. The County may discontinue and/or terminate the SLP program without cause or liability upon one hundred twenty (120) days written notice to all Employees that are participating in the SLP program as of the date of its termination.

B. If any provision of this SLP shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire SLP will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. If any provision of this SLP is determined to be invalid or unenforceable, it is the desire and intention of the County that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this SLP.

C. The guidelines, terms and conditions of this SLP program may be amended at any time upon the recommendation of the SLP Committee. Any recommended amendments must be approved by the Commissioners Court.

SLP REQUIRED FORMS

The following forms may be obtained from the Williamson County Human Resources Department:

A. SLP Enrollment and Contribution Form

B. SLP Withdrawal Request Form

C. Fitness For Duty Form

NOTE: The above referenced forms may be revised periodically. It is the Employee's obligation and responsibility to check with the Williamson County Human Resources Department to ensure correct forms are used.

Civil Leave

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1. JURY DUTY - Williamson County encourages employees to serve on jury duty when required. Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate the absence. Of course, employees are expected to report for work whenever the court schedule permits. Any questions regarding work schedule should be directed to the employee's supervisor. Either Williamson County or the employee may request an excuse from jury duty if, in Williamson County's judgment, the employee's absence would create serious operational difficulties. Williamson County will continue to provide health insurance benefits, vacation, sick leave, and holiday benefits for eligible employees. County employees are also eligible for juror checks and may keep such remuneration in addition to the County pay.
2. WITNESS DUTY - Williamson County encourages employees to appear in court for witness duty when subpoenaed. If an employee has been subpoenaed or requested to testify as a witness for Williamson County, they will receive paid time off for the entire period of witness duty. Employees will be granted a maximum of 36 hours of paid time off to appear in court as a witness at the request of a party other than Williamson County or the State of Texas. Employees will be paid at their base rate and are free to use any remaining paid leave benefits (vacation leave) to receive compensation for any period of witness duty absence that would otherwise be unpaid. The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, when necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.
3. PRIVATE LITIGATION - If an employee is absent from work to appear in private litigation in which he/she is a principal party, the time off will be charged to vacation or leave without pay.

Leave Without Pay

1. The Human Resources Department discourages allowing an employee to be granted unpaid leave time. However, in cases other than Family and Medical Leave, any official or department head may grant leave without pay to any employee so long as the official or department head can discharge the responsibilities of the office or department without the presence of the employee. As long as the employee is on leave without pay, the employing official or department head may not hire another regular, full-time employee to fill the position, unless expressly authorized to do so by the Commissioner's Court.
2. Vacation and sick leave accrual will continue only as long as the employee is on paid leave; once the employee has expended all paid leave, accrual will cease until the employee returns to work.
3. Employees who are on leave without pay should contact the Human Resources Department for details concerning continued health insurance coverage during their leave without pay.

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Workers' Compensation

1. The County carries insurance to cover approved costs for work-incurred injury or illness. Workers comp benefits, if approved, help pay for the employee's medical treatment, if any, and part of any income that may be lost. Specific benefits are prescribed by law, depending on the circumstances of each case.
2. In compliance with the Texas Workers' Compensation Insurance Act, all Williamson County employees are provided workers' compensation coverage. Newly hired employees may elect to "opt out" of our workers compensation coverage if they provide written notice to the Human Resources Department within 5 days of their hire date.
3. The Williamson County Human Resources Department will report all injuries to the County's workers compensation provider as they are reported. Claims for lost time are forwarded to the Texas Department of Insurance – Division of Workers' Compensation (TDI-DWC). More information about workers compensation rights may be obtained from TDI-DWC, by calling 512-804-4000.
4. To assist in obtaining coverage, employees shall report all work-related accidents to the appropriate supervisor immediately. The supervisor must then notify the Human Resources Department as soon as possible. The Human Resources Department must notify the workers' compensation carrier within 8 days from the date of injury. Along with the report of injury, an accident investigation report should also be submitted.
5. More information about workers' compensation rights may be obtained from the Texas Department of Insurance – Division of Workers' Compensation (TDI-DWC), or by calling 512-804-4000, or by contacting the Human Resources Department at 512-943-1533. The Human Resources Department will report all injuries to the County's workers compensation provider as they are reported.

Teleconferencing

The County has multiple teleconferencing phone lines available for use. Where possible, teleconferencing should be used in lieu of face to face meetings that would otherwise require travel. Access to the teleconferencing phone lines can be obtained through the Technology Services Department help desk at HelpDesk@wilco.org 943-1456.

Travel Policies

1. The employee shall be responsible for all excess cost and additional travel expense resulting from taking an indirect route or a delayed return trip for personal preference or convenience.
2. No advance travel expenditure will be paid directly to the employee. If an employee pays for an expense in advance, reimbursement will **not** be made until after the trip is taken.
3. Reimbursement for transportation costs will be at the most reasonable means of transport. (i.e.: airline cost will be reimbursed at coach rate)

4. The County will not be responsible for, nor reimburse for additional charges due to personal preference or personal convenience of the individual traveling.
5. The County will not reimburse airfare prices if higher than the cost of mileage reimbursement. County employees may use Lovoi Travel or Accent Travel and charge airfare purchases on the County's air travel account.
6. Additional expenses associated with travel that is extended to save costs (i.e.: a Saturday night stay) may be reimbursed when the cost of airfare would be less than the cost of additional expenses (lodging, meals) if the trip had not been extended. Documentation will be required to justify the expense.
7. Per Code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274 (d) all expense reimbursement requests must include the following:
 - a) Date
 - b) Destination
 - c) Purpose
 - d) Name of traveler(s)
 - e) Conference/seminar agenda or any correspondence that verifies the business purpose of the expense.
8. Each expense reimbursement must have an original signature of the person requesting the reimbursement and the department head approval. The person approving an expense reimbursement should verify the correct budget line item is being charged.
9. A secondary authorization signature on a reimbursement is required if the individual is not an elected official.
10. All expense reimbursements must be received in the Auditor's office no more than 60 days after the incurrence of the expense. Any items over the 60 days will be denied reimbursement. The County Judge has the authority to approve requests over 60 days old.
11. The County will not reimburse travel expenses incurred by a spouse or other individual accompanying an employee on business.
12. All expenses except mileage and meals must have a paid receipt. If a receipt cannot be obtained, a written statement of the expense from the employee may be substituted for the receipt.
13. The Supreme Court has ruled that the Internal Revenue's ruling that "traveling expenses" incurred "while away from home" which are deductible under Section 162 (a) (2) of the Internal Revenue Code include the cost of meals only if the trip requires sleep or rest. Therefore, all meals not associated with an overnight stay are taxable to employees.
14. All credit card bills paid through Account Payable (i.e.: American Express; JP Morgan) must have detailed receipts attached, excluding meal receipts. Meals for day travel should NOT be

charged on a County credit card. (See item 13 above) County credit card statements must be approved by someone other than the card holder unless the card holder is an elected official.

15. Sales tax on goods purchased will not be reimbursed. Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. The sales tax exemption form is available in the Financial Center.

16. An employee who loses a required receipt should seek a duplicate. When an acceptable duplicate is unobtainable, the employee should submit a signed affidavit itemizing the expenditure with the expense report.

17. The County will not pay for any late charges incurred on County credit cards. It is the card holder's obligation to make sure the bill is submitted in a timely manner.

18. The County will hold the individual(s) who made the charges responsible for finance charges and/or late payments due on invoices or credit card payments that are turned in to Accounts Payable late or because the department budget did not have enough funds to process the payment in a timely manner.

19. Employees shall be responsible for repayment of inappropriately reimbursed expenses whenever an audit or subsequent review of the travel expense reimbursement documentation finds that such expenses were reimbursed contrary to these guidelines.

20. Any personal expense incurred by employees should be reimbursed to the County. Please attach your check made payable to Williamson County for these charges with your expense reimbursement.

21. Expenses incurred due to an employee or elected official serving on a board or committee of an association related to their County employment will only be reimbursed to the extent that the association does not reimburse the employee. The employee needs to provide documentation of their request for reimbursement from the association and the association's denial of the request.

Seminars/Conferences

1. A copy of a check in lieu of a paid receipt may be used as the receipt for registration fee reimbursement.

2. The check must be made payable to the seminar/conference and a copy of the check is required. In addition, a brochure or similar document of the conference indicating the amount of registration fee and the conference agenda must accompany the copy of the check supporting the reimbursement claim.

3. You can request payment directly to the seminar/conference by submitting a check requisition form to the Accounts Payable Department with proper backup documentation. Please note that a check request will take 13-20 days to process once it is received in the Accounts Payable Department.
4. Registration fees, if paid by the employee will not be reimbursed until after the conference or training date.

Tuition Reimbursement

The County may pay for training, including class work, related to obtaining certification directly relevant to County business, as defined by the office or department involved and **pre-approved** by the County Auditor for full time employees. The training/class work must provide the employee with skills and/or knowledge that is specifically applicable to the employee's job description. A copy of the employee's job description and the course description should be submitted with the approval request. The funds for these courses must be available in the appropriate departments training budget. The County will reimburse only the actual number of credits per each course up to a total of 6 credit hours per fiscal year. After completing the course(s) and achieving minimum established grades (C for undergraduate and B for graduate), employees may apply for reimbursement of 100% tuition not to exceed that which would be payable at a state supported college or university located within a 50 mile radius of Williamson County.

Off Site Staff Development

Off site staff development is a period away from normal activities for study and instruction under a **professional trainer**. These periods away from the office provide a forum to discuss issues and ideas that will aid in running your department.

1. Off site staff development is limited to once a year per department.
2. The total cost for off-site staff development should not exceed (per employee) the normal and/or customary cost for an individual employee training expense.
3. Any expense incurred due to attendance at an off-site staff development must follow the guidelines in the Employee Manual (i.e.: meals, lodging, mileage, etc).

4. A list of attendees must be submitted for documentation as required by IRS Publication #463.

Meals (#3 Revised 10/26/2010 Statement added for clarification purposes)

1. Reimbursement for meal costs in travel of less than one day is provided solely to offset actual expenses where restaurant meal costs are incurred.
2. Each employee is on their honor to request reimbursement for actual expenses incurred.
3. Meals are reimbursable only for County business trips that are **outside** the County. Exception may be made for Commissioners' Court meetings that extend beyond 1:00 p.m. and off-site staff development opportunities that are held within the County.
4. Meal reimbursements are limited to a maximum of \$40.00 per day. An employee may claim up to \$20.00 for meals when traveling outside the County for day trips. An employee may claim up to \$40.00 for meals when traveling outside the County and an overnight stay is necessary or when the employee's work hours extends at least three hours beyond their normal scheduled workday. You will be required to provide documentation of extended work hours.
5. If an overnight stay is **required**, but the stay does not exceed a 50-mile radius outside the County, you may claim an amount up to the \$40.00 overnight allowance for your meals, but lodging will not be reimbursed.
6. Meal receipts are not required unless requested by your supervisor or department head or the meal is charged on a County credit card. Meal receipts that are turned in to Accounts Payable will be reimbursed for the actual meal costs.
7. No reimbursement will be made for alcoholic beverages.
8. The IRS has ruled that certain amounts paid to employees for meal expense may be taxable income to the employee. Meals associated with **day travel** are taxable to the employee. These reimbursements will be forwarded to the payroll department to process the expense. Do not charge day travel meals on your County procurement card. You will be required to reimburse the County for these expenses and submit an expense reimbursement request.
9. Employees should only request reimbursement for their own expenses. Any employee who requests reimbursement for a day travel meal for another employee will be charged taxes on the amount requested for both employees.
10. Tips should be reasonable and should be included in the \$20.00 or \$40.00 meal allowance.
11. Employees whose duties take them to alternate work locations within the County are not reimbursed the lunch meal. It is the employee's own responsibility to make provisions for lunches that are incurred within the County.
12. No meals purchased for entertainment/business purposes will be allowed.

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13. Meal reimbursements will be paid for County employees only.
14. Meal reimbursements for an overnight stay must be substantiated with a hotel receipt or a written statement from the employee if non-commercial lodging was obtained.

Lodging

1. Lodging expenses will be reimbursed only if traveling **beyond** a 50-mile radius of Williamson County. (This means 50 miles beyond the County line. Lodging in Austin will not be reimbursed.)
2. Hotel accommodations require an original itemized hotel folio as a receipt. The lodging receipt should include the name of the motel/hotel, number of occupants and the goods or services for each individual charge such as room rental, food, tax, etc. Credit card receipts by themselves are not acceptable.
3. Individuals will only be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available you must provide documentation to justify the expense. You may also be required to provide additional documentation if the room rate appears to be excessive.
4. When lodging is shared by two or more employees the names of the authorized travelers should be noted on the receipt.
5. Each employee should review the room invoice carefully for accuracy upon checking out.
6. Personal telephone charges, whether local or long distance, are not reimbursed. If you incur telephone charges that are County related, please identify them on your hotel receipt.
7. Government rates, when available should be requested at all times.

Airfare

1. The County will only incur up to a coach price fare for air travel when required.
2. The County will not be responsible for, nor reimburse for additional charges due to the personal preference or personal convenience of the individual traveling.
3. Airfare may be charged to the County's air travel account that has been established with Lovoi Travel and Accent Travel.
4. Airfare reimbursement will be paid directly to the travel agency, airlines or your County travel card. (i.e.: JP Morgan)
5. Employees who pay for their own airfare tickets will be reimbursed **upon return** from their business trip.

6. Air travel expenses must be supported with the receipt copy of your airline ticket or an itinerary. If tickets are purchased through a web site, please submit a copy of the web page showing the ticket price if no paper ticket is issued.
7. Cancellation penalties may be levied by airlines when a ticket cannot be used. The County could reimburse the employee this cost if the change in travel plan was due to a business related change or a personal emergency. Documentation for the change must be submitted to the County Judge for consideration of payment and is subject to review by the County Auditor per Local Government Code 113.064.
8. Should an airline delay necessitate an overnight stay, the employee must first attempt to secure complimentary lodging from the airline. If unsuccessful, the employee should obtain lodging at the most reasonable available rates and the County will reimburse this expense. Documentation for the delay must be submitted.
9. The County will not reimburse employees for tickets purchased with frequent flyer miles.

Car Rental

1. Travelers may rent a car at their destination when:
 - a. It is less expensive than other transportation modes such as taxis, airport shuttles or public transportation such as buses or subways.
 - b. Cars rented should be economy or mid size. Luxury vehicle rentals will not be reimbursed.
2. Rental cars will not be allowed for travel within the County.
3. Employees may rent a car to travel to their business destination outside the County only if the total cost of the rental is less than the mileage reimbursement cost. (Check with Accounts Payable for current rates) Documentation showing the cost comparison between the rental cost and mileage may be required.
4. Many car rental companies charge an exorbitant cost for gasoline if the car is not returned with a full tank. Employees should avoid such unnecessary charges by returning the car with a full tank.
5. The rental agreement and the charge card receipt (if applicable) must be turned in with the expense request.
6. Insurance purchased when renting a vehicle may also be reimbursed.

Personal Car Usage

1. Any County official or employee who is authorized to use their personal vehicle when required to travel on official County business may be entitled to receive a reimbursement equal to

the standard mileage rate allowed by the IRS. Check with the Accounts Payable department for current rates.

2. Mileage will be reimbursed on the basis of the commonly used route.
3. Reimbursement for mileage shall not exceed the cost of a round trip coach airfare. You may be required to provide a cost comparison between mileage and airfare.
4. Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
5. Mileage should be calculated from the employee's regular place of work or their residence, whichever is the **shorter** distance when traveling to a meeting, conference or seminar.
6. When more than one employee travels in the same vehicle, only one person may claim mileage reimbursement.
7. To be reimbursed for the use of a personal vehicle, travelers must provide the following information on their expense report per IRS guidelines:
 - a. The purpose of the trip
 - b. Date
 - c. Location traveled to and from
 - d. Number of miles traveled
8. Tolls and parking fees, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of the expense must be submitted for reimbursement.
9. Toll Tags will be purchased for County vehicles as approved by the County Judge. Some examples of this are for the haul trucks in [Department of Infrastructure](#), and transportation vehicles in Juvenile Services. Contact the County Auditor's Office to assist in setting up these accounts and getting approval of the County Judge. County vehicles with toll tags and those that are exempt may access the toll roads for County business only and not for personal commuting.
10. It is the responsibility of employees to keep track of their own mileage.
11. The officials and employees who are listed in the section entitled "County Vehicles" below are to be provided with a County vehicle in lieu of mileage.
12. Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, car repairs and collision damage are not reimbursable.
13. Officials using personal vehicles on County business will be subject to a Vehicle use Policy adopted by the Commissioner's Court.

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Other Expenses, Etc.

1. Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt. If a receipt is unobtainable or is lost, a written statement must be submitted for the expense.
2. Expenses other than meals or mileage require a receipt for reimbursement.
3. Only paid receipts will be reimbursed.
4. A department may purchase small appliances (i.e.; microwaves, refrigerators) for the convenience of their employees.
5. The County will pay for uniforms, per IRS Guidelines; only if the below is adhered to.

Uniform Policy

Uniforms for law enforcement and corrections personnel shall be issued subject to policies issued by the relevant elected official.

Uniforms for all other County personnel shall be subject to the following County-wide policy:

1. No uniforms shall be issued to any County employee unless the department head has determined that the wearing of a uniform by that employee is a reasonable job requirement. In the case of a department head, the County Judge must make this determination.
2. All uniforms shall be so distinctive as not to be readily adaptable for personal use.
3. The uniform must be worn while on duty at all times required by management as a condition of employment. The uniform may also be worn while traveling directly to or from a location where the uniform is required, or while on an authorized meal or other break during a work period when the uniform is required. The uniform may not be worn at any other time.
4. All uniforms and other County property shall be promptly returned if the person leaves County employment.
5. No uniform shall be issued to an employee unless they have acknowledged this policy in writing.
6. No funds from the current county budget may be expended for uniforms except in compliance with this policy.

For any official, their employee, or the employees or reserve deputies of other departments to receive expense allowances for the above referenced expenses, the funds to be used to pay the reimbursement must have been appropriated by the Commissioner's Court prior to the expense being incurred.

Employee Recognition Expenses

Employee Recognition Expenses should be nominal in nature. These items can be taxable to the employee. In order to avoid an item being taxable, the following purchases will be allowable for Employee Recognition. Plaques or Certificates of recognition for service, etc. . Plaques or Certificates of recognition for Retirement. The purchase of gift cards or meals is not allowable as they are taxable items. Please refer any questions to the Auditor's Office for clarification of your purchases in this area prior to incurring expenses.

Non-Reimbursable Expenses

1. The County does not reimburse expenses related to the County Government Week or holiday decorations.
2. Coffee, tea and other related items used by employees are not reimbursable expenses.
3. Mileage to and from County functions such as the Christmas party or Employee Appreciation luncheon is not reimbursable.
4. Other non-reimbursable expenses:
 - a. alcoholic beverages/tobacco products
 - b. personal phone calls
 - c. laundry service
 - d. valet service
 - e. movie rentals
 - f. damage to personal clothing
 - g. flowers/plants
 - h. greeting cards
 - i. fines and/or penalties
 - j. entertainment, personal clothing, personal sundries and services
 - k. transportation to places of entertainment or similar personal activities
 - l. up-grades, air, hotel or car rental
 - m. auto repairs
 - n. baby-sitter fees, kennel costs, pet or house-sitting fees
 - o. saunas, massages or exercise facilities
 - p. credit card delinquency fees
 - q. doctor bills, prescriptions and other medical services
 - r. lifetime memberships to any association for any employee or elected official

Administrative Leave

For disciplinary or other reasons, an employee may be placed on paid or unpaid administrative leave.

EMPLOYEE BENEFITS

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Health Benefits

1. All eligible County and Precinct officials, employees (full time status regularly working thirty (30) or more hours per week) and retirees will have the opportunity to enroll in the health benefit plans under the Self-Funded Williamson County Benefits Program. Retirees who opt out of the opportunity to enroll in Medical benefits at time of Retirement will not be eligible to enroll at a later date. The Self Funded Benefits Program has an annual budget that is reviewed and approved during the budget process each year. This budget includes all claims, administrative and operating expenses associated with the program.

2. A Benefits Committee composed of the County Judge, one County Commissioner and five (5) other persons selected from department heads and employees will serve as voting trustees of the Williamson County Benefits Program. Three (3) year terms for Benefit Committee member are as follows:

- 1)
- 2)
- 3)
- 4)
- 5)
- 6)
- 7)

The committee will act in compliance with the Texas Local Government Code, Chapter 172, sec. 172.001-172.015, Texas Political Subdivisions Uniform Group Benefits Program. Non-voting staff members from the Human Resources Department, County Attorney's office and County Auditor's office also attend and participate in these meeting. Regular Benefits Committee meetings are scheduled in advance for each fiscal year. These meetings are held in compliance with the Texas Open Meetings Act and are open to the public. The meeting dates can be found on the Human Resources Intranet site calendar.

