

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**JUNE 28TH, 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 – 14 )

5. Discuss, consider, and take appropriate action on a line item transfer for Rclds Mgmt and Prsrv-Co-wide

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0390-0390-003011	Computer Software < \$5000	\$2000.00
To	0390-0390-003001	Small Equipment & Tools	\$2000.00

6. Discuss, consider, and take appropriate action on a line item transfer for Hazardous Materials.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0542-004100	Professional Services	\$299.96
From	0100-0542-004610	Rent	\$273.00
From	0100-0542-004543	Repairs to Equipment	\$177.04
To	0100-0542-004500	Maintenance Contracts	\$750.00

7. Discuss, consider, and take appropriate action on a line item transfer for the Animal Services Department (Williamson County Regional Animal Shelter)

**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM	0545.0545.003010	Computer Equip.	99.43
TO	0545.0545.004212	Postage	99.43
From	0545.0545.003804	Immunizations	1000.00
TO	0545.0545.003200	Medical Supplies	1000.00
FROM	0545.0545.004419	Property Ins	2531.39
TO	0545.0545.003200	Medical Supplies	2531.39
FROM	0545.0545.004350	Printed Materials	604.00
TO	0545.0545.003200	Medical Supplies	604.00
FROM	0545.0545.003001	Small Equip.	552.42
TO	0545.0545.003200	Medical Supplies	552.42
From	0545.0545.004962	Janitorial Contract	1200.00
TO	0545.0545.003318	Janitorial Supplies	1200.00
From	0545.0545.004968	Care of Animals	9000.00
TO	0545.0545.004975	Animal Medical Care	9000.00
FROM	0545.0545.004976	Disposal of Animals	800.00
TO	0545.0545.004975	Animal Medical Care	800.00

8. Discuss, consider, and take appropriate action on a line item transfer for Fleet Services.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0882.0882.003301	Fuel	\$90,000.00
To	0882.0882.003523	Parts	\$90,000.00

9. Discuss, consider, and take appropriate action on decreasing the amount for 3 cash drawers for our Restitution division from \$250.00 each to \$100.00 each.
10. Discuss, consider and take appropriate action on authorizing the disposal of (15) Motorola radios through inter-departmental transfer, (list attached). Pursuant to Tx. Local Gov't Code 263.152.
11. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through destruction including (7) Tasers, (20) Vest Carriers and (11) Body Armors (See attached list). Pursuant to Tx. Local Gov't Code 263.152.
12. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (9) Desktops, (13) Laptops, (12) keyboards with mice, (3) Monitor stand, (1) Computer Speaker, (2) Monitor, (15) 1in. binders, (6) 1 1/2in binders, (11) 2in binders, (1) 3in binder, (1) Wooden TV Entertainment Center, (1) Sanyo TV, (1) Hp Printer, (10) Laptop docking stations, (1) Panasonic port replicator, (7) Cameras, (1) Drill, (1) Fridge, (1) Shredder, (1) Catch cage, (3) Catch Poles, (2) Snake tongs, (1) Tool Box, (8) Office chairs, (1) Radio Charger, (1) Chip scanner, (1) Digital Recorder, (1) Flashlight, (1) HID Omnikey, (2) Snappy Snares, (1) Lockout Kit, (1) Mini Fridge ( See

attached lists). Pursuant to Tx. Local Gov't Code 263.152.

13. Receive and acknowledge Work Authorization No. 3 under Williamson County Contract for Surveying Services between Walker Texas Surveyors, Inc. and Williamson County dated February 18, 2015 for Southwest Williamson County Regional Park, Train Station Wastewater Improvements for Williamson County.
14. Discuss, consider, and take appropriate action on approval of the revised plat for the Rancho Sienna School Site subdivision - Pct 3

## **REGULAR AGENDA**

15. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
16. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission, required as part of the Due Diligence Environmental Investigations on CR 176 at RM 2243, a Road Bond Program in Commissioner Pct. 3.
17. Discuss, consider, and take appropriate action regarding the Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000) for Forest North Ph 1, a Road Bond Project in Commissioner Pct.1.
18. Discuss, consider, and take any necessary action regarding Second Amended Services Contract with Adam Heath Construction on the Williamson County Central Maintenance (restroom remodeling project).
19. Discuss, consider, and take any necessary action regarding First Amended Services Contract with Mtech on the Williamson County Round Rock Annex (restroom remodeling project).
20. Discuss, consider and take appropriate action on a Supplemental Agreement No. 2 to Agreement for Construction Services by and between Williamson County and Kentex Roofing Systems, LLC to perform certain additional construction services in connection with improvements to the Williamson County Round Rock Annex Roof & Stucco Façade.
21. Discuss, consider, and take any necessary action regarding Professional Services Contract with Baer Engineering and Environmental Consulting, Inc. for a limited asbestos survey at the Williamson County Jail (508 S Rock St, Georgetown, Texas) pursuant to the Professional Services Procurement Act (Tex. Gov't Code § 2254.004).
22. Discuss, consider and take appropriate action on Dedication Deeds from Bryan Farney and Norman Ashby for Highland Pass Road (aka "Farney Stub") Right of Way - Pct 3.
23. Discuss, consider and take appropriate action on a Real Estate Contract with Nelson Homestead Family Partnership, LTD., a Texas limited partnership for ROW needed on CR110 South. (PARCEL 38S)
24. Discuss, consider and take appropriate action on a Bill of Sale with Carrington Ranch Property Owners Association for improvements located in the ROW acquired for the construction of CR 258.

25. Discuss, consider and take appropriate action on an Interlocal Agreement Amendment No. 2 with the Upper Brushy Creek Water Control and Improvement District regarding the Great Oaks Bridge Phase 1 project.
26. Consider approval of tenant relocation claim amounts for CR 110S Parcel 26S and authorize County Judge to execute documents required for completion of claims.
27. Discuss, consider, and take appropriate action on County Holidays on FY16/17.
28. Discuss, consider, and take appropriate action on allowing The Georgetown Palace Children's Theatre to utilize the parking garage on 4th and Rock Street.
29. Discuss, consider and take any appropriate action regarding approval and receipt of Agreement regarding off-duty contracting of County Sheriff Deputies with T.G. Mercer (Traffic control @ Old Castle Materials in Liberty Hill)
30. Discuss, consider and take appropriate action on an Amendment No. 2 to the Inmate Telephone Services Agreement dated September 30, 2014, as previously amended (the "Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions and Williamson County, Texas.
31. Discuss and take appropriate action regarding the Change Order Request #1 for additional services of Eichman Software Consultants in the amount of \$14,500 for Project Management and Implementation Services for the August Go-Live date of Tyler Eagle Recorder software.
32. Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title: WIL009C Damage Roads
33. Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title: WIL022C Damaged Road.
34. Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title: WIL030C Damage Roads
35. Discuss, consider and take appropriate action on a First Amended and Restated Contract for Fines and Fees Collection Services between Linebarger Goggan Blair & Sampson, LLP and Williamson County for collection of delinquent court fees and fines for Williamson County Justice of the Peace Precinct 4, as authorized by ART. 103.0031, Texas Code of Criminal Procedure; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).
36. Discuss, consider and take appropriate action on terminating a Contract for Collection of Delinquent Court Fines and Fees Assessed by the Justice Court of the Peace Court Precinct 3 of Williamson County, Texas between McCreary, Veselka, Bragg and Allen, P.C. and Williamson County with the termination being effective as of August 31, 2016.

37. Discuss, consider and take appropriate action on a Contract for Fines and Fees Collection Services between Linebarger Goggan Blair & Sampson, LLP and Williamson County and Order for collection of delinquent court fees and fines for Williamson County Justice of the Peace Precinct 3 effective September 1, 2016, as authorized by ART. 103.0031, Texas Code of Criminal Procedure; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).
38. Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and receive proposals for Williamson County Expo Center Equipment Partnership, RFP #1606-091.
39. Discuss, consider and take appropriate action to approve co-op purchase contract (Buyboard Contract 430-13) between Williamson County Texas and Silsbee Ford for (2) 2016 Ford Interceptor SUV's to support operations of the Williamson County Sheriff's Office and authorize the County Judge to sign all related contract documents related to the same.
40. Discuss, consider, and take appropriate action on approving contract for Painting Services at Williamson County Parks between TF Harper and Williamson County Parks per TCPN co-op contract R5096 for the total purchase price of \$58,858.00.
41. Discuss, consider, and take appropriate action on awarding bids received for Medical Supplies for Williamson County EMS, Bid # 1604-072 to the lowest and best bidders as noted on the award recommendation.
42. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive qualifications for RFQ 1606-095 Engineering Services for Long Range Transportation Plan for Williamson County Road and Bridge.
43. Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and receive proposals for Bid # 1606-096, Risk Policies for Williamson County.
44. Discuss, consider and take appropriate action on authorizing the renewal of Texas Association of Counties (TAC) Risk Management Pool Contract for Property Insurance for the same terms and conditions as the existing Contract for the term of July 1, 2016 - July 1, 2017, but with an increase in price to \$214,514.00, due to an increase in property value.
45. Discuss, consider and take appropriate action on approving a thirty (30) day extension for the Food Services Contract, 11WCAP108, with Aramark Correctional Services, LLC, and grant a temporary exemption to competitive bidding requirements pursuant to the Texas Local Government Code, Section, 262.024(s), "Public Health or Safety", in order to allow adequate time to complete the procurement process for RFP #1603-065 for Food Services for the Williamson County Jail Facility. Request for exemption to bidding is being requested for the period of July 1, 2016 - July 31, 2016, with recommendation for a new Contract term, with a newly awarded proposer, to commence August 1, 2016.
46. Discuss, consider, and take appropriate action on awarding bid 1604-068, Forest North Residential Drainage Improvements for Williamson County to the lowest, best bidder, DeNucci Constructors in the contract amount of \$3,556,659.50.
47. 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 revenues for the NACo Prescription Discount Card Program:

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	\$1,037.00

48. 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 the NACo Prescription Discount Card Program:

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	\$1,037.00

**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)."***

49. 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
  - f. Project Fiji
  - g. Leander Medical Center
50. 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: SW Bypass
    - f. Discuss the acquisition of real property: Neenah Blvd.
    - g. Discuss the acquisition of real property: CR 111
    - 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: Inner Loop.
    - l. Discuss the acquisition of real property for County Facilities.
    - m. Discuss the acquisition of real property for DB Wood Rd. (Sneed Loop)

- n. Discuss the acquisition of Easement interests on CR 240.
- o. Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
- p. Discuss the acquisition of real property for Bill Pickett Trail.
- q. Discuss the acquisition of real property: Arterial H
- r. Discuss the acquisition of easements on the Forest North project.
- s. Discuss potential acquisition of property located at NEC of Toll 130 and Gattis School Rd.
- t. Discuss utilities for CR 305 at IH 35 and Reagan at IH35 projects.
- u. Discuss relocation claims for the CR 110 South project.

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 the proposed sale of portion of county property on Inner Loop opposite Maintenance Building.
  - c. Discuss possible sale of 183 A excess right of way
  - d. Discuss proposed sale of real estate of Blue Springs Blvd
  - e. Discuss abandonment of CR359.
  - f. Discuss proposed sale of an easement to Enterprise Crude Pipeline LLC.

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

51. 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) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
- j) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419<sup>th</sup> Judicial District Court of Travis County
- k) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
- l) 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
- m) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
- n) Claims of Texas Association for Children and Families
- o) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
- p) Legislative changes to firearms laws and possession of firearms on county property
- q) Law relating requests for the closure, abandonment or vacation of Robles Roja and Oak Branch Roads in the Shady Oaks Subdivision.
- r) Civil Action No. A-14-CV-986-DAE, Walter Chad Troutman v. Williamson County and its Sheriff's Department, In The United States District Court For The Western District Of Texas, Austin Division
- s) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
- t) Notice of claim and demand of Morgan Lee Roach.
- u) Fiscal agent services for the Capital Area Metropolitan Planning Organization (CAMPO).

- v) Hunter Industries, Ltd.'s claims relating to the IH-35 Northbound Frontage Road (Westinghouse Road to SH-29) Project
- w) Labor and employment law review of Employee Policy Manual provisions and amendments.
- x) Berry Springs Park and Preserve pipeline
- z) Discuss subrogation claims related to medical claims incurred during the County's contract with Allegiance Benefit Plan Management (TPA).
- aa) Discuss requirements related to health benefit plan.
- bb) Case No. 1:16-cv-00505-LY, Saturn v. Barnett et al, In The United States District Court For The Western District of Texas-Austin Division
- cc) Cause No. 3SC-15-0150, Saturn v. Estate of Billy Maddox et al et al, In The Justice Court, Precinct 3, Williamson County, Texas
- dd) Discuss damage claim from Southwest Milam Water Supply Corporation

- 52. 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).
- 53. Discuss the deployment or specific occasions for implementation of security personnel or devices in relation to the Williamson County Justice Center (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

- 54. Discuss and take appropriate action concerning economic development.
- 55. Discuss and take appropriate action concerning real estate.
- 56. 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) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
  - j) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419<sup>th</sup> Judicial District Court of Travis County
  - k) 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
  - l) 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

- m) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
- n) Claims of Texas Association for Children and Families
- o) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
- p) 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.
- q) Civil Action No. A-14-CV-986-DAE, Walter Chad Troutman v. Williamson County and its Sheriff's Department, In The United States District Court For The Western District Of Texas, Austin Division
- r) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
- s) Notice of claim and demand of Morgan Lee Roach.
- t) Fiscal agent services for the Capital Area Metropolitan Planning Organization (CAMPO).
- u) Hunter Industries, Ltd.'s claims relating to the IH-35 Northbound Frontage Road (Westinghouse Road to SH-29) Project
- v) Berry Springs Park and Preserve pipeline
- w) Discuss, consider, and take appropriate action regarding the handling, including but not limited to, the negotiating and approval of settlement offers, of subrogation claims related to medical claims incurred during the County's contract with Allegiance Benefit Plan Management (TPA).
- x) Discuss requirements related to health benefit plan.
- y) Case No. 1:16-cv-00505-LY, Saturn v. Barnett et al, In The United States District Court For The Western District of Texas-Austin Division
- z) Cause No. 3SC-15-0150, Saturn v. Estate of Billy Maddox et al et al, In The Justice Court, Precinct 3, Williamson County, Texas
- aa) Discuss, consider, and take appropriate action regarding damage claim from Southwest Milam Water Supply Corporation.

- 57. 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.
- 58. Comments from Commissioners.

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Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the \_\_\_\_\_ day of \_\_\_\_\_, 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:** 06/28/2016

Discuss, consider, and take appropriate action on a line item transfer for Rcds Mgmt and Prsrv-Co-wide

**Submitted For:** Jay Schade

**Submitted By:** Tammy McCulley, Information Technology

**Department:** Information Technology

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for Rcds Mgmt and Prsrv-Co-wide

**Background**

As the Records Warehouse is moving a portion of the file racks to the new mobile storage rack solution, ladders are required to be used instead of the forklift.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0390-0390-003011	Computer Software < \$5000	\$2000.00
To	0390-0390-003001	Small Equipment & Tools	\$2000.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Tammy McCulley

Final Approval Date: 06/20/2016

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

06/20/2016 11:42 AM

06/20/2016 12:28 PM

Started On: 06/20/2016 10:25 AM

**Commissioners Court - Regular Session**

6.

**Meeting Date:** 06/28/2016

Line Item Transfer for Hazardous Materials

**Submitted For:** Marty Herrin**Submitted By:** Kelly Luna, EMS**Department:** Hazardous Materials**Agenda Category:** Consent**Information****Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for Hazardous Materials.

**Background**

The Haz Mat ID system is a vital tool that we use to help us identify unknown solids or liquids. With this program we have 24/7/365 support including a scientist on call for us to send our data to for interpretations, if we need (and have done in the past). With this contract we also have what is called a 24 hour replacement, they will send a replacement to any location, even on weekends to my house, if we have issues and they need to work on the equipment.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0542-004100	Professional Services	\$299.96
From	0100-0542-004610	Rent	\$273.00
From	0100-0542-004543	Repairs to Equipment	\$177.04
To	0100-0542-004500	Maintenance Contracts	\$750.00

**Attachments***No file(s) attached.***Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kelly Luna

Final Approval Date: 06/21/2016

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

06/21/2016 03:09 PM

06/21/2016 03:41 PM

Started On: 06/21/2016 11:06 AM

**Commissioners Court - Regular Session**

7.

**Meeting Date:** 06/28/2016

Line Item Transfer

**Submitted For:** Cheryl Schneider

**Submitted By:** Cheryl Schneider, Animal Services

**Department:** Animal Services

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for the Animal Services Department (Williamson County Regional Animal Shelter)

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM	0545.0545.003010	Computer Equip.	99.43
TO	0545.0545.004212	Postage	99.43
From	0545.0545.003804	Immunizations	1000.00
TO	0545.0545.003200	Medical Supplies	1000.00
FROM	0545.0545.004419	Property Ins	2531.39
TO	0545.0545.003200	Medical Supplies	2531.39
FROM	0545.0545.004350	Printed Materials	604.00
TO	0545.0545.003200	Medical Supplies	604.00
FROM	0545.0545.003001	Small Equip.	552.42
TO	0545.0545.003200	Medical Supplies	552.42
From	0545.0545.004962	Janitorial Contract	1200.00
TO	0545.0545.003318	Janitorial Supplies	1200.00
From	0545.0545.004968	Care of Animals	9000.00
TO	0545.0545.004975	Animal Medical Care	9000.00
FROM	0545.0545.004976	Disposal of Animals	800.00
TO	0545.0545.004975	Animal Medical Care	800.00

**Attachments**

No file(s) attached.

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Cheryl Schneider

Final Approval Date: 06/21/2016

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

06/21/2016 03:09 PM

06/21/2016 03:41 PM

Started On: 06/21/2016 01:07 PM

**Commissioners Court - Regular Session**

8.

**Meeting Date:** 06/28/2016

Line Item Transfer for Fleet Services

**Submitted By:** Edward Pospisil, Fleet Maintenance

**Department:** Fleet Maintenance

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for Fleet Services.

**Background**

This line item transfer is requested to supplement the parts line item used to purchase parts for the repair of Williamson County vehicles.

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**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0882.0882.003301	Fuel	\$90,000.00
To	0882.0882.003523	Parts	\$90,000.00

---

**Attachments**

*No file(s) attached.*

---

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Edward Pospisil

Final Approval Date: 06/24/2016

**Reviewed By**

Wendy Coco

Wendy Coco

**Date**

06/23/2016 11:09 AM

06/24/2016 11:37 AM

Started On: 06/23/2016 10:50 AM

**Commissioners Court - Regular Session**

**9.**

**Meeting Date:** 06/28/2016

Request for cash drawer decrease

**Submitted For:** D. Hobbs

**Submitted By:** Stephanie Lloyd, County Attorney

**Department:** County Attorney

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on decreasing the amount for 3 cash drawers for our Restitution division from \$250.00 each to \$100.00 each.

**Background**

We do not have a need to keep \$250.00 in each drawer any longer as we are keeping smaller bills in each drawer now.

**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: Stephanie Lloyd

Final Approval Date: 06/22/2016

**Reviewed By**

Wendy Coco

**Date**

06/22/2016 01:21 PM

Started On: 06/16/2016 02:02 PM

**Commissioners Court - Regular Session**

10.

**Meeting Date:** 06/28/2016

Asset Transfer

**Submitted For:** Max Bricka

**Submitted By:** Jayme Jasso, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of (15) Motorola radios through inter-departmental transfer, (list attached). Pursuant to Tx. Local Gov't Code 263.152.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Asset Transfer

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 06/23/2016

**Reviewed By**

Wendy Coco

**Date**

06/23/2016 09:51 AM

Started On: 06/22/2016 09:55 AM

# 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)
15	RADIO, MOTOROLA, XTS5000	SEE ATTACHED		

**Parties involved:**

JUN 14 2016

**FROM** (Transferor Department): LAW ENFORCEMENT (560)

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

**Contact Person:**

Chief LC "Tony" Marshall

Denise McGlaun (WCSO Quartermaster)

Print Name

Print Name

*[Handwritten Signature]*

May 24, 2016

+1 (512) 943-1349

Signature

Date

Phone Number

**TO** (Transferee Department/Auction/Trade-in/Donee): Williamson County Wireless Communications Dept (587)

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

**Contact Person:**

Catherine Roberts

Catherine Roberts

Print Name

Print Name

*[Handwritten Signature]*

May 24, 2016

+1 (512) 943-3575

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 \_\_\_\_\_

Quantity	Description (year, make, model, etc.)	Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non- working, unk)
15	RADIO, MOTOROLA XTS 5000R			
		721CGF3044	01575	WORKING
		721CEU3950	03703	WORKING
		721CGF3049	01574	WORKING
		721CGF1931	01619	WORKING
		721CGF1928	03664	WORKING
		721CGF1845	01592	WORKING
		721CJZ0026	02221	WORKING
		721CGF2143	01847	WORKING
		721CGF3917	01581	WORKING
		721CGF1932	01882	WORKING
		721CGF1960	00708	WORKING
		721CGF1901	01895	WORKING
		721CEU3949		WORKING
		721CGF1923	01944	WORKING
		721CGF1952	01855	WORKING

**Commissioners Court - Regular Session**

11.

**Meeting Date:** 06/28/2016

Asset Transfer

**Submitted For:** Max Bricka

**Submitted By:** Jayme Jasso, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through destruction including (7) Tasers, (20) Vest Carriers and (11) Body Armors (See attached list). Pursuant to Tx. Local Gov't Code 263.152.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Asset Transfer

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 06/23/2016

**Reviewed By**

Wendy Coco

**Date**

06/23/2016 09:51 AM

Started On: 06/22/2016 10:00 AM

# 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	SEE ATTACHED			Non-Working

**Parties involved:**

**FROM** (Transferor Department): LAW ENFORCEMENT (560) JUN 14 2016

---

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

Chief LC "Tony" Marshall Denise McGlaun (WCSO Quartermaster)

---

Print Name Print Name

*[Signature]* Date +1 (512) 943-1349

---

Signature Date Phone Number

---

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

---

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

---

Print Name Print Name

---

Signature Date Phone Number

---

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

### Forward to County Auditor's Office

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

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

Quantity	Description (year, make, model, etc.)	Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non- working, unk)
7	TASERS, X26	X00151760	00930	NON WORKING
		X00229026	01255	NON WORKING
		X00146328	00929	NON WORKING
		X00561257	02960	NON WORKING
		X00159490	00940	NON WORKING
		X00425774	02117	NON WORKING
		X00425814	02118	NON WORKING
20	VEST CARRIERS			NON WORKING
11	BODY ARMOR	FT07131943	01374	NON WORKING
		FT10194826	02835	NON WORKING
		FT10030560	02657	NON WORKING
		FT11123556	02928	NON WORKING
		FT10177254	02803	NON WORKING
		07187255		NON WORKING
		07187256		NON WORKING
		0307TV498		NON WORKING
		FT08104636	02065	NON WORKING
		FT11292804	03088	NON WORKING
		FT10030556	02659	NON WORKING

**Commissioners Court - Regular Session**

12.

**Meeting Date:** 06/28/2016

Asset Transfer

**Submitted For:** Max Bricka

**Submitted By:** Jayme Jasso, 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 (9) Desktops, (13) Laptops, (12) keyboards with mice, (3) Monitor stand, (1) Computer Speaker, (2) Monitor, (15) 1in. binders, (6) 1 1/2in binders, (11) 2in binders, (1) 3in binder, (1) Wooden TV Entertainment Center, (1) Sanyo TV, (1) Hp Printer, (10) Laptop docking stations, (1) Panasonic port replicator, (7) Cameras, (1) Drill, (1) Fridge, (1) Shredder, (1) Catch cage, (3) Catch Poles, (2) Snake tongs, (1) Tool Box, (8) Office chairs, (1) Radio Charger, (1) Chip scanner, (1) Digital Recorder, (1) Flashlight, (1) HID Omnikey, (2) Snappy Snares, (1) Lockout Kit, (1) Mini Fridge ( See attached lists). Pursuant to Tx. Local Gov't Code 263.152.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Asset Transfer

Asset Transfer 1

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 06/23/2016

**Reviewed By**

Wendy Coco

**Date**

06/23/2016 09:14 AM

Started On: 06/22/2016 10:07 AM

# Williamson County Asset Status Change Form

Print Form

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

- |                                                                                                                                                                                                               |                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="radio"/> TRANSFER bet ween county departments<br><input checked="" type="radio"/> SALE at the earliest auction *<br><input type="radio"/> TRADE-IN for new assets of similar type for the county | <input type="radio"/> DONATION to a non-county entity<br><input type="radio"/> DESTRUCTION due to Public Health / Safety<br><input type="radio"/> 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)
	See Attached			

**Parties involved:**

**FROM** (Transferor Department): 560 - Sheriff's Office

RECEIVED

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

Chief L C "Tony" Marshall

Print Name

*[Handwritten Signature]*

Signature

June 14, 2016

Date

**Contact Person:**

Peggy Braun

Print Name

+1 (512) 943-1312

Phone Number

JUN 16 2016

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.)

**Contact Person:**

Print Name

Print Name

Signature

Date

Phone Number

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

## Forward to County Auditor's Office

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

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

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

3	Dell OptiPlex 780	7KLHMN1	CO2898	Working (Replaced per ITS)
		7KMBMN1	CO2885	Working (Replaced per ITS)
		CVD1LM1	CO2800	Working (Replaced per ITS)
1	Dell Latitude E6520	7Q23Q1		Working (Replaced per ITS)
1	Dell Latitude D630	39NDLH1		Working (Replaced per ITS)
4	Logitech wireless k/m: MK700/MK710			Non-Working (missing print on keys and/or keys sticking)
1	Logitech wireless k/m: MX 3200			Non-Working (keys sticking)
1	MX 3200 – keyboard only			Non-working
1	Monitor stand/docking station			Working (but doesn't work on current laptops)
1	Computer speakers			Working (replaced with sound bar)
1	Dell Monitor	CN-0X876H 72872 8C0 1T5L		Working (replaced)
15	1" non-view binders (black, blue, red)			Working ( do not use non-view binders)
6	1 ½" non-view binders (black, blue)			Working ( do not use non-view binders)
11	2" non-view binders (black, red)			Working ( do not use non-view binders)
1	3" non-view binder (black)			Working ( do not use non-view binders)
1	Dell Monitor	CN05Y23271618399BAK5		Non Working

# 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	Wooden TV Entertainment Center			Working
1	Sanyo TV			Working

**Parties involved:**

**FROM** (Transferor Department): Sheriff's Office-Administration

JUN 14 2016

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

Chief L.C. (Tony) Marshall

Print Name

*[Handwritten Signature]*

Signature

*5-25-16*

Date

**Contact Person:**

Deborah Wolf

Print Name

+1 (512) 943-1402

Phone Number

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

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

**Contact Person:**

Print Name

Print Name

Signature

Date

Phone Number

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

## Forward to County Auditor's Office

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

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

# Williamson County

## Asset Status Change Form

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

- |                                                                              |                                                                                                                         |
|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| <input type="radio"/> TRANSFER bet ween county departments                   | <input type="radio"/> DONATION to a non-county entity                                                                   |
| <input checked="" type="radio"/> SALE at the earliest auction *              | <input type="radio"/> DESTRUCTION due to Public Health / Safety                                                         |
| <input type="radio"/> TRADE-IN for new assets of similar type for the county | <input type="radio"/> 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	SEE ATTACHED			Non-Working

**Parties involved:**

JUN 14 2016

**FROM** (Transferor Department): LAW ENFORCEMENT (560)

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

**Contact Person:**

Chief LC "Tony" Marshall

Denise McGlaun (WCSO Quartermaster)

Print Name

Print Name

May 18, 2016

+1 (512) 943-1349

Signature

Date

Phone Number

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

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

**Contact Person:**

Print Name

Print Name

Signature

Date

Phone Number

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

## Forward to County Auditor's Office

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

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

Quantity	Description (year, make, model, etc.)	Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non- working, unk)
11	LAPTOPS			
	TOSHIBA SATELLITE A305	29066982Q		WORKING
	DELL LATITUDE D630	C0X7DG1	P01768	WORKING
	DELL LATITUDE ATG D620	GTTGLC1	P01767	WORKING
	DELL LATITUDE ATG D620	1QTGLC1	P02022	WORKING
	DELL LATITUDE E6400	JMST7J1	C02235	WORKING
	DELL LATITUDE D630	H0X7DG1		WORKING
	DELL LATITUDE D830	772DZD1	C01728	WORKING
	DELL LATITUDE D820	JMPL8C1	P02182	WORKING
	DELL INSPIRON 8600	9F9XG61	C00507	WORKING
	DELL LATITUDE D820	FSQ2FD1	C01664	WORKING
	DELL LATITUDE D630	B24YKF1	C01838	WORKING
6	DESKTOP COMPUTERS			
	DELL OPTIPLEX 740	JLWXS1		WORKING
	DELL PRECISION T3500	32DD8P1	P01384	WORKING
	DELL OPTIPLEX 740	8PT5VC1		WORKING
	DELL OPTIPLEX 740	7XHTMH1	C02030	WORKING
	DELL OPTIPLEX 740	45RM3K1	C02351	WORKING
	DELL OPTIPLEX 780	CQW8FQ1		WORKING
2	DELL MONITORS			WORKING
1	HP LASERJET PRINTER			WORKING
10	HP LAPTOP DOCKING STATIONS			WORKING
1	PANASONIC PORT REPLICATOR	CF-VEB272A2W		

<b>Quantity</b>	<b>Description (year, make, model, etc.)</b>	<b>Manufacturer ID # (serial, service tag, or VIN)</b>	<b>County Tag#</b>	<b>Condition of Assets (working, non- working, unk)</b>
6	DELL KEYBOARDS			WORKING
1	CAMERA, KODAK W/BAG		01408	WORKING
1	CRAFTSMAN DRILL AND FLASHLIGHT SET			WORKING
1	REFRIGERATOR, MAGIC CHEF	0405MCBR360S33515		NONWORKING
1	SHREDDER, SWINGLINE			NONWORKING
1	CATCH CAGE, ANIMAL			NONWORKING
1	STANLEY PLASTIC TOOL BOX			WORKING
3	OFFICE CHAIRS			NONWORKING
3	CATCH POLES			NONWORKING
2	SNAKE TONGS			NONWORKING

# Williamson County

## Asset Status Change Form

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

- |                                                                                                                                                                                                               |                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="radio"/> TRANSFER bet ween county departments<br><input checked="" type="radio"/> SALE at the earliest auction *<br><input type="radio"/> TRADE-IN for new assets of similar type for the county | <input type="radio"/> DONATION to a non-county entity<br><input type="radio"/> DESTRUCTION due to Public Health / Safety<br><input type="radio"/> 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	SEE ATTACHED			

**Parties involved:**

JUN 14 2016

**FROM** (Transferor Department): LAW ENFORCEMENT (560)

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

**Contact Person:**

Chief LC "Tony" Marshall

Denise McGlaun (WCSO Quartermaster)

Print Name

Print Name

*Signature*

May 24, 2016

+1 (512) 943-1349

Signature

Date

Phone Number

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

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

**Contact Person:**

Print Name

Print Name

Signature

Date

Phone Number

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

## Forward to County Auditor's Office

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

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

5/24/16

Quantity	Description (year, make, model, etc.)	Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non- working, unk)
1	IMPRESS RADIO CHARGER			NONWORKING
1	HOME AGAIN CHIP SCANNER			NONWORKING
7	DIGITAL CAMERAS			
	SAMSUNG	A024C90Q918360A		NONWORKING
	NIKON	30120315		NONWORKING
	CANON		03059	NONWORKING
	CANON		03785	NONWORKING
	CANON		01154	NONWORKING
	PENTAX		02436	NONWORKING
	VIVITAR	E3253A01245119		NONWORKING
1	OLYMPUS DIGITAL RECORDER			NONWORKING
1	STREAMLIGHT SL20 FLASHLIGHT CHARGER			NONWORKING
1	HID OMNIKEY			NONWORKING
2	SNAPPY SNARES			NONWORKING
1	BIG EASY LOCKOUT KIT			NONWORKING
1	VECTOR MINI FRIDGE		00639	NONWORKING

# Williamson County Asset Status Change Form

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

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Black swivel chair w/arms & wheels	CA-31704 (CA) SKU# 700230	N/A	Working
1	Black swivel chair w/arms & wheels	PI-99540-18 SKU# 141500	N/A	Working
1	Blue swivel chair w/arms & wheels	HON C78WAP	N/A	Working
1	Blue swivel chair w/arms & wheels	HON CZ8WAP	N/A	Working
1	Maroon swivel chair w/wooden arms & wheels	HON DHUFP9	N/A	Working

**Parties involved:**

**FROM** (Transferor Department): Williamson County Sheriff's Office Crisis Intervention Team

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

**Authorized Staff:**

Chief Marshall

Print Name



Signature

**Contact Person:**

Virginia Johnson - Crisis Intervention Team

Print Name

+1 (512) 943-1650

Phone Number

6-7-16

Date

**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

JUN - 9 2016

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.

## 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**

13.

**Meeting Date:** 06/28/2016

Survey Service for the Southwest Williamson County Regional Park

**Submitted For:** Robert Daigh

**Submitted By:** Sarah Ramos, Unified Road System

**Department:** Unified Road System

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Receive and acknowledge Work Authorization No. 3 under Williamson County Contract for Surveying Services between Walker Texas Surveyors, Inc. and Williamson County dated February 18, 2015 for Southwest Williamson County Regional Park, Train Station Wastewater Improvements for Williamson County.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Walker WA#3 - SW Regional Park

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 06/22/2016

**Reviewed By**

Wendy Coco

**Date**

06/22/2016 11:15 AM

Started On: 06/22/2016 10:54 AM

## WORK AUTHORIZATION

WORK AUTHORIZATION NO. 3

PROJECT: Southwest Williamson County Regional Park, Train Station Wastewater Improvements

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated February 18, 2015 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Walker Texas Surveyors, Inc. (the "Surveyor").

Part 1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$11,230.00.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on September 30, 2016. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization 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 Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SURVEYOR:

Walker Texas Surveyors, Inc.

COUNTY:

Williamson County, Texas

By: Karen J. Walker  
Signature

Karen J. Walker  
Printed Name  
President  
Title

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

\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

## LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A  
Services to be Provided by County

1. Provide the specification requirements for all surveys
2. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Attachment C.
3. Designate a project manager to serve as the Counties point of contact with the Surveyor.
4. Provide Aluminum caps for Iron Rods, if applicable.
5. Provide Brass Disc's for flush mount ROW markers, if applicable.

## Attachment B

### Services to be Provided by Surveyor

#### **DETAILED LIMITS OF PROJECT**

- Provide Design Topographic Survey for wastewater improvements within a portion of the Southwest Williamson County Regional Park, Williamson County, Texas being in the general area of the park train and maintenance shop. (shown on attached map) located within Williamson County, Texas.

#### **HORIZONTAL and VERTICAL CONTROL**

- The Surveyor will establish up to 2 pairs of Control Monuments to be used and published as Primary Horizontal and Vertical Project Control. These points will be rectified to Texas State Plane, Central Zone Coordinate System (NAD 83) for Horizontal and Vertical will be rectified to NAVD 88 adjustment for this project unless otherwise requested.
- Four (4) Primary Control Monuments will be established and published on deliverable.

#### **TOPOGRAPHIC FIELD SURVEY**

- The Surveyor will densify the previously established Primary Control, as needed to complete this scope of services, by utilizing Network GPS, Robotic and /or Conventional traversing methods.
- Design Topographic Survey will be performed in accordance with provided checked items shown on attached "Survey Checklist" prepared by Waeltz & Prete, Inc.
- Phase 1 is outlined on attached map in Red and identified as: Pavilion, Restroom, Karst Opening (100' Diameter), approx. 4 Clean Out Inverts, and 2 wastewater manhole. The Surveyor will deliver data to the engineer and coordinate Phase 2.
- Phase 2 is Design Topo of expected route shown on attached map in Green and identified as Approx. Route. Route may be modified and the Surveyor has estimated effort based on said map. Deviation from shown proposed location will affect expected schedule and cost estimate. The Surveyor has included this preliminary route but, may need to be adjusted if modified substantially.
- The Surveyor will quality check the project using the final 2D and 3D maps to insure accuracy and completeness.

#### **PRODUCTION OF SURVEY DELIVERABLES**

- The Surveyor will prepare all digital deliverables in AutoCAD file format including TIN (surface). Copies of Survey field notes and supporting electronic data will be archived and made available upon request.

- The Surveyor will deliver the specified files stated above after the completion of this project.
- The Surveyor will deliver 2 copies of signed and sealed sketch exhibits to the County and their agents upon completion.

Attachment C  
Work Schedule

Work schedules will be developed prior to Notice-to-Proceed (NTP) and submitted to the County in the form of a Memorandum of Understanding. Should the schedule be acceptable, a written NTP will be delivered to the Surveyor.

Anticipated NTP: XXXXXXXXX To Be Determined (TBD)

Anticipated Field Stat: Immediately upon written NTP.

Anticipated Delivery of Phase 1 on or Before: 3 to 4 weeks after NTP or per needs of project as coordinated by the Surveyor

Anticipated Delivery of Phase 2: 2 to 3 Weeks after written NTP

Wilco Work Authorization #  
 Wastewater Improvements SW Regional Park Train  
 COUNTY: Williamson  
 LIMITS: Design Topo for Wastewater Improvements

Walker Texas Surveyors, Inc.  
 P. O. Box 324  
 Cedar Park, TX 78630  
 512/259-3361

ATTACHMENT D  
 FEE SCHEDULE

15-Jun-16

Service	2 Crew	3 Crew	4 Crew	Add Person	PM	RPLS	Field Cor	Tech	GPS Recv	GPS Tech	Admin	ATV	Subtotal	Reimburse	Total	
Rate/Hr	150	185	220	35	145	130	85	85	30	85	60	100				
Phase 1																
Site Recon, project prep & Establish H&V Controls	6							4			1					
Perform Topo with inverts etc: Pavilion, Restroom and Caves then coordinate with Engineer for Phase 2	16					2		12			2					
Subtotal	22	0	0	0	0	2	0	16	0	0	3	3		0	0	0
Total	3300	0	0	0	0	260	0	1360	0	0	180	300	5400	0	5400	0
Phase 2																
Design Topo Survey of Route per Engineer	24					3		16			3					
Subtotal	24	0	0	0	0	3	0	16	0	0	3	3		0	0	0
Total	3600	0	0	0	0	390	0	1360	0	0	180	300	5830	0	5830	0
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0		0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0		0	0	0
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0		0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0		0	0	0
Grand Total	6900	0	0	0	0	650	0	2720	0	0	360	600	11230	0	11230	0
Reimbursables:																



Imagery ©2016 Google, Map data ©2016 Google 100 ft

**Survey Checklist**  
(Minimum Requirements)

Project Name: Wilco SW Regional Park



**WAELTZ & PRETE, INC.**  
**CIVIL ENGINEERS**

3000 JAY DRAGAGE BLVD. #72  
ROUND ROCK, TX 78665  
PH (512) 305-9953  
FIRM REG. #F-10308

**Horizontal & Vertical Control Requirements:**

- Horizontal Datum shall be to: Texas State Plane Surface Coordinates
- Vertical Datum shall be to: NAVD 88
- A minimum of two (2) vertical benchmarks are required per survey; set a minimum of one benchmark immediately adjacent to the site, and one within 300 feet of all parts of the site.
- A minimum of two (2) Horizontal control points are required per survey; set a minimum of one control point immediately adjacent to the site, and one within 300 feet of all parts of the site.

**Topographic Survey Requirements:**

- Contour lines at one-foot intervals.
- Elevations on all physical improvements to the hundreds.

**Planimetrics:**

- Boundary Line of the property.
- Topo to centerline of all perimeter streets. Annotate width of pavement.
- Locate all driveways on public streets adjacent to and within 200 feet of the site.
- All physical improvements of any type to the centerline of the roadways.
- Survey tie to adjacent properties and across adjacent ROW.
- Show TxDOT stationing on the extreme corners for tracts fronting a TxDOT - maintained R.O.W.
- Finish floor shots at all doors with note on type of floor covering and approximate depth to concrete slab.
- All easements, building lines, etc. with references, as shown on subdivision plat.

**Utilities:**

- Locations, dimensions, top of rim & flow lines for all drainage structures, pipes, manholes, headwall, culverts, drop structures and inlets within 50 feet of the site or that are evidently affecting or contributing drainage to and from the site.
- When shooting drainage pipes/ structures always include the following: headwalls, flow lines, pipe dimensions and ground shots of area immediately surrounding both upstream and downstream ends. Box culvert widths should be measured perpendicular to the culvert barrel - not necessarily across the width of the culvert opening.
- All evidence of on-site utilities including overhead routes and any evidence of underground utilities (including markers).
- All fire hydrants within 300 feet of the limits of the site.
- Top of rim, flow lines, and inlet/outlet line sizes for wastewater manholes.

**Landscaping/Tree Survey:**

- |                                     |                                                                       |
|-------------------------------------|-----------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | All trees, as required by city ordinance.                             |
| <input type="checkbox"/>            | Landscaping beds.                                                     |
| <input checked="" type="checkbox"/> | Irrigation systems - Including visible heads, valves, & controller.   |
| <input type="checkbox"/>            | Small trees & shrubs with diameter at natural ground of 1½" & larger. |

**Deliverable:**

- |                                     |                                                                                                                      |
|-------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | AutoCAD Drawing File - .dwg (Version 2007 or newer).                                                                 |
| <input checked="" type="checkbox"/> | Complete edited surface in .xml format.                                                                              |
| <input checked="" type="checkbox"/> | Legend - Tree List with corresponding Tree tag Numbers.                                                              |
| <input checked="" type="checkbox"/> | Legend - include all symbols shown in survey CAD file.                                                               |
| <input checked="" type="checkbox"/> | Trees to be drawn to scale delineating drip lines, as required by city ordinance.                                    |
| <input type="checkbox"/>            | Existing Parking space count.                                                                                        |
| <input checked="" type="checkbox"/> | North Arrow & Scale.                                                                                                 |
| <input checked="" type="checkbox"/> | All surveys to be on State Plane surface coordinates, include drawing scale factor (Surface to Grid), if applicable. |
| <input type="checkbox"/>            | Two Paper Copies of the final survey drawing (24"x36" minimum).                                                      |

**Special Conditions:**

1. Survey limits are shown on the attached exhibit.

Attachment D  
Fee Schedule

**HOURLY RATES – Walker Texas Surveyors**

Classification	Rates
RPLS	\$130.00 per hour
Project Manager	\$145.00 per hour
Survey Technician	\$85.00 per hour
GPS Data Processing	\$85.00 per hour
CAD Draftsman	\$75.00 per hour
Research	\$60.00 per hour
Administrative	\$60.00 per hour
Expert Witness/Testimony/Deposition Services	\$1,000.00 per day
One (1) Person Field Crew with Robotic	\$120.00 per hour
Two (2) Person Field Crew Conventional or GPS	\$150.00 per hour
Additional Crewmember	\$35.00 per hour
GPS Receiver (unmanned)	\$30.00 per hour
Extra Vehicle, Flat Bottom Boat, 4 Wheeler	\$100.00 per day
Direct Expenses	
Transportation:	
By Firm's Passenger Vehicles (Note 1)	IRS Rate
By Firm's Survey Trucks (Notes 1, 2, 3, & 4)	
Subsistence of out-of-city work	\$150.00 min. per day per person based on cost
Reproduction and Printing by Firm, Survey Stakes, Lathes, Iron Rods and other Direct Expenses	Cost

Notes:

1. A mileage charge will be billed for projects exceeding a 50-mile radius of the base office only.
2. Field Party rates include conventional equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated.
3. A minimum of two hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.
4. Field Crew stand-by time will be charged for at the above-shown appropriate rates.

**Commissioners Court - Regular Session**

**14.**

**Meeting Date:** 06/28/2016

Discuss consider and take appropriate action on approval of the revised plat for the Rancho Sienna School Site subdivision - Pct 3

**Submitted For:** Joe England

**Submitted By:** Katheryn Cromwell, 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 Rancho Sienna School Site subdivision - Pct 3

**Background**

This is the next section of the Rancho Sienna development. It consists of no single family lots and no new public roads.

**Fiscal Impact**

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

**Attachments**

[Rancho Sienna School Site](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 06/22/2016

**Reviewed By**

Wendy Coco

**Date**

06/22/2016 01:21 PM

Started On: 06/22/2016 12:43 PM

# FINAL PLAT OF RANCHO SIENNA SCHOOL SITE

BEING 12.705 ACRES OUT OF THE GREENLEAF FISK SURVEY,  
ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

## FIELDNOTE DESCRIPTION:

OF 12.705 ACRES OF LAND OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, SITUATED IN WILLIAMSON COUNTY, TEXAS BEING ALL OF THAT CERTAIN 12.705 ACRES OF LAND CONVEYED TO NASH RANCHO HILLS, LLC BY DEED OF RECORD IN DOCUMENT NO. 2016052172 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 12.705 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE NORTHERLY END OF A RIGHT-OF-WAY RETURN AT INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF BONNET BOULEVARD (50' R.O.W.) AND THE EASTERLY RIGHT-OF-WAY LINE OF VIA DE SIENNA BOULEVARD (90' R.O.W.), FOR THE NORTHWESTERLY CORNER HEREOF;

THENCE, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF BONNET BOULEVARD, FOR THE NORTHERLY LINE HEREOF, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) N43°19'58"E, A DISTANCE OF 86.67 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;
- 2) ALONG SAID CURVE, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 54°22'42" AN ARC LENGTH OF 261.00 FEET, AND A CHORD WHICH BEARS, N70°31'19"E, A DISTANCE OF 251.31 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE END OF SAID CURVE;
- 3) S82°17'20"E, A DISTANCE OF 351.81 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE POINT OF CURVATURE OF A CURVE TO THE LEFT;
- 4) ALONG SAID CURVE, HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 17°46'18", AN ARC LENGTH OF 162.84 FEET, AND A CHORD WHICH BEARS, N88°49'31"E, A DISTANCE OF 162.19 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE END OF SAID CURVE, BEING THE NORTHEASTERLY CORNER OF LOT 1 OPEN SPACE, BLOCK LL OF RANCHO SIENNA SECTION 4, PHASE 1, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2015107466 OF SAID OFFICIAL PUBLIC RECORDS, FOR THE NORTHEASTERLY CORNER HEREOF;

THENCE, LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF BONNET BOULEVARD, ALONG THE WESTERLY LINES OF LOTS 1-11, BLOCK LL OF SAID RANCHO SIENNA SECTION 4, PHASE 1, FOR A PORTION OF THE EASTERLY LINE HEREOF, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) S23°54'01"E, A DISTANCE OF 139.85 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR AN ANGLE POINT;
- 2) S13°32'08"E, A DISTANCE OF 422.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET IN THE NORTHERLY RIGHT-OF-WAY LINE OF LAZIO LANE (50' R.O.W.), BEING THE SOUTHWESTERLY CORNER OF SAID LOT 11, FOR AN ANGLE POINT HEREOF;

THENCE, LEAVING THE SOUTHWESTERLY CORNER OF SAID LOT 11, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF LAZIO LANE FOR A PORTION OF THE EASTERLY LINE HEREOF, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

- 1) S76°27'52"W, A DISTANCE OF 94.10 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;
- 2) ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 48°11'23", AN ARC LENGTH OF 21.03 FEET, AND A CHORD WHICH BEARS, N79°26'26"W, A DISTANCE OF 20.41 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT;
- 3) ALONG SAID REVERSE CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 175°46'46", AN ARC LENGTH OF 153.40 FEET, AND A CHORD WHICH BEARS, S36°45'52"W, A DISTANCE OF 99.93 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT;
- 4) ALONG SAID REVERSE CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 48°11'23", AN ARC LENGTH OF 21.03 FEET, AND A CHORD WHICH BEARS, S27°01'49"E, A DISTANCE OF 20.41 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE END OF SAID CURVE;
- 5) S02°56'08"E, A DISTANCE OF 35.75 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;
- 6) ALONG SAID CURVE, HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 37°00'50" AN ARC LENGTH OF 100.13 FEET, AND A CHORD WHICH BEARS, S15°34'17"W, A DISTANCE OF 98.40 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE END OF SAID CURVE;
- 7) S34°04'42"W, A DISTANCE OF 32.23 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE NORTHERLY END OF A RIGHT-OF-WAY RETURN AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF LAZIO LANE AND THE CURVING NORTHERLY RIGHT-OF-WAY LINE OF MONTALCINO LANE (50' R.O.W.);
- 8) ALONG SAID RIGHT-OF-WAY RETURN, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°11'49", AN ARC LENGTH OF 37.17 FEET, AND A CHORD WHICH BEARS, S76°40'37"W, A DISTANCE OF 33.84 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET IN THE CURVING NORTHERLY RIGHT-OF-WAY LINE OF MONTALCINO LANE, FOR THE SOUTHEASTERLY CORNER HEREOF;

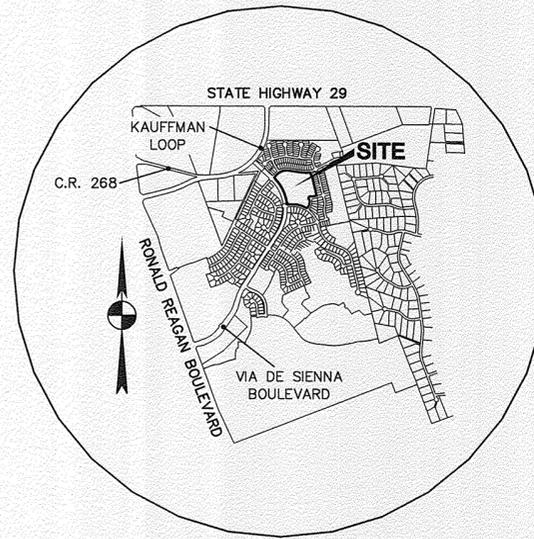
THENCE, ALONG THE CURVING NORTHERLY RIGHT-OF-WAY LINE OF MONTALCINO LANE, FOR THE SOUTHERLY LINE HEREOF, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 33°50'50", AN ARC LENGTH OF 372.17 FEET, AND A CHORD WHICH BEARS, N77°38'54"W, A DISTANCE OF 366.78 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE END OF SAID CURVE;
- 2) S85°25'41"W, A DISTANCE OF 58.91 FEET TO A 1/2 INCH IRON ROD WITH CAP SET "BURY" CAP SET AT THE SOUTHERLY END OF A RIGHT-OF-WAY RETURN AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF MONTALCINO LANE AND EASTERLY RIGHT-OF-WAY LINE OF VIA DE SIENNA BOULEVARD, FOR THE SOUTHWESTERLY CORNER HEREOF;

THENCE, ALONG SAID RIGHT-OF-WAY RETURN, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°17'47", AN ARC LENGTH OF 38.09 FEET, AND A CHORD WHICH BEARS, N50°55'25"W, A DISTANCE OF 34.51 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET IN THE EASTERLY RIGHT-OF-WAY LINE OF VIA DE SIENNA BOULEVARD, FOR AN ANGLE POINT HEREOF;

THENCE, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF VIA DE SIENNA BOULEVARD, FOR THE WESTERLY LINE HEREOF, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) N07°24'39"W, A DISTANCE OF 4.89 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE POINT OF CURVATURE OF A CURVE TO THE LEFT;
- 2) ALONG SAID CURVE, HAVING A RADIUS OF 1035.00 FEET, A CENTRAL ANGLE OF 36°21'36", AN ARC LENGTH OF 656.81 FEET, AND A CHORD WHICH BEARS N25°43'34"W, A DISTANCE OF 645.85 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT;
- 3) ALONG SAID REVERSE CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°14'19", AN ARC LENGTH OF 38.07 FEET, AND A CHORD WHICH BEARS, N00°17'12"W, A DISTANCE OF 34.49 FEET TO THE POINT OF BEGINNING, AND CONTAINING AN AREA OF 12.705 ACRES (553,448 SQUARE FEET) OF LAND, MORE OR LESS, WITHIN THESE METES AND BOUNDS.



VICINITY MAP  
N.T.S.

## SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET, FIELD NOTE DESCRIPTION AND NOTES
2	FINAL PLAT LAYOUT, LINE TABLE AND CURVE TABLE
3	CERTIFICATIONS AND SIGNATURES

## GENERAL INFORMATION:

OWNER.....	NASH RANCHO HILLS, LLC TOTAL
ACREAGE.....	12.705 ACRES
SURVEY OF.....	GREENLEAF FISK SURVEY(A-5)
DATE.....	JANUARY, 2015
SCHOOL LOTS.....	1
OPEN SPACE LOTS.....	1
TOTAL NO. OF LOTS.....	2
TOTAL NO. OF BLOCKS.....	1

OWNER/DEVELOPER  
**NASH RANCHO HILLS, LLC**  
13809 RESEARCH BOULEVARD, SUITE 475  
AUSTIN, TEXAS 78750  
(512) 244-6667 FAX (512) 244-6875

ENGINEER  
**Stantec Consulting Services, Inc.**

221 WEST SIXTH STREET, SUITE 600  
AUSTIN, TEXAS 78701  
(512) 328-0011 FAX (512) 328-0325

SURVEYOR  
**Stantec Consulting Services, Inc.**

221 WEST SIXTH STREET, SUITE 600  
AUSTIN, TEXAS 78701  
(512) 328-0011 FAX (512) 328-0325

## PLAT NOTES:

1. THIS PLAT LIES WITHIN THE BOUNDARY OF THE WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 12 (WCMUD 12). WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED THROUGH SERVICE AGREEMENTS ENTERED INTO BETWEEN WCMUD 12 AND THE CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AND THE LCRA. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CHISHOLM TRAIL SPECIAL UTILITY DISTRICT. SEWER SERVICE WILL BE PROVIDED BY THE CITY OF LIBERTY HILL.
2. 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.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
5. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
6. THE OPEN SPACE LOTS WILL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
7. NO CONSTRUCTION IN THIS SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED, IN WRITING, THE WATER POLLUTION ABATEMENT PLAN (WPAP).
8. SIDEWALKS LOCATED ADJACENT TO OPEN SPACE AND HOMEOWNER ASSOCIATION LOTS WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. SIDEWALKS LOCATED ADJACENT TO SINGLE FAMILY RESIDENTIAL LOTS (WITHIN PUBLIC RIGHT OF WAY) SHALL BE MAINTAINED BY THE RESPECTIVE ADJACENT PROPERTY OWNER.
9. FENCE/WALL EASEMENTS WITHIN THE BOUNDARIES OF THIS PLAT AND MAINTENANCE OF FENCES/WALLS LOCATED WITHIN THESE EASEMENTS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
10. PEC EASEMENTS SHALL BE LOCATED AS FOLLOWS: FRONT EASEMENT SHALL BE A STRIP OF LAND TEN (10') FEET IN WITH LOCATED ALONG ALL RIGHT-OF-WAYS (ROADS) AND SIDE-LOT EASEMENT SHALL BE TWO AND ONE HALF (2.5') FEET IN WIDTH LOCATED ALONG ALL SIDE LOT LINES AS NEEDED FOR THE CONSTRUCTION OF SAID DISTRIBUTION POWER LINE IN THE SUBDIVISION, THE CENTERLINE OF SUCH EASEMENT TO BE LOCATED ALONG THE COMMON BOUNDARY LINE OF EACH RESIDENTIAL SINGLE-FAMILY LOT. THE PURPOSE OF AN UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM CONSISTING OF VARIABLE NUMBER OF UNDERGROUND CABLES AND ALL NECESSARY OR DESIRABLE APPURTENANCES (INCLUDING CONDUITS, PRIMARY CABLES, SECONDARY CONDUCTORS, ENCLOSURES, CONCRETE PADS, GROUND RODS, GROUND CLAMPS, TRANSFORMERS, CABLE TERMINATORS, CABLE RISER SHIELDS, CUTOUTS, AND LIGHTING ARRESTORS OVERGROUND) AT OR NEAR THE GENERAL COURSE WHICH SHALL BECOME FIXED AT THE LOCATION OF BURIED BY GRANTEE, THROUGH, ACROSS, AND UNDER THE DESCRIBED LOCATIONS WITHIN THIS FINAL PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, PULLING NEW WIRE ON, MAINTAINING AND REMOVING SAID LINES AND APPURTENANCES; THE RIGHT TO RELOCATE WITHIN THE LIMITS OF SAID RIGHT-OF-WAY; THE RIGHT TO RELOCATE SAID FACILITIES IN THE SAME RELATIVE POSITION TO ANY ADJACENT ROAD IF AND SUCH ROAD IS WIDENED IN THE FUTURE; THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR THEIR APPURTENANCES.
11. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
12. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANagements CONTROL AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
13. LANDSCAPING IS PROHIBITED WITHIN THE COUNTY ROAD RIGHT-OF-WAY.

## FINAL PLAT OF RANCHO SIENNA SCHOOL SITE

DATE: JANUARY, 2015

 **Stantec**  
221 West Sixth Street, Suite 600  
Austin, Texas 78701  
Tel. (512) 328-0011 Fax (512) 328-0325  
TBPE # F-6324 TBPLS # F-10194230  
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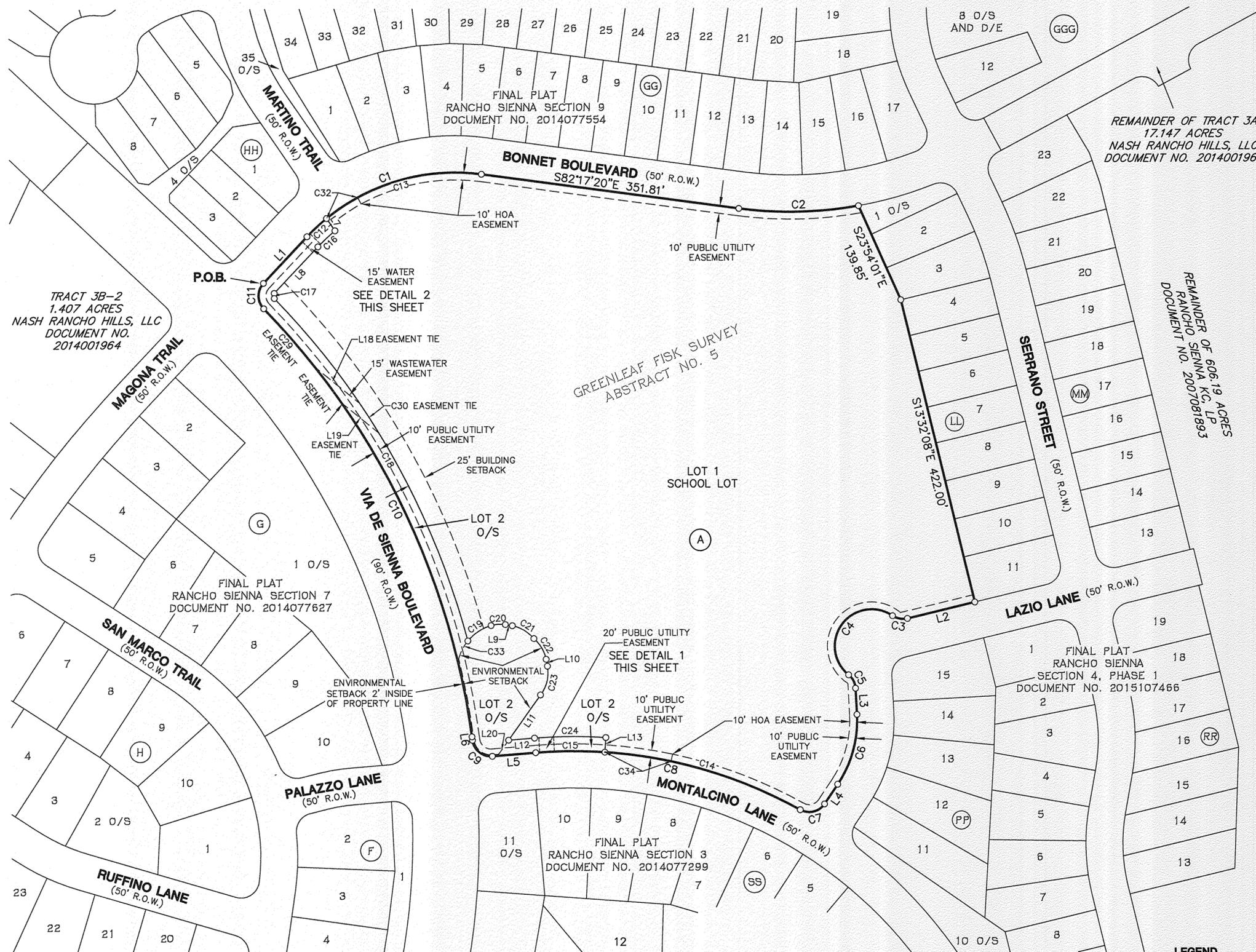
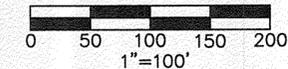
SHEET

**1**

OF 3

# FINAL PLAT OF RANCHO SIENNA SCHOOL SITE

BEING 12.705 ACRES OUT OF THE GREENLEAF FISK SURVEY,  
ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.



CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	261.00'	275.00'	54°22'42"	N70°31'19"E	251.31'
C2	162.84'	525.00'	17°46'18"	N88°49'31"E	162.19'
C3	21.03'	25.00'	48°11'23"	N79°26'26"W	20.41'
C4	153.40'	50.00'	175°46'46"	S36°45'52"W	99.93'
C5	21.03'	25.00'	48°11'23"	S27°01'49"E	20.41'
C6	100.13'	155.00'	37°00'50"	S15°34'17"W	98.40'
C7	37.17'	25.00'	85°11'49"	S76°40'37"W	33.84'
C8	372.17'	630.00'	33°50'50"	N77°38'54"W	366.78'
C9	38.09'	25.00'	87°17'47"	N50°55'25"W	34.51'
C10	656.81'	1035.00'	36°21'36"	N25°43'34"W	645.85'
C11	38.07'	25.00'	87°14'19"	N00°17'12"W	34.49'
C12	35.97'	275.00'	7°29'37"	N47°04'46"E	35.94'
C13	225.03'	275.00'	46°53'05"	N74°16'08"E	218.80'
C14	278.51'	630.00'	25°19'46"	N73°23'22"W	276.25'
C15	93.66'	630.00'	8°31'04"	S89°41'13"W	93.57'
C16	31.69'	255.00'	7°07'12"	S46°53'34"W	31.67'
C17	7.61'	5.00'	87°14'19"	S00°17'12"E	6.90'
C18	539.26'	1055.00'	29°17'11"	S29°15'46"E	533.41'
C19	38.32'	64.00'	34°18'06"	N56°38'46"E	37.75'
C20	19.67'	45.00'	25°02'18"	N86°15'00"E	19.51'
C21	34.62'	50.38'	39°22'06"	S58°54'30"E	33.94'
C22	33.16'	50.00'	38°00'12"	S30°15'06"E	32.56'
C23	41.52'	50.00'	47°34'37"	S13°42'41"W	40.34'
C24	96.63'	650.00'	8°31'04"	N89°41'13"E	96.54'
C25	5.31'	630.00'	0°28'57"	N85°40'10"E	5.31'
C26	20.00'	650.00'	1°45'47"	N86°49'13"E	20.00'
C27	5.83'	275.00'	1°12'51"	N43°56'23"E	5.83'
C28	5.06'	255.00'	1°08'12"	S43°54'04"W	5.06'
C29	105.67'	1035.00'	5°50'59"	S40°58'52"E	105.62'
C30	47.88'	1055.00'	2°36'01"	S32°38'11"E	47.88'
C31	59.93'	1035.00'	3°19'03"	N36°23'51"W	59.92'
C32	51.10'	275.00'	10°38'50"	N56°09'00"E	51.03'
C33	27.52'	64.00'	24°38'08"	S27°10'40"W	27.31'
C34	90.69'	630.00'	8°14'53"	S81°55'48"E	90.61'
C35	19.98'	630.00'	1°49'03"	S86°49'15"W	19.98'

**BEARING BASIS NOTE:**

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK.

## FINAL PLAT OF RANCHO SIENNA SCHOOL SITE

DATE: JANUARY, 2015

**LEGEND**

- 1/2" IRON ROD WITH "BURY" CAP SET
- ③ BLOCK
- O/S OPEN SPACE
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- N.T.S. NOT TO SCALE
- P.U.E. PUBLIC UTILITY EASEMENT
- W.E. WATER EASEMENT
- HOA HOMEOWNER'S ASSOCIATION



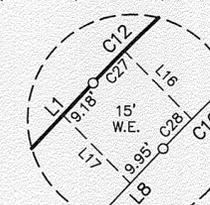
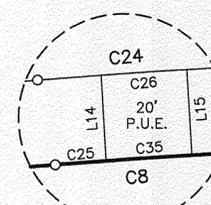
221 West Sixth Street, Suite 600  
Austin, Texas 78701  
Tel. (512) 328-0011 Fax (512) 328-0325  
TBPE # F-6324 TBPLS # F-10194230  
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LINE TABLE		
NO.	BEARING	DISTANCE
L1	N43°19'58"E	86.67'
L2	S76°27'52"W	94.10'
L3	S2°56'08"E	35.75'
L4	S34°04'42"W	32.23'
L5	S85°25'41"W	58.91'

LINE TABLE		
NO.	BEARING	DISTANCE
L6	N7°24'39"W	4.89'
L7	S34°25'19"E	20.07'
L8	S43°19'58"W	86.67'
L9	S80°23'58"E	9.57'
L10	S10°08'22"E	9.50'

LINE TABLE		
NO.	BEARING	DISTANCE
L11	S35°11'27"W	75.10'
L12	N85°25'41"E	35.13'
L13	S3°56'45"W	20.00'
L14	N3°10'47"W	20.00'
L15	S3°10'47"E	20.00'

LINE TABLE		
NO.	BEARING	DISTANCE
L16	S44°27'46"E	20.00'
L17	N44°27'46"W	20.01'
L18	S50°53'43"E	77.74'
L19	N50°53'43"W	65.19'



# FINAL PLAT OF RANCHO SIENNA SCHOOL SITE

BEING 12.705 ACRES OUT OF THE GREENLEAF FISK SURVEY,  
ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

STATE OF TEXAS §  
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS

THAT NASH RANCHO HILLS, LLC, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON BEING THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2016052172 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE THE 12.705 ACRES AS SHOWN HEREON AND DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS "FINAL PLAT OF RANCHO SIENNA SCHOOL SITE". THE OWNER 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.

*Cindy Bridges*  
WILLIAMSON COUNTY ADDRESSING COORDINATOR  
6/16/16  
DATE

NASH RANCHO HILLS, LLC., A DELAWARE LIMITED LIABILITY COMPANY

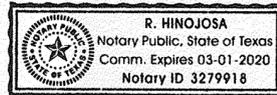
BY: \_\_\_\_\_  
BY: *E. William Meyer*  
NAME: E. William Meyer 6-16-16  
DATE  
TITLE: Authorized Signatory

STATE OF TEXAS §  
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED E. WILLIAM MEYER, OF NASH RANCHO HILLS, LLC., A DELAWARE LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 16<sup>th</sup> DAY OF June, 2016.

*R. Hinojosa*  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
PRINTED NAME: R. Hinojosa  
MY COMMISSION EXPIRES ON:



**ENGINEER'S CERTIFICATION:**

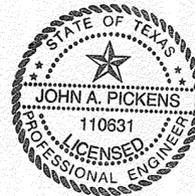
I, JOHN A. PICKENS, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCRoaCHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND IS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0275E, EFFECTIVE DATE SEPTEMBER 26, 2008, WILLIAMSON COUNTY, TEXAS, AND COMPLY WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE.

THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/ OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS,

THIS 16 DAY OF June, 2016.

*J. A. Pickens*  
JOHN A. PICKENS, P.E.  
STATE OF TEXAS NO. 110631  
STANTEC CONSULTING SERVICES, INC.  
221 WEST SIXTH STREET, SUITE 600  
AUSTIN, TEXAS 78701



**SURVEYOR'S CERTIFICATION:**

THAT I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS, AND THE FIELD NOTES SHOWN HEREON MATHEMATICALLY CLOSE.

*J. T. Bilnoski*  
JOHN T. BILNOSKI, R.P.L.S.  
TEXAS REGISTRATION NO. 4998  
STANTEC CONSULTING SERVICES, INC.  
221 WEST SIXTH STREET, SUITE 600  
AUSTIN, TEXAS 78701  
6/16/16  
DATE



IN APPROVING THIS PLAT BY THE COMMISSIONERS' 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 IS THE RESPONSIBILITY OF THE OWNERS OF THE 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 STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COURT 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 OR 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.

STATE OF TEXAS §  
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS

I, \_\_\_\_\_, 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.

\_\_\_\_\_  
DATE  
\_\_\_\_\_, COUNTY JUDGE  
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §  
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE WAS FILED FOR RECORD IN MY OFFICE ON THE DAY \_\_\_\_\_ OF \_\_\_\_\_, 2016 A.D., AT \_\_\_\_\_ O'CLOCK, \_\_\_ M., AND DULY RECORDED THIS THE DAY \_\_\_\_\_ OF \_\_\_\_\_, 2016 A.D., AT \_\_\_\_\_ O'CLOCK \_\_\_ M., IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NUMBER \_\_\_\_\_.

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 RANCHO SIENNA SCHOOL SITE

DATE: JANUARY, 2015

**Stantec**  
221 West Sixth Street, Suite 600  
Austin, Texas 78701  
Tel. (512) 328-0011 Fax (512) 328-0325  
TBPE # F-6324 TBPLS # F-10194230  
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**Commissioners Court - Regular Session**

**15.**

**Meeting Date:** 06/28/2016

Discuss consider and take appropriate action on the Department of Infrastructure 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.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 05/24/2016

**Reviewed By**

Wendy Coco

**Date**

05/24/2016 08:18 AM

Started On: 05/23/2016 04:09 PM

**Commissioners Court - Regular Session**

16.

**Meeting Date:** 06/28/2016

CR 176 at RM 2243 Antiquities Permit Application

**Submitted By:** Dawn Haggard, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission, required as part of the Due Diligence Environmental Investigations on CR 176 at RM 2243, a Road Bond Program in Commissioner Pct. 3.

**Background**

The permit requests the approval of pedestrian survey, with surface and subsurface investigations as necessary based on field conditions, on CR 176 at RM 2243 needed to satisfy Environmental Due Diligence requirements. No investigations will take place until a permit is received from the Texas Historical Commission.

---

**Fiscal Impact**

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

**Attachments**

[CR 176 at RM 2243 Antiquities Permit Application](#)

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 06/23/2016

**Reviewed By**

Wendy Coco

**Date**

06/23/2016 10:40 AM

Started On: 06/23/2016 09:33 AM

## ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

### GENERAL INFORMATION

#### I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) County Road 176 Expansion at Ranch to Market 2243 Project  
 County (ies) Williamson County, Texas  
 USGS Quadrangle Name and Number Leander (3097-321)  
 UTM Coordinates Zone 14 E 617451 N 3385006.7  
 Location Located in western Williamson County, between RM 2243 and CR 176, roughly 0.5-mile southwest of the CR 176-Patricia Road intersection  
 Federal Involvement  Yes  No  
 Name of Federal Agency N/A  
 Agency Representative N/A

#### II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County, Texas  
 Representative Judge Dan Gattis  
 Address 710 Main Street  
 City/State/Zip Georgetown, Texas, 78626  
 Telephone (include area code) (512) 943-1100 Email Address ctyjudge@wilco.org

#### III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor \_\_\_\_\_  
 Representative \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_  
 Telephone (include area code) \_\_\_\_\_ Email Address \_\_\_\_\_

### PROJECT INFORMATION

#### I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name same Rhiana D. Ward  
 Affiliation SWCA Environmental Consultants  
 Address 6200 UTSA Boulevard, Suite 102  
 City/State/Zip San Antonio, Texas 78248  
 Telephone (include area code) 210-877-2847 Email Address rward@swca.com

(OVER)  
**ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)**

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork August 1, 2016  
Requested Permit Duration 2 Years 0 Months (1 year minimum)  
Scope of Work (Provided an Outline of Proposed Work) SWCA will conduct an intensive survey of the project area (please refer to the attached Scope of Work for the exact parameters of the project).

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility SWCA-San Antonio  
Permanent Curatorial Facility CAR-UTSA (field records and photos only; no collections planned)

IV. LAND OWNER'S CERTIFICATION

I, Judge Dan Gattis, as legal representative of the Land Owner, Williamson County, Texas, do certify that I have reviewed the plans and research design, and that no investigations will be preformed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.  
Signature \_\_\_\_\_ Date \_\_\_\_\_

V. SPONSOR'S CERTIFICATION

I, \_\_\_\_\_, as legal representative of the Sponsor, \_\_\_\_\_, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.  
Signature \_\_\_\_\_ Date \_\_\_\_\_

VI. INVESTIGATOR'S CERTIFICATION

I, Rhiana D. Ward, as Principal Investigator employed by SWCA Environmental Consultants (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.  
Signature [Signature] Date 6/21/2016

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Division of Antiquities Protection.

**FOR OFFICIAL USE ONLY**

Reviewer \_\_\_\_\_ Date Permit Issues \_\_\_\_\_  
Permit Number \_\_\_\_\_ Permit Expiration Date \_\_\_\_\_  
Type of Permit \_\_\_\_\_ Date Received for Data Entry \_\_\_\_\_





**TEXAS ANTIQUITIES PERMIT APPLICATION:  
PROPOSED SCOPE OF WORK FOR AN INTENSIVE CULTURAL RESOURCES  
INVESTIGATIONS FOR THE COUNTY ROAD 176 EXPANSION AT RANCH TO  
MARKET 2243 PROJECT, WILLIAMSON COUNTY, TEXAS**

*Project Sponsor – Williamson County, Texas*  
*Landowner – Williamson County, Texas*  
*Project Consultant – SWCA Environmental Consultants (SWCA)*  
*Principal Investigator – Rhiana D. Ward, M.A.*  
*Date – June 15, 2016*

## **INTRODUCTION**

At the request of HNTB and Prime Strategies, Inc., and on behalf of Williamson County, Texas, SWCA Environmental Consultants (SWCA) proposes to conduct an intensive cultural resources investigation of the proposed 2,000-foot (609.6[m]) extension of County Road (CR) 176 to Ranch-to-Market (RM) 2243 in Williamson County, Texas. The following scope of work provides for an intensive archaeological survey of approximately 2,000-feet (609.6 m) of realignment in western Williamson County, Texas (Figure 1). Archaeological investigations will be performed as part of the sponsor's compliance with the Antiquities Code of Texas, as the land is owned by Williamson County, a political subdivision of the State of Texas.

## **PROJECT DESCRIPTION**

The project proposes to construct a 2,000-foot (609.6 m) extension of CR 176 to RM 2243 on behalf of Williamson County. The proposed project will be constructed within a 150-foot (75.7 m) wide project corridor, comprised of a 20–30-foot (6.1–9.1 m) wide road easement with a 60–65 foot (18.3–19.8 m) wide temporary construction easement (Figure 2). The proposed alignment extends across rural rangeland with sporadic residential complexes along CR 176 to the east and southeast. Vegetation consists of moderately dense juniper cover with areas of open grasses. Topography consists of a generally level upland formation overlooking ephemeral tributaries of South Fork San Gabriel River to the north and Brushy Creek to the southwest.

## **SETTING**

The project area is situated on a transitional boundary between the Edward Plateau and the Blackland Prairies ecoregions (Texas Parks and Wildlife 2016). The Edwards Plateau, also known



ENVIRONMENTAL CONSULTANTS

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as the Texas Hill Country, is formed by stony hills and steep canyons carved out by many springs that host an abundance of faunal and floral species. Soils of the Edward Plateau are generally shallow, underlain by limestone formations honeycombed with thousands of karst geological formation, including large unground lakes known as aquifers. A healthy mix of open grasslands and wooded savannah make the Texas Hill Country ideal for the ranching industry. The Blackland Prairie ecoregion is characterized by generally level to gently rolling open, tallgrass prairies. Soils of the Blackland Prairie consists of dark-colored “black gumbo” alkaline clays mixed with some gray acidic sandy loams that support crop production and rangeland for cattle ranching (Texas Parks and Wildlife 2016).

The underlying geology of the project area is mapped as the Edwards and Comanche Peak Limestone, undivided (Barns 1992). Edwards Limestone is characterized by fine grained limestone, dolostone, and chert in massive to thin bedded deposits that range from 60 to 350 feet (18.3 to 106.7 m) thick. Comanche Peak limestone is defined as fine to very vine grained, hard nodular deposits that can be as much as 80 feet (24.4 m) thick (Barns 1992).

Soils of the project area are mapped as Georgetown stony clay loam with 1 to 3 percent slopes at the northern and southern ends of the alignment, with Eckrant extremely stone clay with 0 to 3 percent slopes at the medial portion of the alignment (Natural Resources Conservation Service [NRCS] 2016). The Georgetown series consists of moderately deep, well drained, very slowly permeable soils that have formed over indurated limestone of Cretaceous age on nearly level to very gently sloping dissected plateaus. Eckrant soils are characterized by very shallow and shallow, well drained soils formed in residuum derived from limestone on nearly level to very steep soils on summits, shoulders, and back slopes of ridges on dissected plateaus (NRCS 2016).

### ***PREVIOUS INVESTIGATIONS AND RECORDED SITES***

SWCA conducted a background review to determine if the project area has been previously surveyed for cultural resources or if any archaeological sites have been recorded within a 1-mile radius of the project area. To conduct this review an SWCA archaeologist reviewed the Leander (3097-321), Texas U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle map on the Texas Historical Commission’s (THC) Texas Archeological Sites Atlas (Atlas; THC 2016). These sources provided information on the nature and location of previously conducted archaeological surveys, previously recorded cultural resources, locations of National Register of Historic Places (NRHP) properties, sites designated as State Antiquities Landmarks, Official Texas Historical Markers (OTHMs), Recorded Texas Historic Landmarks, cemeteries, and local neighborhood surveys. As a part of the review, an SWCA archaeologist reviewed the Texas Department of Transportation (TxDOT) Historic Overlay, a mapping/geographic information



system database with historic maps and resource information covering most portions of the state (Foster et al. 2006).

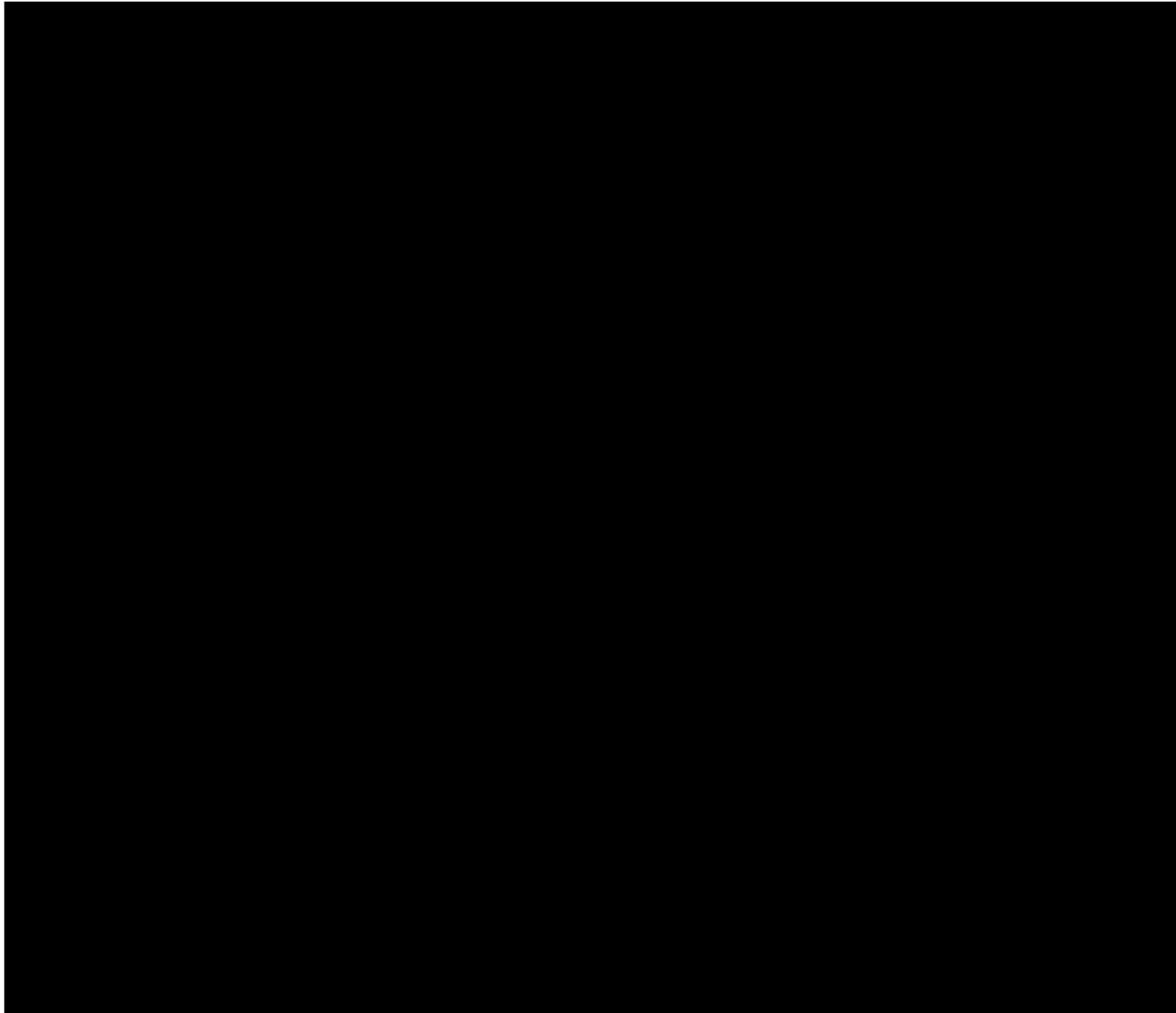
The background literature review revealed that one linear survey intersects the project area; however but no previously recorded archaeological sites or cemeteries are located within or immediately adjacent to the alignment (THC 2016). A review of the TxDOT Historic Overlay determined that two possible historic resources are located within 300 feet of the project alignment (Foster et al. 2006). Additionally, five cultural resource investigations, eleven previously recorded archaeological sites are located within a 1-mile radius of the project (Tables 1 and 2; Figure 3; THC 2016).

In 2002 a linear survey was conducted by Paul Price Associates, Inc. for the Brushy Creek Surface Water Supply System (Brushy Creek) Project (Oksanen et al. 2003). The survey encompassed 152 acres, which included 17 miles of construction easement and a 17-acre water treatment plant site. The survey documented eight new archaeological sites (41WM1066–1073) and revisited three previously recorded sites (41WM84, 41WM968, and 41WM 970). Overall, no further work was recommended for any of the newly recorded sites and none were recommended as eligible for State Antiquities Landmark (SAL) designation (Oksanen et al. 2003).

**Table 1. Cultural resources investigations within a 1-mile radius of the current project**



TAC Permit Application  
County Road 176 at Ranch to Market 2243 Project  
Williamson County, Texas  
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**Table 2. Known cultural resources within a 1-mile radius of the current project area.**

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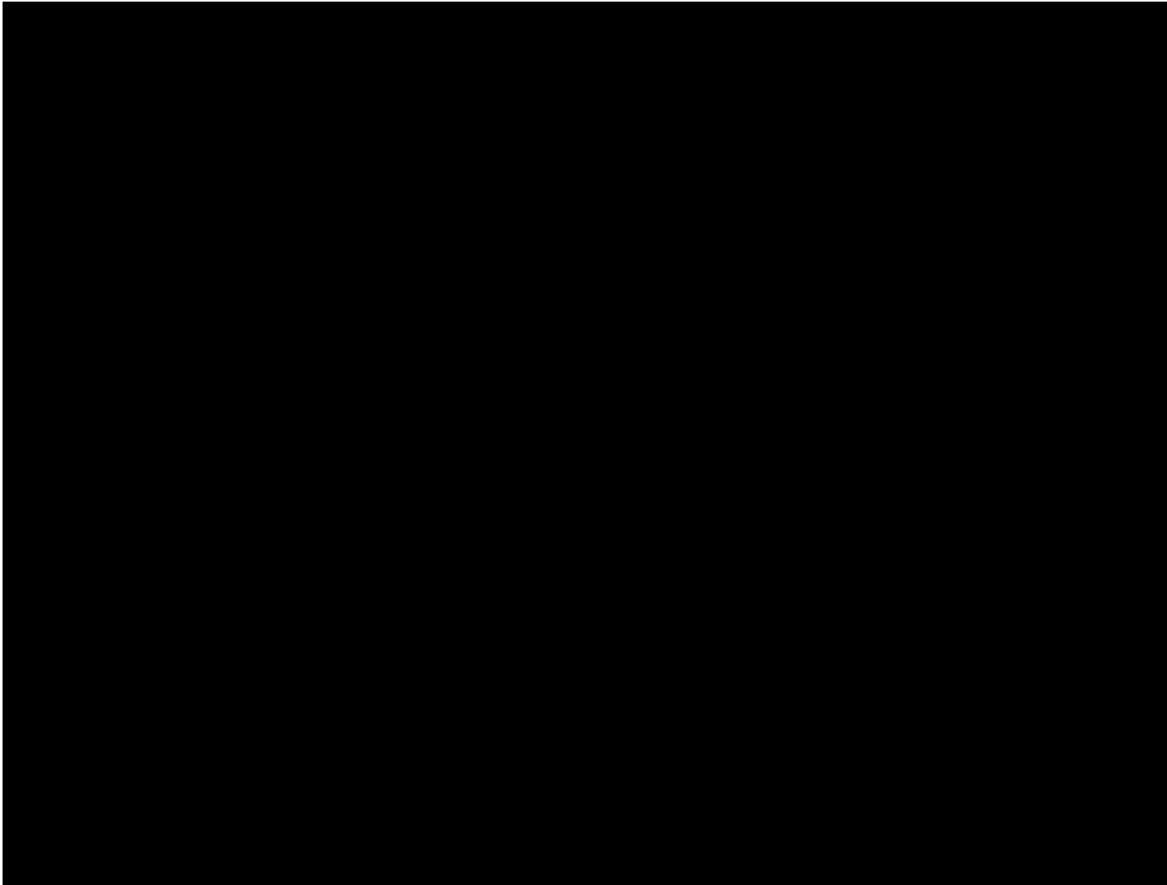
**SWCA**<sup>®</sup>

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TAC Permit Application  
County Road 176 at Ranch to Market 2243 Project  
Williamson County, Texas  
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Page 6



A review of the TxDOT Historic Overlay determined that two possible historic resources are located within 300 feet of the project alignment. An 1893 United State Geological Survey (USGS) Map of Georgetown and a 1918 United States Army Corp of Engineers (USACE) Map of Georgetown illustrate no cultural resources within or adjacent to the project area. However, a 1962 USGS Map of Leander depicts one outbuilding roughly 190 feet west of the project alignment and 230 feet south of RM 2243 (Figure 4). Two residential buildings are also depicted on the 1962 USGS map, 140 feet and 740 feet east of the project alignment. The two buildings are situated along an undeveloped private drive accessed from CR 176 to the south.



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## SCOPE OF WORK

Based on a review of the project area soils, geology, and recorded archaeological sites, the following scope of investigations provides for an intensive pedestrian archaeological survey with subsurface investigations for the entire proposed project. The affected project area is defined as approximately 2,000 feet (609.6 m) in length and 150 foot (45.7 m) wide, or roughly 6.89 acres.

### *INTENSIVE ARCHAEOLOGICAL SURVEY*

Once the permit is obtained, SWCA will conduct a cultural resources survey of the proposed 2,000-foot (609.6 m) long project area. The survey will be of sufficient intensity to determine the nature, extent, and possible impacts to cultural resources within the affected project area. The survey will meet all THC minimum archaeological survey standards as set forth by the Council of Texas Archaeologists (CTA) for projects such as these.

The field survey will consist of one team of two SWCA archaeologists walking a two transects within a 150-foot-wide (45.7 m) survey corridor. Subsurface explorations to be used during the survey include the excavation of shovel testing at a rate of 1 shovel test per 100 m (328 feet) along each transect. SWCA will key the utilization of shovel tests to the level of disturbance of the proposed project area and the nature of the soils, geology, and topography. If archaeologists find that they cannot adequately explore project impacts in soils with potential to contain buried archaeological materials, auger tests or backhoe trenches may be utilized.

SWCA will excavate shovel tests in 20-cm (7.9 inches) arbitrary levels to 1 m in depth or to culturally sterile deposits, whichever comes first. The matrix will be screened through ¼-inch mesh. Archaeologists will plot the location of each shovel test using a global positioning receiver (GPS) receiver, and will record each test on appropriate project field forms. Areas with previously recorded sites or other cultural resources will require additional shovel testing to explore the nature of the cultural deposits. If sites are encountered, a minimum of six shovel tests will be excavated to delineate site boundaries.

If an archaeological site is encountered in the proposed project area during the investigations, it will be explored as much as possible with consideration to land access constraints. SWCA will assess any discovered sites in regards to potential significance so that recommendations can be made for proper management (avoidance, non-avoidance, or further work). Archaeologists will conduct additional shovel tests per THC standards at any discovered sites to define horizontal and vertical boundaries. Appropriate State of Texas Archeological Site Data Forms will be filled out for each site discovered during the investigations. SWCA will produce a detailed plan map of each site and will plot locations on USGS 7.5-minute topographic maps and relevant project maps.



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SWCA is proposing a non-collection survey. Artifacts will be tabulated, analyzed, and documented in the field, but not collected. Temporally diagnostic artifacts will be described in detail and photographed in the field. Only especially rare artifacts or discoveries will be collected.

### REPORTING

Once the archaeological survey has been completed, SWCA will analyze the field data and produce a report of the investigations. Analysis of field data will include mapping, the production of official State of Texas site forms for sites, and the review, organization, and assessment of field notes. Once this is complete, SWCA will prepare a report of the investigations. The archaeological report will briefly document previous investigations in the area, background cultural and environmental settings, the methodology used in the investigations, the general nature and extent of cultural resources assessed during the archaeological survey, the level of impacts to the sites from mechanical clearing, recommendations on the need for further work or avoidance, and the potential significance of the cultural resources in regards to future development and eligibility to the NRHP. The report will include maps that illustrate all investigations and avoidance arrangements, correlating the project area and archaeological sites locations.

Draft copies of the report will be submitted to the THC for review and comment. Once this has been accomplished, any appropriate edits will be made and copies of the final report will be produced per Antiquities Code guidelines.

### CURATION

Per the Antiquities Code guidelines, all documents and any artifacts recovered during the investigations will be curated at an approved curatorial facility. In this case, if artifacts are recovered and curation is needed, these materials will be curated at the Center for Archaeological Research at the University of Texas at San Antonio (CAR-UTSA).

Records, samples, and artifacts from the investigations will be temporarily curated at SWCA's San Antonio office during analysis and report production. This office is located at 6200 UTSA Boulevard, Suite 102, San Antonio, Texas. Subsequently, all materials will be permanently stored at an approved curatorial facility meeting 36 Code of Federal Regulations (CFR) 79 standards in the State of Texas.



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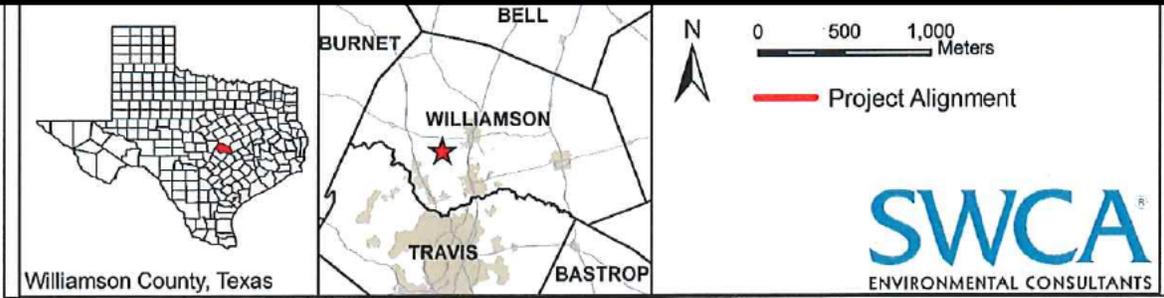
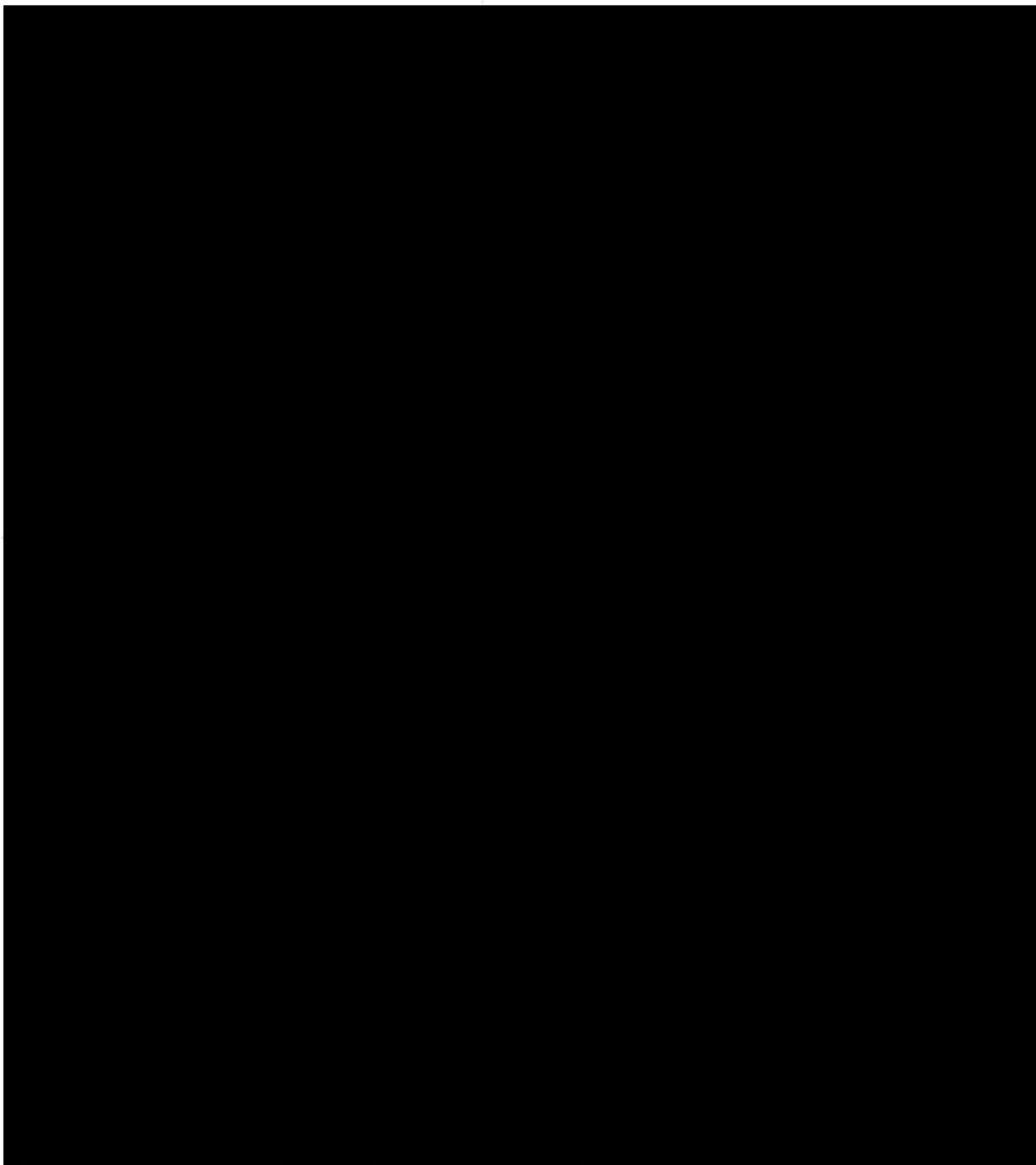


Figure 1. Project location.

