

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JANUARY 12TH, 2016
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 Division.
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 – 13)

5. Discuss, consider and take appropriate action on appointing Winn Wilmoth to the Georgetown ESD #8 board with the term commencing effective immediately and continuing thereafter until December 31, 2017.
6. Discuss, consider and take appropriate action on appointing Bennie Piper to the Georgetown ESD #8 board with the term commencing immediately and continuing thereafter until December 31, 2017.
7. Discuss, consider and take appropriate action on appointing Troy Rodriguez to the Georgetown ESD #8 board with the term commencing immediately and continuing thereafter until December 31, 2017.
8. Discuss, consider, and take appropriate action on authorizing the disposal of various county assets through auction, including (4) Battery Backups, (2) Chairs, (5) Phones, (7) Monitors, (16) Desktop Computers, (1) Pallet of Copper & Bass Fittings, (1) Steam Kettle, (3) 3 Drawer Filing Cabinets, (5) Printers, (1) Recorder, (2) Servers, (2) Powercom UPS, (1) Camcorder, (1) Survey Equipment, (7) Motorola Radios, (1) Keyboard, (3) Modems, (2) TV's, (1) HP Hub, (1) Intel Switch, (5) Misc. Electronics, (1) Box Misc Cables, (complete list attached) pursuant to Tex. Local Gov't Code §263.152.
9. Discuss, consider, and take appropriate action on authorizing the disposal of county assets through inter-departmental transfer, including (1) Desk, (see attachment) pursuant to Tex. Local Gov't Code §263.152.

10. Discuss, consider, and take appropriate action on authorizing the disposal of county assets through auction, including (1) 2008 Ford Crown Vic, (see attachment) pursuant to Tex. Local Gov't Code §263.152.
11. Discuss, consider and take appropriate action on approval of the final plat for the Iron Oak subdivision - Pct 2.
12. Discuss, consider and take appropriate action on approval of the revised plat for the Mark and Theresa Hoes Subdivision - Pct 4.
13. Discuss, consider and take appropriate action on approval of the final plat for the Sonterra West Sec 8-J Ph 2 subdivision - Pct 3.

REGULAR AGENDA

14. Discuss, consider, and take appropriate action on a policy to regulate the time, place and manner of posting campaign signs at County owned polling places [Election Code §61.003(a-1)].
15. Hear presentation from the Design Workshop consultant team regarding development of River Ranch County Park.
16. Hear and discuss status report from the District Attorney's Office on the temporary DNA investigator's review and identification of cases that may have been impacted by certain discrepancies in the FBI database that was published between 1999 and 2001 and by DNA mixture interpretation protocols between 1999 and 2015.
17. Hear and discuss report from the District Attorney's Office relating to the additional Appellate Prosecutor position that was authorized and approved for fiscal year 2015 2016.
18. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
19. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of \$3,098.80 for Fencing for Ronald Reagan Boulevard, a Road Bond Project in Commissioner Pct. 3.
20. Discuss and take appropriate action on a Real Estate Contract with MAG Slate Creek, LLC for proposed ROW needed on SH 29.
21. Discuss and take appropriate action on a Real Estate Contract with Kevin and Susan Langston for ROW needed on CR 110 South. (PARCEL 31S)
22. Discuss, consider and take appropriate action on approving the updated education affiliation agreements between Williamson County EMS and Austin Community College.
23. Discuss, consider and take appropriate action on approving the affiliation agreement between Williamson County EMS and Texas A&M College of Medicine.
24. Discuss and take action to approve the Sheriff's Forfeiture Fund-State and Local Funds Budget for Fiscal Year 2015-2016.

25. Discuss, consider and take appropriate action on the Fiscal Year 2016 Animal Shelter Donation Fund.
26. Discuss, consider and take appropriate action on a Resolution of the Commissioners Court of Williamson County, Texas in support of the briefs filed by the County Judges & Commissioners Association of Texas and the Texas Conference of Urban Counties in relation to Attorney General Opinion Request No. RQ-0061-KP regarding maintenance obligations pertaining to sidewalks within publically dedicated right-of-way.
27. Discuss, consider, and take appropriate action on awarding RFP#1509-011, Hosted Solution Service - Web Based Benefit Enrollment System to the best proposal, Winston Financial Services, Inc.
28. Discuss, consider, and take appropriate action on approving renewal of the Consulting Services Agreement between Rely Information Systems, LLC and Williamson County, Texas for DBA patch and upgrade assistance and general Oracle DBA support and maintenance of Williamson County's Oracle applications, and exemption of the services to be provided under the agreement from the competitive bidding proposal requirements per the County Purchasing Act pursuant to the discretionary exemption for personal services, as set forth under Section 262.024(a)(4) of the Texas Local Government Code.
29. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for RFP/Bid #1512-040, Intercom and Paging System for Williamson County Jail.
30. Discuss, consider, and take appropriate action on the approval of the HazMat Camera System Project for submittal for FY16 Homeland Security Grant funding in the amount of \$18,684.
31. Homeland Security Grant Project Funding Request – Wireless DVR and Audio/Visual Transmission Equipment Project
Discuss, consider, and take appropriate action on the approval of the Wireless DVR and Audio/Visual Transmission Equipment Project for submittal for FY16 Homeland Security Grant funding in the amount of \$8500.
32. Discuss, consider, and take appropriate action on the approval of the Annual HazMat Monitor Maintenance Service Project for submittal for FY16 Homeland Security Grant funding in the amount of \$12,000.
33. Discuss, consider, and take appropriate action on the approval of the PEAC Software Project for submittal for FY16 Homeland Security Grant funding in the amount of \$18,000.
34. Discuss, consider, and take appropriate action on the approval of the Radiation Dosimeter Project for submittal for FY16 Homeland Security Grant funding in the amount of \$24,800.
35. Discuss, consider, and take appropriate action on the approval of the Portable Radiation Detection Device Project for submittal for FY16 Homeland Security Grant funding in the amount of \$5,000.
36. Discuss, consider, and take appropriate action on the approval of the Level A HazMat Suits with Flash Protection and Suit Tester Project for submittal for FY16 Homeland Security Grant funding in the amount of \$35,400.
37. Discuss, consider, and take appropriate action on the approval of the Gemini Analyzer – RAMAN and FTIR Project for submittal for FY16 Homeland Security Grant funding in the amount of \$95,000.

38. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for EMS Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367401	EMS Donations	\$150.00

39. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the use of EMS Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003670	Use of Donations	\$150.00

40. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for the Williamson County EMS share of FY 15 Capital Area Trauma Regional Advisory Council (CATRAC) Trauma System Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payment for other entities	\$23,314.00

41. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for EMS.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.004232	Training, Conf., Seminars	\$4181.00
	0100.0540.003107	Medical Equipment < \$5000	\$4690.00
	0100.0540.004234	Training Supplies	\$1893.00
	0100.0540.004350	Printed Materials & Binding	\$700.00
	0100.0540.003010	Computer Equipment < \$5000	\$3500.00
	0100.0540.003001	Small Equipment & Tools < \$500	\$450.00
	0100.0540.004210	Internet/Email SVS	\$4300.00
	0100.0540.003002	Vehicle Equipment < \$5000	\$3600.00

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)."

42. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
- a) Business prospect(s) that may locate or expand within Williamson County.
 - b) Discuss Pearson Road District.
 - c) Discuss North Woods Road District.
 - d) Discuss Kaufman Loop.
 - e) Discuss Project Deliver
43. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 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.)
- A. Real Estate Owned by Third Parties
1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
- a) Discuss proposed acquisition of property for right-of-way for SH 195
 - b) Discuss proposed acquisition of property for proposed SH 29 project.
 - c) Discuss proposed acquisition of property for SW 183 and SH 29 Loop.
 - d) Discuss possible acquisition of property with endangered species for mitigation purposes.
 - e) Discuss the acquisition of real property: Sneed Loop
 - f) Discuss the acquisition of real property: Neenah Blvd.
 - g) Discuss the acquisition of real property: CR 119
 - h) Discuss the acquisition of real property: Tradesman Park.
 - i) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
 - j) Discuss the acquisition of real property: CR 258
 - k) Discuss the acquisition of real property: Kruger property exchange (3901 CR 130 Hutto, TX)
 - l) Discuss the acquisition of real property: Arterial H.
 - m) Discuss the acquisition of real property for County Facilities.
 - n) Discuss the acquisition of real property for the Williamson County Expo Center.
 - o) Discuss the acquisition of Easement interests on CR 240.
 - p) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
 - q) Discuss the acquisition of real property from Taylor ISD and WILCO Park Foundation for the East Wilco Park Access Road.
 - r) Discuss the acquisition of real property from the Andice Cemetery.
 - s) Discuss accepting the donation of a Water Quality/Detention Pond on Avery Ranch Blvd.
 - t) Discuss accepting donations of ROW for Busby Lane.
 - u) Discuss an Interlocal Agreement with the City of Round Rock in regards to Kenney Fort Blvd.
- B. Property or Real Estate owned by Williamson County
- 1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
- a) Discuss County owned real estate containing underground water rights and interests.
 - b) Discuss proposed sale of real estate on Inner Loop
 - c) Discuss proposed trade of real estate adjacent to Chandler Rd. and CR 130
 - d) Discuss proposed exchange of property with Mr. Kruger
 - e) Discuss real estate at 355 Texas Ave.
 - f) Discuss the proposed sale of portion of county property on Inner Loop opposite Maintenance Building.
 - g) Discuss the proposed sale of portion of county property by Jester Annex
 - h) Discuss the proposed sale of excess right-of-way on Hwy 79 abutting 79 Business Park
 - i) Discuss abandoning row on CR 359
 - j) Discuss possible sale of 183 A excess right of way
 - k) Discuss proposed sale of real estate of Blue Springs Blvd
 - l) Discuss transfer of ROW on a portion of Williams Drive to the City of Georgetown
 - m) Discuss abandonment of CR359.

- n) Discuss proposed land swap on East Old Settlers Blvd.
- o) Discuss proposed sale of an easement to Enterprise Crude Pipeline LLC.

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

- 44.** 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) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
 - d) Employee/personnel related matters
 - e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - f) Civil Action No. 1:11-cv-907, Sarah Doe et al. v. Jerald Neveleff et al., In the United States District Court for the Western District of Texas Austin Division
 - g) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
 - h) County Road 241 utility and Right-of-Way Issues and matters;
 - i) Cause No. D-1-GN-15-000875, Houston v. Bank of America et al, In The District Court of Travis County, Texas, 345th Judicial District
 - j) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
 - k) Floodplain Regulation Issue
 - l) Carolyn Barnes v. Austin American Statesman, et al; Cause # D-1-GN-15-002626, in the 353rd Judicial District Court of Travis County, Texas
 - m) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
 - n) Civil Action No. 1:15-cv-00679-RP, OCA-Great Houston and Mallika Das v. State of Texas, Et Al., In the United States District Court for the Western District
 - o) Notice of Claim – In Re Ray Steven Rose
 - p) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
 - q) Utility damage claim that occurred on or about 02/19/2014 on CR 488 (Claim # TXPR141360)
 - r) Claim for overpayment – Timothy Wright
 - s) Medical subrogation lien settlement offer related to covered person in County's health benefits plan.
 - t) Potential claims and litigation against Volkswagen and Audi related to Volkswagen and Audi emission control systems on diesel engine vehicles in the period 2009 – 2015
 - u) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
 - v) Royger Harris Claim
 - w) Employment law and regulations relating to court reporters.
 - x) Jessica Smith claim
 - y) Claims of Texas Association for Children and Families
 - z) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - aa) Legislative changes to firearms laws and possession of firearms on county property
 - bb) RQ-0061-KP – Request for Opinion Relating to Duty of County to Maintain Sidewalks and legal obligations relating to Sidewalks
- 45.** Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

REGULAR AGENDA (continued)

46. Discuss and take appropriate action regarding economic development.
47. Discuss and take appropriate action concerning real estate.
48. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Civil Action No. 1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
 - d) Employee/personnel related matters
 - e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - f) Civil Action No. 1:11-cv-907, Sarah Doe et al. v. Jerald Neveleff et al., In the United States District Court for the Western District of Texas Austin Division
 - g) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
 - h) County Road 241 utility and Right-of-Way Issues and matters;
 - i) Cause No. D-1-GN-15-000875, Houston v. Bank of America et al, In The District Court of Travis County, Texas, 345th Judicial District
 - j) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
 - k) Floodplain Regulation Issue
 - l) Carolyn Barnes v. Austin American Statesman, et al; Cause # D-1-GN-15-002626, in the 353rd Judicial District Court of Travis County, Texas
 - m) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
 - n) Civil Action No. 1:15-cv-00679-RP, OCA-Great Houston and Mallika Das v. State of Texas, Et Al., In the United States District Court for the Western District
 - o) Notice of Claim – In Re Ray Steven Rose
 - p) Discuss, consider and take appropriate action regarding possible appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and approval of payment of disputed employment taxes pending appeal
 - q) Utility damage claim that occurred on or about 02/19/2014 on CR 488 (Claim # TXPR141360)
 - r) Claim for overpayment – Timothy Wright
 - s) Medical subrogation lien settlement offer related to covered person in County's health benefits plan.
 - t) Potential claims and litigation against Volkswagen and Audi related to Volkswagen and Audi emission control systems on diesel engine vehicles in the period 2009 – 2015
 - u) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
 - v) Royger Harris Claim
 - w) Employment law and regulations relating to court reporters.
 - x) Jessica Smith claim
 - y) Claims of Texas Association for Children and Families
 - z) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - aa) Action regarding legislative changes to firearms laws, to include but not be limited to the adoption and implementation of regulations and policies relating to the possession of firearms on and within Williamson County property and facilities.
 - bb) RQ-0061-KP – Request for Opinion Relating to Duty of County to Maintain Sidewalks and legal obligations relating to Sidewalks
49. Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.
50. 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 _____, 2016 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**5.****Meeting Date:** 01/12/2016

ESD 8 appointment of Winn Wilmoth

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

Information**Agenda Item**

Discuss, consider and take appropriate action on appointing Winn Wilmoth to the Georgetown ESD #8 board with the term commencing effective immediately and continuing thereafter until December 31, 2017.

Background

This candidate has been interviewed by Commissioner Covey and Judge Gattis

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:54 AM

Started On: 01/07/2016 09:27 AM

Commissioners Court - Regular Session**6.****Meeting Date:** 01/12/2016

ESD 8 appointment of Bennie Piper

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

Information**Agenda Item**

Discuss, consider and take appropriate action on appointing Bennie Piper to the Georgetown ESD #8 board with the term commencing immediately and continuing thereafter until December 31, 2017.

Background

This candidate has been interviewed by Commissioner Covey and Judge Gattis

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:54 AM

Started On: 01/07/2016 09:32 AM

Commissioners Court - Regular Session**7.****Meeting Date:** 01/12/2016

ESD 8 appointment of Troy Rodriguez

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

Information**Agenda Item**

Discuss, consider and take appropriate action on appointing Troy Rodriguez to the Georgetown ESD #8 board with the term commencing immediately and continuing thereafter until December 31, 2017.

Background

This candidate has been interviewed by Commissioner Covey and Judge Gattis.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:54 AM

Started On: 01/07/2016 09:35 AM

Commissioners Court - Regular Session**8.****Meeting Date:** 01/12/2016

Asset Sale

Submitted By: Stacy Partridge, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the disposal of various county assets through auction, including (4) Battery Backups, (2) Chairs, (5) Phones, (7) Monitors, (16) Desktop Computers, (1) Pallet of Copper & Bass Fittings, (1) Steam Kettle, (3) 3 Drawer Filing Cabinets, (5) Printers, (1) Recorder, (2) Servers, (2) Powercom UPS, (1) Camcorder, (1) Survey Equipment, (7) Motorola Radios, (1) Keyboard, (3) Modems, (2) TV's, (1) HP Hub, (1) Intel Switch, (5) Misc. Electronics, (1) Box Misc Cables, (complete list attached) pursuant to Tex. Local Gov't Code §263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsAsset Sale

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Stacy Partridge

Final Approval Date: 01/07/2016

Reviewed By

Kerstin Hancock

Wendy Coco

Date

01/07/2016 08:20 AM

01/07/2016 09:53 AM

Started On: 12/29/2015 02:43 PM

Williamson County

Asset Status Change Form

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

- ☐ TRANSFER bet ween county departments
 ☐ DONATION to a non-county entity
☒ SALE at the earliest auction *
 ☐ DESTRUCTION due to Public Health / Safety
☐ TRADE-IN for new assets of similar type for the county
 ☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell OptiPlex 740 computer	5P3GZD1	N/A	Working
1	Dell OptiPlex 740 computer	5P2MLH1	N/A	Working
1	Dell OptiPlex 740 computer	HDGD1L1	N/A	Working
1	Dell OptiPlex 740 computer	1BBKMH1	N/A	Working
1	Dell OptiPlex GX520 computer	H9KN5C1	C1516	Working

Parties involved:
FROM (Transferor Department): Tax Assessor/Collector

RECEIVED
**Transferor - Elected Official/Department Head/
Authorized Staff:**
Contact Person:
DEC 22 2015

 Larry Gaddes
 Print Name

 Judy Kocian
 Print Name

**AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS**

Signature

December 21, 2015

Date

 +1 (512) 943-1954
 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:

 Tony Hill
 Print Name

 Tony Hill
 Print Name

Signature

Date

Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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

- ☐ TRANSFER bet ween county departments
 ☐ DONATION to a non-county entity
☒ SALE at the earliest auction *
 ☐ DESTRUCTION due to Public Health / Safety
☐ TRADE-IN for new assets of similar type for the county
 ☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell OptiPlex 740 computer	BBCKMH1	N/A	Working
1	Dell OptiPlex GX520 computer	7BKN5C1	C1520	Working
1	Dell OptiPlex 740 computer	H15RFD1	N/A	Working
1	Dell Monitor 24 inch	CN-0630211-74261-876-1C2U-A00	N/A	Working
1	Dell 24 inch Monitor	CN-0C1823-74445-992-FUGU	N/A	Working

Parties involved:
FROM (Transferor Department): Tax Assessor/Collector

RECEIVED

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

Larry Gaddes

Print Name

Signature

December 21, 2015

Date

Contact Person:

Judy Kocian

Print Name

+1 (512) 943-1954

Phone Number

DEC 22 2015

 AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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.)

Tony Hill

Print Name

Signature

Date

Contact Person:

Tony Hill

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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

- ☐ TRANSFER bet ween county departments
☒ SALE at the earliest auction *
☐ TRADE-IN for new assets of similar type for the county
- ☐ DONATION to a non-county entity
☐ DESTRUCTION due to Public Health / Safety
☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell 24 inch Monitor	CN-0G302H-74261-873-4Y94-A00	N/A	Working
1	Dell 24 inch monitor	CN-0PM372-72872-789-31CG	N/A	Working
1	Dell OptiPlex 740 computer	4P2MLH1	N/A	Working

Parties involved:
FROM (Transferor Department): Tax Assessor Collector

RECEIVED
**Transferor - Elected Official/Department Head/
Authorized Staff:**

 Larry Gaddes
 Print Name

Signature

December 21, 2015

Date

Contact Person:

Judy Kocian

Print Name

+1 (512) 943-1954

Phone Number

DEC 22 2015

 AUDITOR'S OFFICE
 WILLIAMSON COUNTY, TEXAS

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

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

Tony Hill

Print Name

Signature

Date

Contact Person:

Tony Hill

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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

- ☐ TRANSFER bet ween county departments
 ☐ DONATION to a non-county entity
☒ SALE at the earliest auction *
 ☐ DESTRUCTION due to Public Health / Safety
☐ TRADE-IN for new assets of similar type for the county
 ☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Pallet of copper & brass fittings.			
1	Cleveland KGL-40-T Steam Kettle	Serial #: WT0428-02A-01		Non-Working

RECEIVED

Parties involved:

DEC 22 2015

FROM (Transferor Department): Facilities

Transferor - Elected Official/Department Head/
Authorized Staff:

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Todd Imboden

Contact Person:

Todd Imboden

Print Name

Print Name

Signature

December 21, 2015

Date

+1 (512) 943-1610

Phone Number

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

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

Contact Person:

Print Name

Print Name

Signature

Date

Phone Number

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Williamson County

Asset Status Change Form

Print Form

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	3 DRAWER ROLLING FILING CABINET	N/A	N/A	Working
1	3 DRAWER FILING CABINET	N/A	N/A	Working
1	HP LASERJET 4250N PRINTER	CNRXT12426	N/A	Working
1	HP LASERJET 4250N PRINTER	CNBXB34400	N/A	Working
1	HP LASERJET 4250N PRINTER	CNGXF52140	N/A	Working

Parties involved:**FROM** (Transferor Department): WILLIAMSON COUNTY EMERGENCY SERVICES**Transferor - Elected Official/Department Head/****Authorized Staff:**

MICHAEL WRIGHT

Print Name

Signature

Contact Person:

AUBURY HOLMES

Print Name

+1 (512) 864-8234

Phone Number

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

Print Name

Print Name

Signature

Date Phone Number

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Williamson County

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- ☐ 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	POWERCOM UPS	G60500894	SN0016	Non-Working
1	POWERCOM UPS	KIN-1500AP RM	SN0015	Non-Working
1	HIGHER GROUND SERVER <i>Fusion server</i>	CAPCOG 005485 <i>C74300620G10779</i>	N/A	Working
1	LOGGING RECORDER	USE629NB8D	N/A	Working
1	HP LASERJET 3390	CNLJR10955	N/A	Working

Parties involved:**FROM** (Transferor Department): WILLIAMSON COUNTY EMERGENCY SERVICES**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

MICHAEL WRIGHT

AUBURY HOLMES

Print Name

Print Name

Signature

Date Phone Number

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

Print Name

Print Name

Signature

Date Phone Number

RECEIVED

DEC 18 2015

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

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Williamson County

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	JVC Camcorder			Non-Working
1	Survey Equip - Pro Shot Laser Level			Non-Working

Parties involved:
FROM (Transferor Department): Dept. of Infrastructure - Road & Bridge Division

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

JOE L. MACALAN

Lisa Pohlmeier

Print Name

Print Name

Signature

12/7/2015

Date

+1 (512) 943-3364

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:

RECEIVED

JOE

Print Name

Print Name

DEC - 8 2015

Signature

Date

Phone Number

 AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Williamson County

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 ☐ DONATION to a non-county entity
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☐ TRADE-IN for new assets of similar type for the county
 ☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:


Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Motorola XTL 5000, M20URS9PW1AN	500CFA1401		Working
1	Motorola XTL 5000, M20URS9PW1AN	500CEU0535		Working

Parties involved:
FROM (Transferor Department): 581 EMERGENCY COMMUNICATIONS

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

Michael Wright

Print Name



Signature

October 28, 2015

Date

Contact Person:

Michael Wright

Print Name

+1 (512) 864-8237

Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

RECEIVED

DEC - 7 2015

 AUDITOR'S OFFICE
 WILLIAMSON COUNTY, TEXAS

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☒ DESTRUCTION due to Public Health / Safety
☐ SALE to a government entity / civil or charitable organization in the county at fair market value
- note: can't auction it; if needed, destruction*

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell OptiPlex 740 computer	Dell, service # F7PK45	2359	Working
1	Dell OptiPlex 780	Dell, service # 40CTFQ1	3047	Working
1	Dell XP Professional Computer	Dell, service # 2WC12C1	1481	Non-Working
2	Monitors	Dell		Working
1	Keyboard (went with XP Prof Computer)	Dell		Working

Parties involved:

FROM (Transferor Department): PARKS DEPT

Transferor - Elected Official/Department Head/

Authorized Staff:

RANDY BELL

Print Name

Signature

December 8, 2015

Date

Contact Person:

BENITA BONNER

Print Name

+1 (512) 943-1926

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:

RECEIVED

Print Name

Print Name

DEC 11 2015

Signature

Date

Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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☒ DESTRUCTION due to Public Health / Safety
☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

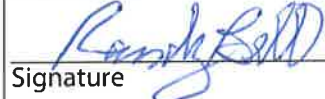
Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	OFFICEJET 5500 Series	Copy, scan, fax 5510, black/color printer		Working
X 2	modems/wireless USV	Verizon wireless		Not working

Parties involved:
FROM (Transferor Department): PARKS DEPT

Transferor - Elected Official/Department Head/
Authorized Staff:

RANDY BELL

Print Name



Signature

December 8, 2015

Date

Contact Person:

BENITA BONNER

Print Name

+1 (512) 943-1926

Phone Number

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

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

Contact Person:

Print Name

Print Name

Signature

Date

Phone Number

RECEIVED

DEC 11 2015

 AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Celera TV	0903700435420020919A0529	None	Working
1	Sayno TV	B0220251602285	None	Working
1	Black Lucent 8110M Telephone	989T42003441	None	Non-Working
1	White Lucent 8110M Telephone	979T67000193	None	Non-Working
1	Avaya 8110 Telephone	106745714	None	Non-Working

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

Chief Tony Marshall

Mary Johnson

Print Name

Print Name

Signature

November 24, 2015

Date

+1 (512) 943-1313

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

RECEIVED

DEC 10 2015

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

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Williamson County

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Avaya 6211 Telephone	N/A	None	Non-Working
1	Nortel Networks Telephone	NT8B27JAAA	None	Non-Working
1	HON High Back Blue Chair	N/A	None	Working
1	HON Blue Chair	57NPE	None	Working
1	Dell Monitor	106745714	None	Non-Working

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

Chief Tony Marshall

Mary Johnson

Print Name

Print Name

Signature

November 24, 2015 +1 (512) 943-1313

Date Phone Number

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

RECEIVED

Print Name

Print Name

DEC 10 2015

Signature

Date Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	APC battery Backup	PB309321306		Non-Working <input type="checkbox"/>
1	Ferrups Battery Backup	FE850V07737		Non-Working <input type="checkbox"/>
1	APC Battery Backup/Power Strip	NB0604001219		Non-Working <input type="checkbox"/>
1	APC Battery Module	No Serial		Non-Working <input type="checkbox"/>
1	PairGain Modem	001889000014		Non-Working <input type="checkbox"/>

Parties involved:

FROM (Transferor Department): ITS

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

Tammy McCulley

Print Name

Tammy McCulley

Signature

12/15/15

Date

Contact Person:

Chris Ball

Print Name

512-943-1934

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.)

Tony Hill

Print Name

Contact Person:

RECEIVED

DEC 15 2015

Signature

Date

Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Williamson County

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Wise Thin Client	6W0D1400473, 6W0D1303139		Non-Working <input type="checkbox"/>
1	Cisco 1751V AP	FTX902Y03U		Non-Working <input type="checkbox"/>
1	Cisco Air-LAP1131 AG	FTX1444S2Y9		Non-Working <input type="checkbox"/>
1	Dell 1170 AP	2665451		Non-Working <input type="checkbox"/>
1	Cisco 4400 Wlan Controller	FOC1125F04P		Non-Working <input type="checkbox"/>

Parties involved:
FROM (Transferor Department): ITS

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

Tammy McCulley

Print Name

 Signature *Tammy McCulley* 12/15/15

Date

Contact Person:

Chris Ball

Print Name

943.1934

Phone Number

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

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

Tony Hill

Print Name

Signature

Date

Contact Person:

RECEIVED

Print Name

DEC 15 2015

Phone Number

 AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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☒ SALE at the earliest auction *

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☐ DESTRUCTION due to Public Health / Safety

☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Cymphonix LX20	1411D3B0256		Non-Working <input type="checkbox"/>
1	HP J3200A Hub	SG64600152		Non-Working <input type="checkbox"/>
1	Intel Switch	BASW1350487		Non-Working <input type="checkbox"/>
1	Motorola Radio and Antenna	No Serial		Non-Working <input type="checkbox"/>
	Box of Misc Cables	No Serial		Non-Working <input type="checkbox"/>

Parties involved:
FROM (Transferor Department): ITS

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

Tammy McCulley

Print Name

 Signature *Tammy McCulley* 12/15/15

Date

Contact Person:

Chris Ball

Print Name

943.1934

Phone Number

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

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

Tony Hill

Print Name

Signature

Date

Contact Person:

RECEIVED

Print Name

DEC 15 2015

Phone Number

 AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Williamson County

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☐ DONATION to a non-county entity

☒ SALE at the earliest auction *

☐ DESTRUCTION due to Public Health / Safety

☐ TRADE-IN for new assets of similar type for the county

☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
4	Motorola PIDU Radios	See Attached Sheet		<input type="checkbox"/>
1	Dell Desktop Dimension	42MR001		Non-Working <input type="checkbox"/>
1	Dell KVM 1012	No Serial		Non-Working <input type="checkbox"/>
1	Gateway Desktop	5563865		Non-Working <input type="checkbox"/>
1	Dell Poweredge Server	8TTNT51		<input type="checkbox"/>

Parties involved:

FROM (Transferor Department): ITS

Transferor - Elected Official/Department Head/
Authorized Staff:

Tammy McCulley

Print Name

Tammy McCulley

Signature

12/15/15

Date

Contact Person:

Chris Ball

Print Name

512-943-1934

Phone Number

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

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

Tony Hill

Print Name

Signature

Date

Contact Person:

RECEIVED

Print Name

DEC 15 2015

Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Items to Auction

Motorola PIDU Serial

0922066194

0914044653

0746437854

0746438204

RECEIVED

DEC 15 2015

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Commissioners Court - Regular Session**9.****Meeting Date:** 01/12/2016

Asset Transfer

Submitted By: Stacy Partridge, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the disposal of county assets through inter-departmental transfer, including (1) Desk, (see attachment) pursuant to Tex. Local Gov't Code §263.152.

Background

Fiscal Impact

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

AttachmentsAsset Transfer

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Stacy Partridge

Final Approval Date: 01/07/2016

Reviewed By

Kerstin Hancock

Wendy Coco

Date

01/07/2016 08:25 AM

01/07/2016 09:53 AM

Started On: 01/06/2016 08:59 AM

Williamson County

Asset Status Change Form

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

- ☒ TRANSFER bet ween county departments
☐ SALE at the earliest auction *
☐ TRADE-IN for new assets of similar type for the county
☐ DONATION to a non-county entity
☐ DESTRUCTION due to Public Health / Safety
☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

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

Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/
Authorized Staff:

Print Name

Signature

Contact Person:

Print Name

Date Phone Number

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

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

Print Name

Signature

Contact Person:

Print Name

Date Phone Number

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session**10.****Meeting Date:** 01/12/2016

Vehicle Sale

Submitted By: Stacy Partridge, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the disposal of county assets through auction, including (1) 2008 Ford Crown Vic, (see attachment) pursuant to Tex. Local Gov't Code §263.152.

Background

Fiscal Impact

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

AttachmentsVehicle Sale

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Stacy Partridge

Final Approval Date: 01/07/2016

Reviewed By

Kerstin Hancock

Wendy Coco

Date

01/07/2016 08:26 AM

01/07/2016 09:53 AM

Started On: 01/06/2016 09:06 AM



Williamson County Vehicle Status Change Form

2010-15 FORM

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

1) Identify Vehicle:

2FAFP71V18X161694

560

SA0837

Vehicle Identification Number

Department

Door Number

1059888

2008

FORD

CROWN VIC

BLK/WHT

License Plate Number

Year

Make

Model

Color

2) Reason for Status Change:

☐ Accident

Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report

2. The Official Accident Report

3. A Vehicle Insurance / Litigation Form

☒ High Mileage: List actual mileage 110,481

REPLACEMENT
(ON SCHEDULE FROM FLEET
SERVICES)

☐ Not mechanically sound

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall

Signature

Date 11-9-15

To be completed by **Fleet Services Manager**:

1) Method of Status Change: This vehicle is to be considered for: (Select one)

☒ SALE at the earliest auction

☐ TRANSFER between county departments

☐ SALVAGE for parts

☐ TRADE-IN for new assets of same general type for the county

☐ SALE to a government entity / civil or charitable organization in the county at fair market value

☐ Other

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DEC 17 2015

WILLIAMSON COUNTY, TENN

Print Name R. Rogers

Signature

Date 11/18/15

To be completed by **Human Resources Analyst**:

All applicable accident paperwork has been received and there is no litigation pending on this unit. It has been cleared for retirement.

HR Release Authorization:

To be completed by **Budget Office** (only for transfers):

Transfer has been reviewed and approved:

Signature:

All forms must be routed to the County Auditor's Office once the final authorization and approval have been received.

Commissioners Court - Regular Session**11.****Meeting Date:** 01/12/2016

Discuss consider and take appropriate action on approval of the final plat for the Iron Oak subdivision - Pct 2

Submitted For: Joe England**Submitted By:** Stephen Jones-Meyer, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Iron Oak subdivision - Pct 2.

Background

This subdivision consists of 23 single family lots and 2,554 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of \$35,200 has been posted with the County to cover the cost of the remaining construction. A final plat review fee of \$3,629.00 has been paid.

Fiscal Impact

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

AttachmentsFinal Plat - Iron Oak

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Stephen Jones-Meyer

Final Approval Date: 01/07/2016

Reviewed By

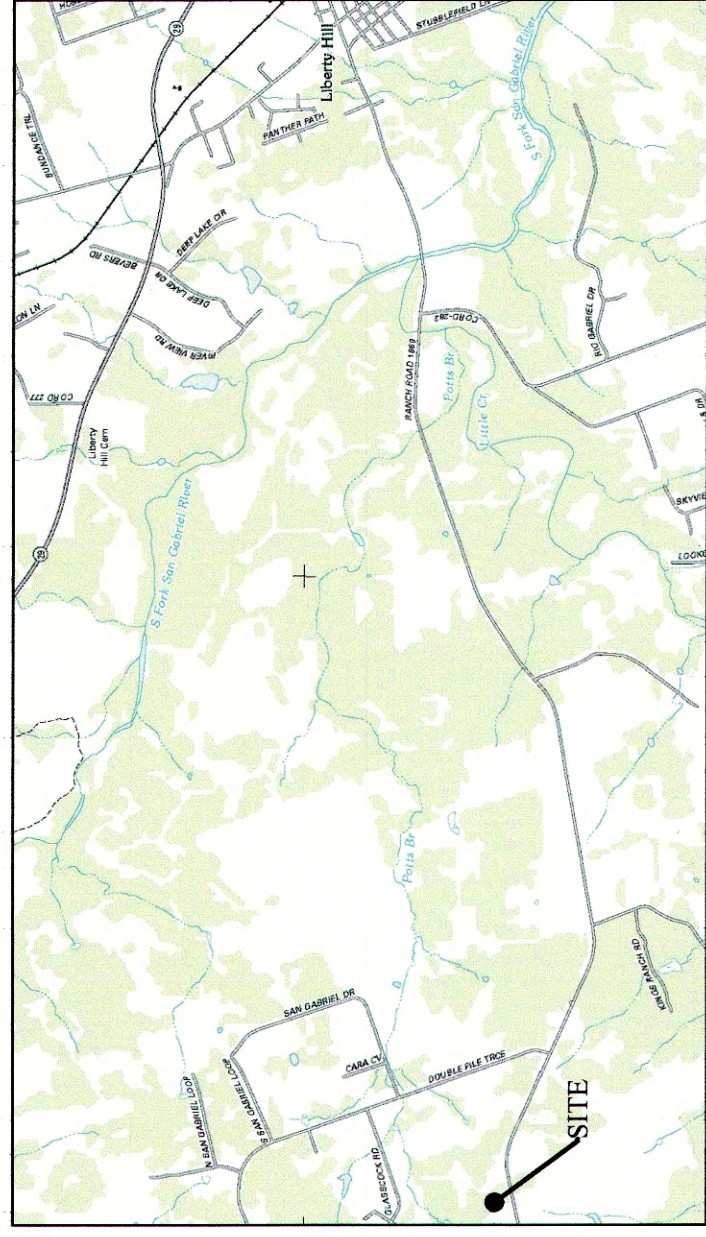
Wendy Coco

Date

01/07/2016 09:53 AM

Started On: 01/04/2016 12:58 PM

Vicinity Map
Not to Scale



Legend of Abbreviations
D.R.W.C.T. ~ DEED RECORDS, WILLIAMSON COUNTY, TEXAS
P.R.W.C.T. ~ PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T. ~ OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
CONCRETE MONUMENT ~ 4"x4" CONCRETE PILLAR FOUND
R.O.W. ~ RIGHT OF WAY
H.O.A. ~ HOME OWNERS ASSOCIATION
P.U.E. ~ PUBLIC UTILITY EASEMENT
P.O.B. ~ POINT OF BEGINNING
P.W.S.E. ~ PROPOSED WELL AND SANITARY EASEMENT
D.E. ~ DRAINAGE EASEMENT
B.L. ~ BUILDING SETBACK LINE
OSSF ~ ON-SITE SEWAGE FACILITY

NOTE: ALL EASEMENT SHOWN HEREON ARE DEDICATED BY THIS PLAT UNLESS NOTED WITH RECORDING INFORMATION.

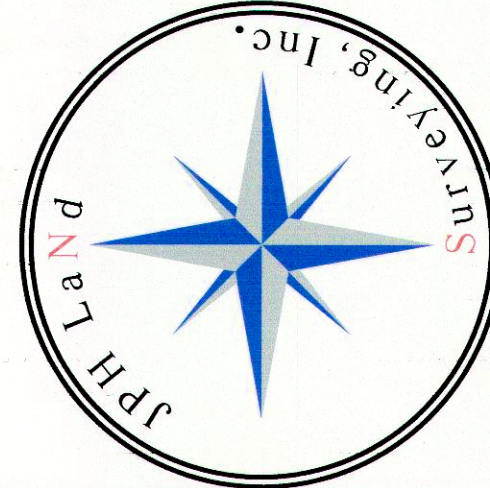
On-Site Sewage Facilities must be designed by a Registered Professional Engineer or Registered Sanitarian.

Sewer service for this subdivision will be provided by On-Site Sewage Facilities.

Developer
Dreman Day Custom Homes
P.O. Box 814 Liberty Hill, TX 78642
Phone: (512) 515-6488
Contact: Jon Branigan

Engineer
Adams - Engineering/Development Consultants
13785 Research Boulevard, Suite 125
Austin, Texas 78759
Phone: (512) 610-9500
Contact: Jack H. Garner, Jr., P.E.

Surveyor
JPH Land Surveying, Inc.
13563 West SH 29, Suite 4
Liberty Hill, Texas 78642
Phone: (512) 778-5688
Contact: Robert Hansen, R.P.L.S.