3. All employee health premium rates will be paid on a pretax basis through payroll deduction. The employee health premium rates will be determined each year by the Williamson County Benefits Committee and approved by the Commissioners' Court. Annual estimated minimum increases are the equivalent of current medical trend (inflation) rates. The County will fund the balance of the total health premium that is over and above the portion paid by the employee.

4. County and Precinct officials, employees and retirees may also cover their eligible dependents under the same health benefit plan that they elect. The appropriate additional premium for dependent coverage will also be deducted through payroll on a pretax basis. (Except for retirees)

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5. The eligible retiree will be provided health benefits for a specified premium rate, with the County funding the balance of the total health premium. The retiree may also cover their eligible dependents for an additional specified premium rate. A retiree is defined as someone who retires directly from active duty with Williamson County and is receiving lifetime monthly Texas County and District Retirement System (TCDRS) pension benefit payments. The County will stop insurance coverage on the retiree when: a) the retiree becomes eligible for Medicare or b) the retiree fails to submit the required set premium. The County will stop insurance coverage on the retiree dependent when the retiree dependent becomes eligible for Medicare. Anyone that retired before April 1, 1994, will have health insurance coverage until age seventy (70). All other retirees and retiree's eligible dependents will have health insurance coverage until age sixty-five (65) at which time coverage will cease.

6. The County's funding for the health plan will be calculated and paid based on the total budgeted full-time positions (whether vacant or filled) for the fiscal year multiplied by the Court's approved employer health plan contribution rate. *Payment from all funds that are budgeted for staff will be processed and paid to the Self-Funded Williamson County Benefits Program. This does not apply to any staff positions fully funded from federal, state, or local grants. The County's health plan funding for staff positions fully funded from federal, state or local grants will be processed as part of semi-monthly payroll processes. The monthly payment amount would remain constant barring any mid-year staff additions or reductions.*

7. Information regarding the specific benefit plans and programs currently being offered to employees can be found on the Human Resources Intranet site, [under the link to "Employee's Guide to Benefit Plans & Programs"](#).

Newly Hired employees are eligible for Williamson County Benefits after a 60 day waiting period. Benefits shall become effective on the first day of the month following the employee's eligibility date. Payroll deductions for elected benefits shall begin in the first pay period in which the coverage becomes effective.

Open enrollment

An open enrollment process is offered to employees, retirees and their eligible dependents each year, usually in the Fall. During open enrollment, employees, retirees and eligible dependents may elect to change their benefit package. Changes may include first time enrollment, termination of coverage or changing elections for medical, dental and vision coverage and flexible spending accounts. Open enrollment changes will be effective November 1st.

Changing Your Benefit Elections

The benefit choices you make during the new employee enrollment period or the annual open enrollment period remain in effect for the benefit plan year. You may not change your elections during the year just because you change your mind or don't use your benefits. However, you may change your level of coverage (employee only, employee plus spouse, etc.) if you have a change in family status.

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Examples of Family Status change:

- Marriage, divorce or legal separation
- Adding a child through birth or adoption
- Spouse dies
- Child dies or is no longer an eligible dependent under the terms of the specific plan
- Spouse starts or ends employment
- Spouse moves from full-time to part-time (or vice versa)
- Spouse takes an unpaid leave of absence
- You or your spouse takes an unpaid leave of absence
- You or your spouse have a significant change in eligibility for your spouse's employer's group health coverage attributable to your spouse's employment, or
- You meet the requirement under a Qualified Medical Child Support Order (QMCSO)

You must notify the Human Resources Department of a change in family status within 31 days from the date of the event. Additionally, you may be required to provide proof of status change. Otherwise, you may not be allowed to change your coverage. To be approved, your new benefit election must be consistent with the change in family status.

Retirement

Currently all officials, their employees and employees of other departments are required to participate in the Texas County and District Retirement System as a condition of employment. Effective January 1, 2007, all part-time employees (as distinct from "Temporary" as defined in "Pay Plan and Pay Policies" under Payroll Definitions), will be required to participate in the Texas County and District Retirement System, regardless of the number of hours worked per week or year. The Payroll Department shall deduct the required amount from the employee's salary and the County shall make the required County contribution. The Commissioner's Court has appointed the Senior Director of Human Resources as custodian of the County Retirement System. Temporary workers may be exempt from participation as provided by Retirement System regulations.

TCDRS Procedures

1. The County will not rehire a person with a TCDRS service retirement annuity from the County or another TCDRS-participating subdivision into a non-temporary position unless the person has a bona fide termination from the County or other participating subdivision and a break in service of at least 60 days.
2. Williamson County elected officials, department heads, or other agents of the County shall not make any prior commitments, agreements, or arrangements to rehire a Williamson County TCDRS retiree into a non-temporary position in anticipation of his or her retirement.
3. After a bona fide termination and a 60-day break in service, a Williamson County TCDRS retiree cannot be rehired into a non-temporary position unless the retiree and the hiring authority

sign a statement affirming that there were no prior commitments, agreements, or arrangements to rehire the retiree.

4. A TCDRS retiree rehired into a non-temporary position will establish an account separate from the account from which the employee is receiving a service retirement annuity.

5. In emergency situations, or when it is in the best interest of the County, a TCDRS retiree may be rehired, without a waiting period, as a temporary employee for a period not to exceed 130 calendar days. A retiree working as a temporary employee cannot be moved to a non-temporary position unless (a) the retiree and the hiring authority sign a statement affirming that there were no commitments, agreements, or arrangements to rehire the retiree into a non-temporary position prior to the retiree's original termination, and (b) the retiree had at least a 60 day break in service before being hired as a temporary employee.

APPENDIX A — PUBLIC SERVANTS, BRIBERY, HONORARIA, GIFTS

Public Servant, Section 1.07(a) (41), Texas Penal Code

"Public servant" means a person elected, selected, appointed, employed, or otherwise designated as one of the following, even if he has not yet qualified for office or assumed his duties:

- (A) an officer, employee, or agent of government;
- (B) a juror or grand juror;
- (C) an arbitrator, referee, or other person who is authorized by law or private written agreement to hear or determine a cause or controversy; or
- (D) an attorney at law or notary public when participating in the performance of a government function; or
- (E) a candidate for nomination or election to public office;
- (F) a person who is performing a governmental function under a claim of right although he is not legally qualified to do so.

"Benefit" Defined, Section 1.07(a) (7), Texas Penal Code

"Benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct and substantial interest.

Bribery--Section 36.02, Texas Penal Code

(a) A person commits an offense if he intentionally or knowingly offers, confers, or agrees to confer on another, or solicits, accepts, or agrees to accept from another:

- (1) any benefit as consideration for the recipient's decision, opinion, recommendation,

vote, or other exercise of discretion as a public servant, party official, or voter;

(2) any benefit as consideration for the recipient's decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding;

(3) any benefit as consideration for a violation of a duty imposed by law on a public servant or party official; or

(4) any benefit that is a political contribution as defined by Title 15, Election Code, or that is an expenditure made and reported in accordance with Chapter 305, Government Code, if the benefit was offered, conferred, solicited, accepted, or agreed to pursuant to an express agreement to take or withhold a specific exercise of official discretion if such exercise of official discretion would not have been taken or withheld but for the benefit; notwithstanding any rule of evidence or jury instruction allowing factual inferences in the absence of certain evidence, direct evidence of the express agreement shall be required in any prosecution under this subdivision.

(b) It is no defense to prosecution under this section that a person whom the actor sought to influence was not qualified to act in the desired way whether because he had not yet assume office or he lacked jurisdiction or for any other reason.

(c) It is no defense to prosecution under this section that the benefit is not offered or conferred or that the benefit is not solicited or accepted until after:

(1) the decision, opinion, recommendation, vote, or other exercise of discretion has occurred; or

(2) the public servant ceases to be a public servant.

(d) It is an exception to the application of Subdivisions (1), (2), and (3) of Subsection (a) that the benefit is a political contribution as defined by Title 15, Election Code, or an expenditure made and reported in accordance with Chapter 305, Government Code.

(e) An offense under this section is a felony of the second degree.

Acceptance of Honorarium—Section 36.07, Texas Penal Code

(a) A public servant commits an offense if the public servant solicits, accepts, or agrees to accept an honorarium in consideration for services that the public servant would not have been requested to provide but for the public servant's official position or duties.

(b) This section does not prohibit a public servant from accepting transportation and lodging expenses in connection with a conference or similar event in which the public servant renders services, such as addressing an audience or engaging in a seminar, to the extent that those services are more than merely perfunctory, or from accepting meals in connection with such an event.

(c) An offense under this section is a Class A misdemeanor.

Gift to Public Servant by Person Subject to his Jurisdiction, Section 36.08, Texas Penal Code

- (a) A public servant in an agency performing regulatory functions or conducting inspections or investigations commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows to be subject to regulation, inspection, or investigation by the public servant or his agency.
- (b) A public servant in an agency having custody of prisoners commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows to be in his custody or the custody of his agency.
- (c) A public servant in an agency carrying on civil or criminal litigation on behalf of government commits an offense if he solicits, accepts, or agrees to accept any benefit from a person against whom the public servant knows litigation is pending or contemplated by the public servant or his agency.
- (d) A public servant who exercises discretion in connection with contracts, purchases, payments, claims, or other pecuniary transactions of government commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any contract, purchase, payment, claim, or transaction involving the exercise of his discretion.
- (e) A public servant who has judicial or administrative authority, who is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of a tribunal's decision, commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any matter before the servant or tribunal.
- (f) and (g) not included in this Appendix
- (h) An offense under this section is a Class A misdemeanor.
- (i) A public servant who receives an unsolicited benefit that the public servant is prohibited from accepting under this section may donate the benefit to a governmental entity that has the authority to accept the gift or may donate the benefit to a recognized tax-exempt charitable organization formed for educational, religious, or scientific purposes.

Section 36.10, Texas Penal Code [Exceptions to 36.08]

(a) Sections 36.08 (Gift to Public Servant) and 36.09* (Offering Gift to Public Servant) do not apply to:

1. a fee prescribed by law to be received by a public servant or any other benefit to which the public servant is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a public servant;
2. a gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient; or

3. a benefit to a public servant required to file a statement under Chapter 572, Government Code, or a report under Title 15, Election Code that is derived from a function in honor or appreciation of the recipient if:

(A) the benefit and the source of any benefit in excess of \$50 are reported in the statement;

(B) the benefit is used solely to defray the expenses that accrue in the performance of duties or activities in connection with the office which are non-reimbursable by the state or political subdivision;

4. a political contribution as defined by Title 15, Election Code;

5. not included in this Appendix;

6. an item with a value of less than \$50, excluding cash or a negotiable instrument as described in Section 3.104, Business and Commerce Code; or

7. an item issued by a governmental entity that allows the use of property or facilities owned, leased, or operated by the governmental entity.

(b) Section 36.08 (Gift to Public Servant) does not apply to food, lodging, transportation, or entertainment accepted as a guest and, if the donee is required by law to report those items, reported by the donee in accordance with that law.

*Section 36.09 not included in this Appendix

APPENDIX B—ELECTRONIC SYSTEMS USE POLICY

Introduction

1. All County electronic systems (ES) are County property provided for the conduct of County business. Examples of ES are personal computers, laptops, telephones, electronic mail (email), voice mail, and Internet access software.
2. County officials and employees should be aware that ES communications or records may be subject to examination or review for legal or work-related purposes.

Confidentiality

1. Access to County systems and software is limited to authorized personnel with appropriate passwords. The Technology Services Department (TSD) may require a list of passwords for use of some County systems.
2. Officials and employees should not share passwords. If a password has been compromised, the official or employee should change it and, if necessary, notify TSD.
3. Officials and employees must be aware that information sent over local networks or the Internet may not be secure and can present confidential, privacy and disclosure issues for personnel and the County.

User Responsibilities

1. **Officials and employees must assume responsibility** for the content and dissemination of their ES messages. Most County ES communications constitute official records under the Open Records Act and may be available to the public. Officials and employees must be professional and prudent in using ES for sensitive communications.
2. (1) **Software licensing** is a serious legal issue. Improperly licensed software can result in serious legal repercussions or ramifications for the County and for the individual. It is imperative that all software be accounted for, properly licensed, approved by TSD or Commissioners Court, and installed by TSD or under the direction or oversight of TSD. (2) Personal software is not to be installed on County computers. (3) County software, unless specifically authorized by TSD, and only in rare situations, is not to be installed on an employee's personal home computer. (4) Software upgrades are only to be installed on computers containing properly-licensed versions of the original software. (5) All software media and the associated licenses are to be stored under the direction and control of TSD. Any violation of this paragraph must be immediately reported to TSD.

3. **Abusive, harassing, bigoted, obscene, and profane messages are strictly prohibited.**

These communications can result in legal repercussions, or ramifications or other penalties for the individual and the County. The County's Harassment and Discrimination Policies apply to ES communications and use. County officials and employees must immediately report any incidents of the sort listed in this paragraph. The incidents should be reported to the County Attorney or the Senior Director of Human Resources.

4. **Officials and employees shall not read, view, or listen to other employees' ES**

communications without a legitimate business need.

5. **Officials and employees shall not send ES communications which exceed limits** set by

TSD. An official or employee may request an exception from the PIO or TSD and, if denied, may appeal to the County Judge. Sending multiple ES communications in order to circumvent the limit is a violation of this policy.

6. **Based on the business need to communicate** with all County employees, certain departments

have the authority to send ES communications to all email users. Those departments include Human Resources, Payroll, County Judge/PIO, and TSD. Solicitations for non-County business are prohibited and are subject to the Solicitation policy.

7. **Any elected official or department head may designate one or more individuals** within

their own department to have authority to send ES communications to all employees within their own department even if the number of employees in that department exceeds the limit set.

8. **Protection and Security of Laptops and Other Portable Equipment** – An employee must receive

authorization from their department head or elected official prior to removing any laptop or other equipment from County property. An employee who removes a laptop or other equipment from County property is responsible for such equipment and must keep it secure at all times. Although it is recommended that employees never leave laptops and other equipment unattended, when it is absolutely necessary said equipment must be securely locked. Employees must take all reasonable precautions to protect and secure any equipment in their possession. Laptops and other equipment should never be left unattended, even for a few minutes. An employee may be responsible for the cost of replacing a laptop or other equipment when unreasonably left unattended. If stolen, department head or elected official may request a copy of the police report.

Personal Use of Internet

1. Internet access is intended for official County business. Abuse of Internet access includes, but is not limited to, the following:

- a. engaging in any unlawful or malicious activity;
- b. misrepresenting a personal communication as an official communication;
- c. sending a chain letter;
- d. sending, receiving, or accessing pornographic materials;
- e. using objectionable language;
- f. advertising personal items.

- g. using audio- or video-streaming to listen to the radio or watch television or videos over the internet.
- 8. using county computers to make money or personal profit.

2. Proper use of Internet access includes the following:

- a. downloading job-related information;
- b. sending and receiving job-related e-mail messages and file attachments;
- c. making business arrangements;
- d. searching job-related databases;
- e. using the Internet for occasional, brief personal communications, where those do not violate any other provisions of this section or, in the view of officials and department heads, do not interfere with County business.

Legal and Disciplinary Action

- 1. A violation of this policy may result in legal action and/or disciplinary action up to and including dismissal from employment.
- 2. Misuse of County ES may also result in limiting and/or revocation of the user's access to e-mail, Internet, voice mail systems and other ES.

Vehicle Use Policy

Overview

It is the intent of Williamson County to operate County-owned or leased motor vehicles, equipment, and personal vehicles used on County business in the safest manner possible. We will only allow drivers who meet our hiring criteria to drive on County business and expect our drivers to comply with our safety policies and procedures and state law in order to do our part to make the roads as safe as possible.

Purpose

To outline Williamson County's commitment to, and expectations of, those who operate County-owned or leased vehicles, equipment, and personal vehicles used while conducting County business.

Application

This policy applies to all employees who operate motor vehicles and equipment while conducting County business. This includes County-owned or leased vehicles, equipment, and personal vehicles while conducting County business. This policy is not intended to supersede any departmental policy that may be more stringent or restrictive.

Program Coordinator

The Human Resources Manager, Risk Management has been designated as the County coordinator with the insurance carrier. The coordinator shall be the person designated to receive most reporting forms mentioned in this policy. The Safety Coordinator has primary responsibility for accident prevention, safety training, and accident investigation. Elected officials/department heads, managers and supervisors are designated to enforce the policy at the departmental level.

County Responsibilities

The County will:

- Provide vehicles that meet all federal/state mandated safety requirements.

- Require driving records at the time of hire for all drivers that will be assigned to operate County-owned or leased vehicles and equipment on County business.

- Maintain a list of drivers authorized to operate County-owned vehicles on County business.

- Support and enforce the County Vehicle Use Policy.

Check driving records for County employees who operate their personal or leased vehicles on County business, if requested to do so. (The County's insurance carrier will perform an annual check of drivers who operate County-owned or leased vehicles).

Notify officials and department heads of status changes involving employees who operate personal and County-owned or leased vehicles.

Specific Policies and Procedures

I. County-owned or Leased Vehicles and Equipment (Note: references to leased vehicles and equipment do not apply to rental cars or vans used on a temporary basis for employee travel or other approved temporary uses.)

Driver List

All employees that will operate a County-owned or leased vehicle and equipment on County business must be on the list of approved drivers. The list will indicate the driver's qualification status. The list will be maintained by the County Safety Coordinator. Only drivers on the list may operate County-owned or leased vehicles and equipment. Any changes in employee qualifications will be reported to the County Safety Coordinator. All new drivers and new hires employed into positions which require driving a County-owned or leased vehicle and/or equipment shall be listed on a payroll action sheet, which will be forwarded to the County Safety Coordinator, who will then add the employee's name to the list of approved drivers.

Driver Qualifications

Every driver on the driver's list must meet the point qualification for drivers as shown in *Driver Qualification Criteria below*. Each driver of County-owned or leased vehicles and equipment will have a MVR check on an annual basis. Traffic violations on or off the job will be counted against drivers for insurance and employment purposes. Drivers not meeting the qualification standard may be removed from positions requiring driving. Drivers removed from positions requiring driving may be reassigned according to specific department policies if they qualify for currently available positions that do not require driving. If they do not qualify for a current position that does not require driving, they may be terminated.

Safe Vehicle Operation

Drivers will operate vehicles and equipment in a safe and lawful manner and do what is reasonably expected to avoid fleet incidents/crashes and injuries to passengers.

Vehicle Restraints

Drivers will ensure that all occupants of the vehicle wear seat belts at all times when possible, when the vehicle is in use. Passengers should not travel in vehicles that are not equipped with restraints in areas of the vehicle intended for cargo or where seats with restraints are not available.

Vehicle Security

All vehicles should be locked when not in use. Vehicles should be parked in a secure location and valuables should be secured out of sight when the vehicle is not in use.

Driving Records

Drivers are expected to maintain a driving record that allows them to meet the qualification criteria outlined in *Motor Vehicle Records (MVR) check*.

Operating Vehicles While Impaired

Drivers shall not operate the vehicle/equipment while under the influence of drugs, alcohol or under any other conditions in which the driver's ability to operate the vehicle or equipment safely is inhibited or impaired. Drivers shall also not transport any drug or alcoholic beverage in the vehicle/equipment unless they do so directly in the performance of their specific job duties. Employees who violate this policy will be subject to immediate disciplinary action, up to dismissal from employment. See the Williamson County Drug Free Workplace Policy for further information.

Tobacco-Free Workplace

In conjunction with an organization-wide Wellness Program, the county has adopted a policy prohibiting smoking or use of any tobacco product within County buildings or offices. The use of tobacco products in County-owned vehicles, and equipment is also prohibited.

Vehicle Inspection

It is the responsibility of fleet users to perform routine pre and/or post inspections on vehicles and equipment. Departments should establish policies to insure that checks are accomplished. Inspection criteria may vary for each County office or department, and for each type of vehicle or equipment. Therefore, inspection formats should be coordinated through the Fleet Services Manager. The following are basic rules of thumb for inspecting vehicles and equipment that are recommended for individual department policies.

Pre Trip Inspection

Perform a visual walk around inspection of the vehicle for fluid leaks or obvious damage.

Inspect the following fluid levels where appropriate.

Engine oil

Battery fluid levels

Cooling system level

Hydraulic oil

Transmission fluid (after warm up)

Inspect the engine compartment for loose or frayed belts, hoses, etc.

Check tire pressure to insure compliance with the manufacturer's specifications.

Vehicles with defects that affect the vehicles' safety should not be driven until the vehicle is repaired.

Vehicle Maintenance

The vehicles and equipment owned or leased by the County are on a preventative maintenance schedule based on miles or hours of operation. When fueling a County-owned unit, miles or hours shall be entered without the tenths. Weekly notices will be sent out based on these entries for scheduled maintenance to be performed. Any repairs needed to ensure the safe operation of the vehicle/equipment shall be performed prior to the vehicle being used.