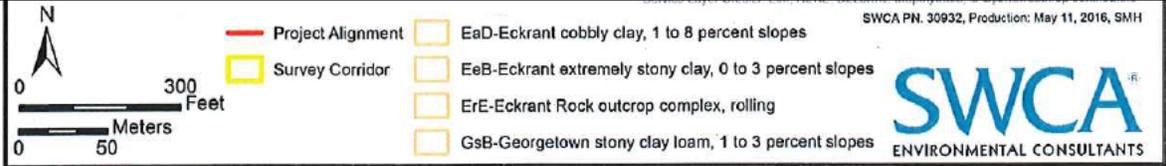
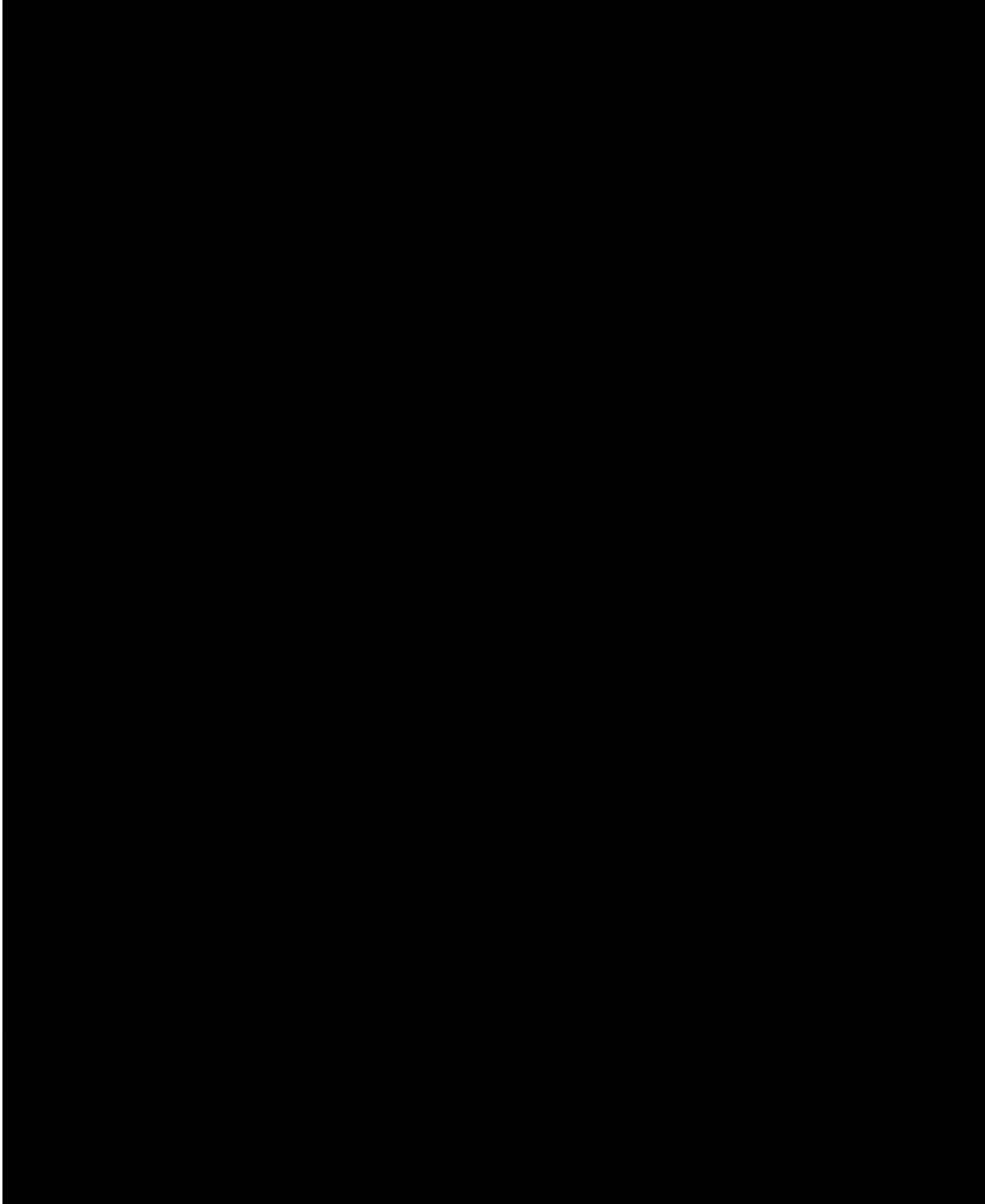
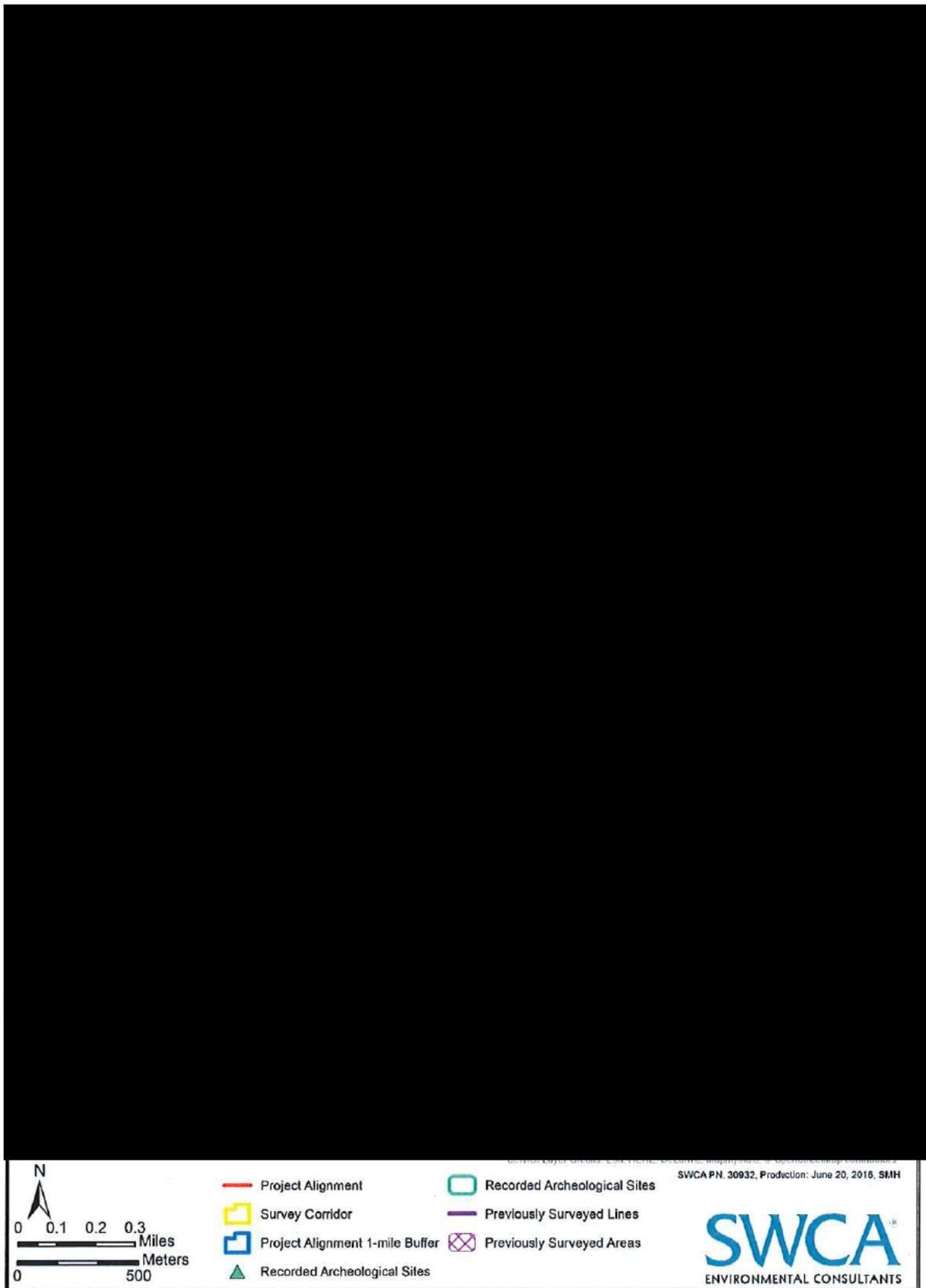


Figure 2. Project area overview with soils overlay.



**Figure 3.** Cultural resources and previous cultural resources investigations within a 1-mile radius of project area.

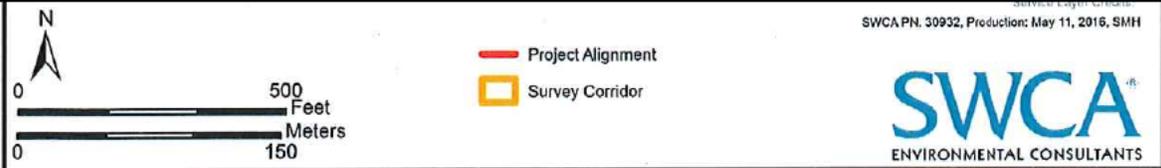
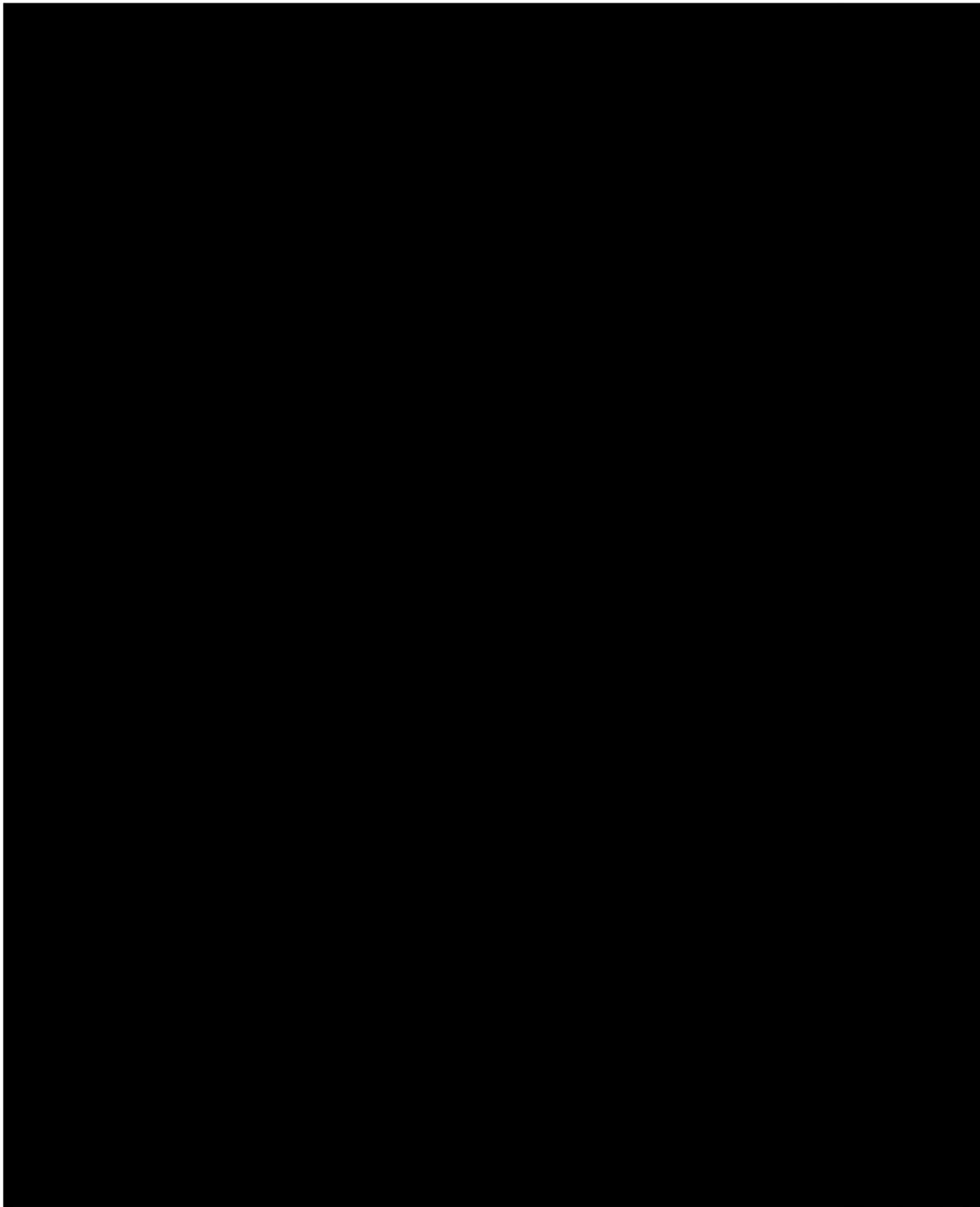


Figure 4. Project area on 1962 USGS Map of Leander.

**Commissioners Court - Regular Session**

17.

**Meeting Date:** 06/28/2016

1604-068 Forest North Ph 1 Notice of Intent

**Submitted By:** Dawn Haggard, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding the Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000) for Forest North Ph 1, a Road Bond Project in Commissioner Pct.1.

**Background**

Williamson County must submit an NOI to obtain coverage under TPDES General Permit No. TXR150000, as required by the Texas Commission on Environmental Quality (TCEQ), before commencing site disturbing activities on any construction project that will disturb more than 5 acres of land.

**Fiscal Impact**

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

**Attachments**

[1604-068 Forest North NOI](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 06/23/2016

**Reviewed By**

Wendy Coco

**Date**

06/23/2016 10:40 AM

Started On: 06/23/2016 09:40 AM



# TCEQ Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000)

### IMPORTANT:

- Use the [INSTRUCTIONS](#) to fill out each question in this form.
- Use the [CHECKLIST](#) to make certain all you filled out all required information. Incomplete applications **WILL** delay approval or result in automatic denial.
- Once processed your permit can be viewed at:  
[http://www2.tceq.texas.gov/wq\\_dpa/index.cfm](http://www2.tceq.texas.gov/wq_dpa/index.cfm)

**ePERMITS:** Sign up now for online NOI: <https://www3.tceq.texas.gov/steers/index.cfm>  
Pay a \$225 reduced application fee by using ePermits.

### APPLICATION FEE:

- You must pay the **\$325** Application Fee to TCEQ for the paper application to be complete.
  - Payment and NOI must be mailed to separate addresses.
  - Did you know you can pay on line?
    - Go to <https://www3.tceq.texas.gov/epay/index.cfm>
    - Select Fee Type: GENERAL PERMIT CONSTRUCTION STORM WATER DISCHARGE NOI APPLICATION
  - **Provide your payment information below, for verification of payment:**
    - Mailed      Check/Money Order No.: \_\_\_\_\_  
Name Printed on Check: \_\_\_\_\_
    - EPAY      Voucher No.: \_\_\_\_\_
- Is the Payment Voucher copy attached?       Yes

**RENEWAL: Is this NOI a Renewal of an existing General Permit Authorization?**  
**(Note: A permit cannot be renewed after June 3, 2013.)**

- Yes      The Permit number is: TXR15\_\_\_\_\_
- (If a permit number is not provided, a new number will be assigned.)**
- No

### 1) OPERATOR (Applicant)

**a)** If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity? You may search for your CN at:  
<http://www12.tceq.texas.gov/crpub/index.cfm?fuseaction=cust.CustSearch>

CN 600897888

**b)** What is the Legal Name of the entity (applicant) applying for this permit?  
Williamson County  
(The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.)

**c)** What is the name and title of the person signing the application? The person must be an executive official meeting signatory requirements in TAC 305.44(a).  
Prefix (Mr. Ms. Miss): Judge  
First/Last Name: Dan A. Gattis Suffix: \_\_\_\_\_  
Title: County Judge Credential: \_\_\_\_\_

**d)** What is the Operator Contact's (Responsible Authority) contact information and mailing address as recognized by the US Postal Service (USPS)? You may verify the address at: <http://zip4.usps.com/zip4/welcome.jsp>  
Phone #: (512) 744-9082 ext: \_\_\_\_\_ Fax #: \_\_\_\_\_  
E-mail: roads@wilco.org  
Mailing Address: 101 E. Old Settlers Blvd., Suite 100  
Internal Routing (Mail Code, Etc.): \_\_\_\_\_  
City: Round Rock State: TX ZIP Code: 78664  
If outside USA: Territory: \_\_\_\_\_ Country Code: \_\_\_\_\_ Postal Code: \_\_\_\_\_

**e)** Indicate the type of Customer (The instructions will help determine your customer type):  
 Individual  Limited Partnership  Sole Proprietorship-DBA  
 Joint Venture  General Partnership  Corporation  
 Trust  Estate  Federal Government  
 State Government  County Government  City Government  
 Other Government

**f)** Independent Operator?  Yes  No  
(If governmental entity, subsidiary, or part of a larger corporation, check "No".)

**g)** Number of Employees:  0-20;  21-100;  101-250;  251-500; or  501 or higher

**h)** Customer Business Tax and Filing Numbers:  
(REQUIRED for Corporations and Limited Partnerships. Not Required for Individuals, Government, or Sole Proprietors)  
State Franchise Tax ID Number: \_\_\_\_\_  
Federal Tax ID: \_\_\_\_\_  
Texas Secretary of State Charter (filing) Number: \_\_\_\_\_  
DUNS Number (if known): \_\_\_\_\_

## 2) APPLICATION CONTACT

If TCEQ needs additional information regarding this application, who should be contacted?

Is the application contact the same as the applicant identified above?

Yes, go to Section 3).  No, complete section below.

Prefix (Mr. Ms. Miss): \_\_\_\_\_  
First/Last Name: Dawn Haggard Suffix: \_\_\_\_\_  
Title: Construction Project Administrator Credential: \_\_\_\_\_

Organization Name: \_\_\_\_\_  
Phone No.: (512) 744-9082 ext: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
E-mail: dhagard@hntb.com  
Mailing Address: 101 E. Old Settlers Blvd., Suite 100  
Internal Routing (Mail Code, Etc.): \_\_\_\_\_  
City: Round Rock State: TX ZIP Code: 78664  
Mailing Information if outside USA:  
Territory: \_\_\_\_\_ Country Code: \_\_\_\_\_ Postal Code: \_\_\_\_\_

**3) REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE**

If the site of your business is part of a larger business site or if other businesses were located at this site before yours, a Regulated Entity Number (RN) may already be assigned for the larger site. Use the RN assigned for the larger site. Search TCEQ's Central Registry to see if the larger site may already be registered as a regulated site at:

<http://www12.tceq.texas.gov/crpub/index.cfm?fuseaction=regent.RNSearch>.

If the site is found, provide the assigned Regulated Entity Reference Number and provide the information for the site to be authorized through this application below. The site information for this authorization may vary from the larger site information.

**a)** TCEQ issued RE Reference Number (RN): RN \_\_\_\_\_

**b)** Name of project or site (the name known by the community where located):  
Forest North Residential Drainage \_\_\_\_\_

**c)** In your own words, briefly describe the primary business of the Regulated Entity: (Do not repeat the SIC and NAICS code):  
Drainage Improvements within an existing Residential Subdivision \_\_\_\_\_

**d)** County (or counties if > 1) Williamson \_\_\_\_\_ **+**

**e)** Latitude: 30°27'46" N Longitude: -97°46'47" W \_\_\_\_\_

**f)** Does the site have a physical address?  
 Yes, complete Section A for a physical address.  
 No, complete Section B for site location information.

**Section A:** Enter the physical address for the site.  
Verify the address with USPS. If the address is not recognized as a delivery address, provide the address as identified for overnight mail delivery, 911 emergency or other online map tools to confirm an address.

Physical Address of Project or Site:  
Street Number: \_\_\_\_\_ Street Name: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

**Section B:** Enter the site location information.

If no physical address (Street Number & Street Name), provide a written location access description to the site. (Ex.: located 2 miles west from intersection of Hwy 290 & IH35 accessible on Hwy 290 South)

Drainage Improvements in the Forest North Subdivision bordered by RR 620, Anderson Mill Rd, Pond Springs RD, and Lake Creek Parkway.

City where the site is located or, if not in a city, what is the nearest city:  
Austin

State: Texas ZIP Code where the site is located: 78729

**4) GENERAL CHARACTERISTICS**

**a)** Is the project/site located on Indian Country Lands?

Yes - If the answer is Yes, you must obtain authorization through EPA, Region 6.

No

**b)** Is your construction activity associated with a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources?

Yes - If the answer is Yes, you may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization through EPA, Region 6.

No

**c)** What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?

Primary SIC Code: 1623

**d)** If applicable, what is the Secondary SIC Code(s): \_\_\_\_\_

**e)** What is the total number of acres disturbed? 6.2

**f)** Is the project site part of a larger common plan of development or sale?

Yes - If the answer is Yes, the total number of acres disturbed can be less than 5 acres.

No - If the answer is No, the total number of acres disturbed must be 5 or more. If the total number of acres disturbed is less than 5 then the project site does not qualify for coverage through this Notice of Intent. Coverage will be denied. See the requirements in the general permit for small construction sites.

**g)** What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?

Lake Creek

**h)** What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?

1244B

**i)** Is the discharge into an MS4?

Yes - If the answer is Yes, provide the name of the MS4 operator below.

No

If Yes, provide the name of the MS4 operator:

Austin

Note: The general permit requires you to send a copy of the NOI to the MS4 operator.

**j)** Are any of the surface water bodies receiving discharges from the construction site on the latest EPA-approved CWA 303(d) List of impaired waters?

Yes - If the answer is Yes, provide the name(s) of the impaired water body(s) below.

No

If Yes, provide the name(s) of the impaired water body(s):

**k)** Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer as defined in 30 TAC Chapter 213?

Yes - If the answer is Yes, complete certification below by checking "Yes."

No

I certify that a copy of the TCEQ approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) is either included or referenced in the Stormwater Pollution Prevention Plan.

Yes



## NOTICE OF INTENT CHECKLIST (TXR150000)

- Did you complete everything? Use this checklist to be sure!
- Are you ready to mail your form to TCEQ? Go to the General Information Section of the Instructions for mailing addresses.

This checklist is for use by the operator to ensure a complete application. Missing information may result in denial of coverage under the general permit. (See NOI process description in the Instructions)

### Application Fee:

If paying by Check:

- Check was mailed **separately** to the TCEQs Cashier's Office. (See Instructions for Cashier's address and Application address.)
- Check number and name on check is provided in this application.

If using ePay:

- The voucher number is provided in this application or a copy of the voucher is attached.

### PERMIT NUMBER:

- Permit number provided – if this application is for renewal of an existing authorization.

### OPERATOR INFORMATION - Confirm each item is complete:

- Customer Number (CN) issued by TCEQ Central Registry
- Legal name as filed to do business in Texas (Call TX SOS 512/463-5555)
- Name and title of responsible authority signing the application
- Mailing address is complete & verifiable with USPS. [www.usps.com](http://www.usps.com)
- Phone numbers/e-mail address
- Type of operator (entity type)
- Independent operator
- Number of employees
- For corporations or limited partnerships – Tax ID and SOS filing numbers
- Application contact and address is complete & verifiable with USPS. <http://www.usps.com>

### REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE - Confirm each item is complete:

- Regulated Entity Reference Number (RN) (if site is already regulated by TCEQ)
- Site/project name/regulated entity
- Latitude and longitude <http://www.tceq.texas.gov/gis/sqmaview.html>
- County
- Site/project physical address. Do not use a rural route or post office box.
- Business description

### GENERAL CHARACTERISTICS - Confirm each item is complete:

- Indian Country Lands –the facility is not on Indian Country Lands
- Construction activity related to facility associated to oil, gas, or geothermal resources
- Standard Industrial Classification (SIC) Code [www.osha.gov/oshstats/sicser.html](http://www.osha.gov/oshstats/sicser.html)
- Acres disturbed is provided and qualifies for coverage through a NOI
- Common plan of development or sale
- Receiving water body(s)
- Segment number(s)
- Impaired water body(s)
- MS4 operator
- Edwards Aquifer rule

### CERTIFICATION

- Certification statements have been checked indicating "Yes"
- Signature meets 30 Texas Administrative Code (TAC) 305.44 and is original.

# Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000)

## General Information and Instructions

### GENERAL INFORMATION

#### Where to Send the Notice of Intent (NOI):

BY REGULAR U.S. MAIL

Texas Commission on  
Environmental Quality  
Stormwater Processing Center  
(MC228)  
P.O. Box 13087  
Austin, Texas 78711-3087

BY OVERNIGHT/EXPRESS MAIL

Texas Commission on  
Environmental Quality  
Stormwater Processing Center  
(MC228)  
12100 Park 35 Circle  
Austin, TX 78753

#### TCEQ Contact List:

Application – status and form questions:

*512/239-3700, [swpermit@tceq.texas.gov](mailto:swpermit@tceq.texas.gov)*

Technical questions:

*512/239-4671, [swgp@tceq.texas.gov](mailto:swgp@tceq.texas.gov)*

Environmental Law Division:

*512/239-0600*

Records Management - obtain copies of forms:

*512/239-0900*

Reports from databases (as available):

*512/239-DATA (3282)*

Cashier's office:

*512/239-0357 or 512/239-0187*

#### Notice of Intent Process:

When your NOI is received by the program, the form will be processed as follows:

- 1) **Administrative Review:** Each item on the form will be reviewed for a complete response. In addition, the operator's legal name must be verified with Texas Secretary of State as valid and active (if applicable). The address(s) on the form must be verified with the US Postal service as receiving regular mail delivery. Never give an overnight/express mailing address.
- 2) **Notice of Deficiency:** If an item is incomplete or not verifiable as indicated above, a notice of deficiency (NOD) will be mailed to the operator. The operator will have 30 days to respond to the NOD. The response will be reviewed for completeness.
- 3) **Acknowledgment of Coverage:** An Acknowledgment Certificate will be mailed to the operator. This certificate acknowledges coverage under the general permit.  
-or-  
**Denial of Coverage:** If the operator fails to respond to the NOD or the response is inadequate, coverage under the general permit may be denied. If coverage is denied, the operator will be notified.

#### General Permit (Your Permit)

For NOIs submitted **electronically** through ePermits, provisional coverage under the general permit begins immediately following confirmation of receipt of the NOI form by the TCEQ.

For **paper** NOIs, provisional coverage under the general permit begins **7 days after a completed NOI is postmarked for delivery** to the TCEQ.

You should have a copy of your general permit when submitting your application. You may view and print your permit for which you are seeking coverage, on the TCEQ web site <http://www.tceq.texas.gov>. Search using key word TXR150000.

### **General Permit Forms**

The Notice of Intent (NOI), Notice of Termination (NOT), and Notice of Change (NOC) (including instructions) are available in Adobe Acrobat PDF format on the TCEQ web site <http://www.tceq.texas.gov>.

### **Change in Operator**

An authorization under the general permit is not transferable. If the operator of the regulated entity changes, the present permittee must submit a Notice of Termination and the new operator must submit a Notice of Intent. The NOT and NOI must be submitted no later than 10 days prior to the change in Operator status.

### **TCEQ Central Registry Core Data Form**

The Core Data Form has been incorporated into this form. Do not send a Core Data Form to TCEQ. After final acknowledgment of coverage under the general permit, the program will assign a Customer Number and Regulated Entity Number.

You can find the information on the Central Registry web site at <http://www12.tceq.texas.gov/crpub/index.cfm>. You can search by the Regulated Entity (RN), Customer Number (CN) or Name (Permittee), or by your permit number under the search field labeled "Additional ID". Capitalize all letters in the permit number.

The Customer (Permittee) is responsible for providing consistent information to the TCEQ, and for updating all CN and RN data for all authorizations as changes occur. For General Permits, a Notice of Change form must be submitted to the program area.

### **Fees associated with a General Permit**

Payment of the fee may be made by check or money order, payable to TCEQ, or through EPAY (electronic payment through the web).

**Application Fee:** This fee is required to be paid at the time the NOI is submitted. Failure to submit payment at the time the application is filed will cause delays in acknowledgment or denial of coverage under the general permit.

#### **Mailed Payments:**

Payment must be mailed under separate cover at one of the addresses below using the attached Application Fee submittal form. (DO NOT SEND A COPY OF THE NOI WITH THE APPLICATION FEE SUBMITTAL FORM)

#### **BY REGULAR U.S. MAIL**

Texas Commission on Environmental Quality  
Financial Administration Division  
Cashier's Office, MC-214  
P.O. Box 13088  
Austin, TX 78711-3088

#### **BY OVERNIGHT/EXPRESS MAIL**

Texas Commission on Environmental Quality  
Financial Administration Division  
Cashier's Office, MC-214  
12100 Park 35 Circle  
Austin, TX 78753

**ePAY Electronic Payment:** <http://www.tceq.texas.gov/epay>

When making the payment you must select Water Quality, and then select the fee category “General Permit Construction Storm Water Discharge NOI Application”. You must include a copy of the payment voucher with your NOI. Your NOI will not be considered complete without the payment voucher.

## **INSTRUCTIONS FOR FILLING OUT THE NOI FORM**

**Renewal of General Permit.** Dischargers holding active authorizations under the expired General Permit are required to submit a NOI to continue coverage. The existing permit number is required. If the permit number is not provided or has been terminated, expired, or denied a new permit number will be issued.

### **1. Operator (Applicant)**

#### **a) Enter assigned Customer Number (CN)**

TCEQ’s Central Registry will assign each customer a number that begins with CN, followed by nine digits. **This is not a permit number, registration number, or license number.**

If this customer has not been assigned a CN, leave the space for the CN blank.

If this customer has already been assigned this number, enter the permittee’s CN.

#### **b) Legal Name**

Provide the current legal name of the permittee, as authorized to do business in Texas. The name must be provided exactly as filed with the Texas Secretary of State (SOS), or on other legal documents forming the entity, that is filed in the county where doing business. You may contact the SOS at 512/463-5555, for more information related to filing in Texas. If filed in the county where doing business, provide a copy of the legal documents showing the legal name.

#### **c) Person Signing Application**

Provide information about person signing section 5) Certification.

#### **d) Operator Contact’s (Responsible Authority) Contact Information and Mailing Address**

Provide a complete mailing address for receiving mail from the TCEQ. The address must be verifiable with the US Postal Service at <http://www.usps.com> for regular mail delivery (not overnight express mail). If you find that the address is not verifiable using the USPS web search, please indicate the address is used by the USPS for regular mail delivery.

The area code and phone number should provide contact to the operator. Leave Extension blank if not applicable.

The fax number and e-mail address are optional and should correspond to the operator.

#### **e) Type of Customer (Entity Type)**

Check only one box that identifies the type of entity. Use the descriptions below to identify the appropriate entity type. Note that the selected entity type also indicates the name that must be provided as an applicant for a permit, registration or authorization.

### **Sole Proprietorship – DBA**

A sole proprietorship is a customer that is owned by only one person and has not been incorporated. This business may:

- be under the person's name
- have its own name (doing business as or d.b.a.)
- have any number of employees

If the customer is a Sole Proprietorship or DBA, the 'legal name' of the individual business 'owner' must be provided. The DBA name is not recognized as the 'legal name' of the entity. The DBA name may be used for the site name (regulated entity).

### **Individual**

An individual is a customer who has not established a business, but conducts an activity that needs to be regulated by the TCEQ.

### **Partnership**

- A customer that is established as a partnership as defined by the Texas Secretary of State Office (TX SOS). A Limited Partnership or Limited Liability Partnership (Partnership) is required to file with the Texas Secretary of State. A General Partnership or Joint Venture is not required to register with the state.
- **Partnership (Limited Partnership or Limited Liability Partnership):** A limited partnership is defined in the Act as a partnership formed by two or more persons under the provisions of Section 3 of the Uniform Limited Partnership Act (Art. 6132a, Revised Civil Statutes of Texas) and having as members one or more general partners and one or more limited partners. The limited partners as such are not bound by the obligations of the partnership. Limited partners may not take part in the day-to-day operations of the business. A Limited Partnership must file with the Texas Secretary of State. A registered limited liability partnership is a general or limited partnership that is registered with the Texas Secretary of State. The partnership's name must contain the words "Registered Limited Liability Partnership" or the abbreviation "L.L.P." as the last words or letters of its name.
- **General Partnership:** A general partner may or may not invest, participates in running the partnership and is liable for all acts and debts of the partnership and any member of it. A General Partnership does not have limited partners. For a General Partnership, there is no registration with the state or even written agreement necessary for a general partnership to be formed. The legal definition of a partnership is generally stated as "an association of two or more persons to carry on as co-owners a business for profit" (Revised Uniform Partnership Act § 101 [1994]).
- **Joint Venture:** A joint venture is but another name for a special partnership. It might be distinguished from a general partnership in that the latter is formed for the transaction of a general business, while a joint venture is usually limited to a single transaction. That is, a joint venture is a special combination of persons in the nature of a partnership engaged in the joint prosecution of a particular transaction for mutual benefit or profit.

### **Corporation**

A customer meets all of these conditions:

- is a legally incorporated entity under the laws of any state or country
- is recognized as a corporation by the Texas Secretary of State

- has proper operating authority to operate in Texas.
- The corporation's 'legal name' as filed with the Texas Secretary of State must be provided as applicant. An 'assumed' name of a corporation is not recognized as the 'legal name' of the entity.

**Government**

Federal, state, county, or city government (as appropriate)

The customer is either an agency of one of these levels of government or the governmental body itself. The government agency's 'legal name' must be provided as the applicant. A department name or other description of the organization should not be included as a part of the 'legal name' as applicant.

**Trust or Estate**

A trust and an estate are fiduciary relationships governing the trustee/executor with respect to the trust/estate property.

**Other Government**

A utility district, water district, tribal government, college district, council of governments, or river authority. Write in the specific type of government.

**f) Independent Entity**

Check No if this customer is a subsidiary, part of a larger company, or is a governmental entity. Otherwise, check Yes.

**g) Number of Employees**

Check one box to show the number of employees for this customer's entire company, at all locations. This is not necessarily the number of employees at the site named in the application.

**h) Customer Business Tax and Filing Numbers**

These are required for Corporations and Limited Partnerships. These are not required for Individuals, Government, and Sole Proprietors.

**State Franchise Tax ID Number**

Corporations and limited liability companies that operate in Texas are issued a franchise tax identification number. If this customer is a corporation or limited liability company, enter this number here.

**Federal Tax ID**

All businesses, except for some small sole proprietors, individuals, or general partnerships should have a federal taxpayer identification number (TIN). Enter this number here. Use no prefixes, dashes, or hyphens. Sole proprietors, individuals, or general partnerships do not need to provide a federal tax ID.

**TX SOS Charter (filing) Number**

Corporations and Limited Partnerships required to register with the Texas Secretary of State are issued a charter or filing number. You may obtain further information by calling SOS at 512/463-5555.

**DUNS Number**

Most businesses have a DUNS (Data Universal Numbering System) number issued by Dun and Bradstreet Corp. If this customer has one, enter it here.

## **2. APPLICATION CONTACT**

Provide the name, title and communication information of the person that TCEQ can contact for additional information regarding this application.

## **3. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE**

### **a) Regulated Entity Reference Number (RN)**

A number issued by TCEQ's Central Registry to sites (a location where a regulated activity occurs) regulated by TCEQ. This is not a permit number, registration number, or license number. If this regulated entity has not been assigned an RN, leave this space blank.

If the site of your business is part of a larger business site, a Regulated Entity Number (RN) may already be assigned for the larger site. Use the RN assigned for the larger site. Search TCEQ's Central Registry to see if the larger site may already be registered as a regulated site at: <http://www12.tceq.texas.gov/crpub/index.cfm?fuseaction=regent.RNSearch>

If the site is found, provide the assigned Regulated Entity Reference Number (RN) and provide the information for the site to be authorized through this application. The site information for this authorization may vary from the larger site information.

An example is a chemical plant where a unit is owned or operated by a separate corporation that is accessible by the same physical address of your unit or facility. Other examples include industrial parks identified by one common address but different corporations have control of defined areas within the site. In both cases, an RN would be assigned for the physical address location and the permitted sites would be identified separately under the same RN.

### **b) Site/Project Name/Regulated Entity**

Provide the name of the site as known by the public in the area where the site is located. The name you provide on this application will be used in the TCEQ Central Registry as the Regulated Entity name.

### **c) Description of Activity Regulated**

In your own words, briefly describe the primary business that you are doing that requires this authorization. Do not repeat the SIC Code description.

### **d) County**

Identify the county or counties in which the regulated entity is located.

### **e) Latitude and Longitude**

Enter the latitude and longitude of the site in degrees, minutes, and seconds or decimal form. For help obtaining the latitude and longitude, go to:

<http://www.tceq.texas.gov/gis/sqmvview.html> or <http://nationalmap.gov/ustopo>

### **f) Site/Project (RE) Physical Address/Location Information**

Enter the complete address for the site in Section A if the address can be validated through the US Postal Service. If the physical address is not recognized as a USPS delivery address, you may need to validate the address with your local police (911 service) or through an online map site used to locate a site. Please confirm this to be a complete and valid address. Do not use a rural route or post office box for a site location.

If a site does not have an address that includes a street (or house) number and street name, enter NO ADDRESS for the street name in Section A. In Section B provide a complete written location description. For example: "The site is located 2 miles west from intersection of Hwy 290 & IH35, located on the southwest corner of the Hwy 290 South bound lane."

Provide the city (or nearest city) and zip code of the facility location.

#### **4. GENERAL CHARACTERISTICS**

##### **a) Indian Country Lands**

If your site is located on Indian Country Lands, the TCEQ does not have authority to process your application. You must obtain authorization through EPA, Region 6, Dallas. Do not submit this form to TCEQ.

##### **b) Construction activity associated with facility associated with exploration, development, or production of oil, gas, or geothermal resources**

If your activity is associated with oil and gas exploration, development, or production, you may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization from EPA Region 6. For more information, see:

[http://info.sos.state.tx.us/pls/pub/readtacSext.TacPage?sl=R&app=9&p\\_dir=&p\\_rloc=&p\\_tloc=&p\\_ploc=&pg=1&p\\_tac=&ti=16&pt=1&ch=3&rl=30](http://info.sos.state.tx.us/pls/pub/readtacSext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=16&pt=1&ch=3&rl=30)

Construction activities associated with a facility related to oil, gas or geothermal resources may include the construction of a well site; treatment or storage facility; underground hydrocarbon or natural gas storage facility; reclamation plant; gas processing facility; compressor station; terminal facility where crude oil is stored prior to refining and at which refined products are stored solely for use at the facility; a carbon dioxide geologic storage facility; and a gathering, transmission, or distribution pipeline that will transport crude oil or natural gas, including natural gas liquids, prior to refining of such oil or the use of the natural gas in any manufacturing process or as a residential or industrial fuel.

Where required by federal law, discharges of stormwater associated with construction activities under the Railroad Commission's jurisdiction must be authorized by the EPA and the Railroad Commission of Texas, as applicable. Activities under Railroad Commission of Texas jurisdiction include construction of a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources, such as a well site; treatment or storage facility; underground hydrocarbon or natural gas storage facility; reclamation plant; gas processing facility; compressor station; terminal facility where crude oil is stored prior to refining and at which refined products are stored solely for use at the facility; a carbon dioxide geologic storage facility under the jurisdiction of the Railroad Commission of Texas; and a gathering, transmission, or distribution pipeline that will transport crude oil or natural gas, including natural gas liquids, prior to refining of such oil or the use of the natural gas in any manufacturing process or as a residential or industrial fuel. The Railroad Commission of Texas also has jurisdiction over stormwater from land disturbance associated with a site survey that is conducted prior to construction of a facility that would be regulated by the Railroad Commission of Texas. Under 33 U.S.C. §1342(l)(2) and §1362(24), EPA cannot require a permit for discharges of stormwater from "field activities or operations associated with {oil and gas} exploration, production, processing, or treatment operations, or transmission facilities, including activities necessary to prepare a site for drilling and for the movement and placement of drilling equipment, whether or not such field activities or operations may be considered to be construction activities" unless the discharge is contaminated by contact with any overburden, raw material, intermediate product, finished product, byproduct, or waste product located on the site of the facility. Under §3.8 of this title (relating to Water Protection), the Railroad

Commission of Texas prohibits operators from causing or allowing pollution of surface or subsurface water. Operators are encouraged to implement and maintain best management practices (BMPs) to minimize discharges of pollutants, including sediment, in stormwater during construction activities to help ensure protection of surface water quality during storm events.

**c) Primary Standard Industrial Classification (SIC) Code**

Provide the SIC Code that best describes the construction activity being conducted at this site.

Common SIC Codes related to construction activities include:

- 1521 - Construction of Single Family Homes
- 1522 - Construction of Residential Bldgs. Other than Single Family Homes
- 1541 - Construction of Industrial Bldgs. and Warehouses
- 1542 - Construction of Non-residential Bldgs, other than Industrial Bldgs. and Warehouses
- 1611 - Highway and Street Construction, except Highway Construction
- 1622 - Bridge, Tunnel, and Elevated Highway Construction
- 1623 - Water, Sewer, Pipeline and Communications, and Power Line Construction

For help with SIC Codes, go to:

<http://www.osha.gov/pls/imis/sicsearch.html>

**d) Secondary SIC Code**

Secondary SIC Code(s) may be provided. Leave blank if not applicable. For help with SIC Codes, go to:

<http://www.osha.gov/pls/imis/sicsearch.html>

**e) Total Number of Acres Disturbed**

Provide the approximate number of acres that the construction site will disturb. Construction activities that disturb less than one acre, unless they are part of a larger common plan that disturbs more than one acre, do not require permit coverage. Construction activities that disturb between one and five acres, unless they are part of a common plan that disturbs more than five acres, do not require submission of an NOI. Therefore, the estimated area of land disturbed should not be less than five, unless the project is part of a larger common plan that disturbs five or more acres. Disturbed means any clearing, grading, excavating, or other similar activities.

If you have any questions about this item, please contact the stormwater technical staff by phone at (512)239-4671 or by email at [swgp@tceq.texas.gov](mailto:swgp@tceq.texas.gov).

**f) Common Plan of Development**

Construction activities that disturb less than five acres do not require submission of an NOI unless they are part of a common plan of development or for sale where the area disturbed is five or more acres. Therefore, the estimated area of land disturbed should not be less than five, unless the project is part of a larger common plan that disturbs five or more acres. Disturbed means any clearing, grading, excavating, or other similar activities.

For more information on "What is a common plan of development?" go to:

[www.tceq.texas.gov/permitting/stormwater/common\\_plan\\_of\\_development\\_steps.html](http://www.tceq.texas.gov/permitting/stormwater/common_plan_of_development_steps.html)

For further information, go to the TCEQ stormwater construction webpage at:

[www.tceq.texas.gov/goto/construction](http://www.tceq.texas.gov/goto/construction) and search for "Additional Guidance and Quick Links". If

you have any further questions about this item, please call the stormwater technical staff at (512)239-4671.

**g) Identify the water body(s) receiving stormwater runoff**

The stormwater may be discharged directly to a receiving stream or through a MS4 from your site. It eventually reaches a receiving water body such as a local stream or lake, possibly via a drainage ditch. You must provide the name of the water body that receives the discharge from the site (a local stream or lake).

If your site has more than one outfall you need to include the name of the first water body for each outfall, if they are different.

**h) Identify the segment number(s) of the classified water body(s)**

Identify the classified segment number(s) receiving a discharge directly or indirectly. Go to the following link to find the segment number of the classified water body where stormwater will flow from the site: [www.tceq.texas.gov/waterquality/monitoring/viewer.html](http://www.tceq.texas.gov/waterquality/monitoring/viewer.html)

You may also find the segment number in TCEQ publication GI-316:  
[www.tceq.texas.gov/publications/gi/gi-316](http://www.tceq.texas.gov/publications/gi/gi-316)

If the discharge is into an unclassified receiving water and then crosses state lines prior to entering a classified segment, select the appropriate watershed:

- 0100 (Canadian River Basin)
- 0200 (Red River Basin)
- 0300 (Sulfur River Basin)
- 0400 (Cypress Creek Basin)
- 0500 (Sabine River Basin)

Call the Water Quality Assessments section at (512)239-4671 for further assistance.

**i) Discharge into MS4 – Identify the MS4 Operator**

The discharge may initially be into a municipal separate storm sewer system (MS4). If the stormwater discharge is into an MS4, provide the name of the entity that operates the MS4 where the stormwater discharges. An MS4 operator is often a city, town, county, or utility district, but possibly can be another form of government. Please note that the Construction General Permit requires the Operator to supply the MS4 with a copy of the NOI submitted to TCEQ. For assistance, you may call the technical staff at (512)239-4671.

**j) Surface Water bodies on list of impaired waters – Identify the impaired water body(s)**

Indicate Yes or No if any surface water bodies receiving discharges from the construction site are on the latest EPA-approved CWA 303(d) List of impaired waters. Provide the name(s) of surface water bodies receiving discharges or potential discharges from the construction site that are on the latest EPA-approved CWA 303(d) List of impaired waters. The EPA-approved CWA 303(d) List of impaired waters in Texas can be found at:  
[www.tceq.texas.gov/waterquality/assessment/305\\_303.html](http://www.tceq.texas.gov/waterquality/assessment/305_303.html)

NOTE: Do not use any "draft" documents.

### **k) Discharges to the Edwards Aquifer Recharge Zone and Certification**

See maps on the TCEQ website to determine if the site is located within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer at: [www.tceq.texas.gov/field/eapp/viewer.html](http://www.tceq.texas.gov/field/eapp/viewer.html)

If the discharge or potential discharge is within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, a site specific authorization approved by the Executive Director under the Edwards Aquifer Protection Program (30 TAC Chapter 213) is required before construction can begin. The certification must be answered "Yes" for coverage under the Construction General Permit. The TCEQ approved plan must be readily available for TCEQ staff to review at the time that the NOI is submitted.

The general permit requires the approved Contributing Zone Plan or Water Pollution Abatement Plan to be included or referenced as a part of the Stormwater Pollution Prevention Plan.

For questions regarding the Edwards Aquifer Protection Program, contact the appropriate TCEQ Regional Office. For projects in Hays, Travis and Williamson Counties: Austin Regional Office, 12100 Park 35 Circle, Austin, TX 78753, 512-339-2929. For Projects in Bexar, Comal, Kinney, Medina and Uvalde Counties: TCEQ San Antonio Regional Office, 14250 Judson Rd., San Antonio, TX 78233-4480, 210-490-3096.

## **5. CERTIFICATIONS**

Failure to indicate **Yes** to ALL of the certification items may result in denial of coverage under the general permit.

### **a) Certification of Understanding the Terms and Conditions of Construction General Permit (TXR150000)**

Provisional coverage under the Construction General Permit (TXR150000) begins 7 days after the completed paper NOI is postmarked for delivery to the TCEQ. (Electronic applications submitted through ePermits have immediate provisional coverage). You must obtain a copy and read the Construction General Permit before submitting your application. You may view and print the Construction General Permit for which you are seeking coverage at the TCEQ web site: [www.tceq.texas.gov/goto/construction](http://www.tceq.texas.gov/goto/construction)

### **b) Certification of Legal Name**

The full legal name of the applicant as authorized to do business in Texas is required. The name must be provided exactly as filed with the Texas Secretary of State (SOS), or on other legal documents forming the entity, that is filed in the county where doing business. You may contact the SOS at (512)463 5555, for more information related to filing in Texas.

### **c) Understanding of Notice of Termination**

A permittee shall terminate coverage under this Construction General Permit through the submittal of a NOT when the operator of the facility changes, final stabilization has been reached, the discharge becomes authorized under an individual permit, or the construction activity never began at this site.

### **d) Certification of Stormwater Pollution Prevention Plan**

The SWP3 identifies the areas and activities that could produce contaminated runoff at your site and then tells how you will ensure that this contamination is mitigated. For example, in describing your mitigation measures, your site's plan might identify the devices that collect and

filter stormwater, tell how those devices are to be maintained, and tell how frequently that maintenance is to be carried out. You must develop this plan in accordance with the TCEQ general permit requirements. This plan must be developed and implemented before you complete this NOI. The SWP3 must be available for a TCEQ investigator to review on request.

### **Operator Certification:**

The certification must bear an original signature of a person meeting the signatory requirements specified under 30 Texas Administrative Code (TAC) §305.44.

### **IF YOU ARE A CORPORATION:**

The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(1) (see below). According to this code provision, any corporate representative may sign an NOI or similar form so long as the authority to sign such a document has been delegated to that person in accordance with corporate procedures. By signing the NOI or similar form, you are certifying that such authority has been delegated to you. The TCEQ may request documentation evidencing such authority.

### **IF YOU ARE A MUNICIPALITY OR OTHER GOVERNMENT ENTITY:**

The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(3) (see below). According to this code provision, only a ranking elected official or principal executive officer may sign an NOI or similar form. Persons such as the City Mayor or County Commissioner will be considered ranking elected officials. In order to identify the principal executive officer of your government entity, it may be beneficial to consult your city charter, county or city ordinances, or the Texas statute(s) under which your government entity was formed. An NOI or similar document that is signed by a government official who is not a ranking elected official or principal executive officer does not conform to §305.44(a)(3). The signatory requirement may not be delegated to a government representative other than those identified in the regulation. By signing the NOI or similar form, you are certifying that you are either a ranking elected official or principal executive officer as required by the administrative code. Documentation demonstrating your position as a ranking elected official or principal executive officer may be requested by the TCEQ.

If you have any questions or need additional information concerning the signatory requirements discussed above, please contact the Texas Commission on Environmental Quality's Environmental Law Division at (512)239-0600.

## **30 Texas Administrative Code**

### **§305.44. Signatories to Applications**

(a) All applications shall be signed as follows.

(1) For a corporation, the application shall be signed by a responsible corporate officer. For purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

(2) For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).

# Texas Commission on Environmental Quality General Permit Payment Submittal Form

**Use this form to submit your Application Fee only if you are mailing your payment.**

- Complete items 1 through 5 below:
- Staple your check in the space provided at the bottom of this document.
- Do not mail this form with your NOI form.
- Do not mail this form to the same address as your NOI.

**Mail this form and your check to:**

*BY REGULAR U.S. MAIL*

Texas Commission on Environmental  
Quality  
Financial Administration Division  
Cashier's Office, MC-214  
P.O. Box 13088  
Austin, TX 78711-3088

*BY OVERNIGHT/EXPRESS MAIL*

Texas Commission on Environmental  
Quality  
Financial Administration Division  
Cashier's Office, MC-214  
12100 Park 35 Circle  
Austin, TX 78753

Fee Code: GPA

General Permit:

TXR150000

1. Check / Money Order No:
2. Amount of Check/Money Order:
3. Date of Check or Money Order:
4. Name on Check or Money Order:
5. NOI INFORMATION

If the check is for more than one NOI, list each Project/Site (RE) Name and Physical Address exactly as provided on the NOI. DO NOT SUBMIT A COPY OF THE NOI WITH THIS FORM AS IT COULD CAUSE DUPLICATE PERMIT ENTRIES.

See Attached List of Sites (If more space is needed, you may attach a list.)

Project/Site (RE) Name:

Project/Site (RE) Physical Address:

Staple Check in This Space

**Commissioners Court - Regular Session**

18.

**Meeting Date:** 06/28/2016

CMF Restroom Remodel - Adam Heath Contract Amendment 2

**Submitted By:** Gina Wrehsnig, Facilities Maintenance

**Department:** Facilities Maintenance

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take any necessary action regarding Second Amended Services Contract with Adam Heath Construction on the Williamson County Central Maintenance (restroom remodeling project).

**Background**

This contract amendment is to install a solid surface counter top instead of a less durable plastic laminate, to remove additional lockers that were deemed not needed and to finish the wall behind them. The contractor has agreed to perform the additional work for the amount of \$2,918.50.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[CMF Restroom - Adam Heath Amendment 2](#)

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 06/22/2016

**Reviewed By**

Wendy Coco

**Date**

06/22/2016 04:17 PM

Started On: 06/22/2016 02:46 PM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**SECOND AMENDED  
SERVICES CONTRACT  
FOR CENTRAL MAINTENANCE  
RESTROOM REMODEL**

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**THIS SERVICES CONTRACT** (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Adam Heath Construction**, (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

- A. As described in the attached Statement of Work/Quotation, dated February 22, 2016 and designated Exhibit "A" and incorporated herein as if copied in full;**
- B. As described in the attached Statement of Work/Quotation, dated April 25, 2016 (Estimate #1465) and designated Exhibit "B" and incorporated herein as if copied in full;**
- C. As described in the attached Statement of Work/Quotation, dated April 25, 2016 (Estimate #1466) and designated Exhibit "C" and incorporated herein as if copied in full; and**
- D. As described in the attached Statement of Work/Quotation, dated June 10, 2016 (Estimate #1481) and designated Exhibit "D" and incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in above, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall

not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

**II.**

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

**III.**

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is \$30,588.50, unless amended by a change order and approved by the Williamson County Commissioners Court.**

**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.**

**IV.**

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

<b>Type of Coverage</b>	<b>Limits of Liability</b>
a. Worker's Compensation	Statutory

- b. Employer's Liability
- |                           |                        |
|---------------------------|------------------------|
| Bodily Injury by Accident | \$500,000 Ea. Accident |
| Bodily Injury by Disease  | \$500,000 Ea. Employee |
| Bodily Injury by Disease  | \$500,000 Policy Limit |
- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury <i>(including death)</i>	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contractor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

**Entire Contract & Incorporated Documents:** This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

- A. As described in the attached Statement of Work/Quotation, dated February 22, 2016 and designated Exhibit "A" and incorporated herein as if copied in full;
- B. As described in the attached Statement of Work/Quotation, dated April 25, 2016 (Estimate #1465) and designated Exhibit "B" and incorporated herein as if copied in full;
- C. As described in the attached Statement of Work/Quotation, dated April 25, 2016 (Estimate #1466) and designated Exhibit "C" and incorporated herein as if copied in full;
- D. As described in the attached Statement of Work/Quotation, dated June 10, 2016 (Estimate #1481) and designated Exhibit "D" and incorporated herein as if copied in full; and
- E. Insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

## VI.

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

## VII.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT

THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

#### VIII.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

#### IX.

**Compliance with All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

#### X.

**Termination:** This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.

#### XI.

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

#### XII.

**Severability:** 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, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract

and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XIII.**

**Right to Audit:** Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

**XIV.**

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**XV.**

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this Contract.

**XVI.**

**No Assignment:** Service Provider may not assign this Contract.

**XVII.**

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

**WILLIAMSON COUNTY:**

**SERVICE PROVIDER:**

\_\_\_\_\_  
Authorized Signature

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

Date: \_\_\_\_\_, 2016

*Adam Heat*  
\_\_\_\_\_  
Authorized Signature

*Adam Heat*  
\_\_\_\_\_  
Printed Name

Date: *June 21*, 2016

**Exhibits "A-E"**  
**Statement of Work/Quotation(s)**

Adam Heath Construction

1122 W. White Oak Rd.  
West, Tx. 76691

# Estimate

Date	Estimate #
2/22/2016	1450

Name / Address
Williamson County Main Building Bathrooms

Project

Description	Qty	Rate	Total
Demo existing partitions, flooring, benches, lockers, accessories in mens and womens bathrooms		2,200.00	2,200.00
Install new ceramic floor tile throughout both bathrooms and entry ways includes floor prep and holes left by plumbing		11,890.00	11,890.00
Build new fur out wall for pipe chase in new mens bath, insulate, tape, float and texture		1,645.00	1,645.00
Patch and paint walls in both bathrooms, owner to decide color		1,685.00	1,685.00
Install new baked enamel partitions in both bathrooms as per plans, install 2 new benches, re-install lockers in mens and a shelf and rod in womens, install owner provided paper holders		7,480.00	7,480.00
		<b>Total</b>	\$24,900.00

Signature \_\_\_\_\_

Phone #	Fax #	E-mail
254-829-0974	254-829-1338	adamheathadam@aol.com

Adam Heath Construction

1122 W. White Oak Rd.  
West, Tx. 76691

# Estimate

Date	Estimate #
4/25/2016	1465

Name / Address
Williamson County Main maintenace building

			Project
Description	Qty	Rate	Total
Demo flooring in two hall baths, prep floors, install ceramic tile on floors and 4" file base Owner to pull and re-set toilets		1,385.00	1,385.00
<b>Total</b>			\$1,385.00

Signature \_\_\_\_\_

Phone #	Fax #	E-mail
254-829-0974	254-829-1338	adam@ahcwaco.com

Adam Heath Construction

1122 W. White Oak Rd.  
West, Tx. 76691

# Estimate

Date	Estimate #
4/25/2016	1466

Name / Address
Williamson County Conference Room Bathrooms

			Project
Description	Qty	Rate	Total
Demo tile, prep floors, install ceramic tile on floors and 4" tile base Owner to pull and re-set toilets		1,385.00	1,385.00
<b>Total</b>			<b>\$1,385.00</b>

Signature \_\_\_\_\_

Phone #	Fax #	E-mail
254-829-0974	254-829-1338	adam@ahcwaco.com

Adam Heath Construction

1122 W. White Oak Rd.  
West, Tx. 76691

# Estimate

Date	Estimate #
6/10/2016	1481

Name / Address
Wilco Bathrooms

Project

Description	Qty	Rate	Total
Install intermeczo quartz with back splash & 4" front edge		1,933.50	1,933.50
Demo lockers from Women's bathroom save for re-use, repair wall and paint		985.00	985.00
<b>Total</b>			<b>\$2,918.50</b>

Signature \_\_\_\_\_

Phone #	Fax #	E-mail
254-829-0974	254-829-1338	adam@ahcwaco.com

**Commissioners Court - Regular Session**

**19.**

**Meeting Date:** 06/28/2016

CMF Restroom Remodel - MTech Contract Amendment 1

**Submitted By:** Gina Wrehsnig, Facilities Maintenance

**Department:** Facilities Maintenance

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take any necessary action regarding First Amended Services Contract with Mtech on the Williamson County Round Rock Annex (restroom remodeling project).

**Background**

This contract amendment is for additional jackhammer work due to under-slab pipe routing and to repair all the original toilet flanges. The contractor has agreed to perform the additional work for the amount of \$3,270.00.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[CMF Restroom - MTech Amendment 1](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 06/22/2016

**Reviewed By**

Wendy Coco

**Date**

06/22/2016 04:17 PM

Started On: 06/22/2016 03:01 PM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**FIRST AMENDED  
SERVICES CONTRACT  
FOR RESTROOM REMODEL  
ROUND ROCK ANNEX  
(TX-MAS-15-03FACC01)**

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter “The County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Mtech Comfort Systems USA** (hereinafter “Service Provider”). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim,

demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

**II.**

**No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

**III.**

**No Assignment:** Service Provider may not assign this contract.

**IV.**

**Compliance with All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

**V.**

**Consideration and Compensation:** Service Provider will be compensated based on the attached Fee Proposals:

- A. January 27, 2016, which is marked as Exhibit "A" and incorporated herein as if copied in full; and
- B. May 19, 2016, which is marked as Exhibit "B" and incorporated herein as if copied in full.

**The not-to-exceed amount under this agreement is \$23,070.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** 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.

**VI.**

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	<b>Type of Coverage</b>	<b>Limits of Liability</b>
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	\$500,000 Ea. Accident
	Bodily Injury by Disease	\$500,000 Ea. Employee
	Bodily Injury by Disease	\$500,000 Policy Limit
c.	Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury <i>(including death)</i>	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

## VII.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County.

IX.

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this agreement.

X.

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

**Termination:** This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof.

XII.

**Venue and Applicable Law:** Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIII.

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

XIV.

**Severability:** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision

in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XV.**

**Right to Audit:** Service Provider agrees that The 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 Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

**XVI.**

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

WITNESS the signatures of all parties in duplicate originals this the \_\_\_\_ day of \_\_\_\_\_, 2016.

**WILLIAMSON COUNTY:**

**SERVICE PROVIDER:**

\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Authorized Signature



# Proposal

[Phone: 512.929.7090 | 1720 Royston Lane, Round Rock, TX 78664 | TACL021308C | TACL0020760C | M-18971 | TECL 29725]

**Date:** January 27, 2016

**Proposal Number:** 2016-1752

**TXMAS-15-03FAC01**

**Customer:** Williamson County

**Attention:** Dwayne Gosset

**Location:** Williamson County Central Maintenance Facility  
3151 SE Inner Loop  
Georgetown, TX

**Email:** [dgosset@wilco.org](mailto:dgosset@wilco.org)

**Phone:** 512-654-1495

**Project Name:** Restroom Remodel

**Scope of Work:**

- Mtech proposes to re-pipe the Central Maintenance Facility Restroom as per plans provided to us by customer, which consist of 6 new wall hung toilets, 3 new urinals and 5 new lavatory sinks
- We will provide all the fixtures, drain waste and vent piping (DWV) and water supply lines needed
- All DWV piping will be in schedule 40 PVC and water supply line will be in copper with pro-press fittings
- The two existing ADA toilets will be left alone but we will need to run a separate vent out roof for those toilets
- Customer to provide roof work
- Toilets and urinals will be American Standard brand with Sloan Regal flush valves
- Drop in sinks will be American Standard 4" center with Chicago faucets with bland handles
- We will have to cut up concrete floor access the main sewer drain and this price includes scanning the slab before removing the concrete
- Due to the nature of unknown issues, this price is a budget number only

**Includes:**

- Fixtures, pipe, fittings and labor

**Exclusions:**

**Overtime, permit, floor and wall repair, roof work**

**Budget Price ..... \$19,800.00 (excluding tax)**

**Prepared by:**

**Paul Wilson**

Email: paul.wilson@csusa.us

Phone: 512-680-2878



# Proposal

| Phone: 512.929.7090 | 1720 Royston Lane, Round Rock, TX 78664 | TACL021308C | TACL0020760C | M-18971 | TECL 29725 |

**Date:** May 19, 2016

**Proposal Number:** 2016-7565

**TXMAS-15-03FAC01**

**Customer:** Williamson County

**Attention:** Dwayne Gosset

**Location:** Williamson County Central Maintenance Facility  
3151 SE Inner Loop  
Georgetown, TX

**Email:** [dgosset@wilco.org](mailto:dgosset@wilco.org)

**Phone:** 512-654-1495

**Project Name:** Restroom Remodel Change Order

**Scope of Work:**

- This is a change order for the additional labor due to unforeseen jack hammering and demo due to under slab piping routing and repair of existing broken toilet flanges

**Includes:**

- Flanges, jack hammer and labor

**Exclusions:**

Overtime, permit, floor and wall repair, roof work

**Quoted Price** ..... **\$3,270.00 (excluding tax)**

**Prepared by:**

**Paul Wilson**

Email: paul.wilson@csusa.us

Phone: 512-680-2878

**Commissioners Court - Regular Session**

20.

**Meeting Date:** 06/28/2016

Round Rock Annex Roof - Kentex Supplemental Agreement 01

**Submitted By:** Gina Wrehsnig, Facilities Maintenance**Department:** Facilities Maintenance**Agenda Category:** Regular Agenda Items**Information****Agenda Item**

Discuss, consider and take appropriate action on a Supplemental Agreement No. 2 to Agreement for Construction Services by and between Williamson County and Kentex Roofing Systems, LLC to perform certain additional construction services in connection with improvements to the Williamson County Round Rock Annex Roof & Stucco Façade.

**Background**

During the course of performing services, County determined a need to add plywood support to the top sloping edge of the parapet wall along the perimeter of the building in order to cover an existing twelve (12) inch gap under the existing cap flashing. The addition of plywood constitutes additional work since it was not a part of the Scope of Work under the Agreement. The contractor has agreed to perform the additional work for the amount of \$2,400.00. The original Contract Price under the Agreement was \$139,451.00. Pursuant to a previously negotiated and approved negative Change Order dated April 8, 2016, the original Contract Price was reduced to \$136,018.00. Following the addition of the above referenced Additional Work, the total Contract Price under the Agreement shall now be adjusted to \$138,418.00.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[RR Annex Roof - Kentex Supplemental Agreement 2](#)**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 06/22/2016

**Reviewed By**

Wendy Coco

**Date**

06/22/2016 04:17 PM

Started On: 06/22/2016 03:13 PM

**SUPPLEMENTAL AGREEMENT NO. 2 TO**  
**AGREEMENT FOR CONSTRUCTION SERVICES**  
**(Williamson County Round Rock Annex**  
**Roof & Stucco Facade Improvements)**

This Supplemental Agreement No. 2 to Agreement for Construction Services (Williamson County Round Rock Annex Roof & Stucco Facade Improvements) ("Supplemental Agreement No. 2") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Kentex Roofing Systems, LLC (the "Contractor").

**RECITALS**

**WHEREAS**, the County and the Contractor previously executed an Agreement for Construction Services (Williamson County Round Rock Annex Roof & Stucco Facade Improvements) (the "Agreement"), dated effective March 24, 2016, wherein Contractor agreed to perform certain construction services in connection with improvements to the Williamson County Round Rock Annex Roof & Stucco Facade ("Project");

**WHEREAS**, during the course of performing services, County determined a need to add plywood support to the top sloping edge of the parapet wall along the perimeter of the building in order to cover an existing twelve (12) inch gap under the existing cap flashing;

**WHEREAS**, the above described addition of plywood constitutes additional work since it was not a part of the Scope of Work under the Agreement;

**WHEREAS**, Article 3 of the Agreement requires the parties to execute a contract amendment for the performance of additional work not specifically described in the Agreement's Scope of Work;

**WHEREAS**, this Supplemental Agreement No. 2 provides a description of the Additional Work that is necessary, as well as the cost to be paid to the Contractor for the additional work; and

**WHEREAS**, it has become necessary to supplement, modify and amend the Agreement in accordance with the Agreement.

**AGREEMENT**

**NOW, THEREFORE**, premises considered, the County and the Contractor agree that the Agreement is supplemented, amended and modified as follows:

**I. Scope of Additional Work**

Contractor hereby agrees to provide the following Additional Work:

Add plywood support to the top sloping edge of the parapet wall along the perimeter of the building in order to cover an existing twelve (12) inch gap under the existing cap flashing.

**II. Additional Work Compensation**

Contractor will perform the Additional Work set out above for the amount of \$2,400.00. The original Contract Price under the Agreement was \$139,451.00. Pursuant to a previously negotiated and approved negative Change Order dated April 8, 2016, the original Contract Price was reduced to \$136,018.00. Following the addition of the above referenced Additional Work, the total Contract Price under the Agreement shall now be adjusted to \$138,418.00

**III. Schedule**

Contractor will commence performance of the Additional Work immediately upon receipt of County's notice to proceed.

**IV. Terms of Agreement Control and Extent of Supplemental Agreement No. 2**

All Additional Work described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments, supplemental agreements or change orders which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

**IN WITNESS WHEREOF, the County and the Contractor have executed this Supplemental Agreement No. 2, in duplicate, to be effective as of the date of the last party's execution below.**

**Contractor:**

**Kentex Roofing Systems, LLC**

By: Matthew Woods

Printed Name: Matthew Woods

Title: Vice President

Date: June 21, 2016

**COUNTY:**

**Williamson County, Texas**

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

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

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

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



**Commissioners Court - Regular Session**

**21.**

**Meeting Date:** 06/28/2016

Jail Kitchen and Plumbing Remodel P411 - Asbestos Survey

**Submitted By:** Gina Wrehsnig, Facilities Maintenance

**Department:** Facilities Maintenance

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take any necessary action regarding Professional Services Contract with Baer Engineering and Environmental Consulting, Inc. for a limited asbestos survey at the Williamson County Jail (508 S Rock St, Georgetown, Texas) pursuant to the Professional Services Procurement Act (Tex. Gov't Code § 2254.004).

**Background**

The necessity of this limited asbestos survey is to prepare for the upcoming Jail Kitchen and Plumbing Remodel. Baer Engineering was selected from the pre-qualified list as provided by RFQ#10WCRFQ1011. They are the only company providing this specialized service. There will be a not-to exceed cost of \$4,693.91.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Baer Engineering - Abatement Agreement](#)

**Form Review**

**Inbox**

County Judge Exec Asst.  
Facilities Maintenance (Originator)  
Form Started By: Gina Wrehsnig  
Final Approval Date: 06/23/2016

**Reviewed By**

Wendy Coco  
Gina Wrehsnig

**Date**

06/21/2016 03:09 PM  
06/23/2016 08:47 AM  
Started On: 06/21/2016 07:42 AM



**PROFESSIONAL SERVICES CONTRACT**  
**Asbestos/Lead Investigation or Abatement Projects**

**THE AGREEMENT.** This Professional Services Contract (sometimes referred to as the "Agreement") is made by and between Baer Engineering & Environmental Consulting, Inc., (hereafter Baer Engineering or Baer) and Williamson County, Texas (hereinafter referred to as "Client"). The Agreement between the parties consists of this Agreement together with any attachments and exhibits mentioned herein. Together, these documents will constitute the entire agreement superseding any and all prior dealings and understandings. Any modifications of this Agreement must be mutually agreed to in writing.

**PROJECTS.** Client engages Baer Engineering to perform professional environmental consulting services for a variety of projects to be determined by Client during the term of this Agreement.

**SCOPE OF SERVICES.** A detailed "Scope of Services" document, with a cost estimate, is presented in a written proposal accompanying this Agreement herein after referred to as Exhibit "A". The Scope of Services document for each project will be differentiated by date or by a letter or number. Changes to the Scope of Services must be mutually agreed to in writing. Services not set forth in a Scope of Services document are excluded from the scope of Baer's services and Baer shall have no responsibility to perform them. If however, Client requests services beyond those detailed in Exhibit "A", the parties shall execute a separate written agreement defining the services to be rendered and the compensation that is to be paid to Baer Engineering. The said written agreement must be executed by all parties prior to Baer Engineering's performance of any services beyond those detailed in Exhibit "A". Client shall not have any obligation to pay for services beyond those detailed in Exhibit "A" unless and until a separate written agreement defining the services to be rendered and the compensation that is to be paid to Baer Engineering is executed in advance of the performance of such services.

**DEFINITIONS.** As used throughout this Agreement, certain terms should be understood to have the following meanings:

- A) "Claim" - shall mean claims that are legally enforceable and includes liabilities for all manner of losses, injuries, costs, expenses, and interest.
- B) "Construction" - shall mean not only construction, but also includes demolition and abatement.
- C) "Instruments of Service" - shall include what are commonly called "the Contract Documents," as well as any other reports, plans, specifications, and computer files prepared by Baer Engineering pursuant to its performance under this Agreement.
- D) "Law" - shall mean any type of law, including statutes, regulations, ordinances, codes, rules, case law, court orders, or administrative agency orders.
- E) "Negligent" or "Negligence" - Except where explicitly otherwise stated, in addition to its common law definition, for the purposes of brevity the term "negligence" is meant to also include intentional misconduct of Baer employees to the extent their acts are within the scope of their employment.

**COMPENSATION.** Client agrees to compensate Baer Engineering timely in the amounts and at the rates set forth in Exhibit "A".

**STANDARD OF CARE.** Baer Engineering will strive to perform the services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty or guarantee, express or implied, made in connection with the providing of these services. Client recognizes that site or building structure conditions may vary from those observed at locations where samples are collected, and that site conditions may change with time. Data, interpretations, and recommendations by Baer Engineering will be based solely on information available to Baer Engineering. Baer Engineering is responsible for its data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed, or for the accuracy of information provided by others.

**INSURANCE.** Baer Engineering represents that it maintains the following insurance coverage:

**Type/Limits**

Worker's Compensation and Employers' Liability /Statutory  
General Liability /\$1,000,000 per occurrence/\$1,000,000 aggregate  
Automobile Liability /\$1,000,000 per person/\$1,000,000 per occurrence  
Professional Liability /\$1,000,000 claims made/\$1,000,000 aggregate

If Client desires additional insurance coverage, Baer Engineering will obtain said coverage (if procurable) at Client's expense, to protect Baer Engineering and Client, upon written notice to Baer specifying the types and amounts of coverage(s) desired.

**LIMITATION OF LIABILITY.** Baer is not an insurer, and will not accept a liability that is out of proportion to the income generated by a particular project. THEREFORE, AS A FUNDAMENTAL TERM OF THIS AGREEMENT, CLIENT

AGREES THAT BAER ENGINEERING'S LIABILITY, (and that of its officers, directors, employees, agents, and subcontractors) TO CLIENT OR ANY THIRD PARTY DUE TO NEGLIGENT PROFESSIONAL ACTS, ERRORS, OR OMISSIONS OR FOR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO AN AGGREGATE OF \$50,000.00 OR THE TOTAL AMOUNT OF BAER'S CHARGES AND FEES, WHICHEVER IS GREATER. IF CLIENT PREFERS TO HAVE HIGHER LIMITS OF LIABILITY, BAER AGREES TO INCREASE THE AGGREGATE LIMIT, UP TO A MAXIMUM OF \$1,000,000.00, UPON CLIENT'S WRITTEN REQUEST AT THE TIME OF ACCEPTANCE OF BAER'S PROPOSAL, PROVIDED THAT CLIENT PAYS AN ADDITIONAL CONSIDERATION OF TWENTY PERCENT (20%) OF BAER'S TOTAL CHARGES AND FEES, OR \$2,000.00, WHICHEVER IS GREATER. IT IS AGREED AND UNDERSTOOD THAT THE ADDITIONAL CHARGE FOR THE HIGHER LIABILITY LIMIT IS BECAUSE OF THE GREATER RISK ASSUMED BY BAER AND IS NOT A CHARGE FOR ADDITIONAL LIABILITY INSURANCE. This limitation shall not apply to the extent that may be prohibited by law.

**INDEMNIFICATION.** When an indemnity is provided for in this Agreement, such indemnity shall extend not only to actual and punitive damages for the claim itself, but also the costs of defense (e.g., attorney fees and court costs) and similar costs incurred in enforcing the indemnity.

A) Baer Engineering's Indemnities

- i. **Acts of Baer.** BAER ENGINEERING AGREES TO INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST CLAIMS ARISING DIRECTLY FROM THE NEGLIGENT ACTS AND OMISSIONS OF BAER ENGINEERING IN ITS PERFORMANCE OF ITS CONTRACTUAL OBLIGATIONS, BUT ONLY TO THE EXTENT THAT BAER ENGINEERING IS RESPONSIBLE ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY. SUCH INDEMNIFICATION AND LIABILITY SHALL NOT EXTEND TO CONSEQUENTIAL DAMAGES (E.G., LOSS OF USE OR PROFITS). NOR SHALL BAER ENGINEERING INDEMNIFY CLIENT FOR DAMAGES CAUSED BY CLIENT'S OWN NEGLIGENCE, NOR FOR PUNITIVE OR EXEMPLARY DAMAGES UNLESS THEY ARE ASSESSED AGAINST BAER ENGINEERING FOR AN ACT OR OMISSION COMMITTED BY BAER ENGINEERING.
- ii. **Acts of Subconsultants.** BAER ENGINEERING AGREES TO INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST CLAIMS ARISING DIRECTLY FROM NEGLIGENT ACTS AND OMISSIONS OF SUBCONSULTANTS HIRED BY BAER TO RENDER PROFESSIONAL SERVICES UNDER THIS AGREEMENT; HOWEVER, BAER WILL NOT INDEMNIFY FOR THEIR INTENTIONAL MISCONDUCT.

B) Client's Indemnities

- I. Baer Engineering agrees and acknowledges that under the Constitution and the laws of the State of Texas, Client cannot enter into an agreement whereby Client agrees to indemnify or hold harmless any other party, including but not limited to Baer Engineering; therefore, all references of any kind to Client indemnifying, holding or saving harmless any other party, including but not limited to Baer Engineering for any reason whatsoever are hereby deemed void and deleted.
- II. **Early Termination.** If Baer Engineering for any reason does not complete all of the services contemplated by this Agreement, it is agreed that Baer will not be responsible for the accuracy, completeness, or workability of the Instruments of Service that were completed or changed by Client or another party.

**WAIVER OF CONSEQUENTIAL DAMAGES.** Neither Baer Engineering nor Client, their respective officers, directors, partners, employees contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver includes, but is not limited to, loss of use or rent, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred for any reason.

**NO WARRANTIES.** Both parties agree that no warranties are intended to be made in this Agreement, either expressed or implied. Baer Engineering shall not be required to execute any documents, no matter by whom requested, that would, in Baer's sole opinion, increase Baer's contractual or legal obligations, risks, or the cost of its professional liability insurance. This includes requests to Baer to certify, guarantee, or warrant the existence or absence of conditions that Baer is not able to ascertain. Client agrees not to make resolution of any dispute or payment of any amount due to Baer in any way contingent upon Baer's executing any additional agreement or certification.

**CONFIDENTIALITIES**

- A) Baer Engineering shall hold confidential all business or technical information specifically designated as such by Client in writing and obtained from the Client or its affiliates or generated in the performance of this Agreement. If such information is in hardcopy form, Client must stamp it with the word "Confidential." Baer Engineering shall not disclose such information without Client's consent except to the extent required for (i) the performance of this Agreement, (ii) compliance with professional standards of conduct for preservation of public safety, health, and welfare, (iii) compliance with any court order or other governmental directive, and/or (iv) protection of Baer Engineering against claims or liabilities arising from performance of this Agreement. Consultants obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.
- B) Notwithstanding the foregoing, it is agreed that Baer Engineering shall, promptly upon notice of the necessity of disclosure of information pursuant to (A)(i) through (A)(iv) above, notify the Client prior to any such disclosure. The Client may contest the requirement for or necessity of any such disclosure provided that such contest shall not subject Baer Engineering to any legal liability, claim, expense, criminal penalty, or prosecution for a crime.

- C) If Client requests Baer Engineering to report on the past or current qualifications and/or performance of others engaged or being considered for engagement directly or indirectly by the Client, and to render opinions and advice in that regard, then those about whom reports and opinions are rendered may as a consequence initiate claims of libel or slander against Baer. To help create an atmosphere in which Baer can freely and candidly communicate to Client, Client agrees, to the fullest extent permitted by law, to keep the existence and contents of such communications confidential.

**SITE ACCESS AND CONDITIONS.** If site access is required as part of the services, Client shall indicate to Baer Engineering any limits to access and shall be responsible for the accuracy of such information.

- A) Client shall grant free access to the site for all necessary equipment and personnel. Client shall notify any and all possessors of the project site, whether they be lawfully or unlawfully in possession, that Client has granted to Baer Engineering free access to the project site and Client shall secure permission (and any permits) necessary to allow Baer Engineering free access to the project site at no charge to Baer Engineering.
- B) Client understands that material sampling and the use of testing equipment, if necessary, may cause some minor property damage at the sampling or test locations and agrees that the correction of such damage is not a responsibility of Baer Engineering unless specifically included in the written scope of services.
- C) Client will make available to Baer Engineering all information regarding existing and proposed conditions at the site. The information shall include, but not be limited to, architectural and/or engineering drawings of the project, building construction materials specifications, field or laboratory tests, and written reports. Client will immediately transmit to Baer Engineering any new information that becomes available or any change in plans.

**BILLINGS AND PAYMENT.** Client's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Client 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 Client 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 Client'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, Client shall notify Baer Engineering of the discrepancy. Following Client's notification of any discrepancy as to an invoice, Baer Engineering must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Client shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Client'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 (31<sup>st</sup>) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

**RISK ALLOCATION.** Client acknowledges and accepts the risk that:

- A) Site conditions such as remodeling of structures, substitutions of construction building materials, and other conditions can vary from those encountered at the times and locations where data on them were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at Client's site;
- B) Governmental regulations relating to the environment, hazardous substances, asbestos, or other waste may change with time and may purport to require achievement of results that cannot be accomplished in an absolute sense (e.g., the construction of and entirely impermeable containment). Baer Engineering agrees to use reasonable professional efforts to comply with all laws applicable to its work that are in effect as of the date of this Agreement;
- C) Projects such as those involving abatement of asbestos and lead, may not perform as anticipated by Client, even if Baer Engineering's services are performed in accordance with the terms of this Agreement.

**LATENT HAZARDS.** Discovery of Unanticipated Hazardous or Toxic Materials.

- A) Hazardous or toxic materials may exist at the site or on portions of the site where there is no reason to believe they could or should be present. In regard to them:
- i. Baer Engineering and Client agree that the discovery of such materials where they are not anticipated constitutes a changed condition mandating a re-negotiation of the Scope of Services or termination of services. Baer Engineering and Client also agree that the discovery of unanticipated hazardous or toxic materials may make it necessary for Baer Engineering to take immediate measures to protect human health and safety and/or the environment. Client agrees to compensate Baer Engineering for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous or toxic materials.
  - ii. Baer Engineering agrees to notify Client when unanticipated hazardous or toxic materials or suspected hazardous or toxic materials are encountered. Client agrees to consult legal counsel of its own choosing to determine Client's duty to make disclosures required by law to appropriate governing agencies. Client also agrees to hold Baer Engineering harmless for any and all consequences of disclosures made by Baer Engineering that are required by law. If Client fails to disclose information to appropriate authorities, Client agrees to hold Baer Engineering harmless for any and all consequences of non-disclosure.

- iii. In the event Client does not own the project site, Client recognizes that it is Client's responsibility to inform the property owner of the discovery of unanticipated hazardous or toxic materials or suspected hazardous or toxic materials.

**OWNERSHIP AND DISPOSAL OF CONTAMINATED MATERIALS AND EQUIPMENT**

- A) Any hazardous waste, substances, or materials shall at all times be and remain Client's property. It is not part of Baer's duties under this Agreement to arrange for the disposal, treatment, or transport of hazardous waste materials. Baer will provide to Client the Texas Commission for Environmental Quality (TCEQ's) list of approved disposal contractors, and assist Client in calculating the cost of disposal with any disposal contractor(s) chosen by Client. Client understands that it has the sole responsibility to make all decisions regarding the proper manner and means of waste disposal, and agrees to secure the advice of legal counsel of Client's choice in making its decisions.
- B) Samples will be disposed of at Client's cost in a proper manner according to applicable laws governing the handling, transport, and disposal of such sampled materials sixty (60) days after submission of a report covering those samples. At all times, any and all right title, and responsibility for samples shall remain with Client; under no circumstances shall this Agreement be construed or interpreted to create any right title, interest, or responsibility for such samples by Baer Engineering. At Client's direction, samples will be returned to Client for final disposition. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- C) All laboratory and field equipment contaminated in performing the work and which cannot be reasonably decontaminated shall become the property and responsibility of Client, unless equipment is contaminated because of Baer Engineering's failure to use reasonable care. All such equipment shall be delivered to Client or disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment that cannot be reasonably decontaminated.

**DATA PROVIDED BY CLIENT OR OTHERS.** It is agreed that Baer Engineering will not be held responsible for the quality or accuracy of data, nor the acquisition or sampling programs or methods from which the data were developed, where such data is provided by or through Client or third parties to Baer Engineering and upon which Client desires Baer Engineering to rely, in whole or in part. Such data includes, but is not limited to, architectural and/or engineering drawings of the project, building construction materials specifications, reports, calculations, designs, drawings, surveys, maps, etc. If Client has provided the information, then Client agrees to assume responsibility for any liability that may result if the information is not correct.

**CONTINUITY.** Client acknowledges that it is customary for Baer Engineering to be responsible for preparing and furnishing drawings, specifications, and other documents that are to be utilized during the bidding, construction, and/or field work phases of a remediation Project: (i) to interpret, clarify, and modify the same as circumstances may dictate; (ii) to adjust the same to accommodate substitution of materials and equipment as proposed by bidders and contractor(s); (iii) to conform same with approvals of shop drawings and sample submittals; and (iv) to correct for inconsistencies or irregularities in the documents. Therefore:

- A) If Baer Engineering is not retained to provide such services during the bidding, construction, and/or field work phases of Client's Project, Baer Engineering will not be responsible for claims arising out of any interpretation, clarification, substitution acceptance, shop drawing, sample approval, or modification of construction documents. Baer shall have no responsibility for any portion of any project designed by Client's other consultants, nor shall Baer be required to check or verify other consultants' construction documents; instead, Baer shall be entitled to rely upon the accuracy and completeness thereof, as well as the fact that the documents comply with applicable law.
- B) If Baer Engineering is to be employed to provide such services, then Client warrants that it will cause the General Contractor to review any requests for information (RFIs) submitted by subcontractors prior to submission of them to Baer Engineering to ensure that such RFIs are not already clearly and unambiguously answered in the Contract Documents. It is understood that Baer Engineering will charge for time spent reviewing RFIs that are already clearly answered in the Contract Documents in accordance with its rates in Exhibit "A".

**CONSTRUCTION OBSERVATION.**

- A) The purpose of Baer Engineering's presence at the site(s) is to enable Baer to provide for Client a greater degree of assurance that the completed work of contractor(s) do in fact generally conform to the contract documents. On the other hand, it is understood that, during such visits or as a result of such field observations, monitoring, and/or testing of contractor(s)' work-in-progress, Baer will not have authority to supervise, direct, or control contractor(s)' work. Baer is there only to report to Client what Baer believes is compliance or non-compliance with the contract documents. Thus, it is agreed that Baer Engineering shall have no responsibility for the means, methods, techniques, sequences, or procedures selected by the contractor(s), for the safety precautions and programs chosen by the contractor(s) or for any failure of the contractor(s) to comply with any laws applicable to the work being performed by the contractor(s).
- B) It is understood and agreed that if Baer Engineering's basic services under this Agreement do NOT include project observation or review of Contractors' performance or any other construction phase services, that such services will be provided by Client or others hired by Client. Client therefore assumes responsibility for interpretation of the

Contract Documents and for construction observation and supervision and waives any claims against Baer Engineering that may be in any way connected thereto. If Client requests in writing that Baer Engineering provide any specific construction phase services, Client and Baer must reach a mutually agreeable contract and execute same prior to Baer Engineering's providing any such construction phase services.

**SAFETY.** Any construction review of contractor(s)' performance conducted by Baer Engineering is not intended to include review of the adequacy of the contractor(s)' safety measures in, on, or near the construction site. Client understands the contractor is solely responsible for working conditions at the job site, including the safety of all persons and property.

**OPINIONS OF COST.** Since Baer Engineering has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, Baer's estimate of the probable construction, operations, and maintenance costs are nothing more than opinions based upon Baer Engineering's judgment as an experienced and qualified professional engineer and/or consultant familiar with the construction industry. But Baer Engineering cannot and will not guarantee that actual costs will not vary from estimates of probable cost prepared by Baer. If prior to the bidding or negotiation phase Client wishes greater assurance as to costs, Client shall employ an independent cost estimator.

**DOCUMENTS.**

- A) Instruments of Service shall remain the property of Baer Engineering. Baer shall retain all common law, statutory, and other reserved rights, including the copyright thereto. Client may use such documents only in connection with the particular project for which such documents were prepared.
- B) Instruments of Service shall become the property of Client only if specifically stated in Exhibit "A". However, use by others or use for any other purpose or project, without written verification or adaptation by Baer Engineering, will be at the Client's or other's sole risk and liability. Client shall indemnify and hold Baer Engineering harmless from all claims arising out of use of Baer's documents on other projects or by third parties.
- C) Baer Engineering agrees to maintain all Instruments of Service as is or on microfilm, except for samples and specimens, for a minimum period of two years after completion of its services. When the Instruments of Service shall become the property of the Client, the Client shall specify in writing to the President of Baer Engineering if it desires to acquire possession of the Instruments of Service at any time before the end of the two year period; if so requested, Baer will furnish them to Client and will be under no further obligation to continue to maintain them.

**TERMINATION.** This Agreement may be terminated by Baer Engineering seven (7) days after giving written notice of a breach of any provision of this Agreement or in the event of substantial failure of performance by the Client, or if Client suspends performance of Baer Engineering's services for more than three (3) months. Client may terminate the Agreement upon seven (7) days advance notice for any reason. In the event of termination, Baer Engineering will be paid for services performed prior to the date of termination plus reasonable termination expenses including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

**NO WAIVER OF LIEN OR STOP NOTICE RIGHTS.** The terms and conditions of this Agreement shall not be construed to alter, waive, or affect any lien or stop notice rights that Baer Engineering may have for the performance of services under this Agreement.

**SUCCESSORS AND ASSIGNS.** By this Agreement, Client understands that it binds itself, its partners, successors, executors, administrators, and assigns.

**BANKRUPTCY.** Should Baer Engineering become bankrupt, Baer Engineering or its trustee in bankruptcy shall be paid the reasonable value of all services previously performed. In determining reasonable value under this article, the contract price shall be deemed reasonable.

**ASSIGNMENT.** Neither Client nor Baer Engineering shall assign rights or duties created under this Agreement without the written consent of the other, except that Baer may employ the services of subconsultants when, in its sole opinion, it is necessary, customary, and/or appropriate to do so. Such subconsultants include, but are not limited to, surveyors, specialized consultants, drillers, and testing laboratories. The Client shall not unreasonably restrict Baer's use of other subconsultants for additional purposes.

**ALTERATIONS.** No term of this Agreement is to be altered unless done in writing and signed by the parties.

**FORCE MAJEURE.** Neither party shall be held responsible for damages or considered to be in default nor breach of this Agreement or by reason of delays in performance caused by strikes, lockouts, accidents, Acts of God, inclement weather and other unavoidable delays beyond Baer Engineering's reasonable control. Furthermore, Baer Engineering shall not be liable for delays in performing its obligations hereunder that are caused by Client or Client's agents (e.g., furnishing information promptly), shortages or unavailability of labor at established wage rates, other contractors, and/or government agencies. In the case of this happening, the time of completion shall be extended accordingly, but if Baer Engineering experiences increased costs due to such delays, then upon written notice to Client setting forth the specific items of increased cost and the amounts thereof, Client shall pay such additional amount(s) or else Baer Engineering, at its option, may terminate this Agreement.

**COOPERATION.**

- A) Client agrees to fully cooperate with Baer Engineering for the purposes of performing its obligations under this Agreement.

- B) Baer Engineering agrees to assist Client in applying for permits and approvals that are typically required by law for projects similar to the one(s) for which Client has hired Baer Engineering. This assistance shall consist of completing and submitting forms on the results of certain work (if said work is included in the Scope of Services). However, this assistance does not include special studies, special research, special testing, or special documentation not normally required for the type of project contemplated. Furthermore, Baer's assistance shall not include attendance at meetings with Client, contractors, or public authorities unless specifically stated in the Scope of Services. If time spent in such meetings exceeds anticipated effort included in the Scope of Services, then Client agrees to compensate Baer for same at the rates specified in Exhibit "A".

**CORPORATE LIABILITY.** It is understood and agreed by the parties that Baer Engineering is a Texas corporation, and it has contracted to perform services in the Agreement as a corporation and not as individuals. Therefore, Client agrees to make no claim, demand, or suit directed against individual employees, agents, and officers of Baer Engineering for their acts done as employees, agents, or officers.

**DISPUTE RESOLUTION**

- A) **Certification of Negligence.** Client agrees to make no claim for negligence against Baer unless Client has first provided Baer Engineering with a written certification of an independent engineer currently practicing in the same discipline as Baer Engineering and who is licensed by the State of Texas. This certification shall:
  - i. contain the name and license number of the certifier;
  - ii. specify each and every act or omission that the certifier contends is a violation of the standard of care that is applicable to a design professional performing services under similar circumstances;
  - iii. state in detail the basis for the certifier's opinion(s) that each alleged act or omission constitutes a violation of the applicable standard of care; and
  - iv. be presented to Baer Engineering at least 30 days prior to the presentation of any claim for dispute resolution or litigation.
- B) **ADR.** Except as provided herein, all claims, disputes, and other matters in controversy solely between Baer Engineering and Client arising out of or in any way related to this Agreement shall be submitted to "alternative dispute resolution" (ADR) before and as a condition precedent to other remedies provided by law. If no specific ADR procedure is agreed to by the parties, then both parties must submit their claims and/or defenses to mediation before they can be plead in a lawsuit.
- C) **Exceptions.** If a dispute involves: (i) claims for indemnity against claims brought by third parties, and/or (ii) Baer Engineering's claims for sums due and owing to Baer Engineering for services rendered and costs incurred, Baer Engineering, at its option, may proceed directly to enforce its remedies at law, including, but not limited to, an action to foreclose mechanic's liens, a suit on sworn account, or such other proceedings or process deemed necessary to enforce its rights to payment.
- D) **Venue.** Any action arising under this Agreement shall be brought and tried in Williamson County, Texas. The parties agree that the prevailing party shall be entitled to attorneys' fees and costs.

**County's Right to Audit.** Baer Engineering 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 Baer Engineering which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Baer Engineering agrees that Client shall have access during normal working hours to all necessary Baer Engineering facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Client shall give Baer Engineering reasonable advance notice of intended audits.

**NOTICES.** Any notices required or permitted to be sent shall be considered served on a party if hand delivered, sent by telegram or certified mail, or sent by facsimile to the addresses and numbers that appear in the Project Representatives provision below or such other addresses as the parties may have designated pursuant to that paragraph.

**GOVERNING LAW AND SURVIVAL**

- A) The law applicable to any adjudication of disputes arising hereunder shall be the law of the State of Texas.
- B) If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. It is agreed that limitations of liability and indemnities shall survive termination of this Agreement.

**PROJECT REPRESENTATIVES.** Client shall designate representatives who are authorized to accept notices from Baer and make decisions on Client's behalf when requested by Baer Engineering. Client lists the following representatives as persons who are authorized to make decisions regarding work on the project(s) that Baer is working on under this Agreement. Client agrees not to delay in making decisions that Baer has requested, and represents that the following people, listed in order of priority, will be available on an on-call basis:

<b>Project Name (Project):</b> Limited Asbestos Investigation - Williamson County Jail <b>Project Location (Site):</b> 306 W. 4 <sup>th</sup> Street, Georgetown, TX 78626	
<u>CLIENT INFORMATION</u>	<u>BAER ENGINEERING INFORMATION</u>
<b>Project ID:</b>	<b>Project Number:</b> 161027.01
<b>Name:</b> Williamson County Facilities and Maintenance Dept. <b>Address:</b> 3101S.E. Inner Loop <i>City, State, Zip:</i> Georgetown, TX 78628	Baer Engineering and Environmental Consulting, Inc. 7756 Northcross Drive, Suite 211 Austin, Texas 78757
<b>Telephone:</b> <b>FAX:</b>	512.453.3733 Toll Free 800.926.9242 Fax 512.453.3316 www.baereng.com
<u>PROJECT REPRESENTATIVES CONTACT INFORMATION</u>	
<b>Project Principal:</b>	<b>Project Principal:</b> Therese Baer, PE – <a href="mailto:tbaer@baereng.com">tbaer@baereng.com</a>
<b>Project Manager:</b> Mr. Dale Butler  <a href="mailto:dbutler@wilco.org">dbutler@wilco.org</a>	<b>Project Manager:</b> John Klingler – <a href="mailto:jklingler@baereng.com">jklingler@baereng.com</a>

The parties agree to send written notice if any of the contact information above changes.

Wherefore, in solemn acknowledgment of the terms of this Agreement, we do sign our names on this

\_\_\_\_\_ day of \_\_\_\_\_, 2016.

**Client or Authorized Representative:**

\_\_\_\_\_

Title: County Judge

**Baer Engineering:**

*Therese M. Baer, P.E.*

Title: President



**Exhibit "A"**

**May 20, 2016**

**Williamson County  
Facilities Maintenance Department  
3101 S.E. Inner Loop  
Georgetown, Texas 78626**

Sent via electronic mail to [dbutler@wilco.org](mailto:dbutler@wilco.org)

**Attention: Mr. Dale Butler**

**Reference: PROPOSAL FOR LIMITED ASBESTOS INVESTIGATION**  
Williamson County Jail  
306 W. 4<sup>th</sup> Street, Georgetown, TX 78626  
**Baer Engineering Document No. 161027-5.011, Exhibit "A"**

Dear Mr. Butler:

Baer Engineering and Environmental Consulting, Inc. (Baer Engineering) is pleased to submit this proposal to provide a limited asbestos investigation at the Williamson County Jail located at 306 W. 4<sup>th</sup> Street, Georgetown, Texas (Site). The survey will include the kitchen area, and 16 pipe chases throughout the North Jail and Vehicle Sally Port. This proposal is based on information provided by you, our Site visit on May 19, 2016, and our experience with similar projects.

**PROJECT INFORMATION**

It is our understanding that renovations are planned at the Site that could potentially disturb asbestos-containing materials (ACMs). The Texas Asbestos Health Protection Rules (TAHPR) require that ACMs be identified, and abated, prior to activities that could potentially disturb them.

Baer Engineering was asked to:

- Perform an investigation to identify and sample suspect ACMs;
- Prepare a report of the ACM investigation; and
- Prepare asbestos abatement specifications if asbestos is found to be present.

**SCOPE OF SERVICES**

**Asbestos Investigation**

Baer Engineering will perform the ACM sampling in accordance with the TAHPR. The TAHPR detail specific requirements for materials sampling, laboratory analysis, and survey documentation. A Baer Engineering Asbestos Inspector (AI), licensed by the Texas Department of State Health Services (DSHS), will conduct the ACM investigation.

The AI will identify potential ACMs and collect samples of these materials in accordance with the TAHPR. Minor damage will be incurred to accomplish the materials sampling. We will attempt to minimize such damage, but repair of said damage is not included in our proposal.

Baer Engineering will send the samples to a DSHS-licensed laboratory to be analyzed for the presence of asbestos using Polarized Light Microscopy (PLM) in accordance with the United States Environmental Protection Agency's (EPA) "Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116, July 1993).