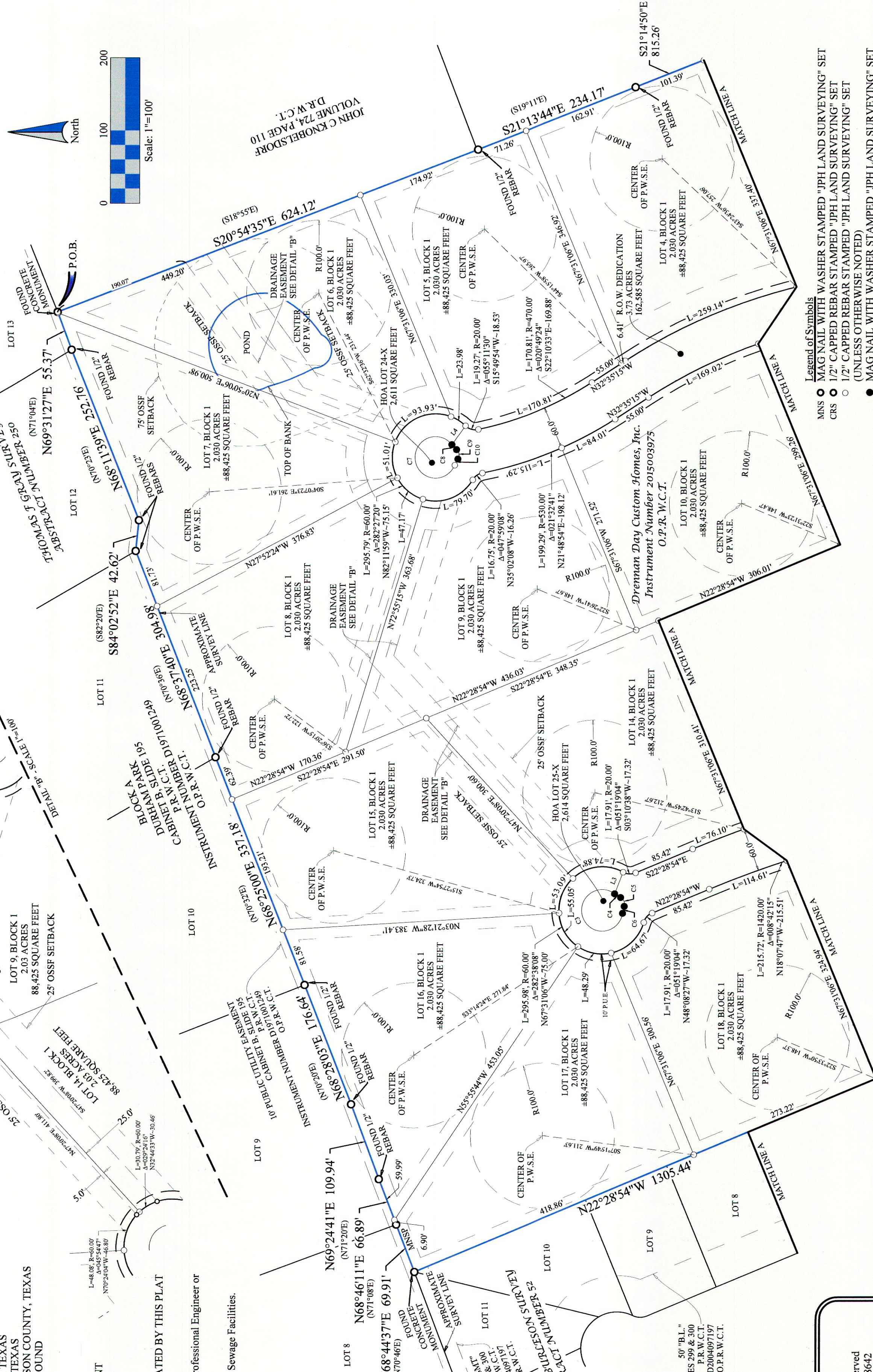
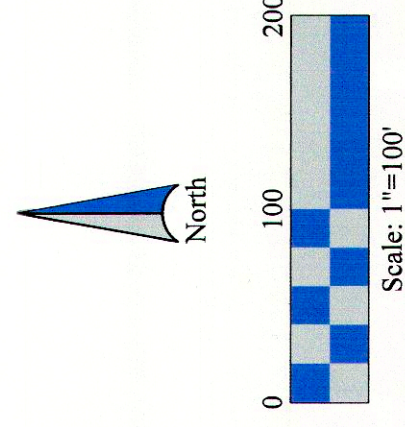
JPH Job No.
2014.052.001

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13563 West SH 29, Suite #4, Liberty Hill, Texas 78642
Telephone (512) 778-5688 www.jphlandsurveying.com
TBPLS Firm #10019500 #10194073 #10193867
Dallas - Fort Worth | Austin | Abilene

Final Plat
of
Iron Oak
50.59 ACRES

situated in the
Rebecca Burleson Survey, Abstract Number 52
Williamson County, Texas

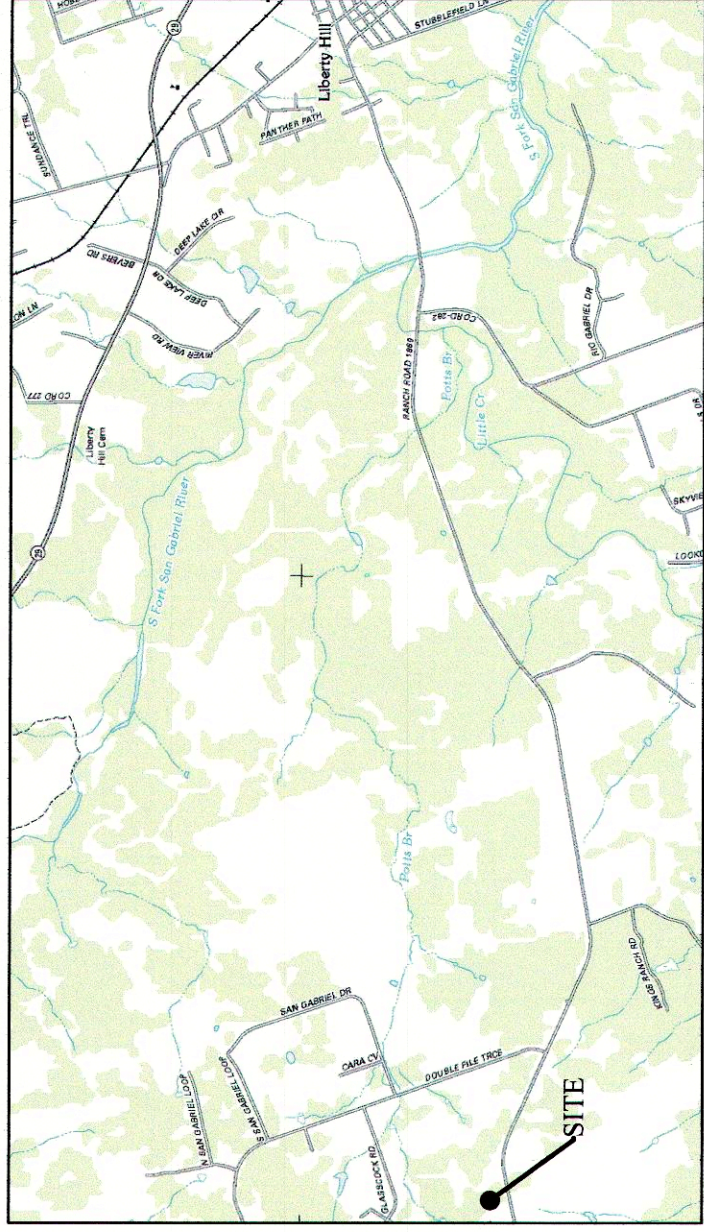
FINISHED FLOOR ELEVATIONS:
The minimum finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.



- Legend of Symbols**
- MNS MAG NAIL WITH WASHER STAMPED "JPH LAND SURVEYING" SET
 - CRS 1/2" CAPPED REBAR STAMPED "JPH LAND SURVEYING" SET
 - 1/2" CAPPED REBAR STAMPED "JPH LAND SURVEYING" SET (UNLESS OTHERWISE NOTED)
 - MAG NAIL WITH WASHER STAMPED "JPH LAND SURVEYING" SET
 - MNS 60D NAIL SET
 - CRS MAG NAIL WITH WASHER STAMPED "JPH LAND SURVEYING" SET PREVIOUSLY
 - CRS 1/2" CAPPED REBAR STAMPED "JPH LAND SURVEYING" SET PREVIOUSLY

Vicinity Map

Not to Scale



Legend of Abbreviations
D.R.W.C.T. ~ DEED RECORDS, WILLIAMSON COUNTY, TEXAS
P.R.W.C.T. ~ PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T. ~ OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
CONCRETE MONUMENT ~ 4"x4" CONCRETE PILLAR FOUND
R.O.W. ~ RIGHT OF WAY
H.O.A. ~ HOME OWNERS ASSOCIATION
P.U.E. ~ PUBLIC UTILITY EASEMENT
P.O.B. ~ POINT OF BEGINNING
P.W.S.E. ~ PROPOSED WELL AND SANITARY EASEMENT
D.E. ~ DRAINAGE EASEMENT
OSSF ~ ON-SITE SEWAGE FACILITY
NOTE: ALL EASEMENT SHOWN HEREON ARE DEDICATED BY THIS PLAT
UNLESS NOTED WITH RECORDING INFORMATION.

On-Site Sewage Facilities must be designed by a Registered Professional Engineer or Registered Sanitarian.
Sewer service for this subdivision will be provided by On-Site Sewage Facilities.

Developer
Drennan Day Custom Homes
P.O. Box 814 Liberty Hill, TX 78642
Phone: (512) 515-6488
Contact: Jon Branigan

Engineer
Adams - Engineering/Development Consultants
13785 Research Boulevard, Suite 125
Austin, Texas 78759
Phone: (512) 610-9500
Contact: Jack H. Garner, Jr., P.E.

Surveyor
JPH Land Surveying, Inc.
13563 West SH 29, Suite 4
Liberty Hill, Texas 78642
Phone: (512) 778-5688
Contact: Robert Hansen, R.P.L.S.



JPH Job No.
2014.052.001
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Telephone (512) 778-5688 www.jphlandsurveying.com
TBPLS Firm #10019500 #10194073 #10193867
Dallas - Fort Worth | Austin | Abilene

15' MINIMUM REAR YARD SETBACK
(50' FOR LOTS 21, 22 & 23, BLOCK 1)

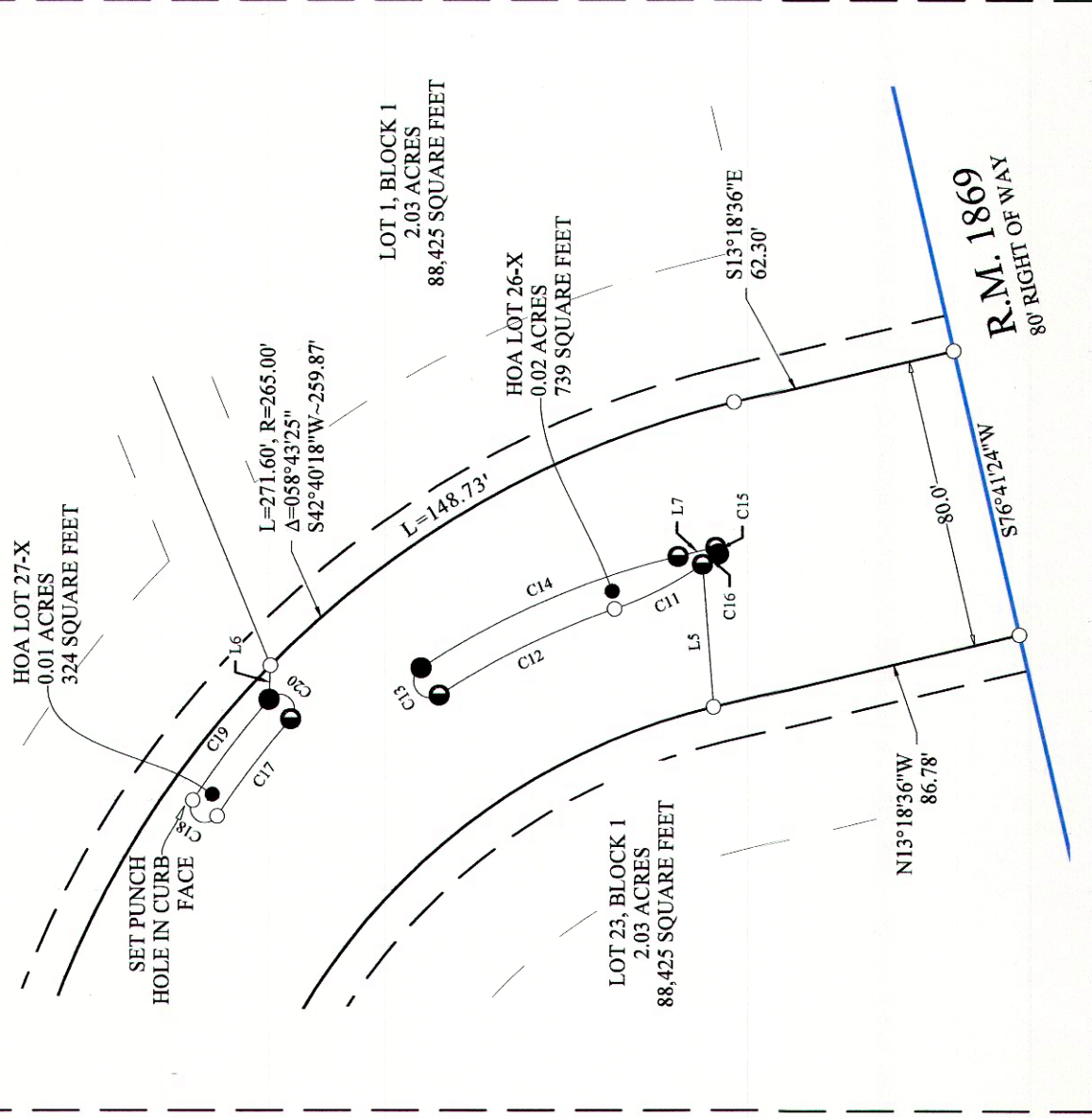
15' MINIMUM SIDE YARD SETBACK
(40' FOR LOT 11, BLOCK 1)

40' MINIMUM FRONT YARD SETBACK

60' R.O.W.

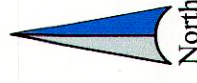
TYPICAL BUILDING SETBACK DETAIL
NOT TO SCALE

DETAIL "A"
1" = 50'

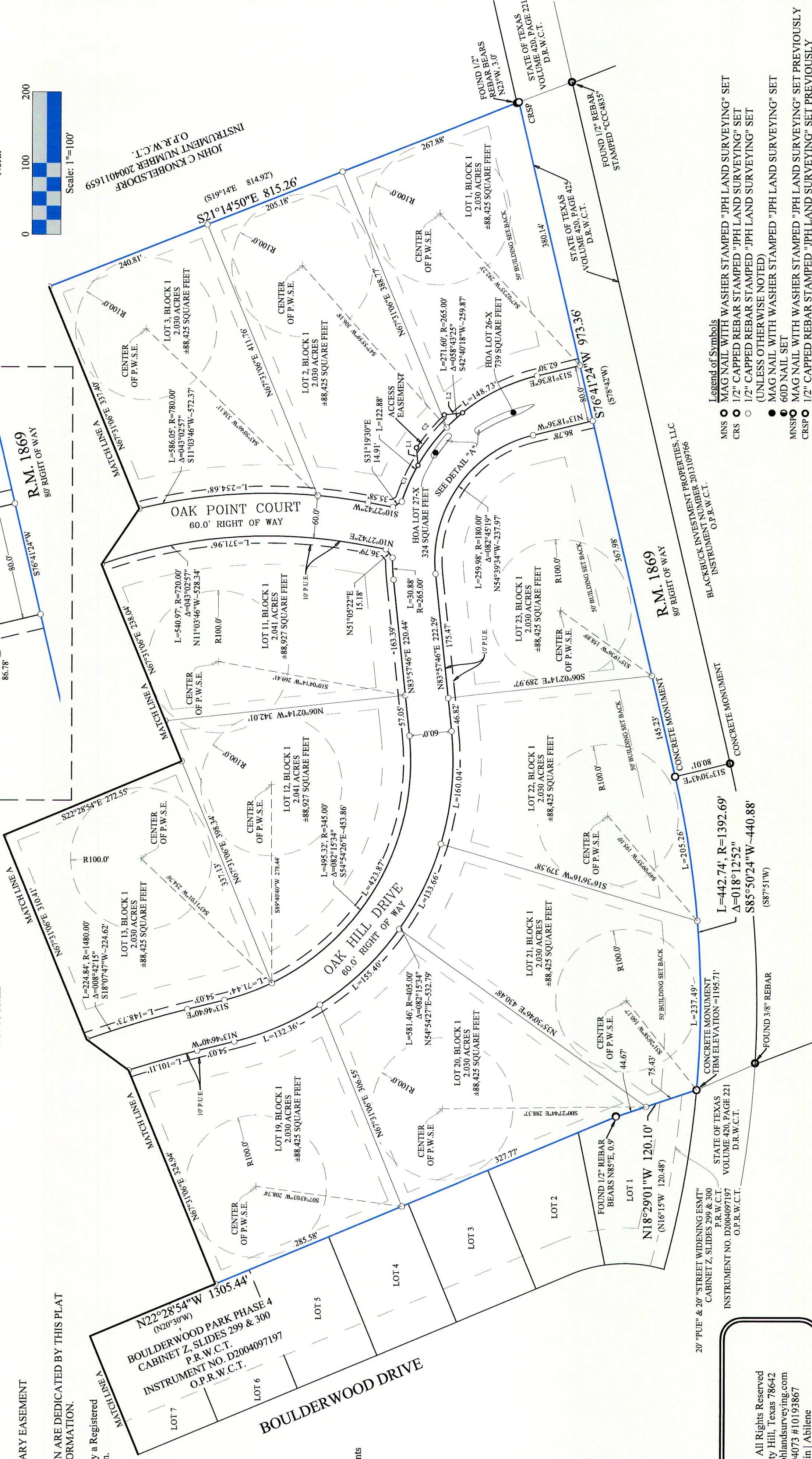


FINISHED FLOOR ELEVATIONS:

The minimum finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.



Scale: 1" = 100'



- Legend of Symbols**
- MNS ○ MAG NAIL WITH WASHER STAMPED "JPH LAND SURVEYING" SET
 - CRS ○ 1/2" CAPPED REBAR STAMPED "JPH LAND SURVEYING" SET
 - 1/2" CAPPED REBAR STAMPED "JPH LAND SURVEYING" SET (UNLESS OTHERWISE NOTED)
 - 60D NAIL SET
 - MNSP ○ MAG NAIL WITH WASHER STAMPED "JPH LAND SURVEYING" SET
 - CRSP ○ 1/2" CAPPED REBAR STAMPED "JPH LAND SURVEYING" SET PREVIOUSLY

WHEREAS, Drenman Day Custom Homes, Inc. is the owner of a 50.59 acre parcel of land situated in the Rebecca Burleson Survey, Abstract Number 52, in Williamson County, Texas, as described in the deed recorded under Instrument Number 2015005975 of the Official Public Records of Williamson County, Texas (hereafter referred to as the DDCCHI Parcel); Said DDCCHI Parcel surveyed on the ground in the month of November, 2014 under the direction and supervision of Robert A. Hansen, Registered Professional Land Surveyor, Number 6439 being more particularly described by metes and bounds as follows:

BEGINNING at a 4 inch by 4 inch concrete pillar found at the northeast corner of said DDCCHI Parcel;
THENCE SOUTH 20 degrees 54 minutes 35 seconds EAST, 624.12 feet with the east line of said DDCCHI Parcel to a 1/2 inch rebar found;
THENCE SOUTH 21 degrees 13 minutes 44 seconds EAST, 234.17 feet with the east line of said DDCCHI Parcel to a found 1/2 inch rebar;
THENCE SOUTH 21 degrees 14 minutes 50 seconds EAST, 815.26 feet with the east line of said DDCCHI Parcel to a 1/2 inch capped steel rebar stamped "JPH LAND SURVEYING" set previously by this surveyor at the northeast corner of that portion of the DDCCHI Parcel described in the deed to the State of Texas recorded in Volume 420, Page 425 of the Deed Records of Williamson County, Texas;
THENCE SOUTH 76 degrees 41 minutes 24 seconds WEST, 973.36 feet with the north right of way line of R.M. 1869 as described in the deed to the State of Texas recorded in Volume 420, Page 425 of the Deed Records of Williamson County, Texas;
THENCE SOUTH 76 degrees 41 minutes 24 seconds WEST, 973.36 feet with the north right of way line of R.M. 1869 as described in the deed to the State of Texas recorded in Volume 420, Page 425 of the Deed Records of Williamson County, Texas;
THENCE NORTH 18 degrees 29 minutes 01 second WEST, 120.10 feet with the west line of said DDCCHI Parcel to a point from which a found 1/2 inch rebar bears NORTH 85 degrees EAST, 0.9 feet;
THENCE NORTH 22 degrees 28 minutes 54 seconds WEST, 1305.44 feet with the west line of said DDCCHI Parcel to a 1/2 inch by 1/2 inch concrete pillar found at the northwest corner of said DDCCHI Parcel;
THENCE NORTH 68 degrees 44 minutes 37 seconds EAST, 69.91 feet with the south line of Lot 8, Block A, Durham Park, according to the plat recorded in Cabinet B, Slide 05 of the Plat Records of Williamson County, Texas to a mag nail with washer stamped "JPH LAND SURVEYING" set previously at the southeast corner of said Lot 8, Block A;
THENCE the following three (3) calls coincident with the south line of Lot 9, Block A of said Durham Park:
1. NORTH 68 degrees 46 minutes 11 seconds EAST, 66.89 feet to a found 1/2 inch rebar;
2. NORTH 69 degrees 24 minutes 41 seconds EAST, 109.94 feet to a found 1/2 inch rebar;
3. NORTH 68 degrees 28 minutes 03 seconds EAST, 176.64 feet to a 1/2 inch rebar found at the southeast corner of said Lot 9, Block A;

THENCE NORTH 68 degrees 25 minutes 00 seconds EAST, 337.18 feet with the south line of Lot 10, Block A of said Durham Park to a 1/2 inch rebar found at the southeast corner of said Lot 10, Block A;
THENCE NORTH 68 degrees 37 minutes 40 seconds EAST, 304.98 feet with the south line of Lot 11, Block A of said Durham Park to a 1/2 inch rebar found at the southeast corner of said Lot 11, Block A;
THENCE SOUTH 84 degrees 02 minutes 52 seconds EAST, 42.62 feet with the south line of Lot 12, Block A of said Durham Park to a found 1/2 inch rebar;
THENCE NORTH 68 degrees 11 minutes 39 seconds EAST, 252.76 feet continuing with the south line of said Lot 12, Block A to a 1/2 inch rebar found at the southeast corner of said Lot 12, Block A;
THENCE NORTH 69 degrees 31 minutes 27 seconds EAST, 55.37 feet with the south line of Lot 13, Block A of said Durham Park to the POINT OF BEGINNING, containing 50.59 acres. The basis of bearings for this description is Grid North of the Texas Coordinate System of 1983, Central Zone 4203

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Drenman Day Custom Homes, Inc. does hereby adopt this plat, designating the herein described property as IRON OAK an addition in Williamson County, Texas, and does hereby dedicate, in fee simple, to the public use forever any streets, alleys, and floodway management areas shown thereon. The owner further acknowledges that it is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal, and local laws and regulations relating to the environment, including (but not limited to) the Endangered Species Act, state Aquifer Regulations, and Municipal Watershed ordinances.

The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.

Drenman Day Custom Homes, Inc. (Jon Brannigan) _____ Date

STATE OF TEXAS

COUNTY OF WILLIAMSON
BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared Jon Brannigan of Drenman Day Custom Homes, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of December 20 12.

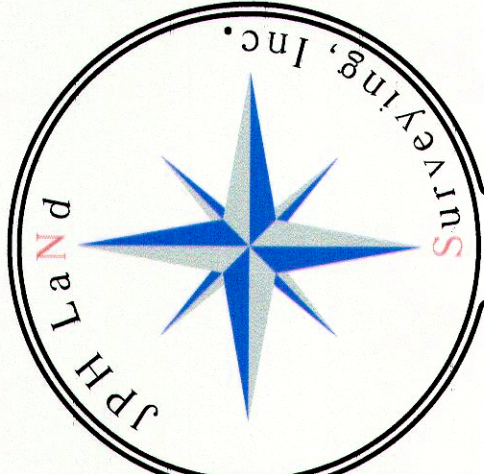
Notary Public in and for the State of Texas My commission expires:



Engineer
Adams - Engineering/Development Consultants
13785 Research Boulevard, Suite 125
Austin, Texas 78759
Phone: (512) 610-9500
Contact: Jack H. Garner, Jr., P.E.

Developer
Drenman Day Custom Homes
P.O. Box 814
Liberty Hill, TX 78642
Phone: (512) 515-6488
Contact: Jon Brannigan

Surveyor
JPH Land Surveying, Inc.
13563 West SH 29, Suite 4
Liberty Hill, Texas 78642
Phone: (512) 778-5688
Contact: Robert A. Hansen, R.P.L.S.



JPH Job No.
2014.052.001
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Telephone (512) 778-5688 www.jphlandsurveying.com
TBPUS Firm #10019500 #10194073 #10193867
Dallas - Fort Worth | Austin | Abilene

Plat Notes

Rural mailboxes shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within county limits shall be set three feet from the edge of the pavement or behind curbs, when used. Any mailbox that does not meet this requirement may be removed by Williamson County.

Driveways for Lots 1, 21, 22 and 23 shall connect only to Oak Hill Drive and not directly to R.M. 1869.

Residential driveways are to be located no closer to the corner of intersecting rights of way than 60 percent of the parcel footage or 50 feet, whichever is less.

A de facto certificate of compliance is hereby issued for all lots within this subdivision. This certificate is valid until such time as FEMA revises or newly adopts floodplain boundaries in this area.

Road Widening Easements - Right-of-way easements for widening roadways or improving drainage shall be maintained by the landowner until road or drainage improvements are actually constructed on the property. The County has the right at any time to take possession of any road widening easement for the construction, improvement, or maintenance of the adjacent road.

The landowner assumes all risks associated with improvements located in the right-of-way or road widening easements. By placing anything in the right-of-way or road widening easements, the landowner indemnifies and holds the county, its officers, and employees harmless from any liability owing to property defects or negligence not attributable to them and acknowledges that the improvements may be removed by the county and that the owner of the improvements will be responsible for the relocation and/or replacement of the improvement.

Owner's Responsibility - In approving this plat by the Commissioner's Court of Williamson County, Texas, it is understood that the building of all streets, roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed in this plat is the responsibility of the owners of the tract of land covered by this plat in accordance with the plans and specifications build any of the streets, roads, or other public thoroughfares shown on this plat or of constructing any of the bridges or drainage improvements in connection therewith.

The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system and streets. The County assumes no responsibility for the accuracy of representations by other parties in this plat. Flood plain data, in particular, may change depending on subsequent development. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the County.

Lien Free Right-of-Way - All public roadways and easements as shown on the plat are free of liens. Required release of liens shall be provided to the Commissioners' Court.

Flood Note - No lot in this subdivision is encroached by any special flood hazard areas inundated by 100 year flood as identified by the U.S. Federal Emergency Management Agency boundary map, (flood insurance rate map), community panel no. 48491C0250 & 48491C0225 Revised Date: September 26, 2008 for Williamson County, Texas.

No structure or land on this plat shall hereafter be located or altered without first submitting a certificate of compliance to the Williamson County flood plain administrator.

Storm Water Management - This subdivision is subject to storm-water management controls as required by Williamson County subdivision regulations, Section B10.1, on new development that would evoke such controls beyond existing conditions.

All lots will be served by private, on-site wells.

Health Department Approval - Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the survey as represented by said engineer or surveyor, I find this blue line (survey) complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This Williamson County Health Department (WCHD) approval is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County Health Department (WCHD) and Williamson County disclaim any responsibility to any member of the public for any subsequent verification of the representations, factual or otherwise, contained in this blue line (survey) and the documents associated with it.

Deborah L. Marlow, R.S. 050029596
Assistant Deputy Director, Environmental Health Services, WCHD

Road Name and 911 Addressing Approval:
Road name and address assignments verified this the 4th day of January, 2016 A.D.

Jenisa Pak
Williamson County Addressing Coordinator

Surveyor's Notes

- The basis of bearing for this survey is Grid North of the Texas Coordinate System of 1983, Central Zone 4203
- Adjoining ownership shown per the Williamson County Appraisal District.
- Elevations are based on NAVD 1983 per GPS observations using the Texas RTK Network. The site benchmark is the top center of a 4"x4" concrete monument found on the north side of R.M. 1869 ±330
- This survey is a title commitment and First American Title Insurance Company of North Texas, Inc. (FAT) is the title insurer. Date: July 18, 2014 and issued July 28, 2014. Complete copies of the record description of the property, any affecting the property, the record easements or servitudes, and any other documents containing desired appropriate information affecting the property being surveyed and to which the survey shall make reference were not provided to this surveyor for notation on this survey except for those items listed within Schedule B of said commitment.
- Where a measured or calculated dimension differs from the record by an amount deemed significant by this surveyor, the record dimension is shown in addition to, and differentiated from, the corresponding measured dimension by parenthesis.

Surveyor's Certification

KNOW ALL MEN BY THESE PRESENTS:

That I, Robert A. Hansen, do hereby certify that I prepared this plat from an actual and accurate survey of the land and the corner monuments shown thereon were properly placed, under my personal supervision, in accordance with the subdivision regulations of Williamson County, Texas.



Signed _____
Robert A. Hansen
Registered Professional
Land Surveyor, No. 6439

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared Robert A. Hansen known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 29 day of December, 2012.

DUSTIL HERMAN
My Notary ID # 10210897
Expires September 14, 2019

Edward's Aquifer Recharge Zone (EARZ) Certification
This tract is not located in the Edward's Aquifer Recharge Zone according to
https://gsweb.tceq.texas.gov/edwardsaquifer



Signed _____
Robert A. Hansen
Registered Professional
Land Surveyor, No. 6439

Driveway Drainage Pipe Table

Location	Size (Diameter) - minimum	Length - minimum	Design Invert Elevations
Lot 7, Block 1	36 inches	25 feet	Upstream FL = 1179.3 feet Downstream FL = 1179.1 feet
Lot 8, Block 1	36 inches	25 feet	Upstream FL = 1179.9 feet Downstream FL = 1179.7 feet

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Dan A. Gattis, County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, that a subdivision having been fully presented to the Commissioners' Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Dan A. Gattis, County Judge _____ Date

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the _____ day of _____, AD, at _____ o'clock _____ M., and duly recorded this _____ day of _____, AD, at _____ o'clock _____ M., in the Plat Records of said County in Cabinet _____, Slide _____.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy Rister, Clerk County Court of Williamson County, Texas

By: _____ Deputy



Final Plat of Iron Oak 50.59 ACRES

situated in the
Rebecca Burleson Survey, Abstract Number 52
Williamson County, Texas

FINISHED FLOOR ELEVATIONS:

The minimum finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.

Engineer Certification
I certify that the tables shown hereon titled New Roads Table and Driveway Drainage Pipe Table are true and correct to the best of my knowledge and belief.



Signed _____
Jack H. Garner, Jr.
Registered Professional
Engineer, No. 98447

New Roads Table

Name	Length	Design Speed
Oak Hill Drive	1613 feet	25 MPH
Oak Point Court	941 feet	25 MPH

Size (Diameter) - minimum	Length - minimum	Design Invert Elevations
36 inches	25 feet	Upstream FL = 1179.3 feet Downstream FL = 1179.1 feet
36 inches	25 feet	Upstream FL = 1179.9 feet Downstream FL = 1179.7 feet

Commissioners Court - Regular Session**12.****Meeting Date:** 01/12/2016

Discuss consider and take appropriate action on approval of the revised plat for the Mark and Theresa Hoes Subdivision - Pct 4

Submitted For: Joe England**Submitted By:** Stephen Jones-Meyer, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the revised plat for the Mark and Theresa Hoes Subdivision - Pct 4.

Background

This is a simple, one lot replat of for this rural subdivision. There are no new roads. The replat review fee has been paid.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Replat Mark and Theresa Hoes Subdivision](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Stephen Jones-Meyer

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:53 AM

Started On: 01/05/2016 10:56 AM

DEDICATION

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THAT I, MARK BRYANT HOES, OWNER OF THE "75.95 ACRES" AS CONVEYED IN A DEED DATED 7-10-1990 RECORDED IN VOLUME 191, PAGE 169 OF THE OFFICIAL RECORDS, WILLIAMSON COUNTY, DO HEREBY SUBDIVIDE SAID "75.95 ACRES" AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

Mark Bryant Hoes
MARK BRYANT HOES
8719 SILVERHILL LANE
AUSTIN, TX 78759
PHONE: 512-663-2986

DEDICATION

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THAT I, THERESA MARIE HOES, OWNER OF THE "75.95 ACRES" AS CONVEYED IN A DEED DATED 7-10-1990 RECORDED IN VOLUME 191, PAGE 169 OF THE OFFICIAL RECORDS, WILLIAMSON COUNTY, DO HEREBY SUBDIVIDE SAID "75.95 ACRES" AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

Theresa Marie Hoes
THERESA MARIE HOES
8719 SILVERHILL LANE
AUSTIN, TX 78759
PHONE: 512-663-2986

NOTES:

ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

ELEVATIONS BASED ON NAVD 88 DATUM.

THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER

A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.

RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS BLUE LINE (SURVEY) COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATION OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (WCCHD) AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THE BLUE LINE (SURVEY) AND THE DOCUMENTS ASSOCIATED WITH IT.

Deborah L. Marlow, R.S. 12/14/2015
DEBORAH L. MARLOW, R.S., OS0029596
DATE
ASSISTANT DEPUTY DIRECTOR, ENVIRONMENTAL HEALTH SERVICES, WCCHD

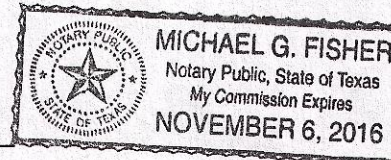
AMENDED PLAT OF THE MARK AND THERESA HOES SUBDIVISION WILLIAMSON COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 12TH DAY OF DECEMBER, 2014,

BY Michael G. Fisher
NOTARY PUBLIC, STATE OF TEXAS

Michael G. Fisher
PRINTED NAME
MY COMMISSION EXPIRES: Nov 6, 2016



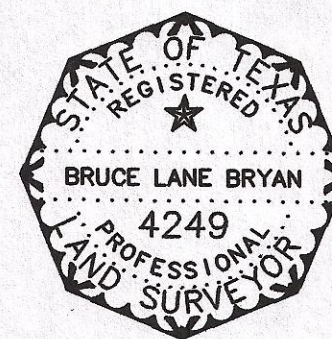
ADDRESSING COORDINATOR APPROVAL
ADDRESS ASSIGNMENTS VERIFIED THIS THE 14TH DAY OF December, 2015 A.D.

Theresa Marie Hoes
WILLIAMSON COUNTY ADDRESSING COORDINATOR

SURVEYOR'S CERTIFICATE

THE PLAT SHOWN HEREON IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY AN ON-THE-GROUND SURVEY. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY. THE ATTACHED METES AND BOUNDS DESCRIPTION RESULTS IN A SATISFACTORY MATHEMATICAL CLOSURE.

Bruce Lane Bryan
BRUCE LANE BRYAN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4249
STATE OF TEXAS



SURVEYOR'S NOTE: ATTENTION IS INVITED TO ACCOMPANYING PLAT FOR LOCATION OF IMPROVEMENTS, ADJOINER INFORMATION, VISIBLE UTILITIES AND ROADWAYS. COORDINATES AND BEARINGS RECITED HEREIN BASED ON TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE) AND ARE GRID VALUES.

NOTE: THIS REPLAT IS SUBJECT TO ALL APPLICABLE RECORDED EASEMENTS AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF MARK AND THERESA HOES, AS RECORDED IN DOCUMENT 2015082281, IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY..

FLOOD NOTE:

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE

A PORTION OF THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA UNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 48491C0345E, EFFECTIVE DATE 9-26-2008 FOR WILLIAMSON COUNTY, TEXAS. ZONE "A"

THAT I, DENNIS W. HILL, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES ADOPTED BY WILLIAMSON COUNTY, TEXAS.

Dennis W. Hill 12/15/15
DENNIS W. HILL
LICENSED PROFESSIONAL ENGINEER NO. 84679 STATE OF TX.



75.956 ACRES

These notes describe that certain tract of land located in the WILLIAM MCFADDIN SURVEY, ABSTRACT NO. 432 & JOSEPHINE MILTHORNE SURVEY, ABSTRACT NO. 433, situated in Williamson County, Texas; subject tract being all of a called "75.95 Acres" conveyed in a General Warranty Deed from Elmore B. Hoes, Jr., et ux to Mark Bryant Hoes, et ux dated 7-10-1990 and recorded in Volume 191, Page 169, Official Records Williamson County, Texas (ORWC); being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on November 19, 2014 and being more fully described as follows:

BEGINNING at a 1/2" Iron Rod found in the North Right-of-Way of C.R. 410 for the Southwest corner of said "75.95 Acres", the Upper Southeast corner of a called "64.223 Acres" conveyed in a General Warranty Deed from Sidney R. Khravjak, et ux, Co-Trustees of the Sidney R. Khravjak and Joan C. Khravjak Living Trust and Nettie M. Khravjak, Harry Khravjak and Clarence Khravjak to Mark Hoes, et ux, dated 8-12-2005 and recorded in Document No. 2005063136 Official Public Records Williamson County, Texas (OPRWC), and marking the Southwest corner of herein described tract;

THENCE North 2011'02" West, with the East line of said "64.223 Acres" and the West line of said "75.95 Acres", a distance of 678.72 feet, to a 1/2" Iron Rod set (capped "Bryan Tech Services"), being in the East line of said "64.223 Acres", in the West line of said "75.95 Acres" and marking a corner in the West of herein described tract;

THENCE North 2050'03" West, with the East line of said "64.223 Acres" and the West line of said "75.95 Acres", a distance of 727.39 feet, to a 1/2" Iron Rod set (capped "Bryan Tech Services") at the Northeast corner of said "64.223 Acres", in the West line of said "75.95 Acres", the Southeast corner of a called "99.851 Acres" conveyed in a Quitclaim Deed from The Estate of Elaine Kallus to Kathryn Anderson, dated 8-13-1998 and recorded in Document No. 9853792 ORWC, and marking a corner in the West line of herein described tract;

THENCE North 1958'22" West, with the lower East line of said "99.851 Acres" and the West line of said "75.95 Acres", a distance of 559.85 feet, to a 1/2" Iron Rod found at the Northwest corner of said "75.95 Acres", an Interior corner of said "99.851 Acres", and marking the Northwest corner of herein described tract;

THENCE North 6834'51" East, with the North line of said "75.95 Acres" and the upper South line of said "99.851 Acres" and the South line of a called called "9.55 Acres" to Nicki Mebane, "Probated Will - R006432" and the South line of a called "88.800 Acres" to Nicki Mebane, "Probated Will - R006445", a distance of 1677.57 feet, to a 1" Iron Stake found, at the Northeast corner of said "75.95 Acres", in the South line of said "88.800 Acres", being the Northwest corner of a called "87.214 Acres" conveyed in a Special Warranty Deed from Larry Safarik, et ux to Arnie P. Safarik, et ux, dated 9-8-2014 and recorded in Document No. 20144072076 OPRWC, and marking the Northeast corner of herein described tract;

THENCE South 2115'32" East, with the East line of said "75.95 Acres" and the West line of said "87.214 Acres", a distance of 1958.18 feet, to a 1/2" Iron Rod found at the Southeast corner of said "75.95 Acres", the Southwest corner of said "87.214 Acres", in the North Right-of-Way of Farm-to-Market 619, and marking the Southeast corner of herein described tract;

THENCE South 7215'39" West, with the South line of said "75.95 Acres" and the North Right-of-Way of Farm-to-Market 619, a distance of 500.17 feet, to a 1/2" Iron Rod set (capped "Bryan Tech Services") in the South line of said "75.95 Acres", in the North Right-of-Way of Farm-to-Market 619, and marking a corner in the South line of herein described tract;

THENCE following along the North Right-of-Way of Farm-to-Market 619, a non-tangent curve to the left, with the radius of 1,186.28 feet, a tangent of 172.92 feet, a delta angle of 163°12", an arc length of 343.42 feet, and a chord bearing of North 613°12" West, with a chord distance of 342.22 feet, to a 1/2" Iron Rod set (capped "Bryan Tech Services") in the South line of the herein described tract;

THENCE South 6843'47" West, with the North Right-of-Way line of County Road 410 and the South line of said "75.95 Acres", a distance of 869.48 feet, to the POINT OF BEGINNING containing according to the dimensions herein stated an area of 75.956 Acres (3,308,646 sq. ft.) of Land.

NOTE: Bearings and coordinates recited herein based on Texas Plane Coordinate System (central zone) NAD 83/93 adjustment and are grid values.

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DAN A. GATTIS, COUNTY JUDGE

DATE

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF _____, 2014 A.D., AT _____ O'CLOCK, _____ M., AND DULY RECORDED THIS THE DAY OF _____, 2014 A.D., AT _____ O'CLOCK, _____ M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT No. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS BY:

BY: _____ DEPUTY



BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TEXAS 76574
512-352-9090
512-352-9091 (Fax)
surveying@austin.tx.com
FIRM# 10128500

DRAWN BY: SAH	CHECKED BY: CJH
SCALE: 1" = 150'	
DATE: NOVEMBER 19, 2014	
JOB NUMBER	SHEET
14-631	2 OF 2

Commissioners Court - Regular Session**13.****Meeting Date:** 01/12/2016

Final Plat Approval - Sonterra West Sec 8-J Ph 2 - Pct 3

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Sonterra West Sec 8-J Ph 2 subdivision - Pct 3.