Vehicle Operation

Drivers should operate the vehicles/equipment per the guidelines in the manufacturer's operating manual. Guidelines regarding not using cruise control in adverse weather conditions must be followed. Drivers are expected to be familiar with a vehicle/equipment prior to using it and be able to operate lights, horn, emergency flashers and other equipment.

Non Business Use

Drivers shall not permit the vehicle to be in custody or control of, or to be operated by, any person not authorized to operate a County-owned or leased vehicle.

Passengers while on County business

It is recommended that no non-business passengers should be in the vehicle when the vehicle is being used on County business.

Unauthorized Use

Employee agrees to indemnify and hold harmless Williamson County from and against any and all losses, costs, judgments, damages, claims or liabilities growing out of or resulting from any unauthorized use of a County-owned or leased vehicle or from use of said vehicle by an unauthorized driver having care, control or custody of said vehicle.

Fleet Incident/Crash/Vandalism Reporting

Drivers must report all fleet incidents/crashes/vandalism involving a County-owned or leased vehicle and equipment to the proper chain of command in their department. Prompt reporting is essential to limit legal repercussions or ramifications, and employees are expected to report all fleet incidents/crashes as soon as possible. The designated department representative shall report all fleet incidents/crashes/vandalism to the County Risk Coordinator in Human Resources as soon as possible using the Williamson County Fleet Incident/Crash/Vandalism report. Departments may use a departmental form, as long as the form contains at a minimum, the information contained in the Williamson County Fleet Incident/Crash/Vandalism report.

A fleet incident/crash shall be defined as any damage incurred to a County-owned or leased vehicle or equipment regardless of fault. This shall include collisions involving other vehicles and equipment, obstacles, pedestrians, animals, overturning, jackknifing, vandalism and other damage that is not considered normal wear and tear. Vandalism shall be defined as the act of maliciously damaging County-owned or leased vehicles or equipment. Fleet incidents are those that would be considered minor due to the cost of repairs or that cause no damage to the County-owned or leased vehicle/equipment, and minimal damage to property, obstacles, and animals.

All fleet incidents/crashes involving County-owned or leased vehicles and equipment must be reported to the employee's supervisor or dispatch immediately unless the employee is injured and unable to do so.

If an employee is involved in a crash, the following procedures apply:

- 1. Contact Department foreman, supervisor, or department designee or call 911 to report the crash. Request EMS if anyone has been injured.**
- 2. Wait for the emergency responders.**
- 3. Do not attempt to assist any injured parties except under the direction of a law enforcement officer or a medical responder unless**

conditions exist that will cause further injury or death if immediate actions are not taken (i.e. drowning, proximity to fire).

4. Get the names, addresses, and phone numbers of all witnesses to the crash.
5. Note the location, time of day, weather, and road conditions.
6. Provide only your name, department, and the department phone number to others involved in the crash.
7. Answer any question asked by the responding law enforcement officer.
8. Do not admit any guilt or legal ramifications.
9. Department designee shall fill out a Williamson County Fleet Incident/Crash/Vandalism report and provide a copy to the County Risk Coordinator in Human Resources.

Crash Investigation and Data Analysis

1. The County Safety Coordinator will review all fleet incidents, crashes, and vandalism involving County-owned or leased vehicles/equipment, and report findings to the elected or appointed department head or his or her designated person. In investigations, the County Safety Coordinator may assist with determining facts and whether the employee was at fault.
2. When the facts are known, the foreman, supervisor and/or department designee, and the Safety Coordinator determine the best strategy to prevent a recurrence of this type of fleet incident, crash, and or vandalism. The official or department head reviews the findings and recommendations and is responsible for implementing corrective action.

Claims Settlement

1. A department designee must report all crashes to the County Risk Coordinator using the Williamson County Fleet Incident/Crash/Vandalism report. Texas Association of Counties Loss Notice form will be required when crashes involve a third party.

2. The department designee shall work with the insurance carrier and the County Risk Coordinator on any further follow up information needed to settle claims.
3. If the other party is at fault in a fleet incident, crash, or vandalism with a County-owned vehicle or equipment, then the County Risk Coordinator, working with the department designee, is to file a claim with the other party's insurance. The County's insurance carrier can assist with this process.
4. The County Risk Coordinator shall work with the other party's insurance carrier and the departmental designee to settle claims against the other party.
5. The County Risk Coordinator shall forward a copy of the Fleet Incident/Crash/Vandalism report to the County Auditor once the costs of all damages have been determined.

Fleet Incident/Crash/Vandalism Review

Each fleet incident/crash/vandalism involving a County-owned or leased vehicle or equipment will be reviewed by the department to determine if the driver did everything they reasonably could to avoid the crash. Each fleet incident/crash/vandalism will be classified as preventable or non-preventable. Fleet incident/crash/vandalism preventability will be used in determining a driver's qualification to operate County-owned or leased vehicles and equipment.

Motor Vehicle Records

Williamson County employees must exercise the utmost care in the use of County-owned or leased equipment and vehicles to minimize damage. In order to reinforce the importance of individual responsibility for complying with this policy and preventing accidents, the policy requires that corrective action be taken against drivers who exceed the point totals in the *Driver Qualification Criteria*.

The County Safety Coordinator or a designated supervisor in each office or department will, when records are available, review all written and photographic information that is relevant to an accident and review the driving records of the employee(s) involved in an accident for the preceding 36 months.

Next, there will be a review of the *Driver Qualification Criteria* and a levy of any corrective action based on the information gathered. Departments shall document their findings, and place a copy of the findings in the

department's personnel file. A change in an employee's point system shall be given to the County Safety Coordinator to update the *County Driver Qualification* listing for insurance purposes.

An at-fault fleet incident/crash within the last three years will revoke an employee's excellent driving status and is grounds for corrective action. Depending on the circumstances surrounding each fleet incident/crash, the following corrective actions are possible:

Oral Counseling	Driver training	Driver education
Written reprimand		
Suspension	Probation	Termination

A conviction for one of the following violations, barring appeal, will disqualify a driver from being considered for positions that require operation of County-owned or leased vehicles or equipment:

- 1. Driving under the influence of alcohol or a controlled substance**
- 2. Refusing to submit to a test to determine alcohol or controlled substance concentration**
- 3. Leaving the scene of a crash**
- 4. Vehicular manslaughter/homicide**
- 5. Using vehicle to commit a felony**
- 6. Losing your license or driving while license is suspended**

Drivers with 12 points or more in the last three (3) years will be removed from positions requiring operation of County-owned or leased vehicles or equipment. Drivers removed from positions requiring driving may be reassigned according to specific department policies if they qualify for currently available positions that do not require driving. If they do not qualify for a current position that does not require driving, they may be terminated. In case of an arrest for a violation listed above, the official or department head may, based on business necessity, take appropriate action, up to and including dismissal from employment.

Right of Appeal—Current Employees

With the approval of an employee's elected official or department head, an employee of the County as of September 26, 2006, may appeal a disqualification not based on items 3, 4, or 5, above, to the County Fleet Committee, provided that such an employee has not been arrested or charged with a violation carrying a point factor rating of 4 or higher (see *Driver Qualification Criteria*) in the 12-month period preceding the date of the appeal hearing. The County Fleet Committee may, at its discretion, after due consideration of the County's best interests and the

recommendation of the official or department head, consider lifting the disqualification or restricting an employee's vehicle or equipment operation in lieu of permanent disqualification.

Right of Appeal—After September 26, 2006

With the approval of the elected official or department head, a person hired by the County on or after September 27, 2006 or an applicant for a County position to be filled on or after that date, may appeal a disqualification not based on items 3,4, or 5, above, if the employee or applicant has not been arrested or charged with a violation carrying a point factor rating of 4 or higher (see *Driver Qualification Criteria*) in the 36-month period preceding the date of the appeal hearing. The County Fleet Committee may, at its discretion, after due consideration of the County's best interests and the recommendation of the official or department head, consider lifting the disqualification or restricting the employee or applicant's vehicle or equipment operation in lieu of permanent disqualification.

Post Fleet Incident/Crash Training

Drivers with violations, fleet incidents and/or crashes may be required to complete safety or fleet safety program training.

Motor Vehicle Record (MVR) Checks

Motor vehicle record checks for drivers or operators of County-owned or leased vehicles and equipment will be performed annually by the automobile insurance company. Departments may also request a MVR check at any time on any employee who operates a county-owned or leased vehicle or equipment. The County Safety coordinator will review vehicle record reports and make appropriate recommendations.

Offices and departments will require new hires who will be assigned to operate County-owned or leased vehicles and equipment to provide a copy of their MVR to the department, and the MVR will be taken into account in making hiring decisions.

Drivers of County-owned or leased vehicles or equipment must notify their supervisor when any on or off the job changes in the following occur:

- Citations for driving-(moving violation) related offenses
- Citation for No Liability Insurance
- Loss of drivers license
- Convictions for driving-(moving violation) related offenses

Changes in the ability to operate a motor vehicle due to injury or illness that impacts safe operation of the vehicle.

A copy of this notification will be given to the County Safety Coordinator to update the County Driver Qualification listing for insurance purposes.

Driver Training

It is recommended that every employee who will operate a County-owned or leased vehicle or equipment be trained in safe operation through their department.

II. Personal Vehicles Used on Williamson County business

Safe Vehicle Operation

Drivers operating personal vehicles used on County business and drivers operating other non-County vehicles on County business will operate the vehicles in a safe and lawful manner and do what is reasonably expected to avoid crashes and injuries to passengers.

Vehicle age and condition

Vehicles should be in good mechanical condition and be maintained according to the manufacturer's standards. Vehicles that have mechanical defects or do not have a good appearance due to age, damage, rust, etc., should not be used on County business. Department designees should change driving assignments when there is a clear indication that an employee's vehicle may be unsafe.

Insurance limits

Every vehicle used on County business must have liability coverage at least at the minimum levels required by state law.

Verification of coverage

Employees operating their own vehicles on County business must be able to provide proof of insurance in case of a traffic violation or crash.

MVR criteria

Employees should meet the same MVR criteria as County-owned vehicle drivers as outlined in *Driver Qualification Criteria*.

Seat belts

Drivers should ensure that all occupants of the vehicle wear seat belts at all times when possible, when the vehicle is in use. Business passengers should

not travel in vehicles that are not equipped with restraints in areas of the vehicle intended for cargo or where seats with restraints are not available.

Towing trailers on County business

Towing of trailers while on County business is prohibited, unless approved by the employee's official or department head as necessary for legitimate work-related duties. Trailers owned by the County should be towed by County-owned or leased vehicles.

Fleet Incident/Crash Reporting

All fleet incidents/crashes involving personal or leased vehicles used on County business must be reported to the proper chain of command in the department. The designated department representative shall report all incidents/crashes to the County Risk Coordinator in Human Resources as soon as possible using the Williamson County Fleet Incident/Crash/Vandalism report. Departments may use a departmental form, as long as the form contains at a minimum, the information contained in the Williamson County Fleet Incident/Crash/Vandalism report.

Crash Investigation and Data Analysis

The County Safety Coordinator will review all fleet incidents and crashes involving personal vehicles used on county business and report findings to the Elected or Appointed Department Head or his or her designated person.

When the facts are known, the foreman, supervisor and/or department designee, and the Safety Coordinator determine the best strategy to prevent a recurrence of this type of incident, or crash. The official or department head should review the findings and recommendations and implement corrective action.

Fleet safety policies

Employees using personal vehicles on County business may be required to comply with all of the policies as outlined in the Vehicle Use Policy. (Employees using personal vehicles on County business whose driving records, upon review, show violations listed in *Driver Qualification Criteria*, may be subject to the disciplinary actions listed in that section.)

Driver Qualification Criteria

All preventable fleet incidents/crashes within a 36-month period shall be subject to the following disciplinary action:

Employees will be categorized based on a point system developed from the

County's Point Assessment Table. Drivers are categorized based on their point summation from the table within a 36-month period. (See also Section II for applicability of these criteria to employees operating their personal vehicles.)

Excellent	0 points	Receive recognition.
Satisfactory	1-4 points	Receive corrective action.
Unsatisfactory	5-11 points and may include type of driver improvement training.	Receive continued corrective action, some
Excluded drivers or leased	12 + points	Driver will not drive a County-owned vehicle or equipment, or use a personal vehicle for County business. Drivers removed from positions requiring driving may be reassigned according to specific department policies if they qualify for currently available positions that do not require driving. If they do not qualify for a current position that does not require driving, they may be terminated.

Point Assessment Table:

Driving under the influence of alcohol or a controlled substance	12 points	
Refusing to submit to a test to determine alcohol or controlled substance concentration	12 points	
Leaving the scene of an crash	12 points	
Vehicular manslaughter/homicide	12 points	
Using vehicle to commit a felony	12 points	
Losing your license or driving while license is suspended	12 points	
Reckless driving	6 points	
Negligent crash	6 points	
Violation with a pedestrian	6 points	
Improper turn		4
	points	
Failure to control vehicle		4 points
Driving in an improper lane or on wrong side of road		
	4 points	
Illegal passing	4 points	
Failure to report a fleet incident, crash, or vandalism	4 points	
Speeding		3

	points	
Violation in a school zone or yielding to a school bus		3
	points	
Failure to yield		3
	points	
Running a stop sign		
3 points		
Following a vehicle too closely		
3 points		
Unsafe backing		
3 points		
Rear-ending a vehicle, with no injury		
3 points		
Running over object causing damage to vehicle and/or property		
3 points		
Causing property damage while operating on unstable		
3 points		
surface/steep slope		
Not being aware of your surroundings		
3 points		
Improper operation of a vehicle/equipment and causing damage		
3 points		
Flailing rocks when it is preventable		
3 points		
Not securing a load properly, including securing a trailer		
3 points		
Not following a proper procedure or accepted practice		
3 points		

All facts and circumstances surrounding the fleet incident/crash shall be reviewed prior to any corrective action being levied. Fleet incidents, as in those with no property damage or minimal costs, can have their point assessment adjusted down by up to two points only after reviewing the facts. The above point system is the minimum criteria for assignment of points and is not all- inclusive. Each individual department may add to the above point system, but may not replace or remove any of the above criteria.

NOTE: If the Fleet Committee determines that the specific circumstances associated with any violation, or combination of violations, listed above, demonstrate a pattern of abuse or a clear disregard for safety or property, the Committee may recommend immediate dismissal of the employee.

personnel leave), to be used at the discretion of the official/dept head, as departmental budgets allow. EP leave will be paid in the same amounts as holiday leave but will not carry over to the next fiscal year.

All essential personnel who do not work during the weather closing must notify their supervisors. They will be paid, required to use leave, or placed on leave without pay, at the discretion of the official/department head.

Employees who are not essential should not place themselves **or** the public at risk by coming to work. If they voluntarily do so, they will not be granted EP leave or receive other compensation.

All full-time, non-essential employees scheduled to work on **a** day when their office or department is officially closed will be paid.

All full-time, non-essential employees who do not work on **days** when their office or department is officially open may be paid, or **re**quired to use leave, or placed on leave without pay, at the discretion of the official or department head.

Regular, part-time employees working at least 20 hours per week will be paid for weather closings that occur on a scheduled work **day**.

Such employees who do not work when their worksites are **of**ficially open may be paid, or required to use accrued leave, or be plac**ed** **on** leave without pay, at the discretion of the official or department head.

OTHER OFFICIAL CLOSINGS

The procedures for paying essential, non-essential, and regular part-time employees in cases of severe **w**eather closings will also be applied when county offices are officially closed for other reasons, such as funerals or non-weather-related emergencies.

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Sick Leave Pool

(Effective 10/1/2009, Approved by Commissioner's Court on September 15, 2009)

Authority

LOCAL GOVERNMENT CODE:

**CHAPTER 157. ASSISTANCE, BENEFITS, AND WORKING CONDITIONS OF
COUNTY OFFICERS AND EMPLOYEES**

SUBCHAPTER E. POOLING OF SICK LEAVE BY COUNTY EMPLOYEES

PURPOSE

The purpose of the Williamson County Sick Leave Pool (SLP) is to provide additional sick leave time to Williamson County (County) Employees in the

event of a Catastrophic Illness or Injury that prevents an employee from active employment. Time may be granted from the SLP only after the employee has exhausted all accrued sick, vacation or other compensatory time (if applicable).

DEFINITIONS

1. Administrator

The Administrator shall mean the person designated by the Williamson County Commissioners Court to serve as the administrator of the SLP program.

2. Catastrophic Illness or Injury

A Catastrophic Illness or Injury means an illness, injury, impairment or physical or mental condition of an Employee or a member of the employee's immediate family that (i) forces the employee to exhaust all accrued leave time (sick leave, vacation, and compensatory time (if applicable)); (ii) to lose compensation with the County; and (iii) which involves, at a minimum, **one of the following**:

a. Hospital Care

i. Inpatient care in a hospital, hospice, or residential medical care facility, including any period of Incapacity or subsequent treatment in connection with or consequent to such inpatient care.

ii. Inpatient care is at least one overnight stay.

Examples: surgery, pneumonia

b. Absence Plus Treatment

A period of Incapacity of more than three (3) consecutive calendar days which also involves:

i. Treatment two or more times by a Licensed Health Practitioner, by a nurse or physician's assistant under direct supervision of a Licensed Health Practitioner, or by a provider of health care services under orders of, or on referral by a Licensed Health Practitioner; or

ii. Treatment by a Licensed Health Practitioner on at least one occasion which results in a regimen of continuing treatment under the supervision of the Licensed Health Practitioner. Treatment includes examinations to determine if a Catastrophic Illness or Injury exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. Examples: physical therapy.

c. Chronic Conditions Requiring Treatments

A chronic condition which:

i. Requires periodic visits for treatment by a Licensed Health Practitioner, or by a nurse or physician's assistant under direct supervision of a Licensed Health Practitioner

- ii. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
- iii. May cause episodic rather than a continuing period of Incapacity

Examples: asthma, diabetes, epilepsy

- d. Permanent/Long-Term Conditions Requiring Supervision

A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by a Licensed Health Practitioner.

Examples: Alzheimer's, severe stroke, or terminal stages of a disease

- e. Multiple Treatments (Non-Chronic Conditions)

- i. Any period of absence to receive multiple treatments (including period of recovery) by a Licensed Health Practitioner either for restorative surgery after an accident or other injury; or
- ii. A condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

Examples: chemotherapy, kidney dialysis, physical therapy for severe arthritis.

Other examples of Catastrophic Illnesses or Injuries which meet one of the six criteria:

- i. Back conditions requiring extensive therapy or surgery
- ii. Heart conditions
- iii. Most types of cancers
- iv. Severe respiratory conditions
- v. Severe arthritis
- vi. Severe nervous disorders
- vii. Injuries caused by serious accidents
- viii. Miscarriage
- ix. Complications related to pregnancy
- x. Kidney disease

Conditions which normally do not meet one of the six criteria and are not normally considered Catastrophic Illnesses or Injuries*

- i. Migraines/ Headaches
- ii. Common cold
- iii. Flu
- iv. Earaches
- v. Upset stomach
- vi. Minor ulcers
- vii. Childbirth (without complications)
- viii. Normal recovery from childbirth (without complications)
- ix. Routine dental or orthodontic problems
- x. Absence due to substance abuse
- xi. Stress

*At the complete and absolute discretion of the SLP Committee, these could be considered Catastrophic Illnesses or Injuries if the individual was incapacitated for more than three (3) consecutive calendar days, he or she visits a Licensed Health Practitioner during the period of Incapacity, and he or she follows a regimen of care prescribed by the Licensed Health Practitioner.

3. Employee

Employee shall mean a County employee with twelve (12) or more months of continuous services with the County who is paid from either the general fund of the County, from a special fund of the County or from special grants paid through the County.

4. Employee's Immediate Family

The employee's immediate family shall include and be limited to the employee's spouse, child, or parent. For purposes of this policy, spouse, child and parent shall have the following meanings:

Parent – A biological parent of an employee or an individual who stood in the place of a parent to an employee when the employee was less than eighteen (18) years of age.

Child – A child shall mean and include:

The employee's biological, adopted or foster child.

The employee's stepchild.

A child from whom legal guardianship has been awarded to the employee and/or the employee's spouse.

A spouse's biological, adopted or foster child.

The definition of a child is subject to the following conditions and limitations:

A child shall include any unmarried dependent child less than 18 years of age.

A child shall also include any unmarried dependent child who is 18 years or older, but less than 25 years of age only if the employee furnishes evidence to the SLP Administrator, to his or her satisfaction, of all of the following conditions:

- The child must not be regularly employed on a full time basis;
- The child must be a full-time student; and
- The child must be primarily dependent upon the employee for support and maintenance.

Spouse - A spouse shall mean the husband or wife of the employee.

5. FMLA

FMLA means the Family and Medical Leave Act. Leave under FMLA is normally an unpaid leave, up to 12 work weeks/60 work days. In order to be eligible for leave under the FMLA, an Employee must have worked at least 12 months (does not have to be consecutive) with the County and have worked at least 1,250 hours as of the date of the qualifying event (vacation & sick leave hours do not count as hours worked).