Upon receipt of the final analytical reports, we will provide a written report documenting the investigation findings. The general format of the report will present background information, purpose and scope, procedures, findings, and recommendations. The report will include the following information:

- A list of homogeneous materials sampled for asbestos and the sample locations;
- A list of material samples obtained with identification of samples that were found to contain asbestos;
- Quantity estimates of each homogeneous area of ACM identified; and
- Photographs of each homogenous material found to contain asbestos.

**Asbestos Abatement Specifications**

Asbestos abatement specifications will be prepared by a DSHS-licensed Asbestos Consultant. The specifications will comply with the TAHPR and include applicable standards for performance of the work, including requirements for reduced air pressure containments, wet removal methods, personal protective equipment, and waste disposal.

**FEE AND SCHEDULE INFORMATION**

Baer Engineering will invoice the above-described scope of services based on the time required and expenses incurred in accordance with the attached Schedule of Fees and in accordance with the terms of the Professional Services Contract. The following is an itemization of the not-to-exceed amount for the services and expenses:

Item	Personnel	Hours/Miles Samples	Rate	Cost
<b>Task 1 – Asbestos Investigation</b>				
Project Management	Project Manager	1	\$130.10	\$130.10
Administration	Administrative Asst.	1	\$70.74	\$70.74
Field Work	Asbestos Inspector	6	\$100.86	\$605.16
Data Tabulation and Formatting	Administrative Asst.	4	\$70.74	\$282.96
Reporting	Asbestos Inspector	4	\$100.86	\$403.44
CAD Work	CAD Operator	4	\$87.97	\$351.88
Quality Control – Technical	Asbestos Inspector	1	\$100.86	\$100.86
Quality Control – Final	Project Manager	0.5	\$130.10	\$65.05
<b>Labor Sub-Total</b>				<b>\$2,010.19</b>
Laboratory fees	Omni Environmental	162	\$10.00	\$1,620.00
<b>Expenses Sub-Total</b>				<b>\$1,620.00</b>
<b>Task 1 – Asbestos Investigation Total</b>				<b>\$3,630.19</b>
<b>Task 2 – Prepare Abatement Specifications (If needed)</b>				
Prepare Specifications	Asbestos Consultant	6	\$130.10	\$780.60
CADD	CADD Operator	1	\$87.97	\$87.97
QC – Technical	Project Scientist	1	\$130.10	\$130.10
QC – Final	Project Manager	0.5	\$130.10	\$65.05
<b>Task 2 – Prepare Asbestos Specifications Total</b>				<b>\$1,063.72</b>

Item	Personnel	Hours/Miles Samples	Rate	Cost
<b>Not-to-Exceed Project Total</b>				<b>\$4,693.91</b>

Our service fee includes time and expenses for one AI to perform the asbestos services during normal workday hours (Monday through Friday, 7:00 A.M. – 5:00 P.M.), without access delays, and the collection of up to 162 bulk asbestos samples. Additional samples, if required, will be billed at \$10.00 per sample. Samples will be analyzed using normal turnaround time (TAT), which is 3-5 working days. Expedited TAT can be requested for an additional fee. Baer Engineering will provide a proposal for expedited TAT, upon request. An electronic copy of our report will be furnished within 5 working days of receipt of the analytical results. We can begin these services within 5 working days of receipt of a notice to proceed from Williamson County.

All expenses must comply with and be paid in accordance with both the terms set forth in the Agreement and the Williamson County Vendor Reimbursement Policy, which is attached as Exhibit "B" of the Agreement.

Requests for additional services, beyond the scope of services presented in this proposal, will be based on the time required and expenses incurred in accordance with the attached schedule of fees. Actual time and expenses may vary by line item from the breakdown shown above, but we will not perform additional services or exceed the proposed fee total without your prior written authorization.

### **QUALIFICATIONS**

This investigation is limited to the kitchen area and 16 pipe chases as specified during the Site walk performed on May 19, 2016. Baer Engineering will check the East wall of the kitchen for vermiculite fill.

Baer Engineering will observe existing conditions using generally accepted procedures. Concealed materials existing inside walls and other building cavities as well as behind interior and exterior finishes or under large furniture, floor coverings, wall coverings, pavements, or the like, may not be detected if there are no visible indications that such materials are present. Baer Engineering will attempt to locate hidden materials based upon the inspector's professional judgment of where such materials may likely exist; however, please be aware that it may not be possible to identify all concealed materials. Additional sampling may be necessary if renovations uncover concealed suspect materials.

The analysis of the samples with respect to the presence and amount of asbestos, if any, is limited to that for the discrete area and quantity of material sampled at that particular location. Different analytical results may be obtained at adjacent areas because of lateral variations in the material type and consistency.

This proposal assumes reasonable and timely access to all areas. This proposal does not cover the cost for Baer Engineering to arrange abatement services.

### **AUTHORIZATION**

Please authorize us to proceed with these services by issuing a notice to proceed to Baer Engineering. Our services and confidential reports will be prepared on behalf of and for the exclusive use of Williamson County and its agents.

We look forward to working with you on this project. Please contact us if you have questions concerning these services or require adjustments to our approach or schedule.

Sincerely,  
**Baer Engineering and Environmental Consulting, Inc.**



John Klingler  
Industrial Hygiene Services Line Manager

Attachments: Baer Preferred Schedule of Fees



**Baer Engineering and Environmental Consulting, Inc.**

<b>Personnel</b>	<b>Rate</b>
<b>Principal</b> Engineer, Geologist, Archaeologist, Scientist, Consultant	\$159.68
<b>Senior</b> Engineer, Geologist, Biologist, Archaeologist, Scientist, Project Manager, LEED AP, Asbestos Consultant, Lead Project Designer, Mold Assessment Consultant	\$146.86
<b>Project</b> Engineer, Geologist, Biologist, Archaeologist, Scientist, Project Manager, Asbestos Consultant, Lead Project Designer, Mold Assessment Consultant	\$130.10
<b>Staff</b> Engineer, Geologist, Biologist, Archaeologist, Scientist, Asbestos Project Manager/Air Monitoring Technician, Technician	\$ 95.22
<b>Field</b> Engineer, Geologist, Biologist, Archaeologist, Scientist, Asbestos/Lead Inspector, Technician	\$100.86
Field Assistant	\$ 75.00
Archaeological Technician	\$ 70.00
Project Administrator	\$ 70.74
Certified Industrial Hygienist	\$159.68
CAD Operator, GIS, Information Technology	\$ 87.97
Administrative Assistant	\$ 60.00

Charges will be made at the rates listed above for time spent in project management, consultation or meetings related to the project, conducting field surveys, sampling, evaluations, review and analysis of field and laboratory data, report preparation and review, design, travel time, etc.

Time spent on projects in litigations, in depositions, and providing expert testimony will be charged at the standard rate times: 1.5

Technician and Support Personnel time for work over 8 hours per day and on holidays, Saturday and Sunday will be charged at the standard rate times: 1.5

**EXPENSES**

See "Exhibit B" - Williamson County Vendor Reimbursement Policy.



**EQUIPMENT RATES**

Ford E150	\$150/day
Mercury Mariner	\$100/day
Garmin GPS	\$ 50/day
Niton Lead Surveyor	\$325/day
Fluke Thermal Imager	\$350/day
MultiRAE-Plus Meter (LEL, O2, PID)	\$100/day
Borescope	\$ 50/day
Delmhorst Moisture Meter	\$ 50/day
TSI Q-Trak IAQ Meter	\$ 50/day
Infocus Projector	\$ 50/day
Camera	\$ 25/day
iPad	\$ 40/day
Laptop Computer	\$ 25/day
Microscope	\$ 25/day
Smoke Generator	\$ 25/day
Low Volume Pump	\$ 10/day
Personal Sampling Pump	\$ 10/day
IR Thermometer	\$ 10/day
Range Finder	\$ 10/day
Measuring Wheel	\$ 10/day
Soil Auger	\$ 10/day
Interface Probe	\$ 10/day
Ladder	\$ 10/day

*Minimum charge: ½ of full day rate*



**Baer Engineering**  
*and Environmental Consulting, Inc.*

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**Exhibit "B"**

**Baer Engineering and Environmental Consulting, Inc.**

7756 Northcross Drive, Suite 211  Austin, Texas, U.S.A. 78757

Telephone: (512) 453-3733  [www.BaerEng.com](http://www.BaerEng.com)  Fax: (512) 453-3316

## Exhibit "B"

# Williamson County Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

### **1. Invoices and Affidavits**

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

### **2. Travel Reimbursement**

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

### **3. Meals**

- 3.1 Meal reimbursements are limited to a maximum of \$40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.

- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

#### **4. Lodging**

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

#### **5. Airfare**

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

#### **6. Car Rental**

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

#### **7. Personal Car Usage**

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
  - 7.2.1.1 Date
  - 7.2.1.2 Destination
  - 7.2.1.3 Purpose
  - 7.2.1.4 Name of traveler(s)
  - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses, as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

## **8. Other Expenses**

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

## **9. Repayment of Nonreimbursable Expense.**

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

## **10. Non-Reimbursable Expenses**

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service
- 10.5 Movie rentals
- 10.6 Damage to personal clothing
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to air, hotel and/or car rental
- 10.13 Auto repairs
- 10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
- 10.15 Saunas, massages or exercise facilities
- 10.16 Credit card delinquency fees
- 10.17 Doctor bills, prescription and other medical services
- 10.18 Hand tools
- 10.19 Safety Equipment (hard hats, safety vests, etc.)
- 10.20 Office supplies
- 10.21 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

**Commissioners Court - Regular Session**

**22.**

**Meeting Date:** 06/28/2016

Discuss consider and take appropriate action on Dedication Deeds from Bryan Farney and Norman Ashby for Farney Stub Right of Way - Pct 3

**Submitted By:** Patrick Hughes, Unified Road System

**Department:** Unified Road System

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Dedication Deeds from Bryan Farney and Norman Ashby for Highland Pass Road (aka "Farney Stub") Right of Way - Pct 3.

**Background**

These right-of-way dedications are for a 60-foot wide by approximately 300-foot long section of collector level roadway for a segment of Highland Pass Road (commonly referred to as the "Farney Stub"), that extends west from the end of Highland Spring Lane. A letter of credit in the amount of \$140,000 has been posted with Williamson County as surety for the construction of this 300-foot segment of road.

**Fiscal Impact**

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

**Attachments**

[Donation Deed \(Bryan Farney 0.347 Acre\)](#)

[Donation Deed \(Norm Ashby 0.028 Acre\)](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 06/23/2016

**Reviewed By**

Wendy Coco

**Date**

06/23/2016 09:51 AM

Started On: 06/23/2016 09:05 AM

**DONATION DEED**

County Road \_\_\_\_ 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 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 BRYAN FARNEY, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) or 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 Donate and by these presents do Donate, Grant, Bargain, and Convey unto WILLIAMSON COUNTY, TEXAS, all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.347 acre tract of land in the C. Joyner Survey, Abstract No. 820, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein.

**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;

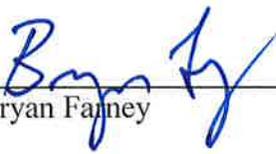
Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the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

**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.

**IN WITNESS WHEREOF**, this instrument is executed on this the 17<sup>th</sup> day of June, 2016.

*[signature page follows]*

**GRANTOR:**

  
\_\_\_\_\_  
Bryan Farney

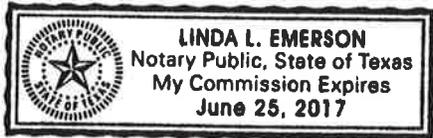
**ACKNOWLEDGMENT**

STATE OF TEXAS

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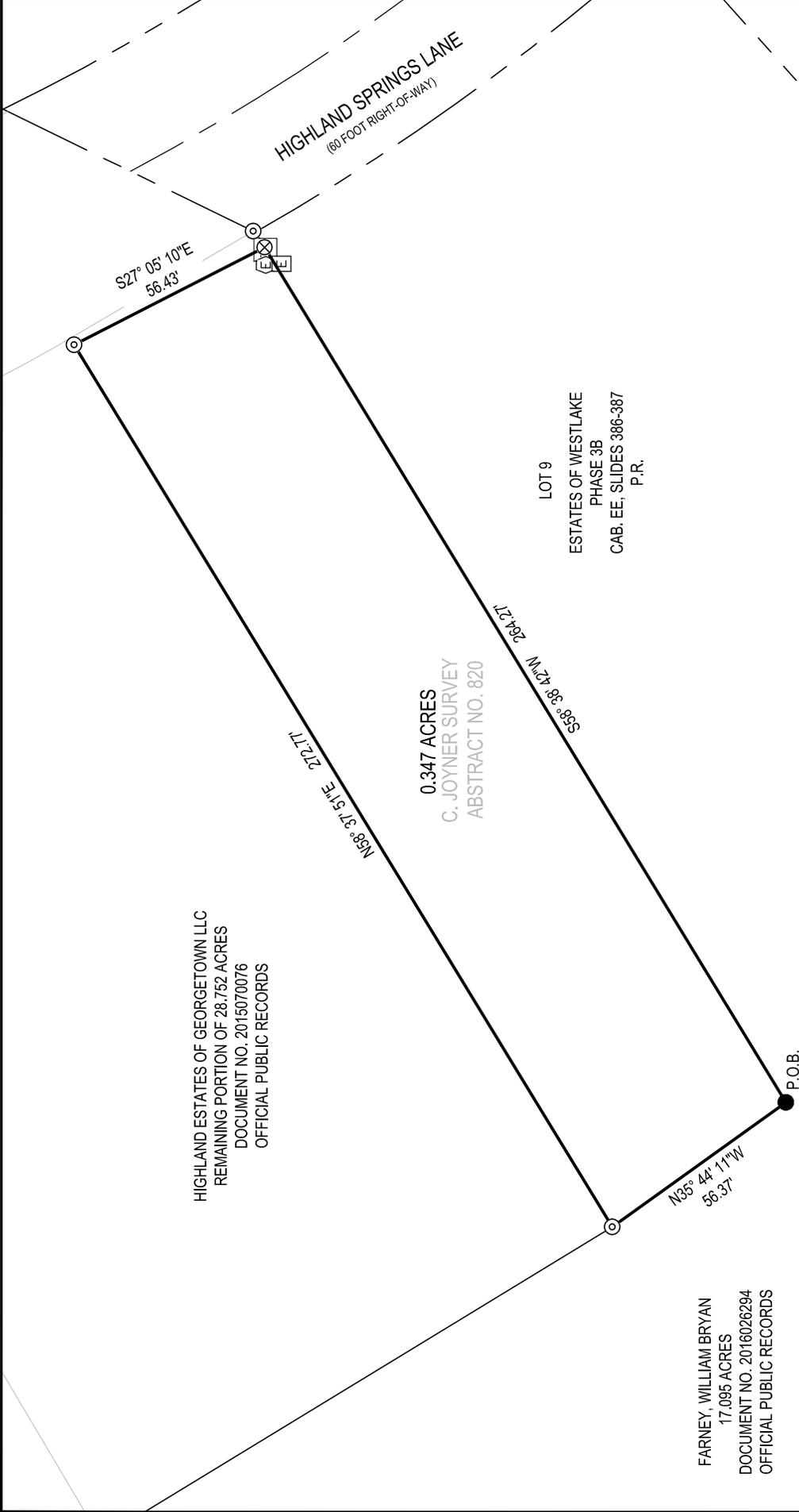
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 17<sup>th</sup> day of June, 2016 by Bryan Farney for the purposes and consideration recited therein.



  
\_\_\_\_\_  
Notary Public, State of Texas





HIGHLAND ESTATES OF GEORGETOWN LLC  
 REMAINING PORTION OF 28.752 ACRES  
 DOCUMENT NO. 2015070076  
 OFFICIAL PUBLIC RECORDS

0.347 ACRES  
 C. JOYNER SURVEY  
 ABSTRACT NO. 820

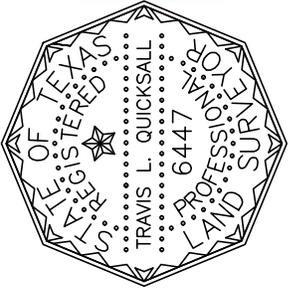
LOT 9  
 ESTATES OF WESTLAKE  
 PHASE 3B  
 CAB. EE, SLIDES 386-387  
 P.R.

FARNEY, WILLIAM BRYAN  
 17.095 ACRES  
 DOCUMENT NO. 2016026294  
 OFFICIAL PUBLIC RECORDS

SURVEY SHOWING A 0.347 ACRE TRACT OF LAND LOCATED IN THE C. JOYNER SURVEY,  
 ABSTRACT NO. 820, WILLIAMSON COUNTY, TEXAS, SAID 0.347 ACRE TRACT BEING A  
 PORTION OF THAT CERTAIN 17.095 ACRE TRACT RECORDED IN DOCUMENT NO.  
 2016026294, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT  
 TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT CORRECTLY  
 REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

TRAVIS L. QUICKSALL  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 TEXAS REGISTRATION NO. 6447  
 JOB NO. 14-42414  
 DATE: MAY 27, 2016



**LEGEND**

- P.O.B.
- ⊙ POINT OF BEGINNING
- ⊗ FOUND 1/2" IRON ROD
- FOUND 1/2" IRON WITH A RED "MATKIN HOOVER" CAP
- ⊠ CALCULATED POINT LOCATED IN A TRANSMISSION BOX
- SET 1/2" IRON ROD WITH A BLUD "QUICK INC RPLS 6447" PLASTIC CAP
- ⊠ ELECTRIC TRANSFORMER
- ⊠ ELECTRIC BOX
- ⊠ ELECTRIC METER

- NOTES:**
- 1) FIELD WORK PERFORMED ON: MARCH 2016
  - 2) BASIS OF BEARING: TEXAS STATE PLANE, CENTRAL ZONE, NAD83
  - 3) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON, THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE
  - 4) ORIGINAL SURVEY LINES SHOWN ARE APPROXIMATE, NO ATTEMPT HAS BEEN MADE TO LOCATE ORIGINAL SURVEY LINES.
  - 5) A METES AND BOUNDS DESCRIPTION WAS PREPARED BY A SEPARATE DOCUMENT.

**QUICK INC.**  
 LAND SURVEYING

FORM NUMBER: 10164104  
 OFFICE: 2305 SHELL ROAD, SUITE 100, GEORGETOWN, TX 78638, PHONE: 512-915-0650  
 MAILING ADDRESS: 4500 WILLIAMS DR, SUITE 212, BOX 228, GEORGETOWN, TX 78633

# QUICK INC.

## LAND SURVEYING

3305 SHELL ROAD, SUITE 100, GEORGETOWN, TEXAS 78633

PHONE: 512-915-4950

### FIELD NOTES FOR A 0.347 ACRE TRACT OF LAND:

BEING A 0.347 ACRE TRACT OF LAND LOCATED IN THE C. JOYNER SURVEY, ABSTRACT NO. 820, WILLIAMSON COUNTY, TEXAS, SAID 0.347 ACRE TRACT BEING A PORTION OF THAT CERTAIN 17.095 ACRE TRACT RECORDED IN DOCUMENT NO. 2016026294, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID **0.347 ACRE TRACT** BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 1/2" iron rod found at the west corner of Lot 9, Estates of Westlake Phase 3B, recorded in Cabinet EE, Slides 386-387, Plat Records, Williamson County, Texas, said point being an interior corner of said 17.095 acre tract and being the southwest corner of the herein described tract;

1. **Thence**, severing said 17.095 acre tract, **N 35° 44' 11" W**, a distance of **56.37'** to a 1/2" iron rod with a red "MATKIN HOOVER" plastic cap located at a common corner of said 17.095 acre tract and a called 28.752 acre tract recorded in Document No. 2015070076, Official Public Records, Williamson County, Texas;

Thence, following the common lines of said 17.095 acre tract and said 28.752 acre tract the following two (2) courses and distances:

2. **N 58° 37' 51" E**, a distance of **272.77'** to a 1/2" iron rod found with a red "MATKIN HOOVER" plastic cap located for the north corner of the herein described tract;
3. **S 27° 05' 10" E**, a distance of **56.43'** to a calculated point located in the northwest line of said Lot 9, Estates of Westlake Phase 3B, said point being an exterior corner of said 28.752 acre tract, the east corner of said 17.095 acre tract and being the east corner of the herein described tract;
4. **Thence**, with the northwest line of said Lot 9, Estates of Westlake Phase 3B, the a southeast line of said 17.095 acre tract, **S 58° 38' 42" W**, a distance of **264.27'** to the **POINT OF BEGINNING** containing **0.347 acres** of land.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid.



Travis L. Quicksall Date: 05/27/2016

RPLS #6447

Job #14-4241.4 0.347 Acres

**DONATION DEED**

County Road \_\_\_\_\_ Right of Way

**THE STATE OF TEXAS**

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**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 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 HIGHLAND ESTATES OF GEORGETOWN, LLC, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) or 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 Donate and by these presents do Donate, Grant, Bargain, and Convey unto WILLIAMSON COUNTY, TEXAS, all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.028 acre tract of land in the C. Joyner Survey, Abstract No. 820, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein.

**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.

**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.

**IN WITNESS WHEREOF**, this instrument is executed on this the 17 day of June, 2016.

*[signature page follows]*

**GRANTOR:**

**HIGHLAND ESTATES OF GEORGETOWN, LLC,  
a Texas limited liability company**

By: Norman Ashby  
Norman Ashby, Manager

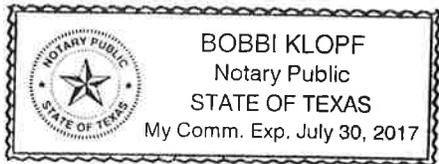
**ACKNOWLEDGMENT**

STATE OF TEXAS

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COUNTY OF Williamson

This instrument was acknowledged before me on this the 17 day of June, 2016 by **Norman Ashby as Manager of HIGHLAND ESTATES OF GEORGETOWN, LLC, a Texas limited liability company**, in the capacity and for the purposes and consideration recited therein.



Bobbi Klopff  
Notary Public, State of Texas





SCALE: 1" = 40'

HIGHLAND ESTATES OF GEORGETOWN LLC  
 REMAINING PORTION OF 28.752 ACRES  
 DOCUMENT NO. 2015070076  
 OFFICIAL PUBLIC RECORDS

C. JOYNER SURVEY  
 ABSTRACT NO. 820

0.028 ACRES

N58° 38' 42"E 274.88'  
 S58° 37' 51"W 272.71'

N31° 22' 09"W 3.79'

FARNEY, WILLIAM BRYAN  
 DOCUMENT NO. 2016026294  
 OFFICIAL PUBLIC RECORDS

LOT 9  
 ESTATES OF WESTLAKE  
 PHASE 3B  
 CAB. EE, SLIDES 386-387  
 P.R.

LINE	BEARING	DISTANCE
L1	S58° 38' 42"W	4.68'
L2	N27° 05' 10"W	56.43'
L3	S30° 17' 22"E	59.68'
L4	S26° 01' 06"W	0.61'

HIGHLAND SPRINGS LANE  
 (60 FOOT RIGHT-OF-WAY)



L2  
 L3  
 L4

**SURVEY SHOWING A 0.028 ACRE TRACT OF LAND LOCATED IN THE C. JOYNER SURVEY, ABSTRACT NO. 820, WILLIAMSON COUNTY, TEXAS, SAID 0.028 ACRE TRACT BEING A PORTION OF THAT CERTAIN 28.752 ACRE TRACT RECORDED IN DOCUMENT NO. 2015070076, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.**



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

TRAVIS L. QUICKSALL  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 TEXAS REGISTRATION NO. 6447  
 JOB NO. 14-4241.3

- LEGEND**
- P.O.B. POINT OF BEGINNING
  - ⊙ FOUND 1/2" IRON ROD
  - ⊗ FOUND 1/2" IRON ROD WITH A RED "MATKIN HOOVER" CAP
  - CALCULATED POINT
  - TR SET 1/2" IRON ROD WITH A BLUD "QUICK INC RPLS 6447" PLASTIC CAP
  - E ELECTRIC TRANSFORMER
  - E ELECTRIC BOX
  - E ELECTRIC METER

- NOTES:**
- 1) FIELD WORK PERFORMED ON: MARCH 2016
  - 2) BASIS OF BEARING: TEXAS STATE PLANE, CENTRAL ZONE, NAD83
  - 3) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
  - 4) ORIGINAL SURVEY LINES SHOWN ARE APPROXIMATE. NO ATTEMPT HAS BEEN MADE TO LOCATE ORIGINAL SURVEY LINES.
  - 5) A METES AND BOUNDS DESCRIPTION WAS PREPARED BY A SEPARATE DOCUMENT 4) ONLY APPARENT UTILITIES WERE LOCATED. NO ATTEMPT HAS BEEN MADE AS PART OF THIS SURVEY TO SHOW THE EXISTENCE, SIZE, DEPTH, CONDITION, OR LOCATION OF ANY UNDERGROUND UTILITY. FOR INFORMATION REGARDING UNDERGROUND UTILITIES PLEASE CONTACT THE APPROPRIATE AGENCY.

QUICK INC.  
 LAND SURVEYING

FORM NUMBER: 10/04/104  
 OFFICE: 2305 SHELL ROAD, SUITE 100, GEORGETOWN, TX 78638. PHONE: 612.915.0650  
 MAILING ADDRESS: 4500 WILLIAMS DR. SUITE 212, BOX 228, GEORGETOWN, TX 78633

# QUICK INC.

## LAND SURVEYING

3305 SHELL ROAD, SUITE 100, GEORGETOWN, TEXAS 78633

PHONE: 512-915-4950

### FIELD NOTES FOR A 0.028 ACRE TRACT OF LAND:

BEING A 0.028 ACRE TRACT OF LAND LOCATED IN THE C. JOYNER SURVEY, ABSTRACT NO. 820, WILLIAMSON COUNTY, TEXAS, SAID 0.028 ACRE TRACT BEING A PORTION OF THAT CERTAIN 28.752 ACRE TRACT RECORDED IN DOCUMENT NO. 2015070076, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID **0.028 ACRE TRACT** BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 1/2" iron rod found in the west right-of-way line of Highland Springs Lane, said point being the north corner of Lot 9, Estates of Westlake Phase 3B, recorded in Cabinet EE, Slides 386-387, Plat Records, Williamson County, Texas, a southeast corner of said 28.752 acre tract and being a southeast corner of the herein described tract;

1. **Thence**, with a southeast line of said 28.752 acre tract, the northwest line of said Lot 9, Estates of Westlake Phase 3B, **S 58° 38' 42" W**, a distance of **4.68'** to a calculated point located in a transmission pad for a southwest corner of the herein described tract;

Thence, departing the northwest line of said Lot 9 and following multiple southern lines of said 28.752 acre tract the following three (3) courses and distances:

2. **N 27° 05' 10" W**, a distance of **56.43'** to a 1/2" iron rod found with a red "MATKIN HOOVER" plastic cap located for an interior corner of the herein described tract;
3. **S 58° 37' 51" W**, a distance of **272.77'** to a 1/2" iron rod found with a red "MATKIN HOOVER" plastic cap located for an exterior corner of the herein described tract;
4. **N 31° 22' 09" W**, a distance of **3.79'** to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap for the western most corner of the herein described tract;

Thence, severing said 28.752 acre tract the following two (2) courses and distances:

5. **N 58° 38' 42" E**, a distance of **274.88'** to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap for the northeast corner of the herein described tract;
6. **S 30° 17' 22" E**, a distance of **59.68'** to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap located in the northwest right-of-way end line of Highland Springs Lane recorded in said Estates of Westlake Phase 3B plat;
7. **Thence**, with the northwest right-of-way end line of said Highland Springs Lane, **S 26° 01' 06" W**, a distance of **0.61'** to the **POINT OF BEGINNING** containing **0.028 acres** of land.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid.



  
Travis L. Quicksall Date: 05/27/2016  
RPLS #6447  
Job #14-4241.3 0.028Acres

**Commissioners Court - Regular Session**

**23.**

**Meeting Date:** 06/28/2016

CR 110 South- Real Estate Contract

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a Real Estate Contract with Nelson Homestead Family Partnership, LTD., a Texas limited partnership for ROW needed on CR110 South. (PARCEL 38S)

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Nelson Contract

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/23/2016

**Reviewed By**

Wendy Coco

**Date**

06/23/2016 11:09 AM

Started On: 06/23/2016 11:06 AM

**REAL ESTATE CONTRACT**  
CR 110 Right of Way—Parcel 38S

THIS REAL ESTATE CONTRACT (“Contract”) is made by NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., a Texas limited partnership (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 0.080 acre (approximately 3,463 Sq. Ft.) tract of land in the W. Donaho, Jr. Survey, Abstract No. 173, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 38S, Part 1**); and

All of that certain 0.144 acre (approximately 6,275 Sq. Ft.) tract of land in the W. Donaho, Jr. Survey, Abstract No. 173, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 38S, Part 2**)

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”, any improvements on the Property, and any damage or cost of cure for the remaining property of Seller as a result of this conveyance, shall be the sum of THIRTY FIVE THOUSAND AND NINETY and 00/100 Dollars (\$35,090.00).

Payment of Purchase Price and Additional Compensation

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

Special Provisions

2.03. As additional consideration for this transaction, and as an obligation and agreement which shall survive Closing, Purchaser agrees (i) that Seller shall be permitted to construct at its own expense one (1) driveway connection of up to thirty (30) feet in width with twenty five (25) foot radii between the proposed CR110 roadway improvements and the remaining property of Seller and (ii) to provide reasonable assistance to Seller in the issuance of any permit or approval necessary for such driveway construction. The driveway permitted herein shall be located between Stations 201+06 and 201+36 of the proposed CR 110 roadway improvements (as identified on Exhibit "B" attached hereto and incorporated herein), or at other location agreed to in advance between Purchaser and Seller. Seller shall be responsible for complying with all drainage culvert sizing regulations of Purchaser or other applicable regulatory jurisdiction prior to beginning construction of the driveway, and construction shall comply with any design specifications otherwise required by any applicable Williamson County development rules.

**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 as of the Closing Date, to the best of Seller's current actual knowledge, without inquiry:

(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.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT AND THE WARRANTY OF TITLE TO BE SET FORTH AND GIVEN IN THE DEED, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (2) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (3) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (4) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (5) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES OR ENVIRONMENTAL FEATURES ON THE PROPERTY, AS WELL AS THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES, (6) THE AVAILABILITY OF UTILITY SERVICE TO THE PROPERTY, OR (7) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. PURCHASER AGREES THAT THE PROPERTY IS TO BE SOLD TO AND ACCEPTED BY PURCHASER AT CLOSING, AS IS, WHERE IS, AND WITH ALL FAULTS, IF ANY. THE DEED DELIVERED AT CLOSING PURSUANT TO THIS CONTRACT WILL CONTAIN LANGUAGE CONFIRMING THE ACKNOWLEDGMENTS AND AGREEMENTS SET FORTH IN THIS PARAGRAPH. PURCHASER ACKNOWLEDGES THAT INCLUSION OF THE FOREGOING DISCLAIMERS AND AS-IS LANGUAGE IS AN ESSENTIAL ELEMENT OF THIS CONTRACT AND A MATERIAL PART OF THE CONSIDERATION FOR SELLER, WITHOUT WHICH SELLER WOULD NOT ENTER INTO THIS CONTRACT.

The Property herein is being conveyed to Purchaser under threat of condemnation. It is not assignable by Purchaser except to another entity with the power of condemnation.

**ARTICLE V**  
**CLOSING**  
Closing Date

5.01. The Closing shall be held at the office of Capital Title Company, Georgetown, Texas, on or before July 22, 2016, or at such other time, date, and place as Seller and Purchaser may agree upon (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 Special Warranty 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) Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) 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 as of the Closing Date; and
- (c) Any other exceptions approved by Purchaser in writing.

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

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring fee simple title to the Property subject only to those title exceptions listed therein, 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 exception shall be deleted at Purchaser's expense;
- (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.

#### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the Purchase Price to Seller in cash or other immediately available funds.

### Prorations

5.04. General real estate taxes and any general or special assessments 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 and assessments shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, and when the actual tax information becomes available, Seller or Purchaser may demand reimbursement from the other party for any excess amount charged to that party at the Closing. 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 of the parties paid by each party 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 and exclusive remedy, either: (1) enforce specific performance of this Contract; or (2) terminate this Contract by written notice to Seller 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 terminate this Contract by written notice to Purchaser and 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. N/A.

Brokers; Compliance

8.09 Seller and Purchaser each warrant and represent to the other that neither of them has dealt with any agent or broker in connection with the sale and purchase of the Property, and Seller and Purchaser each agree to indemnify and hold the other party harmless from any loss, liability, or expense suffered by the other party by reason of a breach of such warranty and representation. 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. Seller hereby discloses to Purchaser that John C. Nelson, a principal in this transaction by virtue of ownership (directly or indirectly) of one or more partnership interests in Seller, is a licensed Texas real estate broker.

Effective Date

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

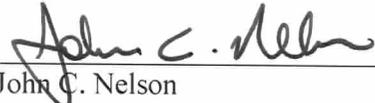
*[signature page follows]*

**SELLER:**

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.,  
a Texas limited partnership

By: Nelson Homestead Management, LLC,  
its general partner

Address: 3404 Glenview Avenue

By:   
John C. Nelson  
Manager

Austin, Texas 78703

Date: 6/20/16

**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.:** 38S  
**Highway:** CR 110  
**Limits:** From: U.S. Highway 79  
To: 300 feet north of CR 109 (Limmer Loop)

**DESCRIPTION FOR PARCEL 38S**

**PART 1 – 0.080AC. (3,463 SQ. FT.)**

DESCRIPTION OF A 0.080 ACRE (3,463 SQ. FT.) PARCEL, LOCATED IN THE W. DONAHO, JR. SURVEY, ABSTRACT 173, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 868.54 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO TOM E. NELSON, TRUSTEE, AS RECORDED IN VOLUME 1133, PAGE 639 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.), SAID 0.080 ACRE (3,463 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 246.34 feet left of Engineer's Centerline Station (E.C.S.) 200+26.94, said point being the northwest corner of Lot 17, Block SS, Paloma Lake Section 21, same being a called 0.337 acre tract as described in a deed to Justin Joel and Lisa Chance Barber and recorded in Document No. 2013059965, O.P.R.W.C.TX., same being on the south line of said remainder of a 5.00 acre tract;

**THENCE** N 55°51'55" E, with the common line of said 0.337 acre tract and said Nelson remainder tract, a distance of 158.44 feet to a 1/2-inch iron rod found 89.83 feet left of E.C.S. 200+49.32, for the **POINT OF BEGINNING** (grid N: 10179475.79, E: 3155258.37) of the parcel described herein, said point being the northwest corner of a called 0.16 acre tract as described in a deed to Paloma Lake Master Community, Inc. and recorded in Document No. 2012107623, O.P.R.W.C.TX., same being the northeast corner of a called 0.39426 acre tract of land as described in a deed to John A. Frekle and recorded in Document No. 2014016625, O.P.R.W.C.TX., said point being on the proposed west right-of-way line of County Road(CR) 110, same being the beginning of a curve;

- 1) **THENCE**, over and across said Nelson remainder tract, with the proposed west right-of-way line of CR 110, being a curve to the right, an arc distance of 201.77 feet, through a central angle of 06°41'43", having a radius of 1,726.67 feet, and a chord that bears N 21°29'06" W, a distance of 201.65 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 90.00 feet left of E.C.S. 202+40.59, said point being on the east line of a called 0.55 acre tract as described in a deed to Jonah Water Special Utility District and recorded in Volume 987, Page 399 of the Deed Records of Williamson County, Texas (D.R.W.C.TX.);
- 2) **THENCE** S 29°27'05" E, with the common line of said Nelson remainder tract and said 0.55 acre tract, a distance of 93.86 feet to a 1/2-inch iron rod found 73.98 feet left of E.C.S. 201+52.50, said point being the south corner of said 0.55 acre tract, same being on the existing west right-of-way line of CR 110, a variable width right-of-way (no record information found);
- 3) **THENCE** S 32°44'22" E, with the existing west right of way line of said CR 110, same being the east line of said Nelson remainder tract, a distance of 103.39 feet to a 1/2-inch iron rod found 56.28 feet left of E.C.S. 200+54.52, said point being the southeast corner of said Nelson remainder tract;

- 4) **THENCE** S 56°17'27" W, with the existing west right-of-way line of said CR 110, same being the south line of said Nelson remainder tract, a distance of 24.06 feet to a 1/2-inch iron rod found 80.05 feet left of E.C.S. 200+50.89, said point being the northeast corner of said 0.16 acre tract,
- 5) **THENCE** S 55°39'34" W, with the common line of said Nelson remainder tract and said 0.16 acre tract, a distance of 9.92 feet to the **POINT OF BEGINNING**, and containing 0.080 acre (3,463 sq. ft.) of land, more or less.

**PART 2 – 0.144 AC. (6,275 sq. ft.)**

DESCRIPTION OF A 0.144 ACRE (6,275 SQ. FT.) PARCEL, LOCATED IN THE W. DONAHO, JR. SURVEY, ABSTRACT 173, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 868.54 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO TOM E. NELSON, TRUSTEE, AS RECORDED IN VOLUME 1133, PAGE 639 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.), SAID 0.144 ACRE (6,275 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 Brass Disk with no visible markings, in concrete found 110.07 feet left of Engineer's Centerline Station (E.C.S.) 203+37.42, said point being in the called 0.55 acre tract as described in a deed to Jonah Water Special Utility District and recorded in Volume 987, Page 399 of the Deed Records of Williamson County, Texas (D.R.W.C.TX.);

**THENCE** S 60°37'44" W, through the interior of said 0.55 acre tract, a distance of 3.66 feet to a calculated point on the west line of said 0.55 acre tract, same being the east line of said Nelson remainder tract;

**THENCE** N 29°27'05" W, with the common line of said Nelson remainder tract and said 0.55 acre tract, a distance of 66.86 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 131.79 feet left of E.C.S. 203+96.41, for the **POINT OF BEGINNING** (Grid = N: 10178485.41, E: 3154749.34), said point being on the proposed west right-of-way line of CR 110;

- 1) **THENCE** N 61°51'38" W, through the interior of said Nelson remainder tract, with the proposed west right-of-way line of CR 110, a distance of 111.35 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 217.04 feet left of E.C.S. 204+65.67, said point being on the north line of said Nelson remainder tract, same being the south line of a called 2.66 acre tract of land as described in a deed to Paloma Lake Development, Inc. and recorded in Document No. 2006014658, O.P.R.W.C.TX., said point being the beginning of a curve;
- 2) **THENCE**, with the common line of said Nelson remainder tract and said 2.66 acre tract, being a curve to the right, an arc distance of 174.72 feet, through a central angle of 08°42'20", having a radius of 1,149.93 feet and a chord that bears N 67°45'11" E, a distance of 174.56 feet to a calculated point on the north line of said 0.55 acre tract from which a 1/2-inch iron rod found 44.85 feet left of E.C.S. 204+98.02, bears N 39°22'34" E, a distance of 0.73 feet for a **POINT OF REFERENCE**;

- 3) **THENCE** S 39°22'34" W, with the common line of said Nelson remainder tract and said 0.55 acre tract, a distance of 121.72 feet to a 1/2-inch iron rod found 140.14 feet left of E.C.S. 204+21.23, said point being the northwest corner of said 0.55 acre tract;
- 4) **THENCE** S 29°27'05" E, with the common line of said Nelson remainder tract and said 0.55 acre tract, a distance of 28.15 feet to the **POINT OF BEGINNING** and containing 0.144 acre (6,275 sq. ft.) of land, more or less.

PART 1	0.080 AC. (3,463 sq. ft.)
PART 2	0.144 AC. (6,275 sq. ft.)
Total	0.224 AC. (9,738 sq. ft.)

\*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                   §  
                                                  §                   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 16<sup>th</sup> day of November, 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

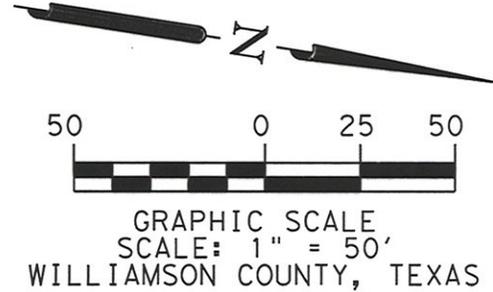


**LEGEND**

- 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
- P.U.E. PUBLIC UTILITY EASEMENT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.I. POINT OF INTERSECTION
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- - - DISTANCE NOT TO SCALE
- - - DEED LINE (COMMON OWNERSHIP)

JUSTIN JOEL & LISA CHANCE  
 BARBER  
 CALLED 0.337 ACRES  
 DOC. NO. 2013059965  
 PALOMA LAKE SEC 21,  
 BLOCK SS, LOT 17  
 O.P.R.W.C.TX.

ENGINEER'S CENTERLINE  
 CURVE DATA  
 P.I. Sta 201+26.32  
 N 10,179,464.516  
 E 3,155,312.537  
 $\Delta = 20^\circ 58' 33''$  (RT)  
 D =  $03^\circ 30' 00''$   
 T = 303.04'  
 L = 599.30'  
 R = 1,637.00'  
 P.C. Sta 198+23.28  
 P.T. Sta 204+22.57



TOM E. NELSON, TRUSTEE  
 REMAINDER OF A  
 CALLED 868.54 ACRES  
 VOL. 1133, PG. 639  
 O.R.W.C.TX.

W. DONAHO, JR. SURVEY,  
 ABSTRACT 173

JOHN A. FREKLE  
 CALLED 0.39426 ACRE  
 DOC. NO. 2014016625,  
 PALOMA LAKE SEC 21,  
 BLOCK SS, LOT 18  
 O.P.R.W.C.TX.

P.O.C.  
 200+26.94  
 246.34' LT

N55° 51' 55" E  
 158.44.5' E

38S  
 PART 1

PROPOSED ROW LINE

202+40.59  
 90.00' LT

JONAH WATER SPECIAL  
 UTILITY DIST.  
 CALLED 0.55 ACRE  
 VOL. 987, PG. 399  
 D.R.W.C.TX.

SEE  
 DETAIL "A"

S32° 44' 22" E  
 103.39'  
 201+52.50  
 73.98' LT

EXISTING ROW LINE

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

EXISTING ROW LINE

EXISTING ROW LINE

PALOMA LAKE MASTER  
 COMMUNITY, INC.  
 CALLED 0.16 ACRE  
 DOC. NO. 2012107623  
 O.P.R.W.C.TX.

200+00

ENGINEER'S CENTERLINE

R. MCNUTT SURVEY,  
 ABSTRACT 422

TIME: 10:39:08 AM  
 DATE: 2/12/2016  
 FILE: J:\1014035067\100\Survey\06Plats\Parcel 38part1.dgn

PAGE 4 OF 7  
 REF. FIELD NOTE NO. 18098

EXISTING	*5.00 AC.	ACQUIRE	0.080 AC.	REMAINING	4.92 AC. LEFT
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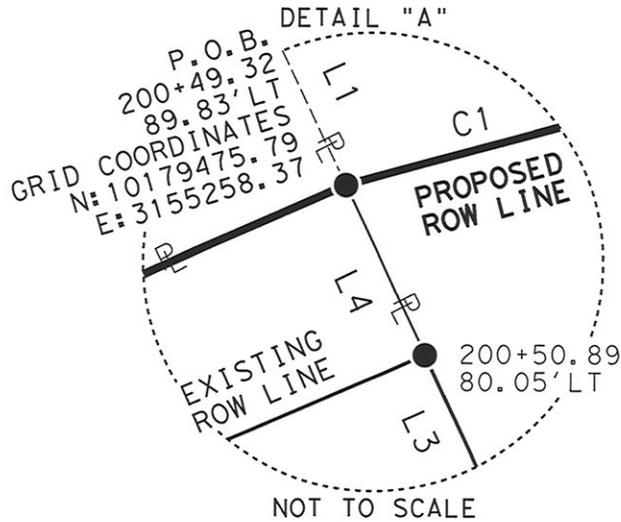


4801 Southwest Parkway  
 Building Two, Suite 100  
 Austin, Texas 78735  
 (512) 447-0575  
 Fax: (512) 326-3029  
 Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
 SHOWING PROPERTY OF  
 TOM E. NELSON, TRUSTEE  
 PARCEL 38 PART 1  
 0.080 AC. (3,463 SQ. FT.)

### CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	06° 41' 43" (RT)	1,726.67'	201.77'	201.65'	N21° 29' 06" W



### LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N55° 51' 55" E	158.44'
L2	S29° 27' 05" E	93.86'
L3	S56° 17' 27" W	24.06'
L4	S55° 39' 34" W	9.92'

**NOTES:**

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAV88 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.
- \* AREA CALCULATED BY SAM, LLC.

TIME: 10:39:27 AM  
 DATE: 2/12/2016  
 FILE: J:\1014035067\100\Survey\06Plats\Parcel 38part1.dgn

PAGE 5 OF 7  
 REF. FIELD NOTE NO. 18098

EXISTING	*5.00 AC.	ACQUIRE	0.080 AC.	REMAINING	4.92 AC. LEFT
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RIGHT-OF-WAY SKETCH  
 SHOWING PROPERTY OF  
 TOM E. NELSON, TRUSTEE  
 PARCEL 38 PART 1  
 0.080 AC. (3,463 SQ. FT.)

**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
- ℙ PROPERTY LINE
- ( ) RECORD INFORMATION
- P.U.E. PUBLIC UTILITY EASEMENT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
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- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- - - DISTANCE NOT TO SCALE
- - - DEED LINE (COMMON OWNERSHIP)

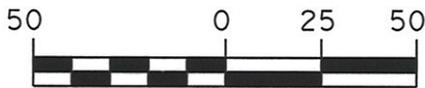
ENGINEER'S CENTERLINE  
 CURVE DATA  
 P.I. Sta 201+26.32  
 N 10,179,464.516  
 E 3,155,312.537  
 $\Delta = 20^{\circ}58'33"$  (RT)  
 D =  $03^{\circ}30'00"$   
 T = 303.04'  
 L = 599.30'  
 R = 1,637.00'  
 P.C. Sta 198+23.28  
 P.T. Sta 204+22.57

PALOMA LAKE CR 109 ENGINEER'S  
 DEVELOPEMENT, INC. CENTERLINE  
 CALLED 2.66 AC.  
 DOC.NO. 2006014658  
 O.P.R.W.C.TX.

TOM E. NELSON, TRUSTEE  
 REMAINDER OF A  
 CALLED 868.54 ACRES  
 VOL. 1133, PG. 639  
 O.R.W.C.TX.

P.O.B.  
 203+96.41  
 131.79' LT  
 GRID COORDINATES  
 N: 10178485.41  
 E: 3154749.34

JONAH WATER SPECIAL  
 UTILITY DIST  
 CALLED 0.55 ACRE  
 VOL. 987, PG. 399  
 D.R.W.C.TX.



GRAPHIC SCALE  
 SCALE: 1" = 50'  
 WILLIAMSON COUNTY, TEXAS

TIME: 10:43:52 AM  
 DATE: 2/12/2016  
 FILE: J:\1014035067\100\Survey\06Plats\Parcel 38part2a.dgn

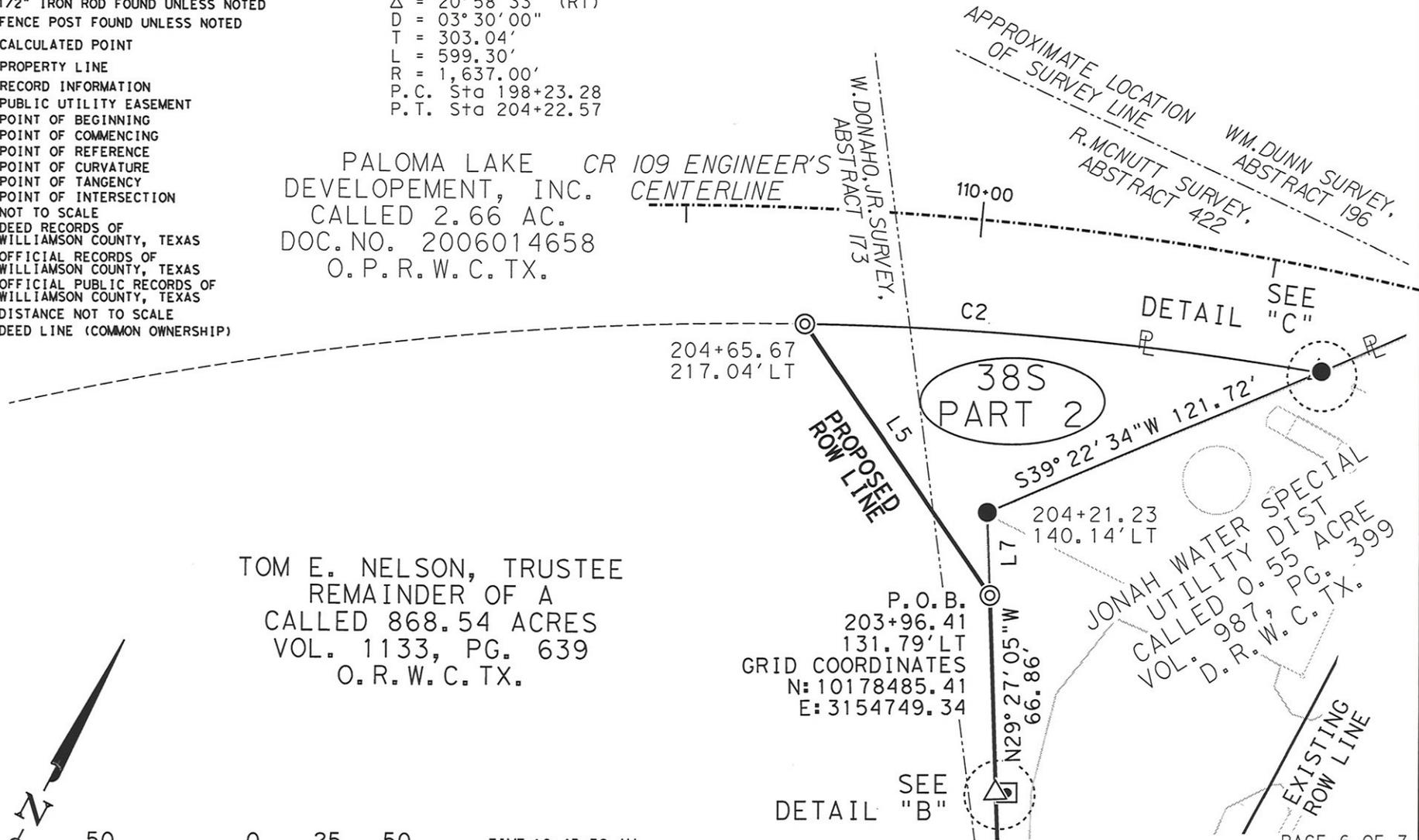
PAGE 6 OF 7  
 REF. FIELD NOTE NO. 18098

EXISTING	*5.00 AC.	ACQUIRE	0.144 AC.	REMAINING	4.86 AC. LEFT
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 Building Two, Suite 100  
 Austin, Texas 78735  
 (512) 447-0575  
 Fax: (512) 326-3029  
 Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
 SHOWING PROPERTY OF  
 TOM E. NELSON, TRUSTEE  
 PARCEL 38S PART 2  
 0.144 AC. (6,275 SQ. FT.)

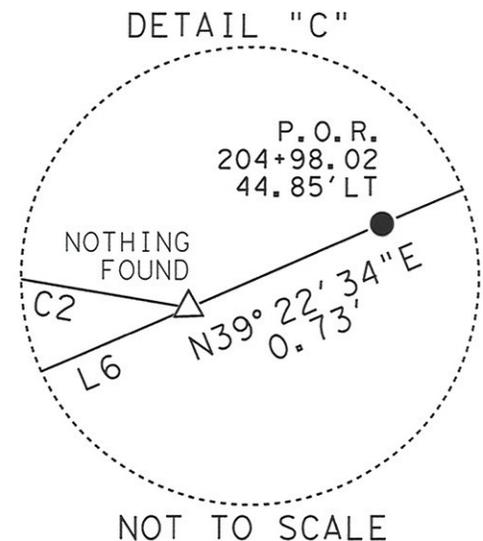
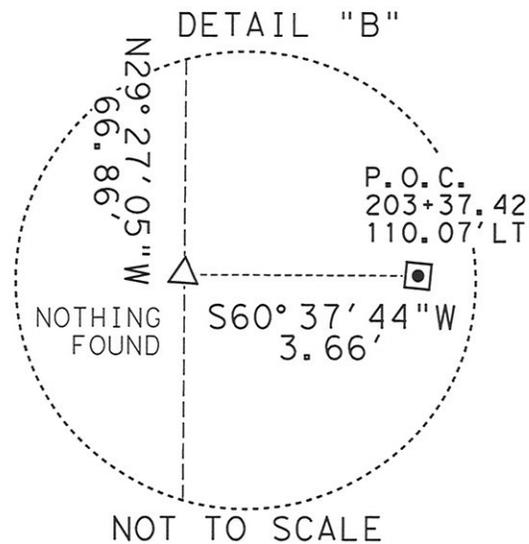


### CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	08° 42' 20" (RT)	1,149.93'	174.72'	174.56'	N67° 45' 11" E

### LINE TABLE

LINE NO.	BEARING	DISTANCE
L5	N61° 51' 38" W	111.35'
L6	S39° 22' 34" W	121.72'
L7	S29° 27' 05" E	28.15'



**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.

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

*11/16/2015*  
 DATE

TIME: 10:44:09 AM  
 DATE: 2/12/2016  
 FILE: J:\1014035067\100\Survey\06Plats\Parcel 38part2a.dgn

PAGE 7 OF 7  
 REF. FIELD NOTE NO. 18098

EXISTING	*5.00 AC.	ACQUIRE	0.144 AC.	REMAINING	4.86 AC. LEFT
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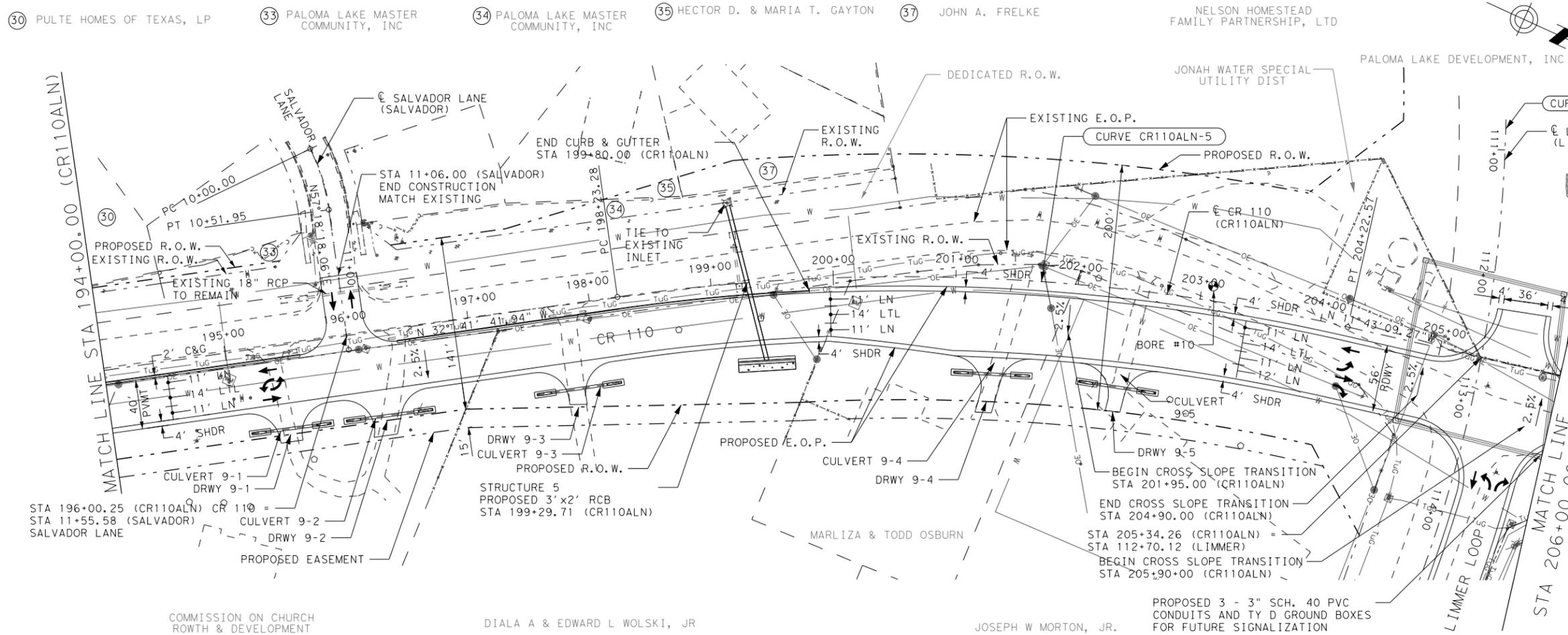


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RIGHT-OF-WAY SKETCH  
 SHOWING PROPERTY OF  
 TOM E. NELSON, TRUSTEE  
 PARCEL 38S PART 2  
 0.144 AC. (6,275 SQ. FT.)

# EXHIBIT "B"

DATE: 7/13/2015 TIME: 5:16:43 PM  
 USER: levardi+ STATUS: \$INSTS\$  
 pw:\us-hou-pw01-dannenbaum\Documents\Transportation\4862-01\Design\Main\Drawings\4862pp09

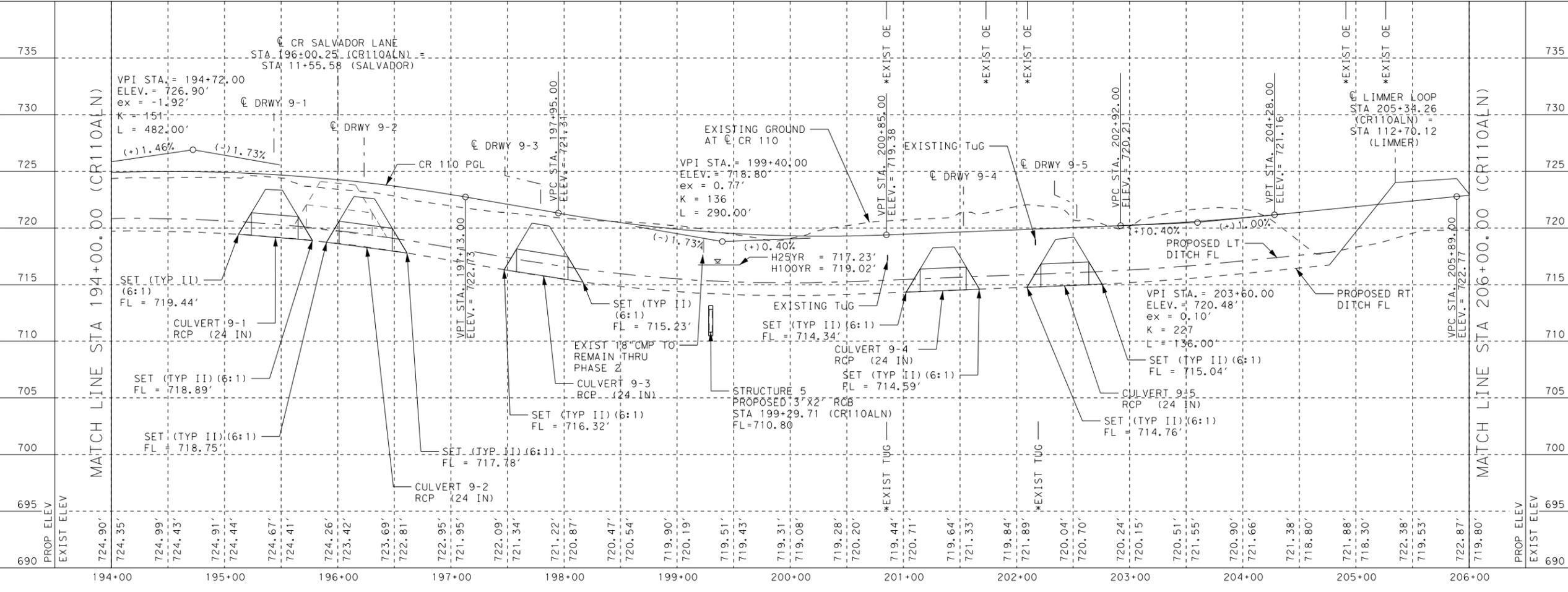


**LEGEND**

- TUG UNDERGROUND TELEPHONE
- OE OVERHEAD ELECTRIC
- OU OVERHEAD UTILITY
- W EXIST WATER LINE
- WW EXIST WASTE WATER LINE
- G EXIST GAS LINE
- FO FIBER OPTIC LINE

H: 0' 25' 50' 100'  
 V: 0' 5' 10'

- NOTES:**
1. SEE HORIZONTAL ALIGNMENT DATA SHEETS FOR CURVE INFORMATION.
  2. ALL WORK TO BE COORDINATED WITH ANY ONGOING UTILITY RELOCATIONS AND WITH ANY WORK ASSOCIATED WITH ADJACENT PROJECTS.
  3. SEE INTERSECTION DETAIL SHEETS FOR ALIGNMENT TIES AND GEOMETRIC LAYOUT OF INTERSECTING ROADWAYS.
  4. SEE REMOVAL PLAN SHEETS FOR LIMITS OF EXISTING PAVEMENT REMOVAL.
  5. SEE CULVERT CROSS SECTIONS AND BOX CULVERT SUPPLEMENT FOR DRAINAGE STRUCTURE DETAILS.
  6. LOCATION OF UTILITIES ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY PRIOR TO CONSTRUCTION.
  7. SEE DRIVEWAY SUMMARY AND DETAILS SHEET FOR DRIVEWAY DIMENSIONS, GRADES & QUANTITIES.
  8. SEE RETAINING WALL SHEETS FOR RETAINING WALL SIZES, LOCATIONS, & DETAILS.
  9. BORE LOCATIONS ARE APPROXIMATE. SEE PROJECT MANUAL FOR DETAILS.
  10. UTILITY ELEVATIONS UNKNOWN UNLESS OTHERWISE SHOWN.



**100% SUBMITTAL**

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF TOMMY G. LEVARIO, P.E. 81258. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. DATE: 7/13/2015

DATE	BY	REV	REVISION

**DANNENBAUM**  
 ENGINEERING COMPANY - AUSTIN, LLC  
 T.B.P.E. FIRM REGISTRATION #8995  
 3409 EXECUTIVE CENTER DR., STE 129 AUSTIN, TX 78731 (512) 345-8505

**WILLIAMSON COUNTY**  
 © 2015 BY WILLIAMSON COUNTY, TEXAS; ALL RIGHTS RESERVED.

**CR 110 SOUTH**

**ROADWAY PLAN AND PROFILE**

STA 194+00 TO STA 206+00  
 SCALE: HORIZONTAL 1"=100'  
 VERTICAL 1"=10'

SHEET 9 OF 12

DESIGNED:	TGL		
DRAWN:	PRP		
CHECKED:	GV		
STATE:	COUNTY:	PRECINCT:	SHEET NO.:
TXAS	WILLIAMSON	4	103

# EXHIBIT "C"

Parcels 38S

## DEED

County Road 110 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 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 BY THESE PRESENTS:**

That NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., a Texas limited partnership, 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 0.080 acre (approximately 3,463 Sq. Ft.) tract of land in the W. Donaho, Jr. Survey, Abstract No. 173, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 38S, Part 1**); and

All of that certain 0.144 acre (approximately 6,275 Sq. Ft.) tract of land in the W. Donaho, Jr. Survey, Abstract No. 173, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 38S, Part 2**)

**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 by, through or under Grantor, but not otherwise.

GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (2) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (3) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (4) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (5) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES OR ENVIRONMENTAL FEATURES ON THE PROPERTY, AS WELL AS THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES, (6) THE AVAILABILITY OF UTILITY SERVICE TO THE PROPERTY, OR (7) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. GRANTEE AGREES THAT THE PROPERTY IS HEREBY SOLD TO AND ACCEPTED BY GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, IF ANY.

By acceptance of this deed, Grantee assumes and agrees to pay all ad valorem taxes after the date of this deed relating to the Property, for the current and all subsequent years, and any assessments for the current and any prior years, which arise on or after the date of this deed due to change in usage or ownership of the Property by Grantee.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2016.

**GRANTOR:**

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.,  
a Texas family partnership

By: Nelson Homestead Management, LLC, its general partner

By: \_\_\_\_\_  
John C. Nelson  
Manager

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2016 by John C. Nelson, Manager of Nelson Homestead Management, LLC, the general partner of Nelson Homestead Family Partnership, Ltd., a Texas limited partnership, 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**

**24.**

**Meeting Date:** 06/28/2016

CR 258 Bill of Sale

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a Bill of Sale with Carrington Ranch Property Owners Association for improvements located in the ROW acquired for the construction of CR 258.

**Background**

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**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
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**Attachments**

CRPOA Bill of Sale

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/23/2016

**Reviewed By**

Wendy Coco

**Date**

06/23/2016 11:12 AM

Started On: 06/23/2016 11:08 AM

**BILL OF SALE**

CR258--Carrington Ranch Property Owners Association Improvements

CARRINGTON RANCH PROPERTY OWNERS' ASSOCIATION ("Seller"), for and in consideration of the payment of FORTY ONE THOUSAND TWO HUNDRED NINETY and No/100 Dollars (\$41,290.00), the receipt of which is hereby acknowledged, has CONVEYED, SOLD, TRANSFERRED and DELIVERED, and by these presents does hereby CONVEY, SELL, TRANSFER and DELIVER unto WILLIAMSON COUNTY ("Purchaser"), the following personal property ("Property") located upon the portions of the real property in the Carrington Ranch subdivision which have been acquired by Purchaser for construction of improvements to CR 258, or are otherwise located within the platted right of way of Rock House Drive:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD the Property unto Purchaser, its successors and assigns forever, and Seller does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, title to the Property unto Purchaser, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Seller, but not otherwise.

The Property is conveyed, sold, transferred and delivered "AS IS" and "WITH ALL FAULTS." Seller makes and has made NO REPRESENTATION OR WARRANTY, express or implied, as to the existence, amount, condition, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, or otherwise as to the Property, other than the warranty of title to the Property made herein.

This Bill of Sale contains the entire agreement between Seller and Purchaser pertaining to the Property. No covenant, representation or condition not expressed herein shall be binding upon Seller or Purchaser or shall affect or be effective to interpret, change or restrict the provisions of this Bill of Sale.

This Bill of Sale shall be binding upon and inure to the benefit of Seller, its successors and assigns, and Purchaser, and its successors and assigns.

Executed this 14<sup>th</sup> day of JUNE, 2016.

**SELLER:**

Carrington Ranch Property Owners' Association

By:   
Stephen Gonzales on behalf of Kristen Adams,

President

**PURCHASER:**

Williamson County, Texas

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

## Exhibit "A"

### Carrington Ranch POA Improvements

Item	Quantity	Cost/Unit	Replacement Cost New
3 Rail Vinyl Fence	+/- 1300 LF	\$24.50/LF	\$31,850
Stone Columns	8	\$600	\$4,800
Rock Flower Bed	1,040 SF	\$3.50/SF	\$3,640
Clearing ROW			\$1,000
<b>Total</b>			<b>\$41,290</b>

**Commissioners Court - Regular Session**

**25.**

**Meeting Date:** 06/28/2016

Upper Brushy Creek WCID

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on an Interlocal Agreement Amendment No. 2 with the Upper Brushy Creek Water Control and Improvement District regarding the Great Oaks Bridge Phase 1 project.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

WCID ILA Amendment No. 2

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/23/2016

**Reviewed By**

Wendy Coco

**Date**

06/23/2016 11:18 AM

Started On: 06/23/2016 11:15 AM

**MEMORANDUM**

**TO:** Ruth Haberman, P.E.  
Upper Brushy Creek Water Control and Improvement District  
1850 Round Rock Ave, Suite 100  
Round Rock, TX 78681

June 6, 2016

**FROM:** Lisa Carter Powell, P.E.

**PROJECT:** Great Oaks Bridge – Phase I

PESC Project No. 13024

**RE:** Project Design Status Summary

Dear Ruth,

As you are aware, we are currently engaged in a study of improvements to the Great Oaks Drive at Brushy Creek/Hairy Man Road intersection that also includes replacement of the bridge over Brushy Creek. The goal is to help improve hydraulic conditions of Brushy Creek at the crossing, improve mobility through this area and provide enhancements to improve the public safety for both motorists and pedestrians through this area. Ultimately, we will be providing a report that summarizes the results of the study and includes a schematic drawing and bridge layout. These deliverables will be used as the basis to move on to the next steps which would include final design, the preparation of construction bid documents and construction of the project as funding becomes available.

Since the last memo issued June 30, 2014, Atkins completed various traffic analyses (under a separate contract) and we have continued evaluating potential options for improvements to raise the bridge out of the floodplain. We have had meetings with the Brushy Creek and Fern Bluff MUDs to discuss preliminary concepts. As a follow-up we have another presentation to the Fern Bluff MUD at their board meeting on June 21<sup>st</sup>, we will be hosting an Open House on June 22<sup>nd</sup>, and will present again to Fern Bluff MUD on July 14<sup>th</sup> in order to obtain feedback from the public.

Due to our current status and the need to obtain public feedback, we would like to request an extension to the current Interlocal Agreement from June 17, 2016 to December 31, 2016. This will provide us with sufficient time to gain feedback from the public and make feasible modifications to address their concerns.

Please call if you have any questions or comments.

Thank you,

  
Lisa Carter Powell, P.E.  
President and Principal Engineer  
P.E. Structural Consultants, Inc.

cc: file  
Bob Daigh, P.E. / Williamson County

**AMENDMENT NO. 2**

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND UPPER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT FOR COST SHARING RELATED TO STUDY AND IMPROVEMENTS TO THE GREAT OAKS BRIDGE**

**THE STATE OF TEXAS** §

§ **KNOW ALL BY THESE PRESENTS:**

**COUNTY OF WILLIAMSON** §

This agreement made and entered on July 26, 2013, and amended by Amendment No. 1 on August 21, 2015, is hereby amended as follows:

1. Section 3, Effective Date: Term of Agreement, as amended by Amendment No. 1, is revised from "1057 days (June 17, 2016)" to "1254 days (December 31, 2016)".
2. All other terms and conditions of the Interlocal Agreement shall remain in effect.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be signed, sealed, and attested in duplicate by their duly authorized officers, effective as of the date of the last Party's execution of this Agreement.

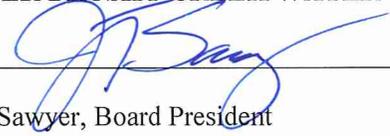
**WILLIAMSON COUNTY**

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

Honorable Dan. A. Gattis, County Judge

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

**UPPER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT**

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

Jeff Sawyer, Board President

Date: June 17, 2016

**Commissioners Court - Regular Session**

**26.**

**Meeting Date:** 06/28/2016

CR 110 South- Relocation Claims

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Consider approval of tenant relocation claim amounts for CR 110S Parcel 26S and authorize County Judge to execute documents required for completion of claims.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Parcel 26S Relocation Claim Amounts

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/23/2016

**Reviewed By**

Wendy Coco

**Date**

06/23/2016 11:58 AM

Started On: 06/23/2016 11:19 AM

<b>County Approved Fixed Rate per Unit:</b>	
5 X 10 (9 TOTAL)	\$ 665.00
10 X 10 (17 TOTAL)	\$ 750.00
10 X 15 (19 TOTAL)	\$ 1,000.00
10 X 20 (12 TOTAL)	\$ 1,700.00
10 X 25 (3 TOTAL)	\$ 2,160.00
10 X 35 (2 TOTAL)	\$ 2,400.00
12 X 30 Boat/RV (9 TOTAL)	\$ 400.00
<b>71 TOTAL UNITS Total Cost</b>	<b>\$55,915.00</b>

**Commissioners Court - Regular Session**

27.

**Meeting Date:** 06/28/2016

holidays

**Submitted By:** Rebecca Clemons, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on County Holidays on FY16/17.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

holidaysdraft

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**Form Review**

**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 06/22/2016

**Reviewed By**

Wendy Coco

**Date**

06/22/2016 04:17 PM

Started On: 06/22/2016 03:14 PM

Veterans Day	Friday	November 11, 2016
Thanksgiving Holiday	Thursday Friday	November 24, 2016 November 25, 2016
Christmas Holiday	Friday Monday	December 23, 2016 December 26, 2016
New Year's Holiday	Monday	January 2, 2017
Martin Luther King Day	Monday	January 16, 2017
President's Day	Monday	February 20, 2016 <sup>7</sup>
Good Friday	Friday	April 14, 2017
Memorial Day	Monday	May 29, 2017
Independence Holiday	Tuesday	July 4, 2017
Labor Day	Monday	September 4, 2017

**Commissioners Court - Regular Session**

**28.**

**Meeting Date:** 06/28/2016

parking garage

**Submitted For:** Dan Gattis

**Submitted By:** Rebecca Clemons, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on allowing The Georgetown Palace Children's Theatre to utilize the parking garage on 4th and Rock Street.

**Background**

Please see attached letter.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[palace.doc](#)

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**Form Review**

**Inbox**

County Judge Exec Asst. (Originator)  
Form Started By: Rebecca Clemons  
Final Approval Date: 06/23/2016

**Reviewed By**  
Wendy Coco

**Date**  
06/23/2016 09:04 AM  
Started On: 06/23/2016 08:50 AM



June 13th, 2016

To: Judge Gattis and Williamson County Commissioners

Re: Utilizing the parking garage at 4th and Rock for Children's Theatre

Fm: Michael Davis, Palace Board of Directors, Chair - Education Building Committee

Dear Judge Gattis and Commissioners,

The Georgetown Palace Theatre has hosted a series of children's education programs for the past 10 years. The bulk of the kids enroll in the summer program, but we offer classes year round. Last summer, we had more kids interested in the program than we could handle with our existing facilities.

As a result, we are raising funds and designing a new building dedicated to our education program to be built on donated land at 2nd and Rock St. The land is an undersized lot and to accommodate our program, we envision a building which will virtually cover the space. We've had a preliminary meeting with the Georgetown Planning Commission and received a favorable nod about our plans.

Most of the time we will have little parking demand, however, it is apparent that we will require parking for a limited time during the summer months in particular. At the end of each 2 or 3-week program, the kids participate in a "graduation performance" of a kids oriented play. During this performance, family are invited to join the audience to see their kid or grandkid perform. We expect about 150-200 individuals to show up for a show and we can sometimes have 2 or more shows in a day. Each show lasts less than 2 hours and the shows are on Saturdays in the late morning or early afternoon.

In addition to the kids shows mentioned above, we anticipate the occasional performance on weekends. Again, 100-200 audience members attending between 7:00 and 10:00 on a Friday/Saturday evening or possibly in the mid-afternoon on a Sunday.

We are seeking permission to use the parking garage at 4th and Rock St. as a facility to address our parking needs. As stated above, we believe the demand will be limited and will occur mostly during non-peak hours of the day and week. The location of our proposed building site and the garage offer an ideal solution for our patrons.

We appreciate your consideration and hope that you look favorably on our project. We believe the Palace brings welcome traffic downtown and we think that this new facility will have a positive impact on the north side of the downtown area.

Regards,

A handwritten signature in black ink, appearing to read "Michael Davis". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Michael Davis

**Commissioners Court - Regular Session**

**29.**

**Meeting Date:** 06/28/2016

Vehicle Reimbursement Agreement for County Sheriff

**Submitted By:** Deborah Wolf, Sheriff

**Department:** Sheriff

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take any appropriate action regarding approval and receipt of Agreement regarding off-duty contracting of County Sheriff Deputies with T.G. Mercer (Traffic control @ Old Castle Materials in Liberty Hill)

**Background**

This agreement gives permission for T.G. Mercer to contract County Deputies in a private capacity.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[TGMercer062316](#)

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Deborah Wolf

Final Approval Date: 06/23/2016

**Reviewed By**

Wendy Coco

**Date**

06/23/2016 09:04 AM

Started On: 06/23/2016 08:56 AM

STATE OF TEXAS                    §     VEHICLE REIMBURSEMENT  
                                          §     AGREEMENT WITH  
                                          §     NON-GOVERNMENTAL  
                                          §     ORGANIZATION  
                                          §     REGARDING OFF-DUTY  
 COUNTY OF WILLIAMSON §     CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. *NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.*
2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the 5-16, 2016 and shall terminate on September 30, 2016. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.<sup>1</sup>
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

**LEA:** At the address set forth on signature page below.

**COUNTY:** Williamson County Auditor's Office  
Attn: Finance Director  
710 Main Street, Suite 301  
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

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<sup>1</sup> It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. 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.
11. 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.

**NON-GOVERNMENTAL ORGANIZATION:**

Name of Organization: T6 Mesco

Signature: Michael Magee

Printed Name: Michael Magee

Title: Project Manager

Date: 5-16, 2016

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Williamson County Sheriff's Office

Printed Name of Official: James R. Wilson

Signature of Official: James R. Wilson by J. Marshall

Date: 6-22, 2016

Address of Office: 508 S. Rock St.  
Georgetown, TX 78626

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

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

Dan A. Gattis,  
Williamson County Judge &  
Presiding Officer, Williamson County Commissioners Court  
710 Main Street, Suite 105  
Georgetown, Texas 78626

**Commissioners Court - Regular Session**

**30.**

**Meeting Date:** 06/28/2016

Amendment to Inmate Telephone Services

**Submitted By:** Peggy Braun, Sheriff

**Department:** Sheriff

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on an Amendment No. 2 to the Inmate Telephone Services Agreement dated September 30, 2014, as previously amended (the "Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions and Williamson County, Texas.

**Background**

Please see attached correspondence from IC Solutions (ICS) referencing the change in allowable ancillary fees as mandated by the FCC. Table 2 from the attached PDF document titled FCC 2015 Order\_FCC-136.pdf (received June 16, 2016 from IC Solutions)supports the changes/reductions in ancillary fees. The attached letter, titled Williamson County Fee Reduction Letter, from IC Solutions provides their analysis of how the mandated changes affect revenues and commissions. IC Solutions contention is that the reduction in allowable ancillary fees will prohibit their ability to continue to pay an 84.1% commission rate and force a new rate of 74.1%. IC Solutions is not proposing to reduce the minimum annual guarantee of \$555,000 per full contract year. The proposed contract amendment titled Williamson TX Amend 2 (received June 15, 2016 from IC Solutions) is attached to reflect the above proposed changes. The question that I posed to IC Solutions (Joe Garbe, Regional Account Manager) was as follows: Since Williamson County does not receive any revenue from depository service fees (ancillary fees), doesn't the proposed change in contract terms result in Williamson County absorbing the reduction in depository fees that are currently being paid to IC Solutions? Mr. Garbe stated that my statement/question is correct that Williamson County does not participate in deposit fee revenue that he deemed "critically important to ICS to operate the business". He further stated that the dramatic reduction in the funding fee for the vast majority of transactions translates into a 63% reduction in fee income to ICS. ICS states that the approximately 12% reduction in commission payment (MAG remains the same) will not provide the same income to ICS and this is a fair and balanced approach to equalize the financial impact to both organizations. The new FCC ruling affects all inmate phone providers and is not optional. If Williamson County does not agree to the proposed changes, it is my understanding that we will be required to rebid the inmate telephone contract. With the continuation of the \$555,000 minimum annual guarantee, we believe approval of the amendment is the best option at this time.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

- [FCC 2015 Order](#)
- [WC FCC Fee letter](#)
- [Amendment](#)

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
County Judge Exec Asst.	Wendy Coco	06/22/2016 11:15 AM
Form Started By: Peggy Braun		Started On: 06/21/2016 02:50 PM
Final Approval Date: 06/22/2016		



# FEDERAL REGISTER

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Part II

Federal Communications Commission

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47 CFR Part 64

Rates for Interstate Inmate Calling Services; Final Rule

## FEDERAL COMMUNICATIONS COMMISSION

### 47 CFR Part 64

[WC Docket No. 12–375; FCC 15–136]

### Rates for Interstate Inmate Calling Services

**AGENCY:** Federal Communications Commission.

**ACTION:** Final rule.

**SUMMARY:** In this document, the Federal Communications Commission (Commission) adopts comprehensive reforms of Inmate Calling Services, regardless of the technology used to provide service, to ensure just reasonable and fair rates as mandated by the Communications Act.

**DATES:** The rules in this document will become effective March 17, 2016, and the *Compliance Date* for this Second Report and Order will be January 19, 2016.

**FOR FURTHER INFORMATION CONTACT:** Lynne Engledow, Wireline Competition Bureau, Pricing Policy Division at (202) 418–1540 or at [Lynne.Engledow@fcc.gov](mailto:Lynne.Engledow@fcc.gov).

**SUPPLEMENTARY INFORMATION:** This is a summary of the Commission’s Second Report and Order, WC Docket 12–375, released November 5, 2015. The full text of this document may be downloaded at the following Internet Address: [http://transition.fcc.gov/Daily\\_Releases/Daily\\_Business/2015/db1105/FCC-15-136A1.pdf](http://transition.fcc.gov/Daily_Releases/Daily_Business/2015/db1105/FCC-15-136A1.pdf). To request alternative formats for persons with disabilities (e.g. accessible format documents, sign language, interpreters, CARTS, etc.) send an email to [fcc504@fcc.gov](mailto:fcc504@fcc.gov) or call the Commission’s Consumer and Governmental Affairs Bureau at (202) 418–0530 or (202) 418–0432 (TTY).

#### I. Introduction

1. Twelve years have passed since Martha Wright of Washington, DC petitioned this Commission for relief from exorbitant phone rates charged by inmate calling service (ICS) providers, so that she might afford telephone contact with her incarcerated grandson. For families, friends, clergy, and attorneys to the over 2 million Americans behind bars and 2.7 million children who have at least one parent behind bars, maintaining phone contact has been made extremely difficult due to prohibitively high charges on those calls. Family members report paying egregious amounts, adding up to hundreds of dollars each month, just to stay connected to incarcerated spouses, parents and children. For over a decade,

they have pleaded with this agency for help fighting these excessive and unaffordable phone charges.

2. In the Report and Order, we grant relief, answer the call of those millions of citizens seeking ICS reform, and adopt comprehensive reform of interstate and intrastate ICS calls to ensure just, reasonable and fair ICS rates as mandated by the Act. (Interstate communication “means communication or transmission (A) from any State, Territory, or possession of the United States (other than the Canal Zone), or the District of Columbia, to any State, Territory, or possession of the United States (other than the Canal Zone), or the District of Columbia. Consistent with our authority under the Communications Act, this Order applies to all states and U.S. territories including Puerto Rico, Guam, and the U.S. Virgin Islands.) We follow these reforms with a Further Notice that recognizes there is more work yet to be done. While the Commission prefers to rely on competition and market forces to discipline prices, there is little dispute that the ICS market is a prime example of market failure. Market forces often lead to more competition, lower prices, and better services. Unfortunately, the ICS market, by contrast, is characterized by increasing rates, with no competitive pressures to reduce rates. With respect to the consumers who pay the bills, ICS providers operate as unchecked monopolists. The record indicates that, absent regulatory intervention, ICS rates and associated ancillary fees likely will continue to rise. After the adoption of interim interstate rate caps in 2013, there was hope that states would take a more active role in reforming intrastate ICS rates and ancillary fees. While this has occurred in a handful of states, such as Alabama, Minnesota, New Jersey, and Ohio, the unfortunate reality is that many states have not tackled reform and intrastate ICS rates have continued to increase since the *2013 Order*. 78 FR 67956, Nov. 13, 2013.

3. Given this market failure, the Commission has a duty to act to fulfill our statutory mandate of ensuring that ICS rates are just, reasonable, and fair. Ensuring that rates comply with the statute also has several positive public interest benefits. Studies have shown that family contact during incarceration reduces recidivism and allows inmates to be more present parents for the 2.7 million children who suffer when an incarcerated parent cannot afford to keep in touch. One commenter tells us that “[m]y family paid outrageous amounts, between \$300 and \$400 a month for the 10 months while I was incarcerated in the state of MD. Their

savings were drained just so they could correspond with their only daughter who was pregnant with their first grandchild at the time.” One mother writes: “I pay 40 dollars a week for calls. I can’t afford them but it puts a smile on my kid’s face;” another writes that her family has, at times, gone without food in order to pay these phone charges, “so we don’t grow apart and so my kids feel like they still have a father.” These 2.7 million children are already coping with the anxiety of having an incarcerated parent, and often suffer additional economic and personal hardships that hinder their performance in school. By charging inmates exorbitant phone rates, ICS providers prevent incarcerated parents from maintaining a presence in their children’s lives through regular phone contact. The testimony of a father in St. Cloud, Minnesota underscores the need for our efforts: “I want to be able to raise my child even if it’s over the phone for the time being. I would love to be in her life as much as possible, but it’s hard to do so when the phone [price] is steadily climbing higher and higher. I know I’m paying my debt to society for my crime, but I need to stay in contact with family.”

4. Furthermore, inmates given access to regular phone contact with family are less likely to return to jail or prison. A 2014 report by the Department of Justice found that a staggering 75 percent of individuals released from prison were rearrested within five years. Of the inmates who do find success and reintegrate after release, many credit phone contact and family support during their incarceration. As one former inmate writes, “The phone was my life line to that family and they got me through it intact. I thank God that my family was able to afford the phone calls. What happens to the families that can’t? We all end up paying for it.” Incarceration costs taxpayers an average of \$31,000 per inmate per year. If telephone contact is made more affordable, we will help ensure that former inmates are not sent home as strangers, which reduces both their chances of returning to prison or jail and the attendant burden on society of housing, feeding, and caring for additional inmates.

5. Another commenter stresses how regular phone contact makes prisons and jails safer spaces for inmates and officers alike:

I get to see my loved one once in every six months or so, and he doesn’t get any visitors apart from me, so calling daily helps him retain his sanity. I think the connection he’s given to his family is really important; there are so many times that he’s called really

angry at other inmates, saying that he just wanted to talk so that he can cool down and not start a fight. If calls are made more affordable, especially for indigent families, it may reduce prison violence as well as make the prisons a safer place for [corrections officers] to work in.

6. The record indicates that our interim interstate rate caps increased call volumes, without compromising correctional facility security requirements. Similarly, we expect our actions in this Order to reduce rates and increase call volume, while ensuring that ICS providers receive fair compensation and a reasonable return. Some commenters have argued that lowering ICS rates will compromise security in correctional facilities and fail to cover the cost of providing calling services. Some have even argued the financial strain from rate regulation could lead to correctional facilities banning inmate calls altogether. However, we find these assertions unpersuasive and unsupported by the record and our experience from the 2013 reforms.

7. While the actions taken to date have been positive in key respects (*e.g.*, lower interstate rates and increased interstate call volume), more remains to be done. The Commission adopted interim interstate rate caps, but over 80 percent of calls to and from correctional facilities are intrastate, and were not subject to the reforms of the *2013 Order*. Throughout this proceeding, the Commission has repeatedly called on states to reform inmate calling within their jurisdictions, but rates remain egregiously high in over half the states. The Commission has the legal authority to reform the rate structure for all ICS calls, and herein we determine it is appropriate and necessary to do so.

8. In addition, we commit to continue evaluating the impact of these reforms and to conduct a review in two years to evaluate the changes in the market and determine whether further refinements are appropriate.

**II. Executive Summary**

9. In the Order, we adopt comprehensive reform of all aspects of ICS to correct a market failure, foster market efficiencies, encourage ongoing state reforms, and ensure that ICS rates and charges comply with the Communications Act. As a threshold matter, we make clear that the reforms adopted herein apply to ICS offered in all correctional facilities, regardless of the technology used to deliver the service. Specifically, we take the following steps, which together form a comprehensive package of long-overdue reform to inmate calling services:

- Adopt tiered debit and prepaid rate caps that apply to all interstate and intrastate ICS, as well as a tiered rate cap for collect calling (which, after two years, will phase down to the rate caps adopted for prepaid and debit calls);
- Address payments to correctional institutions by excluding site commission costs from our rate caps (we otherwise discourage, but do not prohibit, ICS providers from sharing their profits and paying site commissions to facilities);
- Limit and cap ancillary service charges and address the potential for loopholes and gaming, including third-party services, thus addressing a disturbing trend in which ancillary service charges increased exponentially and unfairly, to the detriment of inmates and their families and in contravention of the statute;
- Prohibit ICS prepaid calling account funding minimums and establish an ICS prepaid calling account funding maximum limit;
- Establish a periodic review of ICS reforms, recognizing that further refinements may be appropriate as the marketplace evolves—thus complementing the Further Notice we initiate today (described in more detail below);
- Make clear that the rate caps and reforms we adopt today operate as a ceiling in states that have not enacted

reforms with equal or lower caps on rates and ancillary fees and that we will preempt state laws that are inconsistent with the federal framework;

- Take measures to address ongoing concerns with access to ICS by inmates and their families with communications disabilities, including requiring that the per-minute rates charged for TTY-to-TTY calls be no more than 25 percent of the rates the providers charge for traditional inmate calling services and that no provider shall levy or collect any charge or fee for TRS-to-voice or voice-to-TTY calls;

- Adopt a transition period for rate caps and ancillary service charge reforms of March 17, 2016 for ICS provided in prisons and June 20, 2016 for ICS provided in jails to enable providers time to adjust contracts if necessary, given that the reforms adopted herein constitute regulatory changes and thus may trigger change-in-law provisions in existing ICS contracts;

- Take measures to prevent possible gaming during the transition to the new rules adopted herein;

- Require annual reporting and certification by ICS providers, to allow the Commission to ensure compliance and enable monitoring of developments, and require the providers to be transparent with regard to disclosure of their rates and policies;

- Confirm that section 276 of the Act is technology neutral and thus any service—regardless of name—that meets the definitional criteria for “inmate calling services” is subject to our rules, including the reforms adopted today; and

- Make clear that ICS providers may seek waivers if they are unable to receive fair compensation or request that the Commission preempt inconsistent state laws, and encourage the Wireline Competition Bureau to resolve such waivers within 90 days of submission of complete information.

We adopt the following rate caps.

TABLE ONE

Size and type of facility	Debit/prepaid rate cap per MOU	Collect rate cap per MOU as of effective date	Collect rate cap per MOU as of July 1, 2017	Collect rate cap per MOU as of July 1, 2018
0–349 Jail ADP .....	\$0.22	\$0.49	\$0.36	\$0.22
350–999 Jail ADP .....	0.16	0.49	0.33	0.16
1,000+ Jail ADP .....	0.14	0.49	0.32	0.14
All Prisons .....	0.11	0.14	0.13	0.11

We prohibit any ancillary service charges except for the following.

TABLE TWO

Permitted ancillary service charges and taxes	Monetary cap per use/instruction
Applicable taxes and regulatory fees .....	Provider shall pass these charges through to consumers directly with no markup.
Automated payment fees .....	\$3.00.
Fees for single-call and related services, e.g., direct bill to mobile phone without setting up an account.	Provider shall directly pass through third-party financial transaction fees with no markup, plus adopted, per-minute rate.
Live agent fee, i.e., phone payment or account set up with optional use of a live operator.	\$5.95.
Paper bill/statement fees (no charge permitted for electronic bills/statements).	\$2.00.
Prepaid account funding minimums and maximums .....	Prohibit prepaid account funding minimums and prohibit prepaid account funding maximums under \$50.
Third-party financial transaction fees, e.g., MoneyGram, Western Union, credit card processing fees and transfers from third party commissary accounts.	Provider shall pass this charge through to end user directly, with no markup.

10. These reforms supersede the reforms adopted in the *2013 Order* and therefore will replace the interim interstate rate caps and cost-based framework previously adopted. Accordingly, the extensive reforms we adopt in this Order constitute material changes of law and may also trigger contractual force majeure clauses. To comply with the new rules we adopt herein, we therefore expect that ICS providers may need to renegotiate many of their contracts with correctional facilities but note that ICS rates in numerous states are already below our adopted caps.

11. While the steps we take today are significant, our work is not complete. With that in mind, in today's Further Notice, we seek additional comment on rates for international calls, promoting competition in the ICS industry, the benefits of a recurring Mandatory Data Collection, as well as a requirement that ICS providers file their ICS contracts with the Commission, video visitation, and other newer technologies to increase ICS options, and seek additional comment on the operations and economic impacts of providing those services as experienced by end users, correctional facilities, and ICS providers.

### III. Background

12. In 2003, Martha Wright and her fellow petitioners, current or former prison inmates and their relatives and legal counsel (Wright Petitioners or Petitioners), filed a petition seeking a rulemaking to address high long-distance ICS rates. The petition sought to prohibit exclusive ICS contracts and collect-call-only restrictions in correctional facilities. In 2007, the Petitioners filed an alternative rulemaking petition, asking the Commission to address high ICS rates by requiring a debit-calling option in correctional facilities, prohibiting per-

call charges, and establishing rate caps for interstate, interexchange ICS. The Commission sought and received comment on both petitions (Wright Petitions).

13. In December 2012, in response to the Wright Petitions, the Commission adopted a Notice of Proposed Rulemaking seeking comment on, among other things, the proposals in the Wright Petitions. The *2012 NPRM*, 78 FR 4369, Jan. 22, 2013, proposed ways to "balance the goal of ensuring reasonable ICS rates for end users with the security concerns and expense inherent to ICS within the statutory guidelines of sections 201(b) and 276 of the Act."

14. On August 9, 2013, the Commission adopted the *Inmate Calling Report and Order and FNPRM (2013 Order)*, finding that market forces were not operating to ensure that interstate ICS rates were just, reasonable, and fair. The Commission concluded that, in light of the absence of competitive pressures working to keep rates just and reasonable in the ICS market, the default of cost-based regulation should apply. As such, the Commission focused on reforming interstate site commission payments, rates, and ancillary service charges. The Commission also determined that site commission payments "were not part of the cost of providing ICS and therefore not compensable in interstate ICS rates." Analyzing data submitted into the record and public data, the Commission adopted interim per-minute interstate ICS safe harbor caps of \$0.12 for debit and prepaid calls and \$0.14 for collect calls and hard rate caps of \$0.21 for debit and prepaid calls and \$0.25 for collect calls. The Commission gave guidance to ICS providers regarding the process for obtaining waivers of the interim rate caps. The Commission also required that ancillary service charges be cost-based. At the time, the

Commission declined to address intrastate ICS, noting instead that it had "structured [its reforms] in a manner to encourage . . . states to undertake reform and sought comment on intrastate reforms as part of the FNPRM." Finally, the record indicates that as a result of our interim interstate rate caps, interstate call volumes have increased as much as 70 percent, while interstate debit and prepaid rates have decreased, on average, 32 percent and interstate collect rates have decreased, on average, 44 percent.

15. To enable the Commission to enact ICS reform, the *2013 Order* adopted a Mandatory Data Collection requiring ICS providers to file information regarding the costs of providing ICS, and an Annual Reporting and Certification Requirement for ICS rates. The Commission noted that the Mandatory Data Collection would help it "develop a permanent rate structure, which could include more targeted tiered rates in the future." Through the data collected pursuant to the Mandatory Data Collection, the Commission obtained significant cost and operational data, including ancillary service charge cost data, from a variety of ICS providers representing well over 85 percent of the ICS market.

16. Prior to the effective date of the *Order*, the United States Court of Appeals for the District of Columbia Circuit stayed three rules adopted by the Commission pending resolution of the appeal, including the rule requiring rates to be based on costs, the rule adopting interim safe harbor rates, and the rule requiring ICS providers to file annual reports and certifications. The court allowed other aspects of the *2013 Order* to take effect, including the interim interstate rate caps and Mandatory Data Collection. Due to the partial stay, the requirement that ancillary service charges be based on costs did not go into effect. As a result,

there have been no reforms to ancillary service charges and fees and they have continued to increase since the 2013 Order. The litigation has been held in abeyance pending resolution of this Order.

17. Since adoption of the 2013 Order, the Commission has continued to monitor the effects of its reforms on the ICS industry and pursue additional reform, including holding a workshop entitled “Further Reform of Inmate Calling Services” on July 9, 2014. The workshop evaluated options for additional ICS reforms, discussed the effects of the Order, the role ancillary service charges play in the ICS market, the provision of ICS at different types of facilities, and communications technologies beyond traditional payphone calling being deployed in correctional facilities.