Background

This is the next section of the Sonterra West development. It consists of 25 single family lots and 1,204 feet of roadway. Construction is not yet complete, by fiscal has been posted to cover the cost of the remaining construction.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Final Plat - Sonterra West Sec 8-J Ph 2

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 01:11 PM

Started On: 01/07/2016 11:12 AM

FINAL PLAT SONTERRA WEST SECTION 8-J PHASE 2



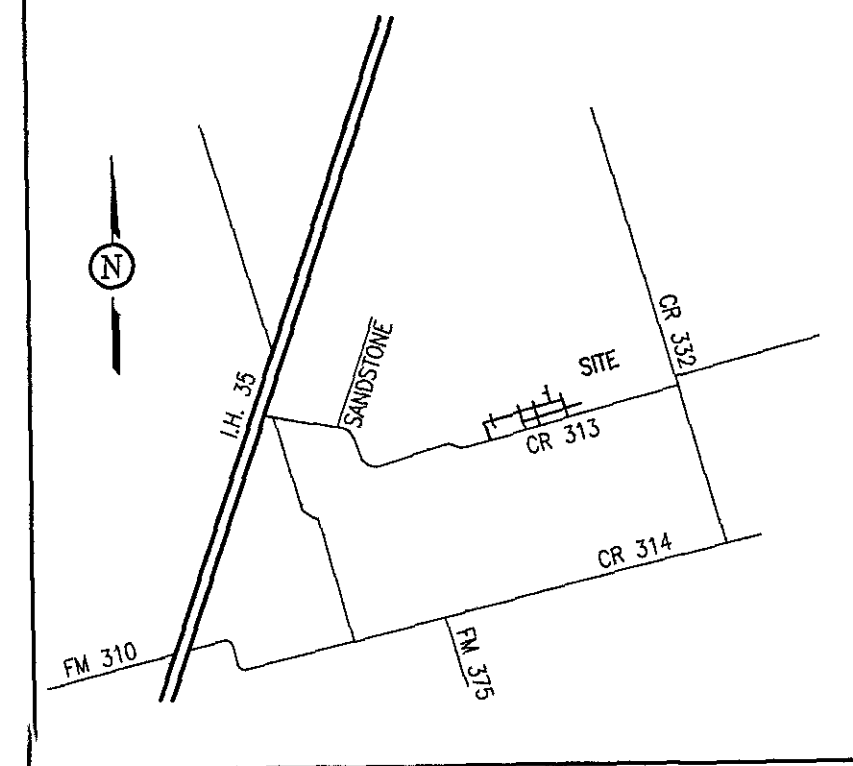
GRAPHIC SCALE



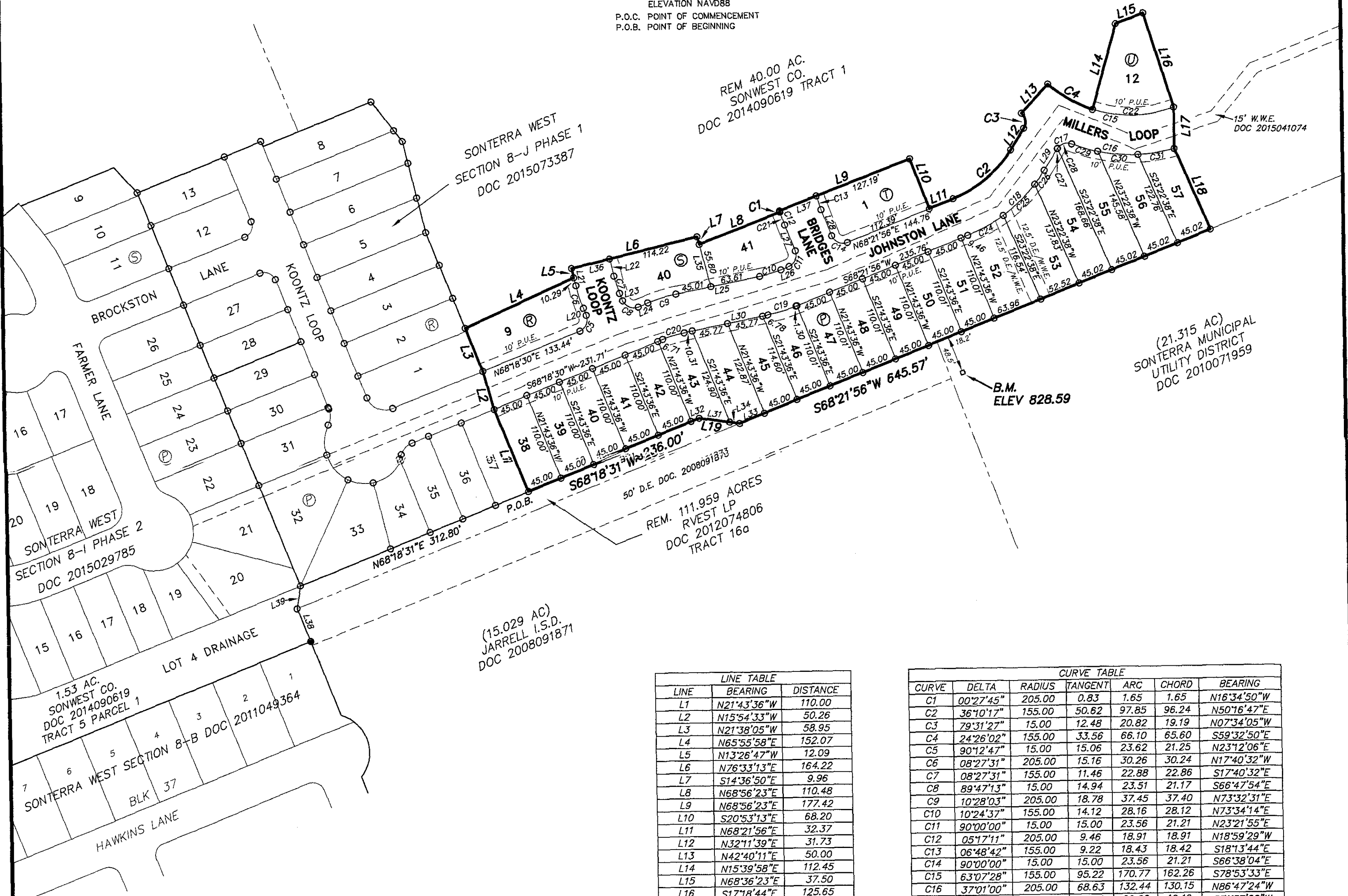
(IN FEET)
1 inch = 100 ft.

BEARING BASIS: TEXAS STATE PLANE
COORDINATE SYSTEM NAD 1983 CENTRAL ZONE

- LEGEND**
- CONCRETE MONUMENT FOUND
 - 1/2" STEEL PIN FOUND (UNLESS NOTED)
 - ⊙ 1/2" STEEL PIN SET W/ G.A.P. MARKED 'LENZ & ASSOC.'
 - ⊕ PIPE FOUND
 - ▲ NAIL FOUND
 - △ COMPUTED POINT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - W.W.E. WASTEWATER EASEMENT
 - B.L. BUILDING LINE
 - (BRG.-DIST.) RECORD CALL
 - Ⓜ BLOCK LABEL
 - M.L.F.E. MINIMUM LOWEST FLOOR ELEVATION NAVD88
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING



LOCATION MAP
NOT TO SCALE



LEGAL DESCRIPTION:
4.76 ACRES OUT OF THE ISAAC BUNKER SURVEY,
ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS

OWNER: SONWEST CO.
3571 FAR WEST BOULEVARD, SUITE 13
AUSTIN, TEXAS 78731
512-368-4000

ENGINEER:
MICHAEL S. FISHER, P.E.
PAPE DAWSON ENGINEERS, INC. F-470
7800 SHOAL CREEK BLVD., SUITE 220 WEST
AUSTIN, TEXAS 78757
PHONE (512) 454-8711
FAX (512) 459-8867

SURVEYOR:
TIMOTHY A. LENZ, R.P.L.S.
LENZ & ASSOCIATES, INC.
FIRM NO. 100290-00
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704
PHONE (512) 443-1174
FAX (512) 443-1550

BENCHMARK - SQUARE CUT IN CONCRETE
DRAINAGE CHANNEL +/- 48.5 FEET SOUTH OF
THE SOUTH LINE OF LOT 50, BLOCK P. ELEV.
828.59 - NAVD88 (GEOID 12A)

LAND USE SUMMARY:

SINGLE FAMILY LOTS 25
TOTAL LOTS 25

BUILDING SETBACKS:

FRONT STREET 25'
SIDE STREET 15'
REAR 15'
SIDE 5'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N21°43'36"W	110.00
L2	N15°54'33"W	50.26
L3	N21°38'05"W	58.95
L4	N65°55'58"E	152.07
L5	N13°26'47"W	12.09
L6	N76°33'13"E	164.22
L7	S14°36'50"E	9.96
L8	N68°56'23"E	110.48
L9	N68°56'23"E	177.42
L10	S20°53'13"E	68.20
L11	N68°21'56"E	32.37
L12	N32°11'39"E	31.73
L13	N42°40'11"E	50.00
L14	N15°39'58"E	112.45
L15	N68°36'23"E	37.50
L16	S17°18'44"E	125.65
L17	S00°05'11"W	52.51
L18	S23°22'38"E	112.41
L19	N82°03'37"W	51.79
L20	N21°54'17"W	9.85
L21	N13°26'47"W	22.38
L22	S13°26'47"E	22.38
L23	S21°54'17"E	10.15
L24	N68°18'30"E	13.20
L25	N78°46'33"E	108.62
L26	N68°21'56"E	11.00
L27	N21°38'05"W	38.08
L28	S21°38'05"E	36.08
L29	S32°11'39"W	31.73
L30	S78°46'33"W	108.62
L31	N82°03'37"W	39.13
L32	S68°18'31"W	11.00
L33	S68°21'56"W	34.00
L34	N82°03'37"W	12.66
L35	S14°36'50"E	65.76
L36	N76°33'13"E	50.00
L37	N68°56'23"E	50.22
L38	N21°38'33"W	45.00
L39	N09°18'59"E	29.17

STREET DATA

STREET	LENGTH	R.O.W. WIDTH	P.V.M.T. WIDTH	DESIGN SPEED
JOHNSTON LANE	821 L.F.	50 FT	30' F-F	25 MPH
KOONTZ LOOP	99 L.F.	50 FT	30' F-F	25 MPH
BRIDGES LANE	95 L.F.	50 FT	30' F-F	25 MPH
MILLERS LOOP	189 L.F.	50 FT	30' F-F	25 MPH

CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	ARC	CHORD
C1	00°27'45"	205.00	0.83	1.65	1.65
C2	36°10'17"	155.00	50.62	97.85	96.24
C3	79°31'27"	15.00	12.48	20.82	19.19
C4	24°28'02"	155.00	33.56	66.10	65.60
C5	90°12'47"	15.00	15.06	23.62	21.25
C6	08°27'31"	205.00	15.16	30.26	30.24
C7	08°27'31"	155.00	11.46	22.88	22.86
C8	89°47'13"	15.00	14.94	23.51	21.17
C9	10°28'03"	205.00	18.78	37.45	37.40
C10	10°24'37"	155.00	14.12	28.16	28.12
C11	90°00'00"	15.00	15.00	23.56	21.21
C12	05°17'11"	205.00	9.46	18.91	18.91
C13	06°48'42"	155.00	9.22	18.43	18.42
C14	90°00'00"	15.00	15.00	23.56	21.21
C15	63°07'28"	155.00	95.22	170.77	162.26
C16	37°01'00"	205.00	68.63	132.44	130.15
C17	79°31'28"	15.00	12.48	20.82	19.19
C18	36°10'17"	205.00	66.95	129.42	127.28
C19	10°24'37"	205.00	18.68	37.25	37.20
C20	10°28'03"	155.00	14.20	28.32	28.28
C21	04°49'26"	205.00	8.64	17.26	17.25
C22	38°41'26"	155.00	54.42	104.67	102.89
C23	10°24'37"	205.00	18.68	37.25	37.20
C24	14°26'36"	205.00	25.98	51.68	51.54
C25	15°43'15"	205.00	28.30	56.25	56.07
C26	06°00'26"	205.00	10.76	21.49	21.48
C27	02°15'20"	15.00	0.50	0.59	0.59
C28	77°16'07"	15.00	11.99	20.23	18.73
C29	09°40'33"	205.00	17.35	34.62	34.58
C30	14°18'59"	205.00	25.75	51.22	51.09
C31	13°01'27"	205.00	23.40	46.60	46.50

REVISED DEC. 3, 2015 - PAGE 1 OF 3

LENZ & ASSOCIATES, INC.

FIRM No. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES

(512) 443-1174
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704

SURVEY #: 2005-0363R F.B.

FINAL PLAT SONTERRA WEST SECTION 8-J PHASE 2

NOTES:

- 1) IN ORDER TO PROMOTE POSITIVE DRAINAGE AWAY FROM A STRUCTURE, FINISHED FLOOR ELEVATIONS SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2 INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
- 2) THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL.
- 3) A 10' WIDE UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.
- 4) NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES AND/OR OBSTRUCTIONS WHICH MAY IMPEDE FLOW ARE PERMITTED WITHIN THE DRAINAGE EASEMENTS SHOWN.
- 5) PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY REGULATORY AUTHORITIES.
- 6) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
- 7) THIS SUBDIVISION IS NOT LOCATED WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
- 8) MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE OWNER.
- 9) THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
- 10) BUILDING SETBACK LINES SHALL BE IN ACORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE ORDINANCES RECORDED IN COUNTY RECORDS OR APPLICABLE ORDINANCES.
- 11) CONSTRUCTION OF ANY IMPROVEMENTS ON ANY LOT IN THE SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR SONTERRA WEST SUBDIVISION AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- 12) DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
- 13) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
- 14) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
- 15) THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- 16) WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT.
- 17) WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.
- 18) ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE
- 19) THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.
- 20) NO LOT IN THIS SUBDIVISION IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48491C0150E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.
- 21) A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
- 22) ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- 23) THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

FIELD NOTE DESCRIPTION

FIELD NOTE DESCRIPTION OF 4.76 ACRES OF LAND OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, ALSO BEING OUT OF THAT CERTAIN 40.00 ACRE TRACT CALLED TRACT 1 IN A CORRECTION DEED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2014090619 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 4.76 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch diameter steel pin set on a southerly line of the said 40.00 acre SONWEST CO tract, the same being on the north line of a remainder portion of that certain 111.959 acre tract called Tract 16a in a deed to RVEST LP recorded in Document Number 2012074806 of the Official Public Records of Williamson County, Texas, at the southeast corner of Lot 37, Block P, Sonterra West Section 8-J, Phase 1, a subdivision of record in Document Number 2015073387 of the Plat Records of Williamson County, Texas;

THENCE, traversing the interior of the said 40.00 acre SONWEST CO tract along the east line of the said Sonterra West Section 8-J, Phase 1 subdivision, the following three (3) courses and distances:

1) N 21°43'36" W, 110.00 feet to a 1/2 inch diameter steel pin set;

2) N 15°54'33" W, 50.26 feet to a 1/2 inch diameter steel pin set;

3) N 21°38'05" W, 58.95 feet to a 1/2 inch diameter steel pin set;

THENCE, continuing to traverse the interior of the said 40.00 acre SONWEST CO tract, the following nineteen (19) courses and distances:

1) N 65°55'58" E, 152.07 feet to a 1/2 inch diameter steel pin set;

2) N 13°26'47" W, 12.09 feet to a 1/2 inch diameter steel pin set;

3) N 76°33'13" E, 164.22 feet to a 1/2 inch diameter steel pin set;

4) S 14°36'50" E, 9.96 feet to a 1/2 inch diameter steel pin set;

5) N 68°56'23" E, 110.48 feet to a 1/2 inch diameter steel pin set;

6) With a curve to the right, having a central angle of 0°27'45", a radius of 205.00 feet, an arc of 1.65 feet and a chord bearing and distance of N 16°34'50" W, 1.65 feet to a 1/2 inch diameter steel pin set;

7) N 68°56'23" E, 177.42 feet to a 1/2 inch diameter steel pin set;

8) S 20°53'13" E, 68.20 feet to a 1/2 inch diameter steel pin set;

9) N 68°21'56" E, 32.37 feet to a 1/2 inch diameter steel pin set;

10) With a curve to the left, having a central angle of 36°10'17", a radius of 155.00 feet, an arc of 97.85 feet and a chord bearing and distance of N 50°16'47" E, 96.24 feet to a 1/2 inch diameter steel pin set;

11) N 32°11'39" E, 31.73 feet to a 1/2 inch diameter steel pin set;

12) With a curve to the left, having a central angle of 79°31'27", a radius of 15.00 feet, an arc of 20.82 feet and a chord bearing and distance of N 07°34'05" W, 19.19 feet to a 1/2 inch diameter steel pin set;

13) N 42°40'11" E, 50.00 feet to a 1/2 inch diameter steel pin set;

14) With a curve to the left, having a central angle of 24°26'02", a radius of 155.00 feet, an arc of 66.10 feet and a chord bearing and distance of S 59°32'50" E, 65.60 feet 1/2 inch diameter steel pin set;

15) N 15°39'58" E, 112.45 feet to a 1/2 inch diameter steel pin set;

16) N 68°36'23" E, 37.50 feet to a 1/2 inch diameter steel pin set;

17) S 17°18'44" E, 125.65 feet to a 1/2 inch diameter steel pin set;

18) S 0°05'11" W, 52.51 feet to a 1/2 inch diameter steel pin set;

19) S 23°22'38" E, 112.41 feet to a 1/2 inch diameter steel pin set on a southerly line of the said 40.00 acre SONWEST CO tract, the same being the north line of that certain 21.315 acre Sonterra Municipal Utility District tract, then the north line of that certain 15.029 acre tract described in a deed to Jarrell I.S.D. recorded in Document Number 2008091871 of the Official Public Records of Williamson County, Texas, and then the north line of the said remainder portion of the 111.959 acre RVEST LP tract, the following three (3) courses and distances:

1) S 68°21'56" W, 645.57 feet to a 1/2 inch diameter steel pin set;

2) N 82°03'37" W, 51.79 feet to a 1/2 inch diameter steel pin set;

3) S 68°18'31" W, 236.00 feet to the PLACE OF BEGINNING, containing 4.76 acres of land, more or less.

REVISED DEC. 3, 2015 — PAGE 2 OF 3

LENZ & ASSOCIATES, INC.

FIRM No. 100290-00

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES



(512) 443-1174

4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704

SURVEY #: 2005-0363R

F.B.

**FINAL PLAT
SONTERRA WEST
SECTION 8-J PHASE 2**

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL PERSONS BY THESE PRESENTS:

THAT SONWEST CO., A TEXAS CORPORATION, ACTING BY AND THROUGH ANDY BILGER, VICE PRESIDENT, OWNER OF THAT CERTAIN 40.00 ACRE TRACT OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, CALLED TRACT 1 IN A CORRECTION DEED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2014090619 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 4.76 ACRES OF THE SAID TRACT IN ACCORDANCE WITH THE PLAT AS SHOWN HEREON TO BE KNOWN AS "SONTERRA WEST SECTION 8-J PHASE 2" AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON. SAID TRACT IS SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES.

WITNESS MY HAND THIS THE 7th DAY OF January, 2016 A.D.

Andy Bilger
SONWEST CO., A TEXAS CORPORATION
BY: ANDY BILGER, VICE PRESIDENT
3571 FAR WEST BOULEVARD, SUITE 13
AUSTIN, TEXAS 78731

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 7th DAY OF January, 2016 A.D. BY ANDY BILGER ACTING IN THE CAPACITY HEREIN STATED.

Mary Helen Tello
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES 8-14-2016



APPROVED FOR 911 SERVICE THIS THE 7th DAY OF January, 2016 A.D.

Jerue Bak
WILLIAMSON COUNTY ADDRESS COORDINATOR

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED, IS THE RESPONSIBILITY OF THE OWNER OF THIS TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR IN CONSTRUCTING ANY BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES ON THIS PLAT. FLOOD PLAIN DATA IN PARTICULAR MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH WRITTEN FIELD NOTES SHOWN HEREON, AND THE SURVEYOR'S CERTIFICATE APPEARING HEREON, KNOWN AS SONTERRA WEST SECTION 8-I, HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AND BY SAID COURT WAS DULY CONSIDERED, WAS ON THIS DAY APPROVED, AND SAID PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPERTY RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DAN A. GATTIS DATE
COUNTY JUDGE, WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL MEN BY THESE PRESENTS:

I, NANCY RISTER, COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 7th DAY OF January, 2016 A.D. AT 10 O'CLOCK AM AND DULY RECORDED THIS THE 7th DAY OF January, 2016 A.D., AT 10 O'CLOCK AM, IN THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, IN DOCUMENT NUMBER 20150363R

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

BY _____ DEPUTY

SURVEYOR'S CERTIFICATE

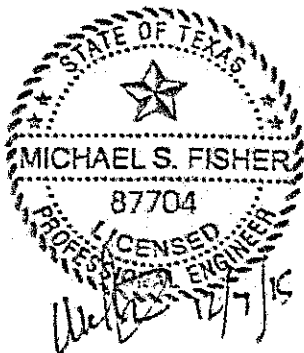
I, TIMOTHY A. LENZ, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY HEREON MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION. ALL CORNER MONUMENTS WERE FOUND OR SET AS SHOWN HEREON.

Timothy A. Lenz 12-3-2015
TIMOTHY A. LENZ DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4393
LENZ & ASSOCIATES, INC.
FIRM NO. 100290-00
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704



I, MICHAEL S. FISHER, P.E. AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE ORDINANCE OF WILLIAMSON COUNTY, TEXAS AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE 100 YEAR FLOOD PLAIN AS IDENTIFIED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48491C0150E DATED SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

Michael S. Fisher 12/7/15
MICHAEL S. FISHER DATE
REGISTERED PROFESSIONAL ENGINEER NO. 87704
PAPE DAWSON ENGINEERS, INC., F-470



REVISED DEC. 3, 2015 - PAGE 3 OF 3

LENZ & ASSOCIATES, INC.

FIRM No. 100290-00

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES

(512) 443-1174

4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704

SURVEY #: 2005-0363R

F.B.

Commissioners Court - Regular Session**14.****Meeting Date:** 01/12/2016

Elections

Submitted By: Rebecca Clemons, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on a policy to regulate the time, place and manner of posting campaign signs at County owned polling places [Election Code §61.003(a-1)].

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsElections

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:54 AM

Started On: 01/07/2016 09:20 AM

Election Code Sec. 61.003. ELECTIONEERING AND LOITERING NEAR POLLING PLACE. (a) A person commits an offense if, during the voting period and within 100 feet of an outside door through which a voter may enter the building in which a polling place is located, the person:

(1) loiters; or

(2) electioneers for or against any candidate, measure, or political party.

(a-1) The entity that owns or controls a public building being used as a polling place may not, at any time during the voting period, prohibit electioneering on the building's premises outside of the area described in Subsection (a), but may enact reasonable regulations concerning the time, place, and manner of electioneering.

(b) In this section:

(1) "Electioneering" includes the posting, use, or distribution of political signs or literature.

(2) "Voting period" means the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later.

(c) An offense under this section is a Class C misdemeanor.

Acts 1985, 69th Leg., ch. 211, Sec. 1, eff. Jan. 1, 1986.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 235 (H.B. 259), Sec. 1, eff. June 14, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 235 (H.B. 259), Sec. 2, eff. June 14, 2013.

Commissioners Court - Regular Session**15.****Meeting Date:** 01/12/2016

River Ranch County Park development

Submitted For: Randy Bell**Submitted By:** Randy Bell, Parks**Department:** Parks**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Hear presentation from the Design Workshop consultant team regarding development of River Ranch County Park.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Randy Bell

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:54 AM

Started On: 01/06/2016 05:12 PM

Commissioners Court - Regular Session**16.****Meeting Date:** 01/12/2016

DA Status Report Temp DNA Invest

Submitted For: Dan Gattis**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Hear and discuss status report from the District Attorney's Office on the temporary DNA investigator's review and identification of cases that may have been impacted by certain discrepancies in the FBI database that was published between 1999 and 2001 and by DNA mixture interpretation protocols between 1999 and 2015.

Background

The hiring of a temporary DNA investigator was authorized by the Commissioners Court in October of 2015. The investigator has completed half of his review and Assistant District Attorney John Prezas would like to provide the Commissioners Court with a status update.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:54 AM

Started On: 01/06/2016 05:14 PM

Commissioners Court - Regular Session**17.****Meeting Date:** 01/12/2016

Report on App Pros

Submitted For: Dan Gattis**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Hear and discuss report from the District Attorney's Office relating to the additional Appellate Prosecutor position that was authorized and approved for fiscal year 2015 2016.

Background

The hiring of a second appellate prosecutor was approved for fiscal year 2015 2016. Assistant District Attorney John Prezas would like to provide the Commissioners Court with a status update as to such prosecutor's work.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:54 AM

Started On: 01/06/2016 05:20 PM

Commissioners Court - Regular Session**18.****Meeting Date:** 01/12/2016

Discuss consider and take appropriate action on the Department of Infrastrure projects and issues update

Submitted For: Robert Daigh**Submitted By:** Lydia Linden, Unified Road System**Department:** Unified Road System**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 12/16/2015

Reviewed By

Wendy Coco

Date

12/16/2015 10:55 AM

Started On: 12/16/2015 10:21 AM

Commissioners Court - Regular Session**19.****Meeting Date:** 01/12/2016

1508-006 Fencing for Ronald Reagan Boulevard Change Order No. 1

Submitted By: Dawn Haggard, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of \$3,098.80 for Fencing for Ronald Reagan Boulevard, a Road Bond Project in Commissioner Pct. 3.

Background

This change order provides for balancing the overrun/underrun of Contract Quantities for the Project as a result of addressing field conditions not accounted for in the original plan quantities. The Right of Way Agreement for the fencing along the Sullivan Property stated that the County would provide a fence that matches the existing fencing. To match the existing fence, additional bracing was required that was not shown in the fence standard details in the plans. The additional bracing included thirteen diagonal supports (kickers) in the radii, twenty-two braces at the gate installations and four corner braces at the cattle crossing. Also, two additional gates (existing contract item) will be installed to match the existing conditions on the Sullivan property. The original contract allotted 60 days. The County added 13 days in this Change Order which brings the total days to 73.

Fiscal Impact

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

AttachmentsFencing for Reagan North CO No 1

Form Review**Inbox**

County Judge Exec Asst.

HNTB (Originator)

Form Started By: Dawn Haggard

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Dawn Haggard

Date

01/07/2016 09:54 AM

01/07/2016 10:30 AM

Started On: 01/06/2016 04:35 PM

Received

JAN 06 2016

HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Received

JAN 05 2016

HNTB Corporation
Round Rock

RECEIVED

JAN 05 2016

BY: PSI

1. CONTRACTOR: Barrier Fence Systems
2. Change Order Work Limits: Sta. n/a to Sta. n/a
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project: 1508-006

Roadway: Ronald Reagan North 4 Fence

CSJ Number: _____

5. Describe the work being revised:

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This change order provides for balancing the overrun/underrun of Contract Quantities for the Project as a result of addressing field conditions not accounted for in the original plan quantities.

6. Work to be performed in accordance with Items: see attached
7. New or revised plan sheet(s) are attached and numbered: n/a
8. New Special Provisions/Specifications 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 following information must be provided

Time Ext. #: 1 Days added on this CO: 13Amount added by this change order: \$3,098.80

THE CONTRACTOR

Date 1/5/16

By

Melinda Lichterwiler

Typed/Printed Name

Melinda Lichterwiler

Typed/Printed Title

Operations Manager

RECOMMENDED FOR EXECUTION:

John A. K... 1/5/16
Project Manager Date

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

N/A
Design Engineer Date

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

M. W... 1/6/2016
Program Manager Date

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

Design Engineer's Seal:

N/A

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

Project # 1508-006

CHANGE ORDER NUMBER: 1

TABLE A: Force Account Work and Materials Placed into Stock

[illegible]

TABLE B: Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST		QUANTITY	ITEM COST	
3	GATE (TY 1)	EA	\$250.00	11.00	\$2,750.00	2.00	13.00	\$3,250.00	\$500.00
4	FORCE ACCOUNT WORK	DOL	\$1.00	4,000.00	\$4,000.00	2,598.80	6,598.80	\$6,598.80	\$2,598.80
TOTALS					\$6,750.00			\$9,848.80	\$3,098.80

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

**Ronald Reagan North 4 Fence
Williamson County Project No. 1508-006**

Change Order No. 1

Reason for Change

This change order provides for balancing the overrun/underrun of Contract Quantities for the Project as a result of addressing field conditions not accounted for in the original plan quantities.

The Right of Way Agreement for the fencing along the Sullivan Property stated that the County would provide a fence that matched the existing fencing. To match the existing fence, additional bracing was required that was not shown in the fence standard details in the plans. The additional bracing included thirteen diagonal supports (kickers) in the radii, twenty-two braces at the gate installations and four corner braces at the cattle crossing. The additional bracing will be paid with the existing force account item in the contract.

Also, two additional gates (existing contract item) will be installed to match the existing conditions on the Sullivan property.

This Change Order results in a net increase of \$3,098.80 to the Contract amount, for an adjusted Contract total of \$100,067.30. The original Contract amount was \$96,968.50. As a result of this and all Change Orders to-date, \$3,098.80 has been added to the Contract, resulting in a 3.2% net increase in the Contract cost. Thirteen (13) additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.



BARRIER FENCE SYSTEMS

Securing Your Future

402A W. Palm Valley Blvd., Suite #181

Round Rock, Texas 78664

PH: 512.709.8467 FAX: 512.310.8307

www.BarrierFenceSystems.com

Member - Better Business Bureau

Change Order Request #2

Date: December 23, 2015

Customer: Attn: Ryan Rivera 512.677.1861
HNTB
14 Galloping Road
Round Rock, Texas 78681

Project: Ronald Reagan Blvd Fencing

Addendums: N/A

Bid Details: COR#2 for Barrier Fence Systems to add the below detailed line items to Type W Fence.

COR#2 Items:

Type "W" Fence:

13	- Add Diagonal Kicker at Radius's	@ \$125.00/ea.	= \$1,625.00	
22	- Additional Bracing at Gates and Long Lines	@ \$160.00/ea.	= \$3,520.00	
4	- Additional Corner Braces	@ \$300.00/ea.	= \$1,200.00	
2	- New 6'x16' Ranch Gates	@ \$250.00/ea.	= \$500.00	
1	- Bond Add - 4%		= \$273.80	253.80
Total COR#2 Amount:			= \$7,118.80	#6598.80

Materials: \$4,983.16

Labor: \$2,135.64

- Notes:
- Sales and Material Tax are Excluded from bid total - Tax Exempt Entity
 - Barrier Fence Systems carries a 1 year warranty on materials and workmanship
 - All materials and labor included to fully complete project as per above line items
 - Any Additional Kickers at radius on Type W fence are excluded and to be additional. Final amount to be determined after completion/layout
 - Pricing valid for 30 days from above date

Mark Williams

Barrier Fence Systems - Securing Your Future

402A W. Palm Valley Blvd. Suite #181

Round Rock, Texas 78664

Cell: 512.573.6438

Ph: 512.709.8467

Fax: 512.310.8307

Mark@BarrierFenceSystems.com

www.BarrierFenceSystems.com

Signature: _____

Print: _____

Title: _____

PO#: _____

Commissioners Court - Regular Session**20.****Meeting Date:** 01/12/2016

SH 29 Real Estate Contract

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

Information**Agenda Item**

Discuss and take appropriate action on a Real Estate Contract with MAG Slate Creek, LLC for proposed ROW needed on SH 29.

Background

Fiscal Impact

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

AttachmentsMAG Contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:54 AM

Started On: 01/07/2016 08:58 AM

REAL ESTATE CONTRACT

SH 29 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by the MAG SLATE CREEK, LLC (referred to in this Contract as "Seller") and the COUNTY OF WILLIAMSON, TEXAS (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 tract comprising approximately 1.4261 acres out of the Greenlief Fisk Survey, Abstract No. 5 in Williamson County, Texas being a portion of a 28.36 AC tract conveyed to MAG Slate Creek, LLC in Document No. 2015073829 of the Official Public Records of Williamson County, Texas, and as further generally depicted on Exhibit "A" attached hereto

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"), for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II
PURCHASE PRICE**

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of TWO HUNDRED THREE THOUSAND DOLLARS and No/100 Dollars (\$203,000.00).

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions and Terms

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 current actual 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;

**ARTICLE V
CLOSING**

Closing Date

5.01. The closing shall be held at the office of Georgetown Title Company on or before January 31, 2016 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.

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A" or as otherwise described herein, free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions indicated in a title commitment (if Purchaser is not satisfied with any such exceptions Purchaser may terminate this contract in writing within ten days of receipt of a title commitment); and
- (c) Any exceptions approved by Purchaser in writing.

The deed shall be in the form as shown in Exhibit "B" attached hereto.

(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 or other property interest in and 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
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(3) Deliver to Purchaser possession of the Property if not previously done subject to the exceptions authorized herein.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price and additional compensation, if any.

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.

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 recording, 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 as its sole options: (1) enforce specific performance of this Contract; or (2) terminate this contract and request that the Escrow Deposit if any shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

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

ARTICLE VIII
MISCELLANEOUS
Notice

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

Texas Law to Apply

9.02. 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

9.03. 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

9.04. 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

9.05. 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

9.06. Time is of the essence in this Contract.

Gender

9.07. 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

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

Compliance

9.09 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

9.10 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

9.11 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.

Purchase of Future Right of Way

9.12 Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for proposed future SH29 right of way on the current CAMPO Long Range Transportation Plan and the current Williamson County Transportation Plan.

[signature page follows]

SELLER:

MAG SLATE CREEK, LLC
a Texas limited liability company

By: 

Its: Managed

Date: 1-4-16

Address: 15443 Knoll Trail Drive #130

Dallas, TX 75248

PURCHASER:

County of Williamson, Texas

By: _____
Dan A. Gattis, County Judge

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

| Date: _____

SKETCH TO ACCOMPANY FIELD NOTES FOR 1.4261 ACRES OUT OF THE GREENLIEF FISK SURVEY, ABSTRACT NO. 5 IN WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A 28.36 ACRE TRACT CONVEYED TO MAG SLATE CREEK LLC IN DOCUMENT NO. 2015073829, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS



LEGEND

- ⊙ 1/2" IRON PIN FOUND
- ⊙ 1/2" IRON PIN SET
- △ NAIL FOUND
- ☆ CALCULATED POINT
- () RECORD INFORMATION

SCALE: 1" = 100'

JOB NUMBER: 14_283_ESMT



DATE: December 5, 2015

CRICHTON
AND ASSOCIATES INC.
LAND SURVEYORS

TBLS Firm # 101727-00

6448 East Highway 290
Suite B105
Austin, Texas 78723
(512) 244-3395

Orders@CrichtonandAssociates.com

Exhibit "A"

CRICHTON AND ASSOCIATES, INC.
LAND SURVEYORS
6448 HIGHWAY 290 EAST SUITE B-105
AUSTIN, TEXAS 78723
512-244-3395

FIELD NOTES

**FIELD NOTES FOR 1.4261 ACRES OUT OF THE GREENLIEF FISK SURVEY,
ABSTRACT NO. 5 IN WILLIAMSON COUNTY, TEXAS BEING A PORTION OF
A 28.36 ACRE TRACT CONVEYED TO MAG SLATE CREEK LLC IN
DOCUMENT NO. 2015073829, OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS, SAID 1.4261 ACRE TRACT BEING MORE
PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS**

BEGINNING at a ½" iron rod found in the North R.O.W. line of State Highway 29, being the Southwest corner of a 20.00 acre tract conveyed to Sam Goldenberg by deed recorded in Volume 1705, Page 793, Deed Records, Williamson County, Texas and the Southeast corner of said 28.36 acre tract, for the Southeast corner of this tract and the **POINT OF BEGINNING**;

THENCE N89°42'23"W with the North R.O.W. line of said State Highway 29 and the South line of said 28.36 acre tract a distance of **284.95** feet to a ½" iron rod found, being the Southeast corner of a 6.009 acre tract conveyed to William Farney by deed recorded in Document No. 2008035079, Official Public Records, Williamson County, Texas, for the Southwest corner of said 28.36 acre tract and the Southwest corner of this tract;

THENCE N03°11'08"W with the common line of said 28.36 acre tract and said 6.009 acre tract a distance of **420.63** feet to a calculated point for the Northwest corner of this tract;

THENCE through the interior of said 28.36 acre tract the following five (5) courses and distances:

- 1) **S89°03'06"E** a distance of **45.84** feet to a calculated point;
- 2) With a curve to the left whose elements are R=225.00 feet, L=154.95 feet whose chord bears **S21°08'27"E** a distance of **151.91** feet to a calculated point;
- 3) **S40°52'13"E** a distance of **89.11** feet to a calculated point;
- 4) With a curve to the right whose elements are R=250.00 feet, L=150.55 feet whose chord bears **S23°37'05"E** a distance of **148.29** feet to a calculated point;
- 5) **S84°33'52"E** a distance of **83.41** feet to a calculated point in the common line of said 28.36 acre tract and said 20.00 acre tract;

THENCE S05°50'45"E with the common line of said 28.36 acre tract and said 20.00 acre tract a distance of **68.19** feet to the **POINT OF BEGINNING** and containing 1.4261 acres of land, more or less.

I hereby certify that the foregoing field notes were prepared from a survey on the ground, under my supervision and are true and correct, to the best of my knowledge and belief.

Witness my hand and seal this the 5th day of December, 2015

Herman Crichton, R.P.L.S. 4046
14_283



SPECIAL WARRANTY DEED
SH 29 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 is 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 State Highway 29 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 MAG SLATE CREEK, LLC, 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 WILLIAMSON COUNTY, TEXAS all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described as follows:

All of that certain tract comprising approximately 1.4261 acres out of the Greenlief Fisk Survey, Abstract No. 5 in Williamson County, Texas being a portion of a 28.36 AC tract conveyed to MAG Slate Creek, LLC in Document No. 2015073829 of the Official Public Records of Williamson County, Texas, and as further generally depicted on Exhibit "A" attached hereto

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.

Grantor reserves all of the oil, gas and other minerals, in and under the land herein conveyed but waives 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 SH 29, 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 Williamson County, Texas and its assigns forever; and Grantor does hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2016.

GRANTOR:

MAG SLATE CREEK, LLC
a Texas limited liability company

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2016 by _____, 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

GRANTEE'S MAILING ADDRESS:

Williamson County
c/o County Judge
701 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

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

Commissioners Court - Regular Session**21.****Meeting Date:** 01/12/2016

CR 110 South- Real Estate Contract

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

Information**Agenda Item**

Discuss and take appropriate action on a Real Estate Contract with Kevin and Susan Langston for ROW needed on CR 110 South. (PARCEL 31S)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsLangston Contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:54 AM

Started On: 01/07/2016 09:01 AM

REAL ESTATE CONTRACT
CR 110 Right of Way—Parcel 31S

THIS REAL ESTATE CONTRACT (“Contract”) is made by KEVIN J. LANGSTON and SUSAN LANGSTON (referred to in this Contract as “Seller”) and WILLIAMSON COUNTY, TEXAS (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 0.565 acre (approximately 24,617 Sq. Ft.) tract of land in the R. McNutt Survey, Abstract No. 422, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 31S**)

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 situated on and attached to the Property described in Exhibit “A” not otherwise agreed herein to be retained by Seller, 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” shall be the sum of SIXTY SEVEN THOUSAND SEVEN HUNDRED and 00/100 Dollars (\$67,700.00).

2.02. As Additional Compensation for any improvements on the Property, and any damage or cost of cure for the remaining Property of Seller, Purchaser shall pay the sum of TWO THOUSAND THREE HUNDRED FORTY and 00/100 Dollars (\$2,340.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER

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

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as 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 Capital Title Company on or before January 29, 2016, 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 Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

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

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and 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
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) 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, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

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

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

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 Williamson County, Texas which date is indicated beneath the County 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 or electronic mail may be considered effective as originals for purposes of this Contract.

[signature pages follow]

SELLER:


Kevin J. Langston

Date: 12/29/11

Address: 7375 CR 110
Round Rock TX
78665

Mailing address:
16167 ~~H~~ 176th Ave
SE
Monroe WA 98272

SELLER:


Susan Langston

Date: 12/29/15

Address: 7375 CR 110
Round Rock TX
78665

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

EXHIBIT A

County: Williamson
Parcel No.: 31S
Highway: CR 110
Limits: From: U.S. Highway 79
To: 300 feet north of CR 109 (Limmer Loop)

DESCRIPTION FOR PARCEL 31S

DESCRIPTION OF A 0.565 ACRE (24,617 SQ. FT.) PARCEL, LOCATED IN THE R. McNUTT SURVEY, ABSTRACT 422, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 4.998 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO KEVIN J. AND SUSAN LANGSTON AND RECORDED IN VOLUME 2422, PAGE 937 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.), SAID 0.565 ACRE (24,617 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 1,071.72 feet right of Engineer's Centerline Station (E.C.S.) 187+90.84, said point being the southeast corner of said 4.998 acre tract, same being the northeast corner of a called 3.994 acre tract of land, as described in a deed to Dwain C. Smith, et. al. and recorded in Document No. 2004063749 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.);

THENCE S 68°28'13" W, with the common line of said 3.994 acre tract and said 4.998 acre tract, a distance of 1,017.99 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 73.00 feet right of E.C.S. 189+87.96, same being on the proposed east right-of-way line of County Road (CR) 110, for the **POINT OF BEGINNING** (Grid = N:10177324.68, E:3155610.20) of the parcel described herein;

- 1) **THENCE** S 68°28'13" W, continuing with the said common line, a distance of 63.48 feet to a 1/2-inch iron rod found 10.73 feet right of E.C.S. 190+00.26, said point being the southwest corner of said 4.998 acre tract, same being the northwest corner of said 3.994 acre tract, same being on the existing east right-of-way line of CR 110, a variable width right-of-way (no record information found);
- 2) **THENCE** N 32°32'46" W, with the existing east right-of-way line of said CR 110, same being the west line of said 3.994 acre tract, a distance of 410.23 feet to a 1/2-inch iron rod found 11.79 feet right of E.C.S. 194+10.48, said point being the northwest corner of said 4.998 acre tract, same being the southwest corner of a called 3.81 acre tract of land as described in a deed to Commission on Church Growth and Development and recorded in Document No. 2008059106, O.P.R.W.C.TX.;
- 3) **THENCE** N 87°36'45" E, with the common line of said 4.998 acre tract and said 3.81 acre tract, a distance of 70.90 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 73.00 feet right of E.C.S. 193+74.70, said point being on the proposed east right-of-way line of CR 110;

- 4) **THENCE** S 32°41'42" E, over and across said 4.998 acre tract, with the proposed east right-of-way line of CR 110, a distance of 386.74 feet to the **POINT OF BEGINNING**, and containing 0.565 acre (24,617 sq. ft.) of land, more or less.