6. Incapacity

Incapacity is inability to work or perform other regular daily activities due to a Catastrophic Illness or Injury, treatment therefore, or recovery there from.

7. Intermittent Leave

Intermittent Leave shall mean leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period.

8. Licensed Health Practitioner

A Licensed Health Practitioner shall mean a licensed doctor of medicine or osteopathy, or any licensed professional determined by the SLP Committee to be a legitimate provider capable of providing health care services.

9. Open Enrollment Period

The Open Enrollment Period for the SLP shall be during the month of September of each year, with dates established by the Administrator. The new-year for the SLP begins on October 1st of each year.

10. SLP Committee

The SLP Committee shall be a volunteer committee composed of at least five (5) voting members (County Employees, Department Directors and/or Elected Officials) and two (2) nonvoting members (HR Director and Public Health Nurse), who shall all be appointed by the Commissioners Court.

Administration of The SLP

1. Administrator - In addition to the duties and obligations specifically set forth herein below, the SLP Administrator shall be responsible for developing mechanisms to transfer accrued sick leave into and out of the SLP; developing rules and procedures for the operation of the SLP; and developing forms for contributing to, or using leave from, the SLP.

2. SLP Committee - The SLP Committee shall, in addition to the duties and obligations specifically set forth herein below, be responsible for reviewing all employee requests for use of time from the SLP. A simple quorum of the committee members (3 SLP Committee members) will be required to take any action relating to the granting or denying of an Employee's request to use time from the SLP. The decisions of the SLP Committee shall be based on a simple majority of the quorum. In the event of a tie vote, the SLP Administrator shall vote in order to break the tie. Each member of the SLP Committee shall serve for a one (1) year term. In the event that a member of the SLP Committee resigns prior to the expiration

of his or her term, the vacancy left by the resigning member shall be immediately filled by the Commissioners Court. The SLP Committee members shall elect a Chairperson, a Vice-Chairperson and a Secretary at each initial yearly meeting of the SLP Committee.

3. Public Health Nurse - On an "as needed" basis, a Public Health Nurse, which is selected by the SLP Committee, shall provide recommendations to the SLP Committee and correspond with any medical authority for clarifications as required.

Pool Membership

1. Except as otherwise provided herein and in addition to any other eligibility requirements set forth hereunder, each regular full-time employee shall be eligible to join the SLP program so long as such Employee satisfies one of the two following criteria (1) the employee will have a sick leave balance of at least eighty (80) hours following his or her contribution of accrued sick leave into the SLP; or (2) the employee has accrued at least four hundred eighty (480) hours of sick leave while working for the County within a period of five (5) consecutive years preceding such employees application to join the SLP program.

2. Each employee desiring to join the SLP may contribute not less than eight (8) hours and not more than forty (40) hours of accrued sick leave into the SLP. SLP contributions shall be made only in minimum increments of eight (8) hours each.

3. Employees shall only be able to join the SLP during each Open Enrollment Period.

4. New hires (employees newly hired by the County) may join the SLP no later than thirty (30) days following twelve (12) months of continuous "creditable" service with the County; provided, however, such new hire cannot join the SLP at such time unless he or she will have a sick leave balance of at least eighty (80) hours following his or her contribution of accrued sick leave into the SLP. If the new hire either fails to join within the said time period or if he or she is unable to join due to an inadequate sick leave balance, such new hire will be required to wait until the next annual Open Enrollment Period.

5. In order to join the SLP, an employee must submit a SLP Enrollment and Contribution Form to the Williamson County Human Resources Department prior to the end of each Open Enrollment Period. SLP Enrollment and Contribution Form are available at the Williamson

County Human Resources Department. An employee's membership in the SLP shall be for a period of twelve (12) months beginning on the first day following each annual Open Enrollment Period.

6. In order to maintain enrollment in the SLP from year to year, each employee must renew his or her membership in the SLP by contributing not less than eight (8) hours and not more than forty (40) hours of accrued sick leave into the SLP each year during the Open Enrollment Period. Only one donation each fiscal year is required to maintain membership in the SLP. Except as otherwise specifically set forth herein, an employee's failure to enroll during an Open Enrollment Period will result in the termination of the employee's continued membership in the SLP.

7. Each hour that an employee donates to the SLP will be permanently subtracted from the Employee's accrued sick leave balance that is on file as of closeout of the Open Enrollment Period. No advances on sick leave accruals will be granted to allow an employee to meet the minimum required contribution.

8. An employee's contribution of accrued sick leave hours shall be irrevocable and the employee, by making such contribution, agrees to release any and all rights and interest in and to the contributed sick leave hours.

9. The accrued sick leave hours that an employee contributes to the SLP shall become the property of the SLP and cannot be returned in the event the employee dies, retires, resigns, is terminated, is placed on temporary suspension or otherwise fails to maintain his or her membership in the SLP from year to year.

10. The time contributed to the SLP cannot be designated to be given to any particular employee.

11. There is no guarantee that a contributing employee will receive or be eligible to be reimbursed any time that he or she contributes to the SLP should such employee have a need to make application for SLP time at a later date.

12. Upon the conclusion of twelve (12) months following the Open Enrollment Period, any unused time that remains in the SLP shall be determined and carried forward for the next twelve (12) month period of the SLP.

13. An employee who is terminated, who resigns or who retires may donate not more than eighty (80) hours of their accrued sick leave prior to the time of their departure from County employment.

14. If, at any time, the sick leave available through the SLP falls below the number of days equal to two times (2x) the number of members of the SLP, each employee member may voluntarily contribute eight (8) additional hours of accrued sick leave time to the SLP in order to maintain membership in the SLP. This type of contribution would be considered an emergency allocation that is necessary to bring the pool up to the amount of hours needed to maintain the continued operation of the SLP.

Granting Of Time from SLP

1. The SLP may only be granted to and used by an employee (1) for a Catastrophic Illness or Injury that makes the employee unable to perform the employee's job; or (2) to care for the employee's immediate family member, who has a Catastrophic Illness or Injury. Furthermore, SLP time will not be granted to an employee unless the employee would also qualify for use of sick leave under the County's benefits policies.

2. Intermittent Leave may be granted so long as such leave qualifies as a Catastrophic Illness or Injury hereunder. Such Intermittent Leave grants are normally approved with the intent of providing the member time to come back to work.

3. Pregnancy will not be covered by the SLP, but complications due to pregnancy or delivery that qualify as a Catastrophic Illness or Injury will be considered.

4. SLP time will not be granted to an Employee when he or she is receiving worker's compensation benefits under the Texas Workers Compensation Act. SLP time will also not be granted in cases where the Employee's receipt of SLP time would allow such employee to have paid time past the ending date of their current entitlement to FMLA leave.

5. During each twelve (12) month period following an Open Enrollment Period, the maximum amount of SLP time that may be granted to an eligible Employee shall not exceed one-third (1/3) of the total amount of the SLP, or one hundred twenty (120) hours, whichever is less as of the time of the employee's application.

6. If an employee who has received time from the SLP returns to work and he or she or his or her immediate family member later becomes ill again from the same or different Catastrophic Illness or Injury within the same twelve (12) month period, the employee may apply for additional SLP time; provided, however, such employee shall not be granted any amount of SLP time that would cumulatively exceed the lesser of one-third (1/3) of the total amount of the SLP as of the time of the employee's initial application for SLP time, or one hundred twenty (120) hours.

7. Requests for the granting of additional time from the SLP must be applied for by the employee and shall not be automatically granted.

8. An employee cannot receive time from the SLP if the employee is placed on temporary suspension, is on approved leave of absence or is otherwise terminated.

9. All unused time that was granted to an employee from the SLP shall be returned to the SLP.

10. The grant of time from the SLP to an employee shall terminate upon the earliest occurrence of the following:

- a. The date the employee returns to work; or
- b. The exhaustion of the specific amount of time that the SLP Committee granted to the employee, unless the SLP Committee has granted the employee additional SLP time and, in such case, upon the exhaustion of any additional SLP time that was granted to the employee; or
- c. The effective date of the employee's termination (including termination due to the employee's death), suspension, leave of absence, retirement, or resignation; or
- d. The employee has used the maximum amount of SLP time allowable under this policy; or
- e. The SLP Committee determines that the employee is no longer eligible to receive any further or additional time from SLP.

Procedure

1. An eligible employee must apply for permission to receive time from the SLP by submitting a SLP Withdrawal Request Form to

the SLP Administrator. The SLP Withdrawal Request Forms shall be available at the Williamson County Human Resources Department. Each SLP Withdrawal Request Form must be completely filled out and include the following:

- a. The date on which the Catastrophic Illness or Injury commenced;
- b. The probable duration of the Catastrophic Illness or Injury;
- c. The appropriate medical factors within the knowledge of the Employee's Licensed Health Practitioner regarding the Catastrophic Illness or Injury;
- d. A statement from the Licensed Health Practitioner that the employee is unable to perform the functions of his or her position;
- e. The anticipated date the employee will be eligible to return to work;
- f. The amount of time requested from the SLP;
- g. If the employee is applying for SLP time in order to care for an immediate family member, the employee must include a statement from the immediate family member's Licensed Health Practitioner that the eligible employee is needed to care for his or her immediate family member, along with an estimate of the amount of time that the employee is needed to care for his or her immediate family member; and
- h. Any other information that the Administrator or the SLP Committee deems necessary.

2. The completed SLP Withdrawal Request Form, along with all of the required documentation and information must be submitted no more than ten (10) days prior to the exhaustion of all of the employee's accrued sick leave, vacation and compensatory time. The obligation to submit said form and required documentation and information shall be the employee's responsibility. The employee's failure to complete the said form and provide the required documentation and information may result in the denial or delay of any grant of time from the SLP. If an employee is critically ill and unable to file the SLP Withdrawal Request Form and required documentation and information, the employee's supervisor or department head may, at the request of the employee's family, submit the request form and required documentation and information; provided, however,

the department head or supervisor must obtain a written consent form for the applicable HIPAA and FMLA privacy laws in order to take such action.

3. Upon receipt of an employee's completed SLP Withdrawal Request Form (along with all required documentation and information); the SLP Administrator shall review the request and provide a recommendation to the SLP Committee.

4. The SLP Committee shall call a meeting in order to review both the employee's completed SLP Withdrawal Request Form (along with all required documentation and information) and the Administrator's recommendation. At such called meeting, the SLP Committee shall vote based on the terms and conditions of this policy to approve, deny or modify the amount of time that an Employee is requesting from the SLP. **The SLP Committee's decision to approve, deny or modify the amount of time that an Employee is requesting from the SLP shall be final.** The requesting employee or a member of his or her family may be required to appear at a called meeting before the SLP Committee in order to substantiate the request. The SLP Committee may, at its sole discretion, require that the supervisor, department head and/or elected official under which the requesting employee works appear and/or provide any information and testimony that the SLP Committee deems necessary for its deliberation of whether or not to approve, deny or modify the amount of time that an Employee is requesting from the SLP.

5. In the event the SLP Committee votes in favor of granting time from the SLP to a requesting Employee, the SLP Committee shall notify the Administrator of the amount of SLP time that has been granted. The Administrator shall then approve the transfer of that amount of time from the SLP to the employee. The amount of SLP time granted to an employee shall be credited to the employee and shall be used in the same manner as accrued sick leave. Furthermore, in accordance with state law, an employee absent on sick leave assigned from the SLP is treated for all purposes as if the employee were absent on earned sick leave.

6. The SLP Committee may require an employee, who has been granted time from the SLP, to undergo periodic return visits to his or her Licensed Health Practitioner to assess progress and make continuing reports to the Committee. If the SLP Committee determines that the employee is no longer eligible to receive time from the SLP, the SLP Committee can withdraw its existing grant of SLP time to the

employee and discontinue any further transfers of SLP time to such employee.

7. The SLP Committee reserves the right to modify or waive any requirement or condition listed herein, with the approval of the Commissioners Court, to address any special or unusual circumstances that may arise.

8. Sick leave granted from the SLP may not be used to pay for holidays and shall only be used for approved workdays. An employee that is on shift work (i.e., other than normal forty [40] hour work weeks) must provide a copy of his or her shift schedule for the entire duration of the requested SLP grant. In the event this type of employee is granted time from the SLP, he or she will be charged the corresponding hours of their respective duty shifts (i.e., 12 or 24 hours vs. an 8 hour shift).

9. Each employee that receives a grant of time from the SLP must return to work after he or she has been released by his or her Licensed Health Practitioner. A Fitness for Duty Form must be completed by a Licensed Health Practitioner and be returned to the Williamson County Human Resources Department before an Employee on a SLP grant may return to work. The Fitness for Duty Form shall advise if the employee is fit for duty and list any and all restrictions relating to the employee's return to work.

10. FMLA leave shall run concurrently with leave granted from the SLP.

11. The estate of a deceased employee shall not be entitled to payment for unused sick leave acquired by the employee from the SLP.

12. An employee shall not earn sick leave, annual leave, vacation time or any other type of paid leave when receiving time from the SLP. However, allocated time from the SLP shall be included in computing an employee's length of service with the County.

Miscellaneous Provisions

1. The County may discontinue and/or terminate the SLP program without cause or legal repercussions or ramifications upon one hundred twenty (120) days written notice to all employees that are participating in the SLP program as of the date of its termination.

2. If any provision of this SLP shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire SLP will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. If any provision of this SLP is determined to be invalid or unenforceable, it is the desire and intention of the County that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this SLP.

3. The guidelines, terms and conditions of this SLP program may be amended at any time upon the recommendation of the SLP Committee. Any recommended amendments must be approved by the Commissioners Court.

SLP Required Forms

The following forms may be obtained from the Williamson County Human Resources Department:

- A. SLP Enrollment and Contribution Form
- B. SLP Withdrawal Request Form
- C. Fitness for Duty Form

NOTE: The above referenced forms may be revised periodically. It is the Employee's obligation and responsibility to check with the Williamson County Human Resources Department to ensure correct forms are used.

Commissioners Court - Regular Session**39.****Meeting Date:** 09/13/2011

Agreement Thrall VFD

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

Information**Agenda Item**

Discuss and take appropriate action regarding Agreement for 2011 2012 with Thrall Volunteer Fire Department.

Background

AttachmentsSigned Agreement Thrall VFD**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2011 02:52 PM
Form Started By: Peggy Vasquez		Started On: 09/06/2011 04:45 PM
	Final Approval Date: 09/07/2011	

AGREEMENT BETWEEN WILLIAMSON COUNTY TEXAS AND WILLIAMSON COUNTY EMERGENCY SERVICE ORGANIZATIONS

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

I.

Obligations of Emergency Service Organizations

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

A. Services provided by Emergency Service Organizations

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

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

B. Emergency Service Organizations Performance Standards

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

Each of the Emergency Service Organizations must:

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

C. Emergency Medical Service Involvement

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

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

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

II.

Prevention and Investigation

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

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

III.

Reimbursement Formula and Consideration

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

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

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

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

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

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

IV.

Failure to Meet Conditions; Suspension of Funding and Termination

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

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

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

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

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

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

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

THRALL VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: RYAN CARROLL

Representative Capacity: ASST. FIRE CHIEF

Date: 09.06.11, 2011

WEIR VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY:

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

Commissioners Court - Regular Session

40.

Meeting Date: 09/13/2011

Budget Order

Submitted By: Peggy Vasquez, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Attachments

Draft Budget Order 2011 2012

Form Review

Form Started By: Peggy Vasquez

Started On: 09/08/2011 06:06 PM

Final Approval Date: 09/08/2011

DRAFT
STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2011/2012 COUNTY BUDGET

WHEREAS, the Williamson County Commissioner's Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioner's Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2010/2011;

WHEREAS, the Williamson County Commissioner's Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONER'S COURT that the proposed budget filed by the County Judge and amended by the Commissioner's Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	102,616.81 per year
b)	Judge of the County Court at Law #1	139,000.00 per year
c)	Judge of the County Court at Law #2	139,000.00 per year
d)	Judge of the County Court at Law #3	139,000.00 per year
e)	Judge of the County Court at Law #4	139,000.00 per year
f)	County Attorney	128,960.00 per year
g)	County Sheriff	103,668.93 per year
h)	County Clerk	84,184.27 per year

i)	County Tax Assessor/Collector	87,542.64 per year
j)	District Clerk	84,184.27 per year
k)	County Treasurer	81,783.26 per year
l)	Each County Commissioner	83,558.62 per year
m)	Each Justice of the Peace	72,969.14 per year
n)	Each Constable	69,693.96 per year

2. The number of employee positions established and authorized for each official and/or department, and the maximum allowable salary for each position is reflected in the annual approved county budget filed with the County Clerk

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2010/2011 budget year is as follows:

Veterans Day	Friday	November 11, 2011
Thanksgiving Holiday	Thursday Friday	November 24, 2011 November 25, 2011
Christmas Holiday	Friday Monday	December 23, 2010 December 26, 2010
New Year's Holiday	Monday	January 2, 2012
Martin Luther King Day	Monday	January 12, 2012
President's Day	Monday	February 20, 2012
Good Friday	Thursday Friday	April 5, 2012 April 6, 2012
Memorial Day	Monday	May 28, 2012
Independence Holiday	Wednesday	July 4, 2012
Labor Day	Monday	September 3, 2012

See Addendum: The Williamson County Employee Policy Manual (as updated September 14, 2010). Contains the policies for employee useage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

1. A maximum of 18 approved positions within the Law Enforcement Bureau of the Williamson County Sheriff's office will be designated as Field Training Officers. To receive Field Training Officer incentive pay, a Deputy must be TCLEOSE certified as a Field Training Officer and be assigned by the Sheriff as one of the approved 18 officers. The Officers also must follow the Field Training Officer's Standard Operating Procedures in place with the Williamson County Sheriff's Office.

2. A maximum of 12 approved positions within the Corrections Bureau of the Williamson County Sheriff's Office will be designated as Corrections Training Officers. The officers must have appropriate certification and follow established operating procedures.

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3. A maximum of 6 positions in the 911 Communications division may receive up to \$100.00 per month incentive pay as a designated Field Training Officer. This will be paid for a maximum of 8 months. To receive FTO pay the employee must be TCLEOSE certified as a Telecommunications Training Officer or must be certified as a Communications Training Officer by the Association of Public Safety Communications Officials. The FTO may only receive incentive pay when assigned new personnel during a training period. The trainer will be selected based on the position and duties of the newly hired personnel according to the type of training required such as Law Enforcement, Fire, Call Taker and EMS. The selection of the FTO will be on a rotation basis according to the training criteria required.

4. A maximum of 20 positions within the Emergency Medical Services Division of may be designated as Field Training Officers. A maximum of \$100.00 per month may be paid as FTO incentive pay per employee. The employee must be certified or licensed by the Texas Department of State Health Services as a Paramedic (with no state sanctions or disciplinary restrictions) in order to receive the incentive pay. Also required: a) a completed course of instruction at the Paramedic level (National Registry preferred) b) a Williamson County EMS FTO training course c) valid Texas Drivers License d) thorough knowledge of current principles and practices of emergency care at the basic and advanced levels e) responsible for the training and development of new Williamson County Emergency Medical Services personnel, First Responder Advanced Providers, senior paramedic students and instructor duties as assigned at EMS educational shift tracks.

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5. A maximum of 4 positions within the MOT may be designated as Field Training Officers during the period of time that the position is participating in training. A maximum of \$100.00 per month may be paid as FTO incentive pay per position so long as the \$100.00 is continuing to be reimbursed by The Texas A&M University System Health Science Center on behalf of the College of Medicine in accordance with their agreement with Williamson County.
6. A maximum of 1 position within each Constables office may be designated as Field Training Officer. A maximum of \$800.00 per year may be paid as FTO incentive pay for each of these positions from State Funds.
7. An Assistant District Attorney may receive supplemental pay for on call duties. The duties require the employee to carry a cell phone for a week at a time on a rotating basis. The week runs from Friday at 5:00 PM through the weekend until the following Friday at 5:00 PM. The assigned on call prosecutor will receive calls for charging advice and warrant assistance and may need to contact the assigned judge for review and approval of any warrant. The amount of the supplement will be \$200.00 per week per employee. The funding for this supplemental pay will be as follows: \$75.00 from the General Fund and \$125.00 from the District Attorney's Asset Forfeiture Fund.
8. An employee in the Facilities Maintenance department may receive up to \$50.00 per week for On Call duty work. The employee must be able to respond to an event within 1 hour of being notified while on call. A total of two employees may be requested to be on call each week. The week for on call duty will be from Wednesday to Wednesday. Only non-exempt staff will be selected for additional on call duty pay on a rotating basis. If the employee does not follow the departmental procedures provided in the Maintenance SOP then the employee will not receive additional pay.

IV. INCENTIVE PAY

Any compensation paid under this plan represents a deferred portion of the compensation earned for the current fiscal year and is not a gratuitous bonus or gift.