18. *Second Further Notice of Proposed Rulemaking.* In October 2014, the Commission adopted a *Second FNPRM* (79 FR 69682) and sought comment on several proposals in the record urging comprehensive ICS reform. The proposals the Commission sought comment on suggested a variety of ways to deal with issues identified in the record, including rate caps, site commission payments, and ancillary fees that were offered by various entities with differing perspectives in addressing ICS reform. For example, three ICS providers, GTL, Securus, and Telmate, jointly filed a proposal to comprehensively reform all aspects of ICS. Several other individual ICS providers, including CenturyLink and Pay Tel, submitted their own proposals for reform. The Wright Petitioners, along with several public interest groups, also urged the Commission to consider its proposals for comprehensive reform. Finally, the Commission sought comment on costs incurred by correctional facilities in the provision of ICS and the data received in response to the Mandatory Data Collection.

19. *State Reforms.* Several states have undertaken ICS reform since the 2013 Order that reflect and are meant to address circumstances specific to their jurisdiction. The Alabama Public

Service Commission (Alabama PSC), for example, adopted comprehensive ICS reforms that include tiered intrastate rate caps as well as a restricted number of ancillary service charges at caps it established. The Minnesota Department of Corrections initiated a pilot program in a limited number of correctional facilities in which a flat rate of \$0.07 per minute is charged for all local and long-distance debit calls, bringing the cost of a 15-minute call to \$1.05, plus applicable tax. New Jersey recently entered into a new ICS contract lowering rates for all interstate and intrastate calls from state prison facilities to \$0.04348 a minute effective August 25, 2015. The Ohio Department of Rehabilitation and Correction reduced rates to \$0.05 per minute for all ICS calls as of April 1, 2015. In announcing its change, the Ohio Department of Rehabilitation and Correction noted that “[t]elephone calls are one of the primary means of inmates maintaining connections with family and loved ones during incarceration; maintaining these connections positively influences behavior in prison and the likelihood an offender will succeed upon release from prison.” Inmates in the West Virginia Division of Corrections now pay \$0.032/minute for all domestic ICS. We are pleased that some states have taken positive steps to reduce intrastate rates but remain concerned that many intrastate rates remain high and some have even increased following the 2013 Order. The actions we take today embrace previous reforms and encourage additional states to follow and enact more-tailored relief in their states. The framework we adopt today acts as a ceiling to enable reforms, such as those undertaken by New Jersey, Ohio, and West Virginia.

**IV. Report and Order**

*A. Rate Caps That Comply With the Statute*

20. In this section we adopt tiered rate caps for intrastate and interstate ICS that will allow providers to continue to offer safe and secure ICS while complying with the requirements of the Communications Act. These rate caps

will apply to jails, prisons and immigration detention facilities, secure mental health facilities and juvenile detention facilities.

21. A review of the record, including over 100 comments and replies, costs reported in response to the Mandatory Data Collection, and various *ex parte* filings, indicates that, notwithstanding our interim caps on interstate rates, more work still must be done to bring ICS rates in conformance with the mandates of the Communications Act. The record demonstrates that many interstate rates are not “just and reasonable rates as required by Sections 201 and 202” and that many interstate and intrastate rates result in compensation that exceeds the fair compensation permitted by section 276. The Commission’s finding in the 2013 Order that the marketplace alone has not ensured that ICS rates are just, reasonable, and fair remains true today. Nor has the risk of complaints filed under section 208, or enforcement actions pursuant to section 201(b) or section 276, been sufficient to keep ICS rates at levels that are just and reasonable and fairly compensatory. We therefore act, pursuant to our statutory authority, to ensure that ICS rates comply with the Communications Act, while balancing the unique security needs related to providing telecommunications service in correctional institutions and ensuring that ICS providers receive fair compensation and a reasonable return on investment.

22. Specifically, we adopt a rate cap of \$0.22/MOU for debit and prepaid calls from jails with an ADP of 0–349; a \$0.16/MOU cap for debit and prepaid calls from jails with an ADP of 350–999; and a \$0.14/MOU cap for debit and prepaid calls from jails with an ADP of 1,000 or more. Debit and prepaid calls from prisons will be capped at a rate of \$0.11/MOU. Collect calls from jail facilities will be capped at \$0.49/MOU and collect calls from prison facilities will be capped at \$0.14/MOU until July 1, 2017, and then transition down on an annual basis to the applicable debit/prepaid rate cap as described herein.

TABLE THREE

Size and type of facility	Debit/prepaid rate cap per MOU	Collect rate cap per MOU as of effective date	Collect rate cap per MOU as of July 1, 2017	Collect rate cap per MOU as of July 1, 2018
0–349 Jail ADP .....	\$0.22	\$0.49	\$0.36	\$0.22
350–999 Jail ADP .....	0.16	0.49	0.33	0.16
1,000+ Jail ADP .....	0.14	0.49	0.32	0.14
All Prisons .....	0.11	0.14	0.13	0.11

23. In the subsections that follow, we describe our methodology for adopting these rate caps. Specifically, we: (1) Discuss the decision to adopt a tiered structure that distinguishes between jails and prisons, and, within jails, based upon ADP, (2) describe the reasoning for adopting the specified tiers, (3) describe the methodology and analysis supporting the specific rate caps adopted, using a carefully considered combination of analysis of the Mandatory Data Collection (including evidence suggesting that some providers submitted inflated cost data), successful reform in certain states, experience with the interim rate caps, and other data in the voluminous record of this proceeding, (4) explain the need for a temporary, separate rate for collect calls, which will phase out over a two-year period to equalize the rate for these calls with those of debit/prepaid calls, (5) reject per-call/per-connection charges and flat-rate calling as inherently unjust, unreasonable, and unfair in contravention of the statute, and (6) explain our legal authority to adopt these reforms.

#### 1. Tiered Structure Distinguishing Between Jails and Prisons

24. Before determining the specific amount of any rate caps, a key question before us is the appropriate rate structure for ICS—*i.e.*, whether there should be a single unitary rate for inmate calling services regardless of the facility type or size. We find in this Order that the record supports distinguishing between the type of facility (jails vs. prisons) as well as, for jails, tiering based on the size of the facility.

##### a. Justification for Separate Tiers

25. In both the 2013 FNPRM (78 FR 68005) and Second FNPRM, the Commission sought comment on rate tiering. In the Second FNPRM, the Commission also sought comment on the appropriate definition of “prison” and “jail,” and on the potential suitability of rate tiering based on differences between jails and prisons as well as population size. As discussed below, there was substantial record support for such an approach.

26. *Background.* Some commenters support differentiating rates between different facility types or sizes. For example, Petitioners assert that the “cost of providing service in these large facilities is substantially less than the cost of providing service in small jails, and that ICS providers can serve these larger facilities with less administrative costs.” Other commenters assert that “characteristics unique to different

types of facilities” should lead to rate tiering. Some commenters contend that it costs more to provide ICS in smaller jails than it does in larger jails. These parties argue that a one-size-fits-all rate cap will not work, ignores the record and likely will lead to a violation of sections 201 and 276 of the Act. We note that the Alabama PSC recently adopted rate tiers tied to facility type, with separate rates for jails and prisons.

27. The Los Angeles Sheriff’s Department advocates that the Commission “resist the temptation to set uniform rates” because the differences in security requirements, inmates, age, infrastructure and maintenance needs of facilities must be accounted for in the Commission’s decision-making process.” The California State Sheriff’s Association echoes these concerns, explaining that in California, the smallest jail can hold a maximum of 14 inmates, while the largest jail can hold a maximum of over 14,000 inmates, and contends that accounting for these differences “is much more important and realistic than attempting to craft a single ‘solution’ for uniformity’s sake.” NCIC also supports tiering in order to “balance the needs of inmates, their families, correction facilities and ICS providers.”

28. Moreover, some commenters assert that, without tiering, providers serving small- to medium-sized jails “would likely be forced out of the market, particularly if the larger companies cross-subsidize between low-cost (Prison) and high-cost (Jail) facilities” because it is more costly to providers to serve smaller facilities (as confirmed by our analysis of the Mandatory Data Collection). Additionally, there is evidence that some large ICS providers refuse to bid on contracts to serve only smaller institutions—suggesting again that the cost structure of serving smaller institutions is higher than that of larger institutions.

29. Other commenters, however, disagree with a tiered rate approach and counter that the Commission should continue to impose unitary rate caps, similar to the current, interim rate caps. These commenters contend that unitary rates are less complex to understand and to administer, and that no real difference exists between the cost of serving jails and prisons. For instance, GTL and CenturyLink contend that “there is no clean proxy for cost that could be relied upon to create tiers.” Additionally, some commenters argue that adopting tiers based on a prison/jail distinction would be arbitrary, especially as many large providers serve both prisons and jails. Securus claims

that “to adopt vastly different calling rates based on that empty [jails vs. prisons] distinction would constitute dissimilar treatment of customers that plainly are similarly situated,” which it asserts is “unjustifiable.”

30. *Discussion.* Based on the record and market evidence, we find that tiering based on jail versus prison is appropriate, and therefore reject proposals that we should adopt a unitary rate similar to the unitary rate caps adopted in the 2013 Order.

31. In the 2013 Order, the Commission found it appropriate to adopt interim unitary rates for a number of reasons. First, the Commission observed the challenges to setting interim rates, including the fact that although the Commission relied on the best data available to it at the time, that data represented a very small subset of data, and included cost data from locations with varying cost and call volume characteristics. Second, the Commission noted that it considered setting different rate caps based on the size or type of correctional facility, but stated that “the record contains conflicting assertions as to what those distinctions should be.” Instead, the Commission adopted interim interstate rate caps “for correctional facilities generally,” “based on the highest cost data available in the record, which [it] anticipated will ensure fair compensation for providers servicing jails and prisons alike.” Finally, the Commission noted that unitary rates were the focus of the original petition for rulemaking and the focus of the majority of comments at that time. Upon release of that item, the Commission adopted the Mandatory Data Collection to “enable [it] to take further action to reform rates, including developing a permanent cap or safe harbor for interstate rates, as well as to inform our evaluation of other rate reform options in the Further Notice.” The responses to the Mandatory Data Collection have greatly expanded the cost data available to us for analysis.

32. We conclude that adopting tiered interstate and intrastate rates accounts for the differences in costs to ICS providers serving smaller, higher-cost facilities, such as the vast majority of jails. A similar concern applies to the potential for over-compensating ICS providers serving larger, lower cost facilities, such as very large jails and prisons. We agree with those commenters who assert that the \$0.20 and \$0.24 rate caps proposed in the Joint Provider Proposal could result in excessive profits for the largest providers to the detriment of end users who would have to pay inflated rates far

above the providers' costs. For example, in the public portion of its cost data filing Securix noted that its overall cost per minute across all of its ICS contracts is \$0.1776. GTL similarly provided its overall cost per minute across all ICS contracts, which it estimated at \$0.1341. These averaged, self-reported, costs are well below the \$0.20 and \$0.24 rate caps proposed by these same providers in the Joint Provider Proposal.

33. The record, and our analysis of costs reported in response to the Mandatory Data Collection, support rate tiering because, holding other factors constant, the costs to serve prisons are lower than to serve jails. This is not surprising. Prisons typically have more stable, long-term inmate populations. For example, there is less than one percent inmate churn in prisons per week compared to an average of 58 percent inmate churn in jails. The record suggests that higher churn rates increase costs to process and grant a new inmate access to calling services, and also when an inmate exits a facility. The record also indicates that prison inmates make fewer but longer calls and providers appear to incur fewer bad debt costs when serving prisons.

34. We also find that economies of scale, such as the recovering of fixed ICS costs over a larger number of inmates, support the tiering approach we adopt today. In the *2013 Order*, the Commission noted that unit or average costs of providing ICS were decreasing as scale increased because of, for example, centralized application of security measures and "the ability to centrally provision across multiple facilities." More generally, providers of ICS typically incur a range of costs that do not scale with volume, sometimes known as fixed costs. For example, the cost of a calling center is largely shared over a provider's entire operations, so the unit costs of the calling center fall quickly as call volumes increase. Similarly, the cost of connecting a facility to the ICS provider's network increases at a much lower rate when minutes of use increase. Indeed, in general, the incremental cost of a minute of use is almost zero. The Kansas Department of Corrections echoes these findings, stating in its support for rate tiering that "[t]he cost to provide an ICS is largely driven by the size of a facility and length of stay. Larger facilities benefit from the economies of scale that allows agencies and ICS providers to spread the cost among a larger population." Pay Tel also reports that there are material fixed costs in providing ICS which can be distributed across larger facilities, like prisons, more readily than smaller

facilities such as jails. Indeed, many ICS providers currently offer service to multiple facilities under one contract, reflecting the benefits of centralizing fixed costs across a larger base of customers. Lastly, ongoing industry consolidation supports our finding that there are economies of scale in the provision of ICS, *i.e.*, the incentive to become more efficient through scale is an incentive for providers to enter into mergers.

35. Recent state reforms also support tiering. Indeed, the Alabama PSC recently adopted rate tiers tied to facility type with separate rates adopted for jails and prisons. In December 2014, the Alabama PSC adopted a rate structure that "provides lower rates [for prisons] in recognition that the per-minute costs for service in prisons is lower than it is for jails." In order "to ensure ample opportunity to correct any funding shortfalls resulting from potential reductions in site commissions," the adopted rate caps included a two-year phase-down period from \$0.30/minute to \$0.25/minute for collect and debit/prepaid calling from jails and \$0.25/minute to \$0.21/minute for debit/prepaid calling from prisons, while the prison collect rate stays at the initial \$0.25/minute rate cap.

36. We disagree with assertions that a tiered rate structure would be difficult for the Commission to administer, for ICS providers to implement, and for correctional officials to oversee. Those commenters who make such assertions already charge different rates across different ICS contracts and provide no real evidence or support for why rate tiers would be any more difficult or challenging than their current approaches.

37. For all of these reasons, we conclude that adopting rate tiers based on facility type as well as size, or ADP, allows us to recognize the differences in the costs of serving facilities of different types as well as providing multiple checks to prevent gaming or manipulation as discussed below. Tiering will limit "the impact of the higher rates to those facilities most in need, while ensuring that the vast majority of ICS calls are charged at a rate commensurate with the cost of providing the ICS service."

#### b. Determination of Facility Type and Average Daily Population

38. *Defining Jails and Prisons.* Given that our rates will differ for prisons and jails, it is necessary to define these key terms with specificity. The Commission sought comment on defining the terms "prison" and "jail" in the *Second FNPRM*. Subsequent to the *Second*

*FNPRM*, several commenters provided suggested definitions. We have considered these submissions and adopt the following definitions.

39. Specifically, for purposes of this proceeding a jail is defined as the facility of a local, state, or federal law enforcement agency that is used primarily to hold individuals who are: (1) Awaiting adjudication of criminal charges, (2) post-conviction and committed to confinement for sentences of one year or less, or (3) post-conviction and are awaiting transfer to another facility. The term also includes city, county or regional facilities that have contracted with a private company to manage day-to-day operations; privately-owned and operated facilities primarily engaged in housing city, county or regional inmates; and facilities used to detain individuals pursuant to a contract with U.S. Immigration and Customs Enforcement (ICE) and facilities operated by ICE. For purposes of this proceeding a prison is defined as a facility operated by a territorial, state, or federal agency that is used primarily to confine individuals convicted of felonies and sentenced to terms in excess of one year. The term also includes public and private facilities that provide housing to other agencies such as the State Departments of Correction and the Federal Bureau of Prisons; and facilities that would otherwise fall under the definition of a jail but in which the majority of inmates are post-conviction or are committed to confinement for sentences of longer than one year.

40. *Facility or Institution.* The record indicates concern that some ICS providers may try to take advantage of the rate tiering structure we adopt in this Order by increasing the number of "facilities" in which they are allowed to charge the higher rate caps adopted for smaller jails above. For example, ICS providers may do this, commenters explain, by seeking to divide a detention facility into sub-units, such as wards or wings. The Commission sought comment on these possibilities in the *Second FNPRM*. Comments received in response confirmed that concerns that providers might try to game our rules were justified. Such gaming would be contrary to this Order, and would serve to frustrate the underlying purposes of sections 201 and 276 of the Communications Act. It would allow providers to appear as though they are serving smaller jails than they actually are, even though they achieve economies of scale by combining multiple small facilities under a single contract, because they are able to centralize services, like call monitoring

and recording, thereby reducing their overall costs. In order to establish and maintain just, reasonable, and fair ICS compensation, we must consider these issues and take steps to ensure that our adopted tiered rate caps cannot be undone by gaming.

41. As such, we find that a jail, as defined above, and a prison, as defined above, cannot be divided into multiple wings, units, or wards by, for example, for the purpose of taking advantage of our tiered rate caps. If interested parties believe such gaming is occurring they may bring the issue to the Commission's attention, at which time the Commission will review the totality of the circumstances (*e.g.*, treatment of the facility under state law, relevant contracts, physical attachment or proximity of units, etc.) to determine whether unlawful gaming has occurred.

42. *Average Daily Population for Jails.* As an initial matter, for purposes of the reforms adopted in this Order, the initial average daily population will be the sum of all inmates in a facility each day in the 12-month period prior to the effective date of this Order divided by the number of days in the year. This definition is consistent with that used by the Department of Justice's Bureau of Jail Statistics. We note that correctional institutions often publicly report their ADP. This publicly-reported population data should be used, where available, to determine the appropriate ADP for a facility. Going forward, when the relevant ADP is not publicly reported, beginning with January 31, 2017, the ADP will be calculated on a calendar year basis as the sum of all inmates in a facility each day between January 1 and December 31 of the previous year, divided by the number of days in the year. The applicable ADP will then be determined as of January 31 of each year pursuant to the ADP from the previous year and will remain in effect throughout that year. Consistent with this approach, if a correctional facility adds a new building or wing to a facility, the inmate population of the new wing will not be accounted for immediately. Rather, the inmate population of a new building or wing will first be considered in the calculations for ADP to be applied in the following year. For example, if a new wing is established anytime between January 1, 2017 and December 31, 2017, its inmate population during this time frame will be included in the ADP to be applied on January 31, 2018. We find this to be the most administratively efficient and feasible option, rather than potentially having numerous rate changes during a calendar year. New buildings or wings

may not be filled immediately, and it may take some time before population levels in a newly-established wing increase enough to push the facility as a whole into a new tier. We find these detailed definitions are necessary to ensure that end users are charged just, reasonable, and fair rates and that ICS providers receive fair compensation for the costs they incur in providing ICS to smaller and larger facilities.

43. *Categorization of Certain High-Cost Facilities.* In the *Second FNPRM* the Commission sought comment on suggestions that it either exclude from any adopted rate caps what are reported to be high-cost facilities, such as juvenile detention facilities or secure mental health facilities, or provide a blanket waiver for such facilities. While the Commission did not request that providers separately calculate and report their costs for providing service to secure mental health facilities or juvenile detention facilities outside of jails or prisons in response to the Mandatory Data Collection, we agree with commenters that these facilities may be more costly to serve due to the smaller number of inmates. This is also consistent with our analysis above. We therefore conclude that the costs of providing ICS to juvenile detention facilities and secure mental health facilities are more akin to providing service to jail facilities. To the extent that juvenile detention facilities and secure mental health facilities operate outside of jail or prison institutions, they will be subject to the jail rate caps adopted herein.

## 2. Tiers for Jails

44. After placing issues relating to the Mandatory Data Collection out for public comment, the Bureau reviewed written comments, met with interested parties, and adopted a template for submission of required data in the Mandatory Data Collection. In it, the Bureau directed ICS providers to document applicable costs and fees by "contract size." Potential contract size categories for jails include 0–99, 100–349, 349–999, and 1000 ADP and greater, and potential categories for prisons include 1–4999, 5000–19,999, and 20,000 ADP and greater.

45. The Commission sought comment on proposed rate tiering in the *Second FNPRM*. Pay Tel asserts that it supports three rate tiers, one for "small-to-medium sized jails (less than 350 ADP) based on 'demonstrated operational and functional differences between prisons and jails—and the cost differences associated with [the] provision of ICS therein.'" Petitioners support a two-tiered structure and suggest rate caps for

facilities with 0–349 ADP and facilities with 350 and over ADP in order to take into account the "alleged higher costs incurred by small jails. The Joint Provider Proposal does not favor any rate tiers. Securus asserts that if the Commission adopts a tiered rate structure, "the tiers should be defined in a way that account[s] not only for ADP but also differences in the investment required to serve a site. . . . And, as Securus previously has stated, ADP must be very closely defined such that carriers cannot game the system in the way that they report those figures."

46. In this Order we adopt rate tiers based on the following ADP for jails: 0–349, 350–999, and 1,000 and greater. We adopt these rate tiers for jails because we find that they most closely resemble the breakdown between small-to-medium jails, large jails, and very large, or mega-jails. We have decided not to include a 0–99 ADP breakdown in the rate tiers in part because, according to the Bureau of Justice Statistics, jails with an ADP under 99 make up less than 10 percent of the inmate population. We also believe that adopting fewer tiers than those requested in response to the Mandatory Data Collection responds to comments in the record expressing concern over potential confusion and burden of multiple rates. By adopting these tiers for jails, we conclude that our rate caps will most closely conform to the costs as filed in the record. As a group, jails are more varied than prisons and, as we have discussed herein, there are economies of scale to be gained as facility size increases. Finally, as discussed below, the data received in response to the Mandatory Data Collection support these tiers.

47. Below we explain how we have determined that our prescribed rates will allow efficient providers to recover their costs. We rely principally upon: (1) Analysis of data received in response to the Mandatory Data Collection, which shows that firms operating efficiently would earn substantial profits under our prescribed rates, (2) evidence suggesting that providers' reported costs in response to the mandatory data collection are overstated, and (3) other evidence in the record, including ICS providers' provision of service in jurisdictions with rates lower than those we prescribe here.

## 3. Determination of Specific Rate Caps

48. Having determined the basic structure of rate caps, we describe the methodology for the specific rate caps within that structure. Specifically, we find that the following rate caps will ensure that ICS rates are just,

reasonable, and fair for inmates, their families and loved ones, as well as the ICS providers, and will incorporate the costs associated with the necessary security protocols: \$0.22/MOU for debit and prepaid calls from jails with an ADP of 0–349; \$0.16/MOU for debit and prepaid calls from jails with an ADP of 350–999; and \$0.14/MOU for debit and prepaid calls from jails with an ADP of 1,000 or more. Debit and prepaid calls from prisons will be capped at a rate of \$0.11/MOU. Collect calls from jails will be capped at \$0.49/MOU and collect calls from prisons will be capped at \$0.14/MOU until July 1, 2017, and then transition down to the appropriate debit/prepaid rate cap.

a. Marketplace Evidence of Rates in Certain States

49. Evidence of rates at the state level generally provides further support that the rate caps we adopt today allow sufficient room for providers to earn a fair profit. As noted above, Ohio eliminated site commissions and reduced ICS rates by 75 percent to \$0.05 for Ohio Department of Rehabilitation and Correction (ODRC) facilities. West Virginia's Division of Corrections recently reviewed bids without regard to site commissions offered by the bidders (*i.e.*, the DOC did not take site commissions into account in deciding the winning bidder). New Jersey recently awarded an ICS contract for state prisons that eliminated site commission payments and reduced rates below \$0.05 per minute, yet the winning bidder, GTL, reported to the Commission average 2012 through 2013 ICS costs of [BEGIN CONFIDENTIAL] [END CONFIDENTIAL]. The Pennsylvania Department of Corrections (DOC) contracted with Securus at a \$0.059 per-minute rate for all ICS and the elimination of all ancillary fees, while offering a 35 percent site commission, even though Securus reported to the Commission that its average cost of providing ICS over 2012 and 2013 was [BEGIN CONFIDENTIAL] [END CONFIDENTIAL]. Similarly, in New Hampshire, the state DOC lowered intrastate rates to less than \$0.06 per minute with a 20 percent site commission. That providers bid for these contracts, and supply ICS at rates consistent with these constraints, strongly suggests that efficient providers can provide ICS at rates closer to \$0.05 per minute—less than half of our lowest rate cap of \$0.11 per minute. This is not surprising, as a per-minute rate of approximately \$0.05 per minute approximates the lowest average per-minute costs reported to us. We observe that it is unlikely that any provider

would supply any state if the rates allowed in those states did not at least cover the incremental costs of supplying each of those states, which further suggests that reported costs may be inflated. We also note that no provider clearly argued that such rate levels are the result of cross-subsidization, and there is no data in the record to support such a conclusion. While one provider made statements unsupported by data that might be so interpreted, those statements are too vague to evaluate.

b. Analysis of Data Received in Response to the Mandatory Data Collection

50. *Rate Methodology.* In the 2013 Order, the Commission adopted the Mandatory Data Collection to enable it “to take further action to reform rates, including developing a permanent cap or safe harbor for interstate rates, as well as to inform our evaluation of other rate reform options in the Further Notice.” In 2014, the Wireline Competition Bureau (Bureau) developed a template and related instructions for ICS providers to use in responding to the Mandatory Data Collection. The Commission also provided notice of the data collection, its due date, and information on contacting Bureau staff available to answer specific questions on how to comply with the filing requirement and the template and instructions. The instructions, template, and other related material were posted on the Commission's Web site, and the data collection due date was announced by Public Notice which was also published in the **Federal Register**, 79 FR 35956, Nov. 21, 2014. Responsive data were received in August 2014.

51. The Commission directed the Bureau to create the template in a manner intended to allow a provider to include all costs incurred in the provision of ICS. Without limiting or restricting costs or cost categories, the Bureau directed providers to report their ICS-related costs for telecommunications, equipment, and security, as well as any costs not captured in these categories (*i.e.*, “other costs”). The Commission directed providers to submit the data for fiscal years 2012, 2013, and 2014, which provided the two most recent years of actual data and one year of partial actual and partial forecasted data. Providers were required to report intrastate, interstate and international ICS cost data in the aggregate for debit, prepaid, and collect calling services. For each service, providers were required to identify which costs were direct or common, and to allocate costs by facility type and size. Providers also

submitted call volume data (MOU and number of calls) for each category. The Commission received data filings from 14 of the 25 anticipated ICS provider respondents. We estimate that the 14 responding providers together represent over 90 percent of the market.

52. The debit and prepaid rate caps we adopt are based on 2012 and 2013 data submitted by the 14 responding providers. The caps rely on the 2012 and 2013 data because it represents actual, rather than projected, data, and allows averaging across the two years to account for cost variations that may occur between the years. Costs per minute were calculated using a weighted average per minute cost (which is the same as dividing aggregate costs (*i.e.*, the entirety of all costs reported by the providers for any category) by aggregate minutes of use in that category). This prevents small outliers from having a disproportionate impact on our analysis.

53. Based on the record and our analysis described below, we believe the applicable rate caps will ensure just, reasonable and fair compensation for ICS. We have relied on the cost data and allocations as submitted by ICS providers in calculating these rate caps. We note that the providers cost data reflect their determinations about how to allocate certain common costs, such as call centers and back-office operations. It is generally understood that an economically rational provider will serve a facility if it can recover its incremental cost of doing so, which the record and our analysis indicate will be the case. We take the data at face value, even though the analysis shows that there is significant evidence—both from our own analysis and commenters' critiques—suggesting that the reported costs are overstated. We also find support in the record evidence of increased demand and additional scale efficiencies, which are not included in our quantitative analysis. Our analysis and the record evidence support our conclusion that efficient providers would be able to operate profitably under our rate caps.

54. *Discussion and Analysis.* Based on the record and our own analysis described below, we find that our prescribed rate caps as outlined above are more than sufficient to allow providers to recover efficiently-incurred ICS costs (excluding reported commissions).

55. The record supports our conclusion. Coleman Bazelon, economics consultant for the Wright Petitioners, analyzed our rate caps and concluded that they “will largely cover the individual ICS providers' costs in

providing service.” [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] The Bazelon economic analysis does not take into account the evidence that lower rates will spur demand, such that the vast majority of the industry costs will be covered by the rates adopted today.

56. ICSolutions, an ICS provider, states that it “can comply with the proposed rules” and notes that this “strongly suggests that any entity failures in the industry are likely a result of inefficient operations.” NCIC also supports our rate caps. Praeses “believes that Providers will generally be able to provide services pursuant to these rate caps at a profit.” Praeses also reports that interstate call volume and resulting revenue have increased since our 2013 interim reform, with facilities operated by its clients seeing approximately 76 percent interstate call volume increases and overall interstate revenue growth of approximately twelve percent. This is unsurprising, as reduced prices typically lead to higher volume. ICSolutions reports seeing call volumes increase “by as much as 150%, and revenues increase by about 30%” when it implements lower call rates. In addition, our rate caps are generally higher than rates that have been adopted in several states that have undertaken reform and there is no evidence in the record that such rates have made provision of ICS unprofitable. Also, nothing in the record suggests that states that have adopted such reforms are different from those states that have not adopted reform with respect to either costs or revenues.

57. Our own analysis likewise shows that the rate caps will permit just, reasonable, and fair recovery for the provision of ICS. Our approach is conservative in its analysis of both costs and call volumes (and hence revenues). It includes all the reported data, assumes they do not overstate costs, and takes no account of likely increases in call volumes that our rates would induce, thereby understating expected revenues. This analysis thus likely reflects a worst-case scenario, and, as discussed below, even in the worst-case scenario, our rates are fair and reasonable.

58. *Costs.* Our analysis of costs supports our conclusion that efficient providers will be assured just, reasonable, and fair compensation under our rate caps. In particular, based on the unaudited costs for 2012 and 2013 reported by the 14 respondents to the Commission’s Mandatory Data Collection, the lowest rate cap we prescribe (\$0.11) is greater than the average per minute cost of each of the

more efficient reporting providers. Two of these providers are quite small, and operate in relatively small jails only. As a result, as discussed below, the expected efficient cost of these small providers on a per minute basis is likely higher than the efficient costs larger reporting providers face, which implies that larger providers should also be able to operate at a profit at our prescribed prices. We recognize that some providers may supply a range of services that go beyond ICS, and the prices that they charge may be used to cross-subsidize these services. However, we do not consider it appropriate for non-ICS services, such as location-monitoring, to be paid for by inmates and their families and friends through ICS rates.

59. Further, we find that providers reporting high costs could recover those costs and receive just, reasonable, and fair compensation under our rate caps through increased efficiencies. Our analysis suggests that providers generally may have been over inclusive in reporting their costs and that the supply of ICS is not fully competitive, implying that the adopted rate caps are conservative. We also note that no providers have submitted evidence that their higher costs may be attributable to higher-quality or more technologically-advanced ICS.

60. Other evidence reinforces our view that respondents’ reported costs may in some cases exceed economic costs, and lead us to conclude that our prescribed rate caps will allow efficient firms to recover their economic costs, including a reasonable return. For example, the average per-paid minute cost of each of the seven largest firms substantially exceeds the average per-paid minute average cost of each of three smaller providers. This data point suggests these larger firms are either economically inefficient or that they overstated their costs of ICS provision. On one hand, if there were economies of scale or constant returns to scale in production of calls or call minutes of use, then larger firms would have lower or the same average costs as the smaller firms, implying that these larger firms’ reported costs are above efficient levels. On the other hand, if there were diseconomies of scale (that is, the average per-minute cost rises with MOU volumes), then these firms are inefficiently large (they would be more effectively broken up into smaller firms), and we should not subsidize that anomaly.

61. More generally, we find above that average costs should fall with the provider’s size. However, the reported data (implausibly) show only a very

weak negative relationship between average costs and the number of calls or MOU. Similarly, the data (again implausibly) do not support *a priori* assumptions about underlying costs. For example, regression analysis indicates that the firms’ costs were highly correlated with different measures of MOU, type of call, and facilities serviced. However, in most specifications the coefficients associated with the MOU and call variables were implausible: they were typically well above the expected marginal cost of an additional MOU. Further, in some specifications, the differences between the marginal costs of different types of calls were implausibly large and statistically significant. Both of these facts (the lack of scale economies in call production and minutes of use and oddities about reported marginal costs) suggest that the data do not reflect the actual economic costs of supply and lead us to doubt the extent to which reported costs accurately reflect efficient costs. Additionally, reinforcing our view that reported costs are inefficiently high, there is evidence that some of the providers’ costs include services that are not directly related to the provision of ICS. In short, all these observations make it all the more likely that our prescribed rate caps would allow an efficient provider to earn economic profits.

62. There is also evidence that competition to supply ICS may not always be robust, which in turn suggests providers are able to earn more than economic costs, and if faced with lower revenues, may remain profitable. The most important evidence in this last respect is that the providers’ unaudited cost data show that roughly similarly situated providers have substantially different costs. This not only suggests that the higher cost providers are unlikely to be economically efficient, but also that if they were to operate more efficiently, they would have no difficulties in recovering their economic costs. For example, a lack of robust competition would explain why the reported cost data does not seem reflective of underlying costs (a result that is inconsistent with effective competition). Analysis of that data also finds a tight relationship between costs and output levels, both when commissions are included and excluded. This suggests a high degree of homogeneity in the industry between reported costs (with and without commissions) and output. One might expect such results if all bids for ICS were either competitive or non-competitive, but, as noted, other aspects

of the cost data are inconsistent with competition, and other evidence suggests competition, if it exists, is not found everywhere.

63. Two of the six smallest responding providers when ranked by paid MOU would earn substantial imputed profits at our prescribed rates. For example, over 2012 and 2013, [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] had an average per paid minute cost of \$0.05 (and a similar average per all minute cost) when rounded to the nearest \$0.05, earning imputed profits of well over 200 percent. Similarly, in 2012 and 2013, [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] had an average per-paid minute cost of \$0.10 when rounded to the nearest \$0.05, earning imputed profits in excess of 100 percent.

64. In contrast, our conservative approach imputed reductions in providers' ability to recover costs under our initial rate caps to seven of the reporting providers, but we find that all of these providers would be highly profitable if their cost structures resembled those of the two small efficient firms we identified. Four of these are among the six smallest responding providers. Each reported average per-paid minute costs over 2012 and 2013 of \$0.25 or higher. That is, in all cases their average per-paid minute costs were more than two and a half times, and in some cases several multiples of, the highest paid MOU average cost of the two small providers with imputed profits. Consequently, if these four providers' average costs were halved, so that they still exceeded those of the two small providers with imputed profits, then all four would operate at a profit given our conservative revenue assumptions. The remaining three providers with imputed reductions in cost recovery are considerably larger than the two small providers with imputed profits discussed above, and more than one supplies services in prisons as well as jails. Yet, each has an average per-paid minute cost that is at least three times as high as that of [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] (which we found to have large imputed profits). Again, if these providers' costs were considerably closer to, but still well above those of [BEGIN CONFIDENTIAL] [END CONFIDENTIAL], then they would be able to earn profits while charging rates consistent with our prescribed rate caps. In the two subsequent years, providers' ability to recover costs would change, but in all cases if these providers were as efficient as the two efficient providers discussed above, they would earn an

economic profit in all of the years discussed.

65. *Revenue.* Turning to revenue, our analysis likewise demonstrates that our rate caps permit fair, reasonable, and just compensation. Once again, we take the provider's data as filed despite the evidence that they are overstated. Moreover, even assuming the same call volumes as experienced in 2012 and 2013, no other revenue sources, and no improved efficiency in service provision, we can impute in the initial year that all providers, if operating efficiently, would be profitable under our prescribed rate caps. With more realistic assumptions (greater call volumes, revenues from ancillary services, and productivity improvements), it is likely that any provider facing imputed revenue reductions in the range of 10 percent would remain profitable even if its reported costs were not overstated (and we find to the contrary). For example, for the reasons described below and based on record filings, capping rates is likely to increase minutes of use, thus raising revenues, and this would likely make up for such imputed reduction in revenue. The few remaining providers potentially could face larger imputed reductions in revenue (assuming their reported costs were efficient). However, these providers have reported costs significantly higher than the industry average, even more strongly suggesting that they are likely to be inefficient providers. In any event, to the extent such providers can demonstrate that they are unable to receive fair compensation under our rate caps, they would be eligible to seek a waiver as described below.

66. In short, our revenue estimates are likely understatements, for the reasons described below. We also find that many of the providers' reported costs are likely to be higher than efficiently-incurred costs, and this is specifically the case for the carriers just discussed. Consequently, we have a high degree of confidence that our prescribed caps would allow efficient providers of ICS to operate profitably.

67. Our revenue imputation likely underestimates the actual revenues providers would obtain for four reasons. First, our analysis does not take into account the demand stimulation from lower rates. But there is substantial record evidence showing that, to the extent that our caps lower existing rates, they will increase minutes of use and raise provider revenues.

68. Second, we impute rates that in some cases will be lower than the rates the providers may actually charge. The resulting revenue underestimate could

be material for six of the providers for which we impute losses at our prescribed rate caps, meaning that as a practical matter they could make up for any shortfall. All these providers have jail contracts with ADPs of at least 350, and some of these providers have a large number of such contracts. To estimate each provider's revenues under the rate caps we adopt today, we calculate the revenues the provider would have earned given the MOU the provider reported for 2012 and 2013 for debit and prepaid calls in the three different jail size categories, 0–349, 350–999, and 1,000+, for prisons, and for collect calls (so, for example, if a carrier had 1,000 debit MOU in the 0–349 category, we assume the provider would earn \$220 (= 1,000\*\$0.22)). This approach can understate revenues because providers reported contracts according to *the sum of the ADP of the facilities covered under the contract*, but in some cases providers will charge different rates in different facilities supplied under the same contract. In that case, when the contract has an ADP of 350 or more, but the provider serves under the contract jails with an ADP that is lower than the contract ADP, our estimate will understate the revenues they would have earned if our prescribed rates were applied. For example, a contract with an ADP of between 350 and 999 that currently sets different rates for different facilities might cover three jails, each with an ADP of 150. In that case, while we would impute a rate of \$0.16 to the prepaid and debit MOU reported under that contract, in reality the provider could be entitled to the \$0.22 rate cap on all those MOU. Similarly, all jails reported under contracts with an ADP of 1,000 or more were imputed the debit and prepaid rate of \$0.14, but some of these jails could have ADPs of less than 1,000, and in some cases of less than 350. If the contract specified separate rates by facility, then the provider could be entitled to either the \$0.16 or the \$0.22 rate in those smaller jails.

69. Third, our analysis also does not take into account the caps that we impose on ancillary service charges, which likely will lead to an increase in minutes of use. Finally, our analysis does not take into account the fact that international calls are not subject to our rate caps and therefore, such calls will produce more revenue than reflected.

70. A few providers, including GTL, Securus and Telmate, contend that our rate caps are too low and will not allow them to recover their costs. Others assert that our rate caps may be too low with respect to particular facilities. Some representatives of jail facilities express concern that the provision of ICS in

their facilities may be in jeopardy. Based on our analysis and the record, we find these assertions unpersuasive. Several providers dispute their claims, noting that GTL, Securus, and Telmate failed to break out their costs by facility type, and proposed rate caps well above their reported average costs over both prisons and jails. As a result, “any claim that the Commission’s draft rates are demonstrably below carriers’ reported costs is wholly unsubstantiated and without merit.” Our analysis indicates that the rate caps we adopt will permit just, reasonable, and fair compensation. Moreover, we expect that the reforms adopted will lead to increased minutes of use, incentivize increased efficiency, and permit providers to generate increased revenues. Thus, we do not believe that there is a reason for service to facilities to be in jeopardy but, as noted below, there is a process for considering any unique circumstances that may justify a waiver to ensure fair compensation.

#### c. Evidence That the Mandatory Data Collection Likely Overstates Providers’ Costs

71. In addition to the analysis detailed above, evidence in the record suggesting that a number of ICS providers overstated their costs in response to the Mandatory Data Collection provides us with further comfort that the rate caps adopted today are appropriate and ensure fair compensation to the providers.

72. For instance, providers were directed to file a Description and Justification (D&J) with their Mandatory Data Collection response to document and explain their cost submissions. Three providers did not submit a D&J to the Commission. The D&Js received varied widely in detail and thoroughness. Five providers (CenturyLink, GTL, Pay Tel, Securus, and Telmate) claimed a cost of capital of 11.25 percent in developing their cost data submission. (While other providers did not specify a cost of capital, given the length of this proceeding and the fact that the Commission clearly signaled its focus on setting appropriate ICS rates, as well as the fact that these respondents are sophisticated parties, we think that it is reasonable to assume that all responding providers included a cost of capital whether they specified it or not.) The cost of capital has to be estimated and their estimate of 11.25 percent might be significantly higher than the prevailing cost of capital for companies that provide telecommunication services. In any event, none of these companies submitted evidence as to their costs of

debt or equity capital or capital structure, the three components of the cost of capital, and so have not justified any cost of capital estimate. In addition, several providers (Securus, Telmate, and CenturyLink) included in their costs financing items as well as interest expense, which is included in the cost of capital. This suggests that these providers, and possibly others, have over-estimated their capital costs, potentially double-counting their cost of debt. The five providers that specifically reported using 11.25 percent account for a large portion of the market, and thus a commensurate weight is reflected in the weighted average caps that we calculate. Consequently, in the unlikely event that a provider omitted its cost of capital, the omission is unlikely to have a significant impact on the weighted average caps. We also note that the Bureau has recommended to the Commission that a zone of reasonableness for the Weighted Average Cost of Capital (WACC) is between 7.39 and 8.72 percent.

73. We also find that the manner in which the data was collected and the clearly-stated purpose of the data collection, which occurred in the context of a Commission effort to set caps on ICS rates, gave providers every incentive to represent their ICS costs fully, and possibly, in some instances, even to overstate these costs. For example, one provider noted in its D&J that it even included in its ICS-related costs amounts for dues, subscriptions, entertainment and meals. We question the appropriateness of including such costs as ICS-related costs but as noted below we accept these reported costs without discounting or manipulating them. We have observed that at least one reporting provider did not actually calculate the percentage of traffic for each service (debit, prepaid or collect) represented but rather used the same percentage for each and merely offered a “guess” in reporting its 2014 data projections. This information forces us to call into question the accuracy of this provider’s data and how rigorous this provider was in preparing its Mandatory Data Collection response. That the adopted rate caps include such costs, as well as the costs of international calls that are not subject to our rate caps, causes us to conclude that the adopted caps are generous. An analysis of the adopted rate caps shows that some providers will recover more than their stated costs, while others will recover less (because the caps are based on weighted industry averages but, as explained above, we believe all

providers can more than recover the efficient costs of ICS supply).

74. Moreover, comments in the record have also highlighted how the data likely overstate costs. For example, the Petitioners’ economist, Coleman Bazelon, and Pay Tel’s economic consultant Don Wood identified problems they observed with the data. Dr. Bazelon also reported that, based on an analysis that included information not included in the provider’s Mandatory Data Collection submissions, the reported costs of Securus and GTL “include many incorrectly calculated additions such as inappropriately recoverable financing costs.” Dr. Bazelon reports that, [BEGIN CONFIDENTIAL] [END CONFIDENTIAL].

75. After recalculating the providers’ costs, Dr. Bazelon then concludes that their reported costs should be discounted by approximately [BEGIN CONFIDENTIAL] [END CONFIDENTIAL]. While we do not discount the costs as recommended by Dr. Bazelon and, instead, take a more conservative approach of using the data at face value, this analysis underscores that the data submitted likely overstates costs and, as a result, the rate caps we adopt today are conservative.

#### d. Alternative Proposals in the Record

76. Numerous commenters have submitted rate reform proposals in the record. The Petitioners, along with several public interest groups, initially urged the Commission to adopt a \$0.07 per minute rate cap for all interstate debit, prepaid, and collect calls, with no per-call charge, and no ancillary fees or taxes allowed. GTL, Securus, and Telmate, who describe themselves as “the primary providers of inmate calling services . . . in the United States and represent[ ] 85% of the industry revenue in 2013,” jointly filed a proposal to comprehensively reform all aspects of ICS. The Joint Provider Proposal urges the adoption of rate caps of \$0.20 per minute for debit and prepaid interstate and intrastate ICS, and \$0.24 per minute for all interstate and intrastate collect ICS, effective 90 days after adoption of a final order. The Joint Provider Proposal does not indicate that it is based on cost data received in response to the Mandatory Data Collection. In addition, the Joint Provider Proposal was signed by only three of the 14 ICS providers that responded to the Mandatory Data Collection. Pay Tel submitted what it calls an “Ethical Proposal,” in which it proposes rate caps of \$0.08 per minute for all prisons regardless of population, \$0.26 per minute for jails with 1–349 ADP, and

\$0.22 per minute for jails with 350 plus ADP. The Commission sought comment on these proposals in the *Second FNPRM*.

77. In response to the *Second FNPRM*, Petitioners submitted another reform proposal. The Petitioners propose a rate of \$0.08/minute for prepaid and debit calls and \$0.10/minute for collect calls from all prisons and jails with over 350 beds. Petitioners propose a rate of \$0.18/minute for prepaid and debit calls and \$0.20/minute for collect for facilities with fewer than 350 beds. Petitioners suggest that the Commission adopt these tiered rates to account for higher churn rates, increased non-revenue calls, and higher bad debt issues experienced in smaller facilities. In its comments to the *Second FNPRM*, PPI supports a cap of \$0.05 to \$0.07 per minute.

78. Several commenters submitted economic justifications for their rate proposals, each of which relied on a slightly different subset of the data in the Mandatory Data Collection. For the reasons described below, the Commission declines to adopt any of these proposals.

79. After comments were received in response to the *Second FNPRM*, Pay Tel filed an additional proposal based on its economic consultant's analysis of the data filed in response to the Mandatory Data Collection. The company proposes tiered per-minute rate caps, for all call types, plus institution cost recovery amounts to be added to those caps. The rates (rate cap plus additional facility cost recovery) would range from \$0.10/min for prisons to \$0.29/min for jails of 0–349 inmates. Specifically, Pay Tel's economic consultant, Don Wood, excluded from his analysis, and subsequent proposed rate caps, the data from ATN, Encartele, and Protocol because he did not receive data from those providers, and from Combined Public Communications, Custom Teleconnect and Correct Solutions, because he deemed them "unreliable for the purpose at hand." Mr. Wood then observed that the remaining eight reporting ICS providers' data included no description of how their cost studies were performed, and stated that "a number of the studies are decidedly imperfect, and more complete documentation would certainly be desirable." Regardless, Mr. Wood suggested that "key results of these studies should be relied upon by the Commission when making any decisions regarding the level and structure of ICS costs." We conclude that our approach is more appropriate because it includes data from all providers, rather than excluding six of the fourteen reporting providers' data.

This approach is less reliable than our rate caps because of its selective nature. While we agree that the data are not perfect, we do not believe it is appropriate to ignore the filed data and we find Mr. Wood's rationale for excluding certain providers' data unpersuasive without additional justification. As such, the rate caps adopted herein are derived from all data filed in the record.

80. In comments to the *Second FNPRM*, the Wright Petitioners' economist, Coleman Bazelon, identified problems he observed with the data received in response to the Mandatory Data Collection. For example, Dr. Bazelon identified inconsistencies in how providers categorized and allocated costs. Dr. Bazelon then discussed the rate caps that the Wright Petitioners' proposed in their comments. These rate caps were based on Securus' and GTL's average cost data, which Dr. Bazelon then discounted because of concerns regarding Securus' cost-reporting methodology. As noted above, Dr. Bazelon found errors in Securus' and GTL's submissions, which led them to likely overstate their reported costs. After adjusting for these errors, the Wright Petitioners suggest that an appropriate rate cap for service to prison facilities should be \$0.08/minute for debit/prepaid calling and \$0.10/minute for collect calling.

81. We appreciate Dr. Bazelon's analysis highlighting that the data are likely to be overstated, but we do not believe it is appropriate for our purposes. Dr. Bazelon's analysis suggests that one provider may have overstated its costs by some significant amount. We find Dr. Bazelon's analysis of the submitted data troubling and believe that his conclusions, if true, might support discounting cost data from certain providers. (We note, however, that our filing instructions did not specify in detail how providers should account for the data that Dr. Bazelon discussed, although we required providers to identify and explain all costs in the accompanying Description and Justification. The lack of specific instruction regarding the method of cost reporting should not have been interpreted as license to manipulate or over-report cost data, and the reference to the penalty for willful false statements should have made that evident.) While we are concerned that the analysis from Dr. Bazelon suggests that costs were overstated, we do not believe it is appropriate to adopt a rate cap based on discounting a single provider's costs when we have data from 13 other providers. In addition, we determine above that we should not

manipulate the data but more conservatively accept the providers' costs as filed to avoid potentially arbitrary means of working with the data.

82. Alabama Public Service Commission Utility Services Division Director Darrell Baker likewise reviewed the data. His proposal includes four tiers each for prisons and jails, based on inmate population, with both rate caps and additional facility cost-recovery amounts, yielding rates ranging from \$0.12/min (prisons with more than 19,999 inmates) to \$0.25/min (jails of less than 100 inmates). In support of his proposal for prison rates, Mr. Baker relied on cost data from only seven of the reporting 14 providers. He excluded from his rate cap and cost-recovery calculations the seven smallest reporting providers, on the basis "that the . . . [remaining] providers serve the overwhelming majority of jails and prisons and that . . . an analysis of their data should provide accurate and reliable results that are applicable across the entire industry." In support of his proposal for jail rates, Mr. Baker relied on data from only six of the reporting providers, excluding one of the seven remaining providers' data because that "[o]ne provider's cost per MOU deviates substantially from the cost per MOU of other providers." We find Mr. Baker's approach problematic because it eliminated the higher cost data in the record. Put another way, the seven smallest providers submitted what were among the highest reported costs of providing ICS and the other excluded provider by process of elimination must be a larger provider that is responsible for a more-significant portion of ICS minutes of use. Additionally, Mr. Baker appears to have given no consideration to potential justifications, if any, for that provider's higher costs. We are unable, on the record before us, to exclude providers' reported data in calculating the appropriate rate caps.

83. The comments in the record largely agree that the data are problematic but disagree on the reasons why and the overall effect on the reported data. Each analysis described above is based on a different data set and criticizes the data for slightly different reasons. We take seriously the concerns that the commenters have raised about inconsistencies in the data, and for at least some of the reasons described above, conclude that the reported data likely overstates the providers' actual costs. But, as explained herein, we are unable to agree with and do not adopt any of the commenters' choices about which data to exclude or discount.

e. Rate Caps for Collect Calls

84. In this section, we conclude that it is appropriate to put in place a temporary, distinct rate structure for collect calls, with a two-year phase down after which rate caps for collect calls will be the same as those of debit and prepaid calls.

85. In the *2013 Order*, the Commission established a rate cap for interstate debit and prepaid calling and a separate rate cap for interstate collect calling. The interim interstate collect calling rate cap was \$0.25. In setting this separate rate cap, the Commission recognized that, based on the data available at the time, collect calling can be more expensive for ICS providers to offer than debit and prepaid calling. The Commission encouraged facilities to move away from collect calling, noting that the use of prepaid calling helps called parties to better manage their budgets for ICS, thus making end-user costs for maintaining contact more predictable. The Commission also noted that debit and prepaid calling address the problem of call blocking associated with collect calling by enabling service providers to obtain payment for calls up front, thus eliminating the risk of nonpayment.

86. In the *Second FNPRM*, the Commission sought comment on retaining the differentials between debit/prepaid and collect calling. The Commission noted that data received from the Mandatory Data Collection suggest that collect calling costs are higher than costs for prepaid and debit calls, and that collect calling accounted for less than nine percent of revenue producing minutes in the data collection in 2013. Commenters suggest that collect calling is more costly to provide because of bad debt, billing costs, uncollectible debts and issues related to collection of non-payment. For example, some commenters still assert that the Commission should adopt a higher rate cap for collect calling, largely because of the higher costs associated with collect call service. The Commission, along with several commenters, has noted that use of collect calling in correctional facilities has dropped significantly in recent years. Data received in response to the Mandatory Data Collection confirm this decline. Between 2012 and 2014, collect-calling minutes of use decreased over 50 percent, from 15 to 7 percent of minutes of use. CenturyLink recently told the Commission that “that traditional collect calling represents a small and *declining* percentage of inmate calls.”

87. Based on our analysis of the record, including data submitted in response to the Mandatory Data Collection, we predict that collect calling usage will continue to decrease in the future. We do not want to include high collect calling costs in debit and prepaid rate tiers because that would compel the majority of ICS end users that do not use collect calling to subsidize such calls. In light of that concern, and because we continue to encourage correctional institutions to move away from collect calling, as the Commission did in the *2013 Order*, we adopt a separate rate cap tier for collect calling. This separate tier is consistent with the Commission’s prior actions in adopting a separate collect calling rate tier based on data indicating that collect calls were more expensive than other types of ICS calls. Since the adoption of our interim rate caps, only one provider has been granted a waiver based on an assertion of unreasonable or unsustainable rate caps, further supporting the reasonableness of the rate of the interim collect calling rate caps.

88. We adopt a collect calling rate cap based on the cost data received in response to the Mandatory Data Collection, as well as a two-year step-down transitional period, as follows. First, we adopt a collect calling rate of \$0.49/per minute for all jails and \$0.14 for all prisons until July 1, 2017. Beginning July 1, 2017, we adopt a rate of \$0.36/per minute for jails of 0–349 ADP, \$0.33/per minute for jails of 349–999 ADP, and \$0.32/per minute for jails of 1,000 or greater ADP, and \$0.14/per minute for all prisons. This rate is halfway between the initial rate and the rates that are adopted in this Order for debit and prepaid calling. Finally, effective July 1, 2018 and beyond, we adopt a collect calling rate of \$0.22/per minute for jails of 0–349 ADP, \$0.16/per minute for jails with 359–999 ADP, and \$0.14/per minute for jails of 1,000 or greater ADP, and \$0.11/per minute for all prisons, in order to arrive at rates that are identical to those adopted in this Order for jails and prisons and the respective tiers therein.

89. We conclude that these separate tiers for collect calling rates will phase out after a two-year transition period. This two-year framework is justified by the data filed in response to the Mandatory Data Collection, showing that collect calling volume is decreasing and will most likely be at a nominal level in two years. By adopting a two-year glide path, the rates ICS providers are permitted to charge phase down over time, with certainty and sufficient time to adapt to a changed landscape

that includes reduced use of collect calling overall. We find that this transitional approach will be administratively efficient for both providers and the Commission, as it involves a straightforward two-year step-down process and reflects our expectation that providers will gain efficiencies in their contracts and collect calling, and that they will thus more easily adjust to the lower rate caps adopted for debit and prepaid calling.

90. Moreover, the record supports a uniform rate for collect calls. Indeed, several commenters no longer support a separate rate cap for collect calling, indicating that collect calling costs may not, in fact, differ significantly from debit or prepaid calling costs, or that collect calling accounts for a relatively small portion of calls. The record indicates that this is because correctional institutions favor debit or prepaid calling over collect calling. For example, when the Commission adopted the *2013 Order*, evidence in the record indicated that collect calling was the only ICS option offered in four states and now the record indicates that collect calling is the only ICS option in one state. As the Commission has stated previously, we encourage providers and facilities to move away from collect calling for the many efficiencies and cost savings that other types of calling offer. Finally, we find that a two-year transition will allow the Bureau to monitor collect calling and address any potential traffic arbitrage issue that might occur if providers shift calling patterns to take advantage of the higher collect calling rate caps.

91. We acknowledge that the collect calling rate caps will be higher in year one than several of the collect calling caps proposed in the record. We expect that these caps will serve as backstops, not a target for providers, as efficiencies are gained by providers, and contracts are changed, or new contracts are entered into between parties. As discussed above, we expect that the trend towards declining collect calling volume will continue, and the adopted rate caps may be further modified in response to further data received as part of the MDC adopted herein.

92. We delegate to the Bureau the authority to seek comment on the possibility of adjusting the adopted collect calling rate cap if necessary to address any gaming issues that may arise prior to completion of the phase-down. As part of the annual reporting and certification requirement adopted herein, the Bureau will be monitoring collect call volume in order to review trends and to ensure that gaming does not occur. As discussed below, the

Commission also plans to collect rate data, including data about collect calling rates that will further inform this review.

f. Cost-Benefit Analysis

93. In adopting these rate caps, we have carefully considered each proposal or suggestion from the extensive comments in the record and weighed its potential benefit against any potential burden it may impose, bearing in mind our statutory mandate that ICS rates must be just, reasonable, and fair, maximizing the public benefit from any proposal we adopt. We find, on balance, that the benefits of our rate caps outweigh any potential burden that may be imposed. For example, regular family contact not only benefits the public broadly by reducing crime, lessening the need for additional correctional facilities and cutting overall costs to society, but also likely has a positive effect on the welfare of inmates' children. Ensuring just and reasonable ICS rates will foster regular contact between inmates and families, reduce the economic burden on ICS end users, support more cost-effective communication between inmates and their counsel, and produce cost savings for the justice system.

94. Additionally, as the Commission discussed in the *2012 NPRM*, studies show that regular contact with family reduces inmate recidivism. Children who continue to stay in touch with their parent in prison exhibit fewer disruptive and anxious behaviors. Yet, according to one study, only 38 percent of inmates reported "at least" monthly phone calls with their children. Real telephone contact between inmates and their loved ones at high rates places a heavy burden on inmates' families because families typically bear the burden of paying for the calls. The Government Accountability Office (GAO) has twice recognized the conclusions of Federal Bureau of Prisons officials that contact with family "aids an inmate's success when returning to the community" and thus lowers recidivism. Moreover, the GAO has found that "crowded visiting rooms make it more difficult for inmates to visit with their families" and that "[t]he infrastructure of the facility may not support the increase in visitors as a result of the growth in the prison population."

95. As discussed above, there is little dispute that the ICS market is experiencing market failure. Numerous commenters have expressed as much. Various parties encourage the Commission to reform rates within inmate calling, and some offer specific

reform proposals. Reforms are necessary to ensure that the benefits discussed above, which are in the public interest, will be realized.

96. The Order recognizes, however, that imposing rate caps may impose burdens on some providers. We have taken steps to minimize burdens on providers. As discussed below, we allow a 90-day transition period for the rate caps adopted in this Order to take effect for prisons and six months for the applicable rate caps to take effect in jails. We find that this length of time adequately balances the pressing need for reform while affording ICS providers and facilities sufficient time to prepare for the new rates. Further, our rate caps are designed to ensure that efficient providers will recover all legitimate costs of providing ICS, including a reasonable return, and, to the extent a provider can demonstrate special circumstances, it may seek relief from our rules in the form of a waiver. Specifically, the Commission will consider requests from a provider arguing that particular facts, when considered in the context of the totality of the relevant circumstances, deprive the provider of fair compensation or have a substantial and deleterious effect on competition in the ICS market.

97. Additionally, the rate caps adopted in the Order include fewer tiers than the number of tiers used in the data requested in our Mandatory Data Collection. The Commission collected data, for example, on the costs of serving jail facilities with 0–99 ADP, a grouping comprising less than 10 percent of the inmate population, but we did not adopt that as a rate tier, thereby mitigating any administrative burden on providers of adding a separate rate tier for this comparatively small grouping. The rate caps we adopt today respond to commenter concerns regarding potential confusion and burden caused by multiple rates. We also adopt a single rate cap for prisons, which should minimize the burden on providers that serve prisons. Finally, we disagree with those commenters who assert that adopting a tiered rate structure would be unduly burdensome and difficult for the Commission to administer and for ICS providers and correctional officers to implement. We find these allegations unsupported and commenters provide no persuasive evidence that our rate tiers would be more difficult for them to administer than the current approaches.

4. Rejection of Certain Types of Charges

a. No Per-Call or Per-Connection Charges

98. *Background.* Per-call or per-connection charges are one-time fees often charged to ICS users at call initiation. In the *2013 Order*, the Commission noted problems with per-call charges, "potentially rendering such charges unjust, unreasonable and unfair." Problems included calls dropped "without regard to whether there is a potential security or technical issue, and a per-call charge . . . imposed on the initial call and each successive call." The Commission expressed "serious concerns about such charges" and sought comment about the risks of such charges, but did not ban them.

99. In the *Second FNPRM*, the Commission sought additional comment about such charges. First, the Commission asked if it should consider per-call or per-connection charges to be part of the ICS rate and "therefore subject to the section 276 mandate to ensure fair compensation." Second, the Commission asked, in the alternative, if it should consider per-call or per-connection fees more analogous to the ancillary fees discussed in section 276(d). The Commission asked if there are "instances in which the correctional facility or some other third party assesses a per-call or per-connection fee," and, if so, the Commission sought comment on its authority to ban such charges. Finally, the Commission sought comment on whether the elimination of per-call charges would allow for just and reasonable interstate and intrastate ICS rates and fair compensation for ICS providers, on "transitions" away from such charges, and on its legal authority to act on per-call or per-connection charges.

100. We received limited comment in the record, but all supported the elimination of per-call or per-connection fees. For example, HRDC supports the "elimination of per-call charges" for existing contracts. Legal Services for Prisoners with Children asserts that "per-call" or connection fees are "unreasonably high" and that the Commission "should ban these charges" or, "at the very least," should introduce a "dropped call" provision that "prohibits ICS providers from charging multiple times for a call that has been reinitiated within a few minutes." Pay Tel notes that if the Commission adopts "any rate cap regime—including Pay Tel's Proposal—that does not allow providers to charge end users an upfront surcharge or per-call surcharge, it will

successfully eliminate the problem of premature disconnection of calls.”

101. *Discussion.* We disallow the use of per-call or per-connection charges pursuant to our legal authority to ensure just, reasonable, and fair ICS rates. No evidence in the record supports a conclusion that these charges are a necessary part of cost recovery for ICS calls. Indeed, no commenters indicated that these fees are tied to a cost that providers incur in initiating a call. Providers did not break out per-call or per-connection costs when they filed their per-minute costs in response to the Mandatory Data Collection, indicating that any costs incurred on a per-call basis were included in their per-minute cost calculations. Allowing providers to recover such charges on top of the per-minute rates we adopt in this Order would therefore risk allowing double recovery. Additionally, these fees appear to be less prevalent than they once were. Recent provider-drafted reform proposals in the record do not include per-call or per-connection charges, and many recently-adopted ICS contracts likewise do not include these fees. All of these factors indicate to us a trend away from the inclusion of such fees. Finally, we agree with the Commission’s earlier finding in the *2013 Order* that allowing such fees may encourage providers to charge end users for dropped calls, which could lead to the “assessment of multiple per-call charges for what was, in effect, a single conversation,” which has no place in a framework for just, reasonable, and fair compensation. We find that disallowing such fees is in the public interest because it will decrease the cost to end users for shorter ICS calls and allow more contact between inmates and their loved ones.

b. No Flat-Rate Calling

102. *Background.* In the *2013 Order* the Commission noted that commenters raised issues regarding per-call charges that may be unjust, unreasonable, and unfair; callers are often charged more during a single conversation when calls are dropped, which the record reveals can be a frequent occurrence, thus resulting in multiple calls for a single conversation, each subject to a separate flat-rate charge. The Commission stated that “a rate will be considered consistent with our rate cap for a 15-minute conversation if it does not exceed \$3.75 for a 15-minute call using collect calling, or \$3.15 for a 15-minute call using debit, prepaid, or prepaid collect calling.” Rule 64.6030 mirrors this language and was intended to illustrate that the rate for a five-minute collect call must be capped at \$1.25 and

the rate for a five-minute debit or prepaid ICS call must be capped at \$1.05, while a 30-minute collect call could cost consumers no more than \$7.50 and a 30-minute debit or prepaid ICS call no more than \$6.30.

103. *Discussion.* Subsequent to the *2013 Order*, Securus sought additional guidance on this issue, asking whether providers were allowed to impose a flat rate based on the interim rate caps for a 15-minute call regardless of actual call duration. That is, it wished to know if it could charge a flat fee of \$3.75 for a collect call of any duration up to 15 minutes. The Commission sought comment on Securus’ question, as well as on whether it should revise the existing rules to prohibit flat-rate charges or to develop new rules prohibiting flat-rated charges.

104. The record reflects minimal support for this practice. The Alabama PSC opposes Securus’ proposed clarification, stating that “flat-rate pricing allows providers to maximize call revenues and to dictate phone usage to the end users.” It further asserts that flat-rate calling increases complaints related to dropped calls and penalizes inmates that want to make shorter calls. Several commenters suggest that ICS providers will benefit from a ban on flat-rate calls because it will lower their costs related to consumer complaints and bill adjustments. HRDC notes that the proposed flat rates “only fall within the rate caps when a full 15-minute call is actually completed” and argues that “this practice does not reflect the spirit” of the Commission’s *2013 Order*. Pay Tel asserts that “numerous ICS providers have taken advantage of this language and vague guidance since release of the ICS Order and are charging end users a flat rate of \$3.15 or \$3.75 per call, even if the call is disconnected prior to expiration of fifteen minutes,” which it asserts is “an abuse of the intent of the Commission’s rules.”

105. We prohibit the imposition of flat-rate calling. There is minimal record support for such charges, which penalize those who make shorter calls (the record indicates that ICS calls last typically less than 15 minutes). If an end user is charged for a 15-minute call but the duration of that call is less than 15 minutes, the price for that call is disproportionately high. We also agree with those commenters who assert that allowing providers to charge a flat rate based on a 15-minute call does not comport with our requirement to make ICS rates just, reasonable, and fair. As such, we ban flat-rate calling rate plans.

5. Legal Authority for Intrastate and Interstate Rate Caps

106. *Background.* In the *2013 FNPRM*, the Commission tentatively concluded that section 276 affords it broad authority to reform intrastate ICS rates and practices that deny fair compensation, as well as to preempt inconsistent state requirements. The Commission sought comment on these tentative conclusions. Multiple commenters supported the Commission’s tentative conclusion that it has jurisdiction over intrastate as well as interstate ICS rates. These commenters argue that section 276 provides the Commission with clear jurisdiction, and that it must regulate intrastate rates to ensure comprehensive ICS reform. After examining the record, we affirm the tentative conclusion that intrastate ICS rates are well within the Commission’s jurisdiction for the reasons described below.

107. Our authority to ensure the reasonableness of rates and practices for interstate ICS is not in dispute. Under section 201(b) of the Communications Act, the FCC is empowered to “prescribe such rules and regulations as may be necessary” to ensure that “[a]ll charges [and] practices . . . for and in connection with [interstate] communication service” by wire or radio are “just and reasonable.” Section 276 directs the Commission to “establish a per call compensation plan to ensure that all payphone service providers”—which the statute defines to include providers of ICS—“are fairly compensated for each and every completed intrastate and interstate call.” (The Commission has previously found that the term “fairly compensated” permits a range of compensation rates that could be considered fair, but that the interests of both the payphone service providers and the parties paying the compensation must be taken into account.) We find that these statutory sections provide the Commission with the authority to regulate interstate ICS rates and practices, including the use of per-call or per-connection fees as well as flat-rate calling.

108. *Legal Authority to Reform Intrastate Rates.* The Commission’s authority over intrastate telecommunications is, except as otherwise provided by Congress, generally limited by section 2(b) of the Act, which states that “nothing in this Act shall . . . give the Commission jurisdiction with respect to . . . intrastate communication service by wire or radio.” As the Supreme Court has held, however, section 2(b) has no

effect where the Communications Act, by its terms, unambiguously applies to intrastate services. We conclude that such is the case here.

109. Under section 276 of the Communications Act, the Commission is charged with implementing Congress's directive "that all payphone service providers [be] fairly compensated for each and every completed intrastate and interstate call." Section 276 contains several express references both to ICS and intrastate calling, making it clear that the Commission has the authority to regulate intrastate ICS calling. For example, section 276 requires the Commission to broadly craft regulations to "promote the widespread development of payphone services for the benefit of the general public" including, notably, "the provision of inmate telephone service in correctional institutions, and any ancillary services." In addition to this general grant of jurisdiction, section 276 includes a mandate to "establish a per call compensation plan to ensure that all payphone service providers are fairly compensated for each and every completed intrastate and interstate call using their payphone." Section 276 also expressly directs the Commission to "discontinue the intrastate and interstate carrier access charge payphone service elements. . . and all intrastate and interstate payphone subsidies." In addition, section 276 explicitly grants the Commission authority to preempt state requirements to the extent they are inconsistent with FCC regulations.

110. Furthermore, significant judicial precedent supports the Commission's authority to regulate intrastate ICS. In *Illinois Public Telecommunications Association*, the U.S. Court of Appeals for the D.C. Circuit found that the Act's requirement that "all payphone service providers are fairly compensated" provides the FCC with "authority to set local coin call rates"—which included intrastate service rates. Additionally, in *New England Public Comm'n's Council, Inc. v. FCC*, the same court found that "section 276 unambiguously and straightforwardly authorizes the Commission to regulate . . . intrastate payphone line rates." Therefore, we conclude that both section 276 and the associated case law give the Commission the authority to regulate ICS provider compensation for intrastate calls, including the rates ICS providers charge end users, per-call or per-connection charges, and flat-rate charges.

111. We find arguments that the Commission lacks the authority to

regulate intrastate ICS unpersuasive. For example, we disagree with commenters who argue that section 276 is limited to prohibiting discrimination by Bell operating companies (BOCs). While section 276(a) includes provisions specifically prohibiting discrimination by BOCs, we do not believe Congress intended for that subsection to limit the scope of the remaining provisions of section 276. For example, section 276(b)(1) expressly mandates that the Commission adopt regulations addressing five specific subjects related to payphone services; only two of those subjects—clauses (C) and (D)—relate to preventing BOC discrimination.

112. In addition, although section 276(a) refers to Bell operating companies, and applies only to the BOCs, section 276(b) refers more broadly to "payphone service providers." If Congress had intended for the regulations prescribed under section 276(b) to be limited to the narrow purpose of effectuating the nondiscrimination goals set forth in section 276(a), it easily could have made that clear. Instead, Congress made clear that it was conferring a broader mandate in section 276(b), stating that: "[i]n order to promote competition among payphone service providers and to promote the widespread deployment of payphone services . . . , the Commission shall take all actions necessary . . . to prescribe regulations that . . . [inter alia] ensure that all payphone service providers are fairly compensated for each and every completed intrastate and interstate call using their payphone[s] . . . ."

113. We also disagree with commenters who argue that the Commission has never determined that section 276 extends to intrastate rates or that section 276 applies only to "local calls made from a payphone and paid with coins." Section 276 does not specify that compensation is only for calls paid by coin but rather "each and every" call. Indeed, the very Commission order under review in *Illinois Public Telecommunications* held that the Commission had the authority to regulate intrastate payphone rates and preempt state regulation of intrastate rates. Therefore, the Commission's position regarding its authority over intrastate rates under section 276 has remained consistent.

114. *Rate Caps are Just, Reasonable and Fair*. As noted above, we have accepted the data submitted by providers in response to the Mandatory Data Collection as reported even though there is evidence that they are overstated. As a result, we believe our rate caps are conservative and include

sufficiently generous margins to allow providers to earn a profit. More generally, it is well-established that rates can be lawful if they fall within a zone of reasonableness, and hence a particular state's cap might be lower than our caps and still fall within that zone. The rate caps we adopt today are intended both to ensure that ICS rates are "just and reasonable" and do not take unfair advantage of inmates, their families, or providers consistent with the "fair compensation" mandate of section 276.

115. The Commission has broad discretion in establishing just and reasonable rates, as long as it articulates a rational basis for its decisions and as long as the result is not confiscatory. As the Supreme Court has explained in construing the similar "just and reasonable rates" provision of the Natural Gas Act, "the Commission is not required by the Constitution or the Natural Gas Act to adopt as just and reasonable any particular rate level; rather, courts are without authority to set aside any rate selected by the Commission which is within a 'zone of reasonableness.'" Section 276(b) charges us with ensuring that "all payphone service providers [be] fairly compensated." This provision must be read in conjunction with our obligation under section 201(b) to ensure that charges and practices be just and reasonable. Neither section 276(b) nor 201(b) require us to allow for recovery of costs that are not just, reasonable and fair.

116. We recognize that some ICS providers may see their profits decrease because the adopted caps are below the costs they reported to us under the Mandatory Data Collection (assuming that MOU stay constant). The Commission has broad authority to set rate caps to apply to a particular service and does not have to set provider-specific rates that embody a rate of return for each individual provider. Indeed, as at least one provider has explained in this proceeding, courts have recognized that the cost of industry-wide average cost data to set rates is not arbitrary, and therefore agencies may use composite industry data or other averaging methods to set rates. We therefore find that the rates we adopt today are reasonable for the reasons provided above and will allow economically efficient—possibly all—providers to recover their costs that are reasonably and directly attributable to ICS. The costs reported by the providers that are above our rate caps represent significant outliers, suggesting that their reporting methods may have varied from those of other providers or that

they may be less efficient than their peers. Indeed, encouraging efficiency will lead to lower rates, which will both benefit end users as well as increase calling demand, thus furthering the dual goals of section 276 “to promote competition among payphone service providers” and encourage the “widespread deployment of payphone services to the benefit of the public.”

#### B. Payments to Correctional Institutions

117. The record indicates that, in many cases, ICS bids are predicated on the winning providers’ willingness to share part of its ICS revenues with the correctional facility. These payments, commonly referred to as “site commissions,” may take the form of monetary payments, in-kind payments, exchanges, or allowances. In this Order, we define the term “site commission” broadly, to encompass any form of monetary payment, in-kind payment requirement, gift, exchange of services or goods, fee, technology allowance, product or the like.

118. After carefully considering the evidence in the record, we affirm our previous finding that site commissions do not constitute a legitimate cost to the providers of providing ICS. Accordingly, we do not include site commission payments in the cost data we use in setting the rate caps established in this Order. We conclude that we do not need to prohibit site commissions in order to ensure that interstate rates for ICS are fair, just, and reasonable and that intrastate rates are fair. We reiterate, however, that site commissions have been a significant driver of rates and that ICS rates have dropped dramatically in states that have eliminated site commissions. We therefore encourage other states and correctional facilities to curtail or prohibit such payments as part of an effort to further ensure that inmates and their families have access to ICS at affordable rates.

119. We recognize that some states have adopted reasonable rates that include a margin sufficient to allow providers to pay site commissions, thus demonstrating that it is possible to have rates that are consistent with our rate caps but still allow for the payment of site commissions. The decision to establish fair and reasonable rate caps for ICS and leave providers to decide whether to pay site commissions—and if so, how much to pay—is supported by a broad cross-section of commenters, including consumer advocates, such as the Wright Petitioners; ICS providers, such as CenturyLink, NCIC and ICSolutions; representatives of correctional facilities, such as Praeses;

and state regulators, such as the Alabama PSC. This broad support from practically every type of interested party underscores the reasonableness of our approach. We will continue to monitor the market and will take appropriate action if we find that, notwithstanding our rate caps, site commissions are somehow driving ICS rates to levels that are unjust, unreasonable, or unfair.

#### 1. Background

120. In the *2002 Order*, the Commission concluded that, consistent with prior precedent, site commissions ICS providers paid to inmate facilities were not a cost of providing payphone service, “but represent an apportionment of profits between the facility owners and the providers of [ICS].” In the *2012 NPRM*, the Commission sought comment on its longstanding conclusion that site commissions are not a cost of providing ICS, and additional comment and data on site commissions and their impact on ICS rates.

121. In the subsequent *2013 Order*, the Commission affirmed the previous determination that site commissions “are not costs that are reasonably and directly related to the provision of ICS” and determined that site commissions were “a significant factor contributing to high [ICS] rates.” The Commission concluded that, “under the Act, [site] commission payments are not costs that can be recovered through interstate ICS rates.” The Commission noted, however, the possibility that correctional facilities may incur costs in making ICS available to inmates and sought comment on whether there were any such costs that should be compensable through ICS rates.

122. In the *Second FNPRM*, the Commission sought additional comment on potential reforms to site commissions and its legal authority to “restrict the payment of site commissions in the ICS context pursuant to sections 276 and 201(b) of the Act.” As the Commission explained, site commissions “distort[] the ICS marketplace” by creating incentives for the facilities to select providers that pay the highest site commissions, even if those providers do not offer the best service or lowest rates. The Commission cited responses to the Mandatory Data Collection showing that ICS providers paid over \$460 million in site commissions in 2013 alone. Press reports have cited even higher figures. These payments represent a significant portion of total ICS revenues. Indeed, as the Commission has noted, site commissions can amount to as much as 96 percent of gross ICS revenues. The Commission, therefore, sought comment

on whether it should prohibit all site commission payments for interstate and intrastate ICS. The Commission also sought comment on whether correctional institutions incur any costs in the provision of ICS, and requested data demonstrating that any costs that facilities bear are “directly related to the provision of ICS.” To the extent that correctional facilities were found to incur costs “reasonably and directly related to making ICS available,” the Commission sought comment on whether recovery of those costs should be “built into any per-minute ICS rate caps.”

#### 2. Discussion

123. Although we do not prohibit providers from paying site commissions, we do not consider the cost of any such payments in setting our rate caps. (Regardless of whether site commission payments constitute an “appointment of profits” or a cost to the provider, they cannot be recovered through ICS rates unless they are “reasonably and directly related to the provision of ICS.”) Evidence submitted in response to the *Second FNPRM* reinforces the Commission’s conclusion that the site commissions ICS providers pay to some correctional facilities are not reasonably related to the provision of ICS and should not be considered in determining fair compensation for ICS calls. HRDC, for example, describes site commissions as “legal bribes to induce correctional agencies to provide ICS providers with lucrative monopoly contracts.” Other parties use less colorful language, but still indicate that site commissions often “have nothing to do with the provision” of ICS. We agree with commenters opposed to recovery of site commissions in ICS rates and find that site commission payments should not be included in our rate cap calculations.

124. We therefore agree with inmate advocates, such as the Wright Petitioners and the Civil Rights Coalition, a group of 20 national civil rights and social justice organizations; providers, such as CenturyLink and NCIC; United States Senators; and state regulators, such as the Alabama PSC that, at this time, we should focus on our core ratemaking authority in reforming ICS and not prohibit or specifically regulate site commission payments. While we continue to view such payments as an apportionment of profit, and therefore irrelevant to the costs we consider in setting rate caps for ICS, we do not prohibit ICS providers from paying site commissions. (Of course, providers’ rates must comply

with our rate caps, regardless of whether the provider pays site commissions.)

125. The record supports excluding site commission payments from the costs used to calculate the rate caps for ICS. Indeed, even many of the commenters that oppose a prohibition on site commissions urge the Commission to consider only costs related to the provision of ICS in calculating the rate caps. If site commissions were factored into the costs we used to set the rate caps, the caps would be significantly higher. Passing the non-ICS-related costs that comprise site commission payments including contributions to general revenue funds, onto inmates and their families as part of the costs used to set rate caps would result in rates that exceed the fair compensation required by section 276 and that are not just and reasonable, as required by section 201.

126. We note that several commenters argue that the programs currently supported by site commissions should be paid for out of tax funds collected from the population at large, or from other sources. HRDC, for example, argues that “all taxpayers should fund the cost of operating correctional facilities, including the cost of providing ICS,” just as homeowners pay taxes to fund schools, regardless of whether they have school-age children. We need not reach such arguments to support our decision. Rather, we conclude that, because the programs in question are unrelated to the provision or use of ICS, the burden of paying for them may not, under the Communications Act, be imposed on end users of ICS. As the Commission has explained, how facilities use the site commission payments they receive from ICS providers is irrelevant to our analysis: “[t]he Act does not provide a mechanism for funding social welfare programs or other costs unrelated to the provision of ICS, no matter how successful or worthy.” Consistent with the record in this proceeding, as well as the Commission’s decision in the *2013 Order*, we therefore exclude site commission payments from our rate cap calculations.

127. In the *Second FNPRM*, the Commission sought comment on whether it could or should prohibit site commissions. A variety of commenters support such a prohibition, primarily based on their belief that a rule against site commissions is needed to ensure that ICS rates are fair, just, and reasonable. Other commenters, primarily sheriffs and others associated with correctional facilities, favor the continued use of site commissions. As noted above, many of these parties,

however, appear to be concerned mostly with ensuring that facilities can recover costs they incur in allowing access to ICS. As a threshold matter, as noted herein the record is not clear as to whether the correctional facilities in fact bear a cost in the provision of ICS that is unique to the provision of phone service in addition to the costs of operating a correctional facility. The record suggests that site commissions are used mainly to fund a wide and disparate range of activities, including general governmental or correctional activities unrelated to the costs of providing ICS by either the provider or facility. Even assuming facilities do incur costs tied to the provision of ICS, we have addressed such a concern by not prohibiting providers from sharing their profits with correctional facilities to recover such costs, if appropriate. Some of these commenters also argue that site commissions should be preserved because they provide an important incentive for facilities to make ICS available to their inmates. Another group of commenters question the Commission’s legal authority to prohibit site commissions and argue that prohibiting site commissions would not produce any material benefit. A number of commenters, representing a wide range of interests, urge the Commission to follow the lead of the Alabama PSC and restrict site commissions only indirectly, by imposing caps on ICS providers’ rates, thereby limiting the amount of profit available to pay site commissions. The Wright Petitioners, among others, suggest that we adopt a similar approach here, arguing that the Commission should “simply establish an ICS rate that complies with Sections 201, 205, and 276 of the Act, and let ICS providers and correctional authorities allocate the revenue in any manner they wish.” ICS provider NCIC “agrees that jails and prisons should be allowed [to seek] site commission payments after the FCC caps the rates, ancillary fees and convenience payment options, which will reduce commission payments to reasonable levels to provide cost-recovery.” GTL disagrees, however, arguing that under the Alabama model, “providers must generate revenue to pay the unconstrained site commissions . . . which puts upward pressure on end-user prices.” In fact, GTL and others contend that a regulatory regime that permitted providers to make site commission payments, but did not take those payments into account in setting the rates would result in an unconstitutional “taking” in violation of

the Fifth Amendment, and is “arbitrary and capricious.”

128. Based on the evidence in the record, we conclude that we do not need to prohibit site commissions at this time to achieve the statutory directives of ensuring that ICS rates are just, reasonable, and fair. The fact that we do not prohibit site commission payments does not mean, however, that we have failed to address site commissions. To the contrary, we have addressed the harmful effects of outsized site commissions by establishing comprehensive rate caps and caps on ancillary service charges that may limit providers’ ability to pass site commissions through to ICS consumers. We have also made the considered decision to establish caps on rates and ancillary service charges and allow market forces to dictate adjustments in site commission payments. As noted below, this approach is consistent with the Commission’s general preference to rely on market forces, rather than regulatory intervention, wherever reasonably possible. Our expectation that ICS providers and correctional facilities will find an approach that meets their needs and complies with our rate caps is neither arbitrary nor capricious. In fact, evidence in the record demonstrates that ICS rates can be set at levels that are well within our rate caps while allowing for fair compensation and still leaving room for site commission payments. For example, in Pennsylvania, the per-minute rate of \$0.059 includes a 35 percent site commission. Similarly, in New Hampshire, the state DOC lowered intrastate rates to less than \$0.06 per minute with a 20 percent site commission. Thus, it is possible to have reasonable rates and fair compensation without expressly prohibiting site commissions.

129. We emphasize that the actions we take here are based on our ratemaking authority and are intended to ensure fair, just, and reasonable ICS rates. The caps and restrictions we impose on providers’ rates should eliminate or substantially reduce the ability of site commissions to inflate rates above providers’ costs or reasonable profit to otherwise distort ICS rates. As explained elsewhere in this Order, we have seen some positive steps toward the lowering and/or elimination of site commissions and we believe that this trend, coupled with the actions we take today, constitutes a reasonable means of addressing ICS issues one step at a time, given the fact that some portion of some site commissions are said to represent the recovery of reasonable institutional

costs. We reiterate that we will, however, continue to monitor the ICS market and will not hesitate to take additional action to prohibit site commissions, if necessary.

130. Our decision not to prohibit site commission payments should not be viewed as an endorsement of such practices. Rather, our decision simply reflects our focus on achieving our statutory objectives with only limited regulatory intervention. We understand the positions of those parties calling for the regulation of site commission practices, or even those calling for a complete ban of them. We also acknowledge that some commenters have questioned our legal authority to prohibit site commissions. Other parties argue that we have clear authority to regulate site commission payments. Ultimately, however, we do not need to determine whether we have authority to ban site commission payments, given our decision to take a less heavy-handed approach, similar to that adopted by the Alabama PSC. This approach is consistent with the Commission's general preference to rely on market forces, rather than regulatory fiat, whenever possible.

131. We expect that the approach adopted in this Order will result in lower site commissions, and strongly encourage additional jurisdictions to eliminate site commissions altogether to help ensure that inmates and their families have access to ICS at affordable rates. We applaud recent efforts by New Jersey and Ohio to eliminate site commissions. The per-minute intrastate ICS rates in these states have dropped considerably (from \$0.15 to under \$0.05 in New Jersey and \$0.39 to \$0.05 in Ohio). Pay Tel estimates that in eight states that have eliminated site commissions the rates average less than \$0.07/minute. The actions taken by these states demonstrate that site commissions can be eliminated without sacrificing facilities' ability to implement robust security protocols. Additional states continue to take similar steps to curb or prevent the use of site commissions in their state prison systems and we urge other states to take similar actions. We also reiterate that rates can be significantly below our rate caps and still offer ICS providers sufficient profit to allow them to pay reasonable site commissions.

132. Further, we note that, despite what some entities appear to suggest, this Order does not maintain the *status quo* in the ICS market. To the contrary, we conclude that our actions in this Order constitute changes in law and/or instances of force majeure that are likely to alter or trigger the renegotiation of

many ICS contracts. We also think it reasonable to anticipate that ICS providers are on notice of these changes in law and, going forward, will not enter into contracts promising exorbitant site commission payments that they will not be able to recover through their ICS rates under our rate caps. Indeed, we anticipate that the reforms adopted in this Order will help recalibrate ICS market competition by motivating correctional facilities to evaluate bids based on factors other than the highest site commission. However, as noted above, we will monitor the market and will take appropriate action if our prediction proves inaccurate.

#### a. Facility Costs Related To Providing ICS

133. *Background.* In the Mandatory Data Collection, the Commission required ICS providers to submit their costs related to the provision of ICS, including their telecommunications, equipment and security costs. For example, in the Mandatory Data Collection Instructions, the Bureau directed ICS providers to include "security costs incurred by the ICS provider in the provision of inmate calling services, such as, but not limited to, voice biometrics technology and call recording and monitoring." In their responses, ICS providers indicated that the data they filed included costs associated with security features relating to the provision of ICS.

134. In the *Second FNPRM*, the Commission noted that the record to-date was mixed regarding how much, if anything, facilities spend on ICS. It sought comment on the "actual costs" that facilities may incur in the provision of ICS and the appropriate vehicle for enabling facilities to recover such costs. The Commission also sought comment on whether any such costs should be recoverable through the per-minute rates ICS providers charge inmates and their families. In response, some law enforcement representatives assert that correctional facilities incur costs related to "call monitoring, responding to ICS system alerts, responding to law enforcement requests for records/recordings, call recording analysis, enrolling inmates for voice biometrics, and other duties," including "administrative duties" that arguably are related to ICS. Some ICS providers, however, contend that many of the activities the facilities claim as ICS-related costs are, in fact, handled by the ICS provider. For example, Securus states that it performs most ICS-related tasks for facilities, including handling U.S. Marshal inquiries, cell phone detection and interception, listening to

calls, and providing call recordings to courts. Similarly, GTL explains that the "established industry protocol" is for ICS providers to handle security duties for the correctional facilities they serve, either as part of a turnkey ICS product or as a condition of the contract award, regardless of the size of the facility.

135. Although some commenters argue that allowing ICS creates costs for facilities, others question whether correctional facilities incur any costs that should be passed on to consumers as part of the per-minute rates for ICS. One issue is whether the costs parties seek to attribute to ICS are, in fact, costs that facilities would incur regardless of whether they allowed ICS. Andrew Lipman, for example, argues that many correctional facilities seek payment for "activities that have nothing to do with the provision of a telecommunications service." These parties argue that the costs facilities seek to pass on to ICS providers and users are more properly classified as law enforcement costs related to operating a correctional facility that should be borne by the government and not ICS users.

136. Even commenters asserting that facilities incur costs that are properly attributable to the provision of ICS do not agree on the extent of those costs. A group of the largest ICS providers, for example, notes that while they support the recovery of "legitimate costs incurred by correctional facilities that are directly related to the provision of inmate calling services," they cannot agree on how those costs should be calculated. The NSA suggests that the Commission approve a "compensation amount for the security and administrative duties performed in jails in connection with ICS that is an additive amount to the ICS rate." Relying, in large part, on the results of a survey it took of its members, as well as analyses submitted by other parties, NSA suggests that this additive amount should range from \$0.01 to \$0.11 per minute, depending on the size of the facility being served.

137. Several commenters offer critiques of NSA's survey data, however. GTL's economic consultant, for example, concludes that NSA's latest proposal would offer facilities "significantly larger" annual compensation than would be justified by estimates derived from the analyses conducted by itself and other parties, particularly for small facilities such as jails with an ADP below 350. Even Pay Tel, which generally supported the NSA's survey as a "robust and significant dataset," agrees that NSA failed to remove outliers from its calculations and that NSA included

costs that are “typically associated with on-going investigations that would not be considered for Cost Recovery purposes.” Andrew Lipman notes that the NSA survey was based on only three months of data from only approximately five percent of NSA’s members and that NSA had not provided any indication of whether the survey respondents were representative of NSA’s broader membership. Mr. Lipman also points out that the NSA did not provide the raw data, a copy of the survey, any information on the methodology used by members to allocate time, or detailed descriptions of the tasks encompassed by various categories of costs, such as “administrative,” “security” or “other.” Relying on other evidence in the record, Mr. Lipman suggests that it would be unreasonable for providers to agree to pay more than \$0.01–\$0.03 per minute to reimburse facilities for any costs they may incur in agreeing to make ICS available to inmates. Darrell Baker of the Alabama PSC recommends a cost recovery rate of \$0.04 per minute for jails of all sizes and \$0.01 to \$0.02 per minute for prisons, while an earlier analysis from GTL yields median cost recovery rates of \$0.005 per minute for prisons and \$0.016 per minute for jails.

138. *Discussion.* The record contains a wide range of conflicting views regarding whether correctional facilities incur any costs that are directly and reasonably related to making ICS available and that must be recovered through ICS rates. As at least one commenter points out, ICS continues to be offered in states that have prohibited payments from ICS providers to facilities. This evidence undermines claims that facilities incur unique costs that are attributable to ICS and that must be recovered from ICS rates. These claims are further undermined by the fact that “[n]one of the correctional facilities and associations submitted sufficient detail in this proceeding to support the amount of their alleged costs, or to demonstrate that these costs meet the used and useful standard.”

139. Some commenters argue that the costs claimed by facilities are “basic law enforcement activities [such as surveillance and investigation of calls] and not costs for providing a telecommunications service.” The record is not clear that the costs facilities claim to incur due to ICS would actually be eliminated if the facilities ceased to allow inmates to have access to ICS. Moreover, providers indicate that costs that facilities claim to incur in allowing ICS are, in fact, borne directly by the providers. Those costs are already built into our rate cap calculations and should not be

recovered through an “additive” to the ICS rates. Accordingly, while we strongly encourage the elimination of site commission payments, we do not dictate what an ICS provider can do with its profits and conclude that the most reasonable and fair approach is to leave it to ICS providers and facilities to negotiate the amount of any payments from the providers to the facilities, provided that those payments do not drive the provider’s rates above the applicable rate cap. We note, however, that evidence submitted in the record—and discussed above—indicates that if facilities incurred any legitimate costs in connection with ICS, those costs would likely amount to no more than one or two cents per billable minute. Our rate caps are sufficiently generous to cover any such costs.

140. As noted above, some parties contend that correctional facilities will remove or limit access to telephones if the Commission acts to limit site commission payments. We find it highly unlikely, however, that facilities would eliminate or limit access to ICS as a result of this Order. Given that we do not ban site commissions, facilities have no basis for taking such extreme measures. Notably, the record contains no indication that ICS deployment has decreased in states that have eliminated site commissions. This is unsurprising, given what we anticipate would be an intensely negative backlash to such an action. In addition, the record indicates that ICS provides valuable, non-monetary benefits to correctional facilities, such as correctional management and incentives to inmates who exhibit good behavior.

#### b. Ensuring Fair Compensation

141. Some parties argue that it would be confiscatory for the Commission to exclude the costs of site commission payments from our rate cap calculations without also explicitly prohibiting ICS providers from paying such commissions. According to these parties, ICS providers will not be able to afford the site commission payments demanded of them by correctional facilities if the providers’ revenues are limited by the rate caps established here. These claims rest largely on the fact that existing ICS contracts may obligate providers to pay site commissions to the facilities they are serving. As explained further below, we conclude that these concerns are largely unfounded.

142. For the same reasons set forth in the 2013 Order, we reject arguments that the reforms we adopt herein effectuate unconstitutional takings. The offering of ICS is voluntary on the part of ICS

providers, who are in the best position to decide whether to bid to offer service subject to the contours of the request for proposal (RFP). There is no obligation on the part of the ICS provider to submit bids or to do so at rates that would be insufficient to meet the costs of serving the facility or result in unfair compensation. We also reiterate that our rate caps are based on the reported costs that the providers themselves submitted into the record without any adjustment by the Commission. Thus, the rate caps provide ample room for an economically efficient provider of ICS to earn a reasonable profit on its services. The fact that our rate caps do not include an explicit allowance for site commission payments does not render them confiscatory. As explained above, the record does not support a conclusion that site commission payments are costs that are “reasonably related to the provision of ICS.” The fact that providers choose to pay site commissions is not enough to render them compensable through the ICS rate, particularly in light of section 276’s requirement that ICS compensation must be “fair.” Excluding site commission payments from the rate cap calculation is no different than excluding any other cost that is not reasonably related to the provision of the service. For example, if a provider decided to purchase a fleet of private jets to ferry its executives from place to place, we would not prohibit such an expenditure, but—because the purchase of private jets is not “reasonably related” to the provision of ICS—we would not include such an expense in the costs used to determine a fair compensation rate for ICS.

143. In addition, we re-emphasize that a party carries a heavy burden if it seeks to demonstrate that a regulation creates an unconstitutional “taking.” For instance, to succeed on a “takings” claim, a party must demonstrate that the losses caused by the regulation in question are so significant that the “net effect” is confiscatory. When confronted with a “takings” claim, courts will examine the net effect of the regulation on the company’s enterprise as a whole, rather than on a specific product or service. Thus, it is not enough for a provider to show that it is losing money on a particular service or in serving a particular customer. Instead, a provider seeking to show that our rate caps are confiscatory will have to demonstrate that any cognizable harm caused by our regulations is so severe that it meets the high bar for a takings with respect to the company as a whole, e.g., by “destroying the value of [the provider’s]

property for all the purposes for which it was acquired.” Moreover, providers have been on notice for years that the Commission might adopt rate caps, or even eliminate site commissions. Thus, any claims that our actions today upset “investment-backed expectations of ICS providers” are likely to fail, particularly claims from providers that recently entered into new contracts with high site commissions in an effort to circumvent possible Commission regulations. We find it unlikely that our rates will result in a “taking,” but the waiver process described below should offer providers an adequate avenue for relief if they find our ICS regulations unworkable.

### C. Ancillary Service Charges and Taxes

#### 1. Background

144. The record contains evidence that ancillary service charges have increased since the *2013 Order*, which highlights the fact that, absent reform, ICS providers have the ability and incentive to continue to increase such charges unchecked by competitive forces. Indeed, the continuing growth in the number and dollar amount of ancillary service charges represents another example of market failure necessitating Commission action. These charges are unchecked by market forces because inmates and their families must either incur them when making a call or forego contact with their loved ones. Ancillary service charges inflate the effective price consumers pay for ICS. According to some estimates, ancillary service charges may represent as much as 38 percent of total consumer ICS payments. The sheer number of ancillary service charges, their varying nomenclature, and the variability of the amounts charged make for a confusing system.

145. The record overwhelmingly supports the need to reform ancillary service charges. While we would prefer to allow the market to discipline rates, the evidence since the Commission’s *2013 Order* confirms that ancillary service charges have not only increased, but new charges have appeared. We find our statutory directive requires us to adopt reforms to limit ancillary service charges. As described below, we adopt caps for certain ancillary fees, and we prohibit all other charges that are ancillary to ICS.

146. Our Mandatory Data Collection confirmed that various ICS providers charge a plethora of ancillary service charges, and that different providers may describe the same charge by different names. Commenters suggest that ancillary service charges inflate the

cost of ICS to end users without justification. For example, some providers charge account set-up, maintenance, closure, and refund fees. Praeses contends that “[p]roviders should not be permitted to charge any ancillary fees to recover . . . intrinsic ICS costs, such as validation fees or fees related to Facility-required security.” This distinction between what is an intrinsic part of providing ICS, and what is not, has helped us to select the ancillary service charges we find appropriate and to ban all other ancillary service charges.