*Area calculated by SAM, LLC.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000120. All coordinates shown hereon are in grid and can be converted to surface by multiplying by the same factor.

THE STATE OF TEXAS

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§
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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

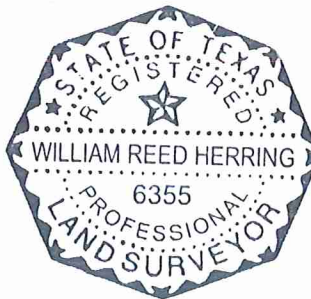
That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 20th day of October, 2015.

SURVEYING AND MAPPING, Inc.
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300



William Reed Herring
Registered Professional Land Surveyor
No. 6355-State of Texas



LEGEND

- CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND
- 1/2" PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET WITH ALUMINUM CAP
- STAMPED "WILLIAMSON COUNTY ROW"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- PUBLIC UTILITY EASEMENT
- POINT OF BEGINNING
- POINT OF COMMENCING
- POINT OF REFERENCE
- POINT OF CURVATURE
- POINT OF TANGENCY
- POINT OF INTERSECTION
- NOT TO SCALE
- DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S68° 28' 13" W	1,017.99'
(L1)	(S70° 50' 49" W)	(1,084.14')
L2	S68° 28' 13" W	63.48'
L3	N87° 36' 45" E	70.90'

W. DONAHUE, JR. SURVEY,
ABSTRACT 173

COUNTY ROAD 110
VARIABLE WIDTH ROW
(NO RECORD INFORMATION FOUND)

GRAPHIC SCALE
SCALE: 1" = 80'
WILLIAMSON COUNTY, TEXAS

190+00 ENGINEER'S CENTERLINE N 32° 41' 42" W 1931.5'

EXISTING N32° 32' 46" W (N30° 07' 10" W)
ROW LINE 410.23' (410.26')

APPROXIMATE LOCATION
OF SURVEY LINE

PROPOSED ROW LINE

DWAIN C. SMITH, ET. AL.
CALLED 3.994 ACRES
DOC. NO. 2004063749
O. P. R. W. C. TX.

P.O.B.
189+87.96
73.00' RT
GRID COORDINATES:
N: 10177324.68
E: 3155610.20

NOTES:
1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 110 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM DANNENBAUM SCHEMATIC RECEIVED BY SAM, LLC. IN FEBRUARY, 2015.
4. AREA CALCULATED BY SAM, LLC.

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

WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

DATE 12/20/2015

WILLIAM REED HERRING



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064500

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
KEVIN J. & SUSAN LANGSTON
PARCEL 315
0.565 AC. (24,617 SQ. FT.)

KEVIN J. AND SUSAN LANGSTON
CALLED 4.998 ACRES
VOL. 2422, PG. 937
D.R.W.C.TX.

R. MCNUTT SURVEY,
ABSTRACT 422

P.O.C.
187+90.84
1,071.72' RT

193+74.70
73.00' RT

COMMISSION ON
CHURCH GROWTH
& DEVELOPMENT
CALLED 3.81 ACRES
DOC. NO. 2008059106
O. P. R. W. C. TX.

PAGE 3 OF 3
REF. FIELD NOTE NO. 18034

TIME: 8:24:24 AM
DATE: 12/9/2015
FILE: J:\1014035067\100\Survey\06Plats\Parcel 315.dgn

EXISTING	ACQUIRE	REMAINING
4.998 AC.	0.565 AC.	4.433 AC.

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
KEVIN J. & SUSAN LANGSTON
PARCEL 315
0.565 AC. (24,617 SQ. FT.)

EXHIBIT "B"

Parcels 31S

DEED

County Road 110 Right of Way

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That KEVIN J. LANGSTON and SUSAN LANGSTON, 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, the 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 WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel 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 0.565 acre (approximately 24,617 Sq. Ft.) tract of land in the R. McNutt Survey, Abstract No. 422, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein
(Parcel 31S)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives 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 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 Williamson County, Texas 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 CR 110, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 201____.

[signature pages follow]

GRANTOR:

Kevin J. Langston

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the ____ day of _____,
201__ by Kevin J. Langston, in the capacity and for the purposes and consideration recited
therein.

Notary Public, State of Texas

GRANTOR:

Susan Langston

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the ____ day of _____, 201____ by Susan Langston, 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:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session**22.****Meeting Date:** 01/12/2016

WCEMS ACC ALS & BLS Affiliation Agreement update

Submitted For: Kenny Schnell**Submitted By:** Kenny Schnell, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the updated education affiliation agreements between Williamson County EMS and Austin Community College.

Background

This is a request from Austin Community College to update the existing agreements approved in commissioner's court on Sept. 1, 2015 with the addition of one signature from ACC staff.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[WCEMS.ACC.ALS.afiliation.agreement.01.12.2016](#)[WCEMS.ACC.BLS.updated.affiliation.agreement.01.12.2016](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kenny Schnell

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:53 AM

Started On: 12/29/2015 09:29 AM

**ALS EDUCATION AFFILIATION AGREEMENT
FOR
EMERGENCY MEDICAL PRECEPTOR PROGRAM BETWEEN
WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES
AND
AUSTIN COMMUNITY COLLEGE**

This Agreement is between Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and Austin Community College EMS Professions Department (hereinafter referred to as "ACC").

RECITALS:

ACC provides courses of study in emergency medical services to students enrolled in its Paramedic program of study.

ACC desires program components that will provide to the students clinical experience as part of their educational instruction.

COUNTY, through its Emergency Medical Services Department, has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to ACC for its Emergency Medical Technician program of study.

COUNTY and ACC desire to enter into this Educational Affiliation Agreement in accordance with the terms stated below:

TERMS:

RESPONSIBILITIES OF ACC

1. ACC shall be responsible for the selection of students and their supervised instruction and grading. Students shall have satisfactorily completed curriculum prerequisites for participation in the internships or rotations.
2. ACC instructors shall possess current and appropriate professional credentials or certifications and ACC shall be responsible for the coordination and implementation of the program of study.
3. Services rendered by ACC instructors and students shall be without charge to COUNTY. ACC instructors and students shall not be responsible for the quality of patient or client care.
4. Neither ACC instructors nor students shall be deemed to be COUNTY employees, nor shall they be entitled to any COUNTY benefits, compensation or workers compensation benefits.
5. ACC shall annually provide COUNTY with anticipated enrollments for courses intending to provide clinical internships or experience through this Agreement. The number of students and the schedule of use of COUNTY's facilities shall be subject to annual, mutual approval.
6. ACC shall provide COUNTY with a list of students authorized to participate in the clinical instruction facilitated under this Agreement. ACC shall promptly inform COUNTY in writing of any student withdrawing from the course or otherwise unqualified to continue the internship or clinical experience made available under this Agreement.

7. ACC shall require all instructors and students to abide by all applicable policies, regulations and laws governing the facility or its work environment. ACC shall withdraw authorization for participation under this Agreement for any instructor or student found to have committed a violation of applicable policies, regulations or laws, or determined by COUNTY to be unqualified to continue in the program.

8. During the term of this Agreement, ACC shall maintain a professional liability insurance policy with a limit of liability of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate that covers the activities of ACC'S students, employees and faculty under this Agreement. ACC shall ensure that each current student, employee and faculty member is individually insured under such policy in the above-stated amounts, and shall provide COUNTY with a proof of such insurance coverage each year, and at other times upon request. ACC agrees to require each student to be covered by or to carry accident insurance for injury while enrolled in the program, and to ensure that each employee or faculty member is covered by worker's compensation insurance while participating in the program. No student or faculty member shall be permitted to participate in the program until such insurance coverage has been verified to the satisfaction of COUNTY.

9. ACC agrees to secure a release of liability form from each student and faculty member who will participate in the program in a form acceptable to COUNTY.

RESPONSIBILITIES OF COUNTY

10. COUNTY shall, on a space available basis, the use of designated facilities to provide a clinical education to participating students. COUNTY agrees to provide evaluations for student course-work done on forms provided by ACC.

11. COUNTY shall provide an orientation session to inform students and ACC staff about the rules, regulations, policies and procedures of the facilities.

12. COUNTY agrees to provide, on a space-available basis, the use of conference rooms, classrooms, lounges and lockers to the instructors and the students.

13. COUNTY shall notify ACC of any change of any accreditation or status concerning a facility and affecting internship or course requirements for clinical experience at an ACC credited facility. Representatives of ACC crediting agency for ACC shall be permitted to conduct inspections for purposes relating to ACC'S accreditation.

14. COUNTY shall cooperate with ACC in matters relating to academic performance and student conduct relating to course work performed under this Agreement.

15. Unless prohibited or restricted by law, COUNTY shall timely notify an instructor or student of any instance in which a facility employee has been exposed to blood-borne or airborne pathogens and the student or instructor may have been exposed in the same instance. Notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for potential exposure.

16. COUNTY shall obtain and maintain all licenses required for its participating facilities and shall assure that COUNTY personnel are appropriately licensed.

17. In the event emergency care is required for an ACC student or faculty member, it shall be provided in the same manner that emergency care is provided to COUNTY employees and the general public. Emergency care provided by COUNTY shall be at the expense of the student or faculty member.

MUTUAL RESPONSIBILITIES

18. The Parties agree to designate a liaison for each program to do the following:

- A. Meet annually, or more often as needed, to schedule use of the facilities;
- B. Meet on a per semester basis to set the number of students allowed to participate;
- C. Design and approve curriculum assignments as they *affect* the operation of the facility and as affected by ACC crediting standards;
- D. Meet to review protocols, policies and rules and regulations concerning the operation of the facility and its use under this Agreement;
- E. Meet annually to evaluate changes or amendments to this Agreement or the performance of the Agreement.

19. In the event any claim or demand is made on one of the Parties for actions relating or authorized by this Agreement, the other party shall be notified of such claim or demand in writing within five business (Monday-Friday) days. COUNTY shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of ACC, its employees, agents or students under this Agreement. ACC shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COUNTY or its employees under this Agreement.

20. Notices shall be in writing and shall be effective when received. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

Kenny Schnell
WCEMS Director
PO Box 873
Georgetown, TX 7827
512-943-1264

And

Don Gwynn
Department Chair
Austin Community
College
Emergency
Medical Services
Professions
3401 Webberville
Road
Austin, TX 78702

ADDITIONAL TERMS

21. Compensation benefits for this Agreement shall include \$1.75/hour per ALS student to be paid by ACC to the COUNTY. Compensation shall be paid to COUNTY within thirty (30) days from the date of the COUNTY'S invoice for payment.

22. ACC acknowledges that COUNTY is a hybrid entity under the privacy regulations of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule"). COUNTY has designated its Emergency Medical Services Department as a health care component, as defined in HIPAA, and the Department is therefore required to comply with the HIPAA Privacy Rule. This compliance includes obtaining written contractual assurances from ACC that ACC, its employees and agents will protect all individually identifiable health information they may access or use under this Agreement in accordance with the terms of the HIPAA Business Associate Agreement, which is hereby attached to and made a part of this Agreement, for all purposes, as Exhibit "C".

23. The parties agree that COUNTY shall at all times maintain the right to terminate a student's participation in the program if COUNTY, in its sole discretion, determines that the student's continued participation would be disruptive to the program or the operations of the facility, or would pose a danger.

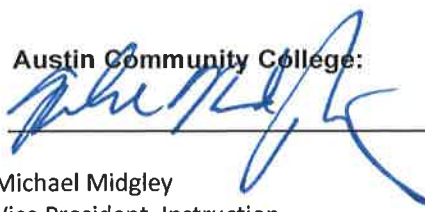
35. Notwithstanding any other provision of this Agreement, a COUNTY department may suspend participation in this Agreement due to space needs, staff training needs, budgetary issues or other urgent considerations. In the event of suspension, COUNTY shall give ACC written notification stating the date of suspension and the date on which participation is anticipated to resume.

Williamson County:

Kenny Schnell
WCEMS Director

Date


Austin Community College:



Michael Midgley
Vice President, Instruction

11-3-15

Date



Patricia Recek, MSN, RN
Executive Dean, Health Sciences

10-28-2015

Date



Don Gwynn
Department Chair
Emergency Medical Services Professions
Austin Community College
3401 Webberville Road
Austin, TX 78702

10/29/15

Date

ATTACHMENT A

RELEASE OF LIABILITY

In consideration of the educational benefits extended to me by Williamson County Emergency Medical Services Department in making available its facilities for clinical course instruction as part of ACC course regarding emergency medical service training, I hereby release and hold harmless Williamson County, its employees and agents from any claim, cause of action or injury that may result during my participation in a Williamson County program due to the negligence of Williamson County, its employees or agents.

Student's signature: _____

Printed Name

Date:

**BLS EDUCATION AFFILIATION AGREEMENT
FOR
EMERGENCY MEDICAL PRECEPTOR PROGRAM BETWEEN
WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES
AND
AUSTIN COMMUNITY COLLEGE**

This Agreement is between Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and Austin Community College EMS Professions Department (hereinafter referred to as "ACC").

RECITALS:

ACC provides courses of study in emergency medical services to students enrolled in its Emergency Medical Technician program of study.

ACC desires program components that will provide to the students clinical experience as part of their educational instruction.

COUNTY, through its Emergency Medical Services Department, has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to ACC for its Emergency Medical Technician program of study.

COUNTY and ACC desire to enter into this Educational Affiliation Agreement in accordance with the terms stated below:

TERMS:

RESPONSIBILITIES OF ACC

1. ACC shall be responsible for the selection of students and their supervised instruction and grading. Students shall have satisfactorily completed curriculum prerequisites for participation in the internships or rotations.
2. ACC instructors shall possess current and appropriate professional credentials or certifications and ACC shall be responsible for the coordination and implementation of the program of study.
3. Services rendered by ACC instructors and students shall be without charge to COUNTY. ACC instructors and students shall not be responsible for the quality of patient or client care.
4. Neither ACC instructors nor students shall be deemed to be COUNTY employees, nor shall they be entitled to any COUNTY benefits, compensation or workers compensation benefits.
5. ACC shall annually provide COUNTY with anticipated enrollments for courses intending to provide clinical internships or experience through this Agreement. The number of students and the schedule of use of COUNTY's facilities shall be subject to annual, mutual approval.
6. ACC shall provide COUNTY with a list of students authorized to participate in the clinical instruction facilitated under this Agreement. ACC shall promptly inform COUNTY in writing of any student withdrawing from the course or otherwise unqualified to continue the internship or clinical experience made available under this Agreement.

7. ACC shall require all instructors and students to abide by all applicable policies, regulations and laws governing the facility or its work environment. ACC shall withdraw authorization for participation under this Agreement for any instructor or student found to have committed a violation of applicable policies, regulations or laws, or determined by COUNTY to be unqualified to continue in the program.

8. During the term of this Agreement, ACC shall maintain a professional liability insurance policy with a limit of liability of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate that covers the activities of ACC'S students, employees and faculty under this Agreement. ACC shall ensure that each current student, employee and faculty member is individually insured under such policy in the above-stated amounts, and shall provide COUNTY with a proof of such insurance coverage each year, and at other times upon request. ACC agrees to require each student to be covered by or to carry accident insurance for injury while enrolled in the program, and to ensure that each employee or faculty member is covered by worker's compensation insurance while participating in the program. No student or faculty member shall be permitted to participate in the program until such insurance coverage has been verified to the satisfaction of COUNTY.

9. ACC agrees to secure a release of liability form from each student and faculty member who will participate in the program in a form acceptable to COUNTY.

RESPONSIBILITIES OF COUNTY

10. COUNTY shall, on a space available basis, the use of designated facilities to provide a clinical education to participating students. COUNTY agrees to provide evaluations for student course-work done on forms provided by ACC.

11. COUNTY shall provide an orientation session to inform students and ACC staff about the rules, regulations, policies and procedures of the facilities.

12. COUNTY agrees to provide, on a space-available basis, the use of conference rooms, classrooms, lounges and lockers to the instructors and the students.

13. COUNTY shall notify ACC of any change of any accreditation or status concerning a facility and affecting internship or course requirements for clinical experience at an ACC credited facility. Representatives of ACC crediting agency for ACC shall be permitted to conduct inspections for purposes relating to ACC's accreditation.

14. COUNTY shall cooperate with ACC in matters relating to academic performance and student conduct relating to course work performed under this Agreement.

15. Unless prohibited or restricted by law, COUNTY shall timely notify an instructor or student of any instance in which a facility employee has been exposed to blood-borne or airborne pathogens and the student or instructor may have been exposed in the same instance. Notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for potential exposure.

16. COUNTY shall obtain and maintain all licenses required for its participating facilities and shall assure that COUNTY personnel are appropriately licensed.

17. In the event emergency care is required for an ACC student or faculty member, it shall be provided in the same manner that emergency care is provided to COUNTY employees and the general public. Emergency care provided by COUNTY shall be at the expense of the student or faculty member.

MUTUAL RESPONSIBILITIES

18. The Parties agree to designate a liaison for each program to do the following:

- A. Meet annually, or more often as needed, to schedule use of the facilities;
- B. Meet on a per semester basis to set the number of students allowed to participate;
- C. Design and approve curriculum assignments as they *affect* the operation of the facility and as affected by ACC crediting standards;
- D. Meet to review protocols, policies and rules and regulations concerning the operation of the facility and its use under this Agreement;
- E. Meet annually to evaluate changes or amendments to this Agreement or the performance of the Agreement.

19. In the event any claim or demand is made on one of the Parties for actions relating or authorized by this Agreement, the other party shall be notified of such claim or demand in writing within five business (Monday-Friday) days. COUNTY shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of ACC, its employees, agents or students under this Agreement. ACC shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COUNTY or its employees under this Agreement.

20. Notices shall be in writing and shall be effective when received. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

Kenny Schnell
WCEMS Director
PO Box 873
Georgetown, TX 7827
512-943-1264

And

Don Gwynn
Department Chair
Austin Community
College
Emergency
Medical Services
Professions
3401 Webberville
Road
Austin, TX 78702

ADDITIONAL TERMS

21. Compensation benefits for this Agreement shall include \$40.00 total per EMT student to be paid by ACC to the COUNTY. Compensation shall be paid to COUNTY within thirty (30) days from the date of the COUNTY'S invoice for payment.

22. ACC acknowledges that COUNTY is a hybrid entity under the privacy regulations of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule"). COUNTY has designated its Emergency Medical Services Department as a health care component, as defined in HIPAA, and the Department is therefore required to comply with the HIPAA Privacy Rule. This compliance includes obtaining written contractual assurances from ACC that ACC, its employees and agents will protect all individually identifiable health information they may access or use under this Agreement in accordance with the terms of the HIPAA Business Associate Agreement, which is hereby attached to and made a part of this Agreement, for all purposes, as Exhibit "C".

23. The parties agree that COUNTY shall at all times maintain the right to terminate a student's participation in the program if COUNTY, in its sole discretion, determines that the student's continued participation would be disruptive to the program or the operations of the facility, or would pose a danger.

24. ACC instructors and students shall maintain confidential all records and information concerning patients treated or attended to in COUNTY's facilities. Each ACC instructor and student involved in medical or EMS programs shall be required to sign a confidentiality agreement regarding records and information about patients treated or attended by COUNTY employees.

25. Failure of either party to exercise any right or privilege granted by this Agreement shall not operate to waive such right or privilege in the event of subsequent defaults or assertions of right. Neither party waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising under the performance of this Agreement.

26. The provisions of this Agreement shall be severable in the event any provision is declared invalid, illegal or unenforceable.

27. Either party may terminate this Agreement without cause upon 90 days written notice to the other party. In addition, COUNTY shall have the right to terminate the Agreement immediately in the event the facility becomes inoperable for any reason or COUNTY no longer controls a program.

28. Either Party may terminate this Agreement if the other breaches the Agreement and fails to cure such breach within 15 days of receiving notice of breach. If more than 15 days are required to cure the breach, the Parties may agree to an extension of the cure period in writing.

29. This agreement is effective when all parties have executed it. The term of the Agreement is from August 1, 2015 through December 31, 2017 unless this Agreement is otherwise terminated pursuant to the termination provision contained in Article 27 of this Agreement. All services shall be completed during this term. This Agreement may be reviewed annually by agreement of both parties via written instrument and subject to required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of both Parties.

30. Nothing in this Agreement shall be construed to confer third party rights or to constitute a waiver of any governmental immunity of the parties.

31. This Agreement constitutes the entire agreement between the Parties and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect.

32. The laws of the State of Texas shall govern the validity, interpretation and enforcement of this Agreement, and venue for any dispute or cause of action shall be in Williamson County, Texas.

33. The Parties will comply with applicable federal, state and local laws, ordinances and regulations in the performance of this Agreement.

34. The performance of this Agreement shall be undertaken in a manner that does not discriminate against any person on a basis prohibited by law, including but not limited to race, color, national origin, religion, sex, age, veteran status or disability.


35. Notwithstanding any other provision of this Agreement, a COUNTY department may suspend participation in this Agreement due to space needs, staff training needs, budgetary issues or other urgent considerations. In the event of suspension, COUNTY shall give ACC written notification stating the date of suspension and the date on which participation is anticipated to resume.

Williamson County:

Kenny Schnell
WCEMS Director

Date

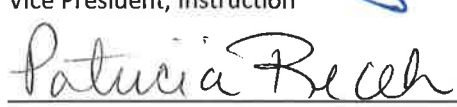
Austin Community College:



Michael Midgley
Vice President, Instruction

11-3-15

Date



Patricia Recek, MSN, RN
Executive Dean, Health Sciences

10-28-2015

Date



Don Gwynn
Department Chair
Emergency Medical Services Professions
Austin Community College
3401 Webberville Road
Austin, TX 78702

10/29/15

Date

ATTACHMENT A

RELEASE OF LIABILITY

In consideration of the educational benefits extended to me by Williamson County Emergency Medical Services Department in making available its facilities for clinical course instruction as part of ACC course regarding emergency medical service training, I hereby release and hold harmless Williamson County, its employees and agents from any claim, cause of action or injury that may result during my participation in a Williamson County program due to the negligence of Williamson County, its employees or agents.

Student's signature: _____

Printed Name

Date:

Commissioners Court - Regular Session**23.****Meeting Date:** 01/12/2016

WCEMS Texas A&M Clinical Training Affiliation Agreement 2016

Submitted For: Kenny Schnell**Submitted By:** Kenny Schnell, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the affiliation agreement between Williamson County EMS and Texas A&M College of Medicine.

Background

This is a new affiliation agreement with the Texas A&M Health Science Center on behalf of the College of Medicine to allow ride outs with our staff for EMS Fellowship students. This has been reviewed and approved by Williamson County legal counsel.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[WCEMS.TexasAM.Affiliation.Agreement.01.12.2016](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kenny Schnell

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:53 AM

Started On: 12/30/2015 08:53 AM

AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT IMPLEMENTATION LETTER

The purpose of this Implementation Letter ("Letter") is to provide a record of the clinical training affiliation agreement between the SCHOOL and the HOST AGENCY with respect to a clinical training experience for one or more of the SCHOOL'S students and the agreement of the parties to abide by all terms and conditions of the AAMC Uniform Clinical Training Affiliation Agreement, dated June 16, 2014 (the "Agreement"), which is hereby incorporated by reference, without modification or exception except as specified below.

Modifications or Exceptions (if none, please indicate by writing "none"):

The following terms shall be in addition to those contained in the Agreement. To the extent of any conflict between the terms of the Agreement and the terms of this Letter, the terms of this Letter shall control.

1. Insurance

HOST AGENCY acknowledges that, because SCHOOL is an agency of the State of Texas, liability for the tortious conduct of employees of SCHOOL or for injuries caused by conditions or use of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies Code*), Chapters 101 and 104; and that Workers' Compensation Insurance coverage for employees of SCHOOL is provided by SCHOOL as mandated by the provisions of Chapter 502, *Texas Labor Code*. SCHOOL shall have the right, at its option, to (a) obtain liability insurance protecting SCHOOL and its employees and property insurance protecting SCHOOL's buildings and contents, to the extent authorized by Section 51.966, *Texas Education Code*, or other law, or (b) self-insure against any risk that may be incurred by SCHOOL as a result of its operations under the Agreement.

HOST AGENCY recognizes that medical students, upon payment of a pre-set fee at time of enrollment, are provided limited medical liability coverage under the HSC-COM Medical Liability Program. Such policy shall provide for coverage during such times as the medical students are on the premises of HOST AGENCY.

At no time shall medical students be considered legal representatives, employees or agents of SCHOOL or HOST AGENCY. Medical students are not entitled to receive payment for services rendered, replace or substitute for a SCHOOL or HOST AGENCY health care provider, or possess authority to enter into any form of agreement on behalf of SCHOOL or HOST AGENCY.

2. Public Information

HOST AGENCY acknowledges that SCHOOL is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Letter or the Agreement.

3. Non-Waiver

HOST AGENCY expressly acknowledges that SCHOOL is an agency of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by SCHOOL of its right to claim such exemptions, privileges, and immunities as may be provided by law

4. Dispute Resolution

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the

parties to attempt to resolve and claim for breach of contract made by HOST AGENCY against SCHOOL that cannot be resolved in the ordinary course of business. HOST AGENCY shall submit written notice of a claim of breach of contract under this Chapter to Texas A&M University Health Science Center, which shall examine such claim and any counterclaim and negotiate with HOST AGENCY in an effort to resolve the claim.

5. No Referral Obligation

The parties acknowledge and agree that the Agreement does not require, and shall not be construed to require (directly or indirectly, explicitly or implicitly), any party to use HOST AGENCY facilities, or the admission or referral of any patients to HOST AGENCY or any other facility or service related to HOST AGENCY.

6. Force Majeure

Neither Party is required to perform any term, condition, or covenant of the Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such Party and which by due diligence it is unable to prevent or overcome.

7. Governing Law

The validity of the Agreement and all matters pertaining thereto, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

8. Venue

The Agreement is performable in Brazos County, Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against SCHOOL shall be in the county in which the primary office of the chief executive officer of SCHOOL is located. At the execution of the Agreement, such county is Brazos County, Texas.

9. Term

This Letter and the Agreement shall be effective on the date stated herein for an aggregate period not to exceed five (5) years provided either party may terminate the Agreement without cause by giving ninety (90) days written notice to the other.

10. Use of Name

Each party agrees not to use the name, service mark or logo of the other party without the other party's prior written consent. The parties will mutually agree in advance upon any public announcements, advertising, marketing, or communications to the media regarding the Agreement or the relationship created by (or the services to be provided pursuant to) the Agreement.

11. Faculty Appointment

Physicians who wish to teach Students at HOST AGENCY must be approved by SCHOOL and appointed to the faculty of SCHOOL prior to performing any teaching or preceptor services to Students.

This LETTER and the Agreement are effective on **12/01/2015**, regardless of the date when signed by all parties. The individuals executing this LETTER are authorized to sign on behalf of their institutions and certify that their institutions have accepted the terms of the Agreement and further agree to comply with its terms except as noted above.

SCHOOL: THE TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER ON BEHALF OF
THE COLLEGE OF MEDICINE

By: Vernon L. Tesh, Ph.D.

Signature:



Title: Vice President for Academic
Affairs

Date:

12/14/15

Address: Office of the Vice Dean
Round Rock Campus
Attn: Vice Dean
3950 North A.W. Grimes
Round Rock, TX 78665

With copy to TAMHSC:

Texas A&M Health Science Center
Vice President for Finance & Administration
200 Technology Way, Suite 2079
College Station, TX 77845-3424

Page 4 of 4

AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT

WHEREAS, the purpose of this AGREEMENT is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality clinical learning experiences for medical students in the SCHOOL.

WHEREAS, this AGREEMENT is intended and shall be interpreted to meet the SCHOOL's accreditation standards related to affiliation agreements with clinical affiliates which require at a minimum:

- The HOST AGENCY will provide medical student, and faculty if applicable, access to appropriate resources for medical student education.
- The SCHOOL is ultimately responsible for the medical education program, academic affairs, and the assessment of medical students.
- The SCHOOL is primarily responsible for the appointment and assignment of faculty members with responsibility for medical student teaching.
- Specification of the responsibility for treatment and follow-up when a medical student is exposed to an infectious or environmental hazard or other occupational injury,
- The shared responsibility of the SCHOOL and HOST AGENCY for creating and maintaining an appropriate learning environment.
- Confirmation that the SCHOOL's department heads (or clerkship directors) have authority to ensure faculty and medical student access to appropriate resources for medical student education when those department heads are not also the clinical service chiefs at affiliated institutions.

WHEREAS, neither party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties identified in the AAMC Uniform Clinical Training Affiliation Agreement Implementation Letter agree as follows:

A. Responsibilities of the SCHOOL

1. The SCHOOL will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to the HOST AGENCY only those students who have satisfactorily completed the prerequisite didactic portions of the SCHOOL's curriculum.
2. The SCHOOL will retain ultimate responsibility for the education and assessment of its students. The School's representative for this Agreement shall be a faculty member appointed and assigned by the SCHOOL, who will be responsible for medical student teaching and assessment provided pursuant to this Agreement.
3. The SCHOOL will advise all students assigned to the HOST AGENCY facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. The SCHOOL will also advise all students that the confidentiality requirements survive the termination or expiration of this AGREEMENT.

4. The SCHOOL will require all participating students to maintain health insurance and provide proof of health insurance to the School. The HOST AGENCY may request the student provide proof of health insurance prior to beginning of the training experience.
5. The SCHOOL will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with the SCHOOL. If applicable, the HOST AGENCY shall notify the student of any requests for evidence of criminal background test or immunization. The SCHOOL will inform the student of his/her responsibility to provide evidence to the HOST AGENCY of any required criminal background checks or immunizations, when requested. The HOST AGENCY shall notify the SCHOOL of its requirements of an acceptable criminal background check and required immunizations. The SCHOOL will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the HOST AGENCY'S policies and practices, and that the cost of any such test will be paid by the student, if not the HOST AGENCY.
6. The SCHOOL will advise students that they are required to comply with HOST AGENCY rules, regulations, and procedures.
7. If requested by the HOST AGENCY, the SCHOOL will provide instruction to the HOST AGENCY'S staff with respect to the SCHOOL's expectations regarding assessment of the SCHOOL'S students at the HOST AGENCY.
8. The SCHOOL warrants and represents that it provides occurrence-based liability insurance or self-insurance for its students with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. However, if the SCHOOL is a public entity entitled to governmental immunity protections under applicable state law, then the SCHOOL shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the SCHOOL shall provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. If requested by the HOST AGENCY, the SCHOOL shall provide a certificate of insurance demonstrating coverage for students completing clinical training at the HOST AGENCY.

B. Responsibilities of the HOST AGENCY

1. The HOST AGENCY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the HOST AGENCY will provide students and faculty with access to appropriate resources for medical student education including: a) access to patients at HOST AGENCY facilities in an appropriately supervised environment, in which the students can complete the SCHOOL's curriculum; b) student security badges or other means of secure access to patient care areas; c) access and required training for medical students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage space for medical students' personal items when at the HOST AGENCY; and f) access to call rooms, if necessary.
2. The HOST AGENCY will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in HOST AGENCY's facilities, students will have the status of trainees; are not to replace HOST AGENCY staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the medical education program. HOST AGENCY and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student's level of training.
3. The HOST AGENCY staff will, upon request, assist the SCHOOL in the assessment of the learning and performance of participating students by completing assessment forms provided by the SCHOOL and returned to the SCHOOL in a timely fashion.
4. The HOST AGENCY will provide for the orientation of SCHOOL's participating students as to the HOST AGENCY'S rules, regulations, policies, and procedures.

5. The HOST AGENCY agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the HOST AGENCY, the HOST AGENCY, upon notice of such Incident from the student, will provide such emergency care as is provided its employees, including, where applicable; examination and evaluation by HOST AGENCY's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that HOST AGENCY does not have the resources to provide such emergency care, HOST AGENCY will refer such student to the nearest emergency facility. The SCHOOL will define, for its medical students, who bears financial responsibility for any charges generated.
6. To the extent the HOST AGENCY, generates or maintains educational records related to the participating student, the HOST AGENCY agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the SCHOOL and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, SCHOOL hereby designates HOST AGENCY as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the SCHOOL's records is required by HOST AGENCY to carry out the Program.
7. Upon request, the HOST AGENCY will provide proof that it maintains liability insurance in an amount that is commercially reasonable.
8. The HOST AGENCY will provide written notification to the SCHOOL promptly if a claim arises involving a student. The HOST AGENCY and SCHOOL agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
9. The HOST AGENCY will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. The HOST AGENCY will notify the SCHOOL'S course director if such an action is required.
10. The HOST AGENCY shall identify a site coordinator from among its medical staff who will communicate and cooperate with the SCHOOL's clerkship director to ensure faculty and medical student access to appropriate resources for the clinical training experience.

C. Mutual Responsibilities

1. Representatives for each party will be established on or before the execution of this AGREEMENT.
2. The parties will work together to maintain an environment of high quality patient care. At the request of either party, a meeting or conference will promptly be held between SCHOOL and HOST AGENCY representatives to resolve any problems or develop any improvements in the operation of the clinical training program.
3. The SCHOOL will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of students using the SCHOOL facilities. The HOST AGENCY will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the HOST AGENCY facilities.
4. The SCHOOL and the HOST AGENCY will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.
5. The SCHOOL, including its faculty, staff, medical students, and residents, and HOST AGENCY share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The

parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. HOST AGENCY shall require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A, and communicate student violations to the SCHOOL. SCHOOL agrees to require its students to adhere to the expectations set forth in Exhibit A.

6. HOST AGENCY may immediately remove from the premises and retains the right to suspend or terminate any student's participation at the HOST AGENCY. The HOST AGENCY will immediately notify the appropriate office of the SCHOOL if such an action is required and the reasons for such action. The SCHOOL may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. The SCHOOL will notify the HOST AGENCY if such action is required.

D. Term and Termination

This AGREEMENT is effective upon execution of the Implementation Letter by both parties to the covered clinical training experience(s) and will continue indefinitely or until terminated. This AGREEMENT may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at HOST AGENCY will be permitted to complete any previously scheduled clinical assignment at HOST AGENCY.

E. Employment Disclaimer

The students participating in the program will not be considered employees or agents of the HOST AGENCY or SCHOOL for any purpose. Students will not be entitled to receive any compensation from HOST AGENCY or SCHOOL or any benefits of employment from HOST AGENCY or SCHOOL, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. HOST AGENCY will not be required to purchase any form of insurance for the benefit or protection of any student of the SCHOOL.

F. Health Insurance Portability and Accountability Act

Students participating in clinical training pursuant to this Agreement are members of the HOST AGENCY's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the HOST AGENCY and, as stated in paragraph E, above, does not establish an employment relationship.

G. No Agency Relationship Between the Parties.

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

H. Assignment

This AGREEMENT will not be assigned by either party without the prior written consent of the other.

I. Governmental Immunity

If the SCHOOL is a public entity entitled to protections of governmental immunity under applicable law, it is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this AGREEMENT will be construed as: an express or implied waiver by the SCHOOL of its governmental immunity or of its state governmental immunity; an express or implied acceptance by SCHOOL of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; or, a pledge of the full faith and credit of a debtor contract; or, as the assumption by the SCHOOL of a debt, contract, or liability of the HOST AGENCY.

J. No Special Damages

In no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

K. Notices

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated in the Uniform Clinical Affiliation Agreement Implementation Letter.

L. No Payments

No payments shall be made between the parties or to the students in connection with this Agreement.

M. Severability

The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.

N. Headlines

Headlines in this AGREEMENT are for convenience only.

O. Entire Agreement

This AGREEMENT contains the entire AGREEMENT of the parties as it relates to this subject matter and may be modified only by additional written provisions contained in a properly executed Uniform Clinical Affiliation Agreement Implementation Letter.

EXHIBIT A: TEACHER-LEARNER EXPECTATIONS

The SCHOOL holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of medical education the term "teacher" is used broadly to include peers, resident physicians, full-time and volunteer faculty members, clinical preceptors, nurses, and ancillary support staff, as well as others from whom students learn.

GUIDING PRINCIPLES:

Duty: Medical educators have a duty to convey the knowledge and skills required for delivering the profession's standard of care and also to instill the values and attitudes required for preserving the medical profession's social contract with its patients.

Integrity: Learning environments that are conducive to conveying professional values must be based on integrity. Students and residents learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

Respect: Respect for every individual is fundamental to the ethic of medicine. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to ensure that students and residents are always treated respectfully.

RESPONSIBILITIES OF TEACHERS AND LEARNERS:

Teachers should:

- Treat students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course or clerkship
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of a course or clerkship
- Display honesty, integrity and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery, and avoid overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive
- Solicit feedback from students regarding their perception of their educational experiences
- Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

Students should:

- Be courteous of teachers and fellow students
- Be prepared and on time
- Be active, enthusiastic, curious learners

- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the profession of medicine
- Recognize personal limitations and seek help as needed
- Display honesty, integrity and compassion
- Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings
- Recognize the duty to place patient welfare above their own
- Recognize and respect patients' rights to privacy
- Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

Relationships between Teachers and Students

Students and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision. Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.

Commissioners Court - Regular Session**24.****Meeting Date:** 01/12/2016

Sheriff's Forfeiture Fund-Chapter 59 Funds

Submitted For: Julie Kiley**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take action to approve the Sheriff's Forfeiture Fund-State and Local Funds Budget for Fiscal Year 2015-2016.

Background

Per Chapter 59 of the Code of Criminal Procedure when an elected official who receives State and Local Forfeiture funds does not file for reelection the expenditure of these funds must be approved by the Commissioners Court. Attached is the requested budget for Fiscal Year 2015-2016.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsSheriff's Chapter 59 Forfeited Funds Budget

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:54 AM

Started On: 01/07/2016 08:56 AM

Proposed Budget for Chapter 59 Forfeiture Assets

Object Code	Description	Original Budget	Expenditures	Current Encumbrances	Unencumbered Balance	Requested Budget	Explanation
3002	Vehicle Equipment < \$5,000	\$ 15,000.00	\$ 1,398.47		\$ 13,601.53	\$ 15,000	Equipment needs for vehicles purchased with forfeited funds.
3004	Ammunition	\$ 9,999.96	\$ -		\$ 9,999.96	\$ -	The commissioners court has provided ammunition for the qualification and training requirements of each licensed officer. As a result these funds may be reallocated to law enforcement equipment <\$5,000
3006	Office Equipment < \$5,000	\$ 5,000.04	\$ -		\$ 5,000.04	\$ -	In prior years some office type equipment to include digital recorders of cameras has been purchased. This year these items are included in line 3008 below.
3008	Law Enforcement Equipment < \$5,000	\$ 50,000.04	\$ 286.40	\$ 25,070.76	\$ 24,642.88	\$ 125,000	This is for items such as surveillance equipment, dive and swift water equipment and items utilized with narcotics cases. The encumbered amount represents a purchase order for the purchase of 12 special missions team rifles.
3104	K-9 Division	\$ 30,000.00	\$ -		\$ 30,000.00	\$ 50,000	This line item includes veterinary care, food, equipment and the possible purchase of a new k-9
3301	Gasoline	\$ 5,000.04	\$ -		\$ 5,000.04	\$ 5,000	This line item is to purchase gasoline if needed to operate equipment in regards to firing range repairs and maintenance
3530	Investigative Supplies	\$ 24,999.96			\$ 24,999.96	\$ 20,000	Fingerprinting supplies, Drug testing kits, Alcohol/blood/urine testing kits.
4231	Travel	\$ 9,999.96			\$ 9,999.96	\$ -	Travel funding is provided in the general fund.
4232	Training	\$ 2,000.00	\$ 1,610.03		\$ 389.97	\$ 2,000	This line item provides for training associated with child protective services.
4511	Firing Range Maint. & Repairs	\$ 50,000.04			\$ 50,000.04	\$ 50,000	This line item is to provide funding for repairs and maintenance for berms, parking surfaces and range security.