The Williamson County Commissioners Court has adopted the following employee incentive plan to reward exemplary employee performance during the current (Oct. 1, 2010 to Sept. 30, 2011) fiscal year:

1. During the course of the current year, County officials shall conduct an objective evaluation (including customer service among other factors) of all their employees, to determine the degree to which each of them merits incentive compensation for their work during the year. The Commissioners Court and Elections Board shall conduct a similar evaluation of the department heads appointed by them.

These Department Heads are defined as:

Animal Services Director
Elections Administrator
Purchasing Agent
Senior Director of Emergency Services
Senior Director of Human Resources
Senior Director of Infrastructure
Senior Director of Parks and Recreation
Senior Director of Technology Services

Eligibility

2. Elected officials, statutory appointed officials (County Auditor, Juvenile Services Director, Budget Officer and Veterans Service Officer), temporary employees, and employees under the law enforcement tenure plan (who are scheduled for regular salary increases under other principles) will not be eligible for additional compensation under this plan. Eligibility is further restricted to persons who are Williamson County employees during the current year, and who are still employed by the county on the date that the incentive payments determined by the department head are reported to the Payroll Department.

Eligibility is not restricted based upon a position's funding source and authority for administering the fund expenses. Eligibility for positions in the Williamson County and Cities Health District and Williamson County Museum are subject to their governing board's adoption of an incentive pay plan at the beginning of their fiscal year.

3. While considering the County Budget for the following (Oct. 1, 2011 to Sept. 30, 2012) fiscal year, the Commissioners Court shall have the discretion to appropriate funds, in an amount to be determined by the Court, in order to make incentive payments under this plan. The appropriated funds as determined by the Court will be inclusive of the employer paid fringe benefits associated with incentive payments. The Court may also designate funds to be awarded at mid-fiscal year based upon mid-fiscal year performance evaluations of employee performance during the first 6 months of the fiscal year. These funds shall be equitably allocated to all county departments either in proportion to their total salary expenditures paid during the current fiscal year (not including the salaries of employees who are not eligible for an incentive payment or the salary of the department head) or in proportion to the total number of eligible full time equivalent (FTE) positions in the department as of September 30th, not including the department head position. A department is defined by the department code definition used in the Williamson County Financial Center. The Court will appropriate additional funds for incentive payments earned by department heads or will include these payments in the total amount appropriated for incentive pay, as desired.

4. If funds are appropriated for the purpose, then following the conclusion of the current fiscal year, each department head shall within 30 days allocate the incentive funds among departmental employees in strict accordance with the objective evaluations previously conducted. The amount of payment shall in each case represent either a percentage of the total compensation received by the employee from the county for work performed during the current year, including any overtime pay or an amount selected from a range of lump sum amounts as defined by the Commissioner's Court. The Court's highest lump sum amount will be the maximum lump sum amount that may be awarded to an eligible employee. Any employee receiving an incentive payment must have worked as a full-time employee on a continual basis for at least the final 180 days of the current year. Employees who have not been continually employed on a full-time basis for the entirety of the current year may be eligible for a prorated incentive payment. The department head may reward all meritorious employees with the same percentage, or may give the most meritorious a higher percentage, up to a cap set by the Court on the highest percentage to be awarded to any individual employee. The department head shall then report the names of all employees who are to receive incentive payments and the amount of their payment to the Payroll Department.

5. Similarly, the authority responsible for setting the regular salary of each department head who is not an elected official shall determine the amount of any incentive payments earned by the department head (not to exceed the amount appropriated for this by Commissioners Court) and report it to the Payroll Department.

6. The Human Resources Department will confirm that the total of incentive payments set for each department does not exceed the funds appropriated to the department for this purpose by Commissioners Court. Following any necessary adjustments, payments will be distributed to the employees who have earned them in a lump sum by direct deposit or check. The Commissioners Court may, however, direct that payment will be made in January 2012, if it determines that this will have less of an impact on employee taxes or for some other reason.

7. Since this is earned pay, not a gift, the normal deductions for benefits and employee taxes will be taken from the payment. The employee is responsible for income taxes. The county will pay the employer's share of taxes and benefits as with other forms of earned compensation.

8. Note that the Williamson County Employee Incentive Plan is provided at the discretion of the Commissioners Court, which reserves the right to administer, modify, or terminate the plan with or without notice. Payments from next year's budget are subject to the appropriation process required by law at that time and to the funds then available. This Plan does not constitute a contract, or create any contractual obligations or implications of continued employment, between the County and its employees.

V. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unreserved Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

2. **General Fund:** Unreserved Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unreserved Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unreserved Fund Balance for the General Fund shall not be less than 30% of total General Fund budgeted expenditures. The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unreserved Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unreserved Fund Balance to 30%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioner's Court has designated the portion of fund balance representing the amount of the original settlement (\$2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the

end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

Use and Distribution of Specific Special Revenue Funds

4. **Child Safety Fund:** Child Safety fees collected by justice, county and district courts in accordance with the Texas Education Code are accumulated in the Child Safety Fund. These funds are to be distributed to Williamson County school districts based on the number of students who reside in Williamson County for the purposes of providing school crossing guard services. This distribution will occur annually at the close of each fiscal year.

5. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

6. **Medicaid Fund:** The Medicaid Fund was established as a result of the Williamson County Indigent Care Affiliation Agreement entered into between Williamson County, St. David's Georgetown Hospital, Seton Hospital-Williamson County and Round Rock Medical Center in June 2008. As part of the collaboration established between the hospitals and the County, the County has chosen to use a portion of its annual ad valorem tax revenues to fund Medicaid services provided to Williamson County residents by these hospitals. Revenues to this fund will be spent to pay for Medicaid services provided by St. David's Georgetown Hospital and Round Rock Medical Center, either through direct Medicaid payments to the hospitals or by funding Medicaid supplemental payments to the hospitals through intergovernmental transfers of funding to the State, for purposes of the private hospital Medicaid upper payment limit program authorized by Section 355.8063(t)(4) of the Texas Administrative Code, Title 1.

7. Employee Fund

The Employee fund is proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

- a) To offset the cost of the County Christmas Party
- b) Flowers for the death of an employee only
- c) An award or plaque upon retirement for employee recognition
- d) Employee recognition expenditures as approved by the County Judge.
 - (Purchasing guidelines must be adhered to)
 - i. The employee must be vested
 - ii. \$40.00 allowed for employees with up to 15 years of service
 - iii. \$80.00 allowed for employees with over 15 years of service

No reimbursement of sales tax will be allowed.

The amount allowed for use may never exceed the actual balance in the fund.

8. Self-Insured Health Plan Fund Policy: Unreserved Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unreserved Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self- Funded Health Plan Fund currently has a “goal of reaching and maintaining 25% of projected claims”. The goal of each year’s budget process will be to adopt a budget that maintains compliance with the Benefits Fund Unreserved Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unreserved Fund Balance to 25% of projected claims.

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VI. PURCHASING – GENERAL PROCEDURES

- 1. Effective January 1, 2009, all P.O.’s must be submitted electronically.

The following definitions apply to the Purchasing section of this order.

The purpose of this section is to facilitate the judicious expenditure of county dollars. This policy will provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to these guidelines rests with

the employee, supervisor or department head who certifies conformance to them. Any questions related to conformance should be directed to the Purchasing Department prior to making a purchase.

2. The guidelines outlined in the Williamson County Purchasing Manual are expected to be followed for all purchases. The most current version of the purchasing manual is maintained on the county's website at www.wilco.org/procurement. Guidelines related to purchase orders can be found in the County's purchasing manual. All purchases for materials and supplies require a purchase order **prior to** placing the order. The Auditor's office will not process payment for an invoice submitted for these items without the required purchase order attached or referenced. Approval for payment of invoices that do not have a purchase order must be obtained from the County Judge for his waiver of the requisition requirement. Requests for a purchase order **after** the order is placed will not be processed. Guidelines for emergency purchases and purchases that do not require a purchase order prior to placing an order may be found in the purchasing manual or you can contact the purchasing department if you have any questions.

3. **PROCUREMENT CARDS: Every procurement card issued is linked under one account by the P-Card vendor. A delay in getting the proper documentation from one cardholder could result in the suspension of card privileges for the entire County.**

- a) The procurement card memo statement and all receipts must be submitted to Accounts Payable within 10 days of receipt of statement.
- b) All receipts must be detailed to show items purchased.
- c) Cardholders are responsible to resolve discrepancies with the P-Card vendor
- d) Cardholder is responsible for reimbursing the County for sales tax charged
- e) Cardholder is responsible to verify budget funds are available before purchase is made
- f) Backup documentation is required for travel/training charges. Only airfare charges for county employees may be charged to a procurement card. Charges for non-employees are strictly prohibited.
- g) If a receipt is lost then a signed affidavit attesting to the items purchased must be received in lieu of the receipt.

Suspension of card privileges may be recommended for any cardholder who repeatedly does not follow proper procedures regarding documentation and timeliness for their P-card purchases.

VII. ACCOUNTS PAYABLE - GENERAL PROCEDURES

1. The following definitions apply to the Accounts Payable section of this order.

- a) Authorized travel -any travel by a county official or employee for the purpose of official county business.
- b) Day travel -travel **outside** the county that does not include an overnight stay.
- c) Overnight travel -travel **outside** the county that **exceeds** a 50-mile radius and does include an overnight stay.
- d) Emergency -the occurrence of an unforeseen circumstance, which may result in harm to the public good.
- e) Official county business -business that relates directly to a person's work function and directly benefits the county.
- f) Training reimbursement -shall include all expenses relating to training including travel to the destination, meals, lodging and training aids. (workshops, seminars, conferences)
- g) Travel reimbursement -shall include all expenses relating to travel including travel to the destination, meals and lodging. (Delivering documents, transporting a prisoner, attending county business meetings.)

2. The purpose of the Accounts Payable procedures is to promote the prudent exercise of judgment when spending county dollars. This policy will provide accountability and consistent Accounts Payable procedures in the issuance of checks for Williamson County obligations. The responsibility to observe these guidelines rests with the employee, supervisor or department head who certifies conformance to these guidelines by approving the expenditure.

- a) Any bill or invoice must be submitted to the County Auditor for payment within fourteen (14) days of receiving it, and all expense reimbursements must be submitted to the County Auditor for payment within sixty (60) days of the expenditure.
- b) Checks for payment of county obligations will be issued not later than 30 days after the date the invoice is received in the Accounts Payable department, pursuant to Texas Govt. Code Sec. 2251.021.
- c) Checks will be issued every Tuesday. When an issuance date falls on a holiday, checks will be issued on either the first working day before or after the holiday.
- d) The cutoff day for receiving invoices for each check run will be Wednesday. The Accounts Payable department will endeavor to process invoices that are received from Thursday to the following Wednesday approximately 13-20 days after the invoice is received in our department.
- e) Any invoice or expense reimbursement requiring additional review or signatures may cause delays in processing.
- f) Manual checks will be issued in emergency situations only.
- g) Purchase orders are required for ALL purchases of materials and supplies, pursuant with the Texas Local Government Code, Chapter 113, Section 901 and the County Purchasing Manual. The Auditor's office will not process payment for an invoice without the required purchase order. Any expense incurred without the required Purchase Order must be submitted to the County Judge for his waiver of the Requisition requirement prior to submitting the expense to Accounts Payable for payment.

- h) Discrepancies between invoices & purchase orders should be brought to the attention of the Purchasing department before submitting to Accounts Payable.
- i) A copy of the PO should be submitted with the invoice to properly release encumbered funds.
- j) Payments will be made from an original invoice or a fax copy so long as an original approval signature appears on the invoice. Original invoices are preferred.
- k) All authorizations and account coding should be made on the invoice.
- l) Approval signatures and account coding should not be made on the remittance portion of the invoice. If necessary, attach an additional sheet with approval authorization.
- m) Some suppliers require payment at the time an order is placed. Please complete a purchase requisition and send the relevant backup documentation to the Purchasing department, who will then forward the request to Accounts Payable.
- n) If a PO is not required, (Consult Purchasing Guide) please submit a check requisition request with appropriate documentation directly to Accounts Payable. Please note, in either circumstance there is a 13-20 day processing time from the date Accounts Payable receives the request.
- o) Any questions or extenuating circumstances should be directed to the Accounts Payable department.
- p) If you paid for an expense on-line (e.g., e-tickets or hotel deposit) a printout of the on-line/e-mail receipt should be attached to your expense report.
- q) Cell phone use will be reimbursed/paid according to the county cell phone policy attached hereto as Addendum A.
- r) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.
- s) All county meetings should be held in county facilities whenever feasible and such facilities are available. If county meeting space is not available, other publicly owned facilities, such as those owned by cities and school districts, should be utilized as the rental of these facilities is often at little or no cost.
- t) Transfer of funds out of the following line items will not be allowed:
 - i) Salaries
 - ii) Fringe Benefits
 - iii) Training
 - iv) Vehicle Deductible
 - v) Gasoline
 - vi) Cell Phones

- u) Transfer of funds into the above line items may be allowed, except that funds will not be transferred into a salary line item to cover an avoidable overtime obligation that was, in the judgment of the Commissioner's Court, unnecessary.

VIII. COUNTY VEHICLES

1. The use of county equipment or vehicles for personal use is prohibited by law, but because of the need for specific officials and specific employees to respond to emergencies at night or on weekends, the following officials and employees (with the concurrence of their department head) are required to take a county vehicle to their home at night within Williamson County, even though this involves the use of a county vehicle for travel to and from their residence each day:

- a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Captains and Chiefs.
- b) One Chief and three Captains in the Corrections Division of the Sheriff's Office.
- c) Each Constable and Deputy Constables
- d) Prosecutors' investigators in the District Attorney and County Attorneys offices.
- e) One on call maintenance employee designated by the Maintenance Director and approved by the Commissioner's Court
- f) The EMS Director and each EMS Commander
- g) The Hazardous Materials Chief and **Assistant Haz-Mat Chief** who may take home the vehicle when on duty in absence of the Hazardous Materials Chief.
- h) The Unified Road Engineer, (7) Unified Road Foremen, Unified Road East & West Side Supervisor(s), (4) Unified Road County Inspectors
- i) The Director of 911 Communications and Deputy Director who may take home the vehicle when on duty in absence of the Director of 911 Communications.
- j) The MOT Director and all on call MOT counselors
- k) The Manager of Emergency Management.**

The following list has been grandfathered in by the previous court, will not be expanded and shall show significant decreases in each budget year until phased out.

Sheriff's Office

S. Zion
S. Shanks
D. Garrett

Deleted: J. Burks ¶

J. Hicks
J. Lafosse
J. Foster

Constable Office Pct. 2

R. Doyer

County vehicles assigned to departments or individuals that are not take home vehicles, shall be returned and parked at the end of each work day at the facility where the primary office is located.

It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one Commissioner's Court member, the Fleet Director, Safety Coordinator, HR Services Team Manager, Risk Management, and the Budget Officer. The Purchasing Director will also be a non-voting member of the committee.

Deleted: Risk Coordinator

3. All accidents involving County vehicles and equipment will be reported to the HR Services Team Manager, Risk Management in the Human Resources Department on a timely basis, but never more than three days after an accident. The HR Services Team Manager, Risk Management will provide a report to Commissioner's Court on a monthly basis of the status of the entire county fleet. This report will consist of, but not be limited to, a listing of vehicles involved in accidents and vehicles that need to be taken out of service for any reason. It will include information in regards to the disposal of any county vehicles.

Deleted: Risk Coordinator

Deleted: Risk Coordinator

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE 2010/2011 WILLIAMSON COUNTY BUDGET was passed on a vote of 5 for, and 0 against on the 21st day of September, 2010.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioner's Court.

Attest:

Dan A. Gattis, County Judge

Nancy E. Rister, County Clerk

The Following Addendums are included fully in the Budget Order as approved by the court:

Employee Policy Manual

Cell Phone Policy

Motor Pool/Vehicle Rental Policy

Williamson County Cell Phone Policy

Background

Williamson County Commissioner's court is initiating a new cell phone policy in order for the County to comply with IRS rules regarding the taxability of cell phones and devices.

Under IRS Code Section 274(d), the IRS considers cell phones to be "listed property" and as such requires detailed record keeping including (a) the amount of the expense; (b) the time and place of each call; and (c) the business purpose for each call and to whom it was made. Any undocumented use can be classified by the IRS as personal use and would be required to be taxed as wages for the employee.

The degree of effort required for each department to comply with these regulations is burdensome; therefore Williamson County is converting to a program where a taxable cell phone stipend may be allowed for a department head or an employee as determined by each department head or elected official. This change eliminates the detailed IRS documentation requirement.

Policy

Williamson County will no longer purchase cell phones or provide cell phone service for individual use except for those required for security reasons. Documentation must be provided to the Auditor's Office for any cell phone account maintained by the County.

Documentation verifying the business use must be substantiated with each billing and the department head or elected official must attest that all calls were business related. Failure to keep current with this documentation requirement may result in the cancellation of the cell phone service.

Procedures for the Stipend Policy

I. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

II. Three levels of cell phone stipends will be established:

\$30.00 Per Month - For 300 or less minutes per month (15.00 per pmt)

\$50.00 Per Month – For 800 or less minutes per month (25.00 per pmt)

\$80.00 Per Month – For 800 minutes and/or data and text (40.00 per pmt)

III. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year) The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

IV. Employees who are currently assigned a County owned cell phone will be allowed to keep the phone if approved for a stipend and may use the phone to obtain individual phone service. Any current county owned cell phone must be returned to the Auditor's Office if the employee terminates, changes positions, elects to obtain a different phone or is denied a County stipend. Any employee allowed to keep a currently issued County owned cell phone will keep the phone in good working condition. Replacement cost and/or maintenance will be the employee's responsibility.

V. All current County maintained cell phone accounts will be terminated as soon as possible when the current contract ends. No additional termination fees will be approved for payment unless approved by the County Judge.

VI. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

VII. Expenditures over the allowed stipend will not be reimbursed.

VIII. An approved cell phone stipend will not follow an employee if the employee changes positions.

IX. Each department head or elected official is responsible for verifying and monitoring their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

Commissioners Court - Regular Session**41.****Meeting Date:** 09/13/2011

setting date and authorizing advertising for Janitorial Services RFP 12WCP2003

Submitted By: Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Consider authorizing advertising and setting date of October 4, 2011 at 2:00 pm in the Purchasing Department to receive proposals for Janitorial Services for Williamson County.

Background

AttachmentsRFP package Janitorial**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/08/2011 01:24 PM
Form Started By: Kerstin Hancock		Started On: 09/01/2011 07:25 AM
	Final Approval Date: 09/08/2011	



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

<http://wilco-online.org/ebids/bids.aspx>

REQUEST FOR PROPOSAL (RFP)

JANITORIAL SERVICES FOR WILLIAMSON COUNTY

PROPOSAL NUMBER: 12WCP2003

PROPOSALS MUST BE RECEIVED ON OR BEFORE: OCTOBER 4, 2011 – 1:30 PM

PROPOSALS WILL BE PUBLICLY ACKNOWLEDGED: OCTOBER 4, 2011 - 2:00 PM

A MANDATORY PRE-PROPOSAL CONFERENCE WILL BE HELD ON THURSDAY, SEPTEMBER 22, 2011 AT 9:00AM IN THE WILLIAMSON COUNTY HR TRAINING ROOM, 301 SE INNER LOOP, SUITE 108, GEORGETOWN, TEXAS.

BUILDING WALK-THRU WILL BE HELD ON SATURDAY, SEPTEMBER 24, 2011 AT 8:00 AM. MEET AT WILLIAMSON COUNTY JUSTICE CENTER, 405 MARTIN LUTHER KING STREET, GEORGETOWN, TEXAS. IN ORDER TO ATTEND THE WALK-THRU THE PROPOSER MUST HAVE ATTENDED THE MANDATORY PRE-PROPOSAL CONFERENCE.

PROPOSAL SUBMISSION

DEADLINE: Proposals must be received in the Williamson County Purchasing Department **on or before 1:30 PM on September 27, 2011.** Proposals will be publicly acknowledged at 2:00 pm or soon thereafter in the Williamson County Purchasing Dept., 301 SE Inner Loop-Suite 106, Georgetown, Texas.

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

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

LOCATION DIRECTIONS: Please see the map and directions to the Williamson County Inner Loop Annex, which are attached herein below.

PROPOSAL REQUIREMENTS

TRIPLICATE: All proposals must be submitted in triplicate (one (1) original complete proposal set, one (1) copy of the proposal set **AND** one (1) CD). The proposal

sets should be marked "original" or "copy". A "proposal set" consists of the COMPLETED AND SIGNED Proposal Form and any other required documentation. All copies and CD must have the same attachments as the original.

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

REFERENCES: Each proposer must supply a list of at least three (3) references where like services have been supplied by proposer. Include the name of the individual or entity, address, phone number and name of representative for each reference.

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

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

LATE PROPOSAL: Proposals received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County (sometimes referred to herein as "County") is not responsible for lateness of mail, courier service, etc.