147. In responding to the unique challenges posed by escalating ancillary fees, this Order establishes a limited list of ancillary fees that the Commission will permit ICS providers to charge. The amount of each of these fees is capped, and ICS providers are restricted from charging any ancillary fees not specifically allowed in our Order. For fees for single-call and related services and third-party financial transaction fees, we allow providers to pass through only the charges they incur without any additional markup. We limit automated payment fees to \$3.00, live agent fees to \$5.95, and paper statement fees to \$2.00. Apart from these specific fees, no additional ancillary service charges are allowed. Taxes are discussed separately and must be passed through with no markup. We also take action to avoid potential loopholes in these rules, such as artificial limits on minimum and maximum account balances that could require inmates to reload accounts frequently and unnecessarily increase costs borne by consumers. This approach involved analyzing the data submitted by carriers, as well as comments in the record, to determine which fees ICS providers should legitimately be able to charge end users.

#### 2. Discussion

148. *Review of Ancillary Service Charges in the Record.* In response to the Mandatory Data Collection, the Commission received some data regarding ancillary service charges, but providers did not follow consistent approaches in assessing and labeling such fees, and allocated and reported these costs in inconsistent ways. Accordingly, in the *Second FNPRM* the Commission sought comment on these data inconsistencies and on the ancillary service charge data generally. The Commission also sought comment on prohibiting separate ancillary service charges for functions that are typically part of normal utility overhead and should be included in the rate for any basic ICS offering, and asked if certain types of ancillary service charges, such

as refund charges, should be disallowed altogether.

149. In response to the *Second FNPRM*, commenters disagreed over the exact nature of the reforms that should be implemented, but the majority agreed that many or all ancillary service charges should be eliminated. ICS provider CTCL claims that ancillary service charges, not site commissions, drive high ICS calling rates. ICS users also supported reforming ancillary service charges with examples of the impact of such charges on their ability to make calls. Even when consumers are made aware of the fees, they can still seem unjustified or unclear. The record indicates that ICS providers can receive fair compensation and provide secure services with a simplified ancillary service charge structure.

150. *Prohibiting Ancillary Service Charges.* The Commission sought comment on prohibiting ancillary service charges altogether. Certain parties argued that the best approach to ancillary service charges was to ban them outright. The Wright Petitioners, for example, contend that no cost data in the record justifies the existence of ancillary fees, and that ancillary fees differ significantly among providers for no reason except that ICS providers will charge as much as they can. If the Commission does not eliminate ancillary service charges, then the Wright Petitioners contend that any rules addressing ancillary service charges must specifically identify the fees that may be charged and prohibit all others. PLS argues the Commission should prohibit ancillary service charges because many of these fees bear no relation to ICS costs.

151. *Reducing Categories of Ancillary Service Charges.* The Commission also sought comment on limiting the number of allowable ancillary service charges. Many commenters support this approach as enabling ICS providers to still earn a profit, while providing their services at just and reasonable rates. CenturyLink explains that “the overall cost of ICS to inmate families will not be reduced without restrictions on ancillary fees” and recommends that the Commission “eliminate all but a narrow class of ancillary fees and impose reasonable rate caps on those that it allows.” One commenter explains that ancillary fees have “no actual relation to actual costs borne by ICS providers and have become a mechanism by which providers sustain or increase their overall revenues.” Indeed, even ICS providers have recognized the need for reform and have submitted various proposals to that end.

152. Parties differ about which ancillary service charges should be capped. For example, a number of commenters believe that the Commission should eliminate all fees for services that a consumer is required to pay in order to access basic ICS, including, but not limited to, account set-up, maintenance, funding, refund, and closure fees. In addition, Praeses suggests that “[a]ll costs that Providers necessarily and unavoidably incur as part of completing an inmate call should be recovered through ICS rates. As a result, Providers should not be permitted to charge any ancillary fees to recover such intrinsic ICS costs, such as validation fees or fees related to Facility-required security.”

153. Of additional concern is the ability of ICS providers to evade any limitation on a particular ancillary service charge simply by changing its name. ICSolutions notes that if an RFP for ICS prohibits a specific fee, some bidding ICS providers simply rename it or create a new fee to take its place. Other commenters contend that if ICS providers want to impose additional ancillary service charges, then they should ask for a waiver from the Commission or a rule modification.

154. This concerns us because it suggests that ICS providers are using ancillary service charges as a loophole to increase revenues and undermine the impact of the interstate rate caps adopted in the *2013 Order*. Illustrating the impact this trend has on consumers, Pay Tel explains that if a family has \$100 to spend on inmate calling for the month, ancillary fees can consume up to \$60, leaving only \$40 for the actual phone calls. Ancillary fees often increase the average cost of a 15-minute call to as much as \$8.33, more than double the price of a 15-minute call at the Commission’s interim rate caps adopted in the *2013 Order*. Some commenters also raise concerns that some ICS providers may impose unfair rates by instituting minimum or maximum amounts that may be deposited for prepaid calling accounts.

155. *Proposals in the Record*. The Commission has focused on market failure with regard to unchecked and escalating ancillary service charges in this proceeding, including releasing a public notice prior to the *2013 Order* seeking additional information about this topic. Since 2012, the Commission has received several proposals detailing comprehensive ICS reform approaches, and had the benefit of observing real world models regulating ancillary service charges.

156. *Alabama PSC Reforms*. In the *Second FNPRM*, the Commission noted

that the Alabama PSC had implemented an approach to ancillary service charges that both limited the kinds of allowable ancillary service charges and capped the fees for those charges. Specifically, the Alabama PSC authorized, but capped, separate ancillary service charges for particular services, including a \$3.00 maximum fee for debit/credit card payment, \$5.95 maximum fee for payment via live agent, \$3.00 maximum cap for bill processing for collect calls billed by a call recipient’s local telecommunications service provider, \$5.95 maximum cap on third-party payment services, five percent cap on inmate canteen/trust fund transfers, and a \$2.00 maximum cap on paper billing statements. The Commission sought comment on this approach.

157. In the *Second FNPRM*, the Commission specifically asked whether the Alabama PSC’s rate caps for credit card payments (\$3.00 maximum) and live operator assisted payments (\$5.95) would be appropriate for the Commission to adopt. Many commenters seeking to reform ancillary service charges focused not only on reducing the kinds of ancillary service charges that may be imposed, but also on imposing caps on the fees that may be charged for the approved ancillary service charges. Some commenters expressed concern that unreasonable costs would continue to be passed through to end users if regulations only specified the ancillary service charges that may be levied, without also imposing caps on those charges.

158. *Joint Provider Proposal*. In the *Second FNPRM*, the Commission also sought comment on the Joint Provider Proposal’s suggestions for ancillary service charge reform. This proposal would voluntarily eliminate a number of types of fees, including per-call fees, account set-up fees, billing statement fees, account close-out and refund fees, wireless administration fees, voice biometrics and other technology fees, and regulatory assessment fees, and cap charges for non-eliminated fees. The Joint Provider Proposal supported a \$7.95 cap for three years on debit/credit card payment or deposit fees, a cap for three years at existing fees (as high as \$14.99) for calls billed to a credit card and as high as \$9.99 for calls billed to a mobile phone, and a cap on money transfer fees at the existing level (as high as \$11.95), plus a \$2.50 administrative fee cap. Joint Provider Proposal supporters claim that their proposal will “dramatically alter the economic landscape of the ICS industry, making it possible for providers to forego many fees and cap others at current levels.”

159. Some commenters criticize the Joint Provider Proposal as retaining the most lucrative ancillary service charges, and undermining reform efforts by allowing the large providers to maintain their dominant positions. CTEL asserts that smaller ICS providers lack the market power to impose high ancillary service charges. The Alabama PSC also states that it “cannot emphasize strongly enough that the outliers in terms of excessive ancillary fees are the providers that submitted the Proposal to the Commission.”

160. *Pay Tel Proposal*. On October 3, 2014, Pay Tel submitted an *ex parte* describing a proposal for comprehensive reform, including rate reform, a proposed approach for site commission payments, reporting requirements, and a proposal for ancillary service charge reform. The Commission sought comment on this proposal in the *Second FNPRM*. The Wright Petitioners agree with Pay Tel that there should be specific guidelines for the disclosure of rate and ancillary fee information.” The Alabama PSC, Wright Petitioners, CenturyLink, and NCIC agree with Pay Tel’s suggested ancillary service charge rate caps in a number of respects. Securus, however, argues that Pay Tel mischaracterizes the Joint Provider Proposal, and that, to justify its own proposal, Pay Tel grossly overestimates the amount of ancillary service charges that consumers will have to pay under the Joint Provider Proposal.

### 3. Establishing Limited List of Permitted Ancillary Service Charges

161. After careful consideration of the record, including analysis of the Mandatory Data Collection, we conclude that reform is necessary to address ever-increasing fees that are unchecked by competitive forces and unrelated to costs. ICS providers, which typically have exclusive contracts to serve a facility, have the incentive and ability to continue to extract unjust and unreasonable ancillary service charges. As a result, we conclude it is necessary to reform the ancillary service charge structure imposed on consumers by ICS providers, as shown in Table Four below. All other ancillary service charges not specifically included in Table Four are prohibited. (Thus, providers would be prohibited from imposing charges for biometric technology, for example.) We conclude that the allowable charges will facilitate communications between inmates and their loved ones and will allow ICS providers to recover the costs incurred for providing the ancillary service associated with the relevant fee. We find no other examples in the record of

ancillary services that are actually provided today and that have a cost that warrants recovery.

162. Our approach is supported by the record and will reduce the cost of service for millions of consumers. Even so, as with all reforms adopted in this Order, we will reevaluate these charges in two years to determine if adjustments are appropriate. We expect that these caps will serve as backstops as efficiencies are gained by providers, and contracts are changed, or new contracts are entered into between parties. For example, the record indicates that the recently-adopted New Jersey state correctional institutions' ICS contract specifically prohibits "discretionary fees," which include bill statement fees,

monthly recurring wireless account maintenance charges, account setup fees, funding fees, refund fees, and a single bill fee. Finally, we believe it is reasonable to expect that the ancillary service charge caps may encourage providers to more efficiently provide ancillary services, potentially stimulating competition among ICS providers to the added benefit of consumers and in keeping with section 276's statutory mandate. The reforms are intended to facilitate the proper functioning of the ICS market.

163. Each of the entries in Table Four focuses on the particular functions related to each type of charge listed below. (Thus, even if a provider renames one of its fees to match the

terminology in this table, that will not be sufficient to make an allowable ancillary service charge. Also, each individual ancillary service charge that an ICS provider levies must serve one of the permitted functions in order to qualify as a permissible ancillary service charge, regardless of the precise terminology used. In the event of dispute, the Commission will evaluate the fee charged to a consumer on the basis of the totality of the circumstances, judged from a reasonable consumer's point of view, to determine whether the fee serves one of the permitted functions. Automated payments include payments by interactive voice response (IVR), web, and kiosk.)

TABLE FOUR

Permitted ancillary service charges and taxes	Monetary cap per use/instruction
Applicable taxes and regulatory fees .....	Provider shall pass these charges through to consumers directly with no markup.
Automated payment fees .....	\$3.00.
Fees for single-call and related services, e.g., direct bill to mobile phone without setting up an account.	Provider shall directly pass through third-party financial transaction fees with no markup, plus adopted, per-minute rate.
Live agent fee, i.e., phone payment or account set up with optional use of a live operator.	\$5.95.
Paper bill/statement fees (no charge permitted for electronic bills/statements).	\$2.00.
Prepaid account funding minimums and maximums .....	Prohibit prepaid account funding minimums and prohibit prepaid account funding maximums under \$50.
Third-party financial transaction fees, e.g., MoneyGram, Western Union, credit card processing fees and transfers from third-party commissary accounts.	Provider shall pass this charge through to end user directly, with no markup.

164. *Data Analysis.* Based on our analysis of the ancillary service charge cost data submitted in response to the Mandatory Data Collection and the record, we conclude that the caps we adopt for ancillary service charges will allow ICS providers to recover their reported costs attributable to providing these services and earn fair compensation. Ten of the fourteen ICS providers that submitted data in response to the Mandatory Data Collection included cost and revenue data for ancillary service charges. One provider did not report any direct costs related to ancillary service charges and one provider reported only one ancillary service charge. The reported rates for ancillary service charges range from \$0.08 to \$10.97 per use for automated payments, from \$2.49 to \$5.95 per use for transactions handled by a live agent, and from \$1.50 to \$5.00 for paper billing fees. In comparison, ICS providers report that they incur costs for ancillary service charges ranging from \$0.10 to \$6.58 when they offer automated payments, \$2.49 to \$5.26 when they offer transactions handled by a live agent, and \$0.08 to \$2.88 when they

offer paper billing. These numbers serve to illustrate the enormous difference between the charges imposed on ICS end users and the much lower costs to ICS providers of offering those services. The ancillary service charge caps we have selected fall within a reasonable range of the reported costs for the services, and are supported by the record for each fee cap as explained below.

165. We also note that some jurisdictions have banned ancillary service charges and that providers have complied with such regulations. This suggests that ancillary service costs can be recovered with reasonable ICS rates. Accordingly, our ancillary service charge caps should more than adequately compensate for the costs incurred. Moreover, we conclude that the annual reporting, certification and data collection requirements adopted herein regarding ancillary fee information will ensure compliance with the requirements. We will use this information to ensure that ICS providers are complying with the reforms adopted herein.

166. *Ancillary Services Charge Cap Methodology.* The reforms we adopt herein represent a middle ground between the various proposals in the record. First, we determined which categories of ancillary service charges should be allowed. Next, we evaluated the information obtained through our Mandatory Data Collection as discussed above, and comments in the record addressing the specific proposals in and in response to the *Second FNPRM*. We conclude that prohibiting ICS providers from recovering their costs reasonably and directly related to making available an ancillary service would not allow ICS providers to receive fair compensation for those services. We also conclude that certain proposed high ancillary service charges, such as those in the Joint Provider Proposal, would result in excessively compensatory fees and would violate our requirement to make ICS rates just, reasonable and fair to end users. Therefore, we adopt caps on fees for ancillary service charges that will allow ICS providers to recover the costs incurred for providing the ancillary service associated with the relevant fee while ensuring just, reasonable, and fair

rates to end users. Below we explain the analysis that went into determining the appropriate cap for each category of permitted ancillary service charge.

167. *Automated Payment Fee.* We permit up to a \$3.00 automated payment fee for credit card, debit card, and bill processing fees, including payments made by interactive voice response (IVR), web, or kiosk. This approach is supported by the record and more than ensures that ICS providers can recoup the costs of offering these services. The Commission specifically sought comment on automated payment fees in the *Second FNPRM*. For example, the Commission asked whether a \$3.00 cap for debit and credit card payment fees via the web, an IVR, or a kiosk was an appropriate charge. We find support for our approach from numerous commenters, including the Alabama PSC, which concluded, as we do, that a \$3.00 cap for credit card processing and bill processing is appropriate. This \$3.00 cap is also supported by Pay Tel, which charges this amount for automated payments. In addition, multiple parties support this approach in the record, including the Wright Petitioners, CenturyLink, and NCIC—all of which agree this amount is an appropriate cap for automated payments. Securus, one of the largest ICS providers in the market, asserted that allowing end users to pay with credit cards costs the company more than \$3.00. The credit-card processing costs that Securus cites indicate to us that it is an outlier, especially since, as just discussed, companies that are much smaller than Securus acknowledge that they can process credit card payments at a \$3.00 rate. We find that a \$3.00 cap on automated payments is supported by the reported *costs* of providing the service as opposed to other *rates* for the service.

168. *Live Agent Payment Fee or Account Set Up.* We allow ICS providers to recover up to \$5.95 when consumers choose to make use of an optional live operator to complete ICS transactions. We have recognized that interaction with a live operator to complete ICS transactions may add to the costs of providing ICS. Thus, we allow an ancillary service charge to compensate providers for offering this optional service. As with the other ancillary service charges we have determined are appropriate, in the *Second FNPRM*, the Commission also specifically asked commenters about the \$5.95 maximum fee for live operator assisted payments. For the live agent phone payment of \$5.95 that we adopt, we note that multiple ICS providers including, CenturyLink, NCIC, and Pay

Tel, as well as the Wright Petitioners, and the Alabama PSC, all agree that this is the correct rate. This \$5.95 fee may only be charged once per interaction with a live operator, regardless of the number of tasks completed in the call, and live operator calls may not be terminated in order to attempt to charge this fee an additional time. We will monitor any complaints we receive with regard to the live agent fee that suggest that providers are attempting to circumvent the limitations this rule sets forth.

169. *Paper Bill/Statement Fee.* We permit a cap of \$2.00 for optional paper billing statements. In the *Second FNPRM*, the Commission noted that the Alabama PSC had capped the charge for a paper bill or statement, and asked commenters to explain whether this, and other approaches taken by the Alabama PSC, were reasonable and would lead to just and reasonable rates and fair ICS compensation. Multiple commenters agreed. Specifically, the \$2.00 paper bill charge we adopt is supported by the Wright Petitioners, Pay Tel, and the Alabama PSC, while CenturyLink argues that the rate should be marginally higher at \$2.50 per bill.

170. *Third-Party Financial Transaction Fee.* In the *Second FNPRM*, the Commission asked how it should ensure that money transfer service fees paid by ICS consumers are just and reasonable and fair. The record establishes that inmates' families frequently do not have bank accounts, and therefore rely on third-party money transfer services such as Western Union or MoneyGram to fund calls with inmates. Third-party financial transaction fees as discussed herein consist of two elements. The first element is the transfer of funds from a consumer via the third-party service, *i.e.*, Western Union or MoneyGram, to an inmate's ICS account. (We use these two services as an example but do not foreclose the possibility that there are other third-party financial transaction services. Credit card payment processing also falls under the discussion here.) The second element is the ICS provider's additional charge imposed on end users for processing the funds transferred via the third party provider for the purpose of paying for ICS calls. We find that this first aspect of third-party financial transaction, *e.g.*, the money transfers or credit card payments, does not constitute "ancillary services" within the meaning of section 276. The record suggests that ICS providers have limited control over the fees established by third parties, such as Western Union or credit card

companies, for payment processing functions.

171. However, the record indicates that ICS providers are imposing significant additional charges, as high as \$11.95, for end users to make account payments via third parties, such as Western Union or MoneyGram, and sharing the resulting profit with those third-party financial institutions. We find that the ICS providers' additional fee or mark-up to the third-parties' service charges function as a billing-and-collection related charge, on top of the third-party charge, that the Commission has authority to address. Providers have offered no cost-based justification for imposing an additional fee on end users on top of the third-party money-transfer service or financial institution fee, nor have they explained what (if any) functions they must necessarily perform to "process" a transfer already transferred from the third-party provider. Therefore, as discussed in more detail below, we require that ICS providers pass through to their end users, with no additional markup, the money transfer or third-party financial transaction fees they are charged by such third parties. (The record indicates that no additional markup is warranted on top of the fees charged by the third-party payment providers.)

172. Our adopted approach ensures that, in transactions like these, ICS providers do not receive excessive compensation, while also protecting consumers from unreasonable additional fees that result in unjust and unreasonable ICS rates. We find support for our third-party financial transaction fee approach from parties such as CenturyLink and NCIC, and the Alabama PSC additionally urges the Commission to require ICS providers to "eliminate the provider ancillary charge premium they assess on top of the \$5.95 payment transfer fee available to their customers from Western Union and MoneyGram."

173. *Prohibited Fees.* As explained above, our approach to fees charged for ancillary services specifically enumerates the charges permitted and bans all other ancillary service charges. We find no other examples in the record of ancillary services that are actually provided today and that have a cost that warrants recovery. While we place limits on the types of ancillary service charges we allow, we note that it is important to have payment options that permit the consumer simply to pay for service without incurring any additional charges. Many commenters, including ICS providers, agree that these basic or standard methods, such as making

payments by check or money order, must remain available without charge. Securus, for example, has assured the Commission that “[p]ayment by check or money order always will be available and free of charge.” In accordance with our decision to allow only the specific ancillary service charges we enumerate in this Order, we clarify that no charges are permissible for payment by check or money order.

174. At this time, we do not find it necessary to eliminate all ancillary service charges to be consistent with our statutory objectives and policy goals for ICS reform. We are mindful of and concerned about the potential for continued abuse of ancillary service charges, and we will monitor the implementation of these caps and determine if additional reforms are necessary in the future. By limiting the scope of ancillary service charges, we also resolve other problems presented in the record. We prohibit all other ancillary service charges not enumerated because the record did not demonstrate that any other ancillary services are reasonably and directly related to the provision of ICS, nor are they necessary to ensure that ICS providers receive fair compensation for providing service. Permitting any other ancillary service charges would promote unfair, unjust, and unreasonable rates to end users, and would thus be contrary to our statutory mandate. Further, we find that removing a substantial number of unjustifiable charges not only benefits consumers, but also reduces compliance costs for ICS providers by allowing them easily to identify whether a particular charge is permitted by our rules. Additionally, since we have determined that the only justifiable ancillary service charges are the ones we specifically enumerated, there are no countervailing costs that would outweigh our selected approach.

175. *Purchase Minimums and Maximums.* In the *Second FNPRM*, the Commission asked commenters whether anything should be done about policies, such as funding minimums and maximums that may restrict consumers’ access to ICS. In response, some parties raise concerns that some ICS providers are engaging in unjust and unreasonable practices and imposing unfair rates by instituting minimum or maximum amounts that may be deposited for prepaid calling accounts. CenturyLink, for example, contends that “[p]roviders might impose high purchase minimums and complex refund policies to obtain captured funds. Providers might also adopt low purchase maximums to force customers to have to repeatedly re-purchase services and generate

transaction fees.” Similarly, ICSolutions urges the Commission to regulate minimum and maximum funding requirements, arguing that high minimum funding requirements “can preclude consumers from receiving calls from their loved ones,” while low maximums can force consumers to “fund their account more frequently, so that [the provider] can charge more ancillary fee payments.” Furthermore, NCIC points out that “payments for prepaid service by money order or check [are] available free of charge to ICS end users but this payment method is frequently impractical because of the excessive latency involved in establishing service (up to ten days for some providers).” Thus, inmates are essentially forced into entering into more costly prepaid options, many of which require minimum payments and/or impose maximum limits on deposits.

176. We agree that high purchase minimum requirements can lead to unfair compensation by forcing consumers to deposit relatively large sums of money even if they only want to make one short call or by driving consumers to more expensive calling options. Thus, high purchase minimums can effectively allow providers to charge exorbitant amounts for single calls. Such a result would be antithetical to the Commission’s goals and to the requirements of sections 201 and 276.

177. An artificial limit on maximum account deposits could also lead to gaming and loopholes. CenturyLink points out that low maximums on deposits can allow providers to increase transaction fees. A provider may refuse to permit a consumer from depositing more than a certain amount of money into an inmate calling account in a single transaction, thereby compelling the consumer to engage in additional transactions and, as a result, incur multiple ancillary service charges. Thus, providers could circumvent our reforms by placing artificially low limits on deposits and requiring consumers to incur ancillary charges every time they add additional money to an account.

178. In order to prevent ICS providers from obtaining unfair compensation by inflating costs for end users relating to maximum and minimum deposits, we prohibit ICS providers from instituting prepaid account minimums, and require that any provider that limits deposits to set the maximum purchase amount at no less than \$50 per transaction. Data from the Mandatory Data Collection show that the average call length reported by respondents was approximately 13 minutes. Under our new rate structure, that means the average cost of a call from a prison

would be about \$1.43. Accordingly, a \$50 maximum per transaction would mean that consumers will be able to make a relatively large number of calls with a single deposit (on average about 35 calls). We find that allowing a lower limit would create an unacceptable risk that providers would be able to compel consumers to incur multiple ancillary service charges, as explained above. We note, however, that the record also reflects concerns that setting the floor for maximum allowable deposits too low could create risks for ICS providers, including the potential for fraud. Allowing providers to institute maximum deposit amounts, but requiring that those maximums be no lower than \$50, strikes a reasonable balance between the competing concerns expressed in the record. We also note that various providers have instituted maximum deposit policies that conform to our requirement of no less than a \$50 maximum per transaction, and in some circumstances have even instituted higher maximum deposit limits. As noted below, we will continue to monitor the ICS marketplace and to investigate any attempts, such as these, to circumvent our rate caps or our rules governing ancillary charges. Due to the history of the large number and ever-changing and growing nature of ancillary service charges, as described in the record, we will be diligent in identifying any providers that violate the new rules covering ancillary service charges, third-party financial transaction fees, and minimum and maximum account funding. Accordingly, we delegate to the Bureau the authority to clarify the rule as necessary, after public notice and an opportunity to comment, where appropriate, to ensure that the reforms adopted in this Order relating to ancillary service charges and third-party financial transaction fees are properly reflected. This includes seeking comment on prohibiting additional ancillary fees if there is evidence of abuse of the permitted charges.

#### 4. Cost-Benefit Analysis

179. After careful consideration, we find that our approach to adopt simple ancillary service charge caps provides significant and important benefits to ICS end users, outweighing any potential burdens to providers. As discussed above, we conclude that reform is necessary to address ever-increasing and multiplying fees that are unchecked by competitive forces and unrelated to costs. We find that the allowable ancillary service charges will facilitate communications between inmates and their families, while enabling ICS

providers to recover the costs incurred for providing the associated ancillary services.

180. It is clear that market failure exists with regard to ancillary service charges. Numerous parties cite specific instances of such market failure or abuse among ancillary service charge categories. Additionally, commenters request the Commission take action to curb these abuses by adopting reforms.

181. By creating simple rate caps and limiting the scope of ancillary service charges, we resolve these problems and reform ancillary charges. We prohibit all ancillary service charges not specifically allowed, not only for the foregoing reasons, but also because the record did not demonstrate that any other ancillary services are reasonably and directly related to the provision of ICS or necessary to ensure that ICS providers receive fair compensation for providing service. Further, we find that removing a substantial number of unjustifiable charges not only benefits consumers, but also reduces compliance costs for ICS providers by allowing them easily to identify whether a particular charge is permitted by our rules, thus reducing the burden on them. As noted below, however, to minimize any potential burdens associated with ancillary service charges, we will reevaluate these charges to determine if adjustments are appropriate.

#### 5. Fees for Single-Call and Related Services

182. *Background.* The record indicates that single-call and related services are a growing part of the ICS market. These options, such as single-call services, are billing arrangements whereby an ICS provider's collect calls are billed through third-party billing entities on a call-by-call basis to parties whose carriers do not bill collect calls. A single-call service thus may be used for calls placed from the inmate facility to mobile phones or a telecom service where the called party does not have an account, does not want to establish an account, or does not know the party can establish an account with the ICS provider. Although some efficiencies may derive from single-call and related services, the record is replete with evidence that some of these services are being used in a manner to inflate charges, and may be offered at unjust, unreasonable, or unfair rates, and/or at rates above our interim rate caps or rate caps adopted in this Order. The record also highlights substantial end-user confusion regarding single-call services.

183. A significant problem with single-call and related services is that they end up being among the most

expensive ways to make a phone call. In the *Second FNPRM*, the Commission sought comment on the prevalence of single-call services and whether rates for such services are just and reasonable.

184. There is a diversity of views in the record on single-call and related services. CPC believes that single-call services should be treated as ancillary services subject to rate caps and that consumers must be notified of the option to set up a prepaid account instead. Several commenters believe that all of these single-call and related services should be eliminated because they are simply an "end run" around the Commission's rate caps. The Wright Petitioners note that any proposed rate caps should also apply to single-call services, along with a \$3.00 funding fee. PPI also argues that, in the alternative, charges for single call services should be restricted to a reasonable deposit fee, plus a reasonable capped call fee. As the Alabama PSC notes, "[t]he regulator's duty is to set fair and reasonable rates for ICS calls."

185. ICSolutions notes that the single-call or related service charge is often \$9.99 or \$14.99, regardless of whether the call lasts one minute or 10 or 15 minutes, and that these rates are 300 percent or 376 percent higher than the effective interstate rate caps. It contends that such calls pose a danger to consumers, and that providers manipulate consumers into selecting these calling options even though less costly call options may exist. Other providers share ICSolutions' concern that single-call or related services are used to "inflate ancillary fees" at the expense of end users. CenturyLink, ICSolutions, and NCIC, among others, expressed concern about the use of third parties, including unregulated subsidiaries, to provide single-call or related services at high fees, and about revenue-sharing arrangements that enable ICS providers to recoup all or a portion of the ancillary service charge as profit outside our rate caps. Additionally, the Alabama PSC analyzed these single-call services in a jail, and found that "[a]lthough single payment calls account for 14% of the calls and 17% of the minutes at the facility, they are responsible for 42% of all the revenue generated." Conversely, GTL urges the Commission not to regulate these services, arguing the Commission does not have jurisdiction to do so. Securus similarly argues that single-call and related services should not be considered ancillary services because they are optional and are not intended to be a substitute for traditional ICS calls. Securus asserts

that if the Commission regulates the rates for single-call and related services, ICS providers will be forced to stop offering them, and inmates and their friends and families will have fewer calling options by which to stay in touch.

186. *Discussion.* We agree with commenters that suggest single-call and related services are another form of ancillary service charges. The additional costs stemming from single-call and related services are ancillary to the provision of ICS because they are additional fees charged to consumers, based on the consumer's discretion and desire to make use of such a service because, for example they want to speak to the incarcerated person as quickly as possible in order to arrange their release. We therefore believe that reform is necessary and that it is appropriate to address unreasonable charges. As a result, for single call and related services, we permit ICS providers to charge the amount of the third-party financial transaction (with no markup) added to a per-minute rate no higher than the applicable rate cap. These reforms are necessary to ensure that when end users decide to take advantage of single-call and related services, the rates for such calls comply with the statute.

187. Unlike the ancillary service charge caps adopted above, we do not find that single-call and related services are reasonably and directly related to the provision of ICS, but are ancillary to ICS. We believe that charges for single-call and related services inflate the effective price end users pay for ICS and result in excessive compensation to providers. Accordingly, for single-call and related services, the Commission will allow ICS providers to charge end users for each single call in a manner consistent with our approach to third-party financial transaction fees—*i.e.*, ICS providers may charge the amount of the third-party financial transaction (with no markup) added to a per-minute rate no higher than the applicable rate cap. This approach is consistent with our overall approach to reforming both ICS per-minute rates and ancillary service charges. It will ensure just and reasonable rates for end users that are based on actual costs incurred by ICS providers.

188. The record supports our reforms to fees charged for single-call and related services. We have authority to reform ancillary service charges and we therefore disagree with ICS providers that argue we lack authority. Moreover, our approach in no way interferes with contracts between ICS providers and third-party payment processors or

mobile phone companies because our rule simply prevents ICS providers from adding additional fees to the cost of these calls. It does not dictate what fees an ICS provider itself may choose to pay or not pay these third parties for services rendered.

189. We have also heard from commenters that a major problem with single-call and related services is that customers are often unaware that other payment options are available, such as setting up an account. To help alleviate the problem of customers continually paying set up fees for single-call and related service calls, we encourage providers to make clear to consumers that they have other payment options available to them. This is consistent with our discussion and analysis regarding consumer disclosure requirements below. We will continue to monitor the use of such calling arrangements and seek specific information about them in the Further Notice of Proposed Rulemaking published elsewhere in this issue of the **Federal Register**.

#### 6. Taxes and Regulatory Fees

190. The record in this proceeding indicates that ICS providers charge ICS end users “fees under the guise of taxes.” In an effort to ensure just, reasonable and fair ICS rates, in the *Second FNPRM*, the Commission asked “whether the cost of regulatory compliance should be considered a normal cost of doing business and as such should be recovered through basic ICS rates, not additional ancillary fees.” In response, Lattice asserts that “ICS providers also must be permitted to continue to collect pass-through charges such as state and local taxes, universal service and numbering charges, and other federal, state and local fees.”

191. ICS providers are permitted to recover mandatory applicable pass-through taxes and regulatory fees, but without any additional mark-up or fees. The Commission has defined a government mandated charge as follows: “amounts that a carrier is required to collect directly from customers, and remit to federal, state or local governments.” Non-mandated charges are defined to be “government authorized but discretionary fees, which a carrier must remit pursuant to regulatory action but over which the carrier has discretion whether and how to pass on the charge to the consumer.” Commission precedent prohibits providers from placing a line item on a carrier’s bill that implies a charge is mandated by the government when it is in fact, discretionary.

192. We agree that the ability to collect applicable pass-through taxes and regulatory fees without adding a markup is important and consistent with precedent. However, we reiterate that it is misleading “for carriers to state or imply that a charge is required by the government when it is the carriers’ business decision as to whether and how much of such costs they choose to recover directly from consumers through a separate line item charge.” As such, we do not permit fees or charges beyond mandatory taxes and fees, and authorized fees that the carrier has the discretion to pass through to consumers without any mark up. This will help ensure, consistent with the goals of the reforms adopted in this Order, that ICS end user’s rates are just, reasonable and fair because they are paying the cost of the service they have chosen and any applicable taxes or fees, and nothing more. This approach has support in the record, including from the Joint Provider Proposal and Pay Tel.

#### 7. Legal Authority

193. We reaffirm the Commission’s finding in the *2013 Order* that it has jurisdiction over interstate ICS ancillary service charges and further find that we have authority to reform *intrastate* ancillary service charges. The Commission sought comment in the *Second FNPRM* as to whether it is also authorized to regulate intrastate ancillary service charges. In response, several commenters took the position that section 276 of the Act authorizes the Commission to regulate intrastate ancillary service charges. We agree.

194. We find that the Commission has the legal authority to adopt necessary reforms to interstate, intrastate, and international ancillary service charges. In the *2013 Order*, the Commission addressed interstate charges and found that billing and collection services provided by a common carrier for its own customers are subject to section 201, and are therefore, subject to Commission regulation. The Commission explained that it has jurisdiction “to regulate the manner in which a carrier bills and collects for its own interstate offerings, because such billing is an integral part of that carrier’s communication service.” We reaffirm that finding here. Thus, providers are on notice that efforts to circumvent our rate caps through artificially high ancillary fees will not be tolerated.

195. Although “ancillary services” are not defined by statute, and there is some disagreement in the record on this point, the dictionary meaning of the term “ancillary”—“providing *necessary support* to the primary activities or

operation of an organization, institution, industry, or system”—is instructive. Additionally, section 276(b)(1)(A) specifies that any compensation plan set forth by the Commission must ensure that providers “are fairly compensated for each and every *completed intrastate and interstate call . . .*”

196. In the discussion above, we find that we have jurisdiction over *intrastate* ICS charges, pursuant to section 276 of the Act. We also note that section 276(d) defines “payphone service” as “the provision of public or semi-public pay telephones, the provision of inmate telephone service in correctional institutions, and any *ancillary services*.” Thus, we believe it is clear that Congress provided the Commission with authority over ICS-related “ancillary services.” Based upon the plain language of these statutory provisions and the common definition of the term “ancillary,” we find that the term “ancillary services,” as used in section 276(d), is reasonably interpreted to mean services that *provide necessary support for the completion of international, interstate and intrastate calls* provided via ICS. We find that section 276 authorizes the Commission to regulate charges for intrastate ancillary services, such as billing and collection services, to the extent those charges involve the completion of a call, or other communications services. Such charges are quite literally the “necessary support” essential for the completion of inmate phone calls. Indeed, often the only purpose for establishing ICS accounts is to fund communication with inmates; therefore, these charges are reasonably understood to be ancillary to the completion of phone calls. As such, we conclude that billing-and-collection-related ancillary services such as account set up and transaction fees fall within the Commission’s jurisdictional authority and will be regulated in the manner described above.

#### D. Periodic Review of Reforms

197. While the *2013 Order* and today’s reforms are a significant step forward, we are committing to continuing to review the ICS market, including both costs and rates, to ensure that regulation remains necessary and that the reforms we adopt herein strike the right balance. The reforms adopted in this Order may facilitate changes in the ICS market that potentially could make it function properly and enable the Commission to reduce regulations. At the same time, changes in the market, for example, may necessitate additional modifications to the reform we adopt today. We will incorporate lessons learned from the prior data collection to

improve quality and eliminate anomalies. While the policies adopted in this Order have been carefully designed based on the record before us, we remain dedicated to evaluating how changing circumstances impact the nature and scope of reform. The Commission has the authority to take steps to effectively monitor compliance with this Order going forward.

198. To enable the Commission to take further ICS reform action, identify and track trends in the ICS market, as well as monitor compliance with the reforms adopted herein, we adopt a second, one-time Mandatory Data Collection to occur two years from publication of Office of Management and Budget (OMB) approval of the information collection. We believe it is appropriate to be able to conduct a review of the ICS market including ICS costs, rates and ancillary service charges to ensure that any regulations continue to be necessary to fulfill our statutory objectives and to ensure that any such reforms and rate caps reflect current market dynamics and costs.

199. In the *Second FNPRM*, the Commission sought comment on the benefits of establishing a review process. The Commission also sought comment on the Wright Petitioners' suggestion that the Commission commit to review the interim rates adopted in the *2013 Order*. In its comments, HRDC states generally that periodic reviews by the Commission to evaluate the ways in which ICS reforms impact phone rates, ancillary service charges and competition in the industry are "essential to ensure that the reforms create and maintain the proper incentives to drive ICS rates to competitive levels."

200. We find that, on balance, Petitioners' proposal for a periodic review of ICS data is not necessary at this time, nor is it the best tool for monitoring compliance with the Order. Therefore, we establish a less onerous requirement, which we anticipate will provide significant benefit at minimal cost. In lieu of the Petitioners' proposal, we adopt an approach similar to the one used by the Commission in a prior payphone order establishing the per-call rate for payphones, in which the Commission determined that it would "have to periodically review the cost-based compensation rate in order to ensure that it continues to 'fairly compensate' PSPs and promote payphone competition and widespread deployment of payphones." The Commission explained that, "[e]specially when market conditions have changed significantly, it is incumbent upon us to reexamine

whether the conditions resulting in the recent Commission-prescribed rate still apply." As with that situation, we conclude that the Commission should have the tools necessary to review the reforms that we adopt in this Order, in light of changing market conditions, to ensure that the rates continue to be just, reasonable, and fair. As explained above, ancillary service charges also significantly impact the effective rates ICS providers charge, and should therefore be part of this review.

201. To allow for consistent data reporting and to prevent duplicative filings, we direct the Bureau to develop a template for submitting the data and provide ICS providers with further instructions to implement the data collection. We direct the Bureau to complete a review of ICS costs and rates within one year from the date data is submitted, and we delegate to the Bureau authority to require an ICS provider to submit such data as the Bureau deems necessary to perform its review. Information in response to the forthcoming data collection may be filed under the *Protective Order* in this proceeding and will be treated as confidential.

202. Several commenters have expressed concern for the lack of transparency regarding ICS rates and fees. We share the concern that ICS contracts are not sufficiently transparent and we find adequate evidence, such as numerous public records lawsuits, to support HRDC's assertion that members of the public must "unnecessarily expend time and money to obtain records" of ICS contracts. We also recognize evidence suggesting that the information regarding ICS contracts and rates that is publically available may not be reliable. Therefore, we encourage ICS providers and facilities to make their contracts publicly available.

#### *E. Harmonization With State ICS Rules and Requirements*

203. Below, we provide guidance to ICS providers, correctional facilities and state regulatory bodies on the effect of the comprehensive reforms adopted herein on ICS requirements in the states and the Commission's authority to regulate these services pursuant to section 276 of the Communications Act.

##### 1. Background

204. In the *2013 Order*, the Commission sought comment on its tentative conclusion that section 276 "affords the Commission broad discretion to regulate intrastate ICS rates and practices . . . and to preempt inconsistent state requirements." Commenters' responses were mixed.

The Commission then followed up by seeking more focused comments on issues related to preemption and harmonization of state ICS requirements. Several commenters support preemption of state laws and requirements that are inconsistent with the federal regime, while a small number of commenters oppose such preemption and question our authority to preempt state requirements related to intrastate ICS. As discussed below, we now adopt the tentative conclusion the Commission first expressed in the *2013 Order*, and hold that we have the authority to preempt state requirements that are inconsistent with the rules we adopt in this Order. More specifically, we conclude that a state requirement that ICS be provided at a particular rate that exceeds the caps we have adopted would trigger change-in-law provisions or require renegotiation. If for some reason that does not occur for any particular contract, parties can file a petition with the Commission seeking the appropriate relief. State rates below our rate caps or ancillary fee caps will not be preempted.

205. The rate caps and reforms adopted herein should operate as a ceiling in areas where states have not enacted reforms. This is consistent with Commission precedent in which it has determined that rates at or below a newly-enacted rate cap were not to be changed. We strongly encourage all states to evaluate additional measures to reduce and eliminate site commissions and ensure that rates for inmate calling services are as low as possible while still ensuring that robust security protocols are in place. Our actions today serve to ensure that a much-needed default framework is in place in areas where states have not acted to curb ICS rates.

206. In the *Second FNPRM*, the Commission sought comment on a number of issues related to the preemption of state regulation of ICS, as well as the potential to harmonize state requirements that are inconsistent with the Commission's comprehensive framework for regulation of both interstate and intrastate ICS. Among other questions, the Commission sought comment on its belief that it has "broad discretion to find that a particular state requirement, or category of state requirements, is either consistent or inconsistent with Commission ICS regulations under section 276(c)" and to preempt those regulations that are inconsistent.

207. Several commenters support preemption, urging the Commission to establish a uniform framework for both interstate and intrastate ICS. ICS

provider Lattice, for example, argues that “[s]ound public policy as well as the Communications Act and FCC precedent all support FCC reform across all ICS.” Lattice contends not only that “[s]ection 276 grants the Commission express authority to preempt state requirements to the extent they are inconsistent with FCC regulations,” but that “preemption of state regulation is required to fulfill the requirements of section 276.” Pay Tel also argues that the Commission has authority over intrastate ICS, and must “preempt inconsistent state regulations.” Additional commenters echo these assertions, arguing that the Commission has jurisdiction over both interstate and intrastate rates and must preempt inconsistent state requirements. Indeed, the Wright Petitioners state that “there is no debate that the FCC has the authority to preempt those state regulations that conflict with regulations adopted in this proceeding.”

208. Other commenters contend that the Commission lacks the authority to preempt state ICS requirements. According to the Arizona Corporation Commission (ACC), for example, “[s]ection 276 must be read in *pari materia* with 47 U.S.C. 152’s reservation of authority over intrastate matters.” The ACC further asserts that “the primary purpose of section 276 was to prevent unfair competition by incumbent local exchange carriers against the payphone providers [and] the other express purpose of this section was to ensure that payphone providers were fairly compensated for all calls placed using their payphones.” In addition, the ACC claims that state regulation of intrastate ICS is part of the states’ “historic police powers” and therefore should not be preempted unless preemption “was the clear and manifest purpose of Congress.”

## 2. Discussion

209. NARUC and the ACC argue that our authority under section 276 is limited to interstate services, and that our regulations must be narrowly targeted to address concerns about anticompetitive conduct by incumbent local exchange carriers. We disagree. These arguments are contradicted by the plain language of section 276. As explained above, the statute provides the Commission with the authority to regulate both interstate and intrastate ICS. Similarly, although section 276 addresses potential discrimination by Bell operating companies, it also contains provisions related to other subjects, including compensation for “payphone service providers,” a group that, by definition, encompasses

providers “of inmate telephone service in correctional institutions, and any ancillary services.” Furthermore, we believe that section 276’s broad mandate stands in stark opposition to ACC’s and NARUC’s attempts to narrowly confine the Commission’s ICS-related preemption authority.

210. Pay Tel urges the Commission to preempt state-imposed intrastate rates that are below the adopted caps, arguing that any rates that deviate from the Commission’s caps are “by definition, ‘inconsistent’” and must be preempted. We disagree. The primary purpose of the rate caps we adopt today is to ensure that ICS rates are “just and reasonable” and do not take unfair advantage of inmates or their families. State requirements that result in rates below our caps advance that purpose and there is no credible record evidence demonstrating or indicating that any requirements that result in rates below our conservative caps are so low as to clearly deny providers fair compensation. Evidence in the record shows that ICS can be provided at rates at or below \$0.05 a minute. We applaud the efforts some states have made to lower ICS rates and hope other states follow their lead. Our goal is affordable rates that provide fair compensation, and the federal framework we adopt today is meant to serve as a backstop to ensure rates are consistent with the statute in absence of state action.

211. We are mindful, however, of the fact that we also have a statutory obligation to ensure that payphone service providers, including ICS providers, are “fairly compensated.” If any state adopts intrastate requirements that result in providers being unable to receive fair compensation, providers may either seek appropriate relief in that state or from the Commission. We will review the relevant state requirements if they are brought to our attention in a petition and will decide at that time what, if any, remedial actions are warranted. If any party believes that a particular form of relief is called for, that party should clearly state the requested relief in a petition and set forth the legal authority for granting such relief. As noted above, section 276 explicitly grants the Commission authority to preempt state requirements to the extent they are inconsistent with FCC regulations. Accordingly, if a provider is able to demonstrate that a particular state law or requirement is inconsistent with the rules we adopt in this Order, we will, consistent with section 276, preempt the inconsistent requirement. We strongly encourage providers to seek relief from the relevant state entity before

approaching the Commission, however. We also note that there is no presumption that state-mandated rates deny fair compensation simply because they are lower than our rate caps. To the contrary, as noted above, we encourage states to enact additional reforms to inmate calling service and to drive intrastate rates as low as possible, consistent with the need to ensure fair compensation, retain service quality, and maintain adequate security.

212. Consistent with the regulatory approach adopted herein, providers may be able to comply with such statutory requirements without charging rates that exceed our rate caps. Given the absence of clear evidence indicating whether there are any state laws or other requirements that, in practice, would require providers to charge rates that exceed our caps, we need not decide whether any laws currently exist that are “inconsistent” with our regulatory framework. To the extent there are state requirements, including possible contractual requirements, that make our rate caps onerous for a particular provider, the affected provider may file for preemption of the state requirement or seek a temporary waiver of the rate caps for the duration of any existing contract. We note that any waiver request should include a discussion of the provider’s efforts to renegotiate the subject contracts and the outcome of such efforts. We delegate to the Bureau the authority to rule on such petitions and to seek additional information as needed. We also direct the Bureau to endeavor to complete review of any such petitions within 90 days of the provider submitting all information necessary to justify a waiver.

## 3. Existing Contracts

213. As the Commission has previously noted, ICS contracts “typically include change of law provisions.” We expect that the new rate caps and other requirements adopted in this Order constitute regulatory changes sufficient to trigger contractual change-in-law provisions that will allow ICS providers to void, modify or renegotiate aspects of their existing contracts to the extent necessary to comply with the new rate caps and/or to relieve the providers from site commission payments that would prove to be unduly onerous once this Order takes effect. The record regarding implementation of the 2013 interim rate caps indicates that such changes were implemented quickly. Indeed, the Commission has previously highlighted the fact that the record “indicates that ICS contracts are amended on a regular basis.” For

instance, the record indicates that Securix provided nine days' notice to facilities prior to implementing the rate caps adopted in the *2013 Order*. The record also indicates that GTL had a four-day transition period after executing a new contract to serve the state of Ohio.

214. Parties have further argued that invoking contractual change of law provisions and engaging in renegotiations with correctional facilities would materially affect ICS providers' ability to conduct their daily business. Yet the Commission saw little such impact regarding implementation of the 2013 interim rate caps. Those rate caps affected all interstate calls throughout the country, much like today's reforms will affect calls nationwide. Our experience with the Commission's previous reforms leads us to conclude that, for ICS providers that choose to invoke existing change of law provisions—and subsequently to engage in renegotiations with the facilities they serve—any inconvenience imposed on them in doing so will not materially affect the providers' ability to conduct their day-to-day business. Finally, the negotiations for any new or renewed contracts can and should be informed by the decisions in this Order, including our adoption of new rate caps for ICS.

215. ICS providers that have entered into contracts without change-of-law provisions did so with full knowledge that the Commission's ICS proceeding has been pending since 2012. Even so, we encourage facilities to work with those ICS providers during the transition period described below which we believe provides ample time to renegotiate contracts, if necessary, to be consistent with this Order. If any provider believes it is being denied fair compensation during the transition or implementation of the reforms adopted in this Order—due, for example, to the interaction of our rate caps with the terms of the provider's existing service contracts—it may file a petition seeking a limited waiver of our new rate caps or seek preemption of the requirement to pay a site commission, to the extent that it believes that such a requirement is a state requirement and is inconsistent with the Commission's regulations. Finally, negotiations for any new or renewed contracts can and should comply with the decisions in this Order, including our limitation on site commission payments and our adoption of new rate caps.

216. We note that the contractual provisions to which a state subjects itself, or its subdivision, may reasonably be subsumed within the "state requirements" addressed by section

276(c). Therefore, if a state or a political subdivision thereof uses a contractual agreement as a vehicle to impose certain requirements regarding rates or other aspects of ICS, we would consider, on a case-by-case, fact-specific basis, preempting those requirements to the extent they are "inconsistent with the Commission's regulations" as set forth in this Order. Without deciding whether preemption is factually or legally warranted in any particular case, we note that a contrary interpretation could leave states and localities free to undermine the Commission's implementation of section 276 by doing so via a contract, rather than a state law or regulation, which result appears to be counter to Congress's objectives in enacting section 276(c). As the Commission has noted in this very proceeding, "agreements cannot supersede the Commission's authority to ensure that the rates paid by individuals who are not parties to those agreements are fair, just and reasonable." To the extent ICS providers require waiver relief, they may take advantage of the procedures described below.

#### *F. Waivers of Rules Adopted in This Order*

217. In the *2013 Order*, the Commission held that an ICS provider that "believes that it has cost-based rates for ICS that exceed our interim rate caps" may file a petition for waiver for good cause. The *2013 Order* also confirmed that the Commission's standard waiver process applies to ICS providers. The Commission delegated to the Bureau the authority to approve or deny waiver requests. The Commission articulated the following factors that the Bureau could consider in reviewing a waiver request: Costs directly related to the provision of interstate ICS and ancillary services; demand levels and trends; a reasonable allocation of common costs; and general and administrative cost data. The Commission also noted that, because the adopted interim interstate rate caps were set at conservative levels, it expected that petitions for waiver "would account for extraordinary circumstances." Additionally, the Commission held that, for "substantive and administrative reasons," waiver petitions would be evaluated at the holding company level. The Bureau processed three requests for waiver of the interim interstate rate caps following this guidance and granted a temporary waiver to one provider.

218. In the *Second FNPRM*, the Commission sought comment on the waiver process detailed in the *2013*

*Order*. Several commenters object to the use of this waiver process to address concerns about the sufficiency of the rate caps. Some ICS providers ask that we review waiver petitions on a facility-by-facility basis in order to review locations where the costs of service exceed the rate caps. One commenter requests an expedited waiver process to allow the adoption of products or services involving costs paid to a third party, such as those involving a software agreement or new security feature. Commenters also suggest that the Bureau issue a blanket waiver excluding juvenile detention centers, secure mental health facilities, and jails with small populations, from our rate caps.

219. We have relied on the Mandatory Data Collection in establishing the rate caps adopted above. For the reasons previously given, we believe our rate caps are more than sufficient to allow carriers to receive fair compensation. We agree with the Petitioners that a tiered rate cap approach, as adopted herein, will reduce the need for waivers. We recognize, however, that we cannot foreclose the possibility that in certain limited instances, our rate caps may not be sufficient for certain providers. For those instances, we reaffirm the waiver standard for ICS providers adopted in the *2013 Order* and delegate to the Bureau the authority to rule on such waivers. Accordingly, an ICS provider that believes the rate caps for interstate and intrastate ICS do not allow for fair compensation may seek a waiver pursuant to the guidance articulated in the *2013 Order*. ICS provider waiver petitions may be accorded confidential treatment to the extent consistent with rule 0.459. We direct the Bureau to endeavor act to on such waivers within 90 days of the provider submitting all information necessary to justify a waiver. As the Commission previously stated, waiver petitions should be filed at the holding-company level. We believe that this approach best captures the way the majority of the ICS market functions; specifically that ICS providers serve multiple facilities utilizing centralized infrastructure, thus spreading related costs across their correctional facility customer base whenever possible. Furthermore, as described in the *2013 Order*, providers will be expected to provide data showing why they are unable to meet their costs under the applicable rate caps. We reiterate that "unless and until a waiver is granted, an ICS provider may not charge rates above the [applicable] rate cap and must comply with all aspects of this Order . . . ." However, consistent with Commission precedent,

exigent circumstances may warrant that the Bureau provide interim relief during the pendency of its review of a waiver request.

220. We also conclude that there is insufficient evidence available at this time to support a blanket waiver to providers incurring third-party technology costs or serving high-cost facilities. The Bureau will consider waiver petitions, including those from providers claiming to serve high-cost facilities, and evaluate the details specific to such petitions on a case-by-case basis.

### G. Disability Access to ICS

#### 1. Background

221. In the 2012 NPRM, the Commission noted that “there is evidence in the record to indicate that inmates with hearing disabilities may not have access to ICS at reasonable rates using TTYs [text telephones].” Specifically, the Commission cited evidence that “deaf and hard of hearing inmates who use TTYs have to pay more than their hearing counterparts” because “the average length of a telephone conversation using a TTY is approximately four times longer than a voice telephone conversation.” In light of this record, the Commission sought comment about the ICS access available to deaf and hard of hearing inmates and about the rates such inmates paid for ICS.

222. In the 2013 Order, the Commission clarified that ICS providers may not collect additional charges for calls made through any type of telecommunications relay service (TRS). In the *Second FNPRM* that accompanied the 2013 Order, the Commission also noted commenters’ assertions that TTY calls take “at least three to four times longer than voice-to-voice conversations to deliver the same conversational content.” The Commission, therefore, tentatively concluded that per-minute ICS rates for TTY calls should be 25 percent of the rate for standard ICS calls, and sought comment on this proposal. In addition, the Commission sought comment on a number of other issues related to ICS for inmates who are deaf and hard of hearing, including: (1) Whether and how to discount the per-minute rate for ICS calls placed using TTY; (2) whether action is required to ensure that ICS providers do not deny access to TRS by blocking calls to 711 and/or state established TRS access numbers; (3) the need for ICS providers to receive complaints on TRS and file reports on those complaints with the Commission; and (4) actions the Commission can take to promote the

availability and use of video relay service (VRS) and other assistive technologies in prisons.

223. The Commission asked additional questions about accessible ICS in the *Second FNPRM*. Specifically, the Commission sought comment on the following: (1) The actual relative length of TTY-to-TTY and TTY-to-voice calls as compared to voice-to-voice calls; (2) the claim that no ICS provider charges for voice-to-TTY or TTY-to-voice calls because “the ‘interexchange company holding the [state] TRS contract carries the call to the called party,’” and if true, whether the final reduced ICS rates for TTY calls should only apply to TTY-to-TTY calls; (3) whether AT&T and other entities that provide TRS are providing ICS for TRS calls placed by inmates; (4) how the Commission’s relay service registration requirements can be met in a correctional facility setting where the equipment is handled by several users; and (5) the availability of and security concerns relating to devices used with newer technologies, such as videophones used for VRS and point-to-point video communications, devices used for IP CTS, and devices used for IP Relay.

224. Since 2012, when the Commission first sought comment on access to ICS for inmates who are deaf or hard of hearing, the Commission has continued to receive filings expressing concern about these prisoners’ lack of access to telephone services that are functionally equivalent to the services available to users of traditional voice services. The Washington Lawyers’ Committee (WLC), for example, claims that correctional facilities often fail to make TRS available to inmates. Similarly, Helping Educate to Advance the Rights of the Deaf (HEARD) asserts that “deaf prisoners in several states have had no telecommunications access for several years, while deaf detainees often spend their entire time in jail with no telecommunication.” According to the Rosen Bien Galvan & Grunfeld (RBGG) law firm, its clients “routinely report that their access even to outdated and disfavored [TTYs], particularly in county jail facilities, is limited to nonexistent and that their ability to communicate with loved ones and attorneys is thereby impaired.” RBGG further asserts that, even when correctional facilities have TTYs, “they are often not actually available to our clients because they are broken, because staff does not know they exist, or because staff does not know how to use the machines.”

225. In response to the *Second FNPRM*, Securus and GTL contend that correctional facilities, not the ICS

providers, “set correction facility policy as to the amount of access that hearing-impaired inmates (or any inmates) have to telecommunications services.” GTL also asserts that “disability access concerns are being addressed by the industry” and that GTL’s inmate calling services and the rates for those services are “fully compliant with the requirements of the Americans with Disabilities Act (ADA), the Communications Act of 1934, as amended, and current Commission requirements.”

#### 2. Discussion

226. *Functionally Equivalent Access.* We now take measures to address the various concerns and ongoing reports regarding the lack of equal telephone access by inmates. As an initial matter, we note that this proceeding has generally referred to individuals who are “deaf and hard of hearing,” in discussing accessibility matters. Because inmates who are deaf-blind or have speech disabilities also use TRS, they, too, have the same or similar policy concerns as inmates who are deaf or hard of hearing. Accordingly, we will now refer more generally to inmates with “communication disabilities” when discussing these accessibility issues. Additionally, we note that while our focus here is primarily on calls that are made *by* inmates with these disabilities, some of the policies we adopt requiring access to TRS will also benefit inmates who need to place calls *to* people with such disabilities.

227. Section 225 of the Act requires every common carrier that provides voice services to offer access to TRS within their service areas. Accordingly, all common carriers must make available, or ensure the availability, to their customers of those types of TRS that the Commission has required to be mandatory services provided to the public. At present, the Commission mandates two forms of TRS: TTY-based TRS and speech-to-speech (STS), both of which are provided over the PSTN. We remind ICS providers of their obligations to ensure the availability and provision of these forms of TRS. Consistent with these obligations, ICS providers also may not block calls to 711, a short form dialing code that is used to access TRS provided by state-run TRS programs.

228. We note that several parties have requested that the Commission require correctional facilities to provide more “modern” forms of TRS as well, along with the equipment needed to access those services. These parties assert that TTYs are largely outdated and that videophones and captioned telephones

are the standard modes of communication for people with communication disabilities. For example, RBGG urges the Commission's "active intervention" to encourage facilities to adopt modern communications technologies, such as videophones. Similarly, the National Association of the Deaf (NAD) asserts that "correctional facilities should be required to install and provide access to the telecommunications equipment required by deaf and hard of hearing inmates—whether it's a TTY, videophone, captioned telephone, or even an amplified telephone or one that is amplified and has large buttons."

229. The Communications Act requires TRS to be provided "in a manner that is *functionally equivalent* to the ability of a hearing individual" to use conventional voice telephone services. We agree with commenters that limiting all inmates with communication disabilities to one form of TRS, particularly what many view as an outdated form of TRS that relies on TTY usage, may result in communication that is not functionally equivalent to the ability of a hearing individual to communicate by telephone. However, as noted above, at this time, only two forms of TRS, TTY-based TRS and STS, are mandated services for all common carriers. While the Commission *authorizes* compensation from the Interstate TRS Fund for VRS, IP Relay, and both PSTN-based CTS and IP CTS, it does not *mandate* that these types of services be provided by any common carrier at this time. Accordingly, while we are only able to require ICS providers to make TTY-based TRS and STS available to inmates with communication disabilities, or to inmates who communicate by telephone with users of these services at this time, we strongly encourage correctional facilities to work with ICS providers to offer these other forms of TRS.

230. Several inmates with communication disabilities that have commented in the record note that in some instances, using a Telecommunication Device for the Deaf (TDD) is unsatisfactory because "[o]ur family members and friends who are deaf, are no longer using the obsolete TDD system." We reaffirm our existing policy of strongly encouraging correctional facilities to provide inmates with communication disabilities with access to TTYs, as well as equipment used for advanced forms of TRS, such as videophones and captioned telephones. In addition, we strongly encourage correctional facilities to comply with obligations that may exist

under other federal laws, including Title II of the ADA, which require the provision of services to inmates with disabilities that are as effective as those provided to other inmates. Access to more advanced forms of TRS, including VRS, IP Relay, CTS, and IP CTS, may be necessary to ensure equally effective telephone services for these inmates. We recognize that some facilities have already begun providing access to alternative forms of TRS, often as the result of litigation brought under these other statutes. We strongly encourage other facilities to continue this trend voluntarily, without the need for further litigation. The Commission will monitor the implementation and access to TRS in correctional institutions and may take additional action if inmates with communication disabilities continue to lack access to functionally equivalent service.

231. *Rates.* Several commenters have also expressed concern about the costs inmates with communication disabilities incur when they use TTYs. HEARD, for example, asserts that TTY calls are "at least four times slower than voice-to-voice conversations" and that "this time estimation does not account for varied literacy levels of users; 'garbled' transmissions that frequently occur in loud settings or with incompatible newer telephone technology; or the time required to connect to the operator, and subsequently to the party being called, among other things." One commenter describes his experience as an inmate with communication disabilities:

[a]fter you give the relay operator your name for the collect call the relay operator put[s] you back on hold once again to see if charges will be accepted by the party at the other end of your call. This process takes at least 5 to 8 minutes. This time is part of the 15-minute time limit that the Department of Corrections has on their timers for each call. Now keep in mind that a regular call costs a total of about \$2 but the relay service had a \$3.62 hook up fee, then so much per minute after that so you only get 5 to 7 min. and you have to call back and repeat this process.

232. Given the differences between TTY and traditional voice service, several commenters argue that TTY users should be charged a discounted rate for ICS calls. The Prison Law Office, for example, has argued that if the Commission does not take into account the relatively slow speeds of TTY-based conversations, it will be "in effect placing a surcharge on deaf prisoners." The Commission itself tentatively concluded in the *2013 Order* that the per-minute ICS rate for TTY calls should be set at 25 percent of the safe harbor rate of \$0.12/minute for debit/

prepaid calls and \$0.14/minute for collect calls.

233. Neither ICS providers, nor any other commenters, dispute arguments that TTY calls are longer, and therefore more expensive to consumers than non-TTY calls. Instead, Securus merely contends that it receives no additional compensation for this type of call above its tariffed rate. GTL, for its part, generally asserts that its ICS and associated rates are "fully compliant with the requirements of the Americans with Disabilities Act, the Communications Act of 1934, as amended, and current Commission requirements."

234. We find that the record overwhelmingly supports the conclusion that TTY calls take significantly longer than voice conversations, due to factors that include the longer time it takes the TTY user to type—rather than speak—his or her part of the conversation; the time delays that occur while the text is transmitted; and the technical difficulties that appear to affect TTY calls disproportionately compared to voice calls. TTY calls through TRS can take even longer than calls between two TTY users, because of the need for such calls to be set up before the communications assistant can connect the TTY user to the voice telephone user, and the need for the communications assistant to transcribe the spoken part of the call and relay it to the TTY user.

235. Given that there does not appear to be any dispute in the record over whether TTY calls take longer to transact than voice calls involving similar content, the question remains whether inmates with communication disabilities (or their families) should be required to pay more for ICS calls than their hearing counterparts simply because they need to rely on TTYs to communicate with their friends and relatives. As explained below, we find that it would be unfairly discriminatory to require TTY users to pay more per call than users of traditional voice telephone equipment.

236. In the *2013 Order*, the Commission clarified that it would be inconsistent with section 225 of the Act for ICS providers to collect "additional charges" (*i.e.*, charges in excess of those charged by the ICS provider for functionally equivalent voice communications service) for calls made through any type of telecommunications relay service. The *2013 Order*, however, did not address the relevance of section 276 to ICS provider charges for TRS calls. Section 276, which requires the Commission to ensure that ICS

providers “are fairly compensated for each and every completed intrastate and interstate call,” also states that TRS calls “shall not be subject to such compensation.” Thus, we believe it is reasonable for the Commission to interpret 276(b)(1)(A) to mean that TRS calls are not subject to the per-call compensation framework adopted herein. Specifically, section 276 exempts both emergency calls and TRS calls from the fair compensation mandate. The exemption of emergency calls means that providers may not charge for emergency calls. We believe it is reasonable to interpret the pairing of TRS with emergency calls as an indication that Congress also intended TRS calls be provided for no charge. Therefore, we prohibit ICS providers from assessing charges for ICS calls between a TTY device and a traditional telephone.

237. As for TTY-to-TTY calls, we find that, because such calls, by their nature, are of longer duration than voice calls, and because inmates with communication disabilities do not have the alternative of placing voice calls, it would be unfairly discriminatory to require TTY users to pay more per call than users of traditional voice telephone equipment. This finding is compelled not only by the evidence in the record, but also by the language of the relevant statutory provision. Section 276 requires the Commission to establish a “per call compensation plan” to ensure that payphone providers, including ICS providers, are fairly compensated for “each and every . . . call.” Such per-call compensation must be “fair” not only to the provider but also to the party paying for the call. Because of the significantly longer time that is necessarily consumed by TTY calls—as compared to the duration of voice telephone ICS calls—we conclude that, to ensure fair compensation on a per-call basis, ICS providers should offer TTY calls at lower per-minute rates than are charged for voice calls, even if such lower rates do not provide the level of *per-minute* compensation determined to be fair for voice telephone calls in the “per call compensation plan.” We reach this decision because of the per-call discrimination that would result were we to set the same rates for both types of calls.

238. Accordingly, for the reasons described above, we require that the rates charged by ICS providers for TTY-to-TTY calls be no more than 25 percent of the rates the providers charge for traditional inmate calling services. We recognize that this discounted rate may not represent the same level of compensation that is provided for voice

telephone calls carried over the same networks, but we have considered any additional costs that might be incurred by providers in setting the rate caps for ICS and concluded that there is enough room within the general rate caps to ensure the providers are still fairly compensated. Thus, ICS providers can expect to recover the cost of the TTY discount through the rates they charge other users, who account for the vast majority of ICS calls.

239. In setting the mandatory discount for ICS calls involving TTYs, we are cognizant of Securus’ claim that it cannot track TTY calls separately from other ICS calls and that any type of TRS-related billing requirement “would be extremely time-consuming and burdensome.” If Securus, or any other ICS provider, finds it too burdensome to track TTY calls and bill customers the discounted rate for those calls, it may opt to provide TTY-to-TTY calling for free. We expect the cost of forgoing the discounted fees for the relatively small number of TTY users of ICS will be nominal and that providers will be able to recover those costs through the “cushion” we have built into our rate caps. We find that the benefit to inmates that use TTY and TRS technologies outweighs any nominal costs to ICS providers. Finally, we note that facilities and ICS providers can avoid costs related to TRS calls by allowing inmates to use IP-based forms of TRS, such as VRS, IP Relay and IP CTS. However, the record indicates that “only a handful of prisons are equipped with videophones (e.g., Vermont, Virginia, and Wisconsin) and no prison or jail is known to have installed captioned telephones, many using security as an excuse for discrimination.” These calls would not require the services of an ICS provider and would be provided free of charge to both the user and to the facility.

240. *Disability-Access Related Reporting.* In discussing ICS disability access issues in the *2013 Order*, the Commission asked whether ICS providers should be required to collect and report: “(i) Data on TRS usage via ICS, and (ii) complaints from individuals that access TRS via ICS.” The Commission also sought comment “on the benefits and burdens, including on small entities, of imposing these reporting requirements.”

241. In the *Second FNPRM*, the Commission again sought comment on possible recordkeeping and reporting requirements specific to accessible ICS. Specifically, the Commission asked if “ICS providers [should] be required to report to the Commission the number of disability-related calls they provide, the

number of problems they experience with such calls, or related complaints they receive?” In response, the NAD asserts that the Commission should require “complaints, technical problems, how much telecommunications access is provided as compared to non-deaf or hard of hearing inmates, and whether there is access to modern telecommunications equipment.” HEARD asserts that “[t]he Commission can generate a genuine sense of accountability simply by requiring ICS providers to collect and report data on calls made using relay service, especially if prisoners and family members are paying for the service.” More specifically, HEARD suggests that, pursuant to the Commission’s existing consumer complaint procedures, correctional facilities should be required to report how long they have been without relay service or access, and if a recent change in the ICS provider preceded the problem.

242. Securus counters that “tracking of TTY is not possible” and that culling out calls would require Securus “to write a new computer application for its billing system” and “establish ‘separate databases at each correctional facility to identify inmates that may use a TTY device or call friends or family that require the use of a TTY or similar device.’” Securus further asserts that this difficulty is “compounded for any facility that does not use Prison Identification Numbers in association with its inmate telephone system.” Securus asserts generally that any type of TRS-related billing or call recordkeeping requirement “would be extremely time-consuming and burdensome.”

243. GTL separately asserts that the new technologies it is introducing, which are “better categorized as advanced communications services (ACS), enhanced services, or simply new technologies” are already subject to certain disability access requirements, including recordkeeping and reporting requirements. GTL is specifically referring to rule 14.31, which requires ACS providers discontinuing a product or service to create and keep records (for a two year period) relating to: (1) Their efforts to consult with individuals with disabilities; (2) the accessibility features of their products and services; and (3) the compatibility of their products and services with peripheral devices or specialized customer premise equipment commonly used to help individuals with disabilities achieve access. Additionally, ACS providers must file an annual compliance certificate with the Commission.

Finally, ACS providers facing formal or informal accessibility complaints must produce responsive records to the Commission upon request.

244. After reviewing the record, we adopt the reporting requirements proposed by HEARD and supported by NAD. Specifically, we require all ICS providers to include in the Annual Reporting and Certification filing described below: (1) The number of disability-related calls they provided; (2) the number of dropped disability-related calls they experienced; and (3) the number of complaints they received related to access to ICS by TTY and TRS users, *e.g.*, dropped calls, poor call quality and the number of incidences of each. We agree with HEARD that these reporting requirements will foster accountability on the part of ICS providers. We believe these reporting requirements will encourage providers to actively address problems affecting users' ability to access TRS (including TTY) via ICS. Moreover, the reports will give the Commission the information needed to assess ICS providers' compliance with the requirements adopted herein, as well as those imposed by section 225, including the statutory requirement that individuals with communications disabilities must be able to engage in communication by wire or radio "in a manner that is functionally equivalent to the ability of a hearing individual who does not have a speech disability," as well as the requirement that TRS be provided "in the most efficient manner."

245. Securus' main objection to the reporting requirements appears to be related solely to the difficulty of tracking TRS calls. But the record indicates that TRS calls make up only a small portion of ICS calls. Moreover, TTY-based TRS calls require specialized equipment and/or require calling a designated number such as 711. Either scenario should facilitate tracking TTY-based TRS calls. For instance, it should not be difficult to track a relatively small number of calls made from specialized equipment located in a correctional facility. Moreover, any burdens associated with providing limited reporting on these calls are far outweighed by the benefits such reporting will offer in terms of greater transparency and heightened accountability on the part of ICS providers. For example, our reporting requirements will facilitate monitoring of issues related to TRS calls, encourage greater engagement by the advocacy community, and provide the Commission the basis to take further action, if necessary, to improve inmates' access to TRS.

246. We further address concerns regarding the burdensomeness of our reporting requirements by establishing a safe harbor that will allow ICS providers to avoid any reporting obligations if certain conditions are met. Specifically, if an ICS provider either (1) operates in a facility that allows the offering of additional forms of TRS beyond those we currently mandate or (2) has not received any complaints related to TRS calls, then it will not have to include any TRS-related reporting in the Annual Report detailed below, provided that it includes a certification from an officer of the company stating which prong(s) of the safe harbor it has met. If the facility an ICS provider serves either ceases allowing additional forms of TRS beyond those we mandate or the ICS provider begins to receive TRS-related complaints, however, it must include all required TRS reporting information in its next Annual Report. We note that a report that includes the number of TRS calls provides important context for determining whether the number of complaints or dropped calls reported by a provider is problematic. We believe that allowing these safe harbors will provide equal or superior benefits over the reporting requirements because if taken advantage of they help mitigate ICS providers' concerns over the burdens associated with reporting (although we believe these burdens are minimal), and will help drive the adoption of more modern forms of TRS by correctional facilities, which helps further the deployment of ICS as well as helps maintain or increase contact between more incarcerated persons and the outside world.

247. *Cost-Benefit Analysis.* We find that the reporting and recordkeeping requirements related to disability-access ICS calling adopted in this Order are not overly burdensome. Parties have complained that the disability access communications within correctional facilities are not priced at rates that are just, reasonable, and fair, and that Commission intervention is necessary.

248. As discussed above, we conclude that these recordkeeping requirements are necessary to foster accountability on the part of ICS providers, and will encourage providers to address problems limiting users' ability to access TRS (including TTY) via ICS. Further, the reporting requirements will give us the information we need to assess ICS providers' compliance with the requirements adopted herein, as well as those imposed by section 225.

249. We find unpersuasive the objections raised to the reporting requirements. Reporting the number of problems and complaints associated

with TRS calls does not seem unduly burdensome. TRS calls make up only a small portion of ICS calls. Moreover, as noted above, TTY-based calls require specialized equipment and/or require calls to a designated number, such as 711; either scenario should allow for ease of tracking. Moreover, any burdens associated with providing limited reporting on these calls are far outweighed by the benefits such reporting will offer in terms of greater transparency and heightened accountability on the part of ICS providers. We further mitigate any potential burden from our reporting requirements by establishing safe harbors that allow ICS providers to avoid any reporting obligations if certain conditions are met, as discussed more fully above.

#### *H. Section 276 Is Technology Neutral*

250. We confirm the findings in the *2013 Order* that section 276, by its terms, is technology neutral with respect to inmate calling services. As such, our rules adopted herein apply to ICS regardless of the technology used to deliver the service. Therefore, if a particular service meets the relevant definition in our rules, then it is a form of ICS that was subject to our interim rules and that is subject to the rules we adopt today. The nomenclature used to describe a service is not dispositive of whether the service is or is not ICS. Whether any particular service meets those definitions requires a fact-specific inquiry that we may adjudicate if necessary. (We note that our definition of "inmate telephone" is broad and does not inherently rule out advanced services, and that the burden is on the provider in the first instance to determine whether it is providing ICS, and if it is not certain, to seek guidance from the Commission, for example in the form of a Declaratory Ruling.)

#### *I. Transition and Existing Contracts*

251. In establishing the transition, we balance the critical goal of providing necessary relief to consumers from unreasonably high ICS rates while remaining mindful of the potential impact on ICS providers and facilities to ensure a smooth transition to implement the new reforms. In designing our transition for this Order, we build on the lessons learned from implementing the 2013 ICS reforms. The record does not indicate that providers experienced difficulties implementing the rate caps within 90 days after the *2013 Order's* publication in the **Federal Register**. For example, the record shows that one provider sent a one-page letter to its customers informing them of the rate

changes to be implemented as a result of the Commission's 2013 Order. The letter provided nine days' notice before rates changed. While we find that a multi-year transition period for new rate caps is unnecessary, we recognize that the new rate caps and ancillary service charge framework adopted in this Order may require some adjustment time for ICS providers and facilities.

Accordingly, the reforms adopted in this Order will become effective March 17, 2016 for prisons and June 20, 2016 for jails.

252. This transition period reflects a careful balancing of the important goal of expediting relief to end users while allowing the necessary time to prepare for any impact our new rules may have on ICS providers and correctional institutions. In adopting the transition, we note as a threshold matter that the issue of ICS reform has been pending for years and, with the substantial progress made in recent years through the 2013 Order and *Second FNPRM*, ICS providers and facilities have been on notice that the Commission may reform ICS. With that consideration in mind, we transition to our new rules March 17, 2016 for prisons and June 20, 2016 for jails. Below we also discuss the effect of our adopted reforms on existing ICS contracts.

#### 1. Transition Proposals in the Record

253. In the *Second FNPRM*, the Commission sought comment on a variety of transition paths for the new rules and encouraged commenters advocating for a transition to identify the appropriate transition framework and the justifications for doing so. For example, the ICS providers that submitted the Joint Provider Proposal suggested that "[t]he new rate caps should become effective 90 days after adoption, along with any site commission reductions and ancillary fee changes outlined below." They further asserted that "[t]his period for implementation should ensure ICS providers and correctional facilities have adequate time to implement the new rate caps and any corresponding reductions in site commissions, including any contract amendments or adjustments that may be necessary." Pay Tel suggested a 90-day, after final order publication transition period for transaction fees, third-party money transfer service fees, and ancillary fees and an 18-month transition period for jail and prison rate caps. In the *Second FNPRM* the Commission also specifically sought comment on the 90-day delayed effective date we implemented in the 2013 Order as well as a two year transition.

254. In response to the *Second FNPRM*, many interested parties submitted detailed comments explaining how the Commission should structure the transition to new rules for ICS rates. Commenters advocated for a variety of transition period lengths and the responses varied depending on the type of fee being transitioned. Some commenters suggested that all of the new rate caps, ancillary service charges, and other charges should be transitioned together. For example, GTL explained that "[i]t is unlikely that the Commission's goal of achieving market-based ICS rates will occur without simultaneous Commission action to establish backstop rate caps for all ICS rates, to transition site commissions to admin-support payments, and to define industry-wide ancillary service charges and fee caps." We took such arguments into consideration in designing our transition.

255. At the other end of the spectrum, commenters advocating for a longer transition contend that longer transitions are necessary to ensure that correctional authorities and ICS providers can plan for the new regulatory regime. As discussed above, facilities have received certain inducements, such as site commissions, from ICS providers for selecting them to be the sole provider of ICS in their facilities. These commissions have been used for a variety of purposes, some of which are wholly unrelated to the provision of ICS to inmates and their families. We acknowledge that our adopted rules and requirements may affect facility budgets, and we want to ensure that those facilities have time to account for disturbances to their budgets, which is why we are not adopting an immediate transition.

256. Proponents of the shorter length transitions note that ICS providers and facilities have been on notice of upcoming changes and have successfully adjusted quickly to new rules in the past. For example, NJAID and NYU IRC explain that "[i]n New Jersey and around the country, states and localities were able to implement the 2013 Order within ninety days. Moreover, these governments have been on notice since the issuance of the First FNPRM in 2013." Commenters advocating for shorter length transitions expressed confidence that 90 days was sufficient time to implement caps and would be the timeliest option. Indeed, some parties argued that no more than 60 days are necessary to complete the transition. Conversely, others worry that abbreviated transitions, such as 90-day transitions, will not be feasible for facilities to implement. However, other

commenters point out that "[a]lmost every ICS contract has a provision for renegotiation due to changes in the regulatory environment, so no one year grace period should be required for implementation of rates and fees." CenturyLink is concerned that a 90-day transition is not "realistic," and advocates for a substantially longer transition period. NSA argues that a 90-day transition is not sufficient for jails, in particular. NSA notes that the sheer number of contracts to be renegotiated would require additional time to complete, specifically noting that there are "over 2000 jails in the country and only a 'handful of ICS providers.'" Thus, NSA explains, each ICS provider would have to renegotiate "potentially hundreds of contracts with Sheriffs and jails in a 90-day period." According to NSA, 90 days is not enough time to allow providers to negotiate all of these contracts and for those contracts to be approved by the relevant authorities. These concerns are echoed by Praeses and others. We agree that these parties raise valid concerns regarding the time needed to transition all of the country's jails to the new rate regime. Accordingly, we adopt a six-month transition period for jails, in order to give providers and jails enough time to negotiate (or renegotiate) contracts to the extent necessary to comply with all of the rules adopted herein. We do not believe an extended transition is necessary for prisons to obtain new or revised contracts, however. There are far fewer prisons/departments of correction than jails (typically one per state) and providers are likely to prioritize negotiations with prisons over negotiations with jails, particularly given that prisons tend to house much larger inmate populations and generate significantly more ICS revenues than jails. Moreover, according to the record more than 10 prison systems already have rates at or below our rate caps. Therefore, we adopt a 90-day transition period for prisons.

#### 2. Implementation of Reforms and Transition Periods

257. The record reflects commenters advocating for immediate transitions and also for transition periods ranging from 90 days to up to three or four years. We find the arguments for a shorter transition period to be the most persuasive. The immediate transition and long transition options are impractical. For example, proponents of an immediate transition generally explained that longer transition periods are not necessary and would only serve to delay relief from quickly reaching inmates and their families. Despite such

arguments, we think that the reforms adopted in this Order warrant providing some amount of time to ensure a smooth transition for end users, providers, and facilities.

258. As explained above, the record clearly shows that charges for ancillary services have increased since the *2013 Order*. This highlights that ICS providers have the incentive and ability to increase ancillary service charges absent reform, which could have the effect of frustrating the Commission's and Congress's policy goals by undermining the rate caps we adopt. While we have received substantial comment in the record about the challenges associated with transitioning for our site commission action and rate caps, the record lacks explanation as to why an immediate transition for ancillary service charges would be burdensome for ICS providers. As such, we find that transitioning ancillary service charges on March 17, 2016 for prisons and June 20, 2016 for jails is appropriate because it will provide significant relief to many ICS end users, while still giving providers ample time to adjust their systems and procedures.

259. As explained above, our goal is to ensure a reasonable transition and minimize disruption, while providing relief to end users as quickly as possible. We have the benefit of understanding how the transition to implement the interim interstate rate caps occurred. Evidence in the record about actual transition periods calls into question protestations in the record about the excessive time it will take to renegotiate contracts, particularly for prisons. We adopt here a 90-day transition from publication in the **Federal Register** for prisons and six months from publication in the **Federal Register** for jails for the adopted rate caps. We find that this length of time adequately balances the pressing need for reform, affords ICS providers enough time to prepare for the new rates, and is amply supported by the record.

260. Evidence in the record indicates that some ICS providers and their customers have been acting to modify contracts in an attempt to lock in attractive terms at the expense of the ratepayers, the end users, in anticipation of this Order. We are concerned that such activity may also occur in between the adoption and effective dates of this Order. We will be vigilant in monitoring the industry during the transition period. If we observe or are made aware of evidence of price gouging or other harmful behavior through, but not limited to, increased rates, ancillary service charges, and/or site commissions, we

will not hesitate to take appropriate remedial action up to and including enforcement action pursuant to our legal authority under sections 201 and 276 or referral to another appropriate agency.

#### *J. Anti-Gaming Provisions*

261. We are concerned that parties may seek to negotiate agreements aimed at circumventing the rules we adopt in this Order, and we are particularly concerned that parties will have an incentive to do so before our new rules take effect. To minimize this type of "gaming," we prohibit ICS providers from entering into new contracts (including contract renewals)—or negotiating amendments to existing contracts—that would require or permit providers to charge rates in excess of our adopted rate caps, impose ancillary service charges that are prohibited by this Order, or charge ancillary service charges that exceed the caps adopted in this Order. These prohibitions will take effect immediately upon publication of the Order in the **Federal Register**.

262. We find that there is good cause to make this requirement effective upon publication. There is evidence in the record that this type of gaming has already occurred in anticipation of the changes we enact in this Order. For example, a recent Securus contract requires the payment of a \$4 million minimum annual guarantee (MAG), which advocates have called a "signing bonus," and subsequent MAG payments equal to the greater of \$3.5 million or 81 percent of commissionable revenues per year. In determining whether good cause exists, an agency should "balance the necessity for immediate implementation against principles of fundamental fairness which require that all affected persons be afforded a reasonable amount of time to prepare for the effective date of its ruling." In this case, the rule must take effect as soon as possible in order to minimize gaming of the sort already noted in the record, and the attendant harm to prisoners and their families in the form of unjust, unreasonable, and unfair rates and fees. In these circumstances, we find that the need for immediate implementation outweighs any concerns that parties may not be afforded sufficient time to prepare for the effective date of this prohibition, particularly given that parties have long been on notice that the Commission might impose new regulations governing ICS rates and ancillary fees. We are not requiring providers to take any action; instead we are merely requiring that they refrain from taking certain steps that would effectively undermine our regulations governing rates and ancillary service

charges. Accordingly, providers do not need time to prepare to meet this prohibition. Therefore, on balance, we find good cause to make this requirement effective upon publication in the **Federal Register**.

#### *K. Annual Reporting and Certification Requirement*

263. In the *2013 Order*, the Commission adopted an Annual Reporting and Certification Requirement that included the submission of interstate and intrastate ICS rate and demand data, as an additional means of ensuring that each and every ICS provider's rates and practices were just, reasonable, and fair, and remain in compliance with the *2013 Order*, as well as to facilitate any future enforcement that may be needed regarding the adopted rules. Additionally, the Commission adopted a requirement that an officer or director from each ICS provider file an annual certification with the Commission as to the accuracy of the data filed and as to the provider's compliance with all portions of the adopted *Order*. These requirements were later stayed by court order.

264. *Recordkeeping and Reporting*. The Joint Provider Proposal suggests that ICS providers "should be required to provide certain information to the Commission annually for three (3) years to ensure the caps on per-minute rates and any admin-support payments are implemented as required." Specifically, the Proposal suggests that such information should include four things: "a list of the ICS provider's current interstate and intrastate per-minute ICS rates, the ICS provider's current fee amounts, the locations where the ICS provider makes admin-support payments, and the amount of those admin-support payments." The Commission sought comment on this proposal in the *Second FNPRM*.

265. In its comments, CPC recommends that the Commission look to the "Alabama model," including the "specific reporting requirements that will serve to monitor compliance with those [adopted] restrictions." In its 2014 Further Order Adopting Revised Inmate Phone Service Rules Order, the Alabama PSC adopted a number of recordkeeping and reporting requirements. Items to be recorded and reported annually include, but are not limited, to, monthly number of local, intrastate, and interstate calls; monthly local, intrastate, and interstate minutes of use; monthly local, intrastate, and interstate call revenue, divided into collect, prepaid collect, prepaid debit, prepaid inmate calling card, and direct-billed service, divided by facility; ancillary call charges;

unused prepaid collect, prepaid debit, and prepaid inmate phone card account balances; and total number of calls disconnected for suspected three-way call violations. That order was temporarily stayed by court order which expired on July 1, 2015.

266. We find that a recordkeeping and reporting requirement will best serve the Commission's stated goals of ensuring that each and every ICS provider's rates and practices are just, reasonable, and fair, and that they remain in compliance with this Order. We also believe that an annual recordkeeping and reporting requirement will help the Commission capture any trends or changes in calling patterns, will facilitate any future enforcement action, and allow other interested parties the ability to monitor ICS providers' compliance with the Order. We also believe that such a requirement is necessary because the ICS industry is modernizing and will continue to change. Consistent with the Commission's approach in the *2013 Order*, if after an investigation it is determined that ICS providers rates and/or ancillary service charges are unjust, unreasonable or unfair under sections 201 and 276 of the Act, lower rates will be prescribed and ICS providers may be ordered to pay refunds. Providers also may be found in violation of our rules and face additional forfeitures.

267. We thus require all ICS providers to provide, on an annual basis, categorized by facility and size of facility, the following information: First, we require all ICS providers to file their current interstate, international and intrastate ICS rates. Second, we require all ICS providers to file their current ancillary service charge amounts and the instances of use of each. Third, where an ICS provider makes site commission payments, we require the ICS provider to file the monthly amount of such payment. Fourth, for ICS providers that provided video visitation services, either as a form of ICS or not, during the reporting period, we require that they file the minutes of use and per-minute rates and ancillary service charges for those services. Fifth, as discussed in greater detail in the Disability Access section above, we also require that ICS providers report: (1) The number of disability-related calls they provided; (2) the number of problems they experienced with such calls, *e.g.*, dropped calls, poor call quality and the number of incidences of each; and (3) the number of complaints they received related to access to ICS by TTY and TRS users.

268. In order to facilitate compliance with this requirement, we direct the Wireline Competition Bureau to develop a template for such annual reports and provide for confidential treatment of any particular information warranting it, consistent with our rules. We believe this will help ensure that the incoming information is provided in the most straight-forward and consistent manner. The use of such a template will also be beneficial to any interested parties that want to view the information thus encouraging increased public participation in this proceeding. Each annual report shall be submitted to the Commission by April 1st of each year, regarding the providers' interstate, international and intrastate ICS. The first annual report will be due after the Commission publishes Office of Management and Budget (OMB) approval pursuant to the Ordering Clauses below. If for example, OMB approval is granted in 2016 then the first annual report and certification (as discussed below) will be due on April 1, 2017 and cover the time period from January 1, 2016 to December 31, 2016.

269. *Cost-Benefit Analysis.* We find that a recordkeeping and reporting requirement serves the Commission's goal of ensuring that ICS rates and practices are just, reasonable, and fair, and that they remain in compliance with this Order. We find, on balance, that the benefits of such recordkeeping and reporting outweigh any potential burden that may be imposed.

270. We find that such recordkeeping and reporting requirements will help monitor ICS providers' compliance with the Order, capture any trends or changes in calling patterns, and will facilitate any future enforcement action. Such a requirement is necessary because the ICS industry is modernizing and will continue to change.

271. We find very few objections raised to the reporting requirements, and none to be persuasive. Additionally, we also find no cost objections to these requirements. We have taken steps to minimize burdens on providers by adopting less burdensome recordkeeping requirements than some of those suggested by commenters. Moreover, any burdens associated with providing limited reporting on these calls are far outweighed by the benefits such reporting will offer in terms of greater transparency and heightened accountability on the part of ICS providers. Additionally, these data will guide the Commission as it evaluates next steps in the Further Notice.

272. *Annual Certification.* The participants in the Joint Provider Proposal suggest that all ICS providers

should be required, in addition to their recordkeeping and reporting requirements, to submit an annual certification signed by the company Chief Executive Officer, Chief Financial Officer, and General Counsel, under penalty of perjury, certifying that the company is in compliance with the Commission's ICS rate rules and adopted payment rules. CenturyLink counters that "there is no need for more than a single officer to certify that the company has complied with Commission rules."

273. We agree with CenturyLink that "there is no need for more than a single officer to certify that the company has complied with Commission rules." We find that, on balance, requiring more than one officer of an ICS provider to certify to compliance would be unnecessarily burdensome on some providers and is in fact, contrary to the manner in which the Commission conducts other annual certifications. Therefore we adopt CenturyLink's proposal and require one officer of each ICS provider to annually certify its companies' compliance with our adopted rules. The annual certification should be submitted at the same time as the annual report.

#### L. Consumer Disclosure Requirements

274. *Background.* In the *2013 Order*, the Commission reminded providers of their current and ongoing obligations to "comply with existing Commission rules." Specifically, the Commission reminded providers of their obligations pursuant to section 64.710 of our rules, which requires providers of inmate operator services to disclose to the consumer the total cost of the call prior to connecting it, including any surcharges or premise-imposed fees that may apply to the call as well as methods by which to make complaints concerning the charges or collection practices. Additionally, ICS providers that are non-dominant interexchange carriers must make their current rates, terms, and conditions available to the public via their company Web sites. Any violation of such responsibilities, or failure to comply with existing rules, may subject ICS providers to enforcement action, including, among other penalties, the imposition of monetary forfeitures.

275. In the *Second FNPRM*, the Commission sought comment on "how to ensure that rates and fees are more transparent to consumers" and specifically on the requirement that ICS providers notify their customers regarding the ICS options available to them and the cost of those options. ICS providers that offer interstate toll

service are already required to post their rates on their Web sites, and, to the extent they offer inmate operator services, their live agents are already required to make certain notifications to customers. The Commission sought comment on whether providers' Web sites, automated IVRs, and live agents should be required to offer in a more prominent fashion no-cost or lower-cost options before offering other, higher-priced optional services. The Commission also sought comment on two reform proposals that offered suggestions for requiring the publication of ancillary service charges.

276. The Joint Provider Proposal, acknowledging existing requirements for providers to publish interstate rates, terms and conditions on their Web sites, offered a detailed proposal regarding notification requirements for so-called "convenience or premium payment options," and suggested that all providers be required to "clearly and conspicuously identify the required information . . . so that it is actually noticed and understood by the customer." Specifically, the Joint Provider Proposal suggests that an ICS provider "may provide this information to consumers (1) on its Web site, (2) in its web-posted rates, terms, and conditions, (3) orally when provided in a slow and deliberate manner and in a reasonably understandable volume, or (4) in other printed materials provided to a customer." The providers that signed on to the Joint Provider Proposal suggest that "clear and conspicuous" means that "notice would be apparent to the reasonable customer," and that to determine the effectiveness of the disclosure, the Commission should "consider the prominence of the disclosure in comparison to other information, the proximity and placement of the information, the absence of distracting elements, and the clarity and understandability of the text of the disclosure." Pay Tel suggests that on a Web site, postings must list call rates and fees, as well as refund instructions. Pay Tel also suggests that the vendor Web site must provide a link to the FCC Enforcement Bureau Web site and the applicable state regulatory agency Web site. Pay Tel also suggests making facility-specific printed material available at each facility. The Commission explicitly sought comment on these proposals in the *Second FNPRM*.

277. In comments to the *Second FNPRM*, CenturyLink notes that especially in jails and short-term facilities, payment decisions are "typically made in 'real-time,' as the call is received from the inmate" and

that "there is no reasonable way for called parties to make informed decisions unless the ICS provider proactively informs them of options in clear, concise language prior to payment." CenturyLink further asserts that "simple posting[s] on Web sites or reactive responses upon request are not sufficient" when faced with time-sensitive situations such as initial incarceration. The record indicates that many consumers face the problem of uncertainty with respect to the cost of ICS. Praeses argues that in addition to disclosing their ancillary service charges in a prominent location on their Web sites, providers should be required to disclose all applicable fees at the time that a consumer seeks a service that is subject to an ancillary service charge from a provider, but prior to the inmate or call recipient incurring the fee. DC Prisoners' Project of the Washington Lawyers' Committee suggests that the Commission require all ICS providers to train their staff to disclose all rate and fee information to anyone who contacts the provider. In addition to the suggestions in the Joint Provider Proposal, GTL asserts that the Commission "should enforce its existing requirements regarding oral disclosures and the posting of rates, terms, and conditions." GTL notes that "ICS providers have 'ongoing responsibilities' to comply with these existing rules, and violations of those responsibilities or failure to comply with those existing rules could subject ICS providers to enforcement action."

278. *Discussion.* We believe that transparency in rates, terms, and fees will facilitate compliance with the reforms and ensure that consumers are informed of their choices. We find persuasive arguments that ICS payment decisions are often made in "real time," especially in short-term detention facilities, and "there is no reasonable way for called parties to make informed decisions" unless rates and terms are clearly available for consumers prior to the commencement of the call. For example, transparency about the rates charged for ICS will provide substantial consumer protection benefits by empowering consumers to make informed decisions about the ICS offerings they decide to use. We also applaud voluntary commitments that enhance transparency for consumers. Here, we supplement our existing rules to require ICS providers to clearly and accurately disclose their interstate, international and intrastate rates and ancillary service charges to consumers. The new rule we adopt will provide key consumer benefits with minimal burden

on ICS providers. Ensuring that end users know the costs of the services they seek to use will help consumers make informed decisions about what types of services they can afford and for what amount of time.

279. We do not mandate a specific format for how consumer disclosures must be made. Rather, we find that suggestions for disclosure such as those in the Joint Provider Proposal offer a reasonable framework as to how to make these disclosures. However, we note that this would not necessarily be the only framework for compliance. We will formally evaluate the reasonableness of the Joint Provider Proposal and any other disclosure formats if and when complaints arise as to the adequacy of the disclosures. We note that each failure to disclose all charges to consumers is counted as an individual violation, which should create a significant incentive for compliance. In addition, the Commission shall evaluate disclosures of all consumer charges for reasonableness, in part, on the basis of the following factors:

- Disclosure of information regarding all material charges, such as the applicable rate, any and all ancillary service charges—whether one time or recurring—including those to initiate service, and the name, definition and cost of each rate or fee;
- Use of plain language accessible to current and prospective end users;
- Description of single call and related services and disclosures making clear that consumers have less-costly options rather than single call and related services;
- Ability of end users to easily understand the disclosure;
- Timeliness of any updates/changes to the rates and fees, prior to any updates/changes;
- Availability of the disclosure in a prominent location on the ICS provider's Web site;
- Listing of the name, address, and toll-free number of the ICS provider; and
- Listing of the toll-free number for the FCC Consumer Help Center (888-225-5322).

280. Providers should already be informing customers about the total amount on a per-call basis that they will be charged so the disclosure requirements should not be onerous or a significant new burden. Indeed, the addition to our rules with respect to ancillary service charges should in fact simplify transparency, as it greatly reduces the number and variable rates of allowable ancillary service charges, and thus charges ICS providers must disclose to consumers. This information

is relevant to consumer decision making, and the providers must also keep this information in order to comply with the Annual Reporting and Certification Requirements adopted herein.

281. The new disclosure rule discussed above falls well within the confines of the First Amendment. As explained, these disclosures serve important government purposes, ensuring that end users have accurate and accessible information about ICS providers' services. This information is central both to preventing consumer deception and to the overall deployment and operation of ICS.

282. The Supreme Court has made plain in *Zauderer v. Office of Disciplinary Counsel of Supreme Court of Ohio* that the government has broad discretion in requiring the disclosure of information to prevent consumer deception and ensure complete information in the marketplace. Under *Zauderer*, mandatory factual disclosures will be sustained "as long as disclosure requirements are reasonably related to the State's interest in preventing deception to consumers." As the Court observed, "the First Amendment interests implicated by disclosure requirements are substantially weaker than those at stake when speech is actually suppressed." The DC Circuit recently reaffirmed these principles in *American Meat Institute v. United States Department of Agriculture*, an en banc decision in which the Court joined the First and Second Circuit Courts of Appeals in recognizing that other government interests beyond preventing consumer deception may be invoked to sustain a disclosure mandate under *Zauderer*.