Proposed Budget for Chapter 59 Forfeiture Assets

Object Code	Description	Original Budget	Expenditures	Current Encumbrances	Unencumbered Balance	<i>Requested Budget</i>	<i>Explanation</i>
4541	Vehicle Repairs	\$ -			\$ -	\$ 20,000	This line item provides for unanticipated repairs associated with vehicles purchased utilizing forfeited funds.
4999	Misc.	\$ 24,999.96	\$ -	\$ 1,982.93	\$ 23,017.03	\$ 4,774	Unanticipated items. The current encumbrance is for recruiting supplies and equipment.
5008	Law Enforcement Equipment > \$5,000	\$ 200,000.00	\$ 44,877.64		\$ 155,122.36	\$ 155,000	This is for items such as equipment used in the crime lab and at crime scenes.
5302	Firing Range Improvements	\$ 99,999.96	\$ -		\$ 99,999.96	\$ 150,000	This is for items at the Fire arms training center to include additional berms, security fencing, target systems, etc.
5700	Vehicles > \$5,000	\$ 145,000.00	\$ -		\$ 145,000.00	\$ -	Originally, this line was to purchase specialty vehicles, however, at this time this is not an anticipated need.
	<u>TOTAL</u>	<u>\$ 672,000</u>	<u>\$ 48,173</u>	<u>\$ 27,054</u>	<u>\$ 596,774</u>	<u>\$ 596,774</u>	

Commissioners Court - Regular Session**25.****Meeting Date:** 01/12/2016

Fiscal Year 2016 Animal Shelter Donation Fund Budget 01-12-2016

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

Information**Agenda Item**

Discuss, consider and take appropriate action on the Fiscal Year 2016 Animal Shelter Donation Fund.

Background

The Animal Shelter donations have increased over the years. Many donations are to be used for a specific purpose. To aid in accounting for the monies, a new fund was created. The unspent FY 2015 donations will be transferred to the Animal Shelter Donation Fund. Total unspent FY 2015 funds is \$228,320.78. Of that amount, \$76,022.81 will be restricted in fund balance to be used for future shelter expansion.

Fiscal Impact

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

AttachmentsAnimal Shelter Donation Fund Budget

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tanja Pettyjohn

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:54 AM

Started On: 01/07/2016 09:13 AM

WILLIAMSON COUNTY
ANIMAL SHELTER DONATION FUND
FISCAL YEAR 2016 EXPENDITURE BUDGET

Object

001100 F/T SALARIES	25,015.54	
002010 FICA	1,913.68	} Off-site adoption counselor
002020 RETIREMENT	3,204.49	
002030 INSURANCE	8,400.00	
003001 SMALL EQUIPMENT & TOOLS < \$5,000	1,364.64	
003670 USE OF DONATIONS	20,000.00	Use of Kuranda Beds Donations
004100 PROFESSIONAL SERVICES	81,098.88	Use of General Donations
004109 SPECIAL NEEDS	2,500.00	Use of Jane's Fund Donations
004232 TRAINING	2,764.25	Use of ASPCA Donations
004509 FACILITY ENHANCEMENTS	1,051.73	Use of S.I.T. Team Donations
004975 ANIMAL MEDICAL CARE	4,984.76	Use of Play Yards Donations
		Use of Heart Worm Fund Donations
TOTAL	152,297.97	

Commissioners Court - Regular Session**26.****Meeting Date:** 01/12/2016

Resolution Sidewalk Maint

Submitted For: Dan Gattis**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Resolution of the Commissioners Court of Williamson County, Texas in support of the briefs filed by the County Judges & Commissioners Association of Texas and the Texas Conference of Urban Counties in relation to Attorney General Opinion Request No. RQ-0061-KP regarding maintenance obligations pertaining to sidewalks within publically dedicated right-of-way.

Background

Fiscal Impact

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

Attachments

Resolution RE Sidewalk Maintenance AG Opinion Request

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:54 AM

Started On: 01/06/2016 06:15 PM

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

**RESOLUTION
OF THE
COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS
IN SUPPORT OF THE BRIEFS FILED BY
THE COUNTY JUDGES & COMMISSIONERS ASSOCIATION OF TEXAS
AND
THE TEXAS CONFERENCE OF URBAN COUNTIES
REGARDING MAINTENANCE OBLIGATIONS
PERTAINING TO SIDEWALKS
WITHIN PUBLICALLY DEDICATED RIGHT-OF-WAY**

WHEREAS, Chairman of the State of Texas House of Representatives Natural Resources Committee Jim Keffer, on behalf of the North Austin Municipal Utility District No. 1, Wells Branch Municipal Utility District, and Block House Municipal Utility District, has filed a request for an Attorney General's opinion asking whether a county that has accepted a public dedication of a right-of-way in a plat is obligated to maintain the sidewalks in that right-of-way (Request No. RQ-0061-KP); and

WHEREAS, the County Judges and Commissioners Association of Texas and the Texas Conference of Urban Counties have filed separate briefs, which are enclosed herewith and labeled Attachment 1 and Attachment 2 respectively¹, addressing issues of concern for Texas counties in Request Number RQ-0061-KP; and

WHEREAS, the County Judges and Commissioners Association of Texas and the Texas Conference of Urban Counties are uniquely qualified to address the concerns and duties of Texas counties, and in particular, those issues common to fast growing urban counties such as Williamson County, Texas; and

WHEREAS, county commissioners courts in Texas have an obligation to administer their core functions and duties within their scope of authority while providing their core functions in a fiscally responsible manner in the best interests of the taxpayers; and

¹ The Texas Attorney General's Office has been provided the briefs and the exhibits referenced in such briefs. Due to such fact, the briefs without their exhibits have been attached to this Resolution.

WHEREAS, the Williamson County Commissioners Court desires to support the briefs filed by the County Judges and Commissioners Association of Texas and the Texas Conference of Urban Counties; and

THEREFORE, BE IT RESOLVED, that, on this 12th day of January, 2016, the Williamson County Commissioners Court does hereby request that the Texas Attorney General's Office adopt the reasoning, opinions, analysis and conclusions set forth in briefs filed by the County Judges and Commissioners Association of Texas and the Texas Conference of Urban Counties in relation to opinion Request No. RQ-0061-KP and specifically, find that a Texas county that has accepted a public dedication of a right-of-way that contains a sidewalk is not obligated to maintain the sidewalk in such right-of-way.

WILLIAMSON COUNTY, TEXAS

Hon. Dan Gattis
Williamson County Judge

Hon. Lisa Birkman
Commissioner, Precinct 1

Hon. Valerie Covey
Commissioner, Precinct 3

Hon. Cynthia Long
Commissioner, Precinct 2

Hon. Ron Morrison
Commissioner, Precinct 4

ATTACHMENT 1
BRIEF OF COUNTY JUDGES AND COMMISSIONERS
ASSOCIATION OF TEXAS

**COUNTY JUDGES & COMMISSIONERS
ASSOCIATION OF TEXAS
402 WEST 12TH STREET
AUSTIN, TEXAS 78701
800-733-0699
512-482-0701
512-480-0902 FAX
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Wichita Falls, Texas 76301
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(940) 766-8289 – Fax

December 22, 2015

Office of the Attorney General, State of Texas
Opinions Committee
P.O. Box 12548
Austin, Texas 78711-2548

RE: Request for attorney general opinion regarding whether a county that has accepted a public dedication of a right-of-way in a plat is obligated to maintain the sidewalks in that right-of-way. **RQ-0061-KP**

Dear General Paxton:

In response to the aforementioned request for an attorney general opinion dated October 21, 2015, the County Judges and Commissioners Association of Texas submits this brief. Chairman of the House Natural Resources Committee Jim Keffer, on behalf of the North Austin Municipal Utility District No. 1, Wells Branch Municipal Utility District, and Block House Municipal District, requested an opinion regarding the responsibilities of counties to maintain sidewalks on public right-of-ways that the county previously approved in the acceptance of a subdivision plat. Specifically, the Request for Opinion seeks guidance on the following:

If a county has accepted a public dedication of a subdivision right-of-way that includes sidewalks, does the county's maintenance obligation include sidewalks, and if so can the county later divest itself of the obligation to maintain the sidewalks?

Williamson County has no obligation to maintain the sidewalks of Dallas Drive in the Milwood Subdivision located within the North Austin Municipal Utility District ("North Austin").

As a creation of the Texas Constitution, the county commissioners courts are vested only with the authority to "exercise such powers and jurisdiction over all county business" expressly given by the constitution or the legislature. TEX. CONST. art. V, § 18; TEX. TRANSP. CODE ANN. § 251.016 (A county commissioners court has "general control over all roads, highways, and bridges in the county."); *City of San Antonio v. City of Boerne*, 111 S.W.3d 22, 27-29 (Tex. 2003). While commissioners court have general control over county roads, this power is limited to the actions necessary to serve the traveling public through the construction and maintenance of county roads. See *Boerne*, 111 S.W.3d at 27-29; Tex. Att'y Gen. Op. No. GA-0430 (2006) (emphasis added).

The Texas Transportation Code gives counties authority over “public roads.” TEX. TRANSP. CODE ANN. §§ 252.005(a), .006 (in an ex officio road commissioner system, the commissioners court adopts a system for laying out, working on, draining, and repairing the public road as directed by the ex officio road commissioner), .105(b)(3) (in a road commissioners system, road commissioners at the direction of the commissioners court, spend the money entrusted to the road commissioner on public roads), .205(a) (in a road superintendent system, the road superintendent has general supervision over public roads subject to the orders of the commissioners court), .309(a) (in a road department system, a county road engineer is responsible to the commissioners court for “the efficient and economical construction and maintenance of the county roads.”). The Transportation Code also gives the county commissioners court authority to perform actions necessary to protect the public’s use of public roads. *See Boerne*, 111 S.W.3d at 30 (citing *Canales v. Laughlin*, 214 S.W.2d 451, 456-57 (Tex. 1948)). This includes removing property or other obstructions from county roads and acquiring land for drainage. *See* TRANSP. CODE §§ 281.008(1); 252.111. The Transportation Code does not authorize, however, the maintenance of the right-of-way for actions not necessary for the public’s use of the roads, including the maintenance of sidewalks. *See id.* Tit. 6, Subchapter C (County Road and Bridges) (subsection C does not include any reference to “sidewalk”). For example, fire hydrants and irrigation systems are located within the Williamson County’s public road right-of-ways; however, Williamson County has no obligation to maintain these, as they are not related to the public’s use of the roads.

The Texas Transportation Code defines a “sidewalk” as “the portion of a *municipal* street between the curb lines or lateral lines of a roadway and the adjacent property lines that is improved and designed for or is ordinarily used for pedestrian travel.” TRANSP. CODE § 316.001(3) (emphasis added). A “municipal street,” however, does not include a designated county road. *Id.* § 316.001(1). A municipalities, unlike counties, are statutorily required to maintain sidewalks. *See id.* §§ 311.003 (Type-A Municipalities), .004 (Home-Rule Municipality). In his request for an opinion, Mr. Flahive fails to distinguish between a municipality’s obligation to maintain public sidewalks and the lack of the county’s obligation to do the same, despite the expansive statutory differences between the two governmental entities. *See* RQ-0061-KP at 2.

While the vast majority of sidewalk cases pursuant to the Texas Tort Claims Act involve municipalities, a few cases involve counties. *See Porter v. Grayson Cnty.*, 224 S.W.3d 855 (Tex. App.—Dallas 2007) (curb that divided the parking lot from the sidewalk outside of the County Sub-Courthouse was not a special defect); *Sepulveda v. Cnty. of El Paso*, 170 S.W.3d 605 (Tex. App.—El Paso 2005) (while the road in question was dedicated in a plat, the county did not accept it into the maintenance system); *Brazoria Cnty. v. Davenport*, 780 S.W.2d 827 (Tex. App.—Houston [14th Dist.] 1989) (county had notice that the sidewalk on the premises of the county prenatal clinic was slippery due to faulty pipe).

However, these cases are distinguishable. In *Porter*, the court determined that the curb in question was considered part of the county roadway, not the sidewalk. *See Porter*, 224 S.W.3d at 859. In *Sepulveda*, the court found that while the county did not have a duty to maintain the county road, when the county directed a private company to build a berm on the road thus creating a dangerous condition, the county assumed the duty to warn or make safe that dangerous condition. *Sepulveda*, 170 S.W.3d at 616. Finally, in *Davenport*, the sidewalk in question was located on county property directly next to a county building, and a county nurse was leading the plaintiff and twenty other pregnant women from one part of the clinic to another. This case

involved county-owned property and did not constitute a “sidewalk” in the traditional definition found in the Transportation Code or relevant to an analysis of a duty to maintain as part of a roadway. *See Davenport*, 780 S.W.2d at 829.

Homeowners associations (“HOAs”) have the authority to maintain sidewalks in subdivisions with funds received from homeowners through the collection of assessments. *See Walton v. Midland Mira Vista Homeowners' Ass'n*, No. 11-12-00214-CV, 2014 WL 4662325, at *5 (Tex. App. Sept. 18, 2014). It is quite common for subdivision declarations to include such provisions. *Id.* As Mr. Flahive notes, the Texas Water Code grants municipal utility districts (“MUDs”) with the authority to maintain public sidewalks. *See TEX. WATER CODE ANN.* §§ 49.462, .464. MUDs can fund such maintenance through bonds and ad valorem taxes. *See id.* §§ 49.464(d), .4645. While Mr. Flahive would prefer that entities other than the MUD provide maintenance for sidewalks located in the MUD, counties do not have the statutory authority to maintain sidewalks, unlike cities, HOAs, and MUDs.

It is well acknowledged that a commissioners court’s approval of a plat for filing purposes does not constitute acceptance of the dedicated streets and roads for county maintenance. *See Miller v. Elliott*, 94 S.W.3d 38, 45 (Tex. App.—Tyler 2002, .pet. denied); *Comm’rs Ct. v. Frank Jester Dev. Co.*, 199 S.W.2d 1004, 1007 (Tex. Civ. App.—Dallas 1947, writ ref’d n.r.e.); Tex. Att’y Gen. Op. Nos. JC-503 (2002), JC-0172 (2000), JM-317 (1985), JC-503 (2002) (emphasis added). A dedication of streets and roads on a plat constitutes a mere offer. *See Frank Jester Dev. Co.*, 199 S.W.3d at 1007. Dedication in the plat does not make them county roads, and as such, the county has no obligation to maintain them unless the county formally accepts the dedication and the roads into the county maintenance system. *See id.*; *see also* Tex. Att’y Gen. LO-95-064 (1995). Once accepted by an official act of the commissioners court, the county has the obligation to maintain the streets. *See Frank Jester Dev. Co.*, 199 S.W.2d at 1007.

The Texas Local Government Code requires a subdivider of a tract in an unincorporated area of the county to prepare and have recorded in the county clerk’s records a plat of the subdivision. *See TEX. LOC. GOV’T CODE ANN.* § 232.001(a). The plat must include the streets, alleys, and other areas “to be dedicated to public use.” *Id.* § 232.001(a)(3). The plat may not be recorded until the plat is approved by the commissioners court. *Id.* § 232.002(a). The approval of a plat and filing of the plat in the county clerk’s records does not constitute acceptance of the roads, streets, and other public right-of-ways for county maintenance. *See Frank Jester Dev. Co.*, 199 S.W.3d at 1004; *see also* Tex. Att’y Gen. LO-95-064. Acceptance of the roads included in the plat dedication must be approved by the commissioners court and notated in the court’s minutes or established by implication in some other method. *See Frank Jester Dev. Co.*, 199 S.W.3d at 1004; *see also* Tex. Att’y Gen. LO-95-064 (prescription, implied dedication, etc.).

Williamson County approved plats in 1984 and 1985 for the Milwood subdivision that dedicated rights-of-way to Williamson County, including Dallas Drive. The plat includes the following language:

Said Commissioners Court assumes no obligation to build or maintain any of the streets, roads, or other public thoroughfares shown on this plat, or of constructing any of the bridges or culverts in connection therewith. It is further understood that upon completion of the aforesaid obligations of the developer and 60% occupancy of the lots along the roadways and streets in the subdivision has been achieved, and all driveway drainpipes have been installed

on written permission from the county commissioners court, [] assumes full responsibility for maintenance of said streets and roads.

See RQ-0061-KP, Exhibit B.

The first sentence in this plat approval is very similar to the language in *Kunefke v. Calhoun County*, in which that court found that while the Calhoun County Commissioners Court accept the subdivision plat, the streets were not accepted for county maintenance. *Kunefke v. Calhoun Cnty.*, No. 13-05-006-CV, 2006 WL 1553261 (Tex. App. June 8, 2006). The plat in *Kunefke* contained an express dedication of “the use of the roads, streets, waterways, and passageways to the public forever.” *Id.* at *1. However, the plat also included language stating that the streets were “not accepted for county maintenance at this time” and that “the streets are not being accepted for county maintenance until they are constructed in accordance with County regulations.” *Id.*

Here, the Williamson County Commissioners Court clearly stated that the county assumed no obligation to maintain any of the street, roads, or other public thoroughfares in the Milwood subdivision. *See* RQ-0061-KP, Exhibit B. Additionally, the plat states that once 60% occupancy of the subdivision is achieved, the county would assume full responsibility “for the maintenance of said streets and roads.” *Id.* Nowhere in the plat acceptance does it state that the county would maintain the sidewalks located in the Milwood subdivision. *Id.* The only reference to sidewalks on the plat is contained in the “Sidewalk Note” which only designates the location of the sidewalks in the Milwood Subdivision. *Id.* (“Sidewalks shall be located on both sides of Dallas Drive, the east side of Dringenberg Drive, the south side of Saralee Trail and North Ute Trail.”)

Williamson County adopted subdivision regulations on October 8, 1979. *See* Williamson County Subdivision Regulations 1979, Exhibit B. These regulations were on record at the time the plat for the Milwood Subdivision was reviewed and accepted by the county. *Id.* These regulations state that:

The owners (*sic*) or owners shall be responsible for maintenance of all streets or roads within a subdivision until such time as there is 60% occupancy of, or improvement by construction of homes on 60% of said streets or roads shown on the subdivision. The County will then accept the maintenance of said *streets*. When accepted for maintenance by the County, such maintenance shall include the moving (*sic*) right-of-way between property lines and curb and maintenance of the median in divided streets. In the event an owner desires to obtain acceptance by the County of said roads and streets for permanent maintenance prior to the time of 60% occupancy of the lot adjoining said streets or roads . . . said owner or owners shall give a good and sufficient surety bond . . . for each linear foot of street or road to be maintained”

Id.

The statutory rule of construction is to ascertain and give effect to the intent of the legislative body. *Zanchi v. Lane*, 408 S.W.3d 373, 376 (Tex. 2013). Commissioners court duties include legislative, executive, and judicial functions. *Brown v. Lubbock Cnty. Comm'rs. Court*, 185 S.W.3d 499, 505 (Tex. App.—Amarillo 2005, no pet.). When the commissioners court adopts regulations, such as subdivision regulations, it is acting in a legislative capacity; therefore,

the legislative intent behind the regulations is revealed in the legislative language. *See id.*; *In re Office of Att'y Gen.*, 422 S.W.3d 623, 629 (Tex. 2013) (orig. proceeding) (quoting *Entergy Gulf States, Inc. v. Summers*, 282 S.W.3d 433, 437 (Tex.2009)).

Under the subdivision regulations, Williamson County provided conditions for acceptance of paved streets into the county road system. It is clear from the language in the subdivision regulations that Williamson County never accepted the responsibility to maintain sidewalks within subdivisions. If that was the case, the commissioners court would have included language incorporating the sidewalks and establishing construction standards for them. Additionally, the commissioners court would have included language and required a good and sufficient bond for each linear foot of sidewalks to be maintained as sidewalks in subdivisions require funds for such maintenance. The 1979 subdivision regulations do not include any reference to sidewalks and do not include provisions for the maintenance for structures other than the paved streets necessary to protect the public's use of public roads.

On May 31, 1988, the Williamson County Commissioners Court accepted the *streets* in the Milwood Subdivision for county maintenance. *See* Order Adopting Milwood Streets, Exhibit A. At no point did the county accept the sidewalks in the Milwood subdivision. *Id.* The stated purpose of the 1979 subdivision regulations were to “[p]revent the Williamson County Road Bridge Department from being burdened with substandard streets or roads in the future.” *Id.* Milwood is also subject to mandatory deed restrictions that state, “[t]he owner of each lot shall construct, at his cost and expense and prior to his occupancy of the dwelling, sidewalks, if any, as required by the City of Austin, or any other political subdivision in the State of Texas in which the lot is located, or as set forth on the recorded subdivision plat.” *See* Milwood Deed Restriction § III, Exhibit F. The deed restrictions also require homeowners to “maintain premises and the improvements situated thereon in a neat and orderly manner.” *See id.* § V. Failure to maintain such improvements, including sidewalks, allows the Architectural Control Committee “to enter upon said lot and to repair, maintain and restore the lot and exteriors of the buildings and any other improvements erected thereon, all at the expense of the owner.” *Id.*

The language contained in the subdivision plat, order adopting the subdivision streets, and the deed restrictions makes it clear that maintenance of the sidewalks in the Milwood subdivision was never accepted by Williamson County and the obligation of the homeowner. *See* RQ-0061-KP, Exhibit B (“[county] assumes full responsibility for maintenance of said *streets and roads*”); Order Accepting Streets, Exhibit C (“Motion made . . . to accept the *streets* in Milwood Subdivision . . . for County maintenance.”); Milwood Deed Restrictions §§ III, V, Exhibit F (“[t]he owner of each lot shall construct, at his cost and expense and prior to his occupancy of the dwelling, *sidewalks*, if any, as required by the City of Austin, or any other political subdivision in the State of Texas in which the lot is located, or as set forth on the recorded subdivision plat . . . maintain and restore the lot and exteriors of the buildings and any other improvements erected thereon, all at the expense of the owner.”). To construe this language to impart any type of maintenance obligation on the county would be contrary to the clear meaning and intent contained in these documents and contrary to the legislative intent of the commissioners court.

Similar language appears in other subdivisions throughout Williamson County. *See* Blockhouse Creek Deed Restrictions art. 5.15, Exhibit G (“The Owner of each lot is hereby required to construct or cause to be constructed a concrete sidewalk in the public street right-of-way adjacent to such Lot in accordance with the specifications below . . . If not otherwise

provided, the Owners shall extend sidewalks . . . in accord with all Federal, State, County and City regulations. []. Each Owner shall be responsible for the maintenance and repair of the sidewalk adjacent to his lot after construction.” Executed Septemeber 9, 1986); *see also* Cat Hollow at Brushy Creek Deed Restrictions, Exhibit H § 3.33 (“The Owner of each Lot is hereby required to construct or cause to be constructed a concrete sidewalk in the public street right-of-way adjacent to each Lot in accordance with the specifications set forth below . . . Each Owner shall be responsible for the maintenance and repair of the sidewalk adjacent to his Lot after construction.” Executed August 22, 1989); *see also* The Meadows of Brushy Creek Covenants and Restrictions, Exhibit I (“The Owner of each Lot is hereby required to construct or cause to be constructed a concrete sidewalk in the public street right-of-way adjacent to each Lot in accordance with the specifications set forth below . . . Each Owner shall be responsible for the maintenance and repair of the sidewalk adjacent to his Lot after construction.” Executed December 31, 1986). It is clear that many homeowners in unincorporated parts of Williamson County are obligated to maintain the sidewalks located on their property. The examples noted above demonstrate that these deed restrictions were executed contemporaneously as the subdivision the subject of this request. It was common practice for subdivision to require homeowners to maintain the sidewalks in the subdivision at the time of Milwood’s creation and continues to be the county policy today.

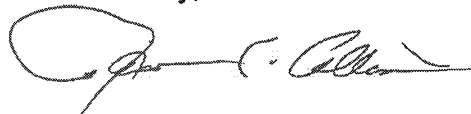
On July 20, 1992, acting pursuant to section 232.002 of the Texas Local Government Code, the Commissioners Court of Williamson County adopted new subdivision regulations governing the subdivision of land in the county. *See* Williamson County Subdivision Regulations 2000, Exhibit C. These regulations were further revised on October 19, 1992; March 15, 1993; January 24, 1995; and February 1, 2000. The current version of subdivision regulations were revised on May 9, 2013. *See* Williamson County Subdivision Regulations, revised draft as of 5/9/2013, Exhibit D. In these more recent regulations, Williamson County included specific language that excludes sidewalks from county maintenance.

- 1) “If landscaping and/or irrigation are proposed within the right-of-way, the owner shall create a body (municipal utility district, homeowners association, neighborhood association, etc.), that will be responsible for the maintenance and liability of the landscaping and/or irrigation system. This body shall have assessment authority to insure the proper funding for maintenance. A landscape maintenance agreement will be executed between Williamson County and the body prior to the acceptance of construction.” *See id.* § 5.7, revised draft February 1, 2000 (underlined section added to the February 2000 version, all other sections present in earlier drafts).
- 2) “The County will not accept a road for maintenance without the following preconditions: A dedication to the public of an easement of fee interest in the entire roadway . . .” Williamson County Subdivision Regulations § B3.5.1, revised draft February 1, 2000 (underlined section added to the February 2000 version, all other sections present in earlier drafts), Exhibit D.
- 3) “The County will assume no responsibility for drainage ways or easements in the subdivision, other than those running on or along the streets and roads. Maintenance and liability of landscaped areas within the right-of-way will be the responsibility of the developer, the municipal utility district, neighborhood association, or other owner entity.” *Id.* § 6.6, revised draft February 1, 2000 (language in section 6.6 included in prior versions of this subdivision regulation).

- 4) "Where the subdivision affects a county road, the Commissioners' Court shall determine the right-of-way width which will be necessary for the maintenance and improvement of the road." *Id.* § 6.6, revised draft February 1, 2000
- 5) "Any improvements proposed within the right-of-way including, but not limited to, irrigation, landscaping, sidewalks, subdivision identification signs, etc. shall be maintained in accordance with an executed license agreement between the County and the Owner." *Id.* § 5.3, revised draft as of 5/9/2013.
- 6) "If landscaping, irrigation, sidewalks, illumination, water quality ponds, etc. are proposed within the right-of-way, the Owner shall create a mandatory homeowners association that shall be responsible for the maintenance and liability of these features. This organization shall have assessment authority to insure the proper funding for maintenance. A maintenance agreement shall be executed between the County and the organization prior to acceptance of the construction." *Id.* § 7.8, revised draft as of 5/9/2013.
- 7) "The County will assume no responsibility for drainage ways or easements in the subdivision outside of the roadway right-of-way. Maintenance and liability of improvements including but not limited to landscaping, illumination, sidewalks, water quality ponds, or any other improvements required by other governmental agencies shall not be the responsibility of the County." *Id.* § 8.6, revised draft as of 5/9/2013

Based on these provisions of subdivision regulations that have been on file since prior to Williamson County's approval of the streets in the Milwood Subdivision and additional provisions adopted more than twenty (20) years ago, Williamson County does not have the obligation to maintain the sidewalks in subdivisions in the county. The county has no statutory authority to maintain sidewalks and to infer such a requirement would be inapposite to legislative intent. Cities, MUDs, HOAs, and homeowners, on the other hand, have the legal authority to maintain the sidewalks at issue and also the legal mechanisms to provide funding for the projects. Therefore, Williamson County does not have either the authority or obligation to maintain the sidewalks in question. Even assuming that a county could assume the obligation to maintain sidewalks, there are clearly factual issues concerning the status of the sidewalks in question that prevent the determination of their status through the opinion process.

Sincerely,



James P. Allison
General Counsel

ATTACHMENT 2
BRIEF OF TEXAS CONFERENCE OF URBAN COUNTIES



Chairman

Commissioner
Bobbie Mitchell
Denton County

Chair Elect

Judge
Veronica Escobar
El Paso County

Immediate Past Chair

Commissioner
Eddie Arnold
Jefferson County

Vice-Chairmen

Comm. Tim Brown
Bell County

Judge Ed Emmett
Harris County

Comm. Fred Nardini
San Patricio County

Judge Glen Whitley
Tarrant County

Judge Dan Gattis
Williamson County

Comm. Kevin Burns
Wise County

Executive Director

Donald Lee

Member Counties

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

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

Office of the Attorney General
Attn: Opinion Committee
P.O. Box 12548
Austin, Texas 78711-2548

December 14, 2015

Re: **RQ-0061-KP**
Duty of Counties to Maintain Sidewalks

Dear Opinion Committee Members:

Whether a county has a duty to maintain a sidewalk may be a question that requires the resolution of fact, and therefore not appropriate for the opinion process. For example, whether a county owns the underlying real property in fee or merely has an easement will be a threshold question. Likewise, specific dedication and acceptance language may be determinative, as may be specific county subdivision regulations pertaining to objects in county owned right-of-way.

If, however, it is determined that the instant request is appropriate for the opinion process, then we note that the request does not involve a situation in which the county has expressly accepted responsibility for maintaining sidewalks. Instead, the instant request covers situations in which a county has approved plats that indicate the developer will construct sidewalks within the right-of-way dedicated to the public and the county has accepted only the roads into the county road system.

In the situation covered by the instant request, a county does not assume legal responsibility for maintaining sidewalks merely by approving a plat or accepting a road into the county road system.

As pointed out in the brief of Armbrust & Brown, PLLC, submitted with the opinion request, there is no authority holding a county has an obligation to maintain sidewalks within right-of-way dedicated to the public. Armbrust & Brown, however, assert that because sidewalks are defined in the Transportation Code to be part of a street, a county's obligation to maintain roads must by necessity include an obligation to maintain any sidewalks located in the right-of-way of the road.¹

¹ Armbrust & Brown cite a Texas Supreme Court case that references old appellate court cases to support Armbrust & Brown's assertion that sidewalks are part of a street itself. The Texas Supreme Court case also references § 316.001, Transportation Code.

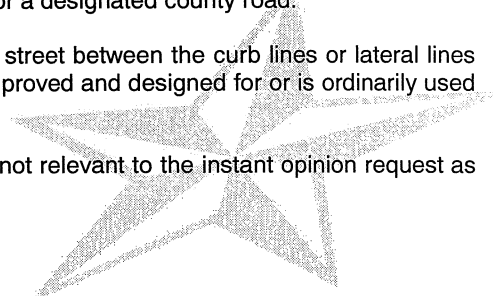
The cited cases concern municipal streets, as does § 316.001, Transportation Code, which states:

Sec. 316.001. DEFINITIONS. In this subchapter:

(1) "Municipal street" means the entire width of a way held by a municipality in fee or by easement or dedication that has a part open for public use for vehicular travel. The term does not include a designated state or federal highway or road or a designated county road.

...
(3) "Sidewalk" means the portion of a municipal street between the curb lines or lateral lines of a roadway and the adjacent property lines that is improved and designed for or is ordinarily used for pedestrian travel.

The cited cases and § 316.001, Transportation Code, are not relevant to the instant opinion request as it does not concern municipal streets.



§ 541.302(16), Transportation Code, defines “sidewalk” to mean the portion of a street that is: (A) between the curb or lateral line of a roadway and the adjacent property line; and (B) intended for pedestrian use. But Subtitle C of the Transportation Code (“Rules of the Road”) does not ascribe ownership of, or a duty to maintain, sidewalks to any individual or entity. Instead, the subtitle addresses permitted uses of sidewalks. The definition of “sidewalk” distinguishes accommodations for public pedestrian travel from private accommodations, such as private walkways.

Armbrust and Brown assert that a county that has accepted a publicly-dedicated road has a responsibility to maintain the road. That statement should not be interpreted to mean approval of a plat that includes a dedication of a road imposes a maintenance obligation on the county. Rather, only acceptance of the road into the county road system will result in a maintenance obligation on a county. Here is a good explanation of the law on this point as found in Attorney General Opinion No. GA-0513 (2007):

It has long been established that “dedication is a mere offer” and a commissioners court’s approval of a plat filing that contains a dedication does not constitute an acceptance of the dedication. *Langford v. Kraft*, 498 S.W.2d 42, 49 (Tex. Civ. App.-Beaumont 1973, writ ref’d n.r.e.; writ dismissed w.o.j.); see also TEX. LOC. GOV’T. CODE ANN. § 232.002 (Vernon 2005) (requiring county approval of plats). Once a road dedicated to the public is accepted, either expressly by the county or by the public on the county’s behalf, it is a public road. See *Stein v. Killough*, 53 S.W.3d 36, 42 n.2 (Tex. App.- San Antonio 2001, no pet.). However, until a county, through its commissioners court, expressly accepts a public interest in a road dedicated in a plat, that road is not included in the county’s road maintenance system, even though the road may have already become public by the public’s acceptance of it. See *Miller v. Elliott*, 94 S.W.3d 38,45 (Tex. App.- Tyler 2002, pet denied); *Comm’rs Ct. v. Frank Jester Dev. Co.*, 199 S.W.2d 1004, 1006-07 (Tex. Civ. App.- Dallas 1947, writ ref’d n.r.e); Tex. Att’y Gen. Op. No. GA-0139 (2004) at 4.

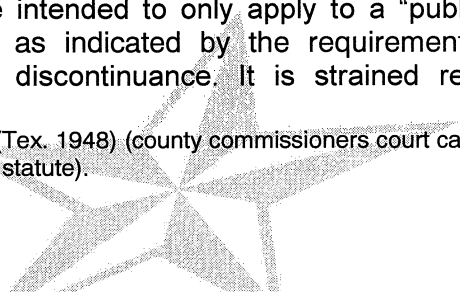
GA-0513 at 2.

A county does not have an obligation to maintain a road dedicated to public use unless the county accepts the road into the county road system by official action of the commissioners court, and a county likewise does not have an obligation to maintain sidewalks simply because an approved plat shows sidewalks within the right-of-way dedicated for public use.

And a county does not have an obligation to maintain a sidewalk within the right-of-way of a road accepted into the county road system. As previously stated, there is no statute requiring such maintenance, and no court has ever found such an obligation.² Instead, as the holder of an easement, a county is free to permit private structures – such as sidewalks – within the right-of-way, subject to removal at the request of the county such as when the county needs the right-of-way for road purposes, including widening, road maintenance, drainage, etc.

Additionally, the assertion that a county must follow statutory procedures for “discontinuance” of a road when discontinuing a sidewalk is an unreasonable interpretation of the relevant statutory provisions on discontinuance of a public road. The provisions of Sections 251.001 and 251.051, Transportation Code, on road discontinuance were intended to only apply to a “public road” used for vehicular passage, not pedestrian use, as indicated by the requirement that a “replacement” road be established prior to road discontinuance. It is strained reasoning

² See *Canales v. Laughlin*, 147 Tex. 169, 214 S.W.2d 451, 453 (Tex. 1948) (county commissioners court can only exercise such powers as conferred by the Texas Constitution or statute).



unsupported by legal authority to suggest that road discontinuance and establishment of a replacement road for vehicle use equally applies to sidewalks for pedestrian use.

Armbrust & Brown has not raised the issue of private driveways that encroach public right-of-way. Counties don't maintain the portion of private driveways between the edge of the right-of-way dedicated to public use and the roadway used for vehicle traffic. Yet Armbrust & Brown's logic would require such maintenance by a county. The law should not be interpreted to impose such a drastic financial obligation on taxpayers unless the obligation is express in statute.

No court has ever found that a county may be liable for the condition of sidewalks located within the right-of-way of a county road. But whether or not such liability may exist is simply not relevant to the issue of whether a county has a duty to maintain sidewalks. For instance, a county may avoid liability under the Tort Claims Act by notifying those that installed sidewalks of their obligation to maintain the sidewalks.³

One additional wrinkle is involved here, and that is the overlapping authority of counties and municipalities regarding approval of development plats. Prior to 2001, both a county and a municipality had authority over platting within the extraterritorial jurisdiction of the municipality. Municipalities have long had authority to require amenities, such as sidewalks, as a condition of approving proposed development plats; while counties had no such authority.⁴ So when submitting a plat for approval, a developer may have been required to include sidewalks to satisfy municipal requirements. By approving that plat – a ministerial requirement if the plat met all of the county's subdivision regulations – the county did not accept the responsibility for maintaining the sidewalks.⁵

The Milwood subdivision mentioned in the Armbrust & Brown brief was built in several sections, plats for which were approved by both Williamson County and the City of Austin over the course of several years. At no time did Williamson County express an intent to accept maintenance responsibility for any sidewalk. This is true not just for Milwood, but for all development plats approved by Williamson County. The Williamson County Sidewalk Maintenance and Repair Policy ("Sidewalk Policy") was adopted in 2013 in response to numerous requests to the county for sidewalk repair. The Sidewalk Policy was adopted not to divest Williamson County of any maintenance obligation (as it had none), but rather as a means to notify the public that the County was not responsible for sidewalk maintenance.

Thank you for your kind consideration of these comments.

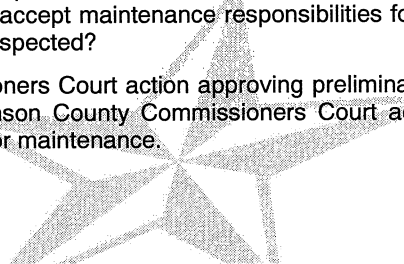
Sincerely,

John B. Dahill
General Counsel

³ Attachment 1 is restrictive covenants for a subdivision in Williamson County that clearly place the obligation for construction and maintenance of sidewalks on abutting property owners.

⁴ Attachment 2 is the restrictive covenants for Milwood section 27-A filed in the real property records of Williamson County. Note the developer imposed a requirement on homeowners to construct sidewalks as required by the City of Austin or any other political subdivision. By passing this requirement to homeowners, sidewalks may not be constructed until long after plat approval. Why would a county accept maintenance responsibilities for infrastructure that had not yet been constructed and, therefore, could not be inspected?

⁵ Attachment 3 is an example of Williamson County Commissioners Court action approving preliminary plats for the Milwood subdivision. Attachment 4 is an example of Williamson County Commissioners Court action accepting streets in the Milwood subdivision into the county road system for maintenance.



Commissioners Court - Regular Session**27.****Meeting Date:** 01/12/2016

web based benefits system

Submitted By: Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on awarding RFP#1509-011, Hosted Solution Service - Web Based Benefit Enrollment System to the best proposal, Winston Financial Services, Inc.

Background

Williamson County is desiring a solution partner to provide a hosted, web-based information, enrollment, and tracking system for benefits, with the capability of real time reporting and compliance while being educational, user-friendly, and informative for Williamson County employees. Three (3) proposals were received. After meeting all mandatory requirements and in depth evaluation by the Evaluation Committee with Criteria ranging from Firm's qualifications and experience, employer capabilities, reporting, as well as employee capabilities, and upon approval by the Benefits Committee, Winston Benefits, the highest scoring proposer is recommended to be awarded this contract due to meeting best the needs of the County.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[score sheet](#)[recommendation letter](#)[Master Services Agreement](#)[SOW](#)[Certificate of Interested Parties](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:53 AM

Started On: 12/28/2015 11:44 AM

WILLIAMSON COUNTY SCORING SUMMARY
RFP#1509-011, Hosted Solution Service – Web Based Benefit Enrollment System
October 26, 2015 at 8:30AM

Mandatory Requirements					
System Requirements			Benefit Focus	MGM Benefits Group	Winston Benefit
			Respondent Results Met=check Did not meet = 0	Respondent Results Met=check Did not meet = 0	Respondent Results Met=check Did not meet = 0
Description					
Key System Requirements & Capabilities	Pass/Fail	Est. Go Live Pilot Admin Access: 9/1/2015 Est. Go Live Employees: 10/1/2015	Web based/ User Friendly	Web based/ User Friendly	Web based/ User Friendly
Hosted Solution Service	Pass/Fail	Respondent to Host Web Based System	X	X	X
Online Enrollment: - Open Enrollment - Qualified Life Event - New Hire	Pass/Fail	Web Based Hosted System in which employees/retirees may complete enrollment from a mobile device, personal computer or work computer (24 hours, 7 days week)	X	X	X
System integration	Pass/Fail	Ability to establish integration: 2-way file feeds with County's Payroll/HR system and 1-way file feeds with Respondents.	X	X	X
View Benefit Elections	Pass/Fail	System ability for both employees and employer to view benefit elections	X	X	X
No outsourcing of database hosting, development services, support, etc.	Pass/Fail	No outsourcing of database hosting, development services, support, etc.	X	X	X

WILLIAMSON COUNTY SCORING SUMMARY continued
RFP#1509-011, Hosted Solution Service – Web Based Benefit Enrollment System
October 29, 2015 at 10:30AM

Explanation of scoring:

5=significantly exceeds requirements; 4=marginally exceeds requirements; 3=meets requirements; 2=marginally meets requirements; 1= does not meet requirements

Criteria	Maximum Score Points	Benefit Focus	MGM Benefits Group	Winston Benefits
Firm's qualifications & capabilities	5	2	1	4
Employer capabilities <ul style="list-style-type: none"> - Data feeds - Open enrollment - Alerts - Ease of use 	5	2	1	4
Reporting <ul style="list-style-type: none"> - Standard Reports - Ad Hoc report capabilities / ease 	5	2	1	3
Employee capabilities <ul style="list-style-type: none"> - Viewing / selection of benefits - Decision tools - Forms availability - Benefit statements 	5	2	2	4
Cost	5	1	3	3
Total	25	9	8	18

WILLIAMSON COUNTY SCORING SUMMARY continued
RFP#1509-011, Hosted Solution Service – Web Based Benefit Enrollment System
October 29, 2015 at 10:30AM

Purchasing Representative (non-voting)

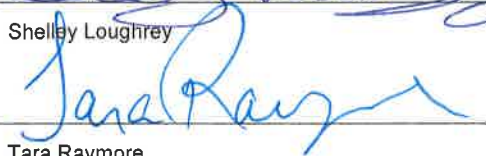

Kerstin Hancock

Voluntary Committee Member (non-voting)


Gary Hysell

Selection Committee Members (voting)


Shelley Loughrey

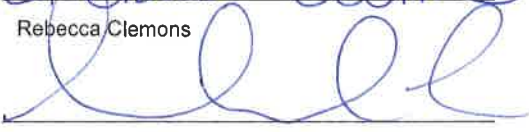

Tara Raymore


Terron Evertson


Alison Whetston

for (MINNIE BETEILLE)


Rebecca Clemons


Shannon Francis



Arthur J. Gallagher & Co.