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

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

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

AWARD

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

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

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in this RFP, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County. To the extent applicable, in determining the overall best proposal, the County may exercise the following option granted to local governments under the Texas Local Government Code.

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

impact. Proposers are expected to meet all mandated state and federal air quality standards.

CONTRACT: This RFP and the proposer's proposal, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the selected proposer (sometimes referred to herein as the "successful proposer") and Williamson County (the "contract"). In the event a proposer's proposal conflicts with any of the terms of this RFP, the terms of this RFP shall control.

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

CONTRACT ADMINISTRATION: Under this contract, Gary Wilson, Facilities Director, Williamson County, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful proposer.

CONTRACT PERIOD(S): The Initial Contract Period is Date of award through September 30, 2012. Possible extensions include.

October 1, 2012 through September 30, 2013
October 1, 2013 through September 30, 2014

CONTRACT EXTENSIONS: At the end of each fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. If approved, this extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than Employment Cost Index for natural resource construction and maintenance, wages and salaries (not seasonally adjusted), from March of the prior year to March of the current year, as published by the United States Department of Labor, Bureau of Labor Statistics. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the successful proposer may elect to terminate this agreement, with no additional liability to the County. The County and the successful proposer agree that termination shall be the successful proposer's sole remedy under this circumstance.

PROPOSAL CONTACTS

Any questions, clarifications or requests for general information should be directed to the contacts listed below. Question submittals must be made via email, and are **due by 5:00 PM, Tuesday, September 20, 2011**. Questions will be answered as soon as possible with an email response.

Submitted questions with their answers will be posted to the Williamson County portal,
<http://wilco-online.org/ebids/bids.aspx>

If you do not have access to email or internet please call the Purchasing contact below:

PURCHASING CONTACT:

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

TECHNICAL CONTACT:

Gary Wilson
3101 SE Inner Loop
Georgetown, TX 78626
(512) 943-1636
facilities@wilco.org

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

As of January 1, 2008 Proposer's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link:
<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

The Williamson County Conflict of Interest Statement is located herein below. This form must

be completed, signed, and submitted with your proposal.

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

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

TERMINATION FOR CONVENIENCE: Williamson County may terminate this contract and/or any additional agreement containing terms necessary to ensure compliance with the successful proposer's proposal, for convenience and without cause or further liability, upon thirty (30) days written notice to the successful proposer. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the successful proposer for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

TERMINATION FOR CAUSE: In the event of breach or default of the terms set out herein or any other additional agreement containing terms necessary to ensure compliance with the successful proposer's proposal, County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At County's sole discretion, the successful proposer may be given a reasonable opportunity to cure its breach or default prior to Williamson County's termination under this provision. County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance. This provision shall not constitute a waiver of any right, at law or at equity, or any right set out herein which the County may also have hereunder if the successful proposer is in breach or default of the terms herein.

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

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

COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

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

WORKER'S COMPENSATION

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

Kerstin Hancock
Williamson County Purchasing Department
301 SE Inner Loop - Suite 106
Georgetown, TX 78626

Failure to comply with this request may result in termination of this contract and any additional agreement containing terms necessary to ensure compliance with the proposal.

If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1607, or you may call the Texas Workers' Compensation Commission at (512) 804-4000.

Workers' Compensation Insurance Coverage:

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

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

Persons providing services on the project ("subcontractor" in S406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, County-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage proposers, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to beginning work.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing

coverage for all persons providing services on the project;

(2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the

current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By submitting a proposal in response to this RFP or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

PROPOSAL SPECIFICATIONS

1. PURPOSE

Williamson County is inviting interested parties to submit Proposals for Janitorial Services. All proposals shall be submitted in accordance with this RFP. The RFP contains detailed and specific information regarding Williamson County's standards and expectations for Janitorial Services.

2. GENERAL INSTRUCTIONS

- 2.1 All proposals submitted must be valid for a period of ninety (90) days after proposal opening date.
- 2.2 If you have obtained this solicitation from our web site or from a source other than directly from Williamson County, it is the proposer's responsibility to check with our office prior to submitting your proposal to ensure that you have a complete, up-to-date package. The Purchasing Department takes no responsibility to ensure any interested proposer has obtained any outstanding addenda or additional information.
- 2.3 As set out herein above, the terms of this RFP and the successful proposer's proposal, once properly accepted by the Williamson County Commissioner's Court, will become and constitute a valid and binding contract between Williamson County and the successful proposer. At the County's option, the successful proposer may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal. If the proposer's proposal conflicts with any of the terms of this RFP, the terms of this RFP shall control.
- 2.4 Prior to submitting proposal, proposers are required to examine the proposal instructions, specifications, and proposal forms carefully. Failure to do so will be at the proposer's risk and may result in the rejection of the proposal.
- 2.5 All costs directly or indirectly related to the preparation of a response to this RFP or any oral presentation required by Williamson County to supplement and/or clarify a proposal shall be the sole responsibility of the proposer.
- 2.6 There are County buildings that are not included in this RFP. During the term of the contract between the County and the successful proposer, additional County buildings may be added in addition to those described in Attachment F. Please provide approximate square foot price for each schedule (See attachment B) in the event County adds additional buildings.

- 2.7 During the term of the contract, the successful proposer shall carry and maintain in full force insurance of the following types and amounts, insuring the successful proposer while it is performing its duties under the contract:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
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Worker's Compensation:	Statutory
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Bodily Injury by Accident:	\$1,000,000 per occurrence
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Bodily Injury by Disease:	\$1,000,000 per occurrence
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Property Damage Liability:	\$1,000,000 per occurrence
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Comprehensive General Liability:	\$1,000,000 per occurrence
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Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

<u>COVERAGE</u>	<u>PER PERSON</u>	<u>PER OCCURRENCE</u>
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Bodily injury	\$500,000	\$500,000
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(including death)

Property damage	\$500,000	\$500,000
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Aggregate policy limits	No aggregate limit	
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Coverage shall be written by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to County.

Policies must include the following clauses, as applicable:

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

All certificates of insurance coverage must be provided to the following individual prior to beginning work:

Assistant Purchasing Agent
Kerstin Hancock
Williamson County Purchasing Department
301 SE Inner Loop, Ste 106
Georgetown, Texas 78626

Failure to comply with this request may result in the termination of the contract between the successful proposer and County.

- 2.8 Proposer must provide certificate of good standing from Texas State Comptroller.
- 2.9 Proposer should have a record of satisfactory performance with the Better Business Bureau.

3. REQUIREMENTS

3.1 Objective Criteria

- 3.1.1 Proposer must provide a list of ALL contracts of comparable size and high security/high profile for the past five (5) years where similar responsibilities and services have been required and performed. Failure to comply with this request may be subject to disqualification of the proposal.
- 3.1.2 For each contract listed, a narrative should be provided that describes how that particular contract compares with the requirements of this RFP. Points will be accumulated based upon proposer's narratives that best describe how they compare with the specifications of this RFP. Williamson County may request additional information as needed.
- 3.1.3 Price – Please provide pricing information on the designated sections of the Price Sheet, which is set out in Attachment A, and on the designate sections of Attachment B.
- 3.1.4 Proposers must provide Quality Assurance Personnel and a designated Quality Assurance Coordinator who each have a minimum of five (5) years Quality Assurance experience in janitorial service/maintenance. Please provide resumes of all Quality Assurance Personnel and Quality Assurance Coordinators.

Charges for Quality Assurance Personnel and for a designated Quality Assurance Coordinator is not listed as separate item. Any such charges shall be included in monthly cleaning costs.

The successful proposer's Quality Assurance Coordinator must obtain the signatures of designated County building representatives on monthly service reports. Please provide a narrative on type of reports that you will to use to evidence

compliance with the specifications and requirements set forth herein and include samples of such reports.

- 3.1.5 Proposers must provide a narrative that describes its plan of how to effectively communicate between County officials and employees and the proposer's staff. In the event an employee of the proposer cannot speak English fluently, please also provide a narrative on how potential language barriers will be addressed and handled by the proposer.

3.2 Subjective Criteria

- 3.2.1 In order to ensure the successful proposer's compliance with the specifications and requirements set out herein, a check list indicating all tasks completed must be presented to designated County employees for approval at the end of each month.

Each proposer must provide a narrative describing its ability to comply with this provision.

- 3.2.2 Each proposer must provide an outline of how staff will be trained to adequately meet the County's needs. Training to include OSHA regulations and general safety. Additionally, explain how staff is trained on multiple types of flooring to ensure staff is prepared for cleaning at Williamson County given the diverse nature of business conducted in each facility. Example: On the job training at a facility with similar requirements is acceptable.

The proposer's training procedures and plan should be fully explained in the proposer's proposal.

- 3.2.3 An Emergency Contact must be available twenty four (24) hours a day, seven (7) days per week. In the event of an emergency, such as a sudden flood, the proposer must be able to mobilize with all appropriate equipment within two (2) hours of receiving notice from County and begin work at the location of the emergency.

Each proposer must provide a narrative describing its ability to comply with this provision.

- 3.2.4 An email address shall be established by the successful proposer to receive complaints and requests for service from the County's contract administrator. All responses to emails must occur within two (2) hours.

Each proposer must provide a narrative describing its ability to comply with this provision.

- 3.2.5 Each proposer must have an enclosed vehicle sufficient in size to transport paper goods to all buildings.

Each proposer must provide a narrative describing its ability to comply with this provision.

3.2.6 An onsite office inspection will be conducted on the finalist's facility.

Each proposer must provide a narrative describing its facility or facilities.

3.2.7 It is expected that the successful proposer will have adequate staff and support to properly service the contract. Proposer shall provide list of employee positions and job descriptions such as Project Manager, supervisory employees and production employees and outline their job duties.

Each proposer must provide a narrative describing its ability to comply with this provision.

3.2.8 A Color Coded Micro Fiber Mopping System equivalent to Unger must be used for all Health Departments, Juvenile Justice and all other areas where health services are provided.

Each proposer must provide a narrative describing its ability to comply with this provision.

3.2.9 All supervisors and staff present on Williamson County property must pass a criminal background check. The required employee criminal background checks, employee history, and all documentation of each individual's right to work in the United States must be provided to the following individual prior to beginning work:

Gary Wilson
Facilities Director
Williamson County
3101 SE Inner Loop
Georgetown, Texas 78626

In addition, the successful proposer shall continue to submit background checks for any new employees prior to such new employee entering any Williamson County facilities.

Each proposer must provide a narrative describing its ability to comply with this provision.

3.2.10 Janitorial services are to be performed Monday thru Friday between the hours of 6:00 pm and 6:00 am unless otherwise noted in the specifications of this RFP or instructed, in writing, by the County's contract administrator or his/her designated representative. There are exceptions for some buildings and such exceptions are listed on the cover sheets of each building.

Each proposer must provide a narrative describing its ability to comply with this provision.

3.2.11 Successful proposer must maintain and empty Williamson County paper recycle bins, located in various centralized areas throughout the County, into storage locations/dumpsters located at various buildings, as needed.

Each proposer must provide a narrative describing its ability to comply with this provision.

- 3.2.12 Company Uniforms and ID Badges must be provided by the successful proposer for all its employees that will be working on County premises. The uniforms and ID badges must be worn at ALL times.

Each proposer must provide a narrative describing its ability to comply with this provision, as well as providing a description of its Company Uniforms and ID Badges.

- 3.2.13 The successful proposer will be responsible for securing all buildings and ensure that all persons are out of the buildings prior to locking up. This includes buildings with community and meeting rooms. For those County facilities housing community and meeting rooms, County will pay \$20 per hour if time has to be spent in addition to service hours of the successful proposer. Community and meeting rooms are located in the following County Facilities:

Hutto – Sheriff’s Office (Community Room)
Georgetown – Central Maintenance Facility – URS Building – Training Room
Georgetown – Regional Animal Shelter – Community Room
Georgetown – Williamson County Courthouse – Several Options available
Round Rock – J.B & Hallie Jester Annex – Community Room

Each proposer must provide a narrative describing its ability to comply with this provision.

- 3.2.14 At an additional cost to the County, requests for additional floor care and upholstery cleaning will be arranged by the Facilities Maintenance Department (Attachment B).

Each proposer must provide pricing under Attachment B.

- 3.2.15 Sub-Contractors: If proposer intends to use sub-contractors in the performance of the janitorial services required hereunder, a list of said sub-contractors must be submitted with the proposer’s proposal. The list must include the sub-contractor’s company name, address, phone number, and contact name. Sub-contractors will be required to adhere to all specifications as listed in the proposal documents (i.e. insurance requirements, background checks, employee history, and uniforms & badges, etc.). The County reserves the right to object to any sub-contractor that is proposed by the successful proposer. All sub-contractors must be approved in writing by Williamson County prior to beginning work with the County. Any changes in sub-contractors during the term of the contract must also be approved in writing by the County.

Each proposer must provide the above described list of sub-contractors with the required information, along with a narrative describing whether and to what extent, if any that it intends to use sub-contractors to perform the required services.

4. ADDITIONAL CONTRACT REQUIREMENTS AND TERMS

- 4.1 Supervisor on Premises. The successful proposer must have a supervisor in charge of work and personnel on the premises during all hours worked by the successful proposer's personnel.
- 4.2 Termination for Convenience. In addition to the rights set out herein and as set forth above, Williamson County may terminate this contract and/or any additional agreement containing terms necessary to ensure compliance with the successful proposer's proposal, for convenience and without cause or further liability, upon thirty (30) days written notice to Proposer. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to successful proposer for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.
- 4.3 Termination for Cause. In addition to the rights set out herein and as set out herein above, in the event of breach or default of the terms set out herein or any other additional agreement containing terms necessary to ensure compliance with the proposer's proposal, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At County's sole discretion, the successful proposer may be given a reasonable opportunity to cure its breach or default prior to Williamson County's termination under this provision. County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance. This provision shall not constitute a waiver of any right, at law or at equity, or any right set out herein which the County may have hereunder if the successful proposer is in breach or default of the terms herein.
- 4.4 Non-performance. It is the objective of Williamson County to obtain complete and satisfactory performance of the services in accordance with the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment for the location where services were not performed to the County's satisfaction. In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others. If the County elects to perform the services itself or by others, pursuant to the foregoing, the successful proposer will reimburse the County, within ten (10) days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting and/or performing the services which the successful proposer fails to meet pursuant to the requirements set out herein. In the event the successful proposer refuses to reimburse the County as set out in this provision, County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the successful proposer.

Nothing contained in this provision shall require the County to pay for any of the services which are unsatisfactory or which are not submitted in compliance with the specifications set out herein, as determined by the County. The County shall not be required to make any payments to the successful proposer when he/she/it fails to perform.

This provision shall not constitute a waiver of any right, at law, at equity or as set out herein, which the County may have if the successful proposer is in default, including the right to terminate, bring legal action for damages or to force specific performance of the terms and conditions set out herein.

- 4.5 **Emergency.** In the event of an emergency, such as a sudden flood, the successful proposer must be able to mobilize with all appropriate equipment within two (2) hours of receiving notice from County and begin work at the location of the emergency. In the event the successful proposer cannot meet the said two (2) hour response time, County reserves the right to contract with other providers to provide services in response to the emergency and to charge the successful proposer or deduct from monies due the successful proposer for the work performed by other providers. Additionally, the successful proposer shall be obligated to pay or discount its fees by \$100 for every thirty minutes that the proposer fails to appear following two (2) hours after receiving notice to respond to an emergency. The successful proposer will provide a Water Extraction machine which will be kept in the Justice Center for emergencies.
- 4.6 **Safety.** The successful proposer is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the janitorial services to be performed. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.
- 4.7 **Relationship Between the Parties.** The successful proposer shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give County the right to direct the successful proposer as to details of doing the work herein covered or to exercise a measure of control over the work shall be deemed to mean that the successful proposer shall follow the desires of County in the results of the work only. County shall not retain or have the right to control the successful proposer's means, methods or details pertaining to the successful proposer's performance of the work described herein. County and the successful proposer hereby agree and declare that the successful proposer is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the successful proposer is not an employee of County, and that the successful proposer and its employees, agents and sub-subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by County.
- 4.8 **No Smoking.** All Williamson County facilities and properties are NON-SMOKING facilities and properties.

- 4.9 Labor, Equipment, Materials; and Storage. The successful proposer shall furnish all labor, equipment, and materials necessary to the performance of its janitorial services. County will provide reasonable storage areas for such equipment that will be kept at Williamson County locations. County will not be liable for any damage done to or loss of any equipment by any party or person.
- 4.10 **INDEMNIFICATION. THE SUCCESSFUL PROPOSER SHALL INDEMNIFY AND HOLD HARMLESS WILLIAMSON COUNTY, ITS OFFICERS, AGENTS, COMMISSIONER'S COURT, AND EMPLOYEES AGAINST ALL LIABILITY, DEMANDS, CLAIMS, SUITS, LOSSES, DAMAGES, CAUSE OF ACTION, FINES OR JUDGMENT, INCLUDING COSTS, ATTORNEY'S AND WITNESS' FEES AND EXPENSE INCIDENT THERETO FOR INJURIES (INCLUDING DEATH) TO PERSONS OR PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE SUCCESSFUL PROPOSER'S PERFORMANCE OF ITS DUTIES HEREUNDER, UNLESS CAUSED BY THE ADJUDICATED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF WILLIAMSON COUNTY. WILLIAMSON COUNTY WILL GIVE THE SUCCESSFUL PROPOSER PROMPT WRITTEN NOTICE OF ANY SUCH DEMAND, CLAIM, OR SUIT AGAINST IT.**
- 4.11 No Assignment. This is a personal service contract for the services of the successful proposer, and the successful proposer's interest in herein, duties hereunder may not be assigned or delegated to a third party.
- 4.12 Governing Law and Venue. The rights and obligations of the parties hereunder and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, where the services are to be performed, shall be the sole place of venue for any legal action arising from or related to this contract.
- 4.13 Binding Effect. This contract shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.
- 4.14 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the party for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.
- 4.15 Severability. Should any term or provision of this contract be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this contract shall be construed as if the invalid or unenforceable term or provision had never been included.
- 4.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of the services hereunder. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on

force majeure, the party obligated to perform shall file a written request with the other party.

- 4.17 Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.
- 4.18 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.
- 4.19 Compliance with Laws. The successful proposer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the services hereunder, including, without limitation, Workers Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the successful proposer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- 4.20 Entire Agreement. This contract supersedes all prior agreements, written or oral, between the successful proposer and County and shall constitute the entire agreement and understanding between the parties with respect to the services to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by the successful proposer and County.

5. EVALUATION:

Finalist shall be determined by the proposer receiving the most points in relation to the Objective Criteria Items listed in Section 3.1 above AND the most “yes” responses from County representatives/evaluators in relation to the Subjective Criteria Items listed in Section 3.2 above.

All Subjective Criteria responses and all Objective Criteria responses will be evaluated by County representatives/evaluators.

It is the responsibility of the proposer to provide sufficient information/data in a convincing manner to the County representatives/evaluators to assure all of the terms, conditions and expectations for satisfactory performance of the services requested herein will be met.

The following point assessment will be used by County representatives/evaluators in relation to each proposer's response to the Objective Criteria Items listed in Section 3.1:

- List of comparable contracts - Maximum Points 30
- Proposer's examples of providing janitorial services for contracts with similar square footage and similar requirements - Maximum Points 25
- Price - Maximum Points 20
- Quality Assurance/Quality Control personnel - Maximum Points 15
- Plan for effective communication between Proposer's staff and County employees - Maximum Points 10

Total points: 100

The following attachments are incorporated into this RFP, by reference, for all purposes:

ATTACHMENT A – Price Sheet
ATTACHMENT B – Additional Services
ATTACHMENT C – Holiday Schedule
ATTACHMENT D– Conflict of Interest Statement
ATTACHMENT E – Building Schedules
ATTACHMENT F – Building Specifications

WILLIAMSON COUNTY PROPOSAL FORM
JANITORIAL SERVICES FOR WILLIAMSON COUNTY
PROPOSAL NUMBER: 12WCP2003

NAME OF PROPOSER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

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

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

Signature of Person Authorized to Sign Proposal

Date of PROPOSAL: _____

Printed Name and Title of Signer: _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

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

**RETURN PAGES BEGINNING WITH THIS PAGE AND ALL PAGES FOLLOWING THIS PAGE
WITH YOUR PROPOSAL PACKAGE, ALONG WITH ALL REQUIRED INFORMATION**

ATTACHMENT A

WILLIAMSON COUNTY PROPOSAL FORM

JANITORIAL SERVICES FOR WILLIAMSON COUNTY

PROPOSAL NUMBER: 12WCP2003

Attach to the official Williamson County Proposal Form

NOTE: All Proposers submitting a proposal MUST read special instructions for each building listed.

Prior to this submittal, I _____ (print) have visually inspected and am familiar with all buildings contained in this RFP. Any discrepancies or questions have been reported in writing to the Facilities Maintenance Department. (Copy attached)
I have read and understand special instructions for each building.