283. The new disclosure rule and disclosure language suggested in this Order clearly pass muster under these precedents. Preventing consumer deception in the ICS market lies at the heart of the disclosure rule we adopt today. The Commission has found that ICS providers have the incentive and ability to engage in harmful practices, as discussed above. Similarly, the suggested disclosure language is designed to prevent confusion to all consumers of the ICS providers' services, and serve to curb providers' incentives to engage in harmful practices by shedding light on the business practices of ICS providers. Accurate information about ICS provider offerings encourages consumer choice and the widespread deployment of ICS. In sum, the government interests supporting the disclosure rule (as well as the suggested disclosure language), in addition to the interest of preventing

consumer deception, are substantial and justify our consumer disclosure suggestions.

284. In addition, the disclosure rule adopted in this Order meets the analysis the Supreme Court developed for commercial speech cases in *Central Hudson Gas & Elec. Corp. v. Public Serv. Comm'n. Central Hudson's* test first asks whether the expression is protected by the First Amendment, which requires that the speech concern lawful activity and not be misleading. Next, the Court asks whether the asserted governmental interest is substantial. If the first two prongs of the analysis are met, the Court then determines whether the regulation directly advances the governmental interest asserted and whether it is not more extensive than necessary to serve that interest. Requiring ICS providers to disclose information about ICS rates meets this four-part test. First, ICS providers' rate information qualifies as an expression protected by the First Amendment, as it is speech concerning lawful activity that is not misleading. Second, as explained elsewhere in this Order, the Commission has a substantial interest in consumer protection and advancing the public interest, particularly where, as here, Congress has directed the Commission to ensure that ICS rates are just, reasonable and fair, pursuant to regulations that redound "to the benefit of the general public." Third, as explained above, the regulation directly advances the public interest and consumer protection in requiring disclosure of this information, as transparency in rates and charges allows consumers to make more informed choices. Finally, this new consumer disclosure requirement is not more extensive than is necessary to protect consumers. Since ICS providers have already been operating under similar requirements, this information is readily available to them and, as explained above, we do not prescribe a particular format for how consumer disclosures must be made, thereby affording providers leeway to comply with the revised rule in a flexible, individualized manner that minimizes burden.

285. *Cost-Benefit Analysis.* We find that, on balance, requiring ICS providers to disclose information for their intrastate, interstate and international ICS rates, categorized by facility and size of facility, as well as ancillary service charges, is not overly burdensome. These requirements are necessary to ensuring that end users know the costs of the services they seek to use and helps consumers make informed decisions about what types of

services they can afford and for what amount of time.

286. The Commission has found that ICS providers have the incentive and ability to engage in harmful practices, as discussed above. Commenters have asked the Commission to mandate additional disclosure and transparency regarding ICS rates and fees. Similarly, these disclosure requirements are designed to prevent confusion to all consumers of the ICS providers' services, and serve to curb providers' incentives by shedding light on the business practices of ICS providers. Numerous commenters support these reforms.

287. These requirements provide key consumer benefits with minimal burden on ICS providers. Providers currently are required to post their rates publicly on their Web sites. Additionally, providers must keep this information to comply with the Mandatory Data Collection and Annual Reporting and Certification Requirements adopted herein.

288. To minimize any potential burden on providers, the Commission does not prescribe a particular format for how consumer disclosures must be made, but suggests a framework for consideration and allows providers flexibility in adopting such disclosures, thus allowing providers with maximum flexibility and minimum burden.

#### M. Severability

289. All of the rules that are adopted in this Order are designed to ensure just, reasonable, and fair ICS rates. Each of the reforms we undertake in this Order serve a particular function toward this goal. Therefore, it is our intent that each of the rules and regulations adopted herein shall be severable. We believe that ICS end users will benefit from the rates caps adopted and will also benefit separately from the adopted ancillary service charge caps. If any of the rules or regulations, or portions thereof including, for example, any portion of our rate caps and ancillary service charge rules, are declared invalid or unenforceable for any reason, it is our intent that the remaining rules shall be in full force and effect.

#### N. Outstanding Petitions

290. After the Commission released the *2013 Order*, numerous entities petitioned the Commission for a stay of the new rules and requirements. The requests for stay generally expressed concern about one or more of the following categories of issues: (1) That a "one-size-fits-all" approach for ICS rate reform will be ineffective, and ignores the fact that jails incur real costs

and will face budget shortfalls under the Commission's adopted approach; (2) the continued need for site commissions, or a concern about how to manage correctional budgets built on a reliance on those site commissions; (3) a concern about the Commission seeking comment on asserting jurisdiction over intrastate ICS calls or classifying all ICS calls as interstate; (4) a potentially harmful impact on the security at facilities and the safety of citizens stemming from the Commission's rules and requirements; and (5) general requests that the Commission stay its Order with no legal analysis or justifications for the request. We dismiss the first four categories on the basis that the present order adequately addresses and answers the arguments and concerns contained within them. We adopt tiered rate caps based on population size, address site commissions and security concerns, as well as assert jurisdiction over intrastate ICS, in this Order. We dismiss the fifth category of stay requests on the basis that they do not present any legal reasoning or analysis to justify a stay of our rules and have been rendered moot by this Order.

#### O. *Ex Parte* Requirements

291. This proceeding shall be treated as a "permit-but-disclose" proceeding in accordance with the Commission's *ex parte* rules. Persons making *ex parte* presentations must file a copy of any written presentation or a memorandum summarizing any oral presentation within two business days after the presentation (unless a different deadline applicable to the Sunshine period applies). Persons making oral *ex parte* presentations are reminded that memoranda summarizing the presentation must (1) list all persons attending or otherwise participating in the meeting at which the *ex parte* presentation was made, and (2) summarize all data presented and arguments made during the presentation. Memoranda must contain a summary of the substance of the *ex parte* presentation and not merely a list of the subjects discussed. More than a one or two sentence description of the views and arguments presented is generally required. If the oral presentation consisted in whole or in part of the presentation of data or arguments already reflected in the presenter's written comments, memoranda or other filings in the proceeding, the presenter may provide citations to such data or arguments in his or her prior comments, memoranda, or other filings (specifying the relevant page and/or paragraph numbers where such data or arguments can be found) in

lieu of summarizing them in the memorandum. Documents shown or given to Commission staff during *ex parte* meetings are deemed to be written *ex parte* presentations and must be filed consistent with rule 1.1206(b). In proceedings governed by rule 1.49(f) or for which the Commission has made available a method of electronic filing, written *ex parte* presentations and memoranda summarizing oral *ex parte* presentations, and all attachments thereto, must be filed through the electronic comment filing system available for that proceeding, and must be filed in their native format (*e.g.*, .doc, .xml, .ppt, searchable .pdf). Participants in this proceeding should familiarize themselves with the Commission's *ex parte* rules.

#### P. *Paperwork Reduction Act* Analysis

292. This Report and Order contains new or modified information collection requirements subject to the Paperwork Reduction Act of 1995 (PRA), Public Law 104–13. It will be submitted to the Office of Management and Budget (OMB) for review under section 3507(d) of the PRA. OMB, the general public, and other Federal agencies are invited to comment on the new or modified information collection requirements contained in the proceeding. In addition, we note that pursuant to the Small Business Paperwork Relief Act of 2002, Public Law 107–198, *see* 44 U.S.C. 3506(4), we previously sought comment on how the Commission might further reduce the information collection burden for small business concerns with fewer than 25 employees.

#### Q. *Congressional Review Act*

293. The Commission will send a copy of this Report and Order in a report to be sent to Congress and the Government Accountability Office pursuant to the Congressional Review Act. *See* 5 U.S.C. 801(a)(1)(A).

#### R. *Final Regulatory Flexibility Analysis*

1. As required by the Regulatory Flexibility Act of 1980, as amended (RFA), an Initial Regulatory Flexibility Analysis (IRFA) was incorporated in the Second Notice of Proposed Rulemaking (Second FNPRM) in WC Docket 12–375. The Commission sought written public comment on the proposals in the Second FNPRM, including comment on the IRFA. The Commission did not receive comments directed toward the IRFA. This Final Regulatory Flexibility Analysis (FRFA) conforms to the RFA.

1. Need for, and Objectives of, the Report and Order

294. The Second Report and Order (Order) adopted rules to ensure that interstate, intrastate, and international inmate calling service (ICS) rates in correctional institutions are just, reasonable, and fair. In the initiating *Second FNPRM*, the Commission sought information on issues related to the ICS market, payments to correctional facilities, ICS interstate and intrastate rates, ancillary fees, additional ways to promote competition, harmonization of state regulations, existing contracts, transition periods, accessible ICS, advanced ICS, periodic review, enforcement, and a cost/benefit analysis of reform proposals.

295. In this Order, the Commission adopts comprehensive reform of all aspects of ICS to correct a market failure, foster market efficiencies, encourage ongoing state reforms and ensure that ICS rates and charges comply with the Communications Act. The Order does this by addressing interstate and intrastate ICS rates, payments to correctional facilities, ancillary service charges, connection and per-call charges, flat-rate charges, harmonization with state regulations, disability access, transition periods, periodic review, mandatory data collection, waivers, and consumer protection measures such as annual certification and reporting requirements. The reforms adopted in this Order apply to ICS offered in all correctional facility types and regardless of technology used to deliver the services.

2. Summary of Significant Issues Raised by Public Comments in Response to the IRFA

296. The Commission did not receive comments specifically addressing the rules and policies proposed in the IRFA.

3. Description and Estimate of the Number of Small Entities to Which Rules Will Apply

297. *Small Businesses*. Nationwide, there are a total of approximately 27.9 million small businesses, according to the SBA.

298. *Wired Telecommunications Carriers*. The SBA has developed a small business size standard for Wired Telecommunications Carriers, which consists of all such companies having 1,500 or fewer employees. According to Census Bureau data for 2007, there were 3,188 firms in this category, total, that operated for the entire year. Of this total, 3,144 firms had employment of 999 or fewer employees, and 44 firms had employment of 1,000 employees or

more. Thus, under this size standard, the majority of firms can be considered small.

299. *Local Exchange Carriers (LECs)*. Neither the Commission nor the SBA has developed a size standard for small businesses specifically applicable to local exchange services. The closest applicable size standard under SBA rules is for Wired Telecommunications Carriers. Under that size standard, such a business is small if it has 1,500 or fewer employees. According to Commission data, 1,307 carriers reported that they were incumbent local exchange service providers. Of these 1,307 carriers, an estimated 1,006 have 1,500 or fewer employees and 301 have more than 1,500 employees. Consequently, the Commission estimates that most providers of local exchange service are small entities that may be affected by the Commission's action.

300. *Incumbent Local Exchange Carriers (incumbent LECs)*. Neither the Commission nor the SBA has developed a size standard for small businesses specifically applicable to incumbent local exchange services. The closest applicable size standard under SBA rules is for Wired Telecommunications Carriers. Under that size standard, such a business is small if it has 1,500 or fewer employees. According to Commission data, 1,307 carriers reported that they were incumbent local exchange service providers. Of these 1,307 carriers, an estimated 1,006 have 1,500 or fewer employees and 301 have more than 1,500 employees. Consequently, the Commission estimates that most providers of incumbent local exchange service are small businesses that may be affected by the Commission's action.

301. The Commission has included small incumbent LECs in this present RFA analysis. As noted above, a "small business" under the RFA is one that, *inter alia*, meets the pertinent small business size standard (e.g., a telephone communications business having 1,500 or fewer employees), and "is not dominant in its field of operation." The SBA's Office of Advocacy contends that, for RFA purposes, small incumbent LECs are not dominant in their field of operation because any such dominance is not "national" in scope. The Commission has therefore included small incumbent LECs in this RFA analysis, although it emphasizes that this RFA action has no effect on Commission analyses and determinations in other, non-RFA contexts.

302. *Competitive Local Exchange Carriers (Competitive LECs)*,

*Competitive Access Providers (CAPs), Shared-Tenant Service Providers, and Other Local Service Providers*. Neither the Commission nor the SBA has developed a small business size standard specifically for these service providers. The appropriate size standard under SBA rules is for the category Wired Telecommunications Carriers. Under that size standard, such a business is small if it has 1,500 or fewer employees. According to Commission data, 1,442 carriers reported that they were engaged in the provision of either competitive local exchange services or competitive access provider services. Of these 1,442 carriers, an estimated 1,256 have 1,500 or fewer employees and 186 have more than 1,500 employees. In addition, 17 carriers have reported that they are Shared-Tenant Service Providers, and all 17 are estimated to have 1,500 or fewer employees. In addition, 72 carriers have reported that they are Other Local Service Providers. Of the 72, 70 have 1,500 or fewer employees and two have more than 1,500 employees. Consequently, the Commission estimates that most providers of competitive local exchange service, competitive access providers, Shared-Tenant Service Providers, and Other Local Service Providers are small entities that may be affected by the Commission's action.

303. *Interexchange Carriers (IXCs)*. Neither the Commission nor the SBA has developed a size standard for small businesses specifically applicable to interexchange services. The closest applicable size standard under SBA rules is for Wired Telecommunications Carriers. Under that size standard, such a business is small if it has 1,500 or fewer employees. According to Commission data, 359 companies reported that their primary telecommunications service activity was the provision of interexchange services. Of these 359 companies, an estimated 317 have 1,500 or fewer employees and 42 have more than 1,500 employees. Consequently, the Commission estimates that the majority of interexchange service providers are small entities that may be affected by the Commission's action.

304. *Local Resellers*. The SBA has developed a small business size standard for the category of Telecommunications Resellers. Under that size standard, such a business is small if it has 1,500 or fewer employees. According to Commission data, 213 carriers have reported that they are engaged in the provision of local resale services. Of these, an estimated 211 have 1,500 or fewer employees and two have more than 1,500 employees.

Consequently, the Commission estimates that the majority of local resellers are small entities that may be affected by the Commission's action.

305. *Toll Resellers*. The SBA has developed a small business size standard for the category of Telecommunications Resellers. Under that size standard, such a business is small if it has 1,500 or fewer employees. According to Commission data, 881 carriers have reported that they are engaged in the provision of toll resale services. Of these, an estimated 857 have 1,500 or fewer employees and 24 have more than 1,500 employees. Consequently, the Commission estimates that the majority of toll resellers are small entities that may be affected by the Commission's action.

306. *Other Toll Carriers*. Neither the Commission nor the SBA has developed a size standard for small businesses specifically applicable to Other Toll Carriers. This category includes toll carriers that do not fall within the categories of interexchange carriers, operator service providers, prepaid calling card providers, satellite service carriers, or toll resellers. The closest applicable size standard under SBA rules is for Wired Telecommunications Carriers. Under that size standard, such a business is small if it has 1,500 or fewer employees. According to Commission data, 284 companies reported that their primary telecommunications service activity was the provision of other toll carriage. Of these, an estimated 279 have 1,500 or fewer employees and five have more than 1,500 employees. Consequently, the Commission estimates that most Other Toll Carriers are small entities that may be affected by the Commission's action.

307. *Payphone Service Providers (PSPs)*. Neither the Commission nor the SBA has developed a small business size standard specifically for payphone services providers. The appropriate size standard under SBA rules is for the category Wired Telecommunications Carriers. Under that size standard, such a business is small if it has 1,500 or fewer employees. According to Commission data, 535 carriers have reported that they are engaged in the provision of payphone services. Of these, an estimated 531 have 1,500 or fewer employees and four have more than 1,500 employees. Consequently, the Commission estimates that the majority of payphone service providers are small entities that may be affected by the Commission's action.

#### 4. Description of Projected Reporting, Recordkeeping, and Other Compliance Requirements for Small Entities

308. *Recordkeeping, Reporting, and Certification.* The Order requires that all ICS providers file annually data, categorized by facility and size of facility, on their current intrastate, interstate, and international ICS rates. The Commission also requires ICS providers to file their current ancillary service charge amounts and the instances of use of each. ICS providers that make site commission payments must file the monthly amount of any such payment. The Commission requires ICS providers that provided video visitation services, either as a form of ICS or not, during the reporting period, to file the minutes of use and per-minute rates for those services. As discussed in greater detail in the Disability Access section above, the Commission also requires that ICS providers report: (1) The number of disability-related calls they provided; (2) the number of problems they experienced with such calls; and (3) the number of complaints they received related to access to ICS by TTY and TRS users *e.g.*, dropped calls, poor call quality and the number of incidences of each. The adopted reporting requirements will facilitate enforcement and act as an additional means of ensuring that ICS providers' rates and practices are just, reasonable, fair and in compliance with the Order.

309. The Commission delegates to the Wireline Competition Bureau (Bureau) the authority to adopt a template for submitting the required data, information, and certifications.

#### 5. Steps Taken To Minimize the Significant Economic Impact on Small Entities, and Significant Alternatives Considered

310. The RFA requires an agency to describe any significant, specifically small business, alternatives that it has considered in reaching its proposed approach, which may include the following four alternatives (among others): "(1) the establishment of differing compliance or reporting requirements or timetables that take into account the resources available to small entities; (2) the clarification, consolidation, or simplification of compliance and reporting requirements under the rules for such small entities; (3) the use of performance rather than design standards; and (4) an exemption from coverage of the rule, or any part thereof, for such small entities."

311. The Commission needs access to data that are comprehensive, reliable,

sufficiently disaggregated, and reported in a standardized manner. The Order recognizes, however, that reporting obligations impose burdens on the reporting providers. Consequently, the Commission limits its collection to information that is narrowly tailored to meet its needs.

312. *Monitoring and Certification.* The Commission requires ICS providers to submit annually their data on their intrastate, interstate and international ICS rates, categorized by facility and size of facility. The Commission requires ICS providers to file their charges to consumers that are ancillary to providing the telecommunications piece of ICS. Providers are currently required to post their rates publicly on their Web sites. Thus, this additional filing requirement should entail minimal additional compliance burden, even for the largest ICS providers.

313. The information on providers' Web sites is not certified and is generally not available in a format that will provide the per-call details that the Commission requires to meet its statutory obligations. Thus, the Commission further requires each provider to annually certify its compliance with other portions of the Order. The Commission finds that without a uniform, comprehensive dataset with which to evaluate ICS providers' rates, the Commission's analyses will be incomplete. The Commission recognizes that any information collection imposes burdens, which may be most keenly felt by smaller providers, but concludes that the benefits of having comprehensive data substantially outweigh the burdens. Additionally, some of these potential burdens, such as the filing of rates currently required to be posted on an ICS provider's Web site, are minimally burdensome.

314. *Data Collection.* The Commission is cognizant of the burdens of data collections, and has therefore taken steps to minimize burdens, including directing the Bureau to adopt a template for filing the data that minimizes burdens on providers by maximizing uniformity and ease of filing, while still allowing the Commission to gather the necessary data. The Commission also finds that without a uniform, comprehensive dataset with which to evaluate ICS providers' costs, its analyses will be incomplete, and its ability to establish ICS rate caps will be severely impaired. The Commission thus concludes that requiring ICS providers to report this cost data appropriately balances any burdens of reporting with the Commission's need

for the data required to carry out its statutory duties.

#### 6. Report to Congress

315. The Commission will send a copy of the Order, including this FRFA, in a report to be sent to Congress pursuant to the Small Business Regulatory Enforcement Fairness Act of 1996. In addition, the Commission will send a copy of the Order, including this FRFA, to the Chief Counsel for Advocacy of the Small Business Administration. A copy of the Order and FRFA (or summaries thereof) will also be published in the **Federal Register**.

#### V. Ordering Clauses

316. *Accordingly, it is ordered* that, pursuant to sections 1, 2, 4(i)-(j), 201(b), 215, 218, 220, 276, 303(r), and 403 of the Communications Act of 1934, as amended, 47 U.S.C. 151, 152, 154(i)-(j), 201(b), 215, 218, 220, 276, 303(r), and 403 this Second Report and Order *is adopted*.

317. *It is further ordered* that Part 64 of the Commission's Rules, 47 CFR part 64, is *amended* as set forth in Appendix A of the Second Report and Order. These rules shall become effective March 17, 2016.

318. *It is further ordered*, that the prohibition against entering into new contracts,—or negotiating amendments to existing contracts, as discussed in paragraphs 261 and 262, herein, shall take effect immediately upon publication in the **Federal Register**.

319. *It is further ordered*, that the Commission's Consumer and Governmental Affairs Bureau, Reference Information Center, *shall send* a copy of this Second Report and Order, including the Final Regulatory Flexibility Analysis, to the Chief Counsel for Advocacy of the Small Business Administration.

320. *It is further ordered*, that pursuant to sections 1.4(b)(1) and 1.103(a) of the Commission's rules, 47 CFR 1.4(b)(1) and 1.103(a), that the Compliance date for this Second Report and Order shall be January 19, 2016.

#### List of Subjects in 47 CFR Part 64

Claims, Communications common carriers, Computer technology, Credit, Foreign relations, Individuals with disabilities, Political candidates, Radio, Reporting and recordkeeping requirements, Telecommunications, Telegraph, Telephone.

Federal Communications Commission.

**Gloria J. Miles,**

*Federal Register Liaison Officer, Office of the Secretary.*

### Final Rules

For the reasons discussed in the preamble, the Federal Communications Commission amends 47 CFR part 64 as follows:

## PART 64—MISCELLANEOUS RULES RELATING TO COMMON CARRIERS

■ 1. The authority citation for part 64 continues to read as follows:

**Authority:** 47 U.S.C. 154, 254(k); 403(b)(2)(B), (c), Pub. L. 104–104, 110 Stat. 56. Interpret or apply 47 U.S.C. 201, 218, 222, 225, 226, 227, 228, 254(k), 616, 620, and the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. 112–96, unless otherwise noted.

■ 2. Section 64.6000 is revised to read as follows:

### § 64.6000 Definitions.

As used in this subpart:

(a) *Ancillary Service Charge* means any charge Consumers may be assess for the use of Inmate Calling services that are not included in the per-minute charges assessed for individual calls. Ancillary Service Charges that may be charged include the following. All other Ancillary Service Charges are prohibited.

(1) *Automated Payment Fees* means credit card payment, debit card payment, and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk;

(2) *Fees for Single-Call and Related Services* means billing arrangements whereby an Inmate's collect calls are billed through a third party on a per-call basis, where the called party does not have an account with the Provider of Inmate Calling Services or does not want to establish an account;

(3) *Live Agent Fee* means a fee associated with the optional use of a live operator to complete Inmate Calling Services transactions;

(4) *Paper Bill/Statement Fees* means fees associated with providing customers of Inmate Calling Services an optional paper billing statement;

(5) *Third-Party Financial Transaction Fees* means the exact fees, with no markup, that Providers of Inmate Calling Services are charged by third parties to transfer money or process financial transactions to facilitate a Consumer's ability to make account payments via a third party.

(b) *Authorized Fee* means a government authorized, but

discretionary, fee which a Provider must remit to a federal, state, or local government, and which a Provider is permitted, but not required, to pass through to Consumers. An Authorized Fee may not include a markup, unless the markup is specifically authorized by a federal, state, or local statute, rule, or regulation.

(c) *Average Daily Population (ADP)* means the sum of all inmates in a facility for each day of the preceding calendar year, divided by the number of days in the year. ADP shall be calculated in accordance with § 64.6010(e) and (f);

(d) *Collect Calling* means an arrangement whereby the called party takes affirmative action clearly indicating that it will pay the charges associated with a call originating from an Inmate Telephone;

(e) *Consumer* means the party paying a Provider of Inmate Calling Services;

(f) *Correctional Facility or Correctional Institution* means a Jail or a Prison;

(g) *Debit Calling* means a presubscription or comparable service which allows an Inmate, or someone acting on an Inmate's behalf, to fund an account set up through a Provider that can be used to pay for Inmate Calling Services calls originated by the Inmate;

(h) *Flat Rate Calling* means a calling plan under which a Provider charges a single fee for an Inmate Calling Services call, regardless of the duration of the call;

(i) *Inmate* means a person detained at a Jail or Prison, regardless of the duration of the detention;

(j) *Inmate Calling Service* means a service that allows Inmates to make calls to individuals outside the Correctional Facility where the Inmate is being held, regardless of the technology used to deliver the service;

(k) *Inmate Telephone* means a telephone instrument, or other device capable of initiating calls, set aside by authorities of a Correctional Facility for use by Inmates;

(l) *International Calls* means calls that originate in the United States and terminate outside the United States;

(m) *Jail* means a facility of a local, state, or federal law enforcement agency that is used primarily to hold individuals who are;

(1) Awaiting adjudication of criminal charges;

(2) Post-conviction and committed to confinement for sentences of one year or less; or

(3) Post-conviction and awaiting transfer to another facility. The term also includes city, county or regional facilities that have contracted with a

private company to manage day-to-day operations; privately-owned and operated facilities primarily engaged in housing city, county or regional inmates; and facilities used to detain individuals pursuant to a contract with U.S. Immigration and Customs Enforcement;

(n) *Mandatory Tax or Mandatory Fee* means a fee that a Provider is required to collect directly from Consumers, and remit to federal, state, or local governments;

(o) *Per-Call, or Per-Connection Charge* means a one-time fee charged to a Consumer at call initiation;

(p) *Prepaid Calling* means a presubscription or comparable service in which a Consumer, other than an Inmate, funds an account set up through a Provider of Inmate Calling Services. Funds from the account can then be used to pay for Inmate Calling Services, including calls that originate with an Inmate;

(q) *Prepaid Collect Calling* means a calling arrangement that allows an Inmate to initiate an Inmate Calling Services call without having a pre-established billing arrangement and also provides a means, within that call, for the called party to establish an arrangement to be billed directly by the Provider of Inmate Calling Services for future calls from the same Inmate;

(r) *Prison* means a facility operated by a territorial, state, or federal agency that is used primarily to confine individuals convicted of felonies and sentenced to terms in excess of one year. The term also includes public and private facilities that provide outsource housing to other agencies such as the State Departments of Correction and the Federal Bureau of Prisons; and facilities that would otherwise fall under the definition of a Jail but in which the majority of inmates are post-conviction or are committed to confinement for sentences of longer than one year;

(s) *Provider of Inmate Calling Services, or Provider* means any communications service provider that provides Inmate Calling Services, regardless of the technology used;

(t) *Site Commission* means any form of monetary payment, in-kind payment, gift, exchange of services or goods, fee, technology allowance, or product that a Provider of Inmate Calling Services or affiliate of an Provider of Inmate Calling Services may pay, give, donate, or otherwise provide to an entity that operates a correctional institution, an entity with which the Provider of Inmate Calling Services enters into an agreement to provide ICS, a governmental agency that oversees a correctional facility, the city, county, or

state where a facility is located, or an agent of any such facility.

■ 3. Section 64.6010 is revised to read as follows:

**§ 64.6010 Inmate Calling Services rate caps.**

(a) No Provider shall charge, in the jails it serves, a per-minute rate for

Debit Calling, Prepaid Calling, or Prepaid Collect Calling in excess of:

- (1) \$0.22 in Jails with an ADP of 0–349;
- (2) \$0.16 in Jails with an ADP of 350–999; or
- (3) \$0.14 in Jails with an ADP of 1,000 or greater.

(b) No Provider shall charge, in any Prison it serves, a per-minute rate for Debit Calling, Prepaid Calling, or Prepaid Collect Calling in excess of:

- (1) \$0.11;
- (2) [Reserved]

(c) No Provider shall charge, in the Jails it serves, a per-minute rate for Collect Calling in excess of:

Size and type of facility	Debit/prepaid rate cap per MOU	Collect rate cap per MOU as of June 20, 2016	Collect rate cap per MOU as of July 1, 2017	Collect rate cap per MOU as of July 1, 2018
0–349 Jail ADP .....	\$0.22	\$0.49	\$0.36	\$0.22
350–999 Jail ADP .....	0.16	0.49	0.33	0.16
1,000+ Jail ADP .....	0.14	0.49	0.32	0.14

(d) No Provider shall charge, in the Prisons it serves, a per-minute rate for Collect Calling in excess of:

- (1) \$0.14 after March 17, 2016;
- (2) \$0.13 after July 1, 2017; and
- (3) \$0.11 after July 1, 2018, and going forward.

(e) For purposes of this section, the initial ADP shall be calculated, for all of the Correctional Facilities covered by an Inmate Calling Services contract, by summing the total number of inmates from January 1, 2015, through January 19, 2016, divided by the number of days in that time period;

(f) In subsequent years, for all of the correctional facilities covered by an Inmate Calling Services contract, the ADP will be the sum of the total number of inmates from January 1st through December 31st divided by the number of days in the year and will become effective on January 31st of the following year.

■ 4. Section 64.6020 is revised to read as follows:

**§ 64.6020 Ancillary Service Charge.**

(a) No Provider shall charge an Ancillary Service Charge other than those permitted charges listed in § 64.6000.

(b) No Provider shall charge a rate for a permitted Ancillary Service Charge in excess of:

- (1) For Automated Payment Fees—\$3.00 per use;
- (2) For Single-Call and Related Services—the exact transaction fee charged by the third-party provider, with no markup, plus the adopted, per-minute rate;
- (3) For Live Agent Fee—\$5.95 per use;
- (4) For Paper Bill/Statement Fee—\$2.00 per use;
- (5) For Third-Party Financial Transaction Fees—the exact fees, with no markup that result from the transaction.

■ 5. Section 64.6030 is revised to read as follows:

**§ 64.6030 Inmate Calling Services interim rate cap.**

No Provider shall charge a rate for Collect Calling in excess of \$0.25 per minute, or a rate for Debit Calling, Prepaid Calling, or Prepaid Collect Calling in excess of \$0.21 per minute. These interim rate caps shall sunset upon the effectiveness of the rates established in § 64.6010.

■ 6. Section 64.6040 is revised to read as follows:

**§ 64.6040 Rates for calls involving a TTY device.**

(a) No Provider shall levy or collect any charge in excess of 25 percent of the applicable per-minute rate for TTY-to-TTY calls when such calls are associated with Inmate Calling Services.

(b) No Provider shall levy or collect any charge or fee for TRS-to-voice or voice-to-TTY calls.

■ 7. Section 64.6060 is revised to read as follows:

**§ 64.6060 Annual reporting and certification requirement.**

(a) Providers must submit a report to the Commission, by April 1st of each year, regarding interstate, intrastate, and international Inmate Calling Services for the prior calendar year. The report shall be categorized both by facility type and size and shall contain:

- (1) Current interstate, intrastate, and international rates for Inmate Calling Services;
- (2) Current Ancillary Service Charge amounts and the instances of use of each;
- (3) The Monthly amount of each Site Commission paid;
- (4) Minutes of use, per-minute rates and ancillary service charges for video visitation services;

(5) The number of TTY-based Inmate Calling Services calls provided per facility during the reporting period;

(6) The number of dropped calls the reporting Provider experienced with TTY-based calls; and

(7) The number of complaints that the reporting Provider received related to e.g., dropped calls, poor call quality and the number of incidences of each by TTY and TRS users.

(b) An officer or director of the reporting Provider must certify that the reported information and data are accurate and complete to the best of his or her knowledge, information, and belief.

■ 8. Section 64.6070 is added to subpart FF to read as follows:

**§ 64.6070 Taxes and fees.**

(a) No Provider shall charge any taxes or fees to users of Inmate Calling Services, other than those permitted under § 64.6020, Mandatory Taxes, Mandatory Fees, or Authorized Fees.

■ 9. Section 64.6080 is added to subpart FF to read as follows:

**§ 64.6080 Per-Call, or Per-Connection Charges.**

No Provider shall impose a Per-Call or Per-Connection Charge on a Consumer.

■ 10. Section 64.6090 is added to subpart FF to read as follows:

**§ 64.6090 Flat-Rate Calling.**

No Provider shall offer Flat-Rate Calling for Inmate Calling Services.

■ 11. Section 64.6100 is added to subpart FF to read as follows:

**§ 64.6100 Minimum and maximum Prepaid Calling account balances.**

(a) No Provider shall institute a minimum balance requirement for a Consumer to use Debit or Prepaid Calling.

(b) No Provider shall prohibit a consumer from depositing at least \$50

per transaction to fund a Debit or Prepaid Calling account.

■ 12. Section 64.6110 is added to subpart FF to read as follows:

**§ 64.6110 Consumer disclosure of Inmate Calling Services rates.**

Providers must clearly, accurately, and conspicuously disclose their interstate, intrastate, and international rates and Ancillary Service Charges to

consumers on their Web sites or in another reasonable manner readily available to consumers.

[FR Doc. 2015-31252 Filed 12-17-15; 8:45 am]

**BILLING CODE 6712-01-P**

June 9, 2016

Williamson County , TX Sheriff's Office  
Kurt Showalter  
508 S Rock St,  
Georgetown, TX 78626

Dear Kurt,

As you may know, the FCC recently implemented changes designed to lower calling rates and reduce or eliminate fees for inmate phone calling. The "tiered" rate structure the FCC proposed is still being litigated in the Court of Appeals, but the caps on fees will take effect as outlined by the FCC on June 20, 2016. Therefore, ICSolutions is required to change the fee structure currently in place at Williamson County, TX to comply with the FCC fee caps.

Today, industry-standard account funding fees typically range from \$5.95 to \$9.95 per transaction. These fees will be lowered to \$3.00 for customers using the web or automated phone processing, or \$5.95 for those calling in to a live operator. These fee caps will go into effect for all ICSolutions "County" accounts on June 20, 2016. As a result of this significant reduction in funding fee revenue, ICSolutions is also forced to adjust the commission percentage we pay on inmate calling to Williamson County, TX. The current commission rate being paid to Williamson County is 84.1%, and as of June 20, 2016 that percentage will be reduced to 74.1%. This reduction reflects the degradation we will experience in fee revenue, but rest assured that ICSolutions will continue to pay you commission on all call types (including Interstate calls, on which many of the other providers do not pay commission). In addition, ICSolutions believes that inmate calling revenue may in fact increase as a result of this change, since consumers will have more money to spend on phone calls when spending less on fees. Because Williamson County, TX is paid commission on calls but not on fees, the resulting increase in commissionable revenue will offset a portion of the commission percentage reduction we have to implement.

At the same time, ICSolutions would like to standardize calling rates for the majority of our customers at the rates the FCC has deemed fair and reasonable for Interstate calls, which are \$0.25 per minute for Collect calling and \$0.21 per minute for Pre-Paid and Debit calling. ICSolutions also believes that the implementation of these fair and reasonable rates will not negatively impact the overall calling revenue; inmates and called parties will continue to spend the same amount on calling, and coupled with the aforementioned reduction in fees, the calling revenue may actually increase.

With your agreement, ICSolutions will implement the required changes to the fee structure, reduction in commission percentage, and standardization of the calling rates all at the same time – on June 20, 2016. I will be sending you a contract amendment with these changes. If you have any questions or concerns, please don't hesitate to call or email me immediately. If not, please reply to my email with your authorization for these changes at your earliest convenience.

Sincerely,

Joe Garbe  
Regional Account Manager  
Office: 210-572-9551  
Cell: 817-505-9070  
Email: jgarbe@ICSolutions.com

**AMENDMENT No. 2 to the  
INMATE TELEPHONE SERVICES AGREEMENT**

This Amendment No. 2 to the Inmate Telephone Services Agreement dated September 30, 2014, as previously amended (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions** and **Williamson County, Texas** effective as of June 20, 2016 ("Amendment Date").

Whereas, the parties agree as follows:

1. Capitalized terms not expressly defined herein shall have the meaning ascribed thereto under the Agreement.
2. The 'Billing & Funding Fees' described on Exhibit C of the Agreement are hereby amended to be as follows:

"Billing Fees (non-Commissionable):

Payment Processing Fee (Live Agent)..... \$5.95  
Payment Processing Fee (IVR or Internet)..... \$3.00  
(All other fees free or waived)"

3. The Commission rate set forth on Exhibit D to the Agreement is hereby amended to be 74.1%.
4. Except as amended hereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives to be effective as of the Amendment Date noted above:

**Inmate Calling Solutions, LLC**

**Williamson County, Texas**



(Signature)

BRENDAN PHILBIN

(Printed Name)

VICE PRESIDENT

(Title)

6-17-16

(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Commissioners Court - Regular Session**

**31.**

**Meeting Date:** 06/28/2016

Eichman Software Consultants Change Order Request

**Submitted For:** Nancy Rister

**Submitted By:** Nancy Rister, County Clerk

**Department:** County Clerk

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss and take appropriate action regarding the Change Order Request #1 for additional services of Eichman Software Consultants in the amount of \$14,500 for Project Management and Implementation Services for the August Go-Live date of Tyler Eagle Recorder software.

**Background**

Darrell Eichman helped write the RFP, review respondents and score them. His services continue to be needed for the implementation and project management phase for go-live in August. Data review of conversion of our database is crucial to the success of the implementation. He has knowledge that we need that our IT Dept. can't help with. His previous experience with other county clerks' changes to other recording software is unique and essential. His estimate of \$14,500 is funded from the Records Management Funds of the County Clerk Dept. 385. The budget is able to handle this additional service.

**Fiscal Impact**

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

**Attachments**

[Eichman Change Order](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Nancy Rister

Final Approval Date: 06/23/2016

**Reviewed By**

Wendy Coco

**Date**

06/23/2016 09:55 AM

Started On: 06/16/2016 04:32 PM

**Exhibit B – Change Request**

Change Request # <sup>1</sup> \_\_\_\_\_

Date: 03/03/16

Description: Project Management and Implementation Services (Tasks Include)  
Recurring Status Meetings, Kickoff Meeting, Onsite Visit, Analysis &  
Design, Assist with conversion, App & Configuration Review,  
Functional Testing, Training Review, Go Live Services, and other  
tasks as needed.

Estimated Amount: \$14,500

To Be Billed: Monthly, at hourly rate of \$95.00 per hour

Accepted by Darrell Eichman  Date 03/03/16

Accepted by \_\_\_\_\_ Date \_\_\_\_\_

**Commissioners Court - Regular Session**

**32.**

**Meeting Date:** 06/28/2016

FEMA Project Number PA-06-TX-4223-PW01975 Project Title: WIL009C Driveway Repairs

**Submitted For:** Jarred Thomas

**Submitted By:** Cynthia Hood, Emergency Manager

**Department:** Emergency Management

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title: WIL009C Damage Roads

**Background**

Catalog of Federal Domestic Assistance (CFDA) number: 97.036 FEMA Project Number PA-06-TX-4223-PW01975 Project Title: WIL009C Damage Roads Period of Performance 05/29/2015 to 11/29/2016 This disaster recovery grant is a 75% federal share and 25% local share for damages sustained during the May Floods of 2015. This project has been authorized by FEMA and approved by the Auditor's Office, Road and Bridge, and Emergency Management.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[WIL009C-PW01975 Subgrant Award Letter](#)

[Terms and Conditions](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Cynthia Hood

Final Approval Date: 06/23/2016

**Reviewed By**

Wendy Coco

**Date**

06/23/2016 09:14 AM

Started On: 06/21/2016 05:11 PM

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220  
512/424-2000  
www.dps.texas.gov



STEVEN C. McCRAW  
DIRECTOR  
DAVID G. BAKER  
ROBERT J. BODISCH, SR.  
DEPUTY DIRECTORS



COMMISSION  
A. CYNTHIA LEON, CHAIR  
MANNY FLORES  
FAITH JOHNSON  
STEVEN P. MACH  
RANDY WATSON

June 3, 2016

The Honorable Dan Gattis, County Judge  
Williamson County  
710 Main Street, Ste 101  
Georgetown, TX, 78626  
DUNS Number 076930049  
TINS Number 17460009784  
FIPS Number 491-99491-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds, and Flooding

Catalog of Federal Domestic Assistance (CFDA) number: 97.036  
FEMA Project Number PA-06-TX-4223-PW01975  
Project Title: WIL009C - Driveway Repairs  
Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW01975						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	5/27/2016	\$20,379.85	75%	\$15,284.89	25%	\$5,094.96

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope of the subaward, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.

---

Designated Subrecipient Agent

---

Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Nazrine Khan at 512-692-1223 or email at [Nazrine.Khan@us.gt.com](mailto:Nazrine.Khan@us.gt.com).

ATTACHMENTS: Scope of Work  
Terms and Conditions

## GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of FEMA Disaster Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Division of Emergency Management, an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the funds recipient, hereinafter referred to as the "Applicant" or "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties."

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/TDEM. If Subrecipient issues subawards as part of this Grant project, Subrecipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Subrecipient agreement funds" as used in this Grant means funds provided by DPS/TDEM under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Subrecipient's funds" or match funds as used in this Grant means funds provided by the Subrecipient.

- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
  2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
  3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
  4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
  5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
  6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
  7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
- B. **Failure to Perform.** In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.
- C. **Funding Obligations.** DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
  2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.

3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after
4. DPS/TDEM requests such refund.

D. **Performance Period.** The performance period for this Grant is listed on the Grant Subrecipient Award letter. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>

and the program State Administrative Plan, available at:

<http://www.txdps.state.tx.us/dem/GrantsResources/index.htm>.

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

**G. Restrictions and General Conditions.**

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number

established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>

5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
  - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
  - b. Where and when to report: Subrecipient shall report executive total compensation at [www.sam.gov](http://www.sam.gov) or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.
8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.

10. Site Visits. DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. **Procurement and Contracting**.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
  - a. Procurement by micro purchase
  - b. Procurement by small purchase
  - c. Procurement by sealed bid
  - d. Procurement by competitive proposal
  - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting are **ineligible**.

**Must** perform **cost/price analysis** for purchases over \$3000.

**Must** negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/) and submitted for review.
  5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- I. **Monitoring**. Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, DPS/TDEM shall provide Subrecipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Subrecipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

**K. Retention and Accessibility of Records.**

1. Retention of Records. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §\_\_42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

**L. Changes, Amendments, Suspension or Termination**

1. Modification. FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. Suspension. In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. Termination. DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
  - a. The reason(s) for such termination;
  - b. The effective date of such termination; and
  - c. In the case of partial termination, the portion of this Grant to be terminated.
  - d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

- M. Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to “Debarment and Suspension” under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant.** DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion of Subrecipient’s performance period, DPS/TDEM will de-obligate all uncommitted funds and de-obligate all unexpended funds if final documentation is not received by the deadline.

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

## EXHIBIT A

### ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

## EXHIBIT B

### ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

## Exhibit C

### Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
  1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List at: [www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred).
  2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
  4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
  5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

## EXHIBIT D

### State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section \_\_.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

## EXHIBIT E

### Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

## EXHIBIT F

### Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.
4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.
5. A cost overrun appeal on small (\$120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.
9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th**. Public Assistance program small projects are exempted.
10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.
11. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted

to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

## EXHIBIT G

### Additional Grant Certifications

Match Certification

Applicant certifies that they have the ability to meet the or exceed the cost share required of this project.

Duplication of Program Statement

Applicant certifies there has not been, nor will there be, a duplication of benefits for this project.

### **For Hazard Mitigation Projects Only:**

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.  
OR
2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

**Commissioners Court - Regular Session**

**33.**

**Meeting Date:** 06/28/2016

FEMA Project Number PA-06-TX-4223-PW01952 Project Title: WIL022C Damage Roads

**Submitted For:** Jarred Thomas

**Submitted By:** Cynthia Hood, Emergency Manager

**Department:** Emergency Management

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title: WIL022C Damaged Road.

**Background**

Catalog of Federal Domestic Assistance (CFDA) number: 97.036 FEMA Project Number PA-06-TX-4223-PW01952 Project Title: WIL022C Damaged Road Period of Performance 05/29/2015 to 11/29/2016 This disaster recovery grant is a 75% federal share and 25% local share for damages sustained during the May Floods of 2015. This project has been authorized by FEMA and approved by the Auditor's Office, Road and Bridge, and Emergency Management.

**Fiscal Impact**

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

**Attachments**

[WIL022C-PW01952 Subgrant Award Letter](#)

[Grant Terms and Conditions](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Cynthia Hood

Final Approval Date: 06/23/2016

**Reviewed By**

Wendy Coco

**Date**

06/23/2016 09:14 AM

Started On: 06/21/2016 05:16 PM

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220  
512/424-2000  
www.dps.texas.gov



STEVEN C. McCRAW  
DIRECTOR  
DAVID G. BAKER  
ROBERT J. BODISCH, SR.  
DEPUTY DIRECTORS



COMMISSION  
A. CYNTHIA LEON, CHAIR  
MANNY FLORES  
FAITH JOHNSON  
STEVEN P. MACH  
RANDY WATSON

June 3, 2016

The Honorable Dan Gattis, County Judge  
Williamson County  
710 Main Street, Ste 101  
Georgetown, TX, 78626  
DUNS Number 076930049  
TINS Number 17460009784  
FIPS Number 491-99491-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds, and Flooding

Catalog of Federal Domestic Assistance (CFDA) number: 97.036  
FEMA Project Number PA-06-TX-4223-PW01952  
Project Title: WIL022C Damaged Road  
Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW01952						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	5/27/2016	\$11,494.30	75%	\$8,620.73	25%	\$2,873.57

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope of the subaward, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.

---

Designated Subrecipient Agent

---

Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Nazrine Khan at 512-692-1223 or email at Nazrine.Khan@us.gt.com.

ATTACHMENTS: Scope of Work  
Terms and Conditions

## GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of FEMA Disaster Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Division of Emergency Management, an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the funds recipient, hereinafter referred to as the "Applicant" or "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties."

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/TDEM. If Subrecipient issues subawards as part of this Grant project, Subrecipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Subrecipient agreement funds" as used in this Grant means funds provided by DPS/TDEM under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Subrecipient's funds" or match funds as used in this Grant means funds provided by the Subrecipient.

- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
  2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
  3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
  4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
  5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
  6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
  7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
- B. **Failure to Perform.** In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.
- C. **Funding Obligations.** DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
  2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.

3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after
4. DPS/TDEM requests such refund.

D. **Performance Period.** The performance period for this Grant is listed on the Grant Subrecipient Award letter. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>

and the program State Administrative Plan, available at:

<http://www.txdps.state.tx.us/dem/GrantsResources/index.htm>.

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

**G. Restrictions and General Conditions.**

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number

established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>

5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
  - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
  - b. Where and when to report: Subrecipient shall report executive total compensation at [www.sam.gov](http://www.sam.gov) or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.
8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.

10. Site Visits. DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

#### H. **Procurement and Contracting**.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
  - a. Procurement by micro purchase
  - b. Procurement by small purchase
  - c. Procurement by sealed bid
  - d. Procurement by competitive proposal
  - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting are **ineligible**.

**Must** perform **cost/price analysis** for purchases over \$3000.

**Must** negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/) and submitted for review.
  5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- I. **Monitoring**. Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, DPS/TDEM shall provide Subrecipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Subrecipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

**K. Retention and Accessibility of Records.**

1. Retention of Records. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §\_\_42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

**L. Changes, Amendments, Suspension or Termination**

1. Modification. FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. Suspension. In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. Termination. DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
  - a. The reason(s) for such termination;
  - b. The effective date of such termination; and
  - c. In the case of partial termination, the portion of this Grant to be terminated.
  - d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

- M. Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant.** DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion of Subrecipient's performance period, DPS/TDEM will de-obligate all uncommitted funds and de-obligate all unexpended funds if final documentation is not received by the deadline.

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

## EXHIBIT A

### ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

## EXHIBIT B

### ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

## Exhibit C

### Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
  1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List at: [www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred).
  2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
  4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
  5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

## EXHIBIT D

### State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section \_\_.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

## EXHIBIT E

### Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

## EXHIBIT F

### Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.
4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.
5. A cost overrun appeal on small (\$120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.
9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th**. Public Assistance program small projects are exempted.
10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.
11. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted

to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

## EXHIBIT G

### Additional Grant Certifications

Match Certification

Applicant certifies that they have the ability to meet the or exceed the cost share required of this project.

Duplication of Program Statement

Applicant certifies there has not been, nor will there be, a duplication of benefits for this project.

### **For Hazard Mitigation Projects Only:**

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.  
OR
2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

**Commissioners Court - Regular Session**

**34.**

**Meeting Date:** 06/28/2016

FEMA Project Number PA-06-TX-4223-PW01949 Project Title: WIL030C Damaged Roads

**Submitted For:** Jarred Thomas

**Submitted By:** Cynthia Hood, Emergency Manager

**Department:** Emergency Management

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title: WIL030C Damage Roads

**Background**

Catalog of Federal Domestic Assistance (CFDA) number: 97.036 FEMA Project Number PA-06-TX-4223-PW01949 Project Title: WIL030C Damage Roads Period of Performance 05/29/2015 to 11/29/2016 This disaster recovery grant is a 75% federal share and 25% local share for damages sustained during the May Floods of 2015. This project has been authorized by FEMA and approved by the Auditor's Office, Road and Bridge, and Emergency Management.

**Fiscal Impact**

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

**Attachments**

[WIL030C-PW01949 Subgrant Award Letter](#)

[Grant Terms and Conditions](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Cynthia Hood

Final Approval Date: 06/23/2016

**Reviewed By**

Wendy Coco

**Date**

06/23/2016 09:14 AM

Started On: 06/21/2016 05:20 PM

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220  
512/424-2000  
www.dps.texas.gov



STEVEN C. McCRAW  
DIRECTOR  
DAVID G. BAKER  
ROBERT J. BODISCH, SR.  
DEPUTY DIRECTORS



COMMISSION  
A. CYNTHIA LEON, CHAIR  
MANNY FLORES  
FAITH JOHNSON  
STEVEN P. MACH  
RANDY WATSON

June 3, 2016

The Honorable Dan Gattis, County Judge  
Williamson County  
710 Main Street, Ste 101  
Georgetown, TX, 78626  
DUNS Number 076930049  
TINS Number 17460009784  
FIPS Number 491-99491-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds, and Flooding

Catalog of Federal Domestic Assistance (CFDA) number: 97.036  
FEMA Project Number PA-06-TX-4223-PW01949  
Project Title: WIL030C Damaged Roads  
Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW01949						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	5/27/2016	\$5,299.54	75%	\$3,974.66	25%	\$1,324.88

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope of the subaward, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.

---

Designated Subrecipient Agent

---

Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Nazrine Khan at 512-692-1223 or email at [Nazrine.Khan@us.gt.com](mailto:Nazrine.Khan@us.gt.com).

ATTACHMENTS: Scope of Work  
Terms and Conditions

## GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of FEMA Disaster Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Division of Emergency Management, an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the funds recipient, hereinafter referred to as the "Applicant" or "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties."

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/TDEM. If Subrecipient issues subawards as part of this Grant project, Subrecipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Subrecipient agreement funds" as used in this Grant means funds provided by DPS/TDEM under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Subrecipient's funds" or match funds as used in this Grant means funds provided by the Subrecipient.

- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
  2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
  3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
  4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
  5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
  6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
  7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
- B. **Failure to Perform.** In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.
- C. **Funding Obligations.** DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
  2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.

3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after
4. DPS/TDEM requests such refund.

D. **Performance Period.** The performance period for this Grant is listed on the Grant Subrecipient Award letter. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>

and the program State Administrative Plan, available at:

<http://www.txdps.state.tx.us/dem/GrantsResources/index.htm>.

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

**G. Restrictions and General Conditions.**

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number

established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>

5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
  - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
  - b. Where and when to report: Subrecipient shall report executive total compensation at [www.sam.gov](http://www.sam.gov) or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.
8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.

10. Site Visits. DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

#### H. **Procurement and Contracting**.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
  - a. Procurement by micro purchase
  - b. Procurement by small purchase
  - c. Procurement by sealed bid
  - d. Procurement by competitive proposal
  - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting are **ineligible**.

**Must** perform **cost/price analysis** for purchases over \$3000.

**Must** negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/) and submitted for review.
  5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- I. **Monitoring**. Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, DPS/TDEM shall provide Subrecipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Subrecipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

**K. Retention and Accessibility of Records.**

1. Retention of Records. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §\_\_42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

**L. Changes, Amendments, Suspension or Termination**

1. Modification. FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. Suspension. In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. Termination. DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
  - a. The reason(s) for such termination;
  - b. The effective date of such termination; and
  - c. In the case of partial termination, the portion of this Grant to be terminated.
  - d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

- M. Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant.** DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion of Subrecipient's performance period, DPS/TDEM will de-obligate all uncommitted funds and de-obligate all unexpended funds if final documentation is not received by the deadline.

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

## EXHIBIT A

### ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

## EXHIBIT B

### ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

## Exhibit C

### Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
  1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List at: [www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred).
  2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
  4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
  5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

## EXHIBIT D

### State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section \_\_.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

## EXHIBIT E

### Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

## EXHIBIT F

### Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.
4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.
5. A cost overrun appeal on small (\$120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.
9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th**. Public Assistance program small projects are exempted.
10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.
11. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted

to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

## EXHIBIT G

### Additional Grant Certifications

Match Certification

Applicant certifies that they have the ability to meet the or exceed the cost share required of this project.

Duplication of Program Statement

Applicant certifies there has not been, nor will there be, a duplication of benefits for this project.

### **For Hazard Mitigation Projects Only:**

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.  
OR
2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

**Commissioners Court - Regular Session**

**35.**

**Meeting Date:** 06/28/2016

First Amd Coll K

**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 First Amended and Restated Contract for Fines and Fees Collection Services between Linebarger Goggan Blair & Sampson, LLP and Williamson County for collection of delinquent court fees and fines for Williamson County Justice of the Peace Precinct 4, as authorized by ART. 103.0031, Texas Code of Criminal Procedure; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

**Background**

Williamson County Justice of the Peace Precinct 4 (JP4) is currently under an existing contract with Linebarger Goggan Blair & Sampson, LLP and has been using said firm for collections in Precinct 4 since 2010. The original agreement provided for a collection fee of Fifteen (15%) percent of all of the unadjudicated fines and fees incurred under Art. 103.0031(a)(2), Texas Code of Criminal Procedure (fines and fees for Failure to Appear) as a result of the commission of a criminal or civil offense committed before June 18, 2003 and a collection fee of thirty (30%) percent for all other types of fines and fees allowed under Art. 103.0031, Texas Code of Criminal Procedure. Most all of the older cases that JP4 had at the time the original agreement was executed (cases arising before June 18, 2003) have been worked by the firm and now JP4 and the firm want to set a collection fee of thirty (30%) percent for all fines and fees allowed under Art. 103.0031, Texas Code of Criminal Procedure as a result of the commission of a criminal or civil offense committed after June 18, 2003.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

First Amd Restated Ag  
Order

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 06/21/2016

**Reviewed By**

Wendy Coco

**Date**

06/21/2016 03:09 PM

Started On: 06/21/2016 11:52 AM

# **First Amended and Restated Contract for Fines and Fees Collection Services**

STATE OF TEXAS

COUNTY OF WILLIAMSON

THIS FIRST AMENDED AND RESTATED CONTRACT FOR FINES AND FEES COLLECTION SERVICES (hereinafter "AGREEMENT") is made and entered into by and between Williamson County, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

## **Recitals**

WHEREAS, CLIENT and FIRM are parties to that certain Contract For Fines And Fees Collection Services, dated as of February 16, 2010 (the "Original Agreement");

WHEREAS, the parties desire to amend and restate the Original Agreement in order to amend Article 3, as set forth herein;

WHEREAS, Section 7.12 of the Original Agreement provides that the Original Agreement may be amended by an instrument in writing signed by each party thereto;

WHEREAS, each party to the Original Agreement is executing this Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, and intending to be legally bound, the CLIENT and FIRM hereby agree that the Original Agreement is amended and restated in its entirety to read as follows:

## **Article I**

### *Nature of Relationship and Authority for Contract*

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

## **Article 2**

### *Scope of Services*

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending

CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and fees that are subject to this AGREEMENT are those:

- (i) fines and fees under Art. 103.0031(a)(1) and Art. 103.0031(a)(2)(A)-(D), Texas Code of Criminal Procedure that are owing to the Justice Court, Precinct 4, Williamson County, Texas;
- (ii) that are more than sixty (60) days past due as of the effective date hereof;
- (iii) that become more than sixty (60) days past due during the term hereof; and
- (iv) that are expressly placed with and referred to the FIRM by the Court.

As used in this section, "more than 60 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003].

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than monthly.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments to be made in the form of a cashier's check or money order and direct such payment to be made directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM in the form of a personal check or company check, such payments shall be returned to the payor with instructions directing the payor to make payments directly to the CLIENT in the form of a cashier's check or money order at the address designated by the CLIENT. If any fines and fees are paid to the FIRM in the form of a cashier's check or money order, such payments shall be expeditiously turned over to the CLIENT at its designated address.

### **Article 3** *Compensation*

3.01 The Original Agreement provided for a collection fee of Fifteen (15%) percent of all of the unadjudicated fines and fees incurred under Art. 103.0031(a)(2), Texas Code of Criminal Procedure (fines and fees for Failure to Appear) as a result of the commission of a criminal or civil offense committed before June 18, 2003 and a collection fee of thirty (30%) percent for all other types of fines and fees allowed under Art. 103.0031, Texas Code of Criminal Procedure.

The CLIENT and the FIRM hereby amend the compensation provisions under Article 3 of the Original Agreement. Following the complete execution of this AGREEMENT and except as provided by Section 3.02 below, the COUNTY agrees to pay the FIRM, as compensation for the services required hereunder, thirty (30%) percent of the total amount of all fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT as a result of the commission of a criminal or civil offense committed after June 18, 2003 and as provided by section 2.03 above.

All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The FIRM waives any fees associated with the collection of any fines and fees otherwise subject to this AGREEMENT where the collection of same is the result of the arrest of the defendant. Furthermore, the FIRM's collection fees shall not apply to a case that has been dismissed by a court of competent jurisdiction or to any amount that has been satisfied through time-served credit or community service. The FIRM's collection fee may, however, be applied to any balance remaining after a partial credit for time-served or community service if the balance is more than sixty (60) days past due. The FIRM's collection fee shall also not apply to an individual if the court of original jurisdiction has determined that such individual is indigent, or has insufficient resources or income, or is otherwise unable to pay all or part of the underlying fine or costs.

3.03 The CLIENT shall pay the FIRM by the thirtieth (30<sup>th</sup>) day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

#### **Article 4**

##### *Intellectual Property Rights*

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such

information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

## **Article 5**

### *Costs*

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

## **Article 6**

### *Term and Termination*

6.01 The initial term of this AGREEMENT commenced on March 16, 2010 (the "Effective Date") and continued until March 16, 2011 ("Expiration Date"). Following the initial term, this Agreement has been automatically renewed on an annual basis beginning on each successive March 16<sup>th</sup> and ending on March 16<sup>th</sup> of the following year.

6.02 INTENTIONALLY DELETED

6.03 Either party hereto may terminate this AGREEMENT for convenience and without cause or further liability upon sixty (60) days written notice to the other party provided the terminating party is not in breach as of the date of termination. No penalty will be assessed for either party's termination of this AGREEMENT for convenience. In the absence of any such sixty (60) day notice of termination by either the CLIENT or the FIRM, the AGREEMENT shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration

Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

## **Article 7** *Miscellaneous*

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Dispute Resolution. 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, claim for benefits, 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 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.

7.03 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.04 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP  
Attention: Director of Client Services  
P.O. Box 17428  
Austin, Texas 78760-7428

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

CLIENT: Williamson County Judge  
Dan A. Gattis (or successor)  
710 Main Street, Ste. 101  
Georgetown, Texas 78626

with copy to: Judy Schier Hobbs  
Williamson County Justice  
of the Peace, Precinct 4  
211 W. 6<sup>th</sup> St.  
Taylor, TX 76574

7.05 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this AGREEMENT. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

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

7.07 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 Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this AGREEMENT is governed by the laws of the United States, this AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

7.08 Successors and Assigns. This AGREEMENT shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

7.09 Assignment. No party to this AGREEMENT may assign or transfer its interest in or obligations under this AGREEMENT without the prior written consent of all parties to this AGREEMENT.

7.10 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 CLIENT, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. CLIENT does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

7.11 CLIENT's Right to Audit. FIRM agrees that CLIENT 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 FIRM which are directly pertinent to the services to be performed under this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions. FIRM agrees that CLIENT shall have access during normal working hours to all necessary FIRM facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CLIENT shall give FIRM reasonable advance notice of intended audits.

7.12 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

EXECUTED ON the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

WILLIAMSON COUNTY

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

Linebarger Goggan Blair & Sampson, LLP

By:  \_\_\_\_\_  
Jeff Brown  
For the FIRM



\_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSTENTIONS: \_\_\_\_\_

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

WHEREAS, Williamson County wishes to defray its costs of collection that it incurs under a contract for collection of delinquent court fines and fees owing to the Williamson County Justice Court in Precinct 4, said contract being between said County and a collection firm as authorized under the provisions of Article 103.0031, Texas Code of Criminal Procedure;

WHEREAS, under said article, Commissioners Court is empowered to authorize the addition of 30% on each debt and account receivable, including fines and fees owing to said Justice Court, and on each amount in cases in which the accused has failed to appear, when each is more than 60 days past due and has been referred for collection.

NOW, THEREFORE,

BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, SITTING AS THE GOVERNING BODY OF SAID COUNTY, THAT:

*Section 1: THE RECITALS SET FORTH IN THIS ORDER ARE TRUE AND CORRECT.*

*Section 2: (a) A COLLECTION FEE IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY ARTICLE 103.0031, TEXAS CODE OF CRIMINAL PROCEDURE, IN THE AMOUNT OF 30% OF DEBTS AND ACCOUNTS RECEIVABLE, SUCH AS UNPAID FINES, FEES, COURT COSTS, FORFEITED BONDS, AND RESTITUTION ORDERED PAID BY THE WILLIAMSON COUNTY JUSTICE COURT, PRECINCT 4 WHEN SUCH DEBT OR ACCOUNT RECEIVABLE IS MORE THEN 60 DAYS PAST DUE AND HAS BEEN REFERRED TO AN ATTORNEY OR PRIVATE VENDOR FOR COLLECTION; AND*

*(b) A COLLECTION FEE IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY ARTICLE 103.0031, TEXAS CODE OF CRIMINAL PROCEDURE, IN THE AMOUNT OF 30% OF AMOUNTS IN*

*CASES IN WHICH THE ACCUSED HAS FAILED TO APPEAR IN SAID JUSTICE COURT:*

*(1) AS PROMISED UNDER SUBCHAPTER A, CHAPTER 543, TRANSPORTATION CODE, OR OTHER LAW;*

*(2) IN COMPLIANCE WITH A LAWFUL WRITTEN NOTICE TO APPEAR ISSUED UNDER ARTICLE 14.06 (b), TEXAS CODE OF CRIMINAL PROCEDURE, OR OTHER LAW;*

*(3) IN COMPLIANCE WITH A LAWFUL SUMMONS ISSUED UNDER ARTICLE 15.03(b), TEXAS CODE OF CRIMINAL PROCEDURE, OR OTHER LAW; OR*

*(4) IN COMPLIANCE WITH A LAWFUL ORDER OF SAID JUSTICE COURT,*

*WHEN SUCH AMOUNTS ARE MORE THAN 60 DAYS PAST DUE AND HAVE BEEN REFERRED TO AN ATTORNEY OR PRIVATE VENDOR FOR COLLECTION.*

PASSED, APPROVED and ADOPTED this 28<sup>th</sup> day of June, 2016.

WILLIAMSON COUNTY

BY: \_\_\_\_\_

Dan A. Gattis  
County Judge  
Williamson County, Texas

**Commissioners Court - Regular Session**

**36.**

**Meeting Date:** 06/28/2016

Term of K

**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 terminating a Contract for Collection of Delinquent Court Fines and Fees Assessed by the Justice Court of the Peace Court Precinct 3 of Williamson County, Texas between McCreary, Veselka, Bragg and Allen, P.C. and Williamson County with the termination being effective as of August 31, 2016.

**Background**

Judge Bill Gravell, Williamson County Justice of the Peace Precinct 3, is requesting that this contract be terminated after providing the required 60 day's termination notice so that a new contract with Linebarger Goggan Blair & Sampson, LLP may be entered into and be effective as of September 1, 2016.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Termination Notice

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 06/21/2016

**Reviewed By**

Wendy Coco

**Date**

06/21/2016 03:09 PM

Started On: 06/21/2016 11:59 AM

**June 28, 2016**

McCreary, Veselka, Bragg & Allen, P.C.  
Attention: Harvey M. Allen  
P.O. Box 1310  
Round Rock, Texas 78680-1310

By Certified Mail R/R/R

RE: Termination of Contract for Collection of Delinquent Court Fines and Fees Assessed by the Justice Court of the Peace Court Precinct 3 of Williamson County, Texas, being dated January 18, 2011 (the "Contract")

Dear Mr. Allen:

This letter is to provide notice to McCreary, Veselka, Bragg & Allen, P.C. that Williamson County is exercising its right to terminate the Contract in accordance with Article VII. of the Contract. The effective date of termination of the Contract shall be August 31, 2016, which is in excess of the required sixty (60) day's written notice.

If you should have any questions or comments, please do not hesitate to contact me.

Sincerely,

Hal C. Hawes

cc: Honorable Bill Gravell, Jr.  
Williamson County Justice of the Peace Precinct 3

**Commissioners Court - Regular Session**

37.

**Meeting Date:** 06/28/2016

Coll K JP3

**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 Contract for Fines and Fees Collection Services between Linebarger Goggan Blair & Sampson, LLP and Williamson County and Order for collection of delinquent court fees and fines for Williamson County Justice of the Peace Precinct 3 effective September 1, 2016, as authorized by ART. 103.0031, Texas Code of Criminal Procedure; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

**Background**

This is a one year contract for Linebarger Goggan Blair & Sampson, LLP with automatic one year extensions. Either party has the right to terminate the contract upon 60 day's written notice. Williamson County Justice of the Peace Precinct 4 is currently under the same contract with Linebarger Goggan Blair & Sampson, LLP and has been using said firm for collections in Precinct 4 since 2010.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[Collections Contract](#)[Collections Order](#)**Form Review****Inbox**

County Judge Exec Asst.

Hal Hawes (Originator)

Form Started By: Hal Hawes

Final Approval Date: 06/21/2016

**Reviewed By**

Wendy Coco

Hal Hawes

**Date**

06/21/2016 03:09 PM

06/21/2016 03:12 PM

Started On: 06/21/2016 12:06 PM

## **Contract for Fines and Fees Collection Services**

STATE OF TEXAS

COUNTY OF WILLIAMSON

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between Williamson County, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

### **Article I**

#### *Nature of Relationship and Authority for Contract*

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

### **Article 2**

#### *Scope of Services*

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and fees that are subject to this AGREEMENT are those:

- (i) fines and fees under Art. 103.0031(a)(1) and Art. 103.0031(a)(2)(A)-(D), Texas Code of Criminal Procedure that are owing to the Justice Court, Precinct 3, Williamson County, Texas;
- (ii) that are more than sixty (60) days past due as of the effective date hereof;

- (iii) that become more than sixty (60) days past due during the term hereof; and
- (iv) that are expressly placed with and referred to the FIRM by the Court.

As used in this section, "more than 60 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003].

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than monthly.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments to be made in the form of a cashier's check or money order and direct such payment to be made directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM in the form of a personal check or company check, such payments shall be returned to the payor with instructions directing the payor to make payments directly to the CLIENT in the form of a cashier's check or money order at the address designated by the CLIENT. If any fines and fees are paid to the FIRM in the form of a cashier's check or money order, such payments shall be expeditiously turned over to the CLIENT at its designated address.

### **Article 3** *Compensation*

3.01 Except as provided by Section 3.02 below, The CLIENT agrees to pay the FIRM as compensation for the services required hereunder:

Thirty (30%) percent of the total amount of all fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT as a result of the commission of a criminal or civil offense committed after June 18, 2003 and as provided by section 2.03 above.

All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The FIRM waives any fees associated with the collection of any fines and fees otherwise subject to this AGREEMENT where the collection of same is the result of the arrest of the defendant. Furthermore, the FIRM's collection fees shall not apply to a case that has been dismissed by a court of competent jurisdiction or to any amount that has been satisfied through time-served credit or community service. The FIRM's collection fee may, however, be applied to any balance remaining after a partial credit for time-served or community service if the balance is more than sixty (60) days past due. The FIRM's collection fee shall also not apply to an individual if the court of original jurisdiction has determined that such individual is indigent, or has insufficient resources or income, or is otherwise unable to pay all or part of the underlying fine or costs.

3.03 The CLIENT shall pay the FIRM by the thirtieth (30<sup>th</sup>) day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

**Article 4**  
*Intellectual Property Rights*

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

**Article 5**  
*Costs*

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

**Article 6**  
*Term and Termination*

6.01 This AGREEMENT shall be effective the 1st day of September, 2016 (the "Effective Date") and shall expire on the 31st day of August, 2017 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such sixty (60) day notice by either the CLIENT or the FIRM, the AGREEMENT shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 Either party hereto may terminate this AGREEMENT for convenience and without cause or further liability upon sixty (60) days written notice to the other party provided the terminating party is not in breach as of the date of termination. No penalty will be assessed for either party's termination of this AGREEMENT for convenience.

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

**Article 7**  
*Miscellaneous*

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Dispute Resolution. 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, claim for benefits, 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 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.

7.03 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.04 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP  
Attention: Director of Client Services  
P.O. Box 17428  
Austin, Texas 78760-7428

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

CLIENT:	Williamson County Judge Dan A. Gattis (or successor) 710 Main Street, Ste. 101 Georgetown, Texas 78626
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with copy to:	Honorable Bill Gravell, Jr. Williamson County Justice of the Peace, Precinct 3 301 SE Inner Loop, Ste. 300 Georgetown, TX 78626
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7.05 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party

relief from the performance of this AGREEMENT. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

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

7.07 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 Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this AGREEMENT is governed by the laws of the United States, this AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

7.08 Successors and Assigns. This AGREEMENT shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

7.09 Assignment. No party to this AGREEMENT may assign or transfer its interest in or obligations under this AGREEMENT without the prior written consent of all parties to this AGREEMENT.

7.10 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 CLIENT, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. CLIENT does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

7.11 CLIENT's Right to Audit. FIRM agrees that CLIENT 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 FIRM which are directly pertinent to the services to be performed under this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions. FIRM agrees that CLIENT shall have access during normal working hours to all necessary FIRM facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CLIENT shall give FIRM reasonable advance notice of intended audits.

7.12 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

EXECUTED ON the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

WILLIAMSON COUNTY

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

Linebarger Goggan Blair & Sampson, LLP

By:  \_\_\_\_\_  
Jeff Brown  
For the FIRM



\_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSTENTIONS: \_\_\_\_\_

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

WHEREAS, Williamson County wishes to defray its costs of collection that it incurs under a contract for collection of delinquent court fines and fees owing to the Williamson County Justice Court in Precinct 3, said contract being between said County and a collection firm as authorized under the provisions of Article 103.0031, Texas Code of Criminal Procedure;

WHEREAS, under said article, Commissioners Court is empowered to authorize the addition of 30% on each debt and account receivable, including fines and fees owing to said Justice Court, and on each amount in cases in which the accused has failed to appear, when each is more than 60 days past due and has been referred for collection.

NOW, THEREFORE,

BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, SITTING AS THE GOVERNING BODY OF SAID COUNTY, THAT:

*Section 1: THE RECITALS SET FORTH IN THIS ORDER ARE TRUE AND CORRECT.*

*Section 2: (a) A COLLECTION FEE IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY ARTICLE 103.0031, TEXAS CODE OF CRIMINAL PROCEDURE, IN THE AMOUNT OF 30% OF DEBTS AND ACCOUNTS RECEIVABLE, SUCH AS UNPAID FINES, FEES, COURT COSTS, FORFEITED BONDS, AND RESTITUTION ORDERED PAID BY THE WILLIAMSON COUNTY JUSTICE COURT, PRECINCT 3 WHEN SUCH DEBT OR ACCOUNT RECEIVABLE IS MORE THEN 60 DAYS PAST DUE AND HAS BEEN REFERRED TO AN ATTORNEY OR PRIVATE VENDOR FOR COLLECTION; AND*

*(b) A COLLECTION FEE IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY ARTICLE 103.0031, TEXAS CODE OF CRIMINAL PROCEDURE, IN THE AMOUNT OF 30% OF AMOUNTS IN*

*CASES IN WHICH THE ACCUSED HAS FAILED TO APPEAR IN SAID JUSTICE COURT:*

*(1) AS PROMISED UNDER SUBCHAPTER A, CHAPTER 543, TRANSPORTATION CODE, OR OTHER LAW;*

*(2) IN COMPLIANCE WITH A LAWFUL WRITTEN NOTICE TO APPEAR ISSUED UNDER ARTICLE 14.06 (b), TEXAS CODE OF CRIMINAL PROCEDURE, OR OTHER LAW;*

*(3) IN COMPLIANCE WITH A LAWFUL SUMMONS ISSUED UNDER ARTICLE 15.03(b), TEXAS CODE OF CRIMINAL PROCEDURE, OR OTHER LAW; OR*

*(4) IN COMPLIANCE WITH A LAWFUL ORDER OF SAID JUSTICE COURT,*

*WHEN SUCH AMOUNTS ARE MORE THAN 60 DAYS PAST DUE AND HAVE BEEN REFERRED TO AN ATTORNEY OR PRIVATE VENDOR FOR COLLECTION.*

PASSED, APPROVED and ADOPTED this 28<sup>th</sup> day of June, 2016.

WILLIAMSON COUNTY

BY: \_\_\_\_\_

Dan A. Gattis  
County Judge  
Williamson County, Texas

**Commissioners Court - Regular Session**

**38.**

**Meeting Date:** 06/28/2016

Advertise EXPO Center Equipment Partnership RFP

**Submitted For:** Max Bricka

**Submitted By:** Connie Singleton, 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 proposals for Williamson County Expo Center Equipment Partnership, RFP #1606-091.

**Background**

This RFP for Williamson County Exposition Center is soliciting a partner that will be supply for use at no charge, all or part of the following equipment and services as part of our partnership:

Two (2) 95 horsepower 4-wheel drive tractors.

Two (2) 5,000 lb. skid steer loaders to include a set of pallet forks and a bucket.

Two (2) 2 seat utility vehicles.

All equipment maintenance for the equipment.

All insurance coverage for the equipment.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Packet RFP Expo Equip

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Connie Singleton

Final Approval Date: 06/20/2016

**Reviewed By**

Wendy Coco

**Date**

06/20/2016 04:17 PM

Started On: 06/15/2016 08:22 AM



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

**WILLIAMSON COUNTY PURCHASING DEPARTMENT**  
**SOLICITATION**

Williamson County EXPO Equipment Partnership

**PROPOSALS MUST BE RECEIVED ON OR  
BEFORE:**

**Jul 20, 2016 3:00:00 PM CDT**

**PROPOSALS WILL BE PUBLICLY  
OPENED:**

**Jul 20, 2016 3:00:00 PM CDT**

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](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this proposal.**

**All electronic proposals must be submitted via:** [www.bidsync.com](http://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](http://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](http://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 1606-091 Williamson County EXPO Equipment Partnership

Bid Number	<b>1606-091</b>
Bid Title	<b>Williamson County EXPO Equipment Partnership</b>
Bid Start Date	<b>In Held</b>
Bid End Date	<b>Jul 20, 2016 3:00:00 PM CDT</b>
Question & Answer End Date	<b>Jul 15, 2016 5:00:00 PM CDT</b>
Bid Contact	<b>Connie Singleton 512-943-1553 csingleton@wilco.org</b>
Contract Duration	<b>1 year</b>
Contract Renewal	<b>2 annual renewals</b>
Prices Good for	<b>90 days</b>
Pre-Bid Conference	<b>Jul 13, 2016 11:00:00 AM CDT Attendance is optional Location: Williamson County Exposition Center-Taylor 210 Carlos G Parker Blvd NW Taylor Texas 76574</b>
Bid Comments	<p>Williamson County Exposition Center is soliciting a partner to supply for the County's use at no charge, all or part of the following equipment and services as part of our partnership:</p> <ul style="list-style-type: none"> <li>Two (2) 95 horsepower 4-wheel drive tractors.</li> <li>Two (2) 5,000 lb. skid steer loaders to include a set of pallet forks and a bucket.</li> <li>Two (2) 2 seat utility vehicles.</li> <li>All equipment maintenance for the equipment.</li> <li>All insurance coverage for the equipment.</li> </ul> <p><b>If bidding via Bidsync, please print and complete:</b></p> <ol style="list-style-type: none"> <li>1. EQUIPMENT SUBMITTAL LIST (check boxes on left of equipment to be provided and fill in name/model of equipment total points at bottom) and upload to the first line item.</li> </ol> <p><b>Complete in Bidsync the following fillable forms:</b></p> <ol style="list-style-type: none"> <li>2. RFP Affidavit</li> <li>3. Conflict of Interest Form</li> </ol> <p><b>NOTE - THESE INSTRUCTIONS (1-3) SUPERSEDE SECTION 1.2 OF STANDARD DOCUMENTS.</b></p> <p><b>If bidding via paper, please print all documents - complete:</b></p> <ol style="list-style-type: none"> <li>1. EQUIPMENT SUBMITTAL LIST (check the boxes on left of equipment to be provided and fill in name/model of equipment total points at bottom)</li> <li>2. RFP Affidavit</li> <li>3. Conflict of Interest Form</li> </ol> <p><b>NOTE - THESE INSTRUCTIONS (1-3) SUPERSEDE SECTION 1.2 OF STANDARD DOCUMENTS.</b></p> <p>and return by deadline to:  <b>Williamson County Purchasing  Attn: RFP# 1606-091 Williamson Co. EXPO Equipment Partnership RFP  901 South Austin Ave.  Georgetown, TX 78626</b></p>

### Item Response Form

Item	<b>1606-091--01-01 · Attach Equipment Submittal List to this Line Item</b>
Quantity	<b>1 each</b>
Prices are not requested for this item.	

Delivery Location

**Williamson County, Texas**

Parks and Recreation

219 Perry Mayfield

Leander TX 78641

**Qty 1**

**Description**

**Complete Equipment Submittal List and upload to this Line item**

# WILLIAMSON COUNTY **EXPO** TEXAS

## ***Williamson County Exposition Center Partnership Program***



### **Introduction**

The Williamson County Exposition Center renovated and enhanced the existing facility/arena and added additional site improvements to increase the number and type of events the facility can accommodate. The Williamson County Exposition Center includes an arena with seating for 3,000 spectators, an indoor climate controlled exposition facility, a covered outdoor exposition facility, meeting room, conference room, a concessions building with show office and restrooms with a separate ticket building. The facility also includes administrative offices, a food preparation area, a large group gathering space, and exterior show spaces. The Williamson County Exposition Center is able to host livestock shows, rodeos, farmers' markets, banquets, concerts, festivals, special ceremonies, and much more.

The purpose of the Williamson County Exposition Center Partnership Program is to provide organizations, businesses, and individuals with an opportunity to be recognized as a significant partner of the Williamson County Exposition Center. Pursuant to authority granted in Texas Local Government Code § 263.251, funds raised with this program will help maintain and renovate Williamson County Exposition Center facilities. The

Williamson County Exposition Center Partnership Program has significant marketing value. Our partners are able to showcase their business or organization at the numerous events to be held at the Williamson County Exposition Center each year. This will be achieved through signage, logo placement, inclusion in brochures, advertisements, and other mutually agreed upon placements to increase the public awareness of the organization.



## 1) Equipment Partnership

Williamson County Exposition Center will provide the following benefits as part of the equipment partnership:

- i. Recognize business as an Official Partner of the Williamson County Exposition Center.
- ii. Provide one (1) outside exhibit space, with 40' front footage, for any 10 event days throughout the partnership year.
- iii. Post one (1) sign, size and location to be determined, in the Williamson County Exposition Center Arena.
- iv. Display the business logo and include link to partner's website on the WilcoExpo.com partner page.
- v. Display official signage of the business partner to be placed on the partner's equipment.

Williamson County Exposition Center will be supplied for use, at no charge, all or part of the following equipment and services as part of our partnership:

- i. Two (2) 95 horsepower 4-wheel drive tractors.
- ii. Two (2) 5,000 lb. skid steer loaders to include a set of pallet forks and a bucket.
- iii. Two (2) 2 seat utility vehicles.
- iv. All equipment maintenance for the equipment.
- v. All insurance coverage for the equipment.

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## Terms and Conditions (also see Standard RFP Documents)

1. Term - The term of the agreement will be for one year commencing on October 1, 2016 to September 30, 2017, with 2 possible one (1) year renewals.
2. Financial Commitment - The equipment partner agrees to provide the total amount of new equipment in the specified agreement. This equipment must be supplied on or before the effective date.
3. Equipment Usage - The supplied equipment will be used for daily operation and event needs for the Williamson County Expo Center. The supplied equipment will be operated by the Williamson County Expo Center staff and possibly the event holder's staff.
4. Non-Exclusive - The Williamson County Expo Center will encourage the event holder to use the Equipment Partner's equipment for event needs. In cases where the Equipment Partner's equipment will not meet the specified equipment needed by the event holder, the Equipment Partner will have the first option to supply the specified equipment. If the Equipment Partner is not able or willing to provide the specified equipment, then the event holder may secure the specified equipment from an outside source. The event holder may secure and promote sponsorships from other equipment dealers during their specific event.
5. Signage - The Williamson County Exposition Center will design and provide at its own reasonable cost adequate signage for the partnership. The posting location will be determined by the Williamson County Exposition Center.
6. Promotion - The equipment partner will provide an appropriate logo to be used by the Williamson County Exposition Center in printed business, marketing, promotional and press materials related to the facility and events scheduled at the facility. The equipment partner grants the Williamson County Exposition Center an unrestricted license to use the equipment partner's name and the logo it provides on any or all printed business, marketing, promotional and press materials related to the facility and events scheduled at the facility. The equipment partner further warrants and represents that it has all right, title, and interest in its name and logo, without limitation, including the trademarks and copyrights associated therewith.
7. Compliance with laws - The equipment partner shall comply with all the rules governing the use of the premises and all other applicable Federal, state, county, and city laws and regulations.
8. Non-discrimination – The equipment partner shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin, ancestry, sex or age. The equipment partner shall comply with the Americans with Disabilities Act and all regulations interpreting or enforcing such Act.
9. Hold Harmless - The equipment partner shall protect, save harmless, indemnify and defend, at its own expense, the Williamson County Exposition Center, and its elected and appointed officials, officers, employees, and agents, from any loss, cost, causes of action, suit, liability of every kind and of any nature, including all expenses of litigation, court costs, and attorney fees, arising out of the equipment partner's performance of this agreement. The equipment partner's breach of this agreement, or the Williamson County Exposition Center's use of the equipment partner's name and logo, this includes, but is not limited to, any trademark or copyright claims related to or arising from the Williamson County Exposition Center's use of equipment partner's name and logo.



**Section 1: There will only be one Official Equipment Partner selected for the Williamson County Exposition Center. The equipment partnership will be awarded to the vendor with the highest point value through Section 1.**

Check all of the boxes that your company is willing to furnish for the Williamson County Exposition Center.

- (10pts) A new 90-100 horsepower 4-wheel drive tractor
  - (3pts) Required maintenance for equipment
  - (2pts) Required insurance for equipment
- (10pts) A new 2 seat utility vehicle
  - (3pts) Required maintenance for equipment
  - (2pts) Required insurance for equipment
- (10pts) A new 5,000 lb. min. operating weight skid steer loader with pallet forks and a utility bucket
  - (3pts) Required maintenance for equipment
  - (2pts) Required insurance for equipment
- (7pts) A 2<sup>nd</sup> new 90-100 horsepower 4-wheel drive tractor
  - (3pts) Required maintenance for equipment
  - (2pts) Required insurance for equipment
- (7pts) A 2<sup>nd</sup> new 5,000 lb. min. operating weight skid steer loader with pallet forks and utility bucket
  - (3pts) Required maintenance for equipment
  - (2pts) Required insurance for equipment
- (7pts) A 2<sup>nd</sup> new 2 seat utility vehicle
  - (3pts) Required maintenance for equipment
  - (2pts) Required insurance for equipment

**For a total possible point value of 81.**

**Williamson County reserves the right to request a Best and Final Offer from any or all submitters.**

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## Section 7: Bidding Requirements

1. The successful bidder (Vendor) must enter into an Agreement with the Williamson County Exposition Center guaranteeing annual rights, payments and other terms and conditions as may be required.
2. The Vendor acknowledges the Williamson County Exposition Center will pay for signage of which the size and design will ultimately be approved by the Williamson County Exposition Center.
3. The Williamson County Exposition Center reserves the right to waive any informalities or minor defects, accept and/or reject any or all bids.
4. The Vendor must provide verification they can meet the obligations of the agreement.
6. Determination of Highest Responsible Bid - Subject to the right of the Williamson County Exposition Center to reject any or all bids, the Williamson County Exposition Center will award partnership to the bidder submitting the highest responsible point total value bid based upon the completion of Section 1.
7. It is the Williamson County Exposition Center's intent to award all partnerships before September 30, 2016.
8. Bidders should direct all questions to BIDSYNC site:

Connie Singleton  
Purchasing Specialist  
Williamson County Purchasing  
901 S Austin Ave  
Georgetown, TX 78626  
[csingleton@wilco.org](mailto:csingleton@wilco.org)

# **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:

1. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials
2. The least amount of plastic/laminate or other non-recyclable binding materials
3. 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.);

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 Certificate of Interested Parties

As of January 1, 2016, Respondents are responsible for complying with the Texas Government Code Section 2252.908. The law states that Williamson County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to Williamson County at the time the Respondent submits the signed contract to Williamson County.

The disclosure requirement applies to any contract of Williamson County entered into on or after January 1, 2016 that either:

1. requires an action or vote by the Commissioners Court (all contracts that fall under the jurisdiction of Commissioners Court approval such as contracts resulting from an IFB, RFP, RFQ etc. excluding but not limited to certain Juvenile Services contracts, contracts funded with Sheriff's seized funds monies etc.) before the contract may be signed
2. has a value of at least \$1 million.

**Note: Since the majority of contracts with Williamson County require approval by the Commissioners Court, this form will most likely be required to be supplied.**

On January 1, 2016, the Texas Ethics Commission made available on its website a new filing application that must be used to file Form 1295.

Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A Respondent must:

1. use the online application to process the required information on Form 1295
2. print a copy of the form which will contain a unique certification number
3. an authorized agent of the Respondent must sign the printed copy of the form
4. and have the form notarized
5. the completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Williamson County at the time the signed contract is submitted for Commissioners Court approval.

After Commissioners Court award of the contract, Williamson County must:

1. notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.

## 1.7 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.

## 1.8 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](http://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."

## 2.1 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.

## 2.2 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.

## 2.3 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.

## 2.4 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County.

## 2.5 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.

## 2.6 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.

## 2.7 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.

## 2.8 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.

## 2.9 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.

## 2.10 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.

## 2.11 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.

## 2.12 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.

## 2.13 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.

## 2.14 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.

## 2.15 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.

## 3.1 DEFINITIONS, TERMS AND CONDITIONS

### 3.2 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.

### **3.3 TERMS AND CONDITIONS**

#### **3.3.1 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.

#### **3.3.2 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 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.

#### **3.3.3 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.

#### **3.3.4 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.

#### **3.3.5 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.

#### **3.3.6 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.

#### **3.3.7 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.

### 3.3.8 Termination

- a) **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.
- b) **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon ninety (90) calendar day's written notice to Successful Respondent. 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 be 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.

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 r e q u i r e d 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 R e s p o n d e n t 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:

- Name, address, and telephone number of Successful Respondent and similar information in the event the payment is to be made to a different address
- County contract, Purchase Order, and/or delivery order number
- Identification of items or service as outlined in the Contract
- Quantity or quantities, applicable unit prices, total prices, and total amount
- 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](mailto: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.

## 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.**

## EXPO EQUIPMENT PARTERSHIP PROGRAM EQUIPMENT SUBMITTAL LIST

I do hereby agree to furnish the following equipment, services and insurance for the items listed here;

Name of Proposing Firm	Authorized Signature	Date Signed
------------------------	----------------------	-------------

**New 90-100 Horsepower 4-Wheel Drive Tractor:** \_\_\_\_\_ **10 Points**  
Brand Name & Model of Equipment

- Required Maintenance for Equipment** **3 Points**
- Required Insurance for Equipment** **2 Points**

**New 5,000 Pound Minimum Operating Weight Skid Steer Loader,**  
**With Pallet Forks and a Utility Bucket:** \_\_\_\_\_ **10 Points**  
Brand Name & Model of Equipment

- Required Maintenance for Equipment** **3 Points**
- Required Insurance for Equipment** **2 Points**

**New 2 Seat Utility Vehicle:** \_\_\_\_\_ **10 Points**  
Brand Name & Model of Equipment

- Required Maintenance for Equipment** **3 Points**
- Required Insurance for Equipment** **2 Points**

**2<sup>nd</sup> New 90-100 Horsepower 4-Wheel Drive Tractor:** \_\_\_\_\_ **7 Points**  
Brand Name & Model of Equipment

- Required Maintenance for Equipment** **3 Points**
- Required Insurance for Equipment** **2 Points**

**2<sup>nd</sup> New 5,000 Pound Minimum Operating Weight Skid Steer Loader,**  
**With Pallet Forks and a Utility Bucket:** \_\_\_\_\_ **7 Points**  
Brand Name & Model of Equipment

- Required Maintenance for Equipment** **3 Points**
- Required Insurance for Equipment** **2 Points**

**2<sup>nd</sup> New 2 Seat Utility Vehicle:** \_\_\_\_\_ **7 Points**  
Brand Name & Model of Equipment

- Required Maintenance for Equipment** **3 Points**
- Required Insurance for Equipment** **2 Points**

\_\_\_\_\_  
**TOTAL POINTS**

# 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 of Respondent:

Address of Respondent:

Email:

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 \_\_\_\_\_

**SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.**

## Question and Answers for Bid #1606-091 - Williamson County EXPO Equipment Partnership

### Overall Bid Questions

There are no questions associated with this bid.

**Commissioners Court - Regular Session**

**39.**

**Meeting Date:** 06/28/2016

Purchase of Vehicles for SO

**Submitted For:** Max Bricka

**Submitted By:** Jayme Jasso, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action to approve co-op purchase contract (Buyboard Contract 430-13) between Williamson County Texas and Silsbee Ford for (2) 2016 Ford Interceptor SUV's to support operations of the Williamson County Sheriff's Office and authorize the County Judge to sign all related contract documents related to the same.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Silsbee Ford 1](#)

[Silsbee Ford 2](#)

[Silsbee Ford 3](#)

[Silsbee Ford 4](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 06/20/2016

**Reviewed By**

Wendy Coco

**Date**

06/20/2016 11:42 AM

Started On: 06/15/2016 03:56 PM



P.O. Box 400  
Austin, TX 78767-0400  
800.695.2919 | 512.467.0222 | Fax: 800.211.5454  
buyboard.com

November 6, 2013

Sent Via E-mail: bswan.cowboyfleet@gmail.com

Robert Swan  
Silsbee Ford  
1211 US HWY 96 N  
Silsbee, TX 77656

**Proposal Name & Number: Vehicles/Heavy Duty Trucks, Options/Repairs, Service & Labor #430-13**

Congratulations, your company has been successful on the above referenced proposal! This contract will be effective December 1, 2013. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To see the items your company has been awarded, please review the proposal tabulation #430-13 on the following web-site: [www.vendor.buyboard.com](http://www.vendor.buyboard.com). Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

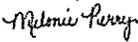
Attached to this letter you will find the following documents:

Vendor Quick Reference Sheet  
Electronic Catalog Format Instructions  
Vendor Billing Procedures

**Receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative.** Accepting orders directly from member entities may result in a violation of the State of Texas competitive bid statute and cancellation of the proposal award therefore all orders must be processed through the Cooperative in order to comply. We request your assistance in immediately forwarding by fax (1-800-211-5454) to the cooperative any orders received directly from member entities. If by chance an order sent directly to you has been unintentionally processed, please fax it to the Cooperative (1-800-211-5454) and note it as **RECORD ONLY** to prevent duplication.

**Per proposal specifications, awarded vendors will have 60 days to submit their electronic catalog including pricing. If the electronic data is not provided within 60 days of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.**

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact Arturo Salinas at 800-695-2919 ext. 6200.

Sincerely,  
  
Melonie Perry  
Bid Administrator



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.



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PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

16738

### PROPOSER'S AGREEMENT AND SIGNATURE

**Proposal Name:** Vehicles and Heavy Duty Trucks and Options

**Proposal Opening Date and Time:** October 8, 2013 at 3:00 PM

**Proposal Number:** 430-13

**Location of Proposal Opening:**  
Texas Association of School Boards, Inc.  
BuyBoard Department  
12007 Research Blvd.  
Austin, TX 78759

**Contract Time Period:** December 1, 2013 through November 30, 2014 with two (2) possible one-year renewals.

**Anticipated Cooperative Board Meeting Date:** November 2013

SILSBEE FORD  
Name of Proposing Company

10-3-2013  
Date

1211 US HWY. 96 N  
Street Address

Robert C. Swan  
Signature of Authorized Company Official

SILSBEE, TX 77656-0815  
City, State, Zip

ROBERT C. SWAN  
Printed Name of Authorized Company Official

409-895-3800  
Telephone Number of Authorized Company Official

FLEET DIRECTOR  
Position or Title of Authorized Company Official

409-895-3881  
Fax Number of Authorized Company Official

76-0533144  
Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

N-Sub  
Y-rat



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4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
  - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
  - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
  - d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.

RWS



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**VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS**

Company: SILSBEE FORD General Contact Name: \_\_\_\_\_

**Purchase Orders:** Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:

I will use the **INTERNET** to receive purchase orders.

E-mail Address: RHYDER.COWBOYFLEET@GMAIL.COM

Internet Contact: RICHARD HYDER Phone: 409-895-3800

Alternate E-mail Address: JRUNNELS.COWBOYFLEET@GMAIL.COM

Alternate Internet Contact: JARROD RUNNELS Phone: 409-895-3800

I will receive purchase orders via **FAX**.

Fax Number: \_\_\_\_\_

Fax Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**Request for Quotes ("RFQ"):** Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: RHYDER.COWBOYFLEET@GMAIL.COM

Alternate E-mail Address: JRUNNELS.COWBOYFLEET@GMAIL.COM

**Invoices:** Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: SILSBEE FORD Department: FLEET  
1211 US HWY 96 N

City: SILSBEE State: TX Zip Code: 77656-0815

Contact Name: TINA DURBIN Phone: 409-895-3800

Fax: 409-895-3888 E-mail Address: TDURBIN.COWBOYFLEET@GMAIL.COM

Alternative E-mail Address: JRUNNELS.COWBOYFLEET@GMAIL.COM

RJX



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**FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION**

**FELONY CONVICTION DISCLOSURE**

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- My company is not owned or operated by anyone who has been convicted of a felony.
- My company is owned/operated by the following individual(s) who has/have been convicted o a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

SILSBER FORD

Company Name

Robert C. Swan

Signature of Authorized Company Official

ROBERT C. SWAN

Printed Name

**DEBARMENT CERTIFICATION**

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

SILSBER FORD

Company Name

Robert C. Swan

Signature of Authorized Company Official

ROBERT C. SWAN

Printed Name

RSJ



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**RESIDENT/NONRESIDENT CERTIFICATION**

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (✓) one of the following.

I certify that my company is a **Resident Proposer.**

I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

\_\_\_\_\_  
Company Name Address

\_\_\_\_\_  
City State Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

- Yes
- No

B. What is the prescribed amount or percentage? \$ \_\_\_\_\_ or \_\_\_\_\_ %

**VENDOR EMPLOYMENT CERTIFICATION**

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? Please check (✓) one of the following.

- Yes
- No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

SILSBER FORD  
Company Name

Robert C. Swan  
Signature of Authorized Company Official

ROBERT C. SWAN  
Printed Name



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## MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE/ HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Minority/Women Business Enterprise (also known as a "Historically Underutilized Business" or "HUB" and all referred to in this form as a "MWBE") is encouraged to indicate its MWBE certification status when responding to this Proposal Invitation. The electronic catalogs will indicate MWBE certifications for vendors that properly indicate and document their MWBE certification on this form.

Please check (√) all that apply

I certify that my company has been certified as a MWBE in the following categories:

**Minority Owned Business**

**Women Owned Business**

**Certificate Number:**

N/A

**Name of Certifying Agency:**

My company has **NOT** been certified as a MWBE.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

SILSBERG FORD

Company Name

Robert C. Swan

Signature of Authorized Company Official

ROBERT C. SWAN

Printed Name



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**AFFIRMATION REGARDING CONSTRUCTION RELATED GOODS AND SERVICES**

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, attached to this Form F, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services.