December 31, 2015

Kerstin Hancock- Deputy Purchasing Agent
Williamson County
901 S. Austin Ave
Georgetown, TX 78626

Re: Benefit Administration vendor – Winston Benefits

Dear Kerstin:

This letter is Gallagher's recommendation to accept the Winston Benefits administration platform of Benefit Insite as Williamson County's system. Below are the areas of review in coming up with our recommendation

Williamson County received bids from 3 organizations; MGM Benefits, Benefit Focus, and Winston Benefits. In reviewing the bidders, we reviewed the firm's qualifications, employer capabilities (including data fees, alerts, ease of use), reporting (standard, ad-hoc, and ACA), employee capabilities (open enrollment process, decision tools, forms availability, benefit statements) and cost. Scoring of the bidders was done on a 5 point system for each category, with a total of 25 points possible. Total scoring had Winston with 18 points, Benefit Focus with 9 and MGM Benefits with 8.

Winston Benefits scored equal to or higher than the other bidders on all categories. Their system was easy to navigate through and was simple to follow. Reporting capabilities were good, both on the standard and ad-hoc basis. Additionally, ACA reporting was included in their pricing. Employee capabilities were clearly better with Winston in the ease of viewing benefits on a side by side basis, decision support tools to assist with the open enrollment process, and the ability of the system to house the forms needed for various HR functions (evidence of insurability, SPDs / SBCs, other HR forms as needed). Finally, the cost for Winston, (approximately \$85,000 annually) was within the approved budget of \$110,000.

Sincerely,

Gary Hysell
Account Executive
Gallagher Benefit Services

Winston Financial Services, Inc. - Master Services Agreement

This Master Services Agreement (hereinafter referred to as the "MSA"), made this January 5, 2016 is by and between Williamson County, an Texas corporation ("Customer") having its principal place of business at 710 S. Main Street, Georgetown, Texas 78627, and Winston Financial Services, Inc., located at 2399 Highway 34, Suite C2, Manasquan, NJ 08736 (hereinafter referred to as "Winston").

This MSA and the one or more attached Appendices and Statements of Work (each an "SOW"), each fully incorporated herein; together comprise the complete agreement between the parties ("Agreement") regarding those Services to be provided hereunder.

In consideration of the mutual promises contained in this Agreement, Customer and Winston agree as follows.

1. Nature and Scope of Services.

We shall provide the Services described in each SOW upon the terms and conditions specified in this MSA and the applicable SOW. Specifications and additional applicable terms shall be set forth in the SOW for the Services.

Notwithstanding any provision of this Agreement, we do not assume any responsibility for (i) the general design of any Plan or Program, (ii) the adequacy of the Plan or Program funding, or (iii) any act or omission or breach of duty by Customer, nor are we in any way to be deemed an insurer, underwriter, or guarantor with respect to any benefits under a Plan or Program. Nothing in this Agreement shall be deemed to impose upon us any obligation to any employee of Customer or any person who is participating in a Plan or Program ("Participant").

WINSTON IS NOT AN ADMINISTRATOR, PLAN ADMINISTRATOR OR FIDUCIARY AS DEFINED UNDER ERISA. The Customer acknowledges, agrees and warrants that the Customer is the named administrator, plan administrator and/or fiduciary within the meaning of ERISA for any and all of Customer's Plan or Programs, as applicable, and, notwithstanding anything to the contrary contained herein, we are not a fiduciary nor do we have any discretionary authority with respect to nor control over such Plan or Programs, or any plan assets relating to same. It is understood and agreed that Customer and/or the relevant Plan or Programs have full and final authority and responsibility for the Plan, Programs, plan assets, and operation of same including without limitation, the authority and responsibility for administering, construing and interpreting the provisions of the Plan and the Programs and making all determinations and exercising all discretion there under, responsibility for the benefits structure of the Plan and Programs, claims and appeals decisions, cost containment Program decisions, utilization benefits management, compliance with the requirements of COBRA, compliance with the reporting and disclosure requirements of ERISA, compliance with the requirements of HIPAA, and compliance with any other state and federal law or regulation applicable to the Customer, the Plan or the Programs. We shall not have any duty or power to act on behalf of Customer or any participant or beneficiary in connection with such Plan or Programs other than as expressly stated in this Agreement or upon instruction and direction from the Customer. All final determinations as to a Participant's entitlement to coverage or benefits under the Plan or a Program are to be made by Customer, including any determination upon appeal of a denied claim for Program benefits, unless such determination is to be made by the applicable insurance carrier pursuant to the terms of the Plan or Program.

The Customer shall provide any and all necessary and appropriate instruction with respect to Services set forth in any SOW hereunder regarding the Customer's operation of the Plan or Programs. Winston shall exclusively rely on instruction from the Customer with respect to the operation of such Plan or Programs and shall be entitled to conclusively rely on any written communication received from the Customer, which it reasonably believes to be genuine and signed by a person with apparent authority to issue such a communication. Winston shall then be under no duty to make an investigation or inquiry as to the truth, accuracy, or completeness of any statement or information contained therein.

Customer acknowledges that we are not providing tax or legal advice and that Customer shall be solely responsible for determining the legal and tax status of the Program and the Plan. Winston does not accept any fiduciary or trust responsibilities in connection with the performance of the Services except to the extent required by applicable law.

2. Information From Customer

Customer agrees to and is responsible to promptly provide us with all information we reasonably require to perform the Services hereunder, including without limitation the Plan and Program documents and any Plan or Program amendments, all necessary Plan

information, rates, eligibility rules, exceptions, grand-fathering rules, class distinctions, elimination periods, waiting periods, contributions, census reports, enrollment materials, forms, and booklets. Such information shall be provided in such format, electronic or otherwise, as may be requested by us to perform the Services. Customer shall notify us of any changes to the Plan or Program at least thirty (30) days before the effective date of such changes.

Customer shall be responsible for ensuring the accuracy of its census/eligibility and other files and information provided and shall be solely responsible for any inaccuracies contained therein, except for files modified by us. We shall have no liability to Customer or any Participant as a consequence of an inaccurate file except for files materially modified by us, and we shall not have any obligation as a consequence of Customer failing to review any census/eligibility file for accuracy. Winston shall assume that all such information is complete and accurate and is under no duty to question the completeness or accuracy of such information.

3. Billing and Payment Terms.

Pricing and Compensation. Customer agrees to pay the fees and/or make appointments as specified in each Statement of Service as payment for corresponding Services.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The 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 The 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.

Taxes. Prices are exclusive of all sales, use and similar taxes. Customer is responsible for paying the amount of any applicable sales, use or service tax, fees or charges for Services delivered and invoiced to Customer (except for any franchise tax, withholding tax or any tax imposed on Winston's net income), which Winston may be required to collect because of its performance of this Agreement.

Invoices. Customer will be invoiced monthly and pay the agreed upon fee to Winston within 30 business days of the date of the invoice. We may accept any payment without prejudice to our right to recover any remaining balance or to pursue any other remedy available to us.

Payment Dispute: You must notify us of any dispute concerning any payment within 30 business days after receipt of the invoice. Winston and Customer will use their good faith efforts to resolve any disputed fee amount or refusal of payment. We may, in addition to asserting any of our other rights, suspend any further services if your non-payment continues beyond 60 business days.

4. Term and Termination.

This Agreement shall become effective on the Effective Date and shall continue in effect until terminated as specified in this Section ("Term"), subject to any effective date provision in an SOW.

Initial Term shall commence on January 5, 2016 and terminate on January 4, 2019. The agreement shall automatically renew for additional one (1) year terms, and may be terminated by Williamson County upon at least sixty (60) days written notice to Winston prior to the expiration of annual term of its intent not to renew.

Automatic Termination. This Agreement shall automatically terminate as of the earliest of the following: (1) the effective date of any legislation which makes this Agreement illegal; (2) the date Customer becomes insolvent, or bankrupt, or subject to liquidation, receivership, or conservatorship; or (3) the termination date of the Plan and the Programs, subject to any agreement between Customer and Winston regarding payment of benefits after such Plan or Programs are terminated.

Optional Termination. This Agreement may be terminated as of the earliest of the following: (1) by Winston upon the failure of Customer to pay any undisputed charges within sixty (60) business days after written notice to Customer; (2) by Winston upon the failure of Customer to perform its obligations in accordance with this Agreement other than payment of fees for Services which failure has not been cured within 60 days of notice to Customer by Winston of such failure or substantial steps taken towards the cure and diligently pursued; (3) by Customer upon the failure of Winston to perform its obligations in accordance with this Agreement which failure has not been cured within 30 days of notice to Winston by Customer of such failure; or at any time at the option of either party, without *future or prospective* liability for performance upon giving one hundred twenty (120) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.

Limited Continuation After Termination. If this Agreement is terminated, Customer and Winston may mutually agree in writing that this Agreement shall continue for the sole purpose of providing certain Services with respect to certain payment of any Plan or Program benefits, expenses, or claims incurred prior to the date of Program such termination. In addition, if this Agreement is terminated while a Program continues in effect, Customer and Winston may mutually agree in writing that this Agreement shall continue for the purpose of payment of any claims for which requests for reimbursements have been received by Winston before the date of such termination. If this Agreement is continued in accordance with this subsection, Customer shall pay the Service Fee incurred during the period that this Agreement is so continued and a final termination fee equal to the final month's Service Fee.

Damages for wrongful termination. In the event this Agreement is terminated by Customer for any reason other than as set forth in this Section, Customer shall pay Winston within 30 days of the date of such termination an amount equal to the sum of any Service Fees unpaid as of the date of such termination.

Survival of Certain Provisions. Termination of this Agreement shall not terminate the rights or obligations of either party arising out of a period prior to such termination. The indemnity, confidentiality, privacy, and security provisions of this Agreement shall survive its termination.

5. Intellectual Property Rights.

Ownership. Each party agrees that except as provided below, it shall acquire no right, title or interest in or to the other party's information, software, data, tools, processes or methods, or any copyrights, trademarks, service marks, trade secrets, patents or any other intellectual or intangible property or property rights of the other by virtue of the service provided or materials delivered pursuant to this Agreement. Customer shall own all right title and interest in and to the underlying factual data gathered through the delivery of services under this Agreement. Winston shall own all right title and interest in and to Winston's trade secrets, Confidential Information or other proprietary rights in any creative or proprietary ideas, information or other material used by Winston or presented to Customer ("**Technical Elements**") including, but not limited to: data, software, modules, components, designs, utilities, databases, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices, report formats, manner of data expression and specifications. Winston grants Customer a nonexclusive, royalty-free license to use only the Technical Elements integrated into any deliverable for Customer's internal purposes only. We, upon written notification to us, authorize you to use any of the Technical Elements so long as such use is not to create derivative works and is for your internal business purposes and, if disclosed to a third party, is subject to a written nondisclosure agreement to which we are a party requiring such third party to maintain the confidentiality of the Technical Element and use such Technical Element only for your benefit. Technical Elements shall not include those deliverables Winston creates uniquely for your sole use ("**Custom Materials**") as further defined in an applicable SOW. Custom Materials shall be deemed a "Work Made For Hire" under the Copyright Act of 1976.

Marks. Neither party shall use the other party's trademarks, service marks, trade names or product names other than as explicitly set forth in this Agreement. During the Term, unless you notify us otherwise, we may include your name in a list of customers on our website or in promotional materials or as a reference in sales presentations. If you are granted the right to use any of our certification seals or logos ("**Winston Marks**") under the terms of this Agreement, you may use the Winston Marks only as we may authorize. If we install or provide any Winston-owned hardware or software tools to facilitate our performance of the SOW, you agree to use the hardware or software for your internal purposes only as defined in the SOW, not to distribute the hardware or software, and not to reverse engineer, decompile, or disassemble the hardware or software. We shall have the right to revoke your right to use such hardware or software at any time, in which case you shall return the hardware or software to us. Your right to use the hardware or software shall automatically terminate on termination of this Agreement or on completion of the SOW for which the hardware or software was provided.

6. Representations.

ALL SERVICES AND DELIVERABLES PROVIDED BY US ARE PROVIDED "AS IS". EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT GUARANTEE THAT ANY NETWORK, COMPUTER SYSTEMS, OR ANY PORTIONS THEREOF ARE SECURE. NEITHER PARTY MAKES ANY WARRANTY HEREUNDER TO ANY THIRD PARTY ON BEHALF OF THE OTHER PARTY. THIS AGREEMENT IS NOT INTENDED TO CREATE ANY THIRD PARTY BENEFICIARY RELATIONSHIP.

7. Indemnity.

To the extent authorized under Texas law, each party ("Indemnifying Party") agrees to indemnify, defend and hold harmless the other, their affiliates, the present and former officers, members, shareholders, directors, employees, representatives, attorneys, insurers and agents of any of these, and their successors, heirs and assigns (each, an "Indemnified Party") from and against any and all losses, liabilities, claims, damages and expenses (including reasonable attorneys' fees and costs of litigation) incurred by the Indemnified Party as the result of any claim by a third party arising out of the Indemnifying Party's material breach of its obligations of this Agreement, gross negligence or willful misconduct; provided, however, that the Indemnifying Party shall not be required to reimburse the Indemnified Party for such amounts if the court rendering the judgment or the agency making the award determines that the liability underlying the judgment or award (and attorneys' fees or penalties with respect thereto) was caused by the negligence, fraud or criminal conduct of the Indemnified Party. The Indemnified Party shall promptly notify the Indemnifying Party of any potential claim covered by this indemnity, cooperate with the Indemnifying Party in the investigation and defense of the same, and allow the Indemnifying Party to control the negotiation, litigation and settlement of the claim. The Indemnifying Party's undertaking to defend, indemnify and hold harmless shall be limited to the extent that any delay by the Indemnified Party in giving notice to adversely affects the defense of, or ability to settle, such losses, liabilities, claims, damages or expenses.

Winston shall defend or settle (at our expense and discretion) any action or proceeding brought against you based upon a claim that our Technical Elements violate or infringe any existing patent, copyright, trademark, or trade secret, provided you notify us promptly and give us all necessary information and authority required for the defense or settlement of such action or proceeding, but we shall not be responsible for any cost or expense incurred or compromise made by you without our prior written consent or for any expenses incurred by you (including legal fees and expenses) in investigation or participation in any such action or proceeding. Our undertaking to indemnify and hold harmless shall not apply if the infringement or violation of rights is due to any modification or alteration of the Technical Elements that was not provided to you by us, by your use of a non-current copy or by combination of a Technical Element or portion thereof with an element owned by any third party that is not specifically authorized by us. Our undertaking to defend, indemnify and hold harmless shall be limited to the extent that any delay by you in giving notice to us adversely affects our defense of, or ability to settle, such claim. If any Technical Element or portion thereof is, in our opinion, likely to be or becomes the subject of a claim of infringement of any patent, copyright, trade secret or proprietary rights of any third party, we may at our option and expense, procure for you the right to continue using that portion affected, modify it to become non-infringing (so long as the Technical Element, as modified, has functionality substantially equivalent to that provided at the time of such modification) or substitute a Technical Element of functionality substantially equivalent to that provided at the time of such substitution; if we are reasonably unable to modify, substitute or procure the right to continue using the subject Technical Element, we may require that you remove the Technical Element, and you shall promptly return or destroy all copies of such Technical Element and receive a pro-rata refund of the fee paid therefore, less accumulated depreciation calculated on a straight-line method over a useful life of four years from the Effective Date. You agree, as a material term of this Agreement, that your rights and remedies for any breach of any representation or warranty by us herein shall be as provided in this Agreement as your exclusive remedy and that we shall have no liability to you or others except as provided herein.

8. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR A BREACH OF PERSONAL INFORMATION OR PROTECTED HEALTH INFORMATION, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF THE OTHER PARTY OR ANY THIRD PARTY, OR FOR LOSS OF BUSINESS, PROFITS, BUSINESS INTERRUPTION, OR LOSS OF DATA, REGARDLESS OF WHETHER SUCH PARTY RECEIVES NOTICE OF THE POTENTIAL FOR SUCH DAMAGES. NOTWITHSTANDING ANY PROVISION OF THIS PARAGRAPH, THIS AGREEMENT, AS WELL AS ANY BUSINESS ASSOCIATE AGREEMENT ENTERED INTO BETWEEN THE PARTIES, AND EXCEPT AS EXPRESSLY SET FORTH IN ANY APPLICABLE SOW ENTERED INTO PURSUANT TO THIS AGREEMENT, IN NO EVENT (OTHER THAN A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIMS, ACTIONS, FEES, COSTS, MITIGATION-RELATED OR OTHER EXPENSES, PENALTIES OR SIMILAR AMOUNTS RELATING TO OR ARISING OUT OF ANY BREACH OF PERSONAL INFORMATION OR PROTECTED HEALTH INFORMATION, EXCEPT FOR CIVIL MONETARY PENALTIES IMPOSED BY ANY GOVERNMENTAL AGENCY) REGARDLESS OF THE FORM OF ACTION (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, PRODUCTS LIABILITY, STRICT LIABILITY, COMPLIANCE REVIEW OR SIMILAR INQUIRY), EXCEED ONE MILLION DOLLARS. FOR PURPOSES OF THIS PARAGRAPH, THE TERMS "BREACH," "PERSONAL INFORMATION," AND "PROTECTED HEALTH INFORMATION" (OR ANY SIMILAR TERMS UNDER APPLICABLE LAW) SHALL HAVE THE SAME MEANINGS AS UNDER THE APPLICABLE FEDERAL OR STATE BREACH NOTIFICATION STATUTE(S) OR REGULATION(S). THIS AGREEMENT ALLOCATES RISKS BETWEEN THE PARTIES AND OUR PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED IN THIS SECTION.

9. Insurance.

During the term of this agreement, Winston agrees to maintain, at its own expense, the following minimum insurance coverage and limits:

- a) Worker's Compensation insurance as required by law and employer's liability insurance.
- b) Commercial General Liability Insurance, including Products, Completed Operations Liability and Personal Injury, Blanket Contractual Liability and Broad Form Property Damage Liability coverage for damages to any property or person with limits of one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$2,000,000) aggregate.
- c) Errors and Omissions Liability Insurance covering the liability for financial loss due to error, omission, negligence of employees and machine malfunction with a limit of one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$2,000,000) aggregate.
- d) Cyber Liability Policy covering liability and/or damages due to theft or loss of Customer Data with limits of three million dollars (\$3,000,000) for each occurrence and aggregate.

If requested, Winston shall provide to Customer insurance certificates showing compliance with this paragraph.

10. Dispute Resolution & Escalation Policy.

The parties shall make a good faith effort to resolve, without resort to arbitration or litigation, any dispute arising under or related to this Agreement. If the parties do not agree upon a resolution of the dispute, any controversy or claim arising out of or relating to this Agreement (except as provided below with respect to Sections 5, 10 and 11) between Customer and us, or the breach thereof, shall be subject to non-binding arbitration prior to the filing of a complaint in a court of law; provided, however, that such arbitration shall be final and binding and may be enforced in any court with the requisite jurisdiction if the parties agree in advance, in writing, that such arbitration shall have final, binding effect. All arbitration, whether binding or non-binding, shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

Notwithstanding the paragraph above, each party acknowledges that violation by it of any provision of Section 5, 10 and 11 of this Agreement may cause irreparable damage to the other party for which any remedy at law would be inadequate and that the affected party shall be entitled either in any court of law or equity or in any arbitration proceeding, whichever forum is selected by the affected party, to (i) temporary, preliminary, permanent, and other injunctive relief against any breach of the provisions contained in such sections and (ii) such damages as may be awarded.

11. Confidential Information

Each party acknowledges that it and its officers, employees, independent contractors, agents or subcontractors may, in the course of the Agreement, be exposed to or acquire information that is proprietary or confidential to the other party.

Definition. "Confidential Information" shall include: any information relating to a party's research, development, trade secrets, processes, procedures, formulas, business practices, business plans, strategies, budgets, customer and vendor relationships, financial information and other similar business information of a confidential nature. The term "Confidential Information" shall not include information that is (a) known to the receiving party prior to disclosure by the disclosing party or its personnel; (b) publicly available through no act or omission of the receiving party; or (c) lawfully received by the receiving party from a third party (other than the disclosing party's former or current personnel) that is not under any confidentiality obligation to the disclosing party.

Use. Each party agrees to use Confidential Information received from the other party pursuant this Agreement solely in connection with the performance of such party's obligations under this Agreement. Each party agrees to use industry standard security tools to protect its own confidential and proprietary information and/or to protect the Confidential Information of the other party from disclosure to any third party. Unless authorized to do so in writing by the other party, neither party, nor any third party acting on either's behalf, will for any reason use or disclose to any person any of the other party's Confidential Information. The term "person" as used in this Section shall be interpreted to include, without limitation, any individual, partnership, corporation or other entity. Nothing in this Agreement shall be construed as granting any rights to the receiving party, by license or otherwise, to any of the disclosing party's Confidential Information, except as expressly stated in this Agreement. In the event that a party is required to disclose Confidential Information to a court or governmental agency or pursuant to any other applicable law, such party shall, to the extent practicable prior to such disclosure, and as soon as practicable and by the best available means, notify the other party to allow it an adequate opportunity to object to the disclosure order or to take other actions to preserve the confidentiality of the information. Prior to any disclosure pursuant to this Section, a party required to disclose Confidential Information shall cooperate with the party claiming confidentiality of the information in such party's reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment.

HIPAA. We acknowledges that, in the course of performing Services, we may receive certain confidential health information protected under state or federal law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("Health Information"). We will not disclose or use Health Information except as required in furtherance of our obligations under this Agreement and will use measures no less stringent than those we use to protect our own confidential and proprietary information, which measures shall be no less than reasonable care, and we shall protect all Health Information in compliance with applicable laws. In the event of any unauthorized use or disclosure or loss of any Health Information, we shall notify Customer and take such actions as may be necessary or reasonably requested by Customer to minimize the violation or the damage resulting there from. Our joint responsibilities as it pertains to protected information is detailed in our Business Associate Agreement.

Notification Protocol The parties to this Agreement agree the services may require access to personal information or protected health information of Participants. The handling of such information shall be subject to the terms of the Business Associate Agreement ("BAA") attached hereto as **Appendix A** and the notification protocol to covered entities of potential data breach or mishandling is covered by the BAA document (see **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE, SECTION C**)

12. Employee Non-Solicitation.

Except with the prior written consent of the other party, both parties to this Agreement agree that, during the term of this Agreement and for a period of twenty-four (24) months thereafter, they shall not directly solicit, divert or recruit any employee of the other, who is or was an employee of that party at any time during the Term, to leave such employment.

13. Cooperation.

You shall coordinate and manage your employees, contractors or agents to facilitate the performance of any SOW by us. You shall be responsible for, and we may rely upon, the accuracy, timeliness and completeness of all data, reports and other information you supply us. You agree that prompt review and acceptance of any part of the SOW requiring acceptance is required to ensure compliance with any milestones or other specified deadlines. Any commitments we make in this Agreement or any SOW are contingent upon you meeting your obligations, as defined here. You will make your management and technical personnel who will work with us and will perform those activities described as your responsibility in the SOW reasonably available to us. Each party will designate and maintain during the term of the Agreement a point of contact, and will notify the other party of the name of such point of contact who will have the authority and power to make decisions with respect to actions to be taken in connection with the Agreement and all documentation included in a SOW. We agree to treat this information with confidentiality as provided in this Agreement and to only use this information as required to provide the Services. You shall obtain all governmental approvals, licenses, and permits necessary, if any, for completion of any SOW. If required by an SOW, you shall prepare any installation site in accordance with our instructions ensuring that any equipment that interfaces with your computer system operates in accordance with the manufacturer's specifications. If you fail to make any preparations required by an SOW, and this failure causes us to incur costs during our service implementation, you agree to reimburse us for those costs.

14. General Provisions.

Severability & Waiver. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision of this Agreement. In the event that any provision is determined to be invalid, unenforceable or otherwise illegal, such provision shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement shall remain in full force and effect. No term or condition of this Agreement shall be deemed waived, and no breach shall be deemed excused, unless such waiver or excuse is in writing and is executed by the party from whom such waiver or excuse is claimed. No such waiver shall be deemed a waiver of any preceding or succeeding breach or right in the same or in any other provision hereof.

Headings and References. Section numbers and headings are used for convenience and are not to be construed as limitations of the substance of any provision. The words "you", "your" and "Customer" mean the Customer indicated above, and the words "we", "us", "our" and "Winston" refer to Winston Financial Services, Inc. and its affiliates.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard for its conflicts of law provisions. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any

way arising out of this Agreement must be brought solely and exclusively in state or federal courts located in the State of Texas, and each party irrevocably submits to the sole and exclusive jurisdiction of these courts in person, generally and unconditionally with respect to any action, suit or proceeding brought by it or against it by the other party. Venue for state court actions shall be Williamson County, Texas, and venue for Federal Court actions shall be the Austin Division of the Central District of Texas.

Force Majeure. With the exception of a party's obligation to make payments properly due to the other party, neither party shall be deemed in default or otherwise liable under this Agreement for any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance, disruption of the public markets, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment or decree.

Assignment. Neither this Agreement nor any right or obligation arising hereunder may be assigned (voluntarily, by operation of law, or otherwise), in whole or in part, by either party without the prior written consent of the other party, such consent not to be unreasonably withheld; provided, however, that either party shall have the right, upon written notice to the other party, to assign this Agreement to any person or entity that acquires all or substantially all of such party's business or assets. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.

Entire Agreement & Amendment. This Master Services Agreement ("MSA") and the one or more attached Appendices and Statements of Services (each an "SOW"), along with Williamson County 15RFP123 ("Hosted Solution Service - Web Based Benefit Enrollment System" and the Winston Response dated October 20, 2015, each fully incorporated herein, together comprise the contract documents and the complete agreement between the parties ("Agreement") regarding those Services to be provided hereunder. From time to time, additional terms governing the Services to be provided under this Agreement may be contained in a subsequent SOW, and each such SOW shall become part of this Agreement when signed on behalf of Winston and Customer effective as of the date set forth in the SOW. If there is a conflict between the terms of this MSA and any SOW, the terms of the SOW shall prevail.

This Agreement states the entire understanding of the parties relating to the subject matter thereto and supersedes all prior discussions and negotiations and may only be modified in a writing signed by both parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties may deliver signed copies of this Agreement via facsimile or as a PDF via email, and such copies shall be deemed originals. Communication by electronic mail shall not be construed as an effective amendment to the Agreement unless accompanied by a manually signed attachment.

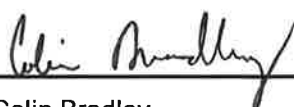
Notice. All notices provided for herein shall be sent by confirmed facsimile, or guaranteed overnight mail, with tracing capability, or by first class United States mail, with postage prepaid, addressed to the other party at their respective addresses set forth below or such other addresses as either party may designate in writing to the other from time to time for such purposes. All notices provided for herein shall be deemed given or made when received.

For Customer	For Winston
Williamson County 701 S. Main Street, Georgetown, TX 78627 Attention: Dan A. Gattis, Williamson County Judge	Winston Financial Services, Inc. Attention: Colin Bradley 2399 Highway 34, Suite C-2 Manasquan, NJ 08736

Independent Contractors. The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Winston and Customer. Neither party shall have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

15. Signatures.

Intending to be legally bound and having reviewed this Agreement in its entirety, Winston and Customer have caused this Agreement to be executed by their authorized representatives effective as of the date set forth below.

	Winston Financial Services, Inc.	Williamson County
AUTHORIZED SIGNATURE:		
PRINTED NAME:	Colin Bradley	Dan A. Gattis
TITLE:	Vice President, Business Development	County Judge
COMPANY NAME ADDRESS & TELEPHONE:	Winston Financial Services, Inc. 2399 Highway 34, Suite C Manasquan, NJ 08736 732-899-0990	710 S. Main Street Georgetown, TX 78627 512-943-1550
EFFECTIVE DATE:	January 5, 2016	

APPENDIX A: Business Associate Agreement

Effective: January 5, 2016

BUSINESS ASSOCIATE AGREEMENT (the "BAA") is entered into by and between all benefit plans sponsored by Williamson County (referred to collectively as "Covered Entity"), and Winston Financial Services, Inc. ("Business Associate").

DEFINITIONS

Except as otherwise provided herein, the terms used in this BAA shall have the same meaning as those terms in the Electronic Transaction, Security or Privacy Rule, as the case may be.

Specific definitions:

(a) *Electronic Transaction Rule* means the standards for processing Standard Transactions and Code Sets at 45 CFR Parts 160 and 162.

(b) *Individual* has the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(c) *Personal Information* means any data in whatever format that is subject to federal or state laws requiring the safeguarding of, and regulating and restricting access, collection, use, disclosure, processing, destruction, and free movement of individually identifiable personal information.

(d) *Privacy Rule* means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160-164.

(e) *Protected Health Information* has the same meaning as the term "protected health information" in 45 CFR §160.103, including electronic protected health information, but limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) *Secretary* means the Secretary of the Department of Health and Human Services or his designee.

(g) *Security Rule* means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160-164.

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

(a) Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by this BAA or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this BAA. In addition, Business Associate agrees to implement Administrative, Physical and Technical safeguards consistent with the requirements of the Security Rule that reasonably and appropriately protect the Confidentiality, Integrity and Availability of Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity. Effective February 17, 2010, and subject to regulatory or other guidance issued pursuant or in response to the American Recovery and Reinvestment Act of 2009 (ARRA), Business Associate will comply with the Privacy Rule and the Security Rule to the extent required under ARRA which are incorporated herein by reference, including but not limited to 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.

(c) Business Associate agrees to report to Covered Entity and/or Plan Sponsor (i) any Use or Disclosure of Protected Health Information not provided for by this BAA, (ii) any Security Incident, (iii) any Breach of Unsecured Protected Health Information, or (iv) to the extent required under any state breach notification statute, any unauthorized acquisition or access to Personal Information, as soon as possible, but not later than 30 calendar days following the date it becomes aware of such Use or Disclosure, Security Incident, Breach or unauthorized acquisition or access; provided, however, that to avoid unnecessary burden on either party, Business Associate shall report to Covered Entity any Unsuccessful Security Incidents of which it becomes aware of only upon request of Covered Entity. The frequency, content and the format of the report of Unsuccessful Security Incidents shall be

mutually agreed upon by the parties. If the definition of "Security Incident" under the Privacy and Security Laws is amended to remove the requirement for reporting "unsuccessful" attempts to use, disclose, modify or destroy electronic PHI, then this Section shall be amended so that the provisions relating to "Unsuccessful Security Incidents" no longer apply as of the effective date of such change to the law. For the purposes of this BAA, "Unsuccessful Security Incidents" mean Security Incidents that do not result in unauthorized access, use, disclosure, modification or destruction of electronic PHI.

(d) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information.

(e) Business Associate agrees to provide access, at the request of Covered Entity and in a reasonable time and manner, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to enable Covered Entity to meet the requirements under 45 CFR §164.524.

(f) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in a reasonable the time and manner as required under the Privacy Rule.

(g) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a reasonable time and manner or as designated by the Secretary, for purposes of determining Covered Entity's compliance with the Privacy Rule.

(h) Business Associate agrees to document such Disclosures of Protected Health Information and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(i) Business Associate agrees to provide to Covered Entity or an Individual, in a reasonable time and manner, information collected in accordance with the preceding paragraph (i), to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(j) Business Associate agrees to mitigate to the extent practicable any harmful effect known to Business Associate of any Security Incident, or Breach of Unsecured Protected Health Information.

(k) If Business Associate conducts any Standard Transaction for or on behalf of Covered Entity, Business Associate shall comply with the requirements under the Electronic Transaction Rule.

(l) To the extent Business Associate creates or receives Personal Information from Covered Entity or Plan Sponsor, or on behalf Covered Entity or Plan Sponsor it shall collect, maintain, process, handle, use, disclose and destroy all Personal Information in compliance with all applicable data privacy and protection laws.

(m) Solely to the extent any Breach of Unsecured Protected Health Information or unauthorized acquisition or access to Personal Information is attributable to a breach of the obligations under this BAA by Business Associate, Business Associate shall bear the reasonable costs incurred by Covered Entity and Plan Sponsor to the extent it is necessary for Covered Entity and Plan Sponsor to comply with its legal obligations relating to such breach under the applicable breach notification statute or regulation, which shall be limited to the following costs reasonably incurred by Covered Entity and Plan Sponsor in responding to such breach: (1) the reasonable cost of preparing and distributing notifications to affected individuals, (2) the reasonable cost of providing notice to government agencies, credit bureaus, and/or other required entities, (3) to the extent required by the applicable statute, the reasonable cost of providing affected individuals with credit monitoring services for a specific period not to exceed twelve (12) months, and (4) the reasonable cost of any other measures required under applicable law.

(n) To the extent Business Associate receives, stores, processes or otherwise deals with any patient records from the Covered Entity or Plan Sponsor that are entitled to protection under the federal regulations issued at 42 CFR Part 2, Business Associate agrees to be bound by those regulations. In addition, if necessary, Business

Associate will resist in judicial proceedings any efforts to obtain access to such patient records except as permitted by 42 CFR Part 2.

(o) Except for payments from Covered Entity for services performed pursuant to this BAA and the Agreement, Business Associate may not directly or indirectly receive remuneration in exchange for PHI.

(p) Business Associate may not use or disclose Protected Health Information for research or marketing purposes without first receiving prior written approval from the Covered Entity and obtaining the necessary authorization from the affected individuals.

PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

General Use and Disclosure Provisions

Except as otherwise limited in this BAA, Business Associate may Use or Disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such Use or Disclosure would not violate (i) the Privacy Rule if done by Covered Entity or (ii) the minimum necessary policies and procedures of the Covered Entity supplied to Business Associate.

Specific Use and Disclosure Provisions

(a) Except as otherwise limited in this BAA, Business Associate may Use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Except as otherwise limited in this BAA, Business Associate may Disclose Protected Health Information for the proper management and administration of the Business Associate, provided that (i) Disclosures are Required by Law, or (ii)(A) Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and (ii)(B) the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this BAA, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B).

(d) Business Associate may Use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

OBLIGATIONS OF COVERED ENTITY

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

Requests by Covered Entity

(a) Except as otherwise provided in this BAA, Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

TERM AND TERMINATION

(a) *Term.* The term of this BAA shall be effective as of January 5, 2016 and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information as determined by Business Associate, protections are extended to such information, in accordance with the termination provisions in this Section, subject to any record retention requirements under the BAA or required by law.

(b) *Termination for Cause.* Upon either party's knowledge of a breach by the other party, the non-breaching party shall either:

(1) Provide an opportunity for breaching party to cure the breach or end the violation and terminate this BAA and the Agreement, if any, if the breaching party does not cure the breach or end the violation within a reasonable time specified by the non-breaching party;

(2) Immediately terminate this BAA and the Agreement, if any, if the breaching party has breached a material term of this BAA and, in the non-breaching party's sole discretion, cure is not possible; or

(3) If, in the non-breaching party's sole discretion, neither termination nor cure is feasible, the non-breaching party will report the violation to the Secretary.

(c) *Effect of Termination.*

(1) Except as provided in paragraph (2) of this Section, upon termination of this BAA, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon such determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections and obligations of this BAA to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

(a) *Regulatory References.* A reference in this BAA to a section in the Electronic Transaction, Privacy or Security Rule means the section as in effect or as amended.

(b) *Amendment.* In the event that additional standards are promulgated under the Administrative Simplification Section of the Health Insurance Portability and Accountability Act of 1996, or any existing standards are amended, including without limitation the Privacy Standards, Security Standards, and the Transactions and Code Sets Standards, such as under the Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted under ARRA, the parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of the Electronic Transaction, Privacy or Security Rule, the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, or any applicable state law, as amended. Except as herein otherwise provided, no amendment or modification of, or supplement to, this BAA shall be binding unless duly executed in writing by each of the parties hereto.

(c) *Survival.* The respective rights and obligations of Business Associate under the Section of this BAA entitled "Effect of Termination" shall survive the termination of this BAA.

(d) *Interpretation.* Any ambiguity in this BAA shall be resolved to permit Covered Entity to comply with the Electronic Transaction, Privacy or Security Rule.

(e) *Counterparts.* This BAA may be signed in counterparts, which together will constitute one agreement.

(f) *Successors and Assigns.* This BAA and each party's obligations hereunder will be binding on the representatives, assigns, and successors of such party and will inure to the benefit of the assigns and successors of such party; provided, however, that any such assignment shall not be effective absent the consent of the non-assigning party which shall not unreasonably withheld or delayed.

(g) *No Third Party Beneficiaries.* Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than parties and their respective successors or assigns, any rights, remedies or obligations whatsoever.

(h) *Governing Law.* This BAA will be governed by and interpreted in accordance with the laws of the State of New York, without regard to principles of conflicts of law. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this BAA must be brought solely and exclusively in state or federal courts located in the State of New York, and each party irrevocably submits to the sole and exclusive jurisdiction of these courts in person am, generally and unconditionally with respect to any action, suit or proceeding brought by it or against it by the other party.

(k) *Entire Agreement.* This BAA sets forth the full and complete understanding of the parties hereto with regard to its subject matter.

(l) *Waiver.* The failure of the Covered Entity or Business Associate to object or to take affirmative action with respect to any conduct of the other which is in violation of this BAA shall not be construed as a waiver of that violation or any prior or future violations of this BAA.

(m) *Headings.* The sections and subsections headings used herein are for reference and convenience only, and shall not enter into the interpretation thereof.

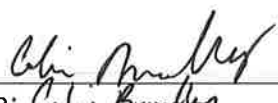
(n) *Notices.* Any notice which is to be given by one party to the other under this BAA will be given in writing and delivered in accordance with the addresses specified in the Agreement.

IN WITNESS WHEREOF, the parties have caused this BAA to be signed by their duly authorized representatives or officers, effective as of January 5, 2016

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____
Name: _____
Title: _____
Date: _____

By:  _____
Name: Coline Braveling
Title: Vice President
Date: 12/28/2015

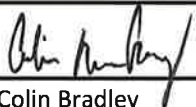
STATEMENT OF WORK

Structure of Agreement

This Statement of Work ("SOW") is entered into pursuant to the Master Services Agreement ("MSA") identified below between Winston Financial Services, Inc. and the customer identified below and is incorporated by reference into the MSA, and this SOW and the MSA together comprise the complete agreement between the parties ("Agreement") regarding those products and services defined within this SOW. If there is a conflict between the terms of this MSA and this SOW, the terms of the SOW shall prevail, and any capitalized terms not defined in this SOW shall have the meanings ascribed to them in the MSA.

Signatures

Intending to be legally bound and having reviewed this SOW in its entirety, Winston Financial Services and Customer have caused this SOW to be executed by their authorized representatives effective as of the date set forth below.

	Winston Financial Services, Inc.	Williamson County
AUTHORIZED SIGNATURE:		
PRINTED NAME:	Colin Bradley	Dan A. Gattis
TITLE:	VP, Business Development	County Judge
COMPANY NAME	Winston Financial Services, Inc.	Williamson County
ADDRESS &:	2399 Highway 34, Unit C-2 Manasquan, NJ 08736	710 S. Main Street Georgetown, TX 78627
EFFECTIVE DATE OF SOW:	January 5, 2016	
INITIAL TERM:	36 Months January 5, 2016 through January 4, 2019	
EFFECTIVE DATE OF MSA:	January 5, 2016	

1. Services

Winston Financial Services, Inc. (herein "Winston" or "WFS") will provide Williamson County (herein referred to as "Customer") in the remainder of this document, with the Benefit Communication, Enrollment, Benefits Administration Technology ("BenefitInside") and Outsourced Administration Services identified on Schedule A ("Services").