Print Name _____ Signature _____ Date _____

Price sheet

Building #	Location	Cleaning Cost monthly per Building
1000	Courthouse , 710 Main Street , Georgetown	
1001	Historical Museum, Farmer's State Bank Bldg, 716 Austin Avenue, Georgetown	
1002	Health Department, 100 3rd Street , Georgetown	
1003	Taylor Health Department ,115 West 6th Street, Taylor	
1005/1006	Round Rock Annex Bldgs A&B 211 Commerce Cove, Round Rock	
1008	Sheriff Administration, 508 South Rock Street , Georgetown	
1009	Criminal Justice Center , 405 MLK , Georgetown	
1011	Lott Building , 107 S Holly Street Georgetown	
Building #	Location	Cleaning Cost monthly per Building

1012	Health Department Education Building, 300 North Main Street Georgetown	
1013	Health Department Environmental , 303 Main Street Georgetown	
1017	ABC/Game Warden, 517 Pine Street , Georgetown	
1019	OEM/Hazmat EMS Station 801 - Captain's Headquarters, 305 MLK Georgetown	
1020	EMS Administration, 303 MLK Georgetown	
1022	Health Department Administration 300 North Main Street , Georgetown	
1026	Central Maintenance Facility 3151 SE Inner Loop Georgetown	
	Central Maintenance Facility Building B – Sign Shop 3151 SE Inner Loop Georgetown	
1026C	CMF Building C, Impound Office 3151 SE Inner Loop , Georgetown	
1063	Facilities Maintenance Office 3101 SE Inner Loop, Georgetown	
1032	Cedar Park Annex , 350 Discovery Blvd , Cedar Park	
1033	Taylor Annex, 412 Vance Street , Taylor	
1043	Inner Loop Annex 301 SE Inner Loop, Georgetown	
1043	CSCD/Adult Probation, 301 SE Inner Loop, Georgetown	
1044	Constable Precinct 4 , 2501 Mallard Lane, Taylor	
1045	Juvenile Justice Center , 1821 SE Inner Loop, Georgetown	
1048	Justice of the Peace Precinct 4 , 211 W 6th Street , Taylor	
1050	Hutto Sheriff's Office Community Room, 3901 CR 130 , Hutto	
1051	Tax Assessor/Collector , 904 S Main Street , Georgetown	
1054	EMS Training Center , 321 W 8th Street , Georgetown	
1055	Sheriff's Office/Task Force , 323 W 8th Street , Georgetown	
N/A	WILCO Regional Animal Shelter 1855 SE Inner Loop , Georgetown	
1061	Commissioner's Office Precinct 3 3010 Williams Drive Ste 19 Georgetown	
Building #	Location	Cleaning Cost monthly per Building

1062	Hutto Annex , 350 Exchange Blvd, Suites 100 & 101 , Hutto	
1064	Children's Advocacy Center , 1811 SE Inner Loop, Georgetown	
1066	Round Rock Jester Annex , 1801 East Old Settler's Blvd , Round Rock	
1066	Sheriff Substation ,1781 Old Settler's Road , Round Rock	

ATTACHMENT B

WILLIAMSON COUNTY PROPOSAL FORM JANITORIAL SERVICES FOR WILLIAMSON COUNTY PROPOSAL NUMBER: 12WCP2003

Please provide pricing for the following additional services. Williamson County reserves the right to accept or reject any and/or all proposals for the following items:

Carpet Shampooing, Wet Extraction Method	_____ per square foot
Upholstery Cleaning	_____ per man hour
Emergency Labor	_____ per man hour
Scrub and Waxing	_____ per square foot
Stripping and Waxing	_____ per square foot
Burnishing	_____ per square foot
Day Porter (8 hours per day)	_____ per man hour
Day Porter (4 hours per day)	_____ per man hour

Both Day Porters will be stationed at CJC and will be available to respond County-wide (must have vehicle)

Pricing for additional buildings per schedule:

Schedule A	_____ per sq ft
Schedule B	_____ per sq ft
Schedule C	_____ per sq ft
Schedule D	_____ per sq ft
Schedule E	_____ per sq ft
Schedule F	_____ per sq ft

ATTACHMENT C
WILLIAMSON COUNTY PROPOSAL FORM
JANITORIAL SERVICES FOR WILLIAMSON COUNTY
PROPOSAL NUMBER: 12WCP2003

Williamson County FY 2011/2012 Holiday Schedule

Veterans Day	Friday	November 11, 2011
Thanksgiving Holiday	Thursday Friday	November 24, 2011 November 25, 2011
Christmas Holiday	Friday Monday	December 23, 2011 December 26, 2011
New Year's Holiday	Monday	January 2, 2012
Martin Luther King Day	Monday	January 16, 2012
President's Day	Monday	February 20, 2012
Good Friday	Thursday Friday	April 5, 2012 April 6, 2012
Memorial Day	Monday	May 28, 2012
Independence Holiday	Wednesday	July 4, 2012
Labor Day	Monday	September 3, 2012

ATTACHMENT D



WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

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

Printed name of person submitting form:

Name of Company:

Date:

Signature of person submitting form:

Notarized:

Sworn and subscribed before me

by: _____

on _____
(date)

ATTACHMENT E – BUILDING SCHEDULES

JANITORIAL SCHEDULE A

GENERAL/OFFICE/HALL/COURTROOM/JURY AREAS

DAILY

- o Empty all trash receptacles into proper bins and replace liners.
- o Spot clean trash receptacles.
- o Clean and disinfect drinking fountains. Polish stainless steel if necessary.
- o Collect litter – twenty five (25) feet around the perimeter of the building and/or concrete patio, empty all cigarette urns and exterior trashcans including lobby halls, stairwells, and employee entrances. Remove bugs when necessary.
- o Dust mop all non-carpeted floors.
- o Damp mop all non-carpeted floors.
- o Clean elevator floors, walls, ceiling, doors & door tracks. Sanitize rails and control panels.
- o Clean/vacuum entrance mats.
- o Spray buff entrance level foyers, non-carpeted lobbies and main corridors.
- o Sweep outside entrances and steps leading to the building.
- o Entrance and lobby doors and interior lobby glass must be cleaned daily.
- o Empty recyclable containers as determined by Wilco.
- o Spot vacuum carpet.
- o Spot clean furniture, fixtures, walls, partitions, glass surfaces and doors, etc.
- o Clean stair and hand railings, panic bars and door push plates.
- o Spot clean carpeted area, using approved stain remover.
- o Completely clean all interior glass to a level of approximately six (6) feet high.

WEEKLY

- o Vacuum carpets wall to wall.
- o Dust building and furniture surfaces.
- o Dust all horizontal surfaces including window sills.
- o Spot clean all horizontal and vertical surfaces removing fingerprints, smudges and stains.

MONTHLY

- o Dust HVAC office grilles, air vents and register surfaces.
- o Vacuum upholstered furniture and dust blinds.
- o Dust high and low areas (pictures, clocks, partition tops, moldings, furniture, file cabinets, work counters, etc.)

QUARTERLY

- o Open all light covers and wipe bugs from cover with solution as necessary.
- o Dust and polish all wood surfaces, vertical and horizontal in all courtrooms.

TWICE YEARLY

- Clean all exterior building windows inside and out.

JANITORIAL SCHEDULE B

RESTROOMS

DAILY

- Empty all trash receptacles into proper bins and replace liners.
- Clean fixtures, walls, partitions, glass surfaces, counters and doors.
- Clean and sanitize restroom fixtures.
- Collect litter off floor.
- Sweep or dust mop non-carpeted floors.
- Wet mop entire floor using a non-acidic disinfectant.
- Urinals and toilets must be cleaned and sanitized, both inside and outside. Polish bright work/stainless/nickel.
- Replace deodorant urinals screens as necessary.
- Clean mirrors.
- Sinks and countertops washed and wiped dry.
- Clean and sanitize tile walls and wipe dry using germicidal detergent.
- Dust, sanitize and wipe clean all stall dividers, rails, walls and doors.
- Clean and disinfect light switches.
- Clean and sanitize all doors including entrance doors.
- Remove graffiti without repainting.
- Clean cabinets.
- Sufficiently stock all paper and soap dispensers.

WEEKLY

- De-scale toilet bowls and urinals.
- Wash all trash containers.

MONTHLY

- Scrub bathroom tile floors with a detergent containing a germicidal additive using a low speed buffer with brush or scrubbing pad to scrub emulsified dirt, urine, mold and bacteria that has become embedded in the porous surfaces of the grout. Steam clean if necessary using a floor surface wand. For VCT follow **FLOOR MAINTENANCE SCHEDULE**.
- Clean floor drains where applicable and pour counteractant and/or water down drains.
- Dust HVAC grilles, register surfaces and exhaust vent grilles.

JANITORIAL SCHEDULE C

LOUNGE, BREAK AND COFFEE AREAS AND STAIRWAYS

DAILY

- o Empty trash receptacles into proper bins.
- o Replace soiled or torn trash receptacle liners.
- o Rearrange chairs and tables as needed.
- o Spot clean furniture, fixtures, walls, partitions, glass, and doors, etc.
- o Sweep or dust mop non-carpeted floors.
- o Damp mop and disinfect non-carpeted floors.
- o Spot clean and remove stains from carpet.
- o Vacuum carpet.
- o Clean and disinfect trash receptacles.
- o Wipe down appliances.
- o Restock all paper and soap dispensers
- o Dust mop all stairways including rails, walls and/or doors.
- o Damp mop all stairs.
- o Clean and sanitize handrails and door handles.

JANITORIAL SCHEDULE D

FLOOR MAINTENANCE NON-CARPETED

- o Two (2) times yearly the Proposer shall strip all floors, using a liquid stripper solution and apply three (3) to five (5) coats of an acrylic polymer finish sealer to the surface of the tile.
- o This includes all VCT/terrazzo/marble/stone floors.
- o Exterior entrances shall be high pressure washed quarterly. All gum, dirt and grease shall be removed. If necessary use a detergent that will wash concrete clean.

JANITORIAL SCHEDULE E

FLOOR MAINTENANCE NON-CARPETED

- o Three (3) times yearly the Proposer shall strip all floors, using a liquid stripper solution and apply three (3) to five (5) coats of an acrylic polymer finish sealer to the surface of the tile.
- o This includes all VCT/terrazzo/marble/stone floors.
- o Exterior entrances shall be high pressure washed quarterly. All gum, dirt and grease shall be removed. If necessary use a detergent that will wash concrete clean.

JANITORIAL SCHEDULE F

FLOOR MAINTENANCE NON-CARPETED

- o Four (4) times yearly the Proposer shall strip all floors, using a liquid stripper solution and apply three (3) to five (5) coats of an acrylic polymer finish sealer to the surface of the tile.
- o This includes all VCT/terrazzo/marble/stone floors.
- o Exterior entrances shall be high pressure washed quarterly. All gum, dirt and grease shall be removed. If necessary use a detergent that will wash concrete clean.

JANITORIAL SCHEDULE G

DAY PORTER

- o Will be stationed at the Justice Center
- o Duties at Justice Center to be performed daily between 8:00 AM – 5:00 PM.
- o Special attention needed in Justice Center basement restrooms on Jury Call Mondays.
- o Duties at Historic Courthouse every Wednesday afternoon.
- o Duties at Juvenile Justice Center on Monday and Thursday afternoons and every 4th Wednesday afternoon.
- o Must be able to respond to daytime emergencies in other buildings around the county if necessary.

ATTACHMENT F – Building Specifications

WILLIAMSON COUNTY JUSTICE CENTER

405 Martin Luther King Blvd

Georgetown, Texas 78626

Square footage: 130,000***

Occupied Cleanable Sq ft. 111,630

Carpet area: 83,062

Concrete/Terrazzo/VCT area: 28,568

Elevators: 4 public units and 6 private

Restroom count 18 public restroom/27 individual restrooms

- Building must be cleaned Monday to Friday.
- Background checks are mandatory.
- Employees must be uniformed and carry ID badges, those without a uniform or badge will be asked to leave.
- Mechanical and holding cells will not be cleaned.
- A current list of all janitors entering the building needs to be on file at all times and updated before a janitor starts working in the building.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.

Schedules: A,B,C,D,G

CENTRAL MAINTENANCE FACILITY

3151 SE Inner Loop

Georgetown, Texas 78626

Total Square footage: 18,840***

Cleanable Sq ft: 13,754

Carpet area: 6,271

Tile area: 7,483

Restrooms: 2 locker rooms and 4 private individual restrooms

- Building must be cleaned Monday to Friday.
- Frequent use of community room during and after business hours will require special cleaning considerations.
- Background checks are mandatory. Rooms not to be cleaned: Mechanical room, parts room, and workshops.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.

Schedules: A,B,C,D

CEDAR PARK ANNEX

350 Discovery Blvd
Cedar Park, Texas

Total Square footage: 31,734***

Cleanable Sq ft: 30,236

Carpet area: 21,817

Ceramic area: 544

VCT area: 7,875

Restrooms: 9 private/individual and 4 public restrooms

- Building must be cleaned Monday to Friday.
- Sheriff Sub Station office is open 24 hours a day and will require special cleaning considerations.
- Background checks are mandatory.
- All equipment will be stored in designated janitorial closets only.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.

Schedules: A,B,C,D

TAYLOR ANNEX

412 Vance Street

Taylor, Texas

Total Square Footage: 21,102***

Cleanable Sq ft: 16,151

Carpet area: 7,010

VCT area: 9,141

Restrooms: 4 public and 3 private individual restrooms

- Building must be cleaned Monday to Friday.
- Sheriff Sub Station office is open 24 hours a day and will require special cleaning considerations.
- Background checks are mandatory.
- All equipment will be stored in designated janitorial closets only.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.

Schedules: A,B,C,D

INNER LOOP ANNEX

301 SE Inner Loop
Georgetown, Texas 78626

Total Square footage: 35,100***

Carpet: 17,270

Concrete: 17,830

Restrooms: 4 public and 2 private individual restrooms

- Building must be cleaned Monday to Friday.
- Background checks are mandatory.
- All equipment will be stored in designated janitorial closets only.
- Special requirements for Constable Pct 3 offices.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.

Schedules: A,B,C,D

ROUND ROCK JESTER ANNEX

1801 East Old Settlers Blvd.

Round Rock Texas 78664

Total Square footage: approximate 29,500***

Cleanable sq ft: 26,200

Carpet area: 12,000

VCT: 6,900

Tile and Vinyl: 7,300

Restrooms: 2 public and 4 private individual restrooms

- Building must be cleaned Monday to Friday.
- Background checks are mandatory.
- All equipment will be stored in designated janitorial closets only.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.

Schedules: A,B,C,D

HISTORIC COURTHOUSE

710 Main Street

Georgetown, Texas 78626

Total Sq ft: 23,516***

Carpet: 10,500

Wood: 5,950

Terrazo: 7,000

Basement: 9,000

Restrooms: 4 public restrooms/5 private

- Building must be cleaned Monday to Friday.
- Background checks are mandatory.
- Day porter to clean certain areas on Wednesday.
- Schedule basement once a month for dusting and mopping floor.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.

Schedules: A,B,C,D,G

HEALTH DEPARTMENT

100 West Third Street
Georgetown, Texas 78626

Total sq ft: 7200

Occupied Cleanable: 6800***

Carpet: 3448

VCT: 3,352

Restrooms: 2 public/ 3 private

- Building must be cleaned Monday to Friday.
- Background checks are mandatory.
- No cleaning in medication closet.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.

Schedules: A,B,C,D

HEALTH DEPARTMENT

115 West Sixth Street

Taylor, Texas

Total sq ft: 6240***

Occupied cleanable: 5819 sq ft

Carpet: 5400 Sq ft.

Tile: 419 sq ft.

Restrooms: 5 restrooms

- Building must be cleaned Monday to Friday.
- Background checks are mandatory.
- No cleaning in medication closet.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.

Schedules: A,B,C,D

ROUND ROCK ANNEX

211 Commerce Cove, Bldgs A & B
Round Rock, Texas

Total Sq ft: 28,900***

Cleanable sq ft: 24,000

VCT: 16,000

Carpet: 8,000

Tile: 60

Restrooms: 7 public restrooms, 8 private restrooms

- Building must be cleaned Monday to Friday.
- Background checks are mandatory.
- No cleaning in medication closet.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.

Schedules: A,B,C,D

SHERIFF ADMINISTRATION-JAIL

508 South Rock Street
Georgetown, Texas 78626

Total sq ft: 28032

Cleanable sq ft: 19882***

(Flooring info)

Elevator: 1

Restrooms: 13

- Building must be cleaned Monday to Friday, Jail public (3) restrooms 7 days a week.
- Background checks are mandatory and must pass Williamson County Sheriff's approval. Sheriff has right to refuse anyone for any reason.
- A current list of all janitors or cleaning personnel entering the building needs to be on file at all times, and updated before a janitor starts working in this building. Any janitor in the building without proper ID badge and uniform will be asked to leave and deductions will be applied.
- **Restrooms must be cleaned between 12:00 to 2:00 PM each day AND 911 Communications must be cleaned during this time as well.**
- This building needs to start after 5:00 pm each day.
- All equipment must be stored in Janitorial closets only.
- Exercise room needs to be cleaned.
- NOT TO BE CLEANED: Mechanical room, carpeted offices that are locked, Jail and evidence room. Special considerations will need to be taken into account to satisfy security and privacy.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.

Schedules: A,B,C,D

CSCD ADULT PROBATION

301 SE Inner Loop

Georgetown, Texas 78626

Cleanable Sq ft: 9400***

Carpet: 8,400

Ceramic Tile: 1,000

Restrooms: 2 public restrooms, 1 private restroom

- Building must be cleaned Monday to Friday.
- Background checks are mandatory.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.

Schedules: A,B,C,D

TAX OFFICE

904 South Main Street
Georgetown, Texas 78626

Total Sq ft: 9,050***

All carpet with VCT in restrooms

Restrooms: 4 restrooms

- Building must be cleaned Monday to Friday.
- Background checks are mandatory.
- All employees must have background checks to enter this building.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.

Schedules: A,B,C,D

Health District Administration (Historic Jail)

300 North Main Street

Georgetown, Texas 78626

Total Cleanable Sq ft: 3500***

Carpet: 3142

Restrooms: 2 public restrooms, 1 private restroom

- Building must be cleaned 3 times weekly and days will be selected by Wilco.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.
- Background checks are mandatory.

Schedules: A,B,C,D

JUSTICE OF THE PEACE PCT 4

211 W 6th

Taylor Texas

Cleanable sq ft: 3948***

Carpet: 2987

VCT: 961

Restrooms: 2 public restrooms, 2 private restrooms

- Building must be cleaned 3 times weekly and days will be selected by Wilco.
- Background checks are mandatory.
- Special considerations are required for this building.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.

Schedules: A,B,C,D

WILCO REGIONAL ANIMAL SHELTER

1855 SE Inner Loop

Georgetown Texas 78626

Occupied Cleanable Sq ft: 8943***

All ceramic tile no carpet

Restrooms: 2 public restrooms, 1 private restroom

- Building must be cleaned 3 times weekly and days will be selected by Wilco.
- This building has special considerations due to animals.
- Administration Building plus office and restrooms in kennel area of building.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.
- Background checks are mandatory.

Schedules: A,B,C,D

HISTORICAL MUSEUM (FARMERS STATE BANK BUILDING)

716 Austin Avenue

Georgetown, Texas 78628

Cleanable sq ft: 4000***

Carpet: 1,990

VCT: 788

Ceramic Tile: 1,222

1 Elevator

Restrooms: 2 restrooms

- Building must be cleaned 3 times weekly and days will be selected by Wilco.
- Special considerations are required for this building due to limited access.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.
- Background checks are mandatory.

Schedules: A,B,C,D

CHILDREN'S ADVOCACY CENTER

1811 SE Inner Loop
Georgetown, Texas 78626

Approximate cleanable Sq ft: 5500***

Carpet: 4,864

Ceramic Tile: 636

Restrooms: 3 restrooms

- Building must be cleaned 3 times weekly between 6-12pm and days will be selected by Wilco.
- Special considerations must be made for this building.
- Background checks are mandatory and Wilco reserves the right to limit those entering the building for any reason, all staff must be 21 years of age.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.

Schedules: A,B,C,D

SHERIFF SUB STATION

1781 East Old Settlers Road
Round Rock, Texas

Approximate Sq ft: 2500***

Carpet: 1,100

Vinyl: 560

Tile: 60

Restrooms:

- Building must be cleaned 3 times weekly and days will be selected by Wilco.
- Background checks are mandatory and Wilco Sheriff has the right to refuse entrance for any reason.
- Building must be cleaned between 5 PM – 10 PM due to EMS sleeping quarters next door.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.

Schedules: A,B,C,D

LOTT BUILDING

107 S Holly Street
Georgetown Texas 78626

Cleanable Sq ft: 5000***

Carpet: 3259

Restrooms:

- Building must be cleaned twice weekly.
- Background checks are mandatory and Wilco Sheriff reserves the right to refuse anyone for any reason from entering the building.
- Special consideration must be taken for this building as no key access is given.