By signature below, the undersigned affirms that Proposer has read and understands the Advisory attached to this Form F and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, and will make a good faith effort to make its Cooperative clients or potential clients aware of such requirements.

SILSBREE FORD

Company Name

Robert C. Swan

Signature of Authorized Company Official

ROBERT C. SWAN

Printed Name

10-3-2013

Date

RS



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## **CONSTRUCTION RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS**

**Why make purchases using BuyBoard?** Purchasing through a cooperative or "interlocal contract" satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services. Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard.

**What is BuyBoard's Procurement Process?** The BuyBoard uses a competitive procurement process to award contracts to vendors for products and services that the BuyBoard determines, based on an evaluation of multiple criteria, represent the best value for its members.

**How does BuyBoard award a contract to a vendor?** As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. **THE PRICE YOU PAY FOR THE PRODUCTS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific contract, as set out in the proposal invitation.

**How does a BuyBoard member make purchases through the BuyBoard contract?** You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected products or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. Consult your procurement officer and/or legal advisor for specific advice.

### **How do I know that my entity has made a purchase through the BuyBoard?**

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to [www.buyboard.com](http://www.buyboard.com) using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.



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**What should BuyBoard members consider when using BuyBoard for construction-related purchases?** While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.

When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an Interlocal contract or purchasing cooperative is the procurement method that will provide best value. This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or can be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific products and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor products or services that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your product includes a construction component that requires architectural or engineering services, you must procure those services separately. YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT. Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.
  - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.
  - **Engineering.** If the products or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer. The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.



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- **Independent Testing.** Public entities are required to contract for the testing of construction materials engineering and verification testing services necessary for acceptance of the facility by the entity, independent of the contractor, construction manager, or design-build firm. The procurement of the testing services should be done under the Professional Services Procurement Act, and not under a BuyBoard contract.
- **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.
- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project. Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. **THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS.** The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related products and services under any procurement method, including a purchasing cooperative.

For more information about BuyBoard, contact us at 800-695-2919.

*Issued: June 19, 2013*



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### DEVIATION AND COMPLIANCE SIGNATURE FORM

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

- No;** Deviations
- Yes;** Deviations

List and fully explain any deviations you are submitting:

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#### PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via:  Common Carrier  Company Truck  Other:

2. Payment Terms:  Net 30 days  1% in 10/Net 30 days  Other:

3. Number of Days for Delivery: 60-90ARO

4. Vendor Reference/Quote Number: 430-13

5. State your return policy: 25% RE-STOCKING FEE DURING 1st 30 DAYS.

6. Are electronic payments acceptable?  Yes  No

SILSBEE FORD  
Company Name

Robert C. Swan  
Signature of Authorized Company Official

ROBERT C. SWAN  
Printed Name

*ret*



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### DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

SILSBEE FORD  
Company Name

1211 US HWY 96N  
Address

SILSBEE City      TX State      77656 Zip

409-895-3800 Phone Number      409-895-3881 Fax Number

ROBERT C. SWAN  
Contact Person

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City      State      Zip

\_\_\_\_\_  
Phone Number      Fax Number

\_\_\_\_\_  
Contact Person

*RS*



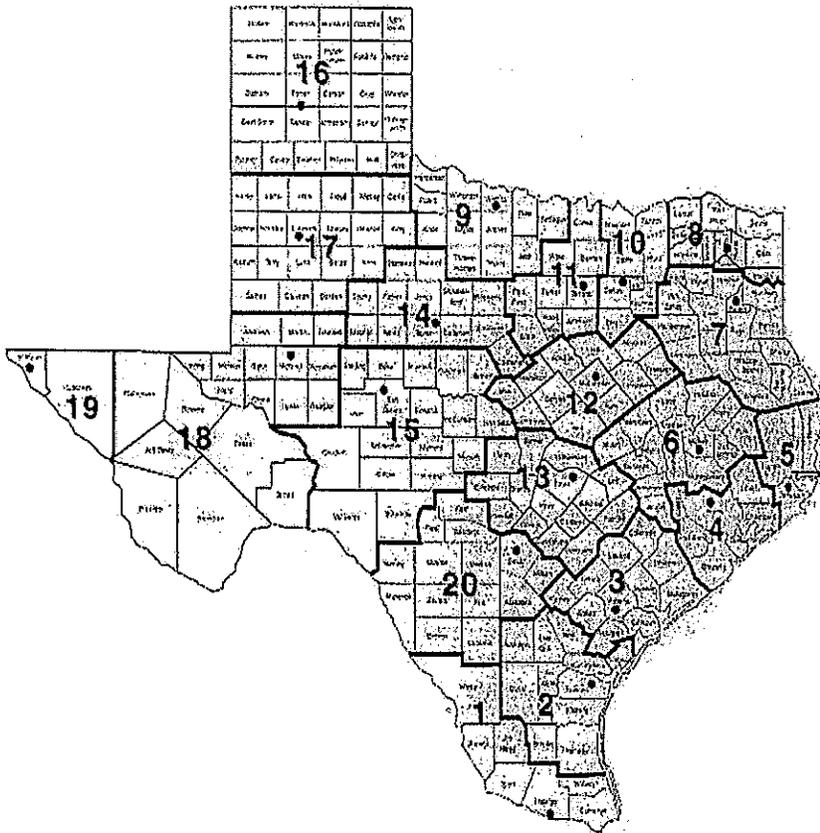
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# TEXAS REGIONAL SERVICE DESIGNATION

**Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!**

The Cooperative (referred to as "Texas Cooperative" in this Form I and Form J, State Service Designation) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

### Regional Education Service Centers



- I will service Texas Cooperative members statewide.
- I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region	Headquarters
<input type="checkbox"/> 1	Edinburg
<input type="checkbox"/> 2	Corpus Christi
<input type="checkbox"/> 3	Victoria
<input type="checkbox"/> 4	Houston
<input type="checkbox"/> 5	Beaumont
<input type="checkbox"/> 6	Huntsville
<input type="checkbox"/> 7	Kilgore
<input type="checkbox"/> 8	Mount Pleasant
<input type="checkbox"/> 9	Wichita Falls
<input type="checkbox"/> 10	Richardson
<input type="checkbox"/> 11	Fort Worth
<input type="checkbox"/> 12	Waco
<input type="checkbox"/> 13	Austin
<input type="checkbox"/> 14	Abilene
<input type="checkbox"/> 15	San Angelo
<input type="checkbox"/> 16	Amarillo
<input type="checkbox"/> 17	Lubbock
<input type="checkbox"/> 18	Midland
<input type="checkbox"/> 19	El Paso
<input type="checkbox"/> 20	San Antonio

SILBER FORD  
Company Name

Robert C. Swan  
Signature of Authorized Company Official

ROBERT C. SWAN  
Printed Name

- I will not service members of the Texas Cooperative.



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## STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. (Note: If you plan to service Texas Cooperative members, be sure that you complete Form I, Texas Regional Service Designation.)

I will service all states in the United States.

I will not service all states in the United States. I will service only the states checked below:

- |                                                                          |                                         |
|--------------------------------------------------------------------------|-----------------------------------------|
| <input type="checkbox"/> Alabama                                         | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Alaska                                          | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arizona                                         | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> Arkansas                                        | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Colorado                                        | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Connecticut                                     | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware                                        | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> District of Columbia                            | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Florida                                         | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Georgia                                         | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Hawaii                                          | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Idaho                                           | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Illinois                                        | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana                                         | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Iowa                                            | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kansas                                          | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Kentucky                                        | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Louisiana                                       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maine                                           | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Maryland                                        | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Massachusetts                                   | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Michigan                                        | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Minnesota                                       | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Mississippi                                     |                                         |
| <input type="checkbox"/> Missouri                                        |                                         |
| <input type="checkbox"/> Montana                                         |                                         |

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

SILSBEE FORD

Company Name

Ronald E. Swan

Signature of Authorized Company Official

ROBERT C. SWAN

Printed Name



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## **NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT**

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on Form J, State Service Designation, in your Proposal.

**By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:**

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on Form J (State Service Designation Form) of this Proposal Invitation. Any changes to the states designated on Form J must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.



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6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

SILSBEE FORD

Name of Vendor

430-13

Proposal Invitation Number

Robert C. Swan

Signature of Authorized Company Official

ROBERT C. SWAN

Printed Name of Authorized Company Official

10-3-2013

Date



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**FEDERAL AND STATE/PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM**

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 55,000,000.00 (The period of the 12 month period is OCT 1, 2011, OCT 1, 2012). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

YES  NO

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

*PHILIPPINE FLEET - ALL MEMBERS TO SILSBEE*

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal-General-Services-Adm. <i>Buy - BOARD</i>	6%	FORD 1609 TOYOTA 60	INCLUDED
2. T-PASS	5%	Ford 381 TOYOTA 9	INCLUDED
3. U.S. Communities Purchasing Alliance	—		
4. The Cooperative Purchasing Network	—		
5. Houston-Galveston Area Council	6%	Ford 444 TOYOTA 12	1.75 PER MILE
6. Other <i>TARRANT COUNTY</i>	5%	Ford 130 TOYOTA 5	1.75 PER MILE

MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

**CURRENT BUYBOARD VENDORS**

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): \_\_\_\_\_ Proposed Discount (%): 6%

Explanation: SILSBEE FORD, SILSBEE TOYOTA HAVE NEW CONTRACTS WITH T-PASS AND HEAL.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

SILSBEE FORD  
Company Name

Robert C. Swan  
Signature of Authorized Company Official

ROBERT C. SWAN  
Printed Name



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## REFERENCES AND PRICE/DISCOUNT INFORMATION

**PART I:** For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Discount	Quantity/ Volume	FOB Term
1. HARRIS COUNTY	SYD SEXTON	713-755-5362			
2. C/O HOUSTON	LARRY BENKA	832-393-6911			
3. JEFFERSON COUNTY	TAMARA INBODEN	409-835-8593			
4. SABINE RIVER AUTHORITY OF TEXAS	KEITH HOBAN	409-746-2192			
5. C/O AUSTIN	WILL O'CONNOR	512-978-2644			

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? YES  NO  If YES, please explain: \_\_\_\_\_

**PART II:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: How you will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)* Attach additional pages if necessary.

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

SILSBEE FORD  
Company Name

Robert C. Swan  
Signature of Authorized Company Official

ROBERT C. SWAN  
Printed Name



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**VEHICLES, HEAVY DUTY TRUCKS AND OPTIONS/  
REPAIR PARTS AND SERVICE LABOR  
PROPOSAL NO. 430-13**

**ADDENDUM NO. 1**

The following information becomes a permanent part of the Proposal Invitation document:

**PROPOSAL FORM:**

The detailed specifications for Chrysler, Dodge, and Jeep vehicles have been revised to include updated models and a special service truck.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: SILSBEE FORD

Address: 1211 US HWY 96 N, SILSBEE, TX

Signature of Authorized Company Official: Roberto Sosa Title: FLEET DIRECTOR

Telephone Number: 409-895-3800 Date: 10-3-2013

RS



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**VEHICLES, HEAVY DUTY TRUCKS AND OPTIONS/  
REPAIR PARTS AND SERVICE LABOR  
PROPOSAL NO. 430-13**

**ADDENDUM NO. 2**

The following information becomes a permanent part of the Proposal Invitation document:

**PROPOSAL FORM:**

**Item No. 340-351 Mitsubishi Trucks** has been added to Proposal No. 430-13 please see proposal form.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: SILSBEE FORD

Address: 1211 US HWY 96 N, SILSBEE, TX

Signature of Authorized Company Official: Ronald Swan Title: FLEET DIRECTOR

Telephone Number: 409-895-3800 Date: 10-3-2013

RS



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PH: 800-695-2919 \* FAX: 800-211-5454 \* www.vendor.buyboard.com

**VEHICLES, HEAVY DUTY TRUCKS AND OPTIONS/  
REPAIR PARTS AND SERVICE LABOR  
PROPOSAL NO. 430-13**

**ADDENDUM NO. 3**

The following information becomes a permanent part of the Proposal Invitation document:

**PROPOSAL FORM:**

**Item No. 352-375 Kenworth Trucks** have been added to Proposal No. 430-13 please see proposal form.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: SILSBEE FORD

Address: 1211 US HWY 96 N, SILSBEE, TX

Signature of Authorized Company Official: Robert B. Swann Title: FLEET DIRECTOR

Telephone Number: 409-895-3800 Date: 10-3-2013

RAD



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**VEHICLES, HEAVY DUTY TRUCKS AND OPTIONS/  
REPAIR PARTS AND SERVICE LABOR  
PROPOSAL NO. 430-13**

**ADDENDUM NO. 4**

The following information becomes a permanent part of the Proposal Invitation document:

**PROPOSAL FORM:**

The detailed specifications for Chrysler, Dodge, and Jeep vehicles have been revised to include **Item No. 61A-61D and 65A**. These items have been added to Proposal No. 430-13. Please see the proposal form.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: SILSBEE FORD

Address: 1211 US HWY 96N, SILSBEE, TX

Signature of Authorized Company Official: Ronald Swan Title: FLEET DIRECTOR

Telephone Number: 409-895-3800 Date: 10-3-2013

RAS



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**VEHICLES, HEAVY DUTY TRUCKS AND OPTIONS/  
REPAIR PARTS AND SERVICE LABOR  
PROPOSAL NO. 430-13**

**ADDENDUM NO. 5**

The following information becomes a permanent part of the Proposal Invitation document:

**PROPOSAL FORM:**

The detailed specifications for **Ford** vehicles have been revised to include **Item No. 117A and 118A**. These items have been added to Proposal No. 430-13.

The detailed specifications for **Western Star** trucks have been revised to include **Item No. 332A and 332B**. These items have been added to Proposal No. 430-13. Please see the proposal form.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: SILSBEE FORD

Address: 1211 US HWY. 96 N, SILSBEE, TX.

Signature of Authorized  
Company Official: Robert Swan Title: FLEET DIRECTOR

Telephone Number: 409-895-3800 Date: 10-3-2013

*RS*



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**VEHICLES, HEAVY DUTY TRUCKS AND OPTIONS/  
REPAIR PARTS AND SERVICE LABOR  
PROPOSAL NO. 430-13**

**ADDENDUM NO. 6**

The following information becomes a permanent part of the Proposal Invitation document:

**PROPOSAL FORM:**

**Item No. 376-388 Caterpillar Trucks** have been added to Proposal No. 430-13 please see proposal form.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: SILSBEE FORD

Address: 1211 US HWY 96N, SILSBEE, TX

Signature of Authorized Company Official: Ronald J. Jwa Title: Fleet Director

Telephone Number: 409-895-3800 Date: 10-3-2013

*RS*



Craig Fetty  
Government Account Manager  
Ford Motor Company

4500 Williams Drive  
Suite 212-PMB 106  
Georgetown, TX 78633

October 3, 2013

Arturo Salinas  
Buyboard – Procurement Director  
12007 Research Blvd.  
Austin, TX 78759

Subject: Manufacturer's letter, Sealed Proposal No. 430-13 – Vehicles and Heavy Duty Trucks and Options

Mr. Salinas:

As required in subject proposal, the following listed Ford franchised dealerships are authorized to sell and service Ford branded vehicles within the United States of America as follows:

Chastang Ford – Trucks (including Cab & Chassis), Vans, SUV's, and Medium Duty Truck  
Grande Truck Center – Trucks (including Cab & Chassis), Vans, SUV's, and Medium Duty Truck (F650 & F750)  
Griffith Ford of Seguin, LLC – All Ford product, excluding C-Max Energy  
Leif Johnson Ford II, LTD – Full line Ford product  
Rockdale Country Ford - Full line Ford, excluding Medium Duty Truck (F650 & F750)  
Caldwell Country Ford - Full line Ford, excluding Medium Duty Truck (F650 & F750)  
Sam Pack's Five Star Ford, LTD – Full line Ford  
Silsbee Ford - Full line Ford

If you have any questions please contact me at 303-522-5753 or email at [cfetty@ford.com](mailto:cfetty@ford.com). Thank you for choosing Ford Motor Company products.

Sincerely,

Craig Fetty  
[cfetty@ford.com](mailto:cfetty@ford.com)  
303-522-5753

RS

Control No. 205815

**FRANCHISED MOTOR VEHICLE DEALER**

FRANCHISE NO: C119260

GENERAL DISTINGUISHING NO: P34381

Motor Vehicle Dealer

EXPIRES: 01/31/2015  
PHYSICAL LOCATION:  
1211 US HIGHWAY 96 N  
SILSBEE, TX 77656-7190

Texas Department  
of Motor Vehicles  
MOTOR VEHICLE DIVISION

SILSBEE FORD INC.  
PO BOX 815  
SILSBEE, TX 77656-0815

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:  
MERCURY, AA, FORD, AA  
ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS  
TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS  
DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

*Bill Harbeson*

Bill Harbeson, Interim Director  
Texas Department of Motor Vehicles  
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE  
PUNISHABLE AS A SECOND-DEGREE FELONY.



12007 Research Boulevard • Austin, Texas 78759-2439  
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

## FORMS CHECKLIST

(Please check (✓) the following)

- Completed: Proposer's Agreement and Signature (Form A)
- Completed: Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options (Form B)
- Completed: Felony Conviction Disclosure and Debarment Certification (Form C)
- Completed: Resident/Nonresident Certification (Form D)
- Completed: Historically Underutilized Business (HUB) Certification (Form E)
- Completed: Affirmation Regarding Construction Related Goods and Services (Form F)
- Completed: Deviation/Compliance Signature Form (Form G)
- Completed: Dealership Listings (Form H)
- Completed: Texas Regional Service Designation (Form I)
- Completed: State Service Designation (Form J)
- Completed: National Purchasing Cooperative Vendor Award Agreement (Form K)
- Completed: Federal and State/Purchasing Cooperative Discount Comparison Form (Form L)
- Completed: References and Price Discount Information (Form M)
- Completed: Forms Checklist (Form N)
- Completed: Proposal Specifications with Catalogs/Pricelists and Manufacturer Letters  
~~Catalogs/Pricelists must be submitted with proposal response or response will not be considered.~~



**Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options**

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand and Model	Options
			<b>Ford Model Vehicles</b>			
<p><b>NOTE: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.</b></p>						
93	Ford Taurus SE (P2D)	Full Size Sedan	<b>Taurus SE Sedan (P2D)</b> -- Taurus SE Trim Package, 3.5L V6 engine, complete with all manufacturer's standard equipment	\$ <u>16,442.<sup>00</sup></u>	FORD TAURUS SE P2D	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
94	Ford Fusion S (POG)	Mid Size Sedan	<b>Fusion S Sedan (POG)</b> -- Fusion S Trim Package, 2.5L I4 engine, complete with all manufacturer's standard equipment	\$ <u>14,641.<sup>00</sup></u>	FORD FUSION S POG	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
95	Ford Fusion S Hybrid (POU)	Mid Size Sedan	<b>Fusion Hybrid S Sedan (POU)</b> -- Fusion S Trim Package, 2.0L I4 engine, complete with all manufacturer's standard equipment	\$ <u>21,953.<sup>00</sup></u>	FORD FUSION HYBRID POU	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
96	Ford Fiesta S (P4A)	Compact Sedan	<b>Fiesta S Sedan (P4A)</b> -- Fiesta S trim package; 1.6L I4 engine, complete with all manufacturer's standard equipment	\$ <u>11,411.<sup>00</sup></u>	FORD FIESTA P4A	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

**PROPOSAL NOTE:**

1. \*All columns must be completed or response will not be considered.

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## Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand and Model	Options
97	Ford Mustang (P8A)	Coupe	<b>Ford Mustang V6 (P8A)</b> -- Two door, 3.7L V6 engine, complete with all manufacturer's standard equipment	\$ <u>17,971.82</u>	FORD MUSTANG P8A	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
98	Ford Focus S (P3E)	Compact Sedan	<b>Focus S Sedan (P3E)</b> -- Focus S Trim Package, 2.0L I4, complete with all manufacturer's standard equipment	\$ <u>11,711.00</u>	FORD FOCUS S SEDAN P3E	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
99	Ford C-Max Hybrid (P5A)	Compact Sedan	<b>C-Max Hybrid Sedan (C-Max P5A)</b> -- Hybrid, 5 door, 2.0L I4 engine, complete with all manufacturer's standard equipment	\$ <u>21,022.00</u>	FORD C-MAX HYBRID C-MAX P5A	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
100	Ford C-Max Energi (P5C)	Compact Sedan	<b>C-Max Energi Sedan (C-Max P5C)</b> -- Plug in hybrid, 5 door, 2.0L I4 engine, complete with all manufacturer's standard equipment	\$ <u>28,027.00</u>	FORD C-MAX ENERGI SEDAN C-MAX P5C	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
101	Ford Police Interceptor AWD (P2M)	Law Enforcement Sedan AWD	<b>Police Inceptor Sedan (P2M)</b> -- AWD, Four door, 3.7L V6 engine complete with all manufacturer's standard equipment	\$ <u>20,842.00</u>	FORD AWD POLICE INTERCEPTOR P2M	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
102	Ford Police Interceptor Sport Utility AWD (K8A)	Law Enforcement Sport Utility AWD	<b>Police Inceptor Sport Utility (K8A)</b> -- AWD, 3.7L V6 engine complete with all manufacturer's standard equipment	\$ <u>23,131.00</u>	FORD AWD POLICE INTERCEPTOR SUV K8A	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

RS

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## Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

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Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand and Model	Options
103	Ford Expedition Special Services Package (U1F-102A)	Law Enforcement Sport Utility, Full Size	<b>Expedition SSV Utility (U1F-102A)</b> -- 5.4L V8 engine, complete with all manufacturer's standard equipment	\$ <u>23,523.<sup>00</sup></u>	FORD EXPEDITION SSV U1F	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
104	Ford Explorer (K7B)	Sport Utility	<b>Explorer Base Sport Utility (K7B)</b> -- Explorer base package; 3.5L V6 engine, complete with all manufacturer's standard equipment	\$ <u>22,313.<sup>00</sup></u>	FORD EXPLORER UTILITY K7B	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
105	Ford Expedition XL (U1F-100A)	Sport Utility	<b>Expedition XL Sport Utility (U1F-100A)</b> -- Expedition XL Trim Package, 5.4L V8 engine, complete with all manufacturer's standard equipment	\$ <u>25,597.<sup>00</sup></u>	FORD EXPEDITION XL Sport U1F	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
106	Ford Expedition XL Extended Length (K1F-100A)	Sport Utility, Extended Length	<b>Expedition EL Sport Utility (K1F-100A)</b> -- Expedition XL Extended length trim package, 5.4L V8 engine, complete with all manufacturer's standard equipment	\$ <u>28,641.<sup>00</sup></u>	FORD EXPEDITION EL K1F	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

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*RS*

## Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

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Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand and Model	Options
107	Ford Expedition Special Services Package Extended Length (K1F-102A)	Law Enforcement Sport Utility, Extended Length	<b>Expedition SSV Extended Length Utility (K1F-102A)</b> -- Expedition SSV Extended length trim package, 5.4L V8 engine, complete with all manufacturer's standard equipment	\$ <u>26,125.<sup>00</sup></u>	FORD EXPEDITION SSV EXTENDED K1F	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
108	Ford Escape S (U0F)	Sport Utility	<b>Escape Sport Utility (U0F)</b> -- Escape S Trim Package, 2.5L I4 engine, complete with all manufacturer's standard equipment	\$ <u>17,217.<sup>00</sup></u>	FORD ESCAPE SPORT U0F	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
109	Ford Edge SE (K3G)	Crossover Sport Utility	<b>Edge Crossover Sport Utility (K3G)</b> -- Edge SE Trim Package, four door, 3.5L V6 engine, complete with all manufacturer's standard equipment	\$ <u>21,345.<sup>00</sup></u>	FORD EDGE CROSSOVER K3G	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
110	Ford Flex (K5B)	Crossover Sport Utility	<b>Flex Crossover (K5B)</b> -- Four door, 3.5L V6, complete with all manufacturer's standard equipment	\$ <u>21,765.<sup>00</sup></u>	FORD FLEX CROSSOVER K5B	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
111	Ford F150, Regular Cab (F1C)	Full Size Pickup	<b>F-150 Pickup, Regular Cab (F1C)</b> -- F-150, 1/2 ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, complete with all manufacturer's standard equipment	\$ <u>13,858.<sup>00</sup></u>	FORD F150 REG. F1C	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

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## Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

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Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand and Model	Options
112	Ford F150, Regular Cab, CNG/LPG	Full Size Pickup	<b>F-150 Pickup, Regular Cab</b> -- F-150, CNG/LPG, 1/2 ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, complete with all manufacturer's standard equipment	\$ <u>14,086.<sup>00</sup></u>	FORD F150 W/ALT. FUEL PREP FIC	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
113	Ford F250, Regular Cab (F2A)	Full Size Pickup	<b>F-250 Pickup, Regular Cab (F2A)</b> -- F-250, 3/4 ton, regular cab, 4x2, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment	\$ <u>16,513.<sup>00</sup></u>	FORD F250 REG CAB. F2A	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
114	Ford F350 SRW, Regular Cab (F3A)	Full Size Pickup	<b>F-350 Pickup, Regular Cab (F3A)</b> -- F-350, 1 ton, Regular Cab, 4x2 SRW, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment	\$ <u>17,707.<sup>00</sup></u>	FORD F350 PW F3A	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
115	Ford F350 SRW, Chassis Cab (F3E)	Chassis Cab	<b>F-350 Chassis Cab (F3E)</b> -- F-350, Regular Cab Chassis, SRW, 6.2L V8 engine, automatic transmission, 141" wheelbase, 10,200lbs GVWR, complete with all manufacturer's standard equipment	\$ <u>18,818.<sup>00</sup></u>	FORD F350 SRW CHASS F3E	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
116	Ford F450 DRW, Chassis Cab (F4G)	Chassis Cab	<b>F-450 Chassis Cab (F4G)</b> -- F-450, Regular Cab Chassis, DRW, 6.8L V10 engine, automatic transmission, 141" wheelbase, 16,500lbs GVWR, complete with all manufacturer's standard equipment	\$ <u>24,896.<sup>00</sup></u>	FORD F450 DRW CHASS F4G	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
117	Ford F550 DRW, Chassis Cab (F5G)	Chassis Cab	<b>F-550 Chassis Cab (F5G)</b> -- F-550, Regular Cab Chassis, DRW, 6.8L V10, automatic transmission, 141" wheelbase, 18,000lbs GVWR, complete with all manufacturer's standard equipment	\$ <u>25,390.<sup>00</sup></u>	FORD F550 DRW CHASS F5G	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

**PROPOSAL NOTE:**

1. \*All columns must be completed or response will not be considered.

*ASB*

## Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

\*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand and Model	Options
117A	Ford F550 DRW, Stripped Chassis (F5K)	Stripped Chassis	<b>F-550 Stripped Chassis (F5K)</b> -- F-550, Stripped Chassis, DRW, 6.8L V10 gas engine, automatic transmission, 19,000lbs GVWR, complete with all manufacturer's standard equipment	\$ <u>19,269.<sup>00</sup></u>	FORD F550 STRIPPED CHASSIS F5K	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
118	Ford F650 DRW, Chassis Cab (F6G)	Chassis Cab	<b>F-650 Chassis Cab (F6G)</b> -- F-650, Regular Cab Chassis, DRW, 6.7L Cummins engine, 134" wheelbase, 22,000lbs Minimum GVWR, complete with all manufacturer's standard equipment	\$ <u>44,844.<sup>00</sup></u>	FORD F650 C/CAB F6G	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
118A	Ford F650 DRW, Chassis Cab (F6H)	Chassis Cab	<b>F-650 Chassis Cab (F6H)</b> -- F-650, Regular Cab Chassis, DRW, 6.8L gas engine, 158" wheelbase, 26,000lbs Minimum GVWR, complete with all manufacturer's standard equipment	\$ <u>37,374.<sup>00</sup></u>	FORD F650 GAS C/C F6H	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
119	Ford F750 DRW, Chassis Cab (F7F)	Chassis Cab	<b>F-750 Chassis Cab (F7F)</b> -- F-750, Regular Cab Chassis, DRW, 6.7L Cummins engine, 146" wheelbase, 30,000lbs Minimum GVWR, complete with all manufacturer's standard equipment	\$ <u>45,276.<sup>00</sup></u>	FORD F750 C/C F7F	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
120	Ford Transit Connect Wagon (S9E)	Wagon	<b>Transit Connect Wagon (S9E)</b> -- Transit Connect Wagon, 2.5L I4 engine, complete with all manufacturer's standard equipment	\$ <u>19,191.<sup>00</sup></u>	TRANSIT CONNECT WAGON S9E	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
121	Ford Transit Connect Van (S6E)	Cargo Van	<b>Transit Connect Cargo Van (S6E)</b> -- Transit Connect Van, 2.5L I4 engine, complete with all manufacturer's standard equipment	\$ <u>17,271.<sup>00</sup></u>	TRANSIT CARGO VAN S6E	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

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## Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

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Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand and Model	Options
122	Ford E-150, Passenger Van (E1B)	Passenger Van	<b>E-150 Econoline Passenger Van (E1B)</b> -- E-150 Van, Seating for 8, 4.6L V8 engine, 8600lbs GVWR, complete with all manufacturer's standard equipment	\$ <u>16,961.<sup>00</sup></u>	FORD E150 PASS.  E1B	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
123	Ford E-350, Super Duty Passenger Van (E3B)	Passenger Van	<b>E-350 Econoline Super Duty Passenger Van (E3B)</b> -- E-350 Van, Seating for 12, 4.6L V8 engine, 8700lbs GVWR, complete with all manufacturer's standard equipment	\$ <u>19,421.<sup>00</sup></u>	FORD E350 12PASS  E3B	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
124	Ford E-350, Super Duty Extended Passenger Van (S3B)	Passenger Van	<b>E-350 Econoline Super Duty Extended Passenger Van (S3B)</b> -- E-350 Van, Seating for 15, 5.4L V8 engine, 9100lbs GVWR, complete with all manufacturer's standard equipment	\$ <u>21,821</u>	FORD E350EXT 15PASS  S3B	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
125	Ford E-150, Cargo Van (E1E)	Cargo Van	<b>E-150 Econoline Cargo Van (E1E)</b> -- E-150 Van, 4.6L V8 engine, 8600lbs GVWR, 138" wheelbase, complete with all manufacturer's standard equipment	\$ <u>15,015.<sup>00</sup></u>	FORD E150 CARGO VAN  E1E	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
126	Ford E-250, Super Duty Cargo Van (E2E)	Cargo Van	<b>E-250 Econoline Super Duty Cargo Van (E2E)</b> -- E-250 Super Duty Van, 4.6L V8 engine, 9000lbs GVWR, 138" wheelbase, complete with all manufacturer's standard equipment	\$ <u>15,876.<sup>00</sup></u>	FORD E250 SUPER CARGO  E2E	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

**PROPOSAL NOTE:**

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## Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

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Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand and Model	Options
127	Ford E-350, Super Duty Cargo Van (E3E)	Cargo Van	<b>E-350 Econoline Super Duty Cargo Van (E3E)</b> -- E-350 Super Duty Van, 5.4L V8 engine, 9500lbs GVWR, 138" wheelbase, complete with all manufacturer's standard equipment	\$ <u>18,348.<sup>00</sup></u>	FORD E350 SUPER CARGO  E3E	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
128	Ford E-350 SRW, Cutaway (E3F)	Cutaway Chassis	<b>E-350 Cutaway Van Chassis (E3F)</b> -- 5.4L V8 engine, SRW, 138" wheelbase, 9600lbs GVWR, complete with all manufacturer's standard equipment	\$ <u>16,567.<sup>00</sup></u>	FORD E350 CUTAWAY SRW  E3F	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
129	Ford E-350 DRW, Cutaway	Cutaway Chassis	<b>E-350 Cutaway Van Chassis</b> -- 5.4L V8 engine, DRW, 138" wheelbase, 9600lbs GVWR, complete with all manufacturer's standard equipment	\$ <u>16,961.<sup>00</sup></u>	FORD E350 CUTAWAY DRW  E3F	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
130	Ford E-450 DRW, Cutaway (E4F)	Cutaway Chassis	<b>E-450 Cutaway Chassis (E4F)</b> -- 5.4L V8, DRW, 158" wheelbase, 14,050lbs GVWR, complete with all manufacturer's standard equipment	\$ <u>18,019.<sup>00</sup></u>	FORD E450 CUTAWAY	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

**PROPOSAL NOTE:**

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*RD*



## Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

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Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand and Model	Options
<b>OPTIONAL EQUIPMENT-</b> The majority of optional equipment is not listed since options will be selected at time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!!				<b>Discount (%)</b>		
131	Options	Discount (%) Off Optional Equipment	Discount (%) Off for all Optional Equipment	<u>6</u> %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
132	Program Vehicles	Discount (%) Off Program Vehicles (Lease and/or Pre-Owned)	Discount (%) Off for all Program Vehicles (Lease and/or Pre-Owned)	<u>3</u> %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
133	Third Party (not OEM) Options	Discount (%) Off Third Party (not OEM) Options	Discount (%) Off Third Party (not OEM) Options	<u>10</u> %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
134	Parts	Discount (%) Off Parts	Discount (%) Off Parts	<u>3</u> %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
135	Extended Warranty	Discount (%) Off Extended Service Maintenance Agreements	Discount (%) Off Extended Service Maintenance Agreements	<u>10</u> %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

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**Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options**

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Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand and Model	Options
<b>DELIVERY FEES AND LABOR RATE FOR REPAIR/SERVICE OF VEHICLES</b>						
136	Repair Labor	Hourly Labor Rate for: <b>Repair/Service of Vehicle</b>	<b>Hourly Labor Rate for Repair/Service of Vehicle</b> -- State the hourly labor rate for repair/service of Vehicle	\$ <u>70.00</u>		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
137	Delivery Fees	Per Mile Delivery Fee for Vehicles	<b>Per Mile Delivery Fee for Vehicles</b> -- State the per mile delivery fee for Vehicles	\$ <u>1.75</u> /mile		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

**PROPOSAL NOTE:**

1. \*All columns must be completed or response will not be considered.

*RS*



P.O. Box 400  
Austin, TX 78767-0400  
800.695.2919 | 512.467.0222 | Fax: 800.211.5454  
buyboard.com

November 6, 2014

**Sent via email to: rhyder.cowboyfleet@gmail.com**

Richard Hyder  
Silsbee Ford  
1211 US HWY 96 N  
Silsbee TX 77656

Re: Vehicles, Heavy Duty Trucks, & Options  
BuyBoard Contract 430-13

The Local Government Purchasing Cooperative (BuyBoard) awarded your company Vehicles, Heavy Duty Trucks, & Options, Proposal 430-13, effective December 1, 2014 through November 30, 2014, with two possible one-year renewals.

At this time, we are renewing your contract through November 30, 2015. All discounts, terms, and conditions of your proposal contract will remain the same.

If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at [connie.burkett@tasb.org](mailto:connie.burkett@tasb.org).

**Reminder**, once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal. Evaluations will be made annually, prior to the expiration date of the contract term, and the BuyBoard reserves the right to discontinue the vendor's contract at that time.

If you have questions or comments concerning this renewal, please contact me as soon as possible at [connie.burkett@tasb.org](mailto:connie.burkett@tasb.org). We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Connie W Burkett  
Contract Administrator



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.



P.O. Box 400  
Austin, TX 78767-0400  
800.695.2919 | 512.467.0222 | Fax: 800.211.5454  
buyboard.com

October 22, 2015

**Sent via Email to: rhyder.cowboyfleet@gmail.com**

Richard Hyder  
Silsbee Ford  
1211 US HWY 96 N  
Silsbee TX 77656

Re: Vehicles & Heavy Duty Trucks, Options, Parts, & Labor  
BuyBoard Contract 430-13

The contract that the Local Government Purchasing Cooperative (BuyBoard) awarded your company under the Vehicles & Heavy Duty Trucks, Options, Parts, & Labor Proposal, RFP 430-13, will expire November 30, 2015.

At this time, we are renewing your contract through November 30, 2016. This will be the final renewal of this contract.

All discounts, terms, and conditions of your proposal contract will remain the same. If you agree with the renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at [connie.burkett@tasb.org](mailto:connie.burkett@tasb.org).

**Reminder: The receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative.** Accepting orders directly from a member entity may result in a violation of the State of Texas competitive bid statutes, and could cause cancellation of this proposal award. Therefore, all orders must be processed through the Cooperative in order to comply with the contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email ([info@buyboard.com](mailto:info@buyboard.com)). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at [connie.burkett@tasb.org](mailto:connie.burkett@tasb.org). We appreciate your interest and participation in The Local Government Purchasing Cooperative.

Sincerely,

Connie W Burkett  
Contract Administrator



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100-560-5700

PR#108749

**PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #430-13**

**Vehicles and Heavy Duty Trucks**

**VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656**

End User: WILLIAMSON COUNTY

Prepared by: GLEN ANGELLE

Contact: RUSSELL TRAVIS

Phone: 409-880-9191 C- 800-646-2749 LINE

Email: \_\_\_\_\_

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2016 FORD INTERCEPTOR SUV

Date: May 18, 2016

A. Bid Series: \_\_\_\_\_

A. Base Price: \$ **24,158.00**

**B. Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
	PRE DRILLED FRONT HOUSING	\$ 165.00		EXT. BLACK	
	DR. SIDE SPOTLIGHT	\$ 345.00		SYNC ( HANDS FREE )	\$ 277.30
	AWD			WIRING GRILL/LAMP/SIREN	\$ 47.00
	POWER WINDOWS & LOCKS				
	CRUISE			RR DR. / LK INOP	\$ 32.90
	AM/FM/CD				
	POWER SEAT			CONFIG. AUDIO CTRLS/VOICE	\$ 145.70
	COUTESY DISABLE	\$ 18.80		REAR DR. HANDLES LOCKS INOP	\$ 32.90
	RR WINDOW DEL.	\$ 23.50		REVERSE SENSING SYSTEM	\$ 258.50
	REAR AIR	\$ 573.40			
	NOISE SUPPRESS	\$ 94.00			
<b>Total of B. Published Options:</b>					<b>\$ 2,014.00</b>

**C. Unpublished Options [Itemize each below, not to exceed 25%]**

\$= 0.0 %

Options	Bid Price	Options	Bid Price
<b>Total of C. Unpublished Options:</b>			<b>\$ -</b>

- D. Pre-delivery Inspection:
- E. Texas State Inspection:
- F. Manufacturer Destination/Delivery:
- G. Floor Plan Interest (for in-stock and/or equipped vehicles):
- H. Lot Insurance (for in-stock and/or equipped vehicles):
- I. Contract Price Adjustment: \_\_\_\_\_
- J. Additional Delivery Charge: 325 miles
- K. Subtotal:
- L. Quantity Ordered 2 x K =
- M. Trade in: \_\_\_\_\_
- N. BUYBOARD Administrative Fee (\$400 per purchase order)
- O. **TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE**

**Commissioners Court - Regular Session**

40.

**Meeting Date:** 06/28/2016

Approve Contract for Painting Service per TCPN Contract R5096 for Williamson County Parks

**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 contract for Painting Services at Williamson County Parks between TF Harper and Williamson County Parks per TCPN co-op contract R5096 for the total purchase price of \$58,858.00.

**Background**

Per the TCPN contract R5096 pricing quote from TF Harper, the price breakdown is as follows,

Williamson County Regional Park - \$39,883.00

Champion Park- \$18, 975.00

Total- \$58,858.00

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Contract and 1295 form](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Jewel Walker

Final Approval Date: 06/20/2016

**Reviewed By**

Wendy Coco

**Date**

06/20/2016 11:42 AM

Started On: 06/16/2016 02:39 PM

# 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.**  
TF Harper & Associates LP  
Austin, TX United States

Certificate Number:  
2016-64117

Date Filed:  
06/01/2016

**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:

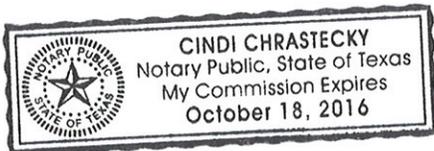
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
TCPN COOP #R5096  
Services Contract for Painting at Williamson County Regional Park & Champions Park

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Harper, Thomas F	Austin, TX 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.



*Tom Bonner*  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Tom Bonner, this the 1 day of June, 2016, to certify which, witness my hand and seal of office.

Cindi Chraस्थ्य                      Cindi Chraस्थ्य                      Notary Public Texas  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**SERVICES CONTRACT  
FOR PAINTING AT  
SOUTHWEST WILLIAMSON  
COUNTY REGIONAL PARK  
& CHAMPIONS PARK  
(TCPN CO-OP #R5096)**

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **T.F. Harper & Associates, L.P.** (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service

Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

**No Assignment:** Service Provider may not assign this contract.

IV.

**Compliance With All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

**Consideration and Compensation:** Service Provider will be compensated based on the attached Fee Proposal/Scope of Work, dated May 27, 2016, which is marked as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$58,858.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** 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.

VI.

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be

written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

<b>Type of Coverage</b>	<b>Limits of Liability</b>
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors

worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

## VII.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VIII.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service

Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the Fee Proposal with Scope of Work, dated May 27, 2016, which is incorporated herein as if copied in full.

**IX.**

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this agreement.

**X.**

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**XI.**

**Termination:** This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof.

**XII.**

**Venue and Applicable Law:** Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

**XIII.**

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

**XIV.**

**Severability:** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any

respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XV.**

**Right to Audit:** Service Provider agrees that The 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 Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

**XVI.**

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

WITNESS the signatures of all parties in duplicate originals this the \_\_\_\_ day of \_\_\_\_\_, 2016.

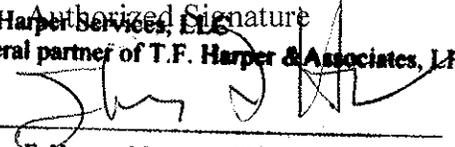
**WILLIAMSON COUNTY:**

**SERVICE PROVIDER:**

\_\_\_\_\_  
Authorized Signature

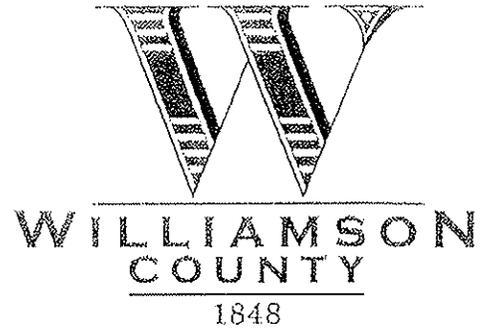
T.F. Harper & Associates, LP

\_\_\_\_\_  
By: ~~Harper Services, LLC~~  
general partner of T.F. Harper & Associates, LP

By:   
Thomas F. Harper, Manager of Harper Services, LLC  
in its capacity as general partner for T.F. Harper & Associates, LP



# Williamson County Parks and Recreation Department



## Contact:

Terry Roberts, 512-943-1925  
Larry Cates, 512-626-2194

Parks and Recreation  
Department

RE: Quote for the following items/areas to be painted.

**Quote for items to be painted:** Items will need to be pressure washed clean, primed, and painted. Epoxy paint on interior walls and floors to match existing colors already completed at the park. NOTE: The following items will not be painted: Exterior blocks or stone; the roll up doors/windows at concession's stand areas. Please quote each item separately (A and each numbered item, B and each numbered item, etc). See paint information noted below:

### Type of Paint:

Primer: Sherwin-Williams Pro Industrial Epoxy Sealer / Primer

Paint, interior walls: Sherwin-Williams Pro Industrial Epoxy Sand Stone

Paint, exterior frames: : Sherwin-Williams Pro Industrial Epoxy Sand Stone

Paint, floors: : Sherwin-Williams Pro Industrial Epoxy Floor Epoxy Paint Gray

**Prep work:** Prepare etch roof eave trim before painting. (some areas are peeling). Treat doors or metal frames that show signs of rust with recommended OSHPO treatment.

## A. Southwest Williamson County Regional Park

- 1) Main concession: paint exterior metal frames, eaves, outside pavilion area metal frames & covered area; paint interior concession's walls; storage area, and floors; paint doors – concession doors interior/exterior; storage doors interior/exterior.
- 2) Tennis Bathrooms & storage: metal frame over areas, paint the interior of storage room, and all doors to restroom - interior/exterior; storage doors interior/exterior.
- 3) Tennis Center: exterior metal frame; paint inside wall areas, and all doors - exterior/interior. *Roof only in Bathrooms Exterior only Tennis Center*
- 4) Softball concession area: paint exterior metal frames, eaves; paint interior concession's walls, storage area, and floors; paint doors – concession doors interior/exterior; storage doors interior/exterior; paint interior walls inside the storage area. *Bathrooms, Exterior only*

## B. Champion Park:

- 1) Bathrooms: interior walls, floors, and interior/exterior doors; outside wood frames; storage door-interior/exterior.

- 2) Pavilions: paint exterior metal frames, eaves, outside pavilion area metal frames & covered area.

WILLIAMSON COUNTY

512.943.1663 Pager 512.208.6222  
cwatson@wilco.org www.wilco.org  
710 South Main Street, Suite 201  
Georgetown, Texas 78626

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**SERVICES CONTRACT  
FOR PAINTING AT  
SOUTHWEST WILLIAMSON  
COUNTY REGIONAL PARK  
& CHAMPIONS PARK  
(TCPN CO-OP #R5096)**

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

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Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

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VI.

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be

written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

<b>Type of Coverage</b>	<b>Limits of Liability</b>
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury <i>(including death)</i>	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors

worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

## VII.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VIII.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service

Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the Fee Proposal with Scope of Work, dated May 27, 2016, which is incorporated herein as if copied in full.

**IX.**

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this agreement.

**X.**

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**XI.**

**Termination:** This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof.

**XII.**

**Venue and Applicable Law:** Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

**XIII.**

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

**XIV.**

**Severability:** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any

respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XV.**

**Right to Audit:** Service Provider agrees that The 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 Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

**XVI.**

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

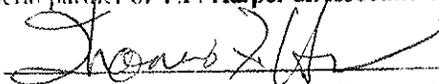
WITNESS the signatures of all parties in duplicate originals this the \_\_\_\_ day of \_\_\_\_\_, 2016.

**T F Harper & Associates, LP**

**WILLIAMSON COUNTY:**

**B. SERVICE PROVIDER:**  
general partner of T.F. Harper & Associates, LP

By:



Thomas F. Harper, Manager of Harper Services, LLC  
in its capacity as general partner for T.F. Harper & Associates, LP

\_\_\_\_\_  
Authorized Signature

**Commissioners Court - Regular Session**

41.

**Meeting Date:** 06/28/2016

Awarding Bid 1604-072 Medical Supplies For EMS

**Submitted For:** Max Bricka

**Submitted By:** Thomas Skiles, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on awarding bids received for Medical Supplies for Williamson County EMS, Bid # 1604-072 to the lowest and best bidders as noted on the award recommendation.

**Background**

This contract will be awarded to the lowest and best bidders for the contract term beginning July 1, 2016 through June 30, 2017 with 2 12-month renewal options.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[bid tab](#)

[recommendation](#)

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**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Thomas Skiles

Final Approval Date: 06/21/2016

**Reviewed By**

Kerstin Hancock

Wendy Coco

**Date**

06/21/2016 02:02 PM

06/21/2016 03:09 PM

Started On: 06/20/2016 10:57 AM

	DESCRIPTION OF PRODUCT	Angi	Bound Tree	Henry Schein	Life Assist	Midwest Medical	Moore Medical	Nashville Medical	Quadmed	Southeastern Emergency Medical	Southern Safety Sales
1	1 GALLON BIOHAZARD INFECTION WASTE BAGS; prefer 10 to 50 bags on a roll or in a bundle. Not more than 50 per package		0.078-3	\$0.0800	\$0.1300	0.0796-4	0.07-1			0.0755-2	
2	10 GALLON BIOHAZARD INFECTION WASTE BAGS; prefer 10 to 50 bags on a roll or in a bundle. Not more than 50 per package	\$0.1930	0.074-1	\$3.6900	\$0.1300	\$0.1323	0.08-2	0.109-4		0.103-3	
3	4 X 4 STERILE GAUZE	\$0.0074	\$0.6100	0.03-2	0.035-3	0.0228-1 hx	\$0.0400	0.039-4	\$0.0564	\$0.0537	
4	4" X 4" NON-STERILE SPONGES 8 PLY	\$0.0179	0.011-4	\$0.0200	\$0.0140	0.008-1	\$0.0200	0.0092-3	0.009-2	\$0.0126	
5	4-WAY STOPCOCK W/ SWIVEL MALE LUER LOCK		1.09-2	1.79-4	\$2.0000	0.69-1	1.59-3		\$2.5000		
6	ASSURE PRISM MULTI BLOOD GLUCOSE METER (ONLY)		0.00-2		30.00-4	0.00-1		7.99-3			
7	ASSURE PRISM BLOOD GLUCOSE TEST STRIPS (BOTTLES OF 50)		0.243-2		2.00-4	0.193-1		0.2598-3			
8	ASSURE PRISM MULTI CONTROL SOLUTION, L1 AND L2		10.78-2		15.00-4	9.09-1		11.09-3			
9	ACETAMINOPHEN , 500MG PER TABLET/CAPLET. LOOKING FOR 12 TO 24 COUNT BOTTLES.	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
10	ADENOCARD 6mg / 2ml (VIALS ONLY)		4.09-1	12.08-4	4.8-3		4.12-2				
11	AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 3 #8703030		\$22.0600	\$25.8500	19.8-1	20.25-2		18.95-4	\$25.1900	20.93-3	
12	AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 4 #8704030		\$22.0600	\$25.8500	19.8-1	20.25-2		18.95-4	\$25.1900	20.93-3	
13	AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 5 #8705030		\$22.0600	\$25.8500	19.8-1	20.25-2		18.95-4	\$25.1900	20.93-3	
14	AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 1 #8201030		\$15.5900	\$25.8500	13.2-1	13.4-2		18.95-4	\$17.6000	13.95-3	
15	AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 1.5 #8211030		\$15.5900	\$25.8500	13.2-1	13.4-2		18.95-4	\$17.6000	13.95-3	
16	AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 2 #8202030		\$15.5900	\$25.8500	13.2-1	13.4-2		18.95-4	\$17.6000	13.95-3	
17	AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 2.5 #8225030		\$15.5900	\$25.8500	13.2-1	13.4-2		18.95-4	\$17.6000	13.95-3	
	Purchase above 7 items from same vendor										
18	AFRIN NASAL SPRAY (OXYMETAZOLINE HYDROCHLORIDE 0.05%). LOOKING FOR 1/2 oz. BOTTLES		1.06-1	6.47-4	2.00-2		4.99-3				
19	ALBUTEROL 0.083 % UNIT DOSE (30-50 DOSES PER BOX)		0.124-1	0.64-4	0.22-3		0.16-2				
20	ALCOHOL PREP PADS @ 200 PER BOX		0.0066-1	\$0.0200	0.008-3	\$1.2900	\$0.0100	\$1.1900	0.008-4	0.0068-2	
21	AMIODARONE (or generic - bidder to specify which) 150MG / 3ML VIALS (w/ Benzyl Alcohol) IN DARK COLORED VIALS/BOTTLES TO PROTECT FROM LIGHT. NO AMPULES ACCEPTED		1.87-3	6.6-4	1.83-2		\$1.00-1				
22	ASPIRIN, ADULT LOW DOSE, 81mg; CHEWABLE TABLETS.		0.0205-3	\$0.0300	0.0222-4	0.0166-1	0.0194-2	\$1.2900	\$0.0275		

	DESCRIPTION OF PRODUCT	Angi	Bound Tree	Henry Schein	Life Assist	Midwest Medical	Moore Medical	Nashville Medical	Quadmed	Southeastern Emergency Medical	Southern Safety Sales
23	ATROPINE 1MG/10ML, PFS (NEEDLELESS)		10.37-2	Wrong Item	9.58-1		Wrong Price				
24	ATROPINE 1MG/1ML VIAL		Wrong Item	22.00-3	8.94-2		6.47-1				
25	ATROPINE 8MG/20ML MULTIDOSE VIAL		42.59-3	131.64-4	42.00-2		41.29-1				
26	ATROVENT (IPRATROPIUM BROMIDE) - BIDDER TO SPECIFY WHICH: 0.02 % IN 2.5 ML UNIT DOSE		0.1316-1	0.84-4	0.1983-2		0.22-3				
27	BACK BOARDS - PEDI IMMOBILIZATION DEVICE; W/ VELCRO ATTACHMENTS		69.99-1	\$181.4400	\$207.2000	113.35-2	\$280.0300	139.00-3	184.00-4		
28	BACK BOARDS - PEDI; PLASTIC W/O PINS. (Prefer a small version of an adult coffin board)		\$173.2400	\$232.5500	\$202.4200	166.00-4	111.03-2	79.00-1	123.00-3		
29	BACK BOARDS (PLASTIC) - ADULT - 72" L X (min.)16"W. W/ ADULT AND (MIN. OF 6) CHILD STRAPPING LOCATIONS. CONCAVE SHAPE PREFERRED. W/O SPEED CLIPS. W/ LARGE GLOVE COMPATIBLE HANDHOLDS. MINIMUM 3 ft. LIMITED USE POLYPROPYLENE WOVEN MATERIAL, W/ PLASTIC SIDE RELEASE BUCKLE.		116.49-2	136.71-3	156.00-4	\$165.0000			112.75-1		
30	BAG VALVE MASK, ADULT, O-TWO SMART BAG w/ TIMING LIGHT, PEEP VALVE w/adjustable range 0-20 cm H2O, and PEEP VALVE DIVERter: TO BE ASSEMBLED PRIOR TO SUBMIT		1.71-4	\$9.1500	\$2.0700	1.52-2	\$4.3000	1.39-1	1.52-3		
31	DISPOSABLE, INFANT, WITH O2 TUBING (LATEX FREE), AMPUL SUPPLY REQUIRED		9.97-3	12.08-4	8.55-2	\$13.5800	\$12.5400		\$17.0200	\$12.7300	8.20-1
32	BAG VALVE MASK, CHILD: O-TWO SMART BAG w/ TIMING LIGHT:		DNMS	33.01-3	23.4166-1	23.73-2		DNMS	DNMS		
33	CPR VENTILATION TIMING LIGHT: (O-TWO MEDICAL): ADULT AND CHILD VERSIONS.		DNMS	15.19-1	21.9166-3	25.33-4		DNMS	20.2417-2		
34	BAND-AID BRAND ADHESIVE BANDAGES ; 3/4 X 3" FLEXIBLE FABRIC W/ NON-STICK PAD. (30 to 50 per box)		3.76-4	2.70-1	3.55-3	A=3.67 C=4.04			2.965-2		
35	BED PANS, FRACTURE STYLE		0.018-3	\$0.0500	\$0.0550	0.0125-2	0.04-4	0.0119-1	\$3.2460	\$0.0496	
36	BENADRYL (DIPHENHYDRAMINE) 50 MG / 1ML VIALS		0.89-4	\$1.0700	0.85-3	0.68-1	\$0.9700		\$1.0100	0.78-2	
37	BENADRYL TABLETS, 25MG PER TABLET. LOOKING FOR 12 TO 24 COUNT BOTTLES	NBA	1.03-2	3.28-4	1.07-3		0.86-1				
38	BENADRYL LIQUID: 12.5MG/5ML. LOOKING FOR 30 TO 60CC BOTTLES.	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
39	Betadine Solution (10% Povidone Iodine) 1/2oz BOTTLES ONLY		\$2.3900	1.38-2	1.9166-4	1.47-3	1.36-1				
40	BLANKETS - DISPOSABLE POLYESTER; COT, 60" X 90" APPROX. SIZE: ORANGE (Send Sample)		DNMS	6.17-3	4.95-1				5.08-2		
41	BLANKETS - DISPOSABLE, YELLOW. Approximate 50" X 84" size. (Send sample) GRAHAM MEDICAL #53382 VisiBlanket PREFERRED		3.181-4	\$3.7000	2.80-3	2.62-2	\$4.4800	1.19 rejected-delivery times	1.62-1		
42	BLOOD COLLECTION TUBES, (PLASTIC TUBES ONLY) - RED TOP, 5 ML DRAW GLASS TUBES WILL NOT BE ACCEPTED!		0.208-4	0.19-3	0.18-2	0.174-1		UTI	\$2.3600		

	DESCRIPTION OF PRODUCT	Angi	Bound Tree	Henry Schein	Life Assist	Midwest Medical	Moore Medical	Nashville Medical	Quadmed	Southeastern Emergency Medical	Southern Safety Sales
44	BLOOD PRESSURE CUFF, ADULT: MABIS style		\$23.5100	6.51-4	5.06-2	4.84-1		Rejected-Hx quality	5.75-3	\$18.5900	
45	BLOOD PRESSURE CUFF, ADULT: NON-LATEX		4.94-2	\$6.0800	5.06-3	4.84-1	\$10.0600	Rejected-Hx quality	5.75-4	\$5.7600	
46	BLOOD PRESSURE CUFF, CHILD: MABIS style		4.84-2	7.45-4	\$7.8400	4.84-1	\$10.0600	Rejected-Hx quality	7.20-3	\$20.1300	
47	BLOOD PRESSURE CUFF, INFANT: MABIS Style		4.84-2	\$9.7100	7.15-4	4.84-1	\$10.0600	Rejected-Hx quality	6.90-3	\$20.1300	
48	BLOOD PRESSURE CUFF, LARGE ADULT: MABIS Style		6.03-2	8.28-4	\$9.6300	4.99-1	\$13.1200	Rejected-Hx quality	6.90-3	\$21.1600	
49	BLOOD PRESSURE CUFF, THIGH: MABIS Style		6.54-2	\$11.6400	9.41-4	5.33-1	\$23.6000	Rejected-Hx quality	6.90-3	\$28.9100	
50	BULB SYRINGE 2 OZ., STERILE IN SEALED PACKAGE. FOR NASAL AND ORAL ASPERATION IN NEWBORNS AND INFANTS		.51-2	\$0.9300	\$0.7900	0.69-4	\$0.8100	0.39-1	0.700 ?	0.65-3	
51	CALCIUM CHLORIDE 10%, 1gm/10ml VIAL SINGLE DOSE UNIT		11.19-3	13.00-4	9.23-1		9.88-2				
52	CAVI WIPES, DISINFECTANT WIPES: TUB (13-5100)		.0493-3	0.05-4	\$0.0560	0.475-2	\$0.1307		\$0.0561	0.0453-1	
53	CHILD TRANSPORT SEAT, "FERNO PEDI MATE"		252.44-3	228.69-1	250.10-2	\$285.4600	280.03-4	DNMS	\$295.3300		
54	CID - MULTI GRIP, ROUND, DISPOSABLE - ADULT SIZE		\$4.3500	3.87-1	4.06-3	\$4.3900	4.00-2		\$4.4000	4.12-4	
55	CONFORMING ROLLER BANDAGE - STERILE 4" X 75"; individual wrapped		\$0.6320	0.17-1	\$0.2600	\$0.2300	\$0.5700	0.18-2	0.225-3	0.2275-4	
56	CYANIDE ANTIDOTE KIT (such as CYANOKIT): HYDROXOCOBALAMINE BASED KIT		924.00-3	3004.12-4	825.83-1		883.24-2				
57	3-set O2-RESQ™ SYSTEM. Includes Adult-Medium sized BiTrac ED™ Mask, 72" Corrugated Anti-Asphyxia Circuit hose. 3-set Peep Valve 5.0, 7.5, 10.0 cm/h20 Valve and fixed flow generator (fixed flow Venturi device, Built in filter) Disposable, Latex free. Single Use. Pulmodyne Part Number 313-7056EA.		38.00-2		32.68-1		45.91-3		53.60-4		
58	Patient Mask. Size: Adult-Large. BiTrac ED™ Mask. For use with Pulmodyne CPAP system. Multi-positioning; OmniClip™ with Silicone Forehead Pad. Head Strap -Attachment Clip to Mask. Disposable, Latex free. Single Use. Pulmodyne Part Number 313-7030EA.		18.50-2		16.95-1		25.09-3		34.61-4		
59	Patient Mask. Size: Adult-Small BiTrac ED™ Mask. For use with Pulmodyne CPAP system. Multi-positioning; OmniClip™ with Silicone Forehead Pad. Head Strap - Attachment Clip to Mask. Disposable, Latex free. Single Use. Pulmodyne Part Number 313-7028EA.		18.50-2		16.95-1		25.84-3		34.61-4		
60	DEXTROSE 25 GM/50 ML; PFS @ 10 to a Pack. (NEEDLELESS)		10.85-3	23.84-4	6.82-1		8.15-2				
61	DEXTROSE 10%, 10 GM PER 100ML, in 250ML BAGS		2.15-2	7.80-4	3.29-3		2.00-1				
62	DILTIAZEM 25MG/5ML REFRIGERATED VIALS		2.29-1	18.43-3	3.30-2						

	DESCRIPTION OF PRODUCT	Angi	Bound Tree	Henry Schein	Life Assist	Midwest Medical	Moore Medical	Nashville Medical	Quadmed	Southeastern Emergency Medical	Southern Safety Sales
63	DISPENSING PIN, MICRO PIN, FOR WITHDRAWAL OR INJECTION OF MEDICATION FROM RUBBER-STOPPED VIALS. LUER LOCK CONNECTOR. LATEX FREE. 1.5 INCH x 1/16 INCH. WITH Z		0.29-4	0.27-2 HX	\$0.3500	0.2636-1	0.27-3				
64	CANNULAS IN ONE UNIT, STEEL CANNULA FOR SYRINGE FILLING & PLASTIC BLUNT CANNULA DISPOSABLE SYRINGE (EMESIS) BAG, MEDLINE INDUSTRIES # NON70600 @ 25 per package NON LATEX. NO SUBSTITUTIONS.	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
65	DROPERIDOL 5MG/2ML VIALS		.331-2		0.36-3	0.40-4	0.25-1	\$0.4200	\$0.5800		
66	DRUG CASE, PELICAN #1350 HARD SIDED, INCLUDING CLEAR POCKETS W/ MULTI POCKET ELASTIC POUCHES ATTACHED TO LID TO STORE CONTENTS. SIZE - 20.5" H x 16.75" W x 9.5" D		247.86-3	169.59-1	225.00-2	257.40-4	\$327.0500		\$261.4100		
67	EASY CAP EtCO2 DETECTOR, ADULT		\$9.2900	8.76-2	8.78-3	8.83-4	\$8.9400		7.34-1	\$9.2400	
69	ECG ELECTRODES, PEDI, 10/PKG. AMBU BLUE SENSOR SP (REF: SP-00-S/10) (Non-Latex)		0.205-2	0.28-4	0.25-3	\$0.3050	\$0.3040		\$0.3000	\$0.2920	0.20-1
70	EMERGENCY BANDAGE, MILITARY STYLE "ISRALIE": 4 INCH (GREEN PACKAGING)		4.97-3	4.53-1	4.76-2	\$5.7900	5.28-4		\$5.6900	\$5.6000	
71	EMESIS WASH BASINS, DISPOSABLE, LARGE "7 1/4 QUART" (NOT THE 500/700 CC BASINS)		DNMS	DNMS		0.47-1	0.55-2		0.69-3		
72	EMS SHEARS with SAFETY BANDAGE TIP 7 1/2" (no shorter)		0.79-4	\$0.8700	\$0.9100	0.69-2	\$0.8200	0.64-1	0.72-3	\$1.1200	
73	EPINEPHRINE 1:10,000 1MG/10ML; PFS @ 10 to a Package. (NEEDLELESS)		5.88-2 Hx	36.57-4	4.94-1		5.88-3				
74	EPINEPHRINE 1:1000 1MG/1ML VIAL ONLY, AMPULES NOT ACCEPTED.		DNMS		3.71-1		29.41-2				
75	ET TUBE INTRODUCER, FLEXIBLE TUBING THAT WILL REMAIN IN DESIRED SHAPE WHILE BEING USED. 15fr. DIAMETER With BEND APPROX. 2CM FROM END AND MARKINGS TO INDICATE		4.19-3	4.61-4	\$7.8200	3.11-2	\$7.5600	2.79-1	\$6.1500		
76	ET TUBE INTRODUCER: FLEXIBLE TUBING THAT WILL REMAIN IN DESIRED SHAPE WHILE BEING USED. 10fr. DIAMETER With BEND APPROX. 2CM FROM END AND MARKINGS TO INDICATE		4.83-4	4.61-3	\$7.8200	3.11-2	\$7.5600	2.79-1	\$6.1500		
77	ET TUBE RESTRAINT, ADULT, (THOMAS BRAND STYLE) (NO SUBSTITUTES)		2.71 ?	2.59-2	2.42-1	2.62-4	2.61-3	DNMS	\$3.4900	\$3.4700	
78	ET TUBE; CUFFED, SIZES - 6.0, 7.5, & 8.0mm (LATEX FREE)		0.71-1	\$0.9400	0.79-4	0.77-3	\$0.9200	0.72-2	\$0.9000		
79	ET TUBE; UNCUFFED, SIZE RANGES - 3.0,3.5,4.0,4.5,5.0 & 5.5mm (LATEX FREE)		0.51-1	\$0.8900	0.74-4	0.55-3	\$0.8100	0.53-2	\$0.7500		
80	EXTRICATION COLLAR, 2 PIECE FOR INFANT/PEDIATRIC PATIENTS (UNDER 20KG) NOT STANDARD "PHILLY" COLLARS		6.97-1	16.83-4			10.67-3		7.63-2		
81	EXTRICATION CERVICAL COLLAR, HARD PLASTIC; ADJUSTABLE: INFANT AND PEDI. (AMBU: PEREIT ACE)		4.25-3	4.92-4	4.20-2	\$5.5500	\$5.2200		5.89 ?	\$5.1800	3.75-1
82	EXTRICATION CERVICAL COLLAR, HARD PLASTIC; 16 SIZE - ADJUSTABLE: ADULT (AMBU: PEREIT ACE)		4.25-3	4.92-4	4.20-2	\$5.5500	\$5.2200		5.39 ?	\$5.1800	3.75-1
83	FENTANYL: 0.05MG/ML IN 2ML vials (total 100mcg. per vials)		1.746-1	4.56-3	2.28-2						
84	FERNO TRAUMA A/W Mgmt. BAGS. Red		204.61-1	Wrong Item	248.92-4	229.00-3			225.29-2		

Bidder's Name: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

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

	DESCRIPTION OF PRODUCT	Angi	Bound Tree	Henry Schein	Life Assist	Midwest Medical	Moore Medical	Nashville Medical	Quadmed	Southeastern Emergency Medical	Southern Safety Sales
85	FERNO CODE 1 PEDI Bag w/ pouches, RED								184.5-1		
86	GLOVES, POWDER FREE-CHLOROPRENE, NEOPRO EC: SIZES: X-TRA SMALL THRU XX-TRA LARGE (Must be MICROFLEX Brand, no substitution allowed)		0.1356-1	0.19-3	0.15-2	\$0.2024	\$0.2000		\$0.2198	0.1956-4	
87	GLOVES, POWDER FREE NITRILE EXAM GLOVES APEX PRO by DIGITCARE (ONLY). MUST MEET NFPA 1999 (2013 EDITION). SIZES: X-TRA SMALL THRU XX-TRA LARGE		0.1092-1	\$0.1300	.115-4	\$0.1156			0.1097-2	0.1129-3	
88	GLOUCAGEN (GLOUCAGON) AS A BOXED SET W/ 1 MG VIAL (POWDER) AND 1ML VIAL STERILE WATER FOR RECONSTITUTION (REDEORD LABS)		219.75-3	686.65-4	185.33-1		201.88-2				
89	HALDOL (HALOPERIDOL); 5MG/ML IN 1 ML VIALS (VIALS ONLY)		3.47-2	82.57-4	2.60-1		7.05-3				
90	HALO CHEST SEALS (2 PACK)		10.98-4	8.14-2	8.64-3		6.74-1				
91	HAND SANITIZER, ANTISEPTIC TOWELETTES W/ 0.5% CHLOROXYLENOL (VIONEX, by METREX ONLY) product # 10-1510, NO SUBSTITUTIONS		\$0.1998	0.16-1 Hx	0.174-4	0.1692-3	0.16-2		\$0.1900		
92	HAND SANITIZER, PURELL INSTANT LIQUID (with Moisturizer) by GOJO, IN 2 OZ. BOTTLES ONLY (not 1 oz.) NO SUBSTITUTIONS		1.80-4	1.44-3	\$3.1000	1.42-1 Hx	1.42-2		\$2.0800		
93	HUBER NEEDLE, SUKRECAN SAFETY W/ PASSIVE SAFETY CLIP: 20 Ga. X 1 in. (REF. NUMBER 471745) IN 5 BRANCH, NO SUBSTITUTIONS		5.12-3		5.05-2	4.76-1					
94	I.V. ADMIN. SET 60 GTT W/ 1 ULTRASITE INJECTION SITE, AND SPIN-LOCK CONNECTOR. approx. 80-100" LENGTH (Latex Free)		1.89-4	\$2.1200	1.67-1 Hx	1.67-2	\$4.2300	1.69-3	\$2.2000		
95	I.V. ADMIN. SET 60 GTT W/ 1 ULTRASITE INJECTION SITE (Latex Free)		2.05-4	\$4.2400	1.45-1	1.76-2	\$2.5200	1.11 rejected-delivery time	1.90-3		
96	I.V. CATHETER: 14ga X 5.25"; SUBCLAVIAN/PARICARDIOCENTESIS NEEDLE		\$16.3400	15.01-3	\$20.5000	15.41-4		13.90-2	7.78-1		
97	I.V. CATHETER 14 GA X 1.25"; PROTECTIV (by CRITIKON)		\$1.7400	\$1.5800	1.50-3	1.4888-2	\$1.7000	\$1.5498	1.435-1	1.5348-4	
98	I.V. CATHETER 16 GA X 1.25"; PROTECTIV (by CRITIKON)		\$1.7400	1.44-2	1.50-4	1.4888-3	\$1.7000	\$1.5498	1.435-1	\$1.5348	
99	I.V. CATHETER 18 GA X 1.25"; PROTECTIV (by CRITIKON)		\$1.7400	1.44-2	1.50-4	1.4888-3	\$1.7000	\$1.5498	1.435-1	\$1.5348	
100	I.V. CATHETER 20 GA X 1.25"; PROTECTIV (by CRITIKON)		\$1.7400	1.44-2	1.50-4	1.4888-3	\$1.7000	\$1.5498	1.435-1	\$1.5348	
101	I.V. CATHETER 22 GA X 1.00"; PROTECTIV (by CRITIKON)		\$1.7400	1.44-2	1.50-4	1.4888-3	\$1.7000	\$1.5498	1.435-1	\$1.5348	
102	I.V. CATHETER 24 GA X .75"; PROTECTIV (by CRITIKON)		\$1.7400	1.44-2	1.50-4	1.4888-3	\$1.7000	\$1.5498	1.435-1	\$1.5348	
103	I.V. CATHETER, CURAPLEX CLEARSAFE COMFORT: SIZES FROM 14ga. THRU 24ga.		1.34-1	1.36-2	1.45-3	1.57-4					
104	I.V. INJECTION SITE TUBING, with REMOVEABLE ULTRASITE INJECTION SITE; 7"-10" LENGTH; LARGE BORE (PREFERRED: ICU MEDICAL B9900-297) (Latex Free)		1.29 - 2	3.12 - 3	DNMS	1.28 - 1		DNMS			
105	I.V. PRESSURE INFUSER BAG W/ GAUGE, DISPOSABLE: for 1000cc Bags. (Not any type of Blood Pressure cuff)		\$15.8800	10.81-3	13.70-4	7.67-1	\$14.2100	DNMS	7.99-2		

	DESCRIPTION OF PRODUCT	Angi	Bound Tree	Henry Schein	Life Assist	Midwest Medical	Moore Medical	Nashville Medical	Quadmed	Southeastern Emergency Medical	Southern Safety Sales
106	INFECTION ISOLATION KIT, ONE-SIZE WITH LONG SLEEVED PERSONAL PROTECTIVE GOWN, N-95 TYPE MASK (universal size), HEAD BOUFFANT, GLOVE COVERS, AND INFECTIOUS WASTE BAG IN		\$5.2900	\$4.4500	\$3.9200	3.40-2	3.13-1	3.89-3	3.99-4		
107	INSTANT GLUCOSE 15 GRAMS (TUBE ONLY, NO TEAR OPEN POUCHES)		Wrong Item	3.49-3	3.42-2		Wrong Item		3.34-1		
108	INSTANT ICE PACKS 6" X 9" (approximate therapeutic time - 20min)		DNMS	0.27-1	\$0.5200	0.39-2	0.43-4	\$0.5900	0.4021-3		
109	KETAMINE: 500MG/10ML VIALS		4.241-1	13.40-3	12.00-2						
110	KING VISION VIDEO CHANNELED BLADES, # 3 (Ref. KVL03C)		27.10-2	\$33.0400	27.00-1				28.68-4	27.32-3	
111	KING VISION REUSABLE DISPLAY (KVISO1)		1119.00-3	\$1,653.2600	1040.25-1				1229.00-4	1111.11-2	
112	K Y JELLY .09 OZ FOIL PACK		\$0.0630	\$0.0700	0.05-4	0.0393-2	0.03-1		0.0417-3		
113	KENDRICK EXTRICATION DEVICE, such as FERNO MODEL 125		52.15-2	\$92.4800	57.00-4	53.69-3	\$111.9700	51.89-1	\$57.5000		
114	LANCETS - SINGLE USE WITH AUTOMATIC SPRING LOADED LANCET RETRACTION AFTER USE (Surgilance One-Step safety lancet SLN 240100 (ORANGE)) - NO SUBSTITUTIONS		.1299 ?	\$0.1000	0.10-4 Hx	0.0909-2	0.09-1	\$0.1195	0.0999-3		
115	LARYNGOSCOPE BLADES, EQUIPLITE DISPOSABLE STAINLESS STEEL BLADE W/LED: MILLER SIZE 2, MAC SIZE 3. COMPATABLE WITH CONVENTIONAL HANDLES		3.99-1	\$7.1100	5.93-4	4.27-2		5.79-3	\$7.3900	\$6.0200	
116	LARYNGOSCOPE HANDLE, RUSCH, LARGE (CONVENTIONAL)	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
117	LARYNGOSCOPE HANDLE, RUSCH, SMALL (CONVENTIONAL)	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
118	LIDOCAINE (XYLOCAINE - Bidder to specify which) 2% 100MG/5ML; PFS (NEEDLELESS)		3.75-2	10.16-4	2.86-1		4.41-3				
119	LUCAS 2: MANUAL CPR DEVICE, SUCTION CUPS (PHYSIO CONTROL BRAND #11576-000047 ONLY)		34.60-2	33.19-1	35.95-4		35.69-3		\$38.2767		
120	LUCAS 2: PATIENT STRAP - 3 PACK (#11576-000051)		73.18-1		77.96-3		77.95-2		82.7767-4		
121	LUCAS 2 STABILIZATION STRAP (4 PACK) (#11576-000037)			71.35-2	77.28-3		68.61-1		81.8725-4		
122	"M.A.D." INTRANASAL DEVICE WITHOUT SYRINGE (DEVICE ONLY)		\$5.0900	4.12-1	\$5.8700	4.59-2	4.60-3	UTI	\$5.0900	4.80-4	
123	MAGILL FORCEPS, ADULT		\$3.4900	3.37-3	\$3.4500	\$4.0600	3.28-2	2.89-1	\$3.5800	3.44-4	
124	MAGILL FORCEPS, PEDI		2.94-2	3.37-4	\$3.4500	\$3.7200	3.00-3	2.49-1	\$3.5800	\$3.4400	
125	MAGNESIUM SULFATE, 1 GM VIALS		1.79-2	Wrong Item	2.36-3		1.62-1				
126	MALE URINAL, PLASTIC		0.49-3 Hx	0.43-2	\$0.5600	0.35-1	0.49-4		\$0.6000	\$0.5100	
127	METHYLPREDNISOLONE (SOLUMEDROL) 125 mg/2 ML ACT-O-VIAL WITH STERILE WATER DILUENT (SEAL CONTAINED UNIT)		8.94-2	15.36-4	9.04-3		8.51-1				

	DESCRIPTION OF PRODUCT	Angi	Bound Tree	Henry Schein	Life Assist	Midwest Medical	Moore Medical	Nashville Medical	Quadmed	Southeastern Emergency Medical	Southern Safety Sales
128	MULTI TRAUMA DRESSING 10" X 30"		0.76-4	\$1.4400	\$0.7800	0.73-3	0.35-1	0.62-2	\$0.8900	\$1.1500	
129	N95 COMPLIANT FACE MASK, MEDIUM: that meets or exceeds CDC and NIOSH requirements for Tuberculosis protection.	\$0.8950	\$0.8930	\$0.8800	0.81-3	0.57-2	0.876-4	0.49-1	\$0.9815		
130	NAIL POLISH REMOVER PACKS		\$0.0369	\$0.0400	0.036-4	0.0352-3	0.03-1		\$0.0400	0.0349-2	
131	NALOXONE (NARCAN - Bidder to specify which) 2MG/2ML; PFS (NEEDLELESS)		34.38-1	55.02-4	35.00-2		36.76-3				
132	NASAL CANNULA, ADULT, CURVED TIP (LATEX FREE)		\$0.2700	0.19-1	0.25-3 Hx	0.25-4	\$0.2700	0.245-2	\$0.2900	\$0.2600	
133	NASOPHARYNGEAL AIRWAYS, SIZE RANGES - #14, 18, 20, 22, 24, 26, 30, 32, & 36 (non sterile, w/o expiration dates) POLISH BRAND #s 123114 THRU 123118		1.28-1	\$2.3300	1.57-3 Hx	1.57-4	\$2.0000	1.39-2		\$2.1000	
134	NEBULIZER 90 DEGREE CONNECTOR: WITH 22MM ID / 22MM OD ENDS.		0.39-1	0.50-3		0.50-2 Hx					
135	NEBULIZER STRAIGHT CONNECTOR: MUST HAVE 22MM FEMALE/15MM FEMALE ENDS		0.29-1	\$1.0500	0.78-4	0.45-2 Hx			0.45-3		
136	NEBULIZER: INDIVIDUAL WRAPPED ITEM. MUST BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES.		3.95 -2		DNMS	0.82-1		UTI			
137	NEBULIZER T CONNECTOR: WITH (1) - 22MM ID END and (2) - 22MM OD ENDS. (INTERSURGICAL # 10826000)		DNMS		0.96-4	0.86-1			DNMS		
138	NEBULIZER W/ MASK - CHILD SIZE TEE PIECE ENDS MUST HAVE CONNECTORS OF 22MM OD AND 22MM ID. NEEDS TO BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES. (Latex Free)		\$1.2800	\$2.0500	\$1.5100	2.02-1	\$1.6000	\$0.6900	\$0.8900		
139	NEBULIZER W/ MASK - ADULT SIZE TEE PIECE ENDS MUST HAVE CONNECTORS OF 22MM OD AND 22MM ID. NEEDS TO BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES. (Latex Free)		\$0.8100	\$0.9500	1.03 (6 ml)	2.54-1	\$1.4200	\$0.6900	\$0.8700		
	Above two items chosen to purchase from same vendor based on proven history and exact material with bigger canister										
140	NEBULIZER, INLINE KIT: WITH 4-6 FOOT SUPPLY TUBING, AND TEE CONNECTOR. TEE CONNECTOR ENDS MUST HAVE CONNECTORS OF 22MM OD AND 22MM ID. NEEDS TO BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES.	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
141	NEBULIZER: SUPERSET CATHETER MOUNT W/ DOUBLE SWIVEL ELBOW AND PORT (INTERSURGICAL # 3509031)		2.39-2		2.50-3	2.32-1					
142	NEEDLE, 21ga. X 1.5"; LUER LOCK, W/ BU SAFETYGLYDE OR KENDALL MONOJECT MAGELLAN PROTECTED POINT SAFETY NEEDLE		\$0.3040	Wrong Brand	DNMS	0.224-1	0.28-3		0.2902-4		0.23-2

	DESCRIPTION OF PRODUCT	Angi	Bound Tree	Henry Schein	Life Assist	Midwest Medical	Moore Medical	Nashville Medical	Quadmed	Southeastern Emergency Medical	Southern Safety Sales
143	NEEDLE, 25ga. X 5/8" LUER LOCK, W/BD SAFETYGLYDE OR KENDALL MONOJECT MAGELLAN PROTECTED POINT SAFETY NEEDLE		\$0.2380	Wrong Brand	DNMS	0.224-1	0.28-3		0.2902-4		0.23-2
144	NEOTECH MECONIUM ASPIRATOR, DISPOSABLE (CAT# N0101)		\$4.7200	3.87-2	\$4.1000	4.00-4	3.89-3		3.75-1	\$4.0700	
145	NITRO -BID FOILPAKS: NDC 0168-0326-08		2.50-3	8.02-4	2.30-1		2.36-2				
146	NITRO TABLETS, 0.4mg @ 25 per bottle. EACH BOTTLE TO BE INDIVIDUALLY PACKAGED SO AS TO BE IDENTIFIED WHEN OPENED		1.198-2	3.86-4	1.09-1		1.24-3				
147	NON REBREATHER MASK (TOTAL) ADULT, WITH RESERVOIR & TUBING (LATEX FREE)	\$1.4300	0.64-1	0.67-3	.66 partial	0.66-2	0.44 partial	0.63 rejected delivery time	0.72-4	\$0.9500	
148	NON REBREATHER MASK, PEDI; WITH RESERVOIR AND TUBING (LATEX FREE)	\$1.4300	0.64-1	\$1.0900	0.82-4 Hx	0.67-2	0.72-3	0.63 rejected delivery time	\$0.8200	\$0.9800	
149	NOREPINEPHRINE 0.1%: 4MG/4ML (VIALS ONLY, NO AMPULES ACCEPTED)		DNMS	DNMS	22.75-3		22.31-1				
150	NORMAL SALINE, 0.9%: PREFILLED SYRINGE. 10ML VOLUME IN 10ML SYRINGE (LUER LOCK)		0.37-2	\$1.7900	\$0.5900	0.3729-3	0.46-4				0.30-1
151	NORMAL SALINE, 100 CC BAGS		2.04-2	\$8.2000	3.28-4	2.31-3	1.70-1				
152	NORMAL SALINE, 500 CC BAGS		2.49-2	\$13.1200	5.90-4	3.07-3	2.06-1				
153	NORMAL SALINE, 1000 CC BAGS		2.13-2	\$13.1200	5.90-4	2.83-3	2.12-1				
154	BOX KIT, W/ SEALED POUCH AND CARDBOARD BOX CONTAINER. MORRISON MEDICAL PRODUCTS (stock # 0964ML) ONLY. NO		8.99-2	8.17-1	\$24.0000	19.63-4			12.99-3		
155	ORAL PHARYNGEAL AIRWAYS - SIZE RANGES: 50,60,70, 80,& 100 mm (Latex Free)		0.128-1	0.14-3	0.14-2 Hx	0.15-4	\$0.2200	0.14 rejected delivery time	\$0.1700		
156	OXYGEN: "D" CYLINDER WRENCH, SMALL, ALUMINUM ONLY (NOT PLASTIC)		1.26-1	1.85-4	1.54-2	\$2.7000	\$1.9300	\$1.9900	1.59-3		
157	OXYGEN: "K" CYLINDER REGULATOR WRENCH, ALUMINUM, (w/ slotted mounting holes)		4.58-2	Wrong Item	3.77-1			UTL			
158	OXYGEN: CYLINDER SLEEVE, SOFT BAG, WITH VELCRO ATTACHMENTS TO FIT "D" CYL.		15.98-2	\$32.4900			10.90-1	19.95-3	23.24-4		
159	OXYGEN: PRECISION FLOW CONTROL VALVE/ FIXED FLOW RATE SETTINGS; (0-25 LPM) with PREATTACHED MALE QUICK CONNECT FITTING W/ 1/8" MALE PIPE FOR AMBULANCE WALL		44.71-3	45.60-4	\$49.6100	\$49.3200	\$96.9100	29.95-1	32.98-2		
160	OXYGEN: FLOW METER; REPLACEMENT OXYGEN TREE - PLASTIC		0.30-1	\$1.0500	0.39-3 Hx	0.39-4	\$0.5400	0.34-2	\$0.3900		
161	OXYGEN, PRESSURE REGULATOR FOR "D" SIZE TANK, 0-25 LPM CONSTANT FLOW - STANDARD BARB; W/ 1 STANDARD DISS OUTLET WITH CHECK VALVE, BRASS CORE FOR REDUCED WEIGHT; WITH PROTECTED CONTENTS GUAGE		41.98-3	\$164.9400	43.20-4	29.24-1	\$107.9700	DNMS-UTI	32.98-2		
162	OXYGEN: PRESSURE REGULATOR, HIGH FLOW W/1 STANDARD DISS OUTLET WITH CHECK VALVE; FOR "K" - SIZE OXYGEN TANKS ON		72.49-1	164.94-3	77.40-2			DNMS-UTI			
163	OXYGEN: SUPPLY TUBING, UNIVERSAL (APPROX. 7 feet length)		0.23-1	0.28-3	0.32-4	0.24-2	\$0.3400	0.23 rejected delivery time	\$0.4000		
164	PATIENT RESTRAINTS LEG, POSEY 2791Q		28.46-3	25.03-1	29.95-4	27.88-2	Wrong Item		\$35.9900	\$35.5400	

	DESCRIPTION OF PRODUCT	Angi	Bound Tree	Henry Schein	Life Assist	Midwest Medical	Moore Medical	Nashville Medical	Quadmed	Southeastern Emergency Medical	Southern Safety Sales
165	PATIENT RESTRAINTS WRIST, POSEY 2790Q		28.46-3	25.03-1	29.95-4	27.88-2	Wrong Item		\$35.9900	\$35.5400	
166	PARA SHIELD FACE SHIELD WITH MASK		4.12-4	1.06-3		0.50-1			0.96-2		
167	PEEP, DISPOSABLE VALVE WITH INTEGRAL FILTER: 30MM FEMALE FITTING & ADJUSTABLE RANGE 0-20 cm H2O @ 12 PER BOX (Allied HCP)		4.58-4	\$4.5900	3.25-2	\$4.6800	4.29-3	\$5.2500			2.85-1
168	PEEP DISPOSABLE DIVERTER, to fit O-TWO Medical SMART O2 Bag (O-TWO# 17MP7020-cs)		\$16.4250	1.40-3	\$2.5200	1.91-4		1.25-2	1.012-1		
169	PENLIGHT, DISPOSABLE:W/ POCKET CLIP AND WHITE LIGHT.		0.61-4	\$0.9200	\$0.6900	0.54-2	0.58-3	0.53-1	\$0.7500	\$0.6800	
170	PHILIPS ECG MONITORING ELECTRODES, M2202A		0.28-2	\$0.3100	0.30-4		0.29-3		\$0.3374	0.2697-1	
171	PHILIPS EtCO2 ADULT SENSOR, NON-INTUBATED, M2526A		8.23-1	13.79-3	\$15.3600		14.49-4			13.64-2	
172	PHILIPS EtCO2 PEDI SENSOR, NON INTUBATED; M2524A		9.38-1	9.73-2	\$15.3600		14.49-4			13.50-3	
173	PHILIPS EtCO2 SENSOR, ADULT/PEDI INTUBATED; M1920		7.69-1	10.51-4	\$13.8500		10.07-3			9.48-2	
174	PHILIPS EtCO2 SENSOR, NEONATE/INFANT INTUBATED M1923		12.24-1	16.84-2	\$27.6900		20.15-4			18.78-3	
175	PHILIPS MRX; EXTERNAL MULTIFUNCTION CABLES; PLUG STYLE W/ Q-CPR		112.14-1	DNMS	113.40-2					125.58-3	
176	PHILIPS MRX; Q-CPR COMPRESSION SENSOR (SECOND GENERATION).		DNMS		756.00-1				NOT CORRECT PART	847.06-2	
177	PHILIPS MRX; Q-CPR REPLACEMENT ADHESIVE PADS		3.775-1	3.87-3	3.78-2					3.882-4	
178	PHILIPS MRX; CHEST ECG CABLE SET W/ 5 WIRE GRABBERS (SNAP ON STYLE 989803176161)		Wrong Item	92.65-3	96.77-4		90.00-1			92.09-2	
179	PHILIPS MRX; LIMB ECG CABLE SET W/ 5 WIRE GRABBERS (SNAP ON STYLE 989803176171)		Wrong Item	93.42-1	112.90-4		105.00-2			107.44-3	
180	PHILIPS MRX; 10 LEAD ECG TRUNK CABLE, 12 PIN CONNECTOR: SHORT CABLE		193.48-3	DNMS	216.12-4		168.75-2		\$229.4100	158.82-1	
181	PHILIPS RX; AC POWER MODULE		287.59-2	327.35-4	284.93-1		289.09-3		\$380.2400	Wrong Item	
182	PHILIPS MRX; ECG 75MM CHEMICAL THERMAL PAPER (80 ROLLS/CASE)		4.49-4	2.55-2	\$4.6000		\$4.6500		1.50-1	4.348-3	
183	PHILIPS MRX; LITHIUM ION BATTERY MODULE		296.49-2	\$320.4000	313.74-4		311.25-3			264.89-1	
184	PHILIPS MRX; MBP INTERCONNECT TUBING, 1.5M		52.47-2	\$56.3600	55.19-4		54.75-3			51.53-1	
185	PHILIPS MRX; REUSABLE SpO2 SENSOR, ADULT FINGER		192.57-2	203.82-4	199.58-3				\$248.5200	186.35-1	
186	PHILIPS MRX; REUSABLE SpO2 SENSOR, PEDI/SMALL ADULT FINGER		189.57-2	203.82-4	199.58-3				\$237.8800	186.35-1	
187	PHILIPS MRX; SpO2 DISPOSABLE SENSOR: ADULT/PEDI		9.47-3	9.43-2	9.80-4				\$10.9900	8.6265-1	

Bidder's Name: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

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

	DESCRIPTION OF PRODUCT	Angi	Bound Tree	Henry Schein	Life Assist	Midwest Medical	Moore Medical	Nashville Medical	Quadmed	Southeastern Emergency Medical	Southern Safety Sales
188	PHILIPS MRX; SpO2 DISPOSABLE SENSOR: NEONATE/INFANT		10.493-1	10.98-3	\$11.9500		11.14-4		\$13.0500	10.607-2	
189	PHILIPS MRX; TEST LOAD FOR USE W/ M3506A		89.75-1	96.51-3	104.03-4		93.75-2			DNMS	
190	PHILIPS NBP, INFANT NON-DISPOSABLE: SIZE RANGE 10-19CM		19.42-1	20.85-2	29.37-4			7.29 rejected quality brand		26.12-3	
191	PHILIPS NBP, PEDI NON-DISPOSABLE: SIZE RANGE 18-26CM		20.89-1	21.32-2	31.75-4			7.99 reject quality brand		28.24-3	
192	PHILIPS NBP, ADULT NON-DISPOSABLE: SIZE RANGE 25-35CM		22.67-1	23.60-2	35.72-4		5.40 reject quality brand	9.95 rejected quality brand		33.35-3	
193	PHILIPS NBP, LARGE ADULT NON-DISPOSABLE: SIZE RANGE 33-47CM		23.51-1	24.38-2	43.66-4			11.29 rejected quality brand		40.76-3	
194	PHILIPS NBP, THIGH NON-DISPOSABLE: SIZE RANGE 46-66CM		56.87-3	40.15-1	61.92-4			14.95 rejected quality brand		55.06-2	
195	PHILIPS NECLOR SpO2 ADAPTER CABLE		129.58-2	162.13-4	145.15-3				DNMS	127.06-1	
196	PHILIPS MULTI FUNCTION ELECTRODE PADS, ADULT PLUS		15.21-2	19.44-3	\$21.9200		\$21.7500		13.83-1	20.47-4	
197	PHILIPS MULTI FUNCTION ELECTRODE PADS, PEDI PLUS		15.21-2	21.18-3	\$23.4400		21.75-4		13.83-1	\$21.8800	
198	PHILIPS HEARTSTART FR-2+ AED, REPLACEMENT BATTERY		167.74-2	182.65-4	170.02-3		156.82-1		\$206.4800	\$185.2200	
199	PILLOW CASES, DISPOSABLE - PAPER COVERED PATIENT SIDE W/ FLUID RESISTANT BARRIER		\$0.2790	\$0.2400	\$0.3050	0.189-2	0.15-1	0.2269-4	\$0.3936		0.199-3
200	PILLOWS, DISPOSABLE: 21" X 27" HEAVY WEIGHT. (such as Medline NON2439322 or thicker) Send sample		DNMS	4.80-3	4.00-1	5.47-4			4.28-2		
201	PROVIDINE IODINE PREP PADS		0.0369-4	\$0.0400	\$0.0480	0.033-2	0.03-1		0.0365-3		
202	QUICKLOT COMBAT GAUZE: 3" X 4 YARD - "Z" fold packages		33.59-3	33.11-2	31.82-1	\$35.8100	\$34.3500	33.79-4	\$35.0600	UTI	
203	RAINCOATS W/ HOODS AND EMS LOGO, 48" PVC VINYL or longer: Sizes - Sm to XXL; COLOR YELLOW										
204	RAZOR, GALLANT PREPARATION: CONTOURED HANDLE, Platium coated Stainless Steel Blade		Wrong Item	0.34-4	0.32-3	0.305-2	0.30-1		\$0.3478	\$0.3482	
205	REGLAN (METOCLOPRAMIDE); 10MG/ML IN 2ML VIALS (VIALS ONLY)		Wrong Item	3.14-3	1.84-2		1.25-1				
206	RING CUTTER		4.29-4	3.59-2	\$5.4000	\$11.3900	\$5.8300	3.79-3	\$4.3800	1.01-1	
207	ROCURONIUM BROMIDE: 10MG/ML IN 10ML VIALS. REFRIGERATED.		6.97-1	21.20-3	7.80-2						

	DESCRIPTION OF PRODUCT	Angi	Bound Tree	Henry Schein	Life Assist	Midwest Medical	Moore Medical	Nashville Medical	Quadmed	Southeastern Emergency Medical	Southern Safety Sales
208	SALEM SUMP TUBES, DOUBLE LUMEN, SIZES: 10fr, 12FR and 18FR. (w/o expiration date). (Latex Free) NOT LEVIN TUBE!		\$1.8300	1.69-3	1.73-4	1.69-2	1.69-1 Hx		\$1.7800		
209	SCALPEL, RETRACTABLE SAFETY STYLE WITH #11 BLADE (DYNAREX #4161)		\$0.7620	0.66-3	0.58-1	0.635-2	\$2.0700		0.699-4		
210	SCOOP STRETCHER: FERNO MODEL 65		197.83-1	308.05-2	407.00-4	396.8-3	\$937.5000		\$431.6100		
211	SHARPS CONTAINER - 5 QUART, KENDALL SHARPS-A-GOTOR, POINT OF USE: SHARPS CONTAINMENT SYSTEM (#4838)		\$2.7100	2.52-2	\$2.9200	2.53-3	2.57-4				2.45-1
212	SHARPS CONTAINER HIDDEN BRACKET W/ INDIVIDUAL KEY - TO FIT KENDALL, SHARPS-A-GATOR SYSTEM (#4841-HK)		5.04-4	4.53-2	\$5.1300	4.66-3	\$5.6000				4.50-1
213	SHARPS SHUTTLE, FOR USE IN MED KIT.		\$3.8700	\$1.5400	\$1.6200	1.38-2	1.50-3	1.19-1	\$1.5500	1.53-4	\$1.7000
214	SODIUM BICARB. 8.4 % 50 ML; (NEEDLELESS) W/ LUER LOCK PFS		12.67-3	33.21-4	9.46-1		9.76-2				
215	SOFT TIP SUCTION CATHETERS; SIZES 8FR, 10, 14FR, & 18FR.		0.15-1 Hx Delivery time	\$0.3400	0.19-4	0.17-3	\$0.3400	0.15-2	\$0.2200	\$0.2000	
216	SPLINT, MULTI-PURPOSE EMERGENCY.WATERPROOF, MALLEABLE POLYVINYL/ALUMINUM CONSTRUCTION, WASHABLE, REUSEABLE, X-RAY TRANSLUCENT. 36" (ORIGINAL SAM SPLINT REQUIRED)		7.21-3	DNMS	6.67-1 Hx	DNMS	6.67-2		DNMS		
217	SPLINT, PELVIC BINDER - SAM PELVIC SLING II		54.74-1	55.09-3	54.90-2		55.50-4		\$62.4500		
218	SPLINTS 9", PADDED I.V. ARM BOARD		0.81-4	\$0.8300	0.41-1	0.51-2	0.65-3		\$0.8900		
219	STERILE WATER FOR INJECTION, 10ML VIAL		1.09-3	\$3.3200	0.86-1	1.01-2	1.20-4				
220	STERILE WATER FOR IRRIGATION, NOT INJECTION: 250 CC BOTTLES BAXTER 2F7112 (NDC # 0338-0004-02)		2.50-3	\$11.8800	2.38-2	3.17-4	2.24-1				
221	STETHOSCOPE DUAL HEAD, GENERIC		\$3.5700	3.03-4	\$3.5600	1.67-1	\$3.0900	2.69-2	2.98-3		
222	STRETCHER REPLACEMENT STRAP FOR STRYKER POWER PRO; TO SECURE WAIST AND FEET/LEGS. 2 PIECE, MINIMUM 80" EXTENDED LENGTH. (BLACK)		7.15-1			6.61-2		\$1.4900	DNMS		
223	STRETCHER REPLACEMENT STRAP FOR STRYKER POWER PRO; CHEST HARNESS STRAP w/ SHOULDER STRAPS. BOTH SIDES OF CHEST HARNESS STRAPS MUST BE ADJUSTABLE. (BLACK)		32.47-1			34.00-2					
	above two items chosen to purchase from one vendor.										
224	STRETCHER, FLEXABLE: GRAHAM MEDICAL MEGA-MOVER (ONLY) MINIMUM 800 LB. WEIGHT CAPACITY		\$18.7900	\$17.1900	15.50-1	15.53-2	17.18-4		\$17.9800		16.00-4

	DESCRIPTION OF PRODUCT	Angi	Bound Tree	Henry Schein	Life Assist	Midwest Medical	Moore Medical	Nashville Medical	Quadmed	Southeastern Emergency Medical	Southern Safety Sales
225	STRETCHER SHEET, FLAT TOP W/ POLY BACKING FOR FLUID BARRIER; DISPOSABLE: APPROX 40" X 90"		\$1.8620	0.37-2 Delivery time	0.38-4	\$0.4440	\$0.4000	0.37-3	\$1.3540		0.35-1
226	STRETCHER SHEET W/ POLY BACKING FOR FLUID BARRIER; SNUGFIT, NON-WOVEN, FITTED BOTTOM WITH ELASTIC CORNERS, DISPOSABLE; 30" X 84" (Graham Medical - GRA		1.148-4	1.01-2	\$1.4340	1.1456-3	\$1.3200	0.83 Rejected delivery time	\$1.3540		1.194-1 Hx and availability
227	STRYKER: POWER PRO BASE STORAGE NET (P/N 6500-001-126)						168.00 - 2		109.50 - 1		
228	STRYER: FOWLER O2 BOTTLE HOLDER COVER (P/N 6500-001-260)								298.00-1		
229	SUCTION CONTAINERS; DISPOSABLE 1200 CC CANISTERS W/ 6" DIAMETER (BEMIS SYSTEM II)		\$2.8900	\$2.9800	2.50-2	2.61-3	\$2.9000	2.69-4	2.05-1		
230	SUCTION TIP, Hi-D "BIG STICK" by SSCOR part # 44241 W/ CONTROL VENT (NON LATEX)		\$1.8600	\$1.9600	1.73-3	1.39-1	1.67-2		UTI	1.76-4	
231	SUCTION TUBING 9/32" ID tubing X 6' W/ MOLDED FEMALE CONNECTORS & MALE CONNECTOR (NON LATEX)		DNMS	1.04-3	1.08-4	0.77-1	DNMS		0.99 - 2		
232	SUCTION, BATTERY POWERED: S-SCORT III MODEL 74000, W/ TWO- POSITION REGULATOR (RED COLOR)		519.85-2	\$639.6900	463.25-1		DNMS (BATTERY ONLY)	599.00-4	\$651.2400	535.60-3	
233	SUCTION, REPLACEMENT BATTERY FOR S-SCORT III [rectangular (80638) battery]		39.29-3		35.28-1		DNMS (wrong battery)	\$59.0000	41.55-4	36.90-2	
234	SUCTION, REPLACEMENT CHARGER (110VAC TO 12VDC) FOR S-SCORT III (#80533)		62.54-3	75.00-4	56.00-1		\$75.4400	\$89.0000		58.82-2	
235	SYRINGE, 1 CC - LUER LOCK TIP without needle, packaged 5 to a strip, 100 to a box		Wrong Item	Wrong Item	0.13-3	0.1292-2	0.35-4		0.1285-1		
236	SYRINGE, 3 CC - LUER LOCK without needle, packaged 5 to a strip, 100 to a box.		0.05-3	0.04-1	0.055-4	0.0417-2	\$0.0600		\$0.0700		
237	SYRINGE, 10 CC - LUER LOCK without needle; packaged 5 to a strip & 100 to a box.		0.09-2	Wrong Item	0.095-4	0.079-1	\$0.1000		0.094-3		
238	SYRINGE, 20 CC - LUER LOCK TIP, without needle; packaged (MINIMUM) 40 to a box.		0.22-2 Hx	0.22-3	\$0.2800	0.1985-1	0.27-4		\$0.3700		
239	SYRINGE, 30/35 CC - LUER LOCK TIP without needle.		0.34-2	0.09-1	0.40-4	\$0.4100	0.35-3		\$0.4012		
240	SYRINGE, 60 CC - CATHETER TIP without needle.		0.46-4	0.32-2	0.40-3	\$0.6100	0.25-1		\$0.6140		
241	SYRINGE, 60 CC - LUER LOCK without needle.		0.505-4	Wrong Item	0.475-2	\$0.6100	0.46-1		0.48-3		
242	SYRINGE, 60CC - SLIP TIP without needle.		UTI	0.83-2	Wrong Item	0.61-1	Wrong Item				
243	TAPE 1" HYPOALLERGENIC CLOTH (NOT PAPER TAPE)	\$3.1200	\$0.6700	0.64-3	\$0.6900	\$0.6600	0.62-2	0.5708-1	0.65-4	\$0.6616	
244	TAPE 2" HYPOALLERGENIC CLOTH (NOT PAPER TAPE)	\$3.9300	\$1.4100	1.27-3	\$1.3800	1.32-4	1.25-2	1.1416-1	\$1.3833	\$1.3233	

Bidder's Name: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

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

	DESCRIPTION OF PRODUCT	Angi	Bound Tree	Henry Schein	Life Assist	Midwest Medical	Moore Medical	Nashville Medical	Quadmed	Southeastern Emergency Medical	Southern Safety Sales
245	TETRACAINE 0.5%. 2ML BOTTLES		DNMS	36.77-3	11.50-2		10.81-1				
246	THERMOMETER, TEMPORAL ARTERY: EXERGEN TAT-2000C (NO SUBSTITUTIONS)		NBA	NBA	NBA		NBA	NBA	NBA		
247	THERMOMETER, ELECTRONIC. ORAL AND RECTAL SYLTES		2.51 - NO RECTAL	\$2.9400	\$3.4300	O=2.69 R=3.02-1	O=6.18 R=2.92-2		DNMS - NO RECTAL		
248	THERMOMETER COVERS, FOR ABOVE ELECTRONIC UNITS		\$0.0390	\$0.0300	0.0245-4	0.0198-1	0.02-2	\$0.0295	0.024-3		
249	TINCTURE OF BENZOIN; SWAB AMPULES		DNMS	0.21-2	DNMS	DNMS	0.20-1		0.2358-3		
250	TOURNIQUET, IV: NON-LATEX, POWDER FREE (PRE-PACKAGED IN BUNDLES OF 50 PREFERRED) - SEND SAMPLE		\$0.3200	0.18-3	0.0664 Not rolled and banded	0.31-4			0.114-1 proven hx.		
251	TOURNIQUET, TRAUMA (C.A.T. ONLY) BLACK		\$25.6100	23.17-2	22.47-1	\$25.6200	23.77-3	\$24.8900	24.34-4	\$24.4200	
252	TRACTION SPLINT, KENDRICK STYLE: ADJUSTABLE/FOLDABLE		71.25-4	\$89.1200	58.00-1		60.51-2	56.90 - UTL	66.48-3		
253	TRIANGULAR BANDAGES, MUSLIN CLOTH 54" X 27" (W / O SAFETY PINS) (PRE-PACKAGED IN BUNDLES OF 12)		0.20-2	0.27-4	\$0.3000	0.19-1	0.23-3		\$0.3342	\$0.3200	
254	TYLENOL (ACETAMINOPHEN) 500 MG TABLETS. LOOKING FOR 12 TO 24 COUNT BOTTLES.		NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
255	TYLENOL (ACETAMINOPHEN) SUSPENSION LIQUID, 160 MG /5ML: CHILDREN'S DOSAGE. LOOKING FOR 2 oz. (60cc) BOTTLES		NBA	NBA	NBA						
256	URINAL W/ LID: FOR USE ON AMBULANCE		0.44-3	0.43-2	\$0.5600	0.35-1	0.49-4		\$0.5900	\$0.5100	
257	VALIUM (DIAZEPAM - BIDDER TO SPECIFY WHICH) 10MG/2ML CONCENTRATION IN 2 ML. P.E.S. (NEEDLELESS)		35.21-2	87.03-3	31.50-1						
258	VENI-GARD (BRAND) ADULT 3" X 2.5" IV SITE SECURING DEVICE		0.3675-3	\$0.4500	0.37-4	0.2423-1	\$0.4400	\$0.3800	0.314-2	\$0.3837	
259	VENTILATION CIRCUIT W/SWIVEL & EXHALATION FILTER. ALLIED LSP #L599-190 ONLY		9.654-3		8.70-2	8.63-1	10.00-4				
260	VERSED (MIDAZOLAM - BIDDER TO SPECIFY WHICH) 10MG/2ML CONCENTRATION IN 2 ML.		1.289-1	4.75-3	4.00-2						
261	ZOFRAN (ONDANSETRON) 4MG/2ML VIALS - SINGLE DOSE UNITS		0.68-2	2.15-4	1.14-3		0.61-1				
262	Zofran (ONDANSETRON) 4MG ORAL DISOLVING TABLETS - SINGLE DOSE UNITS 30/BOX		0.344-2	0.59-3	.65-4		0.22-1				

	DESCRIPTION OF PRODUCT	Angi	Bound Tree	Henry Schein	Life Assist	Midwest Medical	Moore Medical	Nashville Medical	Quadmed	Southeastern Emergency Medical	Southern Safety Sales

Bidder's Name: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

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

**WILLIAMSON COUNTY BID TABULATION  
 MEDICAL SUPPLIES FOR EMS  
 CONTRACT PERIOD JULY 1, 2016 THROUGH JUNE 30, 2017  
 IFB 1604-072**

**RECOMMEND AWARD TO THE FOLLOWING:**

<u>VENDOR</u>	<u>ITEMS</u>
ANGI	NO AWARD
BOUND TREE	3, 11, 20-22, 28-29, 64, 80-82, 85-89, 105, 111, 117, 122, 133, 135-137, 150-151, 163, 165-166, 174-178, 180, 191-196, 210, 213, 218, 220, 225-226, 264
HENRY SCHEIN	35-36, 55-57, 69, 72, 93, 110, 121, 124, 134, 167-168, 182, 197, 240, 243
LIFE ASSIST	12-18, 25, 34, 43, 54, 58-62, 75-76, 79, 90-91, 96-97, 112-113, 120, 148-149, 160, 179, 184, 203, 205, 212, 217, 219, 221-222, 228, 236-238, 255-256, 261
MIDWEST MEDICAL	4-9, 24, 38, 45-51, 65, 73, 94-95, 106-107, 128, 138-139, 140-141 144-146, 164, 169, 224, 234-235, 241-242, 246, 251-252, 257 260-263
MOORE MEDICAL	2, 23, 26-27, 39, 42, 63, 67, 92, 108, 114, 116, 123, 127, 129-130 132, 152, 154-156, 161, 181, 204-204, 207-208, 211, 223, 244-245 249, 253, 265-266
NASHVILLE MEDICAL	30, 32, 37, 52, 74, 77-78, 115, 125-126, 131, 162, 172, 216, 247-248
QUADMED	31, 44, 70, 87, 98-104, 109, 147, 171, 185, 199-200, 231-233, 239 254
SOUTHEASTERN EMERGENCY MEDICAL	54, 173, 183, 186-190, 198, 209
SOUTHERN SAFETY SUPPLIES	33, 71, 83-84, 153, 170, 214-215, 229-230
NO BID AWARDED	10, 40-41, 66, 250, 258-259

\*\* SECONDARY, TERTIARY, QUANTERNARY VENDORS ARE NOTED IN BID TAB \*\*

**Commissioners Court - Regular Session**

42.