2. Term and Termination

Term. This SOW shall become effective on the Effective Date of SOW above, January 05, 2016 and shall continue in effect for thirty six (36) months ending on January 4, 2019

Termination For Cause. Either party shall have the right to terminate this SOW with written sixty (60) day notice, in the event of a material breach by the other party, unless such breach is cured within 30 days of receipt of written notice of such breach. The obligations of the parties under this SOW that by their nature would continue beyond expiration, termination or cancellation of this SOW shall survive any such expiration, termination or cancellation.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving one hundred twenty (120) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

3. Service Fees and Appointments

In consideration for the Services rendered by Winston under this SOW, Customer shall pay the fees and expenses or make appointments as set forth on Schedule C subject to the terms and conditions of the MSA.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The 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 The 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.

Schedule A SERVICES

1. Case Setup Services

Winston will provide Customer with the appropriate resources to conduct all necessary Case Setup activities. These activities will include but not be limited to:

- a) Coordination with appropriate Customer contacts and vendors to setup a detailed communication and enrollment strategy for pending enrollments
- b) Review and discovery of current processes and workflows
- c) Coordination with Customer to receive and analyze the "Customer Discovery Templates"
- d) Communication and coordination with Customer contacts of expected enrollment conditions, time frames and access related issues

In order to construct an orderly and prosperous enrollment environment, Winston will request a completed copy of the "Customer Discovery Template" twelve (12) weeks prior to the start of the enrollment. These sheets should contain at least the following information:

- a) Important Customer Contacts, Phone Numbers and Addresses
- b) Summary of "in-force" benefits programs including voluntary benefit programs
- c) Development and Testing of file interfaces
- d) Plan documents & summaries, ongoing admin rules for life events & new hires, all eligibility classes

Whenever necessary, Winston will be able to accommodate shortened timeframes (less than eight (8) weeks' notice) for case setup and enrollment functions.

2. Benefits Administration and Enrollment System

Provide all features and functions of Winston's Benefits Administration and Enrollment system, hereafter "BenefitInsite," delivered and made accessible through a web browser with Internet connectivity. The application will be accessible through various browser software including, but not limited to Mozilla Firefox 4.0 or greater and Internet Explorer 7.0 or greater, Google Chrome and Apple Safari. The application is provided on Software as a Service (SaaS) and is jointly hosted by Winston and its Managed Hosting Vendor, currently Rackspace LLC.

- a) Employee Application Access. Access to the application will be limited to employees of Customer as identified on the Customer's eligibility files.

- b) **Enrollment and Transactional Support.** Winston will, through the BenefitInsite application, enable eligible employees of the Customer to enroll in and/or modify certain employee benefit programs identified by the Customer as being available to employees and their eligible dependents. This application will support rules based eligibility management including the segmentation of data and enrollment options based on Customer benefit plan rules. Winston will provide this application and perform this service throughout the calendar year and Customer benefit plan year, currently running from January 1st through December 31st for the purpose of supporting the following transactions:
- i. Benefits Enrollment during Annual Open Enrollment
 - ii. Benefits Enrollment for Newly Hired Employees
 - iii. Initiation of Qualified Life Events by Employees
 - iv. Designation and/or updating of Beneficiary Information for applicable plans
- c) **Beneficiary Management.** Winston will allow Benefit Plan Participants to change beneficiary and dependent information via the Web Application. Winston will be the primary holder of beneficiary information for Life and Disability plans should a claim arise. Customer will be responsible to ensure the electronic storage of beneficiary information is allowable by their chosen vendors.
- d) **Administrative Access and Rights.** Winston will allow Customer-designated Human Resources Professionals to have Administrative Rights to the benefits administration system. Administrative Rights provides access to the following features within the application:
- i. To access and view Participant benefit records, transaction history and customer service records
 - ii. To access and view participant documents, confirmation statements and other documents attached to the participant record
 - iii. To add/edit notes attached to the participant record
 - iv. To manage pending transactions based on Customer benefit plan rules
 - v. To execute approved transactions on behalf of participants using the “impersonate” or manager self-service functionality.
- e) **Customer/Winston Interface.**
- i. As part of managing eligibility and processing Plan enrollments, Winston will require a regular file of Participant census data including demographic information from Customer. Customer will produce these files no less than two times (2X) monthly in mutually agreed upon format and remit them to Winston in the agreed-upon secure file transfer protocol between Customer and Winston.
 - ii. Customer is aware that any deviation from agreed upon census file schedule may impact the delivery of its instruction file described in following paragraph.
 - iii. Winston will transmit to Customer via agreed upon secure file transfer protocol a benefit enrollment instruction file, indicating required deductions for Programs, the elected Plan and Plan or Program tier (if required) and any changes to demographic data allowed by Customer on no less than a two times (2X) monthly basis, following the receipt and processing of the above mentioned census file. Customer acknowledges that any Internet encryption technology employed in connection with the transmission of data contemplated under this Agreement is not invulnerable. Notwithstanding any provision of this Agreement, Winston assumes no liability under this Agreement to Customer or any third party as a result of a violation or failure, for any reason, of any such encryption unless due to the gross negligence or willful misconduct of Winston.
- f) **Third Party Administrator/Carrier Eligibility/Enrollment Files**
- i. Customer requires that Winston build, manage and maintain secure, electronic connectivity to benefit vendors as identified by the Customer for the purposes of communicating employee and dependent enrollment data and eligibility.
 - ii. Winston will coordinate with Customer designated benefit vendors to develop the necessary file interface requirements including file layout, delivery protocols and calendars for sending of Enrollment, Eligibility and Coverage data.
 - iii. Winston will assume all costs associated with developing, testing and administering electronic interface files to approved benefit vendors. If either the Customer or benefit vendor request changes to the file layout and/or interface protocol, Winston will make reasonable and customary changes to the files and protocols as necessary at no additional cost to the Customer. Except in circumstances where the vendor does not use either industry accepted interface protocols (i.e ANSI 834, XML, CSV) nor accept electronic files requiring a custom interface for which, WINSTON reserves the right to identify and discuss with Customer additional costs for which the Customer may be responsible.
 - iv. Winston will perform quality testing, and upon approval, initiate live production files.

- v. Ongoing Electronic eligibility and data exchange (availability dependent upon vendor). It will be the responsibility of WINSTON to receive and review feedback and error reports following a file processing. If there are data errors caused by the benefit vendor, the benefit vendor must correct accordingly. Any data errors caused by the Customer must be resolved collectively by the Customer and Winston. Errors causing premium miscalculations, underpayments or overpayments will be addressed individually as to the financial obligation of the WINSTON and/or Customer.
- vi. Winston will conduct a semi-annual audit of the enrollment and eligibility data exchanged between WINSTON and the benefit vendors to ensure data synchronization. These will be conducted at no expense to the Customer.
- vii. For any benefit vendor that is unable to send or receive an electronic data file Winston will provide secure, readable electronic files (ie excel, csv, fill able PDF) to those vendors for manual inputting by those vendors. Winston will notify Customer of vendors unable to receive secure, electronic eligibility files.

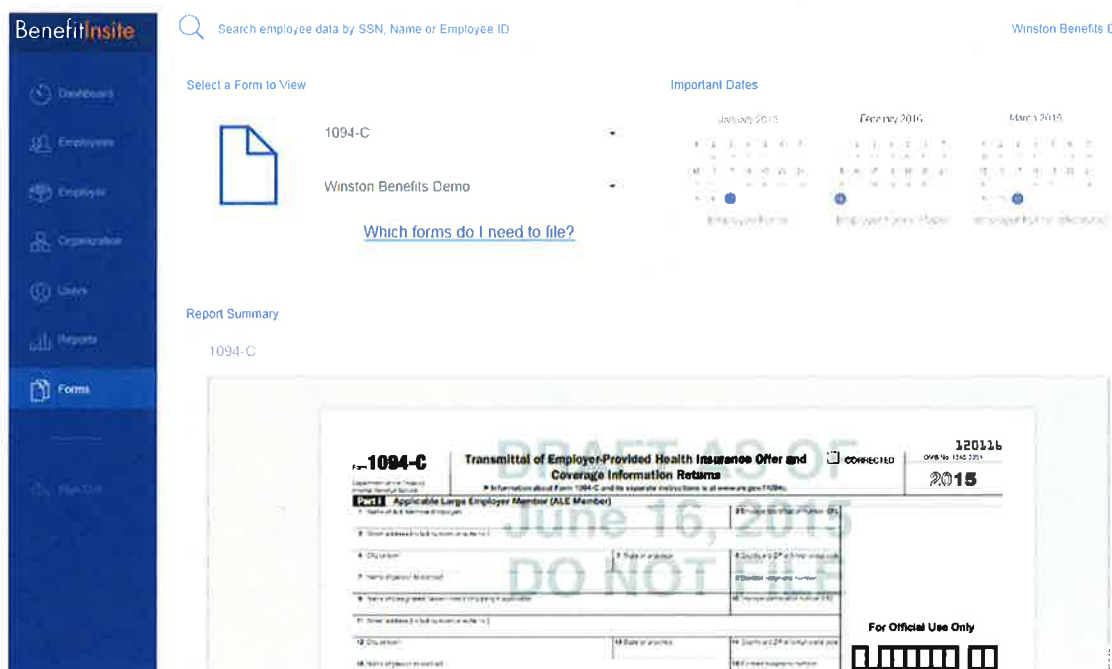
3. Federal Forms Generation, Filing

Winston will provide Customer and their applicable employees with reporting related to Form 1094 and 1095 for Applicable Large Employers. Reporting will consist of information gathered by the Customer Census Data, enrollment data from our own application ("BenefitInsite") and additional data points collected from the Customer.

- a) **Administrative Rights and Access.** Winston will allow Customer-designated Human Resources Professionals to have Administrative Rights to the application. Administrative Rights provides access to the following features within the application:

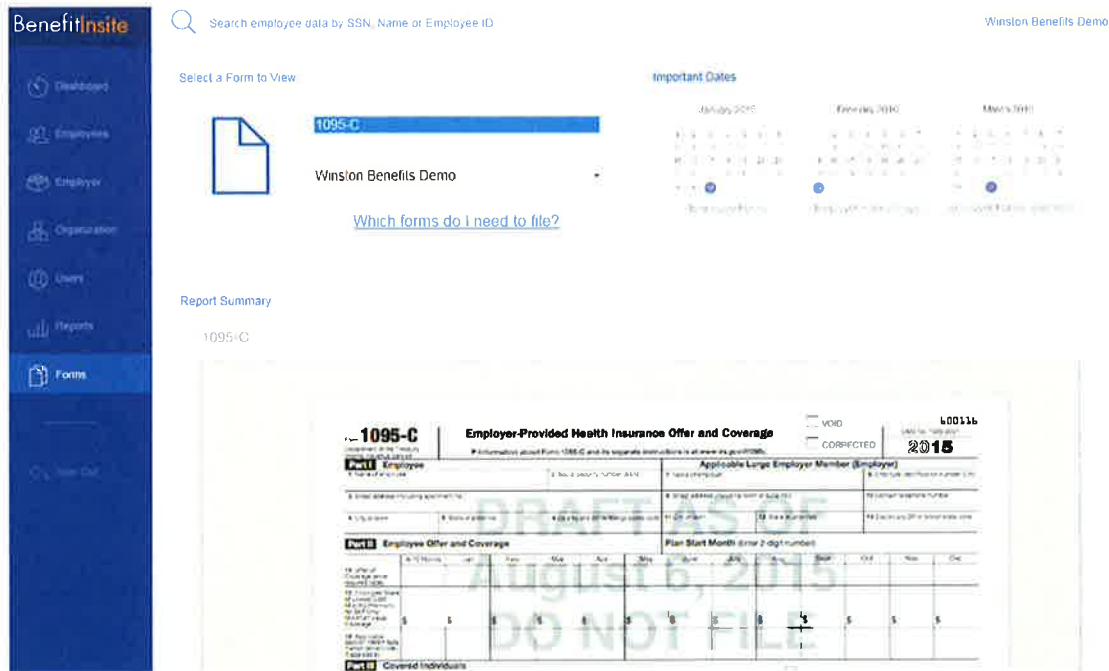
- a) Access Employee records and related applicable IRS Forms
- b) Edit Employee records and related applicable IRS Forms
- c) To view Dashboards and Reporting which includes the following features;

a) 1094-C – Employer Reporting – Electronic Filing of Employer Form



The screenshot displays the BenefitInsite application interface. On the left is a navigation menu with options: Dashboard, Employees, Employer, Organizational, Users, Reports, and Forms. The main area shows a search bar at the top with the text "Search employee data by SSN, Name or Employee ID". Below the search bar, there's a section titled "Select a Form to View" with a document icon and the text "1094-C" and "Winston Benefits Demo". To the right, there's a section titled "Important Dates" with three calendar icons for January 2015, February 2015, and March 2015. Below the calendars, there's a link that says "Which forms do I need to file?". At the bottom, there's a "Report Summary" section with a link for "1094-C". The main content area shows a preview of the 1094-C form, which is titled "1094-C Transmittal of Employer-Provided Health Insurance Offer and Coverage Information Returns". The form includes fields for Part I: Applicable Large Employer Member (ALE Member) and Part II: Other information. A large watermark "DRAFT OF June 16, 2015 DO NOT FILE" is overlaid on the form. The form also includes a "For Official Use Only" section with a barcode.

b) 1095-C Employee Form – Electronic Generation and Storage of the Form 1095-C form.



4. Dependent Verification and Auditing Procedures

- a) **For All Benefit Transactions.** Employees completing a Qualified Life Event Enrollment transaction will be required to independently verify, through an online acknowledgement when performing the transaction on a self-service basis that the dependents they are enrolling in coverage meet the definition of the Customer's dependent relationship definitions.

Customer has instructed that the enrollment transactions require substantiation proving such event occurred:

Transactions to Audited	Plans to be Audited
<ol style="list-style-type: none"> 1. Marriage/Legal Separation 2. Domestic Partnership (if applicable) 3. Birth/Adoption 4. Death 5. Spouse Loss of Coverage 6. Dependent Age Out 7. Change in Employment Status of Self or Spouse 8. Loss/Gain in Coverage 	<ol style="list-style-type: none"> 1. Medical/Rx 2. Dental

- b) **System Processing of Dependents.** Transactions which require verification will be held in a pending state until the employee acknowledges through the approved upon procedure, the relationship with the dependent. In the event the documentation is not received within the required period, the enrollment transaction will be deleted.

All enrollments that are started but incomplete will remain in such status until Winston deletes. A waiting period, to be determined in conjunction with the Customer, will be provided to Participants to complete their enrollment prior to deletion.

- c) **Document Retention Policy.** Winston in its role as the benefits administrator and recipient of documents related to enrollment and eligibility will be responsible for retaining and archiving all documents received by Winston on behalf of the Customer and its participants. At a minimum, digital copies of these documents will be retained throughout the length of Customer relationship and continue for a period of at least seven (7) years following the severance of the relationship.

4. Service Center Services

Throughout the year, Winston will provide all employees of the Customer toll-free access to our Service Center for the following purposes:

- a) **Application/Technical Support.** Representatives will provide the Customer's employees with assistance in resetting passwords, login assistance and navigational support across BenefitInsite.

Call-Center Hours of Operation. The Service Center will be staffed from Monday through Friday, 8:30AM to 8:00PM EST. Additional hours will be supported during Open Enrollment Periods.

Call Recording. All records taken by a Representative will be recorded and retained through the duration of our relationship with the Customer.

5. Additional Considerations

During the implementation of the services described in Schedule A, the Customer agrees to partner with Winston on the successful delivery of described services. Winston will assign a Project Manager to the implementation that will manage the timely delivery of all deliverables and track progress on a weekly basis. The Project Manager will create and distribute a Project Plan to everyone associated with the implementation that will list all of the tasks required to complete the project. After discussing the tasks and due dates, the Customer and Winston agree to adhere to all of the due dates listed in the Project Plan. This is necessary to ensure that the project remains on schedule. In many cases, work performed by Winston is dependent on receiving items from the Customer. If the Customer is unable to meet any of its due dates, the project may be delayed. If Winston incurs additional cost to compensate for the late delivery of items from the Customer, Winston reserves the right to adjust the deliverable dates of our services and/or request additional fees as compensation for out of scope work, significant work performed after hours by staff and costs incurred to obtain temporary staffing such as Benefit Counselors. Proposed alternate delivery dates, penalties and/or additional fees will be identified to Customer at the time of delay.

6. Custom Programming and Customer Service Requests

As part of this SOW, Winston will provide Customer with up to ten (10) hours of IT support per quarter in the form of programming, configuration adjustments and where necessary, appropriate and/or requested by the Customer, customizations made to the software which are not currently part of the application.

All modifications and changes to the existing application which are beyond the scope of support, operations or the functionality of the software will be assessed and scoped for impact and time. A change request will be generated which requires the Customer signature and authorization before work will begin.

Other than for any Customer-identifiable portion of any deliverable created pursuant to this paragraph, which shall belong to Customer, all such deliverables shall remain Winston's property and may be incorporated into BenefitInsite.

Schedule B : Site Availability, Performance and Security Protocols

Winston agrees that the services and applications described in this SOW shall be subject to the site availability, performance and security protocols described in this Schedule B.

This Schedule is attached to and forms a part of the Statement of Work ("SOW"). Winston agrees that the services and applications described in this SOW shall be subject to the site availability, performance and security protocols described below.

- 1) WFS agrees to comply with, and require its hosting providers, subcontractors and other representatives (collectively, "Representatives") who are assigned to perform services under the MSA to comply with industry standards for information security.
- 2) In addition to the general covenants of legal compliance set forth in the MSA, WFS shall adhere to all applicable regulatory requirements pertaining to privacy and handling of customer information, including those that become applicable by reason of international business activities of Customer or WFS. If WFS intends to use any processing facility located outside the United States to process any data relating to Customer or its customers or otherwise transmit any data relating to Customer or its customers across national borders, WFS shall provide advance written notice to Customer. If WFS proposes to do so, WFS shall see that all related processing facilities and systems comply with all applicable laws, regulations, treaties, and other legal requirements of the United States, all other affected countries, and any international organizations having jurisdiction, including without limitation, those with regard to data security and privacy, data processing and transmittal of data across national borders.
- 3) The design, hosting, maintenance and operation of BenefitInsite includes, but is not limited to, the standards and practices set forth below:
 - a) **Availability**. BenefitInsite will be available 24 hours per day, 7 days a week and 365 days a year, subject to the below terms and conditions.
 - b) **Reliability**. It is our policy to be fully operational a minimum of 99.5% of the time (measured on a monthly basis), excluding Scheduled Maintenance. Winston will notify Customer of any scheduled maintenance which exceeds a period of 60 minutes. From time to time, scheduled maintenance may need to occur during regular business hours. Significant scheduled maintenance (more than one hour) during normal business hours will not occur more than twice in any 30-day period unless due to Winston's hosting provider notification that such maintenance is required. Winston will provide notice of any expected downtime due to scheduled maintenance. In the event Winston experiences an unplanned outage, Winston will notify Customers with a description of the material downtime (downtime lasting longer than 30 minutes), including an approximate length of time the site was down and a best-known reason for the downtime.
 - c) **Performance Standards**. Winston will maintain an average response time of twenty-five (25) seconds; "response time" is defined as server response time only and excludes network transmission time. In the event that response times are lower than described in the preceding sentence, Winston will make the necessary adjustments and remedy within a 30 day period. Winston will report on its compliance to the average response time on a quarterly basis.
 - d) **Data Protection and Security**. Winston (or its hosting agent, currently Rackspace LLC) will maintain a protected and secure data center environment with physical access restricted to authorized personnel, and network and remote access for end users restricted by firewall, two factor authentication, encryption and other electronic means. Winston's hosting facility will also provide sufficient fire suppression equipment so as to protect the computer hardware and network hardware used by BenefitInsite, and backup power supplies to provide uninterrupted supplies of electricity.
 - e) **Security Incident Response**. (A) "Security Incident" shall mean the loss or destruction of, unauthorized disclosure of, or unauthorized access to or use of, Customer Data. In the event Winston determines that it has experienced a security incident involving Participant data which may require Winston, as allowed by law and subject to the terms of the Business Associate Agreement in Appendix C of the Agreement, to provide notice of such incident ("Security Incident"), Winston will do the following:
 - i. Provide Customer, as soon as is reasonably practicable, with the following information, to the extent then available:
 - (a) the date the Security Incident occurred, (b) the date Winston discovered the Security Incident, (c) a brief description of such Security Incident, and (d) a description of the steps that have been, or will be, taken to investigate the Security Incident, mitigate its potential harmful effects, and prevent a recurrence. As allowed by law,

Customer shall treat any information received from Winston in connection with a Security Incident as Confidential Information;

- ii. Update the information provided pursuant to paragraph A on a reasonable basis as material, new information becomes available to Winston;
 - iii. Provide Customer, as soon as is reasonably practicable and in all events before Winston delivers any security breach notification to any Participant, with a complete list, including name and mailing address, of each Participant to whom Winston will deliver the notice;
 - iv. Provide Customer with a reasonable opportunity to review and comment upon any security breach notification that Winston plans to deliver to any Participant before Winston delivers such notice; provided, however, that Winston may provide the security breach notification to any Participant prior to providing Customer the information in paragraph A.e.3 and prior to the completion of Customer's review and comment period pursuant to this paragraph if necessary to comply with applicable law; provided, further, that Winston shall not be responsible for and Customer shall indemnify, defend and hold harmless Winston with respect to any delay in notifying Participants caused by Customer's review of the notifications described in this paragraph;
 - v. In the event Winston does not offer in its security breach notification, at no charge to the Participant to whom Winston will deliver the notice, services to mitigate the potential harmful effects of the security breach, such as credit monitoring and fraud resolution services, promptly reimburse Customer for the reasonable costs incurred by Customer in connection with its offering such services, which are reasonable and customary in relation to the security breach, including, but not necessarily limited to, credit monitoring and fraud resolution services, to any Participant to whom Winston delivered a security breach notification;
 - vi. In the event Winston in its security breach notification, at no charge to the Users to whom Winston delivers the notice, offers services to mitigate the potential harmful effects of the security breach, promptly reimburse Customer for the reasonable costs incurred by Customer in connection with its offering any supplemental services which Customer in good faith and after consultation with Winston reasonably believes are necessary to mitigate the potential harmful effects of the security breach to the affected Participants.
- f) Availability of Cloud Services. Winston (or its hosting agent) will maintain resiliency of the web servers and Internet connectivity for the BenefitInsite system. The infrastructure will accommodate the failure of individual items by not impairing the delivery of text, graphics, or other information to users of BenefitInsite.
- g) Backup. Winston will perform automatic and regularly scheduled backup of all data entered on BenefitInsite on a daily basis and will maintain procedures for restoration of such backups. Backups will be stored at a commercial media storage vendor located offsite from the server facility. Transport of media will be provided by bonded courier or vendor's agent. Winston will regularly back up programs running on BenefitInsite whenever these programs are modified. Backup media sets containing Customer data will be stored in encrypted format, per Winston security standards, and retained for a maximum of four (4) months unless otherwise amended by contractual obligations.
- h) Staffing Levels. Winston (or its hosting agent) will maintain twenty-four (24) hours per day, seven (7) days per week staffing of the data center hosting facility.
- i) Security Monitoring. Winston will maintain a plan for identifying and avoiding losses of data or programs, breaches of security, viruses, and disabling or harmful devices on the computers operated in connection with the design, hosting, operation and maintenance of BenefitInsite.
- j) Facilities Management. Winston (or its hosting agent) will maintain a facilities management plan, including data backups, computer hardware maintenance, network hardware maintenance, installation of software updates and fixes as supplied by the manufacturers of the computer and network hardware in place.
- k) Real Time Activity Monitoring. Winston will maintain a real time activity monitor that will detect any significant performance degradation or down time for BenefitInsite, including, but not limited to, server availability and health, effectiveness of the firewalls, and the availability of the database.
- l) Disaster Recovery. Winston (or its hosting agent) will apply all Disaster protection and recovery mechanisms set forth in Winston's Disaster Recovery Plan (as updated by Winston from time to time) to avoid and/or minimize the loss of service and/or damage arising from any impairment of BenefitInsite, caused by and/or resulting from a Disaster. For purposes of this subsection, a "Disaster" includes any threatened or actual interruption or shutdown (of any duration) of any facility that directly or indirectly affects BenefitInsite. Winston will report on the results of its real-time activity monitoring that will detect significant performance degradation or down time on BenefitInsite on a quarterly basis.

Schedule C: Maintenance and Support Services

This part describes the terms and conditions relating to Maintenance and Support that WFS shall provide during the Term of this Agreement for the BenefitInsite. The Maintenance and Support described in this SOW does not limit any warranty set forth in the MSA. Winston will provide the following services:

- 1) **Help Desk.** WFS shall provide phone and email technical support for Customer related to the use and operation of BenefitInsite during Business Hours. "Business Hours" means 8:30AM ET to 5:00PM ET, Monday through Friday excluding holidays.
- 2) **Software Maintenance Releases.** WFS shall without additional charge make, install, configure, test and do everything necessary to see that BenefitInsite includes software and documentation for any maintenance releases and any new versions of BenefitInsite.
- 3) **Error Correction.** WFS shall make, install, configure, test and do everything necessary to see that BenefitInsite includes appropriate workarounds or bug-fixes or otherwise repair or correct any material, reproducible deviations from normal operating performance of the System in a timely fashion according to the severity of the error, as determined by Customer, as set forth in the table below for Severity 1 - 3 Errors and the impact on the end user's ability to operate and use BenefitInsite. WFS will promptly log, research and resolve errors Deviations in BenefitInsite.

Severity Level	Definition
Severity Level 1	High Visibility Any error, bug or malfunction that causes a failure or imminent failure of BenefitInsite as a whole or any critical component of BenefitInsite, resulting in it being largely unusable for its intended purpose.
Severity Level 2	Moderate Visibility An error, bug, or malfunction that causes significant system degradation, without causing a Severity 1 Error . Limited capability but only with a difficult work around.
Severity Level 3	Low to Medium Visibility An error, bug, or malfunction that affects use of BenefitInsite or a component of BenefitInsite but is not: (a) a Severity 2 Request; (b) a Severity 1 Request; or (c) a single question regarding features of BenefitInsite. Limited capability but is excessively slow or inconvenient to use.

- 4) **Response and resolution times.** WFS will make best efforts basis to respond and address all issues during business hours, according to the timetables below.

Severity	Phone Response Time Goal	Engagement Time	Resolution Time
Severity 1	2 hours	2 Hours	6 hours
Severity 2	6 hours	1 Business Day	2 Business Days
Severity 3	1 Business Day	2 Business Day	10 Business Days

Schedule D: Outsourced System and Data Security

This Schedule describes the obligations, procedures and protocols that Winston agrees to as it pertains to Outsourced Systems and Data Security. If provisions in the MSA and this Schedule impose inconsistent obligations on WFS, the provisions of this Schedule shall control. Obligations set forth herein that are more stringent than (or additional to) those of the MSA shall be deemed cumulative, not inconsistent.

- 1) WFS agrees to comply with, and require its hosting providers, subcontractors and other representatives (collectively, "Representatives") who are assigned to perform services under the MSA to comply with industry standards for information security.
- 2) In addition to the general covenants of legal compliance set forth in the MSA, WFS shall adhere to all applicable regulatory requirements pertaining to privacy and handling of customer information, including those that become applicable by reason of international business activities of Customer or WFS. If WFS intends to use any processing facility located outside the United States to process any data relating to Customer or its customers or otherwise transmit any data relating to Customer or its customers across national borders, WFS shall provide advance written notice to Customer. If WFS proposes to do so, WFS shall see that all related processing facilities and systems comply with all applicable laws, regulations, treaties, and other legal requirements of the United States, all other affected countries, and any international organizations having jurisdiction, including without limitation, those with regard to data security and privacy, data processing and transmittal of data across national borders.
- 3) In addition to any audits required by the MSA, At Customer's request, WFS shall submit its privacy statement and policy as well as its data privacy and information systems security measures and policies to an audit by Customer and its counsel and representatives, or a mutually agreeable third party. WFS shall remedy any shortcomings identified in such audit and make all changes necessary to comply with applicable law, and otherwise see that its policies and systems conform to any reasonable requests made by Customer or such auditors.
- 4) WFS shall maintain Customer's data in separate directories at all times and shall maintain a hardware/software configuration that ensures only authorized users will have a logical path to Customer's data.
- 5) WFS shall provide evidence that an intrusion detection system is installed and that monitoring is performed on a continuing basis. WFS shall maintain sufficient software, hardware, systems, personnel and other resources to ascertain whether a penetration attempt is being made against any part of the network, mainframe, server or other infrastructure or facilities used by WFS to process or transport Customer information. WFS will identify and advise Customer of any internal and external risks noted that could result in unauthorized disclosure, misuse, alteration or destruction of or access to customer information or Customer information systems and implement appropriate internal technical and procedural controls to prevent such intrusions.
- 6) WFS shall, no less frequently than annually perform or contract with an independent party to perform vulnerability scans of internal and external networks, applications, hosting sites, and other networking systems using industry accepted practices and tools. WFS shall also, no less frequently than annually, perform or contract with an independent party to perform application penetration testing. WFS shall advise Customer of the scope (in advance, unless impractical or such notice would invalidate the integrity of the simulation) of a vulnerability scan or penetration testing, the results of such scan or testing, and a plan for remediating any threats, vulnerabilities, or other weaknesses within a reasonable period of time thereafter. WFS may contract with an independent party to continually monitor website and network security, provided that WFS shall report and provide a remediation plan for any vulnerabilities to Customer as provided above.
- 7) WFS shall assure that appropriate audit trails and logs of all activities affecting Customer processing and data are captured, periodically reviewed, and retained by WFS or transferred to a next custodian for a period of at least 1 year after termination of the MSA.
- 8) Ownership and licensing rights with respect to WFS's software systems (operating systems, utilities, database and application software) shall be clearly documented and disclosed to Customer upon request. WFS shall enter into escrow agreements (and see that its mission-critical subcontractors do the same) in commercially reasonable form and substance ensuring WFS (or its subcontractors, as the case may be) the right to access the appropriate object and source code should the software provider become insolvent or fail or refuse to provide any necessary software maintenance and support.
- 9) System controls associated with all platforms and the networks or network interfaces used to process Customer applications and data shall be managed and maintained in accordance with industry standards, including remediation of vulnerabilities and known bugs that could cause exposure to malfunctions, errors or malicious activity as soon as possible.
- 10) The information and materials processed or stored by WFS on behalf of Customer shall be handled in accordance with the classification (e.g., confidential, sensitive, public) of the information under applicable regulations as well as WFS's standards and policies, as in effect from time to time.

- 11) Use of data by WFS for data mining or for any purpose other than the processing directly contracted by Customer shall not be allowed without the express written permission of an executive officer of Customer or Chief Privacy Officer.
- 12) The release of any user information, such as access rights, shall be made only to the appropriately authorized personnel as defined by the Customer application owner.
- 13) Software, data, written materials, hardcopy of printouts, and storage media containing Customer data shall be secured at all times from unauthorized copying, use, duplication, and storage, and shall be securely destroyed when no longer required. WFS shall ensure the proper degaussing, cleansing, disposal or destruction of data contained on all media (e.g., shredding of paper, microfiche, degaussing of optical, magnetic and other media, computer drives and disks).
- 14) Access to production data and software for non-Customer and WFS employees shall be based on authorized job-related responsibilities. A record of all access requests and authorization shall be maintained and used by authorized parties alone to verify the work of the personnel implementing the access capability to the systems. A record of all access requests and authorizations granted shall be maintained for use by authorized parties to verify the work of the personnel implementing the access capability to the systems.
- 15) WFS shall log all actual or attempted log-on violations as well as access violations.
- 16) WFS shall generate access history logs for critical application transactions, retain the logs for at least one year, and keep them accessible in a format mutually agreeable to by Customer and WFS, for Customer's review, search, copying and reproduction.
- 17) Where possible, the access ID, password format or other access device (e.g., smartcard) shall be consistent with the criteria set forth in the Customer policies. Requirements include ID and password minimum characters, logging, suspension, and reset.
- 18) WFS shall ensure appropriate and prudent levels of separation of duties. Separation of duties shall be stated for security administration, review of access and violation reports when those responsibilities remain the responsibility of WFS
- 19) WFS shall provide Customer with the evidence of WFS-equivalent security control over WFS's service providers who support, store, recover, or otherwise handle the systems or data associated with the Customer relationship.
- 20) WFS shall validate the accuracy of all access control lists that allow any WFS or Customer users to access Customer data, software, files and operational software. Such validations will include application transactions, application datasets and files, any operating system special privileges, system utilities and tools authorities, database software privileges, software management functions, console command authorities, security administration authorities, operating system and security parameters definitions.
- 21) Upon request, WFS shall provide Customer with the capability to review all access control and security parameter definition lists that directly or indirectly control the access to Customer data.
- 22) An incident response process based on a collaborative approach among Customer and WFS shall be developed to respond rapidly and effectively to security incidents. The incident notification process shall be outlined in the MSA and will include whom to notify, how to notify, and when notification will occur. WFS will provide Customer with all the legally allowed evidence and documentations of WFS's investigation related to any security incident.
- 23) WFS will maintain appropriate physical, electronic and procedural safeguards to store, and secure any and all Customer information to protect it from unauthorized access, use, disclosure, alteration, loss and destruction. If an when Customer information is to be destroyed, which shall not occur without Customer's written consent and verification, WFS shall ensure that such information is completely and properly destroyed, including by way of example and not limitation, the shredding or pulping of paper and the scrub of electronic devices using the latest available technology so no information can be reconstructed. The safeguards used by WFS to protect Customer's information will be no less than those used by WFS to protect its own confidential information and industry standards.
- 24) Customer shall have the right to perform such audits more frequently (i) if necessary for Customer to meet or respond to any regulatory requirement or inquiry; or (ii) as deemed reasonably necessary by Customer as a result of Customer's good faith belief that WFS or its hosting provider has breached (or caused a breach) any of its obligations hereunder. WFS and its hosting provider shall provide commercially reasonable access to the systems and any other documents or materials as are necessary to reasonably confirm compliance with WFS's obligations provided under this SOW and the MSA.
- 25) If any data security or similar report prepared by an independent auditor reveals that WFS's internal controls, in whole or in part, fail to constitute effective controls over financial reporting, WFS shall prepare and deliver to Customer a plan that is reasonably acceptable to Customer for promptly addressing such issues, which may consist of correcting specific deficiencies or exceptions or instituting compensating controls, as reasonably determined by WFS ("Corrective Plan"). WFS shall deliver the Corrective Plan to Customer within ninety (90) calendar days following WFS's delivery to Customer of any report containing the deficiencies and/or

exceptions. WFS shall bear all costs and expenses associated with correcting, or instituting compensating controls for, all deficiencies and exceptions identified in the Corrective Plan if such deficiencies and/or exceptions affect WFS's customers generally.

- 26) All audits and reports under this agreement shall be confidential, and Customer shall not, without WFS's prior consent, disclose or permit any other person to disclose the results of the audit to any person except as required by Applicable Laws.

Schedule E: Fee Schedule

Pricing is based on the following assumptions and highlights:

Variable	Assumption(s)
Headcount & Eligibility	1,750 Full-Time, Benefit Eligible Employees 100 Retirees
Vendor Interfaces	All Vendors including Payroll Vendor
Wellness Incentive	Yes, if applicable

2016 – 2019 Summary of Services

BenefitInsite Communicate, Enroll & Admin

- Web Based Benefit & Communication Portal
- Manager & Employee Self Service (OE, NH, LE – *all benefits*)
- Administrator Rights & Reporting
- Beneficiary, Eligibility & EOI Management
- Recordkeeping for all enrollment and eligibility data
- Dedicated service team to manage scope of service deliverables

Vendor Administration

- Secure, Electronic Integration w/ Vendors
- Carrier Eligibility Reporting & Reconciliation

Employee Service Center

- Application and technical support
- Includes toll-free #, call recording & line charges

Dependent Eligibility Services

- Documentation pends and storage of all eligible transactions

ACA Employee & Employer Federal Form Reporting

- Form 1094-B Employer Generation & Submission
- Form 1095-C Employee Form – Electronic Generation
- Documents available within the application
- 1095-C Employee Form Printing
 - Print & Fulfillment of Form 1095-C
 - USPS 1st Class Postage

Fee For Services

\$2.88 PE/PM

1. All implementation and/or up front charges are **WAIVED**.
2. Fixed rate pricing for 3 year period insures vendor and service stability.
3. Assumes vendor and plan and contribution rate changes within each plan year.
4. Assumes load of “in-force” data prior to go “live” date.
5. Fulfillment of the 1095-C Employee Form is based on current 1st Class postage rates. Winston reserves the right to revise the annual fulfillment cost based on changes to the 1st Class postage rate.
6. Billing of the monthly fee will begin on the month BenefitInsite goes “live”.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Winston Financial Services, Inc.
Manasquan, NJ United States

Certificate Number:
2016-1434

Date Filed:
01/06/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

1509-011

Hosted Solution Services - Web Based Benefit Enrollment System & Benefit Administration System (BenefitInsite)

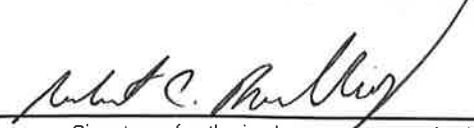
4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Beam, Meredith	Marietta, GA United States		X
Bradley, Curry	Manasquan, NJ United States	X	
Bradley, Colin	Manasquan, NJ United States	X	
Bradley, Robert	Manasquan, NJ United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.


Signature of authorized agent of contracting business entity

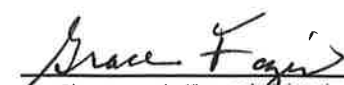
AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said authorized agent, this the 7 day of JANUARY, 20 16, to certify which, witness my hand and seal of office.

GRACE FAZIO

A Notary Public of New Jersey

My Commission Expires May 11, 2016


Signature of officer administering oath

Printed name of officer administering oath

Sr. Premium Accountant
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Winston Financial Services, Inc.
Manasquan, NJ United States

Certificate Number:
2016-1434

Date Filed:
01/06/2016

Date Acknowledged:
01/07/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

1509-011
Hosted Solution Services - Web Based Benefit Enrollment System & Benefit Administration System (BenefitInsite)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Beam, Meredith	Marietta, GA United States		X
	Bradley, Curry	Manasquan, NJ United States	X	
	Bradley, Colin	Manasquan, NJ United States	X	
	Bradley, Robert	Manasquan, NJ United States	X	

5 Check only if there is NO Interested Party.☐**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____,
20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

Commissioners Court - Regular Session**28.****Meeting Date:** 01/12/2016

Renewal and Exemption for Oracle DBA Consulting Services Agreement

Submitted For: Max Bricka**Submitted By:** Jewel Walker, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving renewal of the Consulting Services Agreement between Rely Information Systems, LLC and Williamson County, Texas for DBA patch and upgrade assistance and general Oracle DBA support and maintenance of Williamson County's Oracle applications, and exemption of the services to be provided under the agreement from the competitive bidding proposal requirements per the County Purchasing Act pursuant to the discretionary exemption for personal services, as set forth under Section 262.024(a)(4) of the Texas Local Government Code.

Background

Rely Information Systems, LLC will provide consulting services, general DBA support and maintenance of Williamson County's Oracle applications during the period from November 1, 2015 through October 31, 2016.

Only actual hours will be charged, \$88 per hour with an estimated 12 hours per week. Rely Information Systems, LLC will provide DBA patch and upgrade assistance as requested, \$88 per hour for an estimated 80 hours. The estimated total cost for routine support and patch applications support is \$66,176.00.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsConsulting Services Agreement- Rely Information Systems

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Jewel Walker
Final Approval Date: 01/07/2016

Reviewed By

Kerstin Hancock
Wendy Coco

Date

01/07/2016 08:24 AM
01/07/2016 09:53 AM
Started On: 01/04/2016 01:04 PM

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("Agreement") between Rely Information Systems LLC, organized and existing under the laws of the State of Texas, (hereinafter "Consultant"), with its principal place of business at Irving, TX , and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 301 S.E. Inner Loop, Suite 105, Georgetown, Texas, 78626, sets forth the terms and conditions pursuant to which Consultant will provide certain services. Rely Information Systems LLC is a sole operation of the company's owner - Praveen Rao who is the sole provider of all services to County and has the authority to represent his company in all matters.