Schedules: A,B,C,D

HEALTH DEPARTMENT ENVIRONMENTAL

303 Main Street

Georgetown, Texas 78626

Total Sq ft: 1800***

Office Carpet: 1405

Restrooms: 2 restroom

- Building must be cleaned twice weekly.
- Background checks are mandatory.
- Days will be selected with Proposer.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.

Schedules: A,B,C,D

OEM/HAZMAT

305 Martin Luther King Blvd
Georgetown Texas 78626

Total Sq ft: 1200***

Cleanable: 1119 sq ft

Carpet: 1000

VCT: 119

Restrooms: 2 restrooms

- Building must be cleaned twice weekly.
- Background Checks mandatory.
- Days to be selected with Proposer.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.

Schedules: A,B,C,D

EMS ADMINISTRATION

303 Martin Luther King Blvd
Georgetown, Texas 78626

Total Sq ft: 1700***

Carpet Sq ft: 1513

VCT: 105

Restrooms: 2 restrooms

- Building must be cleaned twice weekly.
- Background checks mandatory.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.

Schedules: A,B,C,D

FACILITIES MAINTENANCE OFFICE

3101 SE Inner Loop

Georgetown Texas 78626

Sq ft: approximate: 4000*** cleanable

Carpet: 977

VCT: 550

Sealed Concrete: 2,473

Restrooms: 2 restrooms in office, 1 restroom in shop area

- Building must be cleaned twice weekly.
- Background checks mandatory.
- Building must be cleaned with occupants present between 8:00 AM and 5:00 PM.

Schedules: A,B,C,D

CONSTABLE PRECINCT 4

2501 Mallard Lane

Taylor, Texas

Total Sq ft: 1500

Cleanable: 1333 sq ft

Carpet: 176

Restrooms: 2 public, 3 private

- Building must be cleaned twice weekly.
- Special considerations are required for this building.
- Days to be selected with tenant and Proposer.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.
- Background checks are mandatory.

Schedules: A,B,C,D

EMS TRAINING CENTER

321 West 8th Street
Georgetown, Texas 78626

Sq ft: 4500***

Carpet:4000

VCT:400

Restrooms: 2 public

- Building must be cleaned twice weekly.
- Background checks mandatory.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.

Schedules: A,B,C,D

SHERIFFS OFFICE/TASK FORCE

323 West 8th St.

Georgetown Texas 78626

Approximate Sq Ft: 1000***

(Flooring info)

Restrooms:

- Building must be cleaned twice weekly, access s limited.
- Special considerations must be taken for this building.
- Background checks mandatory and Wilco Sheriff reserves the right to deny any employee for any reason.
- Background checks are mandatory.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.

Schedules: A,B,C,D

COMMISSIONER PCT 3

3010 Williams Drive Suite 153

Georgetown, Texas 78628

Sq ft: 1200***

(Flooring info)

Restrooms: 2 restrooms

- Building must be cleaned twice weekly.
- Background checks are mandatory.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.

Schedules: A,B,C,D

HUTTO ANNEX

350 Exchange Blvd Suite 100

Hutto, Texas 78634

Cleaning Area: 1,598

Carpet: 710

VCT: 88

Tile:800

Restrooms: 1 public restroom

- Building must be cleaned twice weekly.
- This building houses Commissioner Pct 4 office.
- Background checks are mandatory.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.

Schedules: A,B,C,D

HEALTH DEPARTMENT EDUCATION CENTER

300 North Main Street

Georgetown, Texas 78626

Sq Ft: 900***

Carpet sq ft: 870

Restrooms: 1 restroom

- Building must be cleaned 1 day per week – day being selected with tenant and Proposer.
- Background checks are mandatory.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.

Schedules: A,B,C,D

TABC/GAME WARDEN

517 Pine Street

Georgetown Texas 78626

Sq ft: 500***

Carpet sq ft: 465

Restrooms: 1 restroom

- Building must be cleaned 1 day per week with occupant present.
- Background checks are mandatory.
- Turn off all lights and secure and lock building after last janitorial staff leaves building if applicable.

Schedules: A,B,C,D

IMPOUND OFFICE

3151 SE Inner Loop Bldg C
Georgetown Texas 78626

Cleanable Sq ft: 400***

Office tile: 340

Restrooms: 1 restroom

- Building must be cleaned 1 day per week – day being selected with Proposer.
- Building must be cleaned between 8:00 AM – 5:00 PM with occupants present.
- Background checks are mandatory.

Schedules: A,B,D

HUTTO SHERIFF OFFICE COMMUNITY ROOM

3901 County Rd 130

Hutto Texas 78634

Sq ft: 1560***

All VCT

Restrooms:

- This building has special considerations, background checks are mandatory and Wilco reserves the right to limit entry.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.

Schedules: A,B,C,D

JUVENILE JUSTICE CENTER

1821 SE Inner Loop
Georgetown, Texas

Total sq ft: 105,886

Cleanable sq ft: 68,995

(Flooring info)

Restrooms: 6 public and 41 private

- Building is a seven day clean schedule with special services.
- Background checks are mandatory and Wilco reserves the right to refuse anyone from entering for any reason.
- Staff must be minimum 21 years of age.
- Turn off all lights and secure and lock building after last janitorial staff leaves building.

Schedules: per Sections

Section One: Administration; Monday through Friday

A,B,C,D

Section Two: Training Room, Offices and Lobby; Monday, Wednesday, Friday

A,B,C,D,G

Section Two: Training Room, Lobby and public restrooms Sunday only

A,B

Section Three and Four: Main Hallways, Gym restrooms and Control Rooms; Monday, Wednesday, Friday

A,B,D

Section Five: Academy; Monday, Wednesday, Friday

A,B,C,F

Section Six: Offices and Cafeteria only; Sunday, Tuesday, Thursday

A,B,C,F

CENTRAL MAINTENANCE FACILITY**SIGN SHOP – BLDG B**

3151 SE Inner Loop, Bldg B

Georgetown, Texas

Cleanable Sq Ft: 2500

All VCT

Restrooms: 2 restrooms

- Building to be cleaned twice a week.
- Background checks are mandatory.
-
- Turn off all lights and secure and lock building after last janitorial staff leaves building.

Schedules: A,B,C,D

Williamson County Inner Loop Annex

Address:

**301 SE Inner Loop
Georgetown, TX 78626**

Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

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

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

From North (Georgetown, Jarrell)

Take IH-35 Southbound

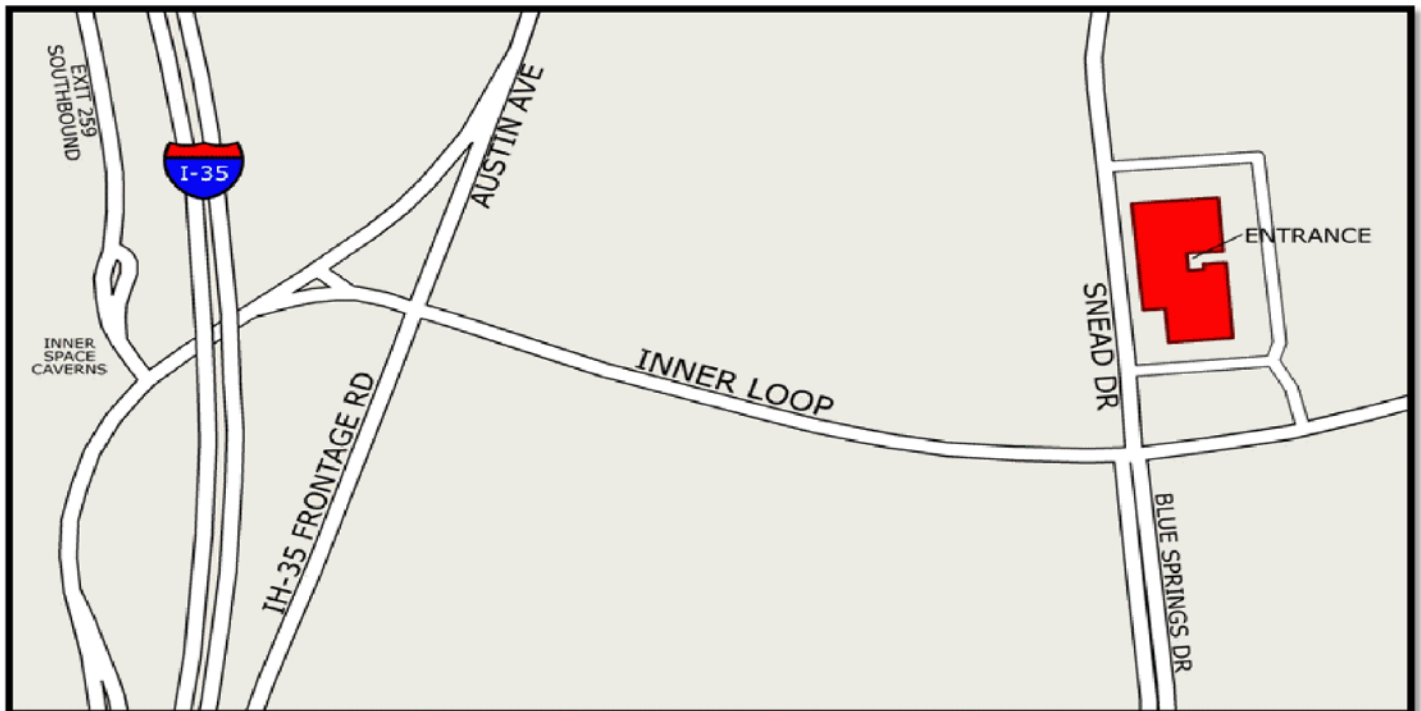
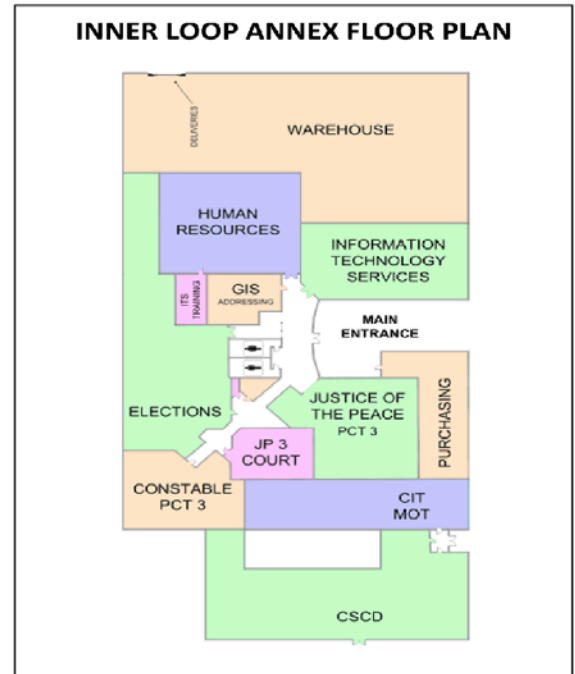
Exit 259

At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

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

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



Commissioners Court - Regular Session**42.****Meeting Date:** 09/13/2011

Award of various annual bids

Submitted By: Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Consider awarding bids received for EMS Protective Clothing, Facilities HVAC Services, Fleet Fuel Card Services and Parks Landscape Services to the lowest and best bids meeting specifications.

Background

EMS Protective Clothing recommended award to: Casco Industries - item 1-3

Facilities HVAC Services recommended award to: Aspen Air

Fleet Fuel Card Services recommended award to: Texas Fleet Fuel

Parks Landscape Services recommended award to: Maldonado Nursery & Landscaping (Maldonado Nursery & Landscaping is the third lowest bid received. The first two low bids did not meet the minimum specifications of providing comparable references for the type of services required).

Attachments

[Bid tabulation protective clothing](#)

[bid tabulation HVAC](#)

[bid tabulation fuel card](#)

[recommendation letter fuel card services](#)

[bid tabulation landscape services](#)

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Bob Space	09/08/2011 11:20 AM
County Judge Exec Asst.	Wendy Coco	09/08/2011 11:26 AM
Form Started By: Kerstin Hancock		Started On: 09/07/2011 12:59 PM
	Final Approval Date: 09/08/2011	

WILLIAMSON COUNTY BID TABULATION

EMS PROTECTIVE CLOTHING

BID# 12WCA051

Recommended Award: Casco Industries, item 1-3

Bidder	Item #	Item Description	Unit	Cost	Comments
Kel-Lac	1	Jacket	Each	No Bid	
	2	Parka	Each	No Bid	
	3	All Condition Pants	Each	No Bid	
	4	Boots	Pair	\$296.80	rejected - will be purchased locally
	5	Gear Bag	Each	1-100 \$56.30 101-more \$46.80	rejected - will be purchased locally
Bidder		Item Description	Unit	Cost	Comments
Casco Industries	1	Jacket	Each	\$592.00	
	2	Parka	Each	\$665.00	
	3	All Condition Pants	Each	\$360.00	
	4	Boots	Pair	\$144.00	rejected - will be purchased locally
	5	Gear Bag	Each	No Bid	rejected - will be purchased locally

WILLIAMSON COUNTY BID TABULATION
HVAC SERVICES
CONTRACT PERIOD: OCT.1, 2011 TO SEPT. 30, 2012
BID NUMBER: 12WCA001

RECOMMEND AWARD TO: Aspen Air

	ASPEN AIR	HVAC MASTERS
TECHNICIAN REGULAR HOURLY RATE	\$35.00	\$65.00
TECHNICIAN AFTER HOURS HOURLY RATE	\$47.50	\$97.50
TECHNICIAN WEEKEND HOURLY RATE	\$47.50	\$97.50
TECHNICIAN HOLIDAY HOURLY RATE	\$47.50	\$97.50
HELPER REGULAR HOURLY RATE	\$27.50	\$45.00
HELPER AFTER HOURS HOURLY RATE	\$37.50	\$67.50
HELPER WEEKEND HOURLY RATE	\$37.50	\$67.50
HELPER HOLIDAY HOURLY RATE	\$37.50	\$67.50
DISCOUNT PERCENTAGE ON PARTS	10%	30%
COST TO CLEAN	\$35.00	\$75.00
Supply or return openings (per opening)		
1 ton- 5 ton unit	\$125.00	\$150.00
6 ton- 10 ton unit	\$150.00	\$225.00
11 ton - 25 ton unit	\$175.00	\$250.00
26 ton - 40 ton unit	\$200.00	\$250.00
41 ton - 60 ton unit	\$250.00	\$250.00
*Awarded to lowest and best meeting specifications		

**BID TABULATION
FUEL CARD PROGRAM
FOR WILLIAMSON COUNTY FLEET SERVICES
BID NUMBER: 12WCA015
October 1, 2011 through September 30, 2012**

Recommended award: Texas Fleet Fuel

1. MANSFIELD OIL

ITEM #	DESCRIPTION	VENDOR MARK-UP
1	Regular Unleaded Gasoline	.1450
2	Middle-Grade Unleaded Gasoline	.1650
3	Super/Supreme Unleaded Gasoline	.1950
4	Diesel # 2 Fuel	.1800

2. TEXAS FLEET FUEL

ITEM #	DESCRIPTION	VENDOR MARK-UP
1	Regular Unleaded Gasoline	.08
2	Middle-Grade Unleaded Gasoline	.08
3	Super/Supreme Unleaded Gasoline	.08
4	Diesel # 2 Fuel	.08

Dear Sir/Madame,

Upon review of the two bids received on the Fleet fuel card bid for services 12WCA015, we recommend that the bid be awarded to Texas Fleet Fuel as they have the lowest and best bid that meets the bid specifications. Texas Fleet Fuel is our current provider, and the bid submitted indicates their continued commitment to best pricing and service.

Thank you,

Edward Pospisil
Parts Manager
Williamson County Fleet Services
512-943-3343 phone
512-943-3398 fax

Company	Advance Landscape Designs	Blue Sky Services	Cleaner Image	Elite Turf Care	Greater Texas Landscapes	Heart of Texas	International Building Services	Maldonado Nursery & Landscaping	Marcus Perkins	Sunflower Landscaping Services	Weigelt Enterprises
Regional Park	252,287.45	51,500.00	11,749.00	150,665.00	107,484.00	123,000.00	113,250.00	44,800.00	84,000.00	133,482.00	325,000.00
Alternate A	18,000.00	4,800.00	4,933.00	5,200.00	10,753.00	2,880.00	14,000.00	3,400.00	21,000.00		180,000.00
Alternate B	17,400.00	9,000.00	39,291.00	75,200.00	62,097.00	1,620.00	16,500.00	31,500.00	63,000.00		200,000.00
Alternate C	41,384.80	8,800.00	11,749.00	23,760.00	23,400.00	17,748.00	51,300.00	21,650.00	19,500.00		410,000.00
Alternate D	9,900.00	4,400.00	2,163.00	8,580.00	6,000.00	1,584.00	18,700.00	8,507.00	24,900.00		100,000.00
Alternate E	12,705.00	7,800.00	8,469.00	19,525.00	20,196.00	10,186.00	15,950.00	13,475.00	24,900.00		150,000.00
total	351,677.25	86,300.00	78,354.00	282,930.00	229,930.00	157,018.00	229,700.00	123,332.00	237,300.00		1,365,000.00
all or none								√			
low item	√	√	√	√	√	√	√		√	√	√
References/past history		successfully contacted 3 references, references were very complimentary, however, no commercial reference equal to or higher than Wilco scope	successfully contacted 2 out of 3 references only, no commercial reference equal to or higher than Wilco scope					successfully contacted 4 references, several references for equal or higher contracts			
Pre-bid inspection	√	√	√	√	√	√	√	√	√	√	√
equipment acceptable		Equipment limited, however company stated that they could purchase additional equipment if awarded	not inspected due to limited and dissimilar references					All referenced equipment was inspected and accepted by Wilco staff. Maldonado stated that they would purchase reel mower upon award			
additional notes	not considered due to higher bid price	bidder - If awarded the Wilco contract would be Blue Sky's largest contract. In order to perform to Wilco's expectations Blue Sky would need to expand their capabilities extensively.	No contracts equal or higher than Wilco contract scope	not considered due to higher bid price	not considered due to higher bid price	not considered due to higher bid price	not considered due to higher bid price	Wilco Parks department is recommending Maldonado based upon criteria evaluated: price, references, similar size contracts, equipment.	not considered due to higher bid price	unresponsive bid - no addenda submitted with bid	not considered due to higher bid price

Commissioners Court - Regular Session**43.****Meeting Date:** 09/13/2011

Victims Assistance Donations BA 09-13-2011

Submitted For: Melanie Denny**Submitted By:**

Lisa Moore, County Auditor

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

Information**Agenda Item**

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Victim's Assistance Donations:

Background

Donations received from a Cartridges for Kids fundraiser.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.367400	Donations	\$14.01	01

Form Review**Inbox**
County Judge Exec Asst.**Reviewed By**
Wendy Coco**Date**
09/07/2011 02:51 PM
Started On: 09/06/2011 03:06 PM

Form Started By: Lisa Moore

Final Approval Date: 09/07/2011

Commissioners Court - Regular Session**44.****Meeting Date:** 09/13/2011

Victims Assistance Donations BA 09-13-2011

Submitted For: Melanie Denny**Submitted By:**

Lisa Moore, County Auditor

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

Information**Agenda Item**

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge use of Victim's Assistance Donations:

Background

Donations received from a Cartridges for Kids fundraiser.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0560.003671	V. A. Donations	\$14.01	01

Form Review**Inbox**
County Judge Exec Asst.**Reviewed By**
Wendy Coco**Date**
09/07/2011 02:51 PM
Started On: 09/06/2011 03:11 PM

Form Started By: Lisa Moore

Final Approval Date: 09/07/2011

Commissioners Court - Regular Session**45.****Meeting Date:** 09/13/2011

Executive Session

Submitted By: Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

Information**Agenda Item**

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

1. Proposed or potential purchase of lease of property by the County:

- a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.
- b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
- c) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
- d) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.
- e) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.
- f) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
- g) Discuss proposed acquisition of property for proposed SH 29 project.
- h) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.
- i) Discuss proposed acquisition of property for right-of-way for US 79 Section 5A from East of Taylor to Thrall.
- j) Discuss proposed acquisition of property for right-of-way on 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 Access Easement on Guy property.
- q) Discuss proposed acquisition of drainage easements along CR 138.
- r) Discuss proposed acquisition of property for right-of-way along CR 170.
- s) Discuss proposed acquisition and/or sale of property for Arterial H.
- t) Discuss potential sale of real property on Williams Drive.
- u) Discuss Pass Through Agreement for IH 35 NBFR and Ramps from Westinghouse to SH 29.

Background

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/08/2011 09:44 AM
Charlie Crossfield (Originator)	Charlie Crossfield	09/08/2011 11:37 AM
Form Started By: Charlie Crossfield		Started On: 09/08/2011 09:27 AM
	Final Approval Date: 09/08/2011	