**Meeting Date:** 06/28/2016

Advertise RFQ 1606-095 Engineering Services for Long Range Transportation Plan

**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 authorizing Purchasing Agent to advertise and receive qualifications for RFQ 1606-095 Engineering Services for Long Range Transportation Plan for Williamson County Road and Bridge.

**Background**

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of the Williamson County Long Range Transportation Plan. The budgeted amount is \$300,000.00.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Bid Packet](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Jewel Walker

Final Approval Date: 06/22/2016

**Reviewed By**

Wendy Coco

**Date**

06/22/2016 01:21 PM

Started On: 06/21/2016 08:02 AM



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

## **WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION**

Engineering Services for Williamson County Long Range Transportation Plan

**QUALIFICATIONS MUST BE RECEIVED ON OR  
BEFORE:**

**Jul 28, 2016 3:30:00 PM CDT**

**QUALIFICATIONS WILL BE PUBLICLY  
OPENED:**

**Jul 28, 2016 3:30:00 PM CDT**

Notice is hereby given that sealed Qualifications 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 Qualifications. Specifications for this RFQ may be obtained by registering at [www.bidsync.com](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of the Qualifications.**

**All electronic Qualifications must be submitted via:** [www.bidsync.com](http://www.bidsync.com)

All interested Respondents are invited to submit a Qualification in accordance with the Instructions and General Requirements, Format, Specifications, and Definitions, Terms and Conditions stated in this RFQ.

**Respondents are strongly encouraged to carefully read this entire RFQ.**

**Electronic Qualifications are requested**, however paper qualifications 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, Qualifications and Qualification 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 RFQ, to:

Williamson County Purchasing Department

Attn: **RFQ NAME AND NUMBER**

901 South Austin Avenue  
Georgetown, Texas 78626

- ✓ Respondents should list the RFQ Number, RFQ Name, Name and Address of Respondent, and the Date of the RFQ opening on the outside of the box or envelope and note "Sealed Qualifications Enclosed."
- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Qualifications.
- ✓ **Williamson County will not accept any Qualifications received after the submittal deadline, and shall return such Qualifications unopened to the Respondent.**
- ✓ Williamson County will not accept any responsibility for Qualifications being delivered by third party carriers.
- ✓ Facsimile transmittals will NOT be accepted.
- ✓ Qualifications will be opened publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.
- ✓ All submitted questions with their answers will be posted and updated on [www.bidsync.com](http://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 RFQ will be posted on [www.bidsync.com](http://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 1606-095

### Engineering Services for Williamson County Long Range Transportation Plan

Bid Number **1606-095**  
 Bid Title **Engineering Services for Williamson County Long Range Transportation Plan**

Bid Start Date **In Held**  
 Bid End Date **Jul 28, 2016 3:30:00 PM CDT**  
 Question & Answer End Date **Jul 15, 2016 5:00:00 PM CDT**

Bid Contact **Jewel Walker**  
**Purchasing Specialist III**  
**512-943-1692**  
**jewel.walker@wilco.org**

Contract Duration **One Time Purchase**  
 Contract Renewal **Not Applicable**  
 Prices Good for **90 days**

#### Bid Comments

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of the Williamson County Long-Range Transportation Plan.

If entering an electronic bid in BIDSYNC (PREFERRED), the following documents **MUST** be completed and attached to **FIRST LINE ITEM**.

A one (1) page transmittal letter that provides an overview of the firm.

Up to two (2) pages outlining qualifications of your firm.

A listing or description of relevant projects. The list is limited to one (1) page.

For each office of the company desiring to provide engineering services, provide current organizational charts showing staff that your firm would anticipate using to assist County staff in the development of the Williamson County Long-Range Transportation Plan. Identify the individuals within each firm that will perform tasks and identify which tasks they will perform. A listing of an individual shall be considered as a commitment that the individual will be made available to perform the tasks indicated on this project. For staffing purposes, assume the notice to proceed will be issued in September 2016.

Resumes for staff you choose to submit in support of your qualifications. Include position, education level, professional credentials, qualifications and related experience.

Must respond to each criteria listed in the Evaluation Criteria section of the RFQ.

Conflict of Interest Statement ( if filing electronically via Bidsync, this is a fillable form to be completed and accepted)

Debarment and Licensing Certificate ( if filing electronically via Bidsync, this is a fillable form to be completed and accepted)

#### Pass/Fail Criteria

To be considered for evaluation, all interested firms must have at least one office located within Texas with a professional engineer registered in the State of Texas. Documentation indicating this must be included in the response.

#### Evaluation Criteria

Engineer's Firm's Experience/Qualifications with Similar Projects - 15 points

Engineer's Project Manager Experience/Qualifications with Similar Projects - 15 points

Individuals on Project Team's Experience/Qualifications with travel demand modeling in Central Texas - 30 points

Individuals on Project Team's Experience/Qualifications providing graphic support - 15 points

Individuals on Project Team's Experience/Qualifications with peer review and editing transportation plans and documents - 15 points

**Total Evaluation Points- 90**

**Contract Administrator**  
**Robert B Daigh, PE, Sr. Director of Infrastructure**  
**3101 SE Inner Loop, Georgetown, TX 78626**

**Item Response Form**

Item **1606-095--01-01 · ATTACH ALL DOCUMENTS TO THIS LINE ITEM**

Quantity **1 each**

Unit Price

Delivery Location **Williamson County, Texas**

Road and Bridge  
3151 S. E. Inner Loop  
Suite B  
Georgetown TX 78626  
**Qty 1**

**Description**

ATTACH ALL DOUMENTS TO THIS LINE

## GENERAL INFORMATION AND SPECIFICATIONS

### GENERAL

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of the Williamson County Long-Range Transportation Plan.

### DESCRIPTION OF PROJECT

Williamson County is seeking a firm to provide professional engineering services to assist Williamson County staff in the development of the Williamson County Long-Range Transportation Plan. Plan development services include developing updated population and employment demographics for the ultimate build out of Williamson County, travel demand modeling for multiple scenarios, land use analysis, economic analysis, drafting technical memorandums for all demographic development, travel demand modeling, and land use and economic analysis. Plan development services also include graphic support, including creating graphics, photos, drawings, and document layouts for the plan. Peer review and editing services will also be required.

### TECHNICAL EXPERTISE

Engineer means a person registered as a professional engineer pursuant to Chapter 1001 of the Texas Occupations Code.

### SCOPE OF SERVICES REQUESTED

The Scope of Services is anticipated to be divided into the following categories:

- Demographics, Travel Demand Modeling and Analysis
- Graphic Support
- Peer Review and Editing

The categories are further outlined as follows:

#### **Demographics, Travel Demand Modeling and Analysis:**

1. Develop population and employment demographics for ultimate build out for Williamson County
2. Perform travel demand modeling. The travel demand modeling will at a minimum include the following five scenarios:
  - a. Existing + Committed
  - b. State highways with four lanes
  - c. Controlled Access + No Build Arterials
  - d. Arterials + No Build Controlled Access
  - e. Controlled Access and Arterial
3. Perform land use analysis
4. Perform economic analysis to estimate potential the cost and benefits of plan proposals and scenarios, including the potential impact of plan proposals on current and future land values

5. Draft technical memorandums for all of the above tasks. All technical memorandums must include a detailed description of the methods, assumptions and processes used in the above tasks

**Graphic Support**

1. Assist County staff in creating graphics, photos, drawings, and other visual aids for the plan
2. Assist County staff in creating a professional publication layout for the plan, including laying out text, visual aids, graphics and other plan elements

**Peer Review and Editing**

1. Provide peer review and editing services for the plan text, design and content

## 1. Submittal Format and Delivery of Statements of Qualifications

Williamson County uses BidSync to distribute and receive bids, proposals and Statements of Qualifications. Statements of Qualifications can be submitted electronically through BidSync or by hard copy. Refer to [www.bidsync.com](http://www.bidsync.com) for further information.

**If mailed or delivered in person**, Statements of Qualifications and Statements of Qualifications 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 RFQ, to:

Williamson County Purchasing Department

Attn: **RFQ NAME AND NUMBER**

901 South Austin Avenue

Georgetown, Texas 78626

Williamson County will not accept any Statements of Qualifications received after the submittal deadline, and shall return such Statements of Qualifications unopened to the Respondent.

Williamson County will not accept any responsibility for Statements of Qualifications being delivered by third party carriers.

Statements of Qualifications will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.

## 2. General Information

### 2.1 Additional Information

The County reserves the right to request further information or documentation, and to discuss an RFQ for any purpose in order to answer questions or to seek clarification on any aspect of the submission.

### 2.2 Respondent's Acceptance

By submitting a response to this RFQ, the firm/team certifies that it has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

### 2.3 Texas Public Information Act

Williamson County considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that Williamson County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

### 2.4 Commitment

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for Williamson County and that Williamson County has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

### 2.5 Williamson County Conflict of Interest Statement

On Tuesday November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by Williamson County for contract award, shall contain a signed affidavit acknowledging the responders awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest.

## 2.6 Certificate of Interested Parties Texas Ethics Commission (Form 1295)

As of January 1, 2016, Respondents are responsible for complying with the Texas Government Code Section 2252.908. **The law states that Williamson County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to Williamson County at the time the Respondent submits the signed contract to Williamson County.**

The disclosure requirement applies to any contract of Williamson County entered into on or after January 1, 2016 that either:

1. requires an action or vote by the Commissioners Court (all contracts that fall under the jurisdiction of Commissioners Court approval such as contracts resulting from an IFB, RFP, RFQ etc. excluding but not limited to certain Juvenile Services contracts, contracts funded with Sheriff's seized funds monies etc.) before the contract may be signed
2. has a value of at least \$1 million.

**Note: Since the majority of contracts with Williamson County require approval by the Commissioners Court, this form will most likely be required to be supplied.**

On January 1, 2016, the Texas Ethics Commission made available on its website a new filing application that must be used to file Form 1295.

Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A Respondent must:

1. use the online application to process the required information on Form 1295
2. print a copy of the form which will contain a unique certification number
3. an authorized agent of the Respondent must sign the printed copy of the form
4. and have the form **notarized**
5. the completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Williamson County at the time the signed contract is submitted for Commissioners Court approval.

After Commissioners Court award of the contract, Williamson County must:

- (1) notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.



# 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.**

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.**



**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.**

## DEBARMENT AND LICENSING CERTIFICATION

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- (e) Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- (f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by

on this the  day of , 20, on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires:

**SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.**

# Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

## Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

	5
	6

## Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

	5
	6

**Reference 3**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

## Question and Answers for Bid #1606-095 - Engineering Services for Williamson County Long Range Transportation Plan

### Overall Bid Questions

There are no questions associated with this bid.

**Commissioners Court - Regular Session**

43.

**Meeting Date:** 06/28/2016

RFP 1606-096 Risk Policies for Williamson County

**Submitted By:** Kerstin Hancock, 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 proposals for Bid # 1606-096, Risk Policies for Williamson County.

**Background**

Williamson County is seeking carriers to provide the following lines of insurance coverage: Property/Equipment, Boiler & Machinery, General Liability, Cyber/Data Breach, Law Enforcement Liability, Public Officials Liability, Automobile Liability, Automobile Physical Damage & Crime.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[RFP Packet](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 06/22/2016

**Reviewed By**

Wendy Coco

**Date**

06/22/2016 11:15 AM

Started On: 06/21/2016 03:41 PM



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

**WILLIAMSON COUNTY PURCHASING DEPARTMENT  
SOLICITATION**

Risk Policies for Williamson County

**PROPOSALS MUST BE RECEIVED ON OR  
BEFORE:**

**Aug 2, 2016 3:00:00 PM CDT**

**PROPOSALS WILL BE PUBLICLY  
OPENED:**

**Aug 2, 2016 3:00:00 PM CDT**

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](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this proposal.**

**All electronic proposals must be submitted via:** [www.bidsync.com](http://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](http://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](http://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 1606-096 Risk Policies for Williamson County

Bid Number **1606-096**  
Bid Title **Risk Policies for Williamson County**

Bid Start Date **In Held**  
Bid End Date **Aug 2, 2016 3:00:00 PM CDT**  
Question & Answer End Date **Jul 27, 2016 5:00:00 PM CDT**

Bid Contact **Kerstin N Hancock**  
**512-943-1546**  
**khancock@wilco.org**

Contract Duration **1 year**  
Contract Renewal **4 annual renewals**  
Prices Good for **90 days**  
Pre-Bid Conference **Jul 20, 2016 2:00:00 PM CDT**  
**Attendance is optional**  
**Location: Williamson County Purchasing Department**  
**901 S. Austin Ave.**  
**Georgetown, TX 78626**

Bid Comments **The purpose of this Request for Proposal is for Williamson County to acquire the following lines of insurance coverage:**  
**Property/Equipment, Boiler & Machinery, General Liability, Cyber/Data Breach, Law Enforcement Liability, Public Officials Liability, Automobile Liability, Automobile Physical Damage & Crime.**  
**Williamson County reserves the right to evaluate and/or award to only one vendor or multiple vendors, depending on what is in the best interest of the County.**  
**All required documents must be attached:**  
-All documents as required by the "minimum requirement section 1.4"  
-Cost Proposal Appendix A  
-Conflict of Interest Questionnaire  
-Proposer References  
-RFP Affidavit  
**Any requests for Loss Runs must be emailed to Khancock@wilco.org**

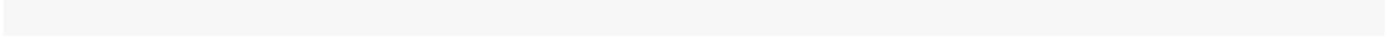
### Item Response Form

Item **1606-096--01-01 - Please attach all required proposal documents to this line item**  
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 proposal documents to this line item:  
-All documents as required by the "minimum requirement section 1.4"  
-Cost Proposal Appendix A  
-Conflict of Interest Questionnaire

- Proposer References
- RFP Affidavit



# 1. PROPOSAL SPECIFICATIONS

## 1.1 Commercial Insurance Application Information

**INSURED:** Williamson County  
301 S.E. Inner Loop, Suite 108  
Georgetown, Texas 78626

**PROPOSED EFFECTIVE DATE:** October 1, 2016 to October 1, 2017

**NATURE OF BUSINESS:** County

**ATTACHMENTS PROVIDED:** 1 – Statement of Values  
2 – Auto Schedule  
3 – Loss Run Report  
4 – County Budget  
5 – Applications

## 1.2 Scope

The purpose of this proposal is for Williamson County to acquire the following lines of insurance coverage:

***Property/Equipment, Boiler & Machinery, General Liability, Cyber/Data Breach, Law Enforcement Liability, Public Officials Liability, Automobile Liability, Automobile Physical Damage & Crime.***

## 1.3 General Information

Williamson County currently purchases all Property & Casualty Insurance through Texas Association of Counties. The County does not currently purchase General Liability or Law Enforcement Liability. However, the County is requesting a quotation for both lines of coverage. Due to the County currently self-insuring this exposure, the County is requesting multiple deductible options in order to find the best fit to match the County's risk appetite.

Quotations for all lines of coverage should be effective 10/1/2016 and expire on 9/30/2017.

This contract will be effective for one (1) year, with renewal options for additional one year periods (as listed below), at the County's option and with the acceptance of the awarded vendor(s).

Initial Term	October 1, 2016 through September 30, 2017
First Annual Renewal Option	October 1, 2017 through September 30, 2018
Second Annual Renewal Option	October 1, 2018 through September 30, 2019
Third Annual Renewal Option	October 1, 2019 through September 30, 2020

## 1.4 Minimum Requirements

- 1.4.1 Respondents must include the carrier quotes and specimen policies including the endorsements that will be attached to the policy.
- 1.4.2 Respondents must indicate whether the quotations are subject to all lines being bound or if some lines of coverage can be purchased individually.
- 1.4.3 The specifications must be completed in full for all lines that are being quoted and all variances to the specifications must be explained in detail.
- 1.4.4 Self-Insurance Pools must complete and provide the requested information in the 'Self-Insurance Pools and Cooperatives' section.
- 1.4.5 Agents must be licensed to conduct business in the State of Texas and provide a copy of the license
- 1.4.6 Agents must provide a certificate evidencing \$1,000,000 Per Occurrence for Errors and Omissions Insurance.
- 1.4.7 A.M. Best ratings must be provided for all standard insurance company quotes.
- 1.4.8. Respondents must complete Respondent's References. This form must be filled out by the carrier supplying three Public Entity references.
- 1.4.9 Must provide all Texas Public Entity Property & Casualty Insurance Carriers Clients (not agents), with a population size of 25,000 or greater

## 1.5 Specifications Property

**POLICY TERM:** October 1, 2016 to October 1, 2017

**TOTAL INSURABLE VALUES:** \$ **266,930,000** (Building Contents, Portables, Miscellaneous Equipment)

### LIMITS:

		Yes	No	Differences/Explanations
\$ 266,930,000	Blanket Buildings & Personal Property			
\$ 5,926,425	Mobile Equipment			
\$ 5,000,000	Blanket Computer Hardware, Software & Media			
\$ 1,500,000	Extra Expense/Gross Earnings			
\$ 30,000	Law Enforcement Animals			

**CURRENT  
PER OCCURRENCE  
DEDUCTIBLES:**

		Yes	No	Differences/Explanations
\$ 10,000	All Perils, Except:			
\$ 25,000	Earthquake			
\$ 10,000	Wind & Hail			
\$ 25,000	Flood			
48 Hours	Off Premises Power			
\$ 1,000	Law Enforcement Animals			
\$ 1,000	Mobile Equipment			

Quote Deductible options as above and \$25,000 option.

**VALUATION &  
COINSURANCE:**

		Yes	No	Differences/Explanations
Replacement Cost – Agreed Amount	Buildings & Contents			
Actual Loss Sustained – Agreed Amount	Loss of Income			

**SUBLIMITS:**

		Yes	No	Differences/Explanations
\$ 10,000,000	Flood – Annual Agg			
\$ 10,000,000	Earthquake – Annual Agg			
\$ 2,000,000	Demolition & Increased Cost of Construction			
\$ 2,500,000	Newly Acquired Property – 90 Day Reporting Period Including \$100,000 Any One Piece of Rental Mobile/Contractors Equipment			
\$ 1,500,000	Extra Expense/Gross Earnings			
30 Days	30 Days of Ordinary Payroll			
\$ 1,000,000 / 30 Days	Civil Authority			
\$ 500,000	Off-Premises Service Interruption			
\$ 250,000	Research & Development Expense			
\$ 250,000	Ingress/Egress – 30 Days			
\$ 100,000	Tax Treatment			
\$ 1,000,000	Emergency Vacating Expense			
\$ 1,000,000 / 180 Days	Extended Period of Indemnity			
\$ 500,000	Accounts Receivable			
\$ 2,500,000	Unnamed Locations			
\$ 2,500,000	Unintentional Errors & Omissions			

		Yes	No	Differences/Explanations
\$ 500,000	Transit			
Less of 25% of Loss or \$2,500,000	Debris Removal			
\$ 500,000	Off Premises Power (48 Hour Interruption Including Transmission Lines, Distribution Lines & Sewer)			
\$ 1,000,000	Unscheduled Personal Property			
\$ 1,000,000	Pollution Cleanup & Removal – Annual Aggregate			
\$ 25,000	Loss Adjustment Expense – Annual Aggregate			
\$ 1,000,000	Unscheduled Contents & Equipment			
100,000	Arson, Theft & Vandalism Rewards			
Included	Backup of Sewers, Drains & Sumps			
Included	Computer Virus Extraction			
Included	Consequential Damage			
Included	Damage by Water, Other Liquid, Powder or Molten Material			
Included	Employee Dishonesty			
\$ 1,000,000	Fine Arts			
\$ 100,000	Fire Department Service Charge			
Included	Forgery or Alteration			
Included	Forgery or Alteration – Legal Expenses			
Included	Foundations & Underground Pass			
Included	Inventory & Appraisal			
\$ 100,000	Lock & Key Replacement			
\$ 100,000	Money & Securities – Inside & Outside Premises			
Included	Outdoor Property			
\$ 100,000 Subject to \$5,000 for Any One Tree or Shrub	Outdoor Trees, Shrubs & Plants			
Included	Personal Property @ Unscheduled Locations			
Included	Preservation of Property (180 Days)			
Included	Spoilage			
Included	Tenant Glass			
Included	Theft Damage to Building			
Included	Underground Water Seepage			
\$ 1,000,000	Valuable Papers & Records			
\$ 2,500,000	Newly Acquired Property			
\$ 1,000,000	Personal Property of Others			
\$ 100,000	Professional Fees			
\$ 500,000	Expediting Expenses			
\$ 250,000	Pavements & Roadways			
\$ 250,000	Installation Floater			
Included	Fungus, Mold or Mildew			
\$ 100,000	Deferred Payment			

		Yes	No	Differences/Explanations
\$ 100,000	Arson or Theft Reward			
\$ 500,000	Tenants Legal Liability & Expense			
\$ 2,500,000	Soft Costs			
\$ 2,000,000	Unscheduled Outdoor Property			
\$ 2,000,000	Unscheduled Turfs/Fields/Tracks			
\$ 2,000,000	Wind-Driven Rain			
\$ 100,000	Contingent Tax Revenue Interruption			
\$ 500,000	Decontamination Costs			
\$ 1,000,000	Mold – Valuable Papers, Records & EDP Media			
<b>Total Covered Value Not to Exceed \$500,000 Any One Location</b>	Piers, Docks, Pilings, Bulbheads and Wharves			
\$ 250,000	Airport Runways – Any One Location			
\$ 1,000,000	Temporary Removal – for the Purpose of being Repaired or Serviced			
\$ 250,000 / \$ 1,500,000 Agg.	Any Watercraft, 27 Feet or Less in Length			

**TERMS & CONDITIONS:**

		Yes	No	Differences/Explanations
	All Risks of Direct Physical Loss Coverage including Flood & Earthquake			
	Blanket Real Property, Personal Property & Extra Expense			
	Blanket Electronic Hardware, Software, Media & Extra Expense with Broaden EDP Perils			
	Amend Notice of Cancellation to 90 Days, except 10 Days for Nonpayment of premium			
	Revised Notice of Claim Requirement (Knowledge of Occurrence)			
	Joint Loss Agreement			
	Manuscript Form to Apply			
	If Blanket Coverage is not available, a 25% Margin Clause should be included			
	Flood Zone determination in effect at the 09/01/16 inception date of the policy will apply throughout the entire policy term. If a location does not have a flood zone at the inception date, the flood zone will be determined at time of loss.			
	Carrier must agree to Williamson County being the place of venue.			
	Windstorm Included?			
	Terrorism Included?			

**PREMIUM:**

**\$10,000 Deductible** \_\_\_\_\_  
**\$25,000 Deductible** \_\_\_\_\_

**1.6 Specifications Boiler and Machinery****ATTACHMENT:** October 1, 2016 to October 1, 2017**LIMITS:**

		Yes	No	Differences/Explanations
\$ 25,000,000	Comprehensive Including Production Machinery			
\$ 250,000	Expediting Expenses			
\$ 250,000	Hazardous Substance			
\$ 250,000	Ammonia Contamination			
\$ 100,000	Water Damage			
<b>Included</b>	Business Income			
\$ 250,000	Spoilage			

Provide an option for \$100,000,000 Limit

**DEDUCTIBLES:**

		Yes	No	Differences/Explanations
\$ 10,000	Combined All Direct Coverages			
<b>48 Hours</b>	Business Income/Extra Expense			
<b>48 Hours</b>	Off Premises Service Interruption			

**TERMS & CONDITIONS:**

	Yes	No	Differences/Explanations
Comprehensive Equipment Coverage Including Production Machines			
Coverage Includes Accidental Breakdown of Heating or Process Boilers, Pressure Vessels, Electrical Equipment, Air Conditioning and Refrigeration Equipment			
Include Perishable Goods - \$100,000			
CFC Refrigerants - \$100,000			
Extended Business Income: <b>30</b> Days			
Newly Acquired Locations: <b>180</b> Days			
\$1,000,000			
Errors in Description			
Off Premises Property Damage - \$25,000			
Extra Expense – \$500,000			
Service Interruption – \$1,000,000			
Contingent Business Income - \$25,000			
Demolition - \$100,000			
Ordinance or Law - \$100,000			
Data and Media - \$1,000,000			
Computer Equipment – Included			
Consequential Loss - \$100,000			

**PREMIUM:**

\$ 25,000,000 Limit \_\_\_\_\_  
 \$ 100,000,000 Limit \_\_\_\_\_

**1.7 Specifications General Liability****ATTACHMENT:** October 1, 2016 to October 1, 2017**LIMITS:**

		Yes	No	Differences/Explanations
<b>\$100,000</b>	Bodily Injury Per Person			
<b>\$300,000</b>	Bodily Injury Per Accident			
<b>\$100,000</b>	Property Damage			
<b>\$100,000</b>	Personal Advertising Injury, Per Claim			
<b>\$300,000</b>	Personal Advertising Injury Aggregate			
<b>\$50,000</b>	Damage to Premises			
<b>\$100,000</b>	Employee Benefits Liability Each Wrongful Act			
<b>\$300,000</b>	Employee Benefits Total Limit			
<b>\$1,000</b>	Deductible Each Occurrence			

Provide an option with \$10,000 and \$25,000 deductibles

**TERMS & CONDITIONS:**

	Yes	No	Differences/Explanations
Premises and Operations			
Products and Completed Operations			
Contractual Liability - Host Liquor			
Incidental Medical Malpractice			
Watercraft (Explain Length Limitation)			
Employee Benefits Liability <b>\$1,000</b> Deductible Each Claim			
Broad Form Named Insured			
Amended Notice of Cancellation to <b>90</b> Days; Nonpayment Remains at <b>10</b> Days			
Unintentional Errors & Omissions In Form			
Defense Cost Outside Limits/Aggregate			
Aggregate Limit Applies Per Premises			
Blanket Waiver of Subrogation where required by contract			
Blanket Additional Insured where required by contract			
Abuse and Molestation Coverage			

**1.8 Specifications General Liability (Continued)**

	Yes	No	Differences/Explanations
Revised Notice of Claim Requirement (Knowledge of Occurrence)			
Herbicide and Pesticide Application Pollution Liability			
Terrorism Coverage Included			
Care, Custody and Control			
Employees as Insureds			
Volunteers Included as Insureds			
Pay on Behalf			
Punitive Damages			
Mobile Equipment Liability			
Pollution Liability			
Suits from Parks and Recreational Activities			

**PREMIUM:**

\$ 1,000 Deductible \_\_\_\_\_

\$10,000 Deductible \_\_\_\_\_

\$25,000 Deductible \_\_\_\_\_

**1.9 SPECIFICATIONS CYBER / DATA BREACH****ATTACHMENT:** October 1, 2016 to October 1, 2017**LIMITS:**

		Yes	No	Differences/Explanations
<b>\$1,000,000</b>	Security & Privacy Liability Limit			
<b>\$1,000,000</b>	Regulatory Action Limit			
<b>\$1,000,000</b>	Event Management			
<b>\$1,000,000</b>	Cyber Extortion			
<b>\$50,000</b>	Deductible Per Claim			

**TERMS & CONDITIONS:**

	Yes	No	Differences/Explanations
Notice, Credit Monitoring, Forensics Investigations and Public Relations Included?			
Claims Made Form			
PCI-DSS Assessment Coverage Endorsement – Sublimit			
Control Group Definition Amendatory Endorsement (Amending List of Officers; Non-Administrative Personnel)			
Economic Sanctions Endorsement			
E-Discovery Consultant Services Coverage Endorsement			
Criminal Reward Coverage Extension			
Amended Notice of Cancellation to <b>90</b> Days; Nonpayment Remains at <b>10</b> Days			
Notice of Claim Provision Amendatory Endorsement (Sixty-Day Post Policy Reporting Period)			
Choice of Panel Counsel Endorsement			
Cyber Terrorism Included			
Confidential Information to Include Third Party Company Data			
No Encryption Exclusion			
Data Restoration to be included in the definition of a loss			

**PREMIUM:**

\$ 50,000 Deductible \_\_\_\_\_

**1.10 Law Enforcement Liability****ATTACHMENT:** October 1, 2016 to October 1, 2017**LIMITS:**

Limit	Description	Yes	No	Differences/Explanations
\$2,000,000	Aggregate			
\$2,000,000	Per Wrongful Act			

**DEDUCTIBLES:**

Deductible	Description	Yes	No	Differences/Explanations
\$25,000	Per Occurrence			

Option for \$50,000 and \$100,000 Deductibles

**TERMS & CONDITIONS:**

Description	Yes	No	Differences/Explanations
Insured Includes: Williamson County & County Law Enforcement, Elected/Appointed Officials, Employees, Volunteers, Williamson County Boards			
Occurrence Form			
Pay on Behalf of Basis			
Defense Costs in Addition to the Limit			
Right and Duty to Defend			
Personal Injury and Property Damage Coverage			
Libel, Slander, Wrongful Entry, Discrimination, False Arrest, Violation of Civil Rights, Bodily Injury, False Imprisonment, Invasion of Privacy, Unlawful Prosecution, Humiliation			
Damage to The Property of Others, Loss of Damaged Property, Loss of Use of Undamaged Property			
Coverage for Assisting Other Political Subdivisions			
Coverage for Intentional Acts			
Coverage for Sexual Abuse & Molestation			
Coverage for Punitive Damages			
Coverage for Moonlighting			
Personal Property of Others at Time of Arrest			
Coverage for Commandeered Vehicles			
Criminal Acts			
Negligence, Errors or Omissions, Breach of Contract			
Terrorism Coverage Included			

**PREMIUM:**

\$ 25,000 Deductible \_\_\_\_\_  
 \$ 50,000 Deductible \_\_\_\_\_  
 \$100,000 Deductible \_\_\_\_\_

**1.11 Public Officials/Employment Practices Liability****ATTACHMENT:** October 1, 2016 to October 1, 2017**LIMITS:**

Limit	Description	Yes	No	Differences/Explanations
\$2,000,000	Aggregate			
\$2,000,000	Per Wrongful Act			
\$2,000,000	EPL - Aggregate			
\$2,000,000	EPL - Per Wrongful Act			

**DEDUCTIBLES:**

Deductible	Description	Yes	No	Differences/Explanations
\$25,000	Per Occurrence			

**RETROACTIVE DATE:**

Date	Description	Yes	No	Differences/Explanations
9/1/2013	Retroactive Date			

**TERMS & CONDITIONS:**

Description	Yes	No	Differences/Explanations
Insured Includes: Williamson County, Elected/Appointed Officials, Employees, Volunteers, Williamson County Boards			
Pay on Behalf of Basis			
Defense Costs in Addition to the Limits			
Coverage for Punitive Damages			
Back Wages			
Future Wages			
Violation of Civil Rights			
Right and Duty to Defend			
Sexual Misconduct, Discrimination & Mental Injury			
Administrative Hearings			
Intentional Acts			
Extended Reporting Period			
Defense for Non-Monetary Damages			
Personal Injury including Employees			
Employee Discrimination			
Wrongful Termination			
Retaliation			
Bodily Injury, Libel, Slander, Defamation			
Employee Harassment			
Negligence, Errors or Omissions, Breach of Contract			
Interest on Judgments			
Terrorism Coverage Included			

**PREMIUM:**

\$ 25,000 Deductible \_\_\_\_\_

**1.12 Specifications Business Auto Mobile****ATTACHMENT:** October 1, 2016 to October 1, 2017**LIMITS:**

<b>Liability</b>		<b>Yes</b>	<b>No</b>	<b>Differences/Explanations</b>
<b>\$100,000</b>	Per Person Bodily Injury			
<b>\$300,000</b>	Per Occurrence Bodily Injury			
<b>\$100,000</b>	Per Occurrence Property Damage Symbol 1			
<b>\$5,000</b>	Deductible			

**Option: \$100,000/\$300,000/\$100,000/Uninsured/Underinsured Motorists**

<b>Hired Car Physical Damage</b>				<b>Differences/Explanations</b>
<b>\$50,000</b>	Maximum per vehicle			
<b>\$2,500</b>	Comprehensive Deductible – Buses Only			
<b>\$2,500</b>	Comprehensive Deductible – All Other Vehicles			
	Collision Deductible			
<b>Physical Damage to Owned Units</b>				
<b>\$2,500</b>	Comprehensive Deductible – Buses Only			
<b>\$2,500</b>	Comprehensive Deductible – All Other Vehicles			
	Collision Deductible			
<b>Garagekeepers</b>				
<b>\$30,000</b>	Maximum per vehicle			
<b>\$2,500</b>	Comprehensive Deductible – All Other Vehicles			
<b>\$2,500</b>	Collision Deductible			

**1.13 Specifications Business Auto Mobile (Continued)**

**TERMS & CONDITIONS:**

	Yes	No	Differences/Explanations
Business Automobile – Texas			
Hired & Non-Owned Automobile Liability			
Ninety (90) Day Notice of Cancellation, except Ten (10) days for non-payment of premium			
Symbol "1" Liability and Physical Damage			
Revised Notice of Claim Requirement (Knowledge of Occurrence)			
Broad Named Insured			
Inadvertent Errors & Omissions			
Hired Autos Specified as Covered Autos You Own			
Garagekeepers			
Terrorism Coverage Included			
Does your carrier/pool exclude or limit Liability Insurance coverage for permissive use of District-Owned Vehicles by third party vendors/contractors?			
Coverage apply automatically to vehicles acquired during policy term and premium for deletions and additions determined at end of year audit?			
Blanket Additional Insured where required by contract			
Blanket Waiver of Subrogation where required by contract			
Deletion of contractual liability exclusion for the hired car exposure?			
Coverage applies to mobile equipment being transported by a covered vehicle?			
Electronic Equipment Coverage if permanently attached to vehicle?			
Punitive Damages			

**PREMIUM:**

Automobile Liability \_\_\_\_\_  
 Automobile Physical Damage \_\_\_\_\_  
 Uninsured/Underinsured Motorist \_\_\_\_\_  
 Number of Autos Quoted for AL \_\_\_\_\_  
 Number of Autos Quoted for APD \_\_\_\_\_

**1.14 Specifications Crime****ATTACHMENT:** October 1, 2016 to October 1, 2017**LIMITS:**

		Yes	No	Differences/Explanations
\$ 100,000	Public Employee Dishonesty			
\$ 100,000	Faithful Performance			
\$ 100,000	Money & Securities (Inside/Outside)			
\$ 100,000	Forgery & Alteration			
\$ 100,000	Robbery or Safe Burglary (Inside/Outside)			
\$ 100,000	Computer Fraud			
\$ 100,000	Funds Transfer Fraud			
\$ 100,000	Money Orders and Counterfeit Paper Currency			

**DEDUCTIBLES:**

		Yes	No	Differences/Explanations
\$ 1,000	Each Occurrence			

**TERMS &  
CONDITIONS:**

	Yes	No	Differences/Explanations
Coverage includes loss of funds of others in the custody of the County			
Public Employees bond coverage applies to all employers and appointed or elected officials?			
Punitive Damages			
Terminated Employees covered for ninety (90) days after termination of service			
Treasurer, Tax Collector and Tax Office are Included			

**PREMIUM:**

\$ 1,000 Deductible \_\_\_\_\_

## 1.15 Premium Summary

Line of Coverage	Premium	Limit	Deductible	Carrier
Property				
Boiler & Machinery				
General Liability				
Cyber/Data Breach				
Law Enforcement Liability				
Public Officials Liability				
Automobile Liability				
Automobile Physical Damage				
Crime				
Fees (If Any)				
<b>Total Premium</b>				

**1.16 Self-Insurance Pools and Cooperatives**

- 1.16.1 What is your pool rating, AM Best Rating, or S & P Rating?
- 1.16.2 Is the pool reviewed annually by the Texas Department of Insurance (TDI)?
- 1.16.3 Does TDI Insurer Insolvency Fund protect your pool?
- 1.16.4 Is your pool reviewed and rated by an independent agency?
- 1.16.5 Provide a copy of your excess insurance policy, disclosing aggregate claim limits for all members.
- 1.16.6 Provide a copy of your last two independent audited financial reports.
- 1.16.7 Provide explanation and details about the pool's reinsurance program to include names of participating carriers and Shared Loss Fund Attachment points by line of insurance coverage.

## 2. Additional Stipulations

### 2.1 Introduction

The Proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Proposal of each Proposal should be submitted.

### 2.2 Price Proposal

The Respondent must utilize the price sheet form as provided in the Appendix A which will be attached to this RFP. The Price Proposal should be included in each copy of the Proposal if submitted in paper form.

**Note: Any reworked version of the Appendix that is intended to be a substitute and that is provided by a Respondent may be determined as non-responsive, and may, at Williamson County's sole discretion, result in the Respondent's disqualification.**

### 2.3 Proposal Evaluation and Selection

#### 2.3.1 Evaluation/Selection Criteria

All Proposals received by the designated date and time will be evaluated based on the Respondent's Proposal. Other information may be taken into consideration when that information potentially provides an additional benefit to Williamson County, and further helps Williamson County in receiving the services listed in the RFP.

**Respondents' Proposals must meet all mandatory (minimum) requirements in order to be scored. Scoring may also be based on total information gathered by Williamson County at its discretion, including but not limited to respondent's ability to perform "without delay or interference"; respondent's "character, responsibility, integrity, and experience or demonstrated capability; quality of prior work; compliance with laws; and noncompliance with requirements as to submission of relevant information."**

#### 2.3.2 Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge or experience with the services and/or goods being procured hereunder. Those Respondents meeting all requirements and deemed most qualified may receive further evaluation via telephone or in-person interviews with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly on the basis of the initial RFP responses, or in addition, may have interviews with firms to determine its final recommendation. The Evaluation Committee will present its recommendation to the Williamson County Commissioners' Court for approval and award of contract.

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria. Additional scoring may be conducted based upon Respondent's presentation during the interview process and may or may not include previous scores from Proposer's Proposal.

### 2.3.3 Minimum Requirements

Minimum Requirements as set forth in section 1.4 of the Proposal Specifications must be passed in order to be considered for scoring as described in section 2.3.4 following this section

Minimum Requirements	Pass/Fail
Respondents must include the carrier quotes and specimen policies including the endorsements that will be attached to the policy.	
Respondents must indicate whether the quotations are subject to all lines being bound or if some lines of coverage can be purchased individually.	
The specifications must be completed in full for all lines that are being quoted and all variances to the specifications must be explained in detail.	
Self-Insurance Pools must complete and provide the requested information in the 'Self-Insurance Pools and Cooperatives' section.	
Agents must be licensed to conduct business in the State of Texas and provide a copy of the license.	
Agents must provide a certificate evidencing \$1,000,000 Per Occurrence for Errors and Omissions Insurance.	
A.M. Best ratings must be provided for all standard insurance company quotes.	
Respondents must complete Respondent's References. This form must be filled out by the carrier supplying three Public Entity references.	
Must provide all Texas Public Entity Property & Casualty Insurance Clients, with a population size of 25,000 or greater	

### 2.3.4 Graded Evaluation Factors

The following graded evaluation factors will be used to determine how well a Respondent(s) meet(s) the desired performance.

Evaluation Criteria	Total Points Available	Please select a <b>Whole Number</b> from the list provided for each question. (Decimal scoring or unlisted rating scores are not permitted)
1. Policy Limits	5	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements
2. Policy Deductibles	5	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements
3. Texas County Property & Casualty Insurance Clients, with a population size of 25,000 or greater	5	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements
4. Completeness & Responsiveness to RFP Specifications	5	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements
5. Carrier References	5	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements
6. Price (RFP Cost Score): Lowest Respondent's proposal/ Respondent's Proposal x 10 (points)	10	
<b>Total</b>	<b>35</b>	<b>(If interviews are necessary, highest scorers = Proceed to Interviews)</b>

Evaluation Criteria Summary	Total maximum points
Evaluation Criteria 1-5	25 (5 points for each criteria)
Evaluation Criteria 6 (Price)	10 (weighted at 40% of the total maximum points of criteria – 25 x 40% = 10 maximum points)

#### 2.3.4.1 Interviews

Interview scoring (if applicable) will be provided along with invitation to interview candidates. Best and final Offer will be required from all Respondents scheduled for interview, 24 hours prior to interviews.

#### 2.3.5 Additional Evaluation information

Williamson County reserves the right to award a contract for any or all areas of this **RFP**.

It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the County to assure all of the terms, conditions and expectations for satisfactory performance of the services requested herein will be met.

**All contact during the evaluation phase shall be through the Williamson County Purchasing Department only.** Respondent shall neither contact nor lobby evaluators during the evaluation process.

Attempts by Respondent to contact and/or influence members of the Evaluation Committee may result in disqualification of Proposal.

## **2.4 Technical Contact**

Tara Raymore, Senior Director of Human Resources (or successor), Williamson County, 301 SE Inner Loop, Ste 108, Georgetown, TX shall serve as Williamson County's Technical Contact together with the Purchasing Department with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery. The Technical Contact and the Purchasing Department will serve as liaisons between Williamson County Commissioners Court and the Successful Respondent.

## **3. Initial Contract Term**

The Successful Respondent shall provide the goods and/or services described herein for an initial term of twelve (12) months beginning on October 1, 2016 through September 30, 2017

## **4. Contract Extensions**

At the end of the Initial Contract Term, the Commissioners Court reserves the right to extend the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within Williamson County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by Williamson County to be competitive with current market conditions. However, Williamson County may terminate the contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. Any extension will be in twelve (12) month increments for up to an additional thirty-six (36) months, with the terms and conditions remaining the same. The total period of the contract, including all extensions will not exceed a maximum combined period of forty-eight (48) months. The extension of the contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Respondent may elect to terminate the contract, with no additional liability to the County. The County and the Respondent agree that termination shall be the Respondent's sole remedy under this circumstance.

## **5. Workers' Compensation Coverage Requirements**

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

## **6. 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.

**7. Tentative Schedule**

<b>Event</b>	<b>Date</b>
RFP released in BidSync	06/28/16
Risk Assessment /Pre-Proposal Conference	7/20/2016 2:00PM
Deadline for RFP questions	07/27/16 5:00PM
RFP final responses due	08/02/16 10:00AM
Notification of finalists /BAFO	TBD
Contract awarded	09/20/16
Contract effective date	10/01/16

# **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:

1. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials
2. The least amount of plastic/laminate or other non-recyclable binding materials
3. 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.);

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 Certificate of Interested Parties

As of January 1, 2016, Respondents are responsible for complying with the Texas Government Code Section 2252.908. The law states that Williamson County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to Williamson County at the time the Respondent submits the signed contract to Williamson County.

The disclosure requirement applies to any contract of Williamson County entered into on or after January 1, 2016 that either:

1. requires an action or vote by the Commissioners Court (all contracts that fall under the jurisdiction of Commissioners Court approval such as contracts resulting from an IFB, RFP, RFQ etc. excluding but not limited to certain Juvenile Services contracts, contracts funded with Sheriff's seized funds monies etc.) before the contract may be signed
2. has a value of at least \$1 million.

**Note: Since the majority of contracts with Williamson County require approval by the Commissioners Court, this form will most likely be required to be supplied.**

On January 1, 2016, the Texas Ethics Commission made available on its website a new filing application that must be used to file Form 1295.

Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A Respondent must:

1. use the online application to process the required information on Form 1295
2. print a copy of the form which will contain a unique certification number
3. an authorized agent of the Respondent must sign the printed copy of the form
4. and have the form notarized
5. the completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Williamson County at the time the signed contract is submitted for Commissioners Court approval.

After Commissioners Court award of the contract, Williamson County must:

1. notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.

## 1.7 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.

## 1.8 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](http://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."

## 2.1 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.

## 2.2 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.

## 2.3 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.

## 2.4 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County.

## 2.5 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.

## 2.6 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.

## 2.7 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.

## 2.8 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.

## 2.9 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.

## 2.10 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.

## 2.11 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.

## 2.12 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.

## 2.13 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.

## 2.14 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.

## 2.15 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.

## 3.1 DEFINITIONS, TERMS AND CONDITIONS

### 3.2 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.

### **3.3 TERMS AND CONDITIONS**

#### **3.3.1 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.

#### **3.3.2 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 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.

#### **3.3.3 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.

#### **3.3.4 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.

#### **3.3.5 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.

#### **3.3.6 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.

#### **3.3.7 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.

### 3.3.8 Termination

- a) **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.
- b) **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon ninety (90) calendar day's written notice to Successful Respondent. 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 be 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.

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 r e q u i r e d 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:

- Name, address, and telephone number of Successful Respondent and similar information in the event the payment is to be made to a different address
- County contract, Purchase Order, and/or delivery order number
- Identification of items or service as outlined in the Contract
- Quantity or quantities, applicable unit prices, total prices, and total amount
- 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](mailto: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.

## PRICE SHEET APPENDIX A

### RISK POLICIES FOR WILLIAMSON COUNTY TO INCLUDE PROPERTY/EQUIPMENT, BOILER & MACHINERY, GENERAL LIABILITY, CYBER/DATA BREACH, LAW ENFORCEMENT LIABILITY, PUBLIC OFFICIALS LIABILITY, AUTOMOBILE LIABILITY, AUTOMOBILE PHYSICAL DAMAGE & CRIME

#### THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

The undersigned Respondent, having become familiar with this RFP agrees to furnish the services and/or goods in accordance with this RFP at the following rate(s).

#### PROPERTY

**POLICY TERM:** October 1, 2016 to October 1, 2017

**TOTAL INSURABLE VALUES:** \$ **266,930,000** (Building Contents, Portables, Miscellaneous Equipment)

#### LIMITS:

		Yes	No	Differences/Explanations
\$ 266,930,000	Blanket Buildings & Personal Property			
\$ 5,926,425	Mobile Equipment			
\$ 5,000,000	Blanket Computer Hardware, Software & Media			
\$ 1,500,000	Extra Expense/Gross Earnings			
\$ 30,000	Law Enforcement Animals			

#### CURRENT PER OCCURRENCE DEDUCTIBLES:

		Yes	No	Differences/Explanations
\$ 10,000	All Perils, Except:			
\$ 25,000	Earthquake			
\$ 10,000	Wind & Hail			
\$ 25,000	Flood			
48 Hours	Off Premises Power			
\$ 1,000	Law Enforcement Animals			
\$ 1,000	Mobile Equipment			

Quote Deductible options as above and \$25,000 option.

**PROPERTY (Continued)****VALUATION &  
COINSURANCE:**

		Yes	No	Differences/Explanations
<b>Replacement Cost – Agreed Amount</b>	Buildings & Contents			
<b>Actual Loss Sustained – Agreed Amount</b>	Loss of Income			

**SUBLIMITS:**

		Yes	No	Differences/Explanations
<b>\$ 10,000,000</b>	Flood – Annual Agg			
<b>\$ 10,000,000</b>	Earthquake – Annual Agg			
<b>\$ 2,000,000</b>	Demolition & Increased Cost of Construction			
<b>\$ 2,500,000</b>	Newly Acquired Property – 90 Day Reporting Period Including \$100,000 Any One Piece of Rental Mobile/Contractors Equipment			
<b>\$ 1,500,000</b>	Extra Expense/Gross Earnings			
<b>30 Days</b>	30 Days of Ordinary Payroll			
<b>\$ 1,000,000 / 30 Days</b>	Civil Authority			
<b>\$ 500,000</b>	Off-Premises Service Interruption			
<b>\$ 250,000</b>	Research & Development Expense			
<b>\$ 250,000</b>	Ingress/Egress – 30 Days			
<b>\$ 100,000</b>	Tax Treatment			
<b>\$ 1,000,000</b>	Emergency Vacating Expense			
<b>\$ 1,000,000 / 180 Days</b>	Extended Period of Indemnity			
<b>\$ 500,000</b>	Accounts Receivable			
<b>\$ 2,500,000</b>	Unnamed Locations			
<b>\$ 2,500,000</b>	Unintentional Errors & Omissions			
<b>\$ 500,000</b>	Transit			
<b>Less of 25% of Loss or \$2,500,000</b>	Debris Removal			
<b>\$ 500,000</b>	Off Premises Power (48 Hour Interruption Including Transmission Lines, Distribution Lines & Sewer)			
<b>\$ 1,000,000</b>	Unscheduled Personal Property			
<b>\$ 1,000,000</b>	Pollution Cleanup & Removal – Annual Aggregate			
<b>\$ 25,000</b>	Loss Adjustment Expense – Annual Aggregate			
<b>\$ 1,000,000</b>	Unscheduled Contents & Equipment			

		Yes	No	Differences/Explanations
<b>100,000</b>	Arson, Theft & Vandalism Rewards			
<b>Included</b>	Backup of Sewers, Drains & Sumps			
<b>Included</b>	Computer Virus Extraction			
<b>Included</b>	Consequential Damage			
<b>Included</b>	Damage by Water, Other Liquid, Powder or Molten Material			
<b>Included</b>	Employee Dishonesty			
<b>\$ 1,000,000</b>	Fine Arts			
<b>\$ 100,000</b>	Fire Department Service Charge			
<b>Included</b>	Forgery or Alteration			
<b>Included</b>	Forgery or Alteration – Legal Expenses			
<b>Included</b>	Foundations & Underground Pass			
<b>Included</b>	Inventory & Appraisal			
<b>\$ 100,000</b>	Lock & Key Replacement			
<b>\$ 100,000</b>	Money & Securities – Inside & Outside Premises			
<b>Included</b>	Outdoor Property			
<b>\$ 100,000</b> <b>Subject to</b> <b>\$5,000 for Any</b> <b>One Tree or</b> <b>Shrub</b>	Outdoor Trees, Shrubs & Plants			
<b>Included</b>	Personal Property @ Unscheduled Locations			
<b>Included</b>	Preservation of Property (180 Days)			
<b>Included</b>	Spoilage			
<b>Included</b>	Tenant Glass			
<b>Included</b>	Theft Damage to Building			
<b>Included</b>	Underground Water Seepage			
<b>\$ 1,000,000</b>	Valuable Papers & Records			
<b>\$ 2,500,000</b>	Newly Acquired Property			
<b>\$ 1,000,000</b>	Personal Property of Others			
<b>\$ 100,000</b>	Professional Fees			
<b>\$ 500,000</b>	Expediting Expenses			
<b>\$ 250,000</b>	Pavements & Roadways			
<b>\$ 250,000</b>	Installation Floater			
<b>Included</b>	Fungus, Mold or Mildew			
<b>\$ 100,000</b>	Deferred Payment			
<b>\$ 100,000</b>	Arson or Theft Reward			
<b>\$ 500,000</b>	Tenants Legal Liability & Expense			
<b>\$ 2,500,000</b>	Soft Costs			
<b>\$ 2,000,000</b>	Unscheduled Outdoor Property			
<b>\$ 2,000,000</b>	Unscheduled Turfs/Fields/Tracks			
<b>\$ 2,000,000</b>	Wind-Driven Rain			
<b>\$ 100,000</b>	Contingent Tax Revenue Interruption			
<b>\$ 500,000</b>	Decontamination Costs			
<b>\$ 1,000,000</b>	Mold – Valuable Papers, Records & EDP Media			

		Yes	No	Differences/Explanations
<b>Total Covered Value Not to Exceed \$500,000 Any One Location</b>	Piers, Docks, Pilings, Bulbheads and Wharves			
<b>\$ 250,000</b>	Airport Runways – Any One Location			
<b>\$ 1,000,000</b>	Temporary Removal – for the Purpose of being Repaired or Serviced			
<b>\$ 250,000 / \$ 1,500,000 Agg.</b>	Any Watercraft, 27 Feet or Less in Length			

**TERMS & CONDITIONS:**

		Yes	No	Differences/Explanations
	All Risks of Direct Physical Loss Coverage including Flood & Earthquake			
	Blanket Real Property, Personal Property & Extra Expense			
	Blanket Electronic Hardware, Software, Media & Extra Expense with Broaden EDP Perils			
	Amend Notice of Cancellation to 90 Days, except 10 Days for Nonpayment of premium			
	Revised Notice of Claim Requirement (Knowledge of Occurrence)			
	Joint Loss Agreement			
	Manuscript Form to Apply			
	If Blanket Coverage is not available, a 25% Margin Clause should be included			
	Flood Zone determination in effect at the 09/01/16 inception date of the policy will apply throughout the entire policy term. If a location does not have a flood zone at the inception date, the flood zone will be determined at time of loss.			
	Carrier must agree to Williamson County being the place of venue.			
	Windstorm Included?			
	Terrorism Included?			

**PREMIUM:**

**\$10,000 Deductible** \_\_\_\_\_  
**\$25,000 Deductible** \_\_\_\_\_

**BOILER AND MACHINERY****ATTACHMENT:** October 1, 2016 to October 1, 2017**LIMITS:**

		Yes	No	Differences/Explanations
\$ 25,000,000	Comprehensive Including Production Machinery			
\$ 250,000	Expediting Expenses			
\$ 250,000	Hazardous Substance			
\$ 250,000	Ammonia Contamination			
\$ 100,000	Water Damage			
<b>Included</b>	Business Income			
\$ 250,000	Spoilage			

Provide an option for \$100,000,000 Limit

**DEDUCTIBLES:**

		Yes	No	Differences/Explanations
\$ 10,000	Combined All Direct Coverages			
48 Hours	Business Income/Extra Expense			
48 Hours	Off Premises Service Interruption			

**TERMS & CONDITIONS:**

	Yes	No	Differences/Explanations
Comprehensive Equipment Coverage Including Production Machines			
Coverage Includes Accidental Breakdown of Heating or Process Boilers, Pressure Vessels, Electrical Equipment, Air Conditioning and Refrigeration Equipment			
Include Perishable Goods - \$100,000			
CFC Refrigerants - \$100,000			
Extended Business Income: 30 Days			
Newly Acquired Locations: 180 Days			
\$1,000,000			
Errors in Description			
Off Premises Property Damage - \$25,000			
Extra Expense – \$500,000			
Service Interruption – \$1,000,000			
Contingent Business Income - \$25,000			
Demolition - \$100,000			
Ordinance or Law - \$100,000			
Data and Media - \$1,000,000			
Computer Equipment – Included			
Consequential Loss - \$100,000			

**PREMIUM:**

\$ 25,000,000 Limit \_\_\_\_\_  
 \$ 100,000,000 Limit \_\_\_\_\_

**GENERAL LIABILITY****ATTACHMENT:** October 1, 2016 to October 1, 2017**LIMITS:**

		Yes	No	Differences/Explanations
<b>\$100,000</b>	Bodily Injury Per Person			
<b>\$300,000</b>	Bodily Injury Per Accident			
<b>\$100,000</b>	Property Damage			
<b>\$100,000</b>	Personal Advertising Injury, Per Claim			
<b>\$300,000</b>	Personal Advertising Injury Aggregate			
<b>\$50,000</b>	Damage to Premises			
<b>\$100,000</b>	Employee Benefits Liability Each Wrongful Act			
<b>\$300,000</b>	Employee Benefits Total Limit			
<b>\$1,000</b>	Deductible Each Occurrence			

Provide an option with \$10,000 and \$25,000 deductibles

**TERMS & CONDITIONS:**

	Yes	No	Differences/Explanations
Premises and Operations			
Products and Completed Operations			
Contractual Liability - Host Liquor			
Incidental Medical Malpractice			
Watercraft (Explain Length Limitation)			
Employee Benefits Liability <b>\$1,000</b> Deductible Each Claim			
Broad Form Named Insured			
Amended Notice of Cancellation to <b>90</b> Days; Nonpayment Remains at <b>10</b> Days			
Unintentional Errors & Omissions In Form			
Defense Cost Outside Limits/Aggregate			
Aggregate Limit Applies Per Premises			
Blanket Waiver of Subrogation where required by contract			
Blanket Additional Insured where required by contract			
Abuse and Molestation Coverage			

**GENERAL LIABILITY (Continued)**

	Yes	No	Differences/Explanations
Revised Notice of Claim Requirement (Knowledge of Occurrence)			
Herbicide and Pesticide Application Pollution Liability			
Terrorism Coverage Included			
Care, Custody and Control			
Employees as Insureds			
Volunteers Included as Insureds			
Pay on Behalf			
Punitive Damages			
Mobile Equipment Liability			
Pollution Liability			
Suits from Parks and Recreational Activities			

**PREMIUM:**

\$ 1,000 Deductible \_\_\_\_\_  
 \$10,000 Deductible \_\_\_\_\_  
 \$25,000 Deductible \_\_\_\_\_

**CYBER / DATA BREACH****ATTACHMENT:** October 1, 2016 to October 1, 2017**LIMITS:**

		Yes	No	Differences/Explanations
<b>\$1,000,000</b>	Security & Privacy Liability Limit			
<b>\$1,000,000</b>	Regulatory Action Limit			
<b>\$1,000,000</b>	Event Management			
<b>\$1,000,000</b>	Cyber Extortion			
<b>\$50,000</b>	Deductible Per Claim			

**TERMS & CONDITIONS:**

	Yes	No	Differences/Explanations
Notice, Credit Monitoring, Forensics Investigations and Public Relations Included?			
Claims Made Form			
PCI-DSS Assessment Coverage Endorsement – Sublimit			
Control Group Definition Amendatory Endorsement (Amending List of Officers; Non-Administrative Personnel)			
Economic Sanctions Endorsement			
E-Discovery Consultant Services Coverage Endorsement			
Criminal Reward Coverage Extension			
Amended Notice of Cancellation to <b>90</b> Days; Nonpayment Remains at <b>10</b> Days			
Notice of Claim Provision Amendatory Endorsement (Sixty-Day Post Policy Reporting Period)			
Choice of Panel Counsel Endorsement			
Cyber Terrorism Included			
Confidential Information to Include Third Party Company Data			
No Encryption Exclusion			
Data Restoration to be included in the definition of a loss			

**PREMIUM:**

\$ 50,000 Deductible \_\_\_\_\_

**LAW ENFORCEMENT LIABILITY****ATTACHMENT:** October 1, 2016 to October 1, 2017**LIMITS:**

Limit	Description	Yes	No	Differences/Explanations
\$2,000,000	Aggregate			
\$2,000,000	Per Wrongful Act			

**DEDUCTIBLES:**

Deductible	Description	Yes	No	Differences/Explanations
\$25,000	Per Occurrence			

Option for \$50,000 and \$100,000 Deductibles

**TERMS & CONDITIONS:**

Description	Yes	No	Differences/Explanations
Insured Includes: Williamson County & County Law Enforcement, Elected/Appointed Officials, Employees, Volunteers, Williamson County Boards			
Occurrence Form			
Pay on Behalf of Basis			
Defense Costs in Addition to the Limit			
Right and Duty to Defend			
Personal Injury and Property Damage Coverage			
Libel, Slander, Wrongful Entry, Discrimination, False Arrest, Violation of Civil Rights, Bodily Injury, False Imprisonment, Invasion of Privacy, Unlawful Prosecution, Humiliation			
Damage to The Property of Others, Loss of Damaged Property, Loss of Use of Undamaged Property			
Coverage for Assisting Other Political Subdivisions			
Coverage for Intentional Acts			
Coverage for Sexual Abuse & Molestation			
Coverage for Punitive Damages			
Coverage for Moonlighting			
Personal Property of Others at Time of Arrest			
Coverage for Commandeered Vehicles			
Criminal Acts			
Negligence, Errors or Omissions, Breach of Contract			
Terrorism Coverage Included			

**PREMIUM:**

\$ 25,000 Deductible \_\_\_\_\_  
 \$ 50,000 Deductible \_\_\_\_\_  
 \$100,000 Deductible \_\_\_\_\_

**PUBLIC OFFICIALS/EMPLOYMENT PRACTICES LIABILITY****ATTACHMENT:** October 1, 2016 to October 1, 2017**LIMITS:**

Limit	Description	Yes	No	Differences/Explanations
\$2,000,000	Aggregate			
\$2,000,000	Per Wrongful Act			
\$2,000,000	EPL - Aggregate			
\$2,000,000	EPL - Per Wrongful Act			

**DEDUCTIBLES:**

Deductible	Description	Yes	No	Differences/Explanations
\$25,000	Per Occurrence			

**RETROACTIVE DATE:**

Date	Description	Yes	No	Differences/Explanations
9/1/2013	Retroactive Date			

**TERMS & CONDITIONS:**

Description	Yes	No	Differences/Explanations
Insured Includes: Williamson County, Elected/Appointed Officials, Employees, Volunteers, Williamson County Boards			
Pay on Behalf of Basis			
Defense Costs in Addition to the Limits			
Coverage for Punitive Damages			
Back Wages			
Future Wages			
Violation of Civil Rights			
Right and Duty to Defend			
Sexual Misconduct, Discrimination & Mental Injury			
Administrative Hearings			
Intentional Acts			
Extended Reporting Period			
Defense for Non-Monetary Damages			
Personal Injury including Employees			
Employee Discrimination			
Wrongful Termination			
Retaliation			
Bodily Injury, Libel, Slander, Defamation			
Employee Harassment			
Negligence, Errors or Omissions, Breach of Contract			
Interest on Judgments			
Terrorism Coverage Included			

**PREMIUM:**

\$ 25,000 Deductible \_\_\_\_\_

**BUSINESS AUTO MOBILE****ATTACHMENT:** October 1, 2016 to October 1, 2017**LIMITS:**

<b>Liability</b>		<b>Yes</b>	<b>No</b>	<b>Differences/Explanations</b>
<b>\$100,000</b>	Per Person Bodily Injury			
<b>\$300,000</b>	Per Occurrence Bodily Injury			
<b>\$100,000</b>	Per Occurrence Property Damage Symbol 1			
<b>\$5,000</b>	Deductible			

**Option: \$100,000/\$300,000/\$100,000/Uninsured/Underinsured Motorists**

<b>Hired Car Physical Damage</b>				<b>Differences/Explanations</b>
<b>\$50,000</b>	Maximum per vehicle			
<b>\$2,500</b>	Comprehensive Deductible – Buses Only			
<b>\$2,500</b>	Comprehensive Deductible – All Other Vehicles			
	Collision Deductible			
<b>Physical Damage to Owned Units</b>				
<b>\$2,500</b>	Comprehensive Deductible – Buses Only			
<b>\$2,500</b>	Comprehensive Deductible – All Other Vehicles			
	Collision Deductible			
<b>Garagekeepers</b>				
<b>\$30,000</b>	Maximum per vehicle			
<b>\$2,500</b>	Comprehensive Deductible – All Other Vehicles			
<b>\$2,500</b>	Collision Deductible			

**BUSINESS AUTO MOBILE (Continued)**

**TERMS & CONDITIONS:**

	Yes	No	Differences/Explanations
Business Automobile – Texas			
Hired & Non-Owned Automobile Liability			
Ninety (90) Day Notice of Cancellation, except Ten (10) days for non-payment of premium			
Symbol "1" Liability and Physical Damage			
Revised Notice of Claim Requirement (Knowledge of Occurrence)			
Broad Named Insured			
Inadvertent Errors & Omissions			
Hired Autos Specified as Covered Autos You Own			
Garagekeepers			
Terrorism Coverage Included			
Does your carrier/pool exclude or limit Liability Insurance coverage for permissive use of District-Owned Vehicles by third party vendors/contractors?			
Coverage apply automatically to vehicles acquired during policy term and premium for deletions and additions determined at end of year audit?			
Blanket Additional Insured where required by contract			
Blanket Waiver of Subrogation where required by contract			
Deletion of contractual liability exclusion for the hired car exposure?			
Coverage applies to mobile equipment being transported by a covered vehicle?			
Electronic Equipment Coverage if permanently attached to vehicle?			
Punitive Damages			

**PREMIUM:**

Automobile Liability \_\_\_\_\_  
 Automobile Physical Damage \_\_\_\_\_  
 Uninsured/Underinsured Motorist \_\_\_\_\_  
 Number of Autos Quoted for AL \_\_\_\_\_  
 Number of Autos Quoted for APD \_\_\_\_\_

**CRIME****ATTACHMENT:** October 1, 2016 to October 1, 2017**LIMITS:**

		Yes	No	Differences/Explanations
\$ 100,000	Public Employee Dishonesty			
\$ 100,000	Faithful Performance			
\$ 100,000	Money & Securities (Inside/Outside)			
\$ 100,000	Forgery & Alteration			
\$ 100,000	Robbery or Safe Burglary (Inside/Outside)			
\$ 100,000	Computer Fraud			
\$ 100,000	Funds Transfer Fraud			
\$ 100,000	Money Orders and Counterfeit Paper Currency			

**DEDUCTIBLES:**

		Yes	No	Differences/Explanations
\$ 1,000	Each Occurrence			

**TERMS &  
CONDITIONS:**

	Yes	No	Differences/Explanations
Coverage includes loss of funds of others in the custody of the County			
Public Employees bond coverage applies to all employers and appointed or elected officials?			
Punitive Damages			
Terminated Employees covered for ninety (90) days after termination of service			
Treasurer, Tax Collector and Tax Office are Included			

**PREMIUM:**

\$ 1,000 Deductible \_\_\_\_\_

# 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.**

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.**



**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.**

# Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

## Reference 1

Client Name:	Location:
<input type="text"/>	<input type="text"/>

Contact Name:	Title:
<input type="text"/>	<input type="text"/>

Phone:	E-mail
<input type="text"/>	<input type="text"/>

Contract Date To:	Contract Date From:	Contract Value: \$
<input type="text"/>	<input type="text"/>	<input type="text"/>

Scope of Work:

5  
6

## Reference 2

Client Name:	Location:
<input type="text"/>	<input type="text"/>

Contact Name:	Title:
<input type="text"/>	<input type="text"/>

Phone:	E-mail
<input type="text"/>	<input type="text"/>

Contract Date To:	Contract Date From:	Contract Value: \$
<input type="text"/>	<input type="text"/>	<input type="text"/>

Scope of Work:

5  
6

**Reference 3**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

# 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 of Respondent:

Address of Respondent:

Email:

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 \_\_\_\_\_

**SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.**

Williamson County - Auto Schedule								
Vehicle #	Department	Year	Vehicle Class Code	Make	Model	VIN	Cost	New Value
1	911 Coordinator	2016	014990 - Light Truck-Local 0-10K GVW	Ford	EXPLORER	1FM5K8AR1GG889153		\$30,389.00
2	911 Coordinator	2004	648100 - Buses-Soc. Srvc. Auto 1-8 Seats	Ford	F350 CLUB	1FTWV33P64E87355		
3	911 Coordinator	2008	014990 - Light Truck-Local 0-10K GVW	Dodge	DURANGO	1D8H48N88F133328		
4	911 Coordinator	2012	014990 - Light Truck-Local 0-10K GVW	Dodge	3500 CREW CAB	3C63D3HL6CG109376		\$25,000.00
5	911 Coordinator	2012	214990 - Med/Heavy Truck-Local 10-45K GVW	Freightliner	M2	1FVACXBST7CHB9020		\$900,000.00
6	911 Coordinator	2003	014990 - Light Truck-Local 0-10K GVW	Chevrolet	1500	1GCEC19V93Z267946		
7	911 Coordinator	2012	684990 - Trailers-Local > 2000 lbs	Other	TXWEWT817TA3	5NHJW7T29CY014782		\$4,000.00
8	Adult Probation/Community Supervisor	2002	014990 - Light Truck-Local 0-10K GVW	Chevrolet	1500	1GCEC19V42Z282532		
9	Animal Control	2015	648100 - Buses-Soc. Srvc. Auto 1-8 Seats	Ford	TRANSIT VAN	1FTNE9ZMMFKB00623		\$22,665.00
10	Animal Control	2007	007912 - Law Enforcement Other Emergency	Chevrolet	G2500	1GCGS25V471128711		
11	Computer / Information Systems	2015	014990 - Light Truck-Local 0-10K GVW	Ford	EXPLORER	1FM5K7B85FGC27224		\$25,591.00
12	Computer / Information Systems	2015	014990 - Light Truck-Local 0-10K GVW	Ford	EXPLORER	1FM5K7B87FGC27225		\$25,211.00
13	Computer / Information Systems	2008	014990 - Light Truck-Local 0-10K GVW	Ford	ESCAPE	1FMCU02Z68KC97915		
14	Computer / Information Systems	2011	014990 - Light Truck-Local 0-10K GVW	Ford	ESCAPE	1FMCU0D71BKA99357		\$21,000.00
15	Computer / Information Systems	2014	014990 - Light Truck-Local 0-10K GVW	Ford	ESCAPE	1FMCU0F74EUC00980		\$19,717.00
16	Computer / Information Systems	2014	014990 - Light Truck-Local 0-10K GVW	Ford	ESCAPE	1FMCU0F76EUC00981		\$19,704.00
17	Computer / Information Systems	2014	014990 - Light Truck-Local 0-10K GVW	Ford	ESCAPE	1FMCU0F78EUC00979		\$19,732.00
18	Computer / Information Systems	2014	014990 - Light Truck-Local 0-10K GVW	Ford	ESCAPE	1FMCU0F78EUC00982		\$19,705.00
19	Computer / Information Systems	2014	014990 - Light Truck-Local 0-10K GVW	Ford	ESCAPE	1FMCU0F7XUUC00983		\$19,707.00
20	Computer / Information Systems	2002	014990 - Light Truck-Local 0-10K GVW	Ford	EXPLORER	1FMZU62E6Z2B03277		
21	Computer / Information Systems	2004	014990 - Light Truck-Local 0-10K GVW	Ford	F150 XCAB	2FTRX17W04CA42332		
22	County Attorney	2016	014990 - Light Truck-Local 0-10K GVW	Ford	EXPLORER	1FM5K8AR1GG897446		\$27,400.00
23	County Attorney	2014	014990 - Light Truck-Local 0-10K GVW	Ford	EXPLORER POLICE	1FM5K8AR3EG654465		\$25,877.00
24	County Attorney	2010	001303 - Private Passenger	Dodge	CHARGER	2B3AA43R7H714418		\$24,000.00
25	County Attorney	2007	001303 - Private Passenger	Dodge	CHARGER	2B3KA43R27H714419		
26	County Attorney	2006	001303 - Private Passenger	Chevrolet	IMPALA	2G1WB58K269143627		
27	County Attorney	2004	001303 - Private Passenger	Chevrolet	IMPALA	2G1WF55K849428662		
28	District Attorney	2013	001303 - Private Passenger	Ford	POLICE INTERCEPT	1FAHP2M87D3188622		\$24,215.00
29	District Attorney	2007	001303 - Private Passenger	Dodge	CHARGER	2B3KA43R07H714418		
30	District Attorney	2015	001303 - Private Passenger	Dodge	CHARGER	2C3CDXAG4FH730122		\$22,760.00
31	District Attorney	2015	001303 - Private Passenger	Dodge	CHARGER	2C3CDXAG6FH730123		\$22,760.00
32	District Attorney	2014	001303 - Private Passenger	Dodge	CHARGER	2C3CDXAT6EH190963		\$24,860.00
33	District Attorney	2004	001303 - Private Passenger	Ford	CROWN VICTORIA	2FAFP71W64X12117		
34	District Attorney	2016	014990 - Light Truck-Local 0-10K GVW	Ford	EXPLORER	1FM5K8AR6GGC26360		28408
35	Elections	2008	014990 - Light Truck-Local 0-10K GVW	Chevrolet	G3500	1GBHG31C181227877		
36	Elections	2010	014990 - Light Truck-Local 0-10K GVW	Chevrolet	G1500	1GCUAG46A1108666		\$42,000.00
37	Emergency Management	2013	014990 - Light Truck-Local 0-10K GVW	Chevrolet	2500 Crew Cab Pickup Truck	1GC1KVC9GDF218530		\$25,537.00
38	Emergency Management	2002	014990 - Light Truck-Local 0-10K GVW	Chevrolet	1500 XCAB	1GCEC19V2Z280519		
39	Emergency Management	2017	684990 - Trailers-Local > 2000 lbs	Other	RF6122	1W4200E2172058483		
40	EMS	2014	694990 - Serv/Utility Trailer 0-2000 lb	Other	BIG	16VAX12182057655		
41	EMS	2013	007914 - All Ambulances	Ford	F450 AMB	1FDUF4GT0DEA93632		\$210,600.00
42	EMS	2013	007914 - All Ambulances	Ford	F450 AMB	1FDUF4GT1DEA81179		\$210,600.00
43	EMS	2015	007914 - All Ambulances	Ford	F450 Ambulance	1FDUF4GT1FEC83345		\$276,000.00
44	EMS	2015	007914 - All Ambulances	Ford	F450 AMB	1FDUF4GT1FEC99657		\$106,845.00
45	EMS	2013	007914 - All Ambulances	Ford	F450 AMB	1FDUF4GT2DEB89228		\$210,600.00
46	EMS	2015	007914 - All Ambulances	Ford	F450 Ambulance	1FDUF4GT2FEC73052		\$276,000.00
47	EMS	2014	007914 - All Ambulances	Ford	F450 AMBULANCE	1FDUF4GT3EEB80832		\$242,400.00
48	EMS	2015	007914 - All Ambulances	Ford	F450 Ambulance	1FDUF4GT3FEC99658		\$276,000.00
49	EMS	2012	007914 - All Ambulances	Ford	F450 AMB	1FDUF4GT5CEA98517		\$181,150.00
50	EMS	2013	007914 - All Ambulances	Ford	F450 AMBULANCE	1FDUF4GT5DEA51960		\$210,600.00
51	EMS	2014	007914 - All Ambulances	Ford	AMBULANCE	1FDUF4GT5EEB80833		\$242,400.00
52	EMS	2014	007914 - All Ambulances	Other	AMBULANCE	1FDUF4GT5FEA77610		\$242,000.00
53	EMS	2012	007914 - All Ambulances	Ford	F450 AMB	1FDUF4GT6CEA60696		\$181,150.00
54	EMS	2012	007914 - All Ambulances	Ford	F450 AMB	1FDUF4GT6CEA72069		\$181,150.00
55	EMS	2015	007914 - All Ambulances	Ford	F450 Ambulance	1FDUF4GT6FEC57744		\$276,000.00
56	EMS	2015	007914 - All Ambulances	Ford	F450 Ambulance	1FDUF4GT6FEC99654		\$276,000.00
57	EMS	2015	007914 - All Ambulances	Ford	F450 Ambulance	1FDUF4GT7CEA98518		\$181,150.00
58	EMS	2013	007914 - All Ambulances	Ford	F450 AMBULANCE	1FDUF4GT7DEA51961		\$210,600.00
59	EMS	2014	007914 - All Ambulances	Ford	F450 AMB	1FDUF4GT7EEB80834		\$242,400.00
60	EMS	2014	007914 - All Ambulances	Other	AMBULANCE	1FDUF4GT7FEA77608		\$242,400.00
61	EMS	2012	007914 - All Ambulances	Ford	F450 AMB	1FDUF4GT8CEA13282		\$181,150.00
62	EMS	2012	007914 - All Ambulances	Ford	F450 AMB	1FDUF4GT8CEA60697		\$181,150.00
63	EMS	2013	007914 - All Ambulances	Ford	F450 AMBULANCE	1FDUF4GT8DEA81177		\$210,600.00
64	EMS	2014	007914 - All Ambulances	Ford	F450 AMB	1FDUF4GT8EEA93346		\$242,400.00
65	EMS	2015	007914 - All Ambulances	Ford	F450 Ambulance	1FDUF4GT8FEC99655		\$276,000.00
66	EMS	2011	007914 - All Ambulances	Ford	F450 AMB	1FDUF4GT9BEA87034		\$153,200.00
67	EMS	2013	007914 - All Ambulances	Ford	F450 AMBULANCE	1FDUF4GT9DEA93631		\$210,600.00
68	EMS	2015	007914 - All Ambulances	Other	AMBULANCE	1FDUF4GT9FEA77609		\$276,000.00
69	EMS	2013	007914 - All Ambulances	Ford	F450 AMB	1FDUF4GT9DEA81178		\$210,600.00
70	EMS	2014	007914 - All Ambulances	Ford	F450 AMB	1FDUF4GT9EEA93347		\$242,400.00
71	EMS	2015	007914 - All Ambulances	Ford	F450 AMB	1FDUF4GT9FEC99656		\$106,845.00
72	EMS	2006	007914 - All Ambulances	Ford	EXPEDITION	1FMPU16666LA75588		
73	EMS	2004	014990 - Light Truck-Local 0-10K GVW	Ford	EXCURSION	1FMSU41P14EC84842		\$3,657.00
74	EMS	2002	014990 - Light Truck-Local 0-10K GVW	Ford	EXPLORER	1FMZU62E42UC1588		\$2,166.00
75	EMS	2015	014990 - Light Truck-Local 0-10K GVW	Ford	PICKUP TRUCK	1FTYR1CG7FKA59566		\$26,000.00
76	EMS	2016	001303 - Private Passenger	Chevrolet	MALIBU	1G11ASSA1GU130451		\$18,970.00
77	EMS	2016	001303 - Private Passenger	Chevrolet	MALIBU	1G11ASSA2GU129843		\$18,970.00
78	EMS	2016	001303 - Private Passenger	Chevrolet	MALIBU	1G11ASSA4GU130749		\$18,970.00
79	EMS	2000	007914 - All Ambulances	Chevrolet	G3500	1GAHG39RXY1146048		
80	EMS	2012	014990 - Light Truck-Local 0-10K GVW	Chevrolet	TAHOE	1GNLC2E00CR205429		\$78,000.00
81	EMS	2012	014990 - Light Truck-Local 0-10K GVW	Chevrolet	TAHOE	1GNLC2E01CR301070		\$32,000.00
82	EMS	2013	014990 - Light Truck-Local 0-10K GVW	Chevrolet	TAHOE	1GNLC2E02DR242421		\$38,700.00
83	EMS	2012	014990 - Light Truck-Local 0-10K GVW	Chevrolet	TAHOE	1GNLC2E04CR204834		\$78,000.00
84	EMS	2014	014990 - Light Truck-Local 0-10K GVW	Chevrolet	TAHOE	1GNLC2E05ER194463		\$45,700.00
85	EMS	2012	014990 - Light Truck-Local 0-10K GVW	Chevrolet	TAHOE	1GNLC2E08CR302281		\$78,000.00
86	EMS	2011	014990 - Light Truck-Local 0-10K GVW	Chevrolet	TAHOE	1GNLC2E0XBR226111		\$25,600.00
87	EMS	2012	014990 - Light Truck-Local 0-10K GVW	Chevrolet	TAHOE	1GNLC2E0XCR204014		\$78,000.00
88	EMS	2010	014990 - Light Truck-Local 0-10K GVW	Chevrolet	TAHOE	1GNMCAE0XAR134056		\$19,500.00
89	EMS	2007	001303 - Private Passenger	Dodge	CHARGER	2B3KA43R37H714414		
90	EMS	2008	001303 - Private Passenger	Ford	CROWN VICTORIA	2FAFP71V18X103861		\$2,003.00
91	EMS	2006	001303 - Private Passenger	Ford	CROWN VICTORIA	2FAFP71W16X142584		\$2,896.00
92	EMS	2005	001303 - Private Passenger	Ford	CROWN VICTORIA	2FAFP71W75X123598		\$2,466.00
93	EMS	2008	684990 - Trailers-Local > 2000 lbs	Farber	WFF38S	5B4MPA7G273424199		\$159,190.00
94	Extension Office	2008	014990 - Light Truck-Local 0-10K GVW	Ford	F250 CLUB	1FTSW20558ED17592		
95	Extension Office	2009	014990 - Light Truck-Local 0-10K GVW	Chevrolet	1500 XCAB	1GCEC19019Z298301		
96	Extension Office	2016	014990 - Light Truck-Local 0-10K GVW	Chevrolet	SUBURBAN	1GN5CKE1GR301954		\$41,611.00
97	Facilities & Wireless Communication	2016	014990 - Light Truck-Local 0-10K GVW	Ford	F250 PICKUP TRUCK	1FDBF2A61GEA29442		\$27,090.00
98	Facilities & Wireless Communication	2016	014990 - Light Truck-Local 0-10K GVW	Ford	F250 PICKUP TRUCK	1FDBF2A63GEA29443		\$27,090.00
99	Facilities & Wireless Communication	2016	648100 - Buses-Soc. Srvc. Auto 1-8 Seats	Ford	TRANSIT VAN	1FTYR1DG3GKA01535		\$26,072.00

100	Facilities & Wireless Communication	2016	648100 - Buses-Soc. Srvc. Auto 1-8 Seats	Ford	TRANSIT VAN	1FTYR1DG3GKA01535	\$26,072.00
101	Fleet Services	2002	214990 - Med/Heavy Truck-Local 10-45K GVW	Chevrolet	1500 XCAB	1GCEC19V42Z272793	
102	Fleet Services	1997	214990 - Med/Heavy Truck-Local 10-45K GVW	International	4700 4X2	1HTSCABR8VH488370	
103	Hazmat	2008	684990 - Trailers-Local > 2000 lbs	Ford	F450 CLUB	1FDXW47R98EA09606	
104	Hazmat	2011	014990 - Light Truck-Local 0-10K GVW	Ford	F250 CLUB	1FT7W2A65BE90444	\$30,000.00
105	Hazmat	2015	014990 - Light Truck-Local 0-10K GVW	Ford	F-150 CREW CAB PICKUP TRUCK	1FTFW1EF1FFA75884	\$37,785.00
106	Hazmat	2006	014990 - Light Truck-Local 0-10K GVW	Ford	F250 CLUB	1FTSW215X6ED43035	
107	Hazmat	2004	014990 - Light Truck-Local 0-10K GVW	Ford	F350 CLUB	1FTWV33P44EC87354	
108	Hazmat	2000	684990 - Trailers-Local > 2000 lbs	Other	EW222	1WC200J27Y2040601	
109	Hazmat	1998	684990 - Trailers-Local > 2000 lbs	Other	CW202-102	1WC200J28W2035484	
110	Hazmat	2003	684990 - Trailers-Local > 2000 lbs	Other	CW2424-102	1WC200L2832048969	
111	Hazmat	2011	684990 - Trailers-Local > 2000 lbs	Other	CVGT3627	1WC200R27B2065932	\$14,000.00
112	Hazmat	2009	014990 - Light Truck-Local 0-10K GVW	Dodge	3500 CREW CAB	3D7ML48L19G532211	\$39,222.00
113	Hazmat	2015	684990 - Trailers-Local > 2000 lbs	Other	WELLS CARGO TRAILER CVGT3627	575200R29FT298830	\$47,546.00
114	Health Services	2016	001303 - Private Passenger	Chevrolet	MALIBU	1G11A5SA3GU124179	\$22,123.00
115	Health Services	2016	001303 - Private Passenger	Chevrolet	MALIBU	1G11B5SA0GF133021	\$20,572.00
116	Health Services	2015	001303 - Private Passenger	Chevrolet	MALIBU	1G11B5SL0FF271853	\$19,487.00
117	Health Services	2014	014990 - Light Truck-Local 0-10K GVW	Chevrolet	1500	1GCNCPEHE2251869	\$15,051.00
118	Health Services	2013	014990 - Light Truck-Local 0-10K GVW	Chevrolet	1500	1GCNCPEX7D2383092	\$16,718.00
119	Health Services	2008	014990 - Light Truck-Local 0-10K GVW	Nissan	FRONTIER	1N6BD06T18C426401	
120	Health Services	2007	014990 - Light Truck-Local 0-10K GVW	Nissan	FRONTIER	1N6BD06T47C411230	
121	Health Services	2007	014990 - Light Truck-Local 0-10K GVW	Nissan	FRONTIER	1N6BD06T57C400088	
122	Health Services	2006	014990 - Light Truck-Local 0-10K GVW	Nissan	FRONTIER	1N6BD06T66C408764	
123	Health Services	2004	014990 - Light Truck-Local 0-10K GVW	Nissan	FRONTIER	1N6DD26TX4C477698	
124	Health Services	2016	001303 - Private Passenger	Chevrolet	MALIBU	1G11B5SA3GF141114	21491.71
125	Health Services	2016	014990 - Light Truck-Local 0-10K GVW	Chevrolet	SILVERADO	1GCNCNEHTG2211680	21030.59
126	Health Services	2016	014990 - Light Truck-Local 0-10K GVW	Chevrolet	SILVERADO	1GCNCNEHOG2210161	21030.59
127	Infrastructure	2004	001303 - Private Passenger	Ford	TAURUS	1FAPP52U34A203084	
128	Infrastructure	2003	014990 - Light Truck-Local 0-10K GVW	Ford	EXPLORER	1FMZU62K43A39540	
129	IT	2016	014990 - Light Truck-Local 