1. Consulting Services

1.1 A statement of work ("SOW") is attached hereto and the terms therein are incorporated in this Agreement. Consultant agrees to perform the consulting services ("Services") as set forth in the attached SOW, and in any subsequently approved SOW referencing this Agreement, in a professional manner. Consultant 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, and may be renewed for successive one-year periods pursuant to a separate written agreement between the parties.

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 Consultant 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 The services will be charged to County on a Time and Material basis not including travel or other reimbursable expenses. County agrees to pay Consultant the fees set forth in the SOW. County shall reimburse Consultant for reasonable travel and out-of-pocket expenses incurred in the performance of this Agreement; provided, however, all proposed travel and out-of-pocket expenses must be reviewed and approved by County prior to being incurred.

Unless specified otherwise in the SOW, Consultant will invoice County semi-monthly for 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. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Consultant of the discrepancy. Following County's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

3.2 County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the SOW, if any, or County shall provide Consultant with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

4. Ownership and License

Consultant retains all ownership and intellectual property rights in techniques, methodology, and products (collectively "IP") provided or used by Consultant in the performance of services, and any extensions to Consultant IP developed in conjunction with the SOW, including but not limited to software code, operating instructions, unique design concepts, software development tools, and training materials. Consultant grants to County, a perpetual, nonexclusive, nontransferable, worldwide, fully paid up license to use, solely for its own internal business purposes, elements of the Deliverables, which contain Consultant IP.

5. Confidential Information

5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Consultant to County under this Agreement will remain Consultant's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and

will be promptly returned at Consultant's request. Except as otherwise required by law, County may not disclose, without Consultant's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.

5.2 To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Consultant will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Consultant may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

5.3 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to Consultant for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Consultant in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

6. 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.

7. Warranties

7.1 Consultant warrants that the consulting services provided pursuant to this Agreement will be performed consistent with generally accepted industry standards and as provided in Article 1. The warranty period for an application module or product shall begin as each application module or product is placed in production status. For purposes of this section, an application module or product is considered in production status if County is processing actual transactions, using the respective application module or product.

7.2 Consultant agrees to fully cooperate with the County's software and hardware providers throughout the implementation, and thereafter, to assist in the determination of the cause and resolution of any issues related to the software, hardware or system as implemented. In the event the cause of the issue is determined to be inadequate work, errors, or omissions in the services

provided by Consultant, Consultant shall correct the issue at no additional cost to the County as soon as reasonably practical, but in no event later than seven (7) calendar days following notice to Consultant that inadequate work, errors, or omissions in the services provided by Consultant exist. In the event the cause of the issue is determined not to be caused by Consultant, Consultant may invoice the County for the time and actual, reasonable expenses related to their investigation and resolution of the issue according to the rate schedule included in the applicable SOW.

8. Indemnification

CONSULTANT SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL CLAIMS, LIABILITIES AND COSTS, INCLUDING REASONABLE ATTORNEY FEES, REASONABLY INCURRED IN THE DEFENSE OF ANY CLAIM BROUGHT AGAINST THE COUNTY IN THE COURTS OF THE UNITED STATES AND CANADA BY A THIRD PARTY(S) ALLEGING THAT A PARTY'S USE OF ANY MATERIAL, INFORMATION OR TECHNOLOGY SUPPLIED BY THE CONSULTANT IN RELATION TO THE SERVICES PROVIDED HEREUNDER INFRINGES OR MISAPPROPRIATES ANY COPYRIGHT, TRADE SECRET OR UNITED STATES OR CANADIAN PATENT OF WHICH THE PARTY SUPPLYING THE MATERIAL, INFORMATION OR TECHNOLOGY IS OR SHOULD BE AWARE; PROVIDED THAT THE COUNTY NOTIFIES THE CONSULTANT IN WRITING OF ANY SUCH CLAIM AND THE CONSULTANT IS PERMITTED TO CONTROL FULLY THE DEFENSE AND ANY SETTLEMENT OF SUCH CLAIM AS LONG AS SUCH SETTLEMENT SHALL NOT INCLUDE A FINANCIAL OBLIGATION ON THE COUNTY. THE COUNTY SHALL COOPERATE FULLY IN THE DEFENSE OF SUCH CLAIM AND MAY APPEAR, AT ITS OWN EXPENSE, THROUGH ITS OWN COUNSEL. THE CONSULTANT MAY, IN ITS SOLE DISCRETION, SETTLE ANY SUCH CLAIM ON A BASIS CONSULTANT SUBSTITUTES FOR THE MATERIAL, INFORMATION OR TECHNOLOGY, ALTERNATIVE, SUBSTANTIALLY EQUIVALENT NON-INFRINGEMENT MATERIAL, INFORMATION OR TECHNOLOGY.

9. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

10. Change Requests

County or Consultant may request changes to the Services to be performed under the applicable SOW by written notice ("Change Requests"). The nature of these changes include, but are not limited to, additions to or deletions from any services, changes to the schedule, prevention or loss of work due to inadequate facilities or technical infrastructure, or changes to key final decisions, or, any extra work by Consultant necessitated by County not meeting its obligations or preventing Consultant from meeting its obligations.

All Change Requests shall be subject to the following terms:

- i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below;
- ii. 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;

iii. 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.

12. 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.

13. General

13.1 Personal Service. Consultant hereby agrees and acknowledges that this Agreement requires that Praveen Rao, who is the sole member/owner of Rely Information Systems LLC, to personally and solely provide all of all Services and Deliverable to County under this Agreement and that at no time may any other individual, entity or subcontractor provide any of the Services and Deliverables. Due to Consultant's agreement under this provision, this Agreement shall constitute a purchase of personal services by County pursuant to Section 262.024 (a)(4) of the Texas Local Government Code.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

13.7 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.

13.8 County's Right to Audit. Consultant 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 Consultant which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant agrees that County shall have access during normal working hours to all necessary Consultant 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 Consultant reasonable advance notice of intended audits.

13.9 Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant 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.

13.10 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.

13.11 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.

13.12 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 Consultant has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

RELY INFORMATION SYSTEMS LLC

BY: V. Praveen Rao

NAME: VARADA PRAVEEN RAO

TITLE: PRESIDENT

DATE: DEC 28, 2015

WILLIAMSON COUNTY, TEXAS

BY: _____

Dan A. Gattis,
Williamson County Judge

DATE: _____, 20____

EXHIBIT A STATEMENT OF WORK

The following describes the Services that shall be provided and accomplished by Consultant pursuant to the terms and conditions of the Agreement and this SOW:

Scope of Work:

This Statement of Work is defining Williamson County's Oracle DBA support, contracted with Rely Information Systems LLC. The County shall only pay for actual hours worked.

Description of Services: The following services will be provided		
1	Provide general DBA support and maintenance of Williamson County's Oracle applications during the period from Nov 1, 2015 through Oct 31, 2016. These are estimates of support required. Actual hours will be charged.	12 Hours per week
2	Provide DBA patch and upgrade assistance, as requested (this is estimated for planning purposes at 80 hours. The actual amount of time required will depend on the quantity and complexity of the patches selected.	80 hours

Time for Performance:

The Service to be performed under this SOW shall be from Nov 1, 2015 through October 31, 2016.

Compensation:

The maximum amount payable for all Time and Materials under the Agreement, without modification, shall not exceed \$82,000.

Time and Materials Rates:

This Work Order is for the period beginning Nov 1 2015, until Oct 31, 2016.			
Consultant(s)	Hourly Rate(s)	Estimated Hours	Cost
Oracle DBA- routine weekly support	\$88	672 hours (estimate only)	\$59,136
Oracle DBA- patch applications	\$88	80 hours (estimate only)	\$7040
		Total hours 800	Total Cost- \$66,176

Payment:

Payment for the Time and Materials actually incurred shall be made in accordance with the terms of the Agreement.

Commissioners Court - Regular Session**29.****Meeting Date:** 01/12/2016

Intercom and Paging System for Williamson County Jail

Submitted By: Brenda Fuller, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for RFP/Bid #1512-040, Intercom and Paging System for Williamson County Jail.

Background

Williamson County is seekign a vendor to provide and install a new Jail Intercom and Paging System.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

RFP Packet for 1512-040

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Brenda Fuller

Final Approval Date: 01/07/2016

Reviewed By

Kerstin Hancock

Wendy Coco

Date

01/07/2016 08:24 AM

01/07/2016 09:53 AM

Started On: 01/04/2016 03:42 PM



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION

Intercom and Paging System for Williamson County Jail

**PROPOSALS MUST BE RECEIVED ON OR
BEFORE:**

Feb 3, 2016 3:00:00 PM CST

**PROPOSALS WILL BE PUBLICLY
OPENED:**

Feb 3, 2016 3:00:00 PM CST

Notice is hereby given that sealed Proposals for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive proposals. Specifications for this RFP may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this proposal.

All electronic proposals must be submitted via: www.bidsync.com

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Proposal Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this RFP.

Respondents are strongly encouraged to carefully read this entire RFP.

Electronic proposals are requested, however paper proposals will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Please note that a complete package must be submitted choosing one of the above two methods.

Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

- ✓ If mailed or delivered in person, Proposals and Proposal addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFP, to:

Williamson County Purchasing Department
Attn: **PROPOSAL NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Proposal.
- ✓ **Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.**
- ✓ Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
- ✓ Facsimile transmittals will NOT be accepted.
- ✓ Proposals will be publicly opened in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.
- ✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.
- ✓ It is the Respondent's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.
- ✓ Any addenda and/or other information relevant to the RFP will be posted on www.bidsync.com.
- ✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.
- ✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

Bid 1512-040

Intercom and Paging System for Williamson County Jail

Bid Number **1512-040**
 Bid Title **Intercom and Paging System for Williamson County Jail**

Bid Start Date **In Held**
 Bid End Date **Feb 3, 2016 3:00:00 PM CST**
 Question & Answer End Date **Jan 29, 2016 5:00:00 PM CST**

Bid Contact **Brenda Fuller**
512-943-1607
brendafuller@wilco.org

Contract Duration **One Time Purchase**
 Contract Renewal **Not Applicable**
 Prices Good for **30 days**
 Pre-Bid Conference **Jan 27, 2016 2:00:00 PM CST**
Attendance is optional
Location: 508 South Rock Street
Georgetown, TX 78626

Bid Comments **Intercom and Paging System**

Item Response Form

Item **1512-040-01-01 - please attach all required documents here**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**
No Location Specified

Qty 1

Description

please attach all required documents here

BID References for

Bidders Name

List at least **(3) companies or governmental agencies**, where the same or similar goods and/or services as contained in this BID package, were recently provided by Respondent in the last 4 years – OR attach list of references with the following details.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: Email:

Contract Dates: Contract Value:

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: Email:

Contract Dates: Contract Value:

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: Email:

Contract Dates: Contract Value:

Scope of
Work:

--

CONFLICT OF INTEREST QUESTIONNAIRE**For vendor or other person doing business with local governmental entity****Form CIQ**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2

Check this box if you are filing an update to a previously filed questionnaire.

☐

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

	5
	6

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

	5
	6

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5

Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

	5
	6

6. Describe any other affiliation or business relationship that might cause conflict of interest:

	5
	6

7

Signature of person doing business with the governmental entity

Date

Signature not required if completing in BIDSYNC electronically.

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

STATE OF COUNTY OF

BEFORE ME, the undersigned authority, a Notary Public in and for the State of , on this

day personally appeared (*Name of Signer*), who after being by me duly sworn, did depose and say:

"I, (*Name of Signer*) am a duly authorized officer of/agent for

(*Name of Respondent*) and have been duly authorized

to execute the foregoing on behalf of the said

(*Name of Respondent*).

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name and Address of Respondent:

Fax:

Telephone #:

By:

Printed Name:

Title:

SUBSCRIBED AND SWORN to before me by the above-named

on this the day of , 20

Notary Public in and for

The State of

Proposer References

List at least **(3) companies or governmental agencies**, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent in the last 4 years.

Reference 1

Client Name: Location:
City or County

Contact Name: Title:

Phone: Email: Contract Dates:
 Contract Value: \$

Scope of Work:

Reference 2

Client Name: Location:
City or County

Contact Name: Title:

Phone: Email: Contract Dates:
 Contract Value: \$

Scope of Work:

Reference 3

Client Name: Location:
City or County

Contact Name: Title:

Phone: Email: Contract Dates:
 Contract Value: \$

Scope of Work:

For Respondent or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p>
<p>1. Name of person doing business with local governmental entity.</p> <div style="border: 1px solid black; height: 20px; width: 250px;"></div>	
<p>2. Check this box if you are filing an update to a previously filed questionnaire. <input type="checkbox"/></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <div style="border: 1px solid black; height: 30px; width: 600px;"></div> <div style="text-align: right; border: 1px solid black; padding: 2px;">5 6</div>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <div style="border: 1px solid black; height: 30px; width: 600px;"></div> <div style="text-align: right; border: 1px solid black; padding: 2px;">5 6</div>	
<p>CONFLICT OF INTEREST QUESTIONNAIRE</p> <p>CIQ</p> <p style="text-align: right;">FORM</p>	

For Respondent or other person doing business with local government entity

1. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

- B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

☐ Yes ☐ No

- C. Is the filer of the questionnaire affiliated with a Corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

- D. Describe each affiliation or business relationship:

	5
	6

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

	5
	6

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the evaluation of the Proposal.

☐ I will offer the quoted prices to all authorized entities during the term of the contract.

☐ I will not offer the quoted prices to all authorized entities.

1. RESPONSE FORMAT AND SUBMISSION

1.1 Introduction

Each Proposal submitted in response to this RFP should clearly reference those numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow Williamson County staff to efficiently evaluate all submitted Proposals, Williamson County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non-requested information.

Please provide your Proposal response using:

- 3 8 ½" x 11" pages, inclusive of any cover letter or supporting materials
- 4 The least amount of plastic/laminate or other non-recyclable binding materials
- 5 Single-sided printing

Vague and general Proposals will be considered non-responsive, and may, at County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

1.2 Organization of Proposal Contents and Table of Contents

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the Proposal. Additionally, the table of contents should clearly identify and denote the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

- (1) Transmittal Letter
- (2) Table of Contents
- (3) Executive Summary
- (4) Proposal Response to Criteria (see Specifications & Cost Proposal, Experience and Qualifications, References, Implementation Strategy)
- (5) Price Sheet
- (6) References: Identification of three (3) references *within the last 4 years* for which the Respondent is providing or has provided the goods and services (public sector) of the type requested, including the name, position, and telephone number of a contact person at each entity
- (7) Conflict of Interest Questionnaire
- (8) Proposal Affidavit and Addenda Acknowledgement
- (9) Signature Page
- (10) Attach your entities Sample Contract

1.3 Transmittal Letter

The Respondent should submit a Transmittal Letter that provides the following:

- A. Name and address of individual or business entity submitting the Proposal;
- B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.);
- C. Place of incorporation or organization, if applicable;
- D. Name and location of major offices and other facilities that relate to the Respondent's performance under the terms of this RFP;
- E. Name, address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP;
- F. The Respondent's Federal Employer Identification Number;
- G. A commitment by the Respondent to provide the services required by Williamson County;
- H. A statement that the Proposal is valid for ninety (90) calendar days from the deadline for submittal of Proposals to Williamson County (Any Proposal containing a term of less than ninety (90) calendar days for

acceptance, may at Williamson County's sole discretion, be rejected as non-responsive.);

I. 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 Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

1.4 Executive Summary

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary must represent a full and concise summary of the contents of the Proposal.

The Executive Summary should not include any information concerning the cost of the Proposal.

The Respondent should identify any services and/or goods that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the services specifically required may, at Williamson County's sole discretion, result in disqualification of the Proposal.

The Respondent also should indicate why it believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience in and understanding required in order to carry out the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key contacts and a telephone number. The Respondent should briefly state why it believes its proposed services and/or goods best meet Williamson County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its services and/or goods in any relevant area not covered elsewhere in its Proposal.

1.5 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 amended. As of January 1, 2006, Respondents are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter

176. Additional information may be obtained from the Williamson County website at the following link:

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

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor, with any employee or official of Williamson County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with Williamson County employees or officials may be cause for termination. Williamson County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement in accordance with this RFP.

1.6 Ethics

The Respondent 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.

1.7 Delivery of Proposals

Williamson County uses BidSync to distribute and receive bids and proposals. Bids can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

If mailed or delivered in person, Proposals and Proposal addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFP, to:

Williamson County Purchasing Department
Attn: **PROPOSAL NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.

Respondent should submit **one (1) original, two (2) paper copies** and **one (1) CD or (1) USB** copy of the Proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.

Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Bid Enclosed."

2.0 INSTRUCTIONS AND GENERAL REQUIREMENTS

Read this document carefully. Follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the **Proposal Specifications, Addenda issued as a part of this RFP and Modifications issued as a part of this RFP**. Be sure your Proposal package is complete.

2.1 Ambiguity, Conflict, or other Errors in the RFP

If Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, Respondent shall immediately notify Williamson County Purchasing Department of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. If the Respondent fails to notify Williamson County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to Respondent, or an error or ambiguity that reasonably should have been known to Respondent, then Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

Williamson County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All addenda will be numbered consecutively, beginning with 1.

2.2 Notification of Most Current Address

Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Proposals.

2.3 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County.

2.4 Signature of Respondent

A Transmittal Letter, which shall be considered an integral part of the Proposal, shall be signed by an individual who is authorized to bind the Respondent contractually.

If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to contract award.

2.5 Assumed Business Name

If the Respondent operates business under an Assumed Business Name, the Respondent must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

2.6 Economy of Presentation

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of Williamson County, rejected and not considered.

2.7 Proposal Obligation

The contents of the RFP, Proposal and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any ensuing agreement.

2.8 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable Proposals. Failure to comply with all provisions of the RFP may, at the sole discretion of Williamson County, result in disqualification.

2.9 Evaluation

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect Williamson County's judgment as to the appropriateness of an award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent's Proposal, may also be noted and made part of the evaluation file. Williamson County shall have sole discretion for determining the reliability of the source. Williamson County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Williamson County.

2.10 Withdrawal of Proposal

The Respondent may withdraw its Proposal by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Respondent may thereafter submit a new Proposal prior to the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

2.11 Responsibility

It is expected that a Respondent will be able to affirmatively demonstrate Respondent's responsibility. Respondent 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; and
- d) be otherwise qualified and eligible to receive an award.

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

2.12 Purchase Orders

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

2.13 Silence of Specifications

The apparent silence of any RFP 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.

2.14 References

Williamson County requires Respondent to supply a list of at least three (3) references **within the last 4 years** where like services and/or goods have been supplied by Respondent if Respondent has not done business with the County within the past five (5) years.

3.0 DEFINITIONS, TERMS AND CONDITIONS

3.1 Definitions

- a. "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.
- b. "Agreement" – The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal. Such ensuing Agreement shall contain the Proposal Specifications, Terms and Conditions that are derived from the RFP.
- c. "Contract" – This RFP and the Proposal of the Successful Respondent shall become a contract between the Successful Respondent and Williamson County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the "Commissioners Court").
- d. "Proposal Documents" – The Legal Notice, RFP including attachments, and any Addenda issued by Williamson County prior to the consideration of any Proposals.
- e. "Proposal" – Is a complete, properly signed Proposal submitted in accordance with this RFP which is irrevocable during the specified period for evaluation and acceptance of Proposals.
- f. "Respondent" – A person or entity who submits a Proposal in response to this RFP.
- g. "RFP" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
- h. "Successful Respondent" – The responsible Respondent who, in Williamson County's sole opinion, submits the Proposal which is in the best interest of Williamson County, taking into account factors identified herein and to whom Williamson County intends to award the Contract.

3.2 Terms and Conditions

3.2.1 Venue and Governing Law

Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any ensuing 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 RFP, the Contract and any ensuing Agreement is governed by the laws of the United States, this RFP, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

3.2.2 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the RFP and its Addenda; and (2) the Respondent's Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the RFP and its Addenda; and (2) the Respondent's Proposal.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between (1) terms and conditions of the ensuing Agreement, (2) the RFP, and its Addenda; and (3) the Respondent's Proposal, applicable documents will be referred to for the purpose of

Clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement and its Addenda, (2) the RFP and its Addenda; and (3) the Respondent's Proposal.

3.2.3 Ownership of Proposal

Each Proposal shall become the property of Williamson County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

3.2.4 Disqualification of Respondent

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Respondent has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Proposals may be rejected if Williamson County believes that collusion exists among the Respondents.

3.2.5 Funding

County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Respondents understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under the Contract.

3.2.6 Assignment, Successors and Assigns

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County Commissioners Court. The Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the contracting parties and their respective successors and permitted assigns.

3.2.7 Implied Requirements

Products and services not specifically described or required in the RFP, but which are necessary to provide the functional capabilities described by the Respondent, shall be deemed to be implied and included in the Proposal.

3.2.8 Termination

3.2.8.1 Termination for Cause: Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Respondent breaches any of the RFP Specifications, Terms and Conditions, including warranties of Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided herein. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements.

3.2.8.2 Termination for Convenience: Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to Successful Respondent. Williamson County reserves the right to extend this period if it is in the best interest of the County. 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 Respondent 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.

3.2.9 Non-Performance

It is the objective of Williamson County to obtain complete and satisfactory performance of 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 equal to the amount of the goods

and/or services that were not provided and/or 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 and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the

services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar 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 the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent 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 Respondent.

3.2.10 Proprietary Information and Texas Public Information Act

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

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

3.2.11 Right to Audit

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

3.2.12 Inspections and Testing

Williamson County reserves the right to inspect and test equipment, supplies, material(s) and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, Williamson County can deem the Respondent to be in breach and terminate the Contract and/or any ensuing Agreement(s).

3.2.13 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Respondents for any expense incurred in preparing a Proposal in response to this RFP and Williamson County will not reimburse Respondents for such expenses.

3.2.14 Indemnification

SUCCESSFUL RESPONDENT SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT

OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE RESPONDENT'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SUCCESSFUL RESPONDENT ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. SUCCESSFUL RESPONDENT FURTHER AGREES TO **INDEMNIFY, DEFEND AND SAVE HARMLESS** WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL RESPONDENT'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

SUCCESSFUL RESPONDENT SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15th) DAY OF EACH MONTH; PROVIDE WILLIAMSON COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL RESPONDENT IN THE DEFENSE OF EACH MATTER. SUCCESSFUL RESPONDENT'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, RESPONDENT SHALL NEVER-THE-LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF RESPONDENT ARE NOT AT ISSUE IN THE MATTER.

Successful Respondent's indemnification shall cover, and Successful Respondent agrees to indemnify Williamson County, in the event Williamson County is found to have been negligent for having selected Successful Respondent to perform the work described in this request. The provision by Successful Respondent of insurance shall not limit the liability of Successful Respondent under the Contract and/or any ensuing Agreement.

3.2.15 Waiver of Subrogation

Successful Respondent and Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any ensuing Agreement.

3.2.16 Relationship of the Parties

The Successful Respondent 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 Respondent as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Successful Respondent 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 Respondent's means, methods or details pertaining to the Successful Respondent's performance of the work. County and the Successful Respondent hereby agree and declare that the Successful Respondent 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 Respondent is not an employee of County, and that the Successful Respondent and its employees, agents and sub- contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by County.

3.2.17 Sole Provider

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that Williamson County may contract with other providers of such goods and/or services if Williamson County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of Williamson County.

3.2.18 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. 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.

3.2.19 Severability

If any provision of this RFP, the Contract or any ensuing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any ensuing 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 RFP, the Contract or any ensuing 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 RFP, the Contract or any ensuing Agreement and be deemed to be validated and enforceable.

3.2.20 Equal Opportunity

Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

3.2.21 Notice

Any notice to be given shall be in writing and may be affected by personal delivery or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

Williamson County Purchasing Department
Max Bricka, Purchasing Agent (or successor)
901 S Austin Ave.
Georgetown, Texas 78626

Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) calendar day following mailing, whichever occurs first.

3.2.22 Sales and Use Tax Exemption

Williamson County is a corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

3.2.23 Compliance with Laws

Williamson County and Successful Respondent 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 Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

3.2.24 Incorporation of Exhibits, Appendices and Attachments

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein.

3.2.25 No Waiver of Immunities

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson 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.

3.2.26 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP,

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

3.2.27 Current Revenues

The obligations of the parties under the Contract and any ensuing Agreement do not constitute a general obligation or indebtedness for which County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that Williamson County shall have the right to terminate the Contract and any ensuing Agreement at the end of any Williamson County fiscal year if the governing of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may affect such termination by giving written notice of termination to the Successful Respondent at the end of its then-current fiscal year.

3.2.28 Binding Effect

This Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

3.2.29 Assignment

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Williamson County.

3.2.30 General Obligations and Reliance

Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of the services and goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality of the services and/or goods to be provided. Successful Respondent agrees and acknowledges that County is relying on Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of County in accordance with County's requirements and procedures. Successful Respondent's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the County nor shall the Successful Respondent be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

3.2.31 Contractual Development

The Williamson County Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent's best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Respondent must agree to inclusion in an ensuing Agreement of the Proposal Specifications, Terms and Conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer.

3.2.32 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Respondent and County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods 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 writing signed by the Successful Respondent and County.

3.2.33 Survivability

All applicable agreements that were entered into between Respondent and Williamson County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

3.2.34 Payment

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Successful Respondent, County shall notify Successful Respondent of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Successful Respondent, Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by

Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Successful Respondent 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 Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org, (512) 943-1500.

3.2.35 Contractual Formation and Ensuing Agreement

The RFP and the Respondent's Proposal, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Respondent and Williamson County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

THE RESPONDENT'S PROPOSAL SHOULD INCLUDE A SAMPLE CONTRACT, ANY OR ALL ADDITIONAL AGREEMENTS OR TERMS AND CONDITIONS AT THE TIME THE RESPONDENT'S PROPOSAL IS SUBMITTED USING SEPARATE ATTACHED DOCUMENTS FOR THE COUNTY'S REVIEW AND CONSIDERATION.

3.2.36 Legal Liability Information

The Successful Bidder shall disclose all legal liability information by listing any pending litigation or anticipated litigation that your firm is involved in, including but not limited to, potential or actual legal matters with private parties and any local, State, Federal or international governmental entities. Williamson County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Williamson County Commissioners Court.

3.2.37 Confidentiality

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

3.2.38 Inclement Weather

In case of inclement weather or any other unforeseen event causing the County to close for business on the date a bid/proposal submission deadline, the proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The

County reserves the right to make the final judgment call to extend any deadline.

Intercom and Paging System for Williamson County Jail

General Specifications

1.0 Purpose

Williamson County ("County") is soliciting a vendor to provide and install a new Jail Intercom and Paging System.

2.0 General Requirements

- 2.1** The current system consists of two equipment racks by two different manufacturers.
- 2.2** The Telecor System has approximately 250 intercom stations.
- 2.3** The TSK system has approximately 225 intercom stations.
- 2.4** Responder's proposals are to replace the complete system.
- 2.5** Existing field station wiring may be utilized with proposal.
- 2.6** The proposed system should be set up for six new intercom master stations.
- 2.7** The proposed system should have the capability to interface with future touch screen control computers.
- 2.8** The proposed system should allow for easy future expansion.

3.0 Scope of Work

3.1 Installation Requirements

- 3.11** Respondent should provide the necessary installation, termination and programming for the new system. This is to include the testing of existing cabling.
- 3.12** If it is found that any cable is non-usable and requires additional cable to be pulled these charges should be submitted for approval prior to completion of work.

3.2 Conduit and Cable

- 3.21** Respondent may utilize all existing conduit and wire for the field devices already operation on the Audio system.
- 3.22** If it is found that any conduit is non-usable and requires additional cable to be pulled these charges should be submitted for approval prior to completion of work.

3.3 Warranty

- 3.31** Respondent should include warranty terms.
- 3.32** All system components provided in the proposal must be warrantied.

3.4 Training

- 3.41** Respondent shall provide training to the Jail for administration, operation and maintenance.

4.0 Price

Total System Price should include:

- 4.1** Materials
- 4.2** Design and Engineering
- 4.3** Programming
- 4.4** Fabrication
- 4.5** Installation
- 4.6** Testing and Training

5.0 Evaluation Criteria

Responses will be evaluated by using the following criteria:

- 5.1** Price (40 maximum points)
- 5.2** Adherence to RFP Criteria (examples: Warranty, Training, Cabling, and Design) (25 maximum points)
- 5.3** References (10 maximum points)
- 5.4** Service Capability and Service Response Time (20 maximum points)
- 5.5** Ability to complete scope of work without subcontractors (5 maximum points)

6.0 Oral Presentations and Interviews:

Responders may be required to make oral presentations/interviews regarding their responses. These presentations/interviews provide an opportunity for the Responder to clarify their response to ensure mutual understanding of the services to be provided and the responder's approach to providing these services.

Question and Answers for Bid #1512-040 - Intercom and Paging System for Williamson County Jail

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session**30.****Meeting Date:** 01/12/2016

Homeland Security Grant Project Funding Request - HazMat Camera System Project

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on the approval of the HazMat Camera System Project for submittal for FY16 Homeland Security Grant funding in the amount of \$18,684.

Background

The current HazMat Camera (intrinsically safe or explosion proof) is coming to the end of life and needs to be replaced to sustain the same level of response capability. The newer cameras are smaller, offer more features, and are less expensive; therefore the request is for 4 complete camera systems to include interactive headsets. This will provide each team within Williamson County the same level of response capability and provide for greater situational awareness while in a hazardous atmosphere.

Note: All applications are made electronically through the e-Grants system. This application does not guaranty that funding will be approved at the state or regional level. All projects that are awarded funding will be presented to Commissioner's Court for final approval and acceptance.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jarred Thomas

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:53 AM

Started On: 01/05/2016 09:49 AM

Commissioners Court - Regular Session**31.****Meeting Date:** 01/12/2016

Homeland Security Grant Project Funding Request – Wireless DVR Equipment Project

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

Information**Agenda Item**

Homeland Security Grant Project Funding Request – Wireless DVR and Audio/Visual Transmission Equipment Project

Discuss, consider, and take appropriate action on the approval of the Wireless DVR and Audio/Visual Transmission Equipment Project for submittal for FY16 Homeland Security Grant funding in the amount of \$8500.

Background

The Wireless DVR and Audio/Visual Transmission Equipment will allow for greater situational awareness, operational coordination, and responder safety during an incident. This equipment will be utilized in conjunction with current disparate public safety camera equipment and integrate into a single viewing platform.

Note: All applications are made electronically through the e-Grants system. This application does not guaranty that funding will be approved at the state or regional level. All projects that are awarded funding will be presented to Commissioner's Court for final approval and acceptance.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jarred Thomas

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:53 AM

Started On: 01/05/2016 10:22 AM

Commissioners Court - Regular Session**32.****Meeting Date:** 01/12/2016

Homeland Security Grant Project Funding Request - Annual HazMat Monitor Maintenance Project

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on the approval of the Annual HazMat Monitor Maintenance Service Project for submittal for FY16 Homeland Security Grant funding in the amount of \$12,000.

Background

Williamson County seeks grant funding annually to provide HazMat monitor maintenance to aid in the sustainment of grant funded equipment. This funding has proven beneficial in extended product life and response readiness.

Note: All applications are made electronically through the e-Grants system. This application does not guaranty that funding will be approved at the state or regional level. All projects that are awarded funding will be presented to Commissioner's Court for final approval and acceptance.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jarred Thomas

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:55 AM

Started On: 01/07/2016 06:28 AM

Commissioners Court - Regular Session**33.****Meeting Date:** 01/12/2016

Homeland Security Grant Project Funding Request - PEAC Software Project

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on the approval of the PEAC Software Project for submittal for FY16 Homeland Security Grant funding in the amount of \$18,000.

Background

Williamson County currently operates PEAC software for HazMat Response and Planning. Due to the software's robust capabilities, expansion of the software is being sought to increase access to critical information to frontline supervisors for HazMat incidents prior to the activation or arrival of the full HazMat Team.

Note: All applications are made electronically through the e-Grants system. This application does not guaranty that funding will be approved at the state or regional level. All projects that are awarded funding will be presented to Commissioner's Court for final approval and acceptance.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jarred Thomas

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:55 AM

Started On: 01/07/2016 06:31 AM

Commissioners Court - Regular Session**34.****Meeting Date:** 01/12/2016

Homeland Security Grant Fund Project - Radiation Dosimeter Project

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on the approval of the Radiation Dosimeter Project for submittal for FY16 Homeland Security Grant funding in the amount of \$24,800.

Background

Williamson County currently operates Radiation Dosimeters for HazMat Response. In response to identified gaps in radiation detection upon initial emergency response, additional dosimeters are being sought for frontline responders and supervisors to aid in the identification of radiological incident prior to the activation or arrival of the full HazMat Team.

Note: All applications are made electronically through the e-Grants system. This application does not guaranty that funding will be approved at the state or regional level. All projects that are awarded funding will be presented to Commissioner's Court for final approval and acceptance.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jarred Thomas

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:55 AM

Started On: 01/07/2016 06:36 AM

Commissioners Court - Regular Session**35.****Meeting Date:** 01/12/2016

Homeland Security Grant Project Funding Request - Radiation Detection Project

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on the approval of the Portable Radiation Detection Device Project for submittal for FY16 Homeland Security Grant funding in the amount of \$5,000.

Background

Williamson County currently operates Portable Radiation Detection Devices for HazMat Response. In response to identified gaps in radiation detection, additional detectors are being sought to aid in the identification of radiological incident prior to the activation or arrival of the full HazMat Team.

Note: All applications are made electronically through the e-Grants system. This application does not guaranty that funding will be approved at the state or regional level. All projects that are awarded funding will be presented to Commissioner's Court for final approval and acceptance.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jarred Thomas

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:55 AM

Started On: 01/07/2016 06:39 AM

Commissioners Court - Regular Session**36.****Meeting Date:** 01/12/2016

Homeland Security Grant Project Funding Request - Level A HazMat Suits and Suits Tester Project

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on the approval of the Level A HazMat Suits with Flash Protection and Suit Tester Project for submittal for FY16 Homeland Security Grant funding in the amount of \$35,400.

Background

Williamson County currently utilizes an array of Level Suits during HazMat Incident Response. Not all suits provide flash protection leaving responders vulnerable to fire and heat. The additional suits will provide better standardization of equipment and increase overall safety of responders. The Suit Testers are required to periodically test the integrity of the suits to ensure maximum allowable shelf life and responder safety.

Note: All applications are made electronically through the e-Grants system. This application does not guaranty that funding will be approved at the state or regional level. All projects that are awarded funding will be presented to Commissioner's Court for final approval and acceptance.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jarred Thomas

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:55 AM

Started On: 01/07/2016 06:42 AM

Commissioners Court - Regular Session**37.****Meeting Date:** 01/12/2016

Homeland Security Grant Project Funding Request - Gemini Analyzer Project

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on the approval of the Gemini Analyzer – RAMAN and FTIR Project for submittal for FY16 Homeland Security Grant funding in the amount of \$95,000.

Background

Williamson County HazMat Team utilizes a wide array of detection, analyzation, and identification monitors. This device combines two identification technologies into a single hand-held device which will aid in the speed in which unknown substances may be identified.

Note: All applications are made electronically through the e-Grants system. This application does not guaranty that funding will be approved at the state or regional level. All projects that are awarded funding will be presented to Commissioner's Court for final approval and acceptance.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jarred Thomas

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:55 AM

Started On: 01/07/2016 06:50 AM

Commissioners Court - Regular Session**38.****Meeting Date:** 01/12/2016

WCEMS Donation

Submitted For: Kenny Schnell**Submitted By:** Kenny Schnell, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for EMS Donations.

Background

This is a \$150 anonymous donation to EMS.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367401	EMS Donations	\$150.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kenny Schnell

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:53 AM

Started On: 01/06/2016 01:46 PM

Commissioners Court - Regular Session**39.****Meeting Date:** 01/12/2016

WCEMS Donation recieved

Submitted For: Kenny Schnell**Submitted By:** Kenny Schnell, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the use of EMS Donations.

Background

Place anonymous donation of \$150.00 into EMS line item 003670.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003670	Use of Donations	\$150.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kenny Schnell

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:53 AM

Started On: 01/06/2016 01:54 PM

Commissioners Court - Regular Session**40.****Meeting Date:** 01/12/2016

WCEMS Trauma Distribution Funds from FY 15

Submitted For: Kenny Schnell**Submitted By:** Kenny Schnell, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for the Williamson County EMS share of FY 15 Capital Area Trauma Regional Advisory Council (CATRAC) Trauma System Funds.

Background

CATRAC Trauma Distribution Funds for FY 15, WCEMS participation in the Department of State Health Services (DSHS) trauma registry.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payment for other entities	\$23,314.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kenny Schnell

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:53 AM

Started On: 01/06/2016 02:26 PM

Commissioners Court - Regular Session**41.****Meeting Date:** 01/12/2016

WCEMS Trauma Distribution Funds from FY 15

Submitted For: Kenny Schnell**Submitted By:** Kenny Schnell, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for EMS.

Background

CATRAAC Trauma Distribution funding for FY 15 for participation in the Department of State Health Service trauma registry.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.004232	Training, Conf., Seminars	\$4181.00
	0100.0540.003107	Medical Equipment < \$5000	\$4690.00
	0100.0540.004234	Training Supplies	\$1893.00
	0100.0540.004350	Printed Materials & Binding	\$700.00
	0100.0540.003010	Computer Equipment < \$5000	\$3500.00
	0100.0540.003001	Small Equipment & Tools < \$500	\$450.00
	0100.0540.004210	Internet/Email SVS	\$4300.00
	0100.0540.003002	Vehicle Equipment < \$5000	\$3600.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kenny Schnell

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:53 AM

Started On: 01/06/2016 02:46 PM

Commissioners Court - Regular Session**42.****Meeting Date:** 01/12/2016

Economic Development

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

Information**Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Discuss Pearson Road District.
- c) Discuss North Woods Road District.
- d) Discuss Kaufman Loop.
- e) Discuss Project Deliver

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:54 AM

Started On: 01/07/2016 09:11 AM

Commissioners Court - Regular Session

43.

Meeting Date: 01/12/2016

Executive Session

Submitted For: Charlie Crossfield

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. 551.072 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.)

A. Real Estate Owned by Third Parties

1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
 - a) Discuss proposed acquisition of property for right-of-way for SH 195
 - b) Discuss proposed acquisition of property for proposed SH 29 project.
 - c) Discuss proposed acquisition of property for SW 183 and SH 29 Loop.
 - d) Discuss possible acquisition of property with endangered species for mitigation purposes.
 - e) Discuss the acquisition of real property: Sneed Loop
 - f) Discuss the acquisition of real property: Neenah Blvd.
 - g) Discuss the acquisition of real property: CR 119
 - h) Discuss the acquisition of real property: Tradesman Park.
 - i) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
 - j) Discuss the acquisition of real property: CR 258
 - k) Discuss the acquisition of real property: Kruger property exchange (3901 CR 130 Hutto, TX)
 - l) Discuss the acquisition of real property: Arterial H.
 - m) Discuss the acquisition of real property for County Facilities.
 - n) Discuss the acquisition of real property for the Williamson County Expo Center.
 - o) Discuss the acquisition of Easement interests on CR 240.
 - p) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
 - q) Discuss the acquisition of real property from Taylor ISD and WILCO Park Foundation for the East Wilco Park Access Road.
 - r) Discuss the acquisition of real property from the Andice Cemetery.
 - s) Discuss accepting the donation of a Water Quality/Detention Pond on Avery Ranch Blvd.
 - t) Discuss accepting donations of ROW for Busby Lane.
 - u) Discuss an Interlocal Agreement with the City of Round Rock in regards to Kenney Fort Blvd.

B. Property or Real Estate owned by Williamson County

- 1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
 - a) Discuss County owned real estate containing underground water rights and interests.
 - b) Discuss proposed sale of real estate on Inner Loop
 - c) Discuss proposed trade of real estate adjacent to Chandler Rd. and CR 130
 - d) Discuss proposed exchange of property with Mr. Kruger
 - e) Discuss real estate at 355 Texas Ave.
 - f) Discuss the proposed sale of portion of county property on Inner Loop opposite Maintenance Building.
 - g) Discuss the proposed sale of portion of county property by Jester Annex
 - h) Discuss the proposed sale of excess right-of-way on Hwy 79 abutting 79 Business Park
 - i) Discuss abandoning row on CR 359
 - j) Discuss possible sale of 183 A excess right of way
 - k) Discuss proposed sale of real estate of Blue Springs Blvd
 - l) Discuss transfer of ROW on a portion of Williams Drive to the City of Georgetown
 - m) Discuss abandonment of CR359.
 - n) Discuss proposed land swap on East Old Settlers Blvd.
 - o) Discuss proposed sale of an easement to Enterprise Crude Pipeline LLC.

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/07/2016

Reviewed By

Wendy Coco

Date

01/07/2016 09:54 AM

Started On: 01/07/2016 09:08 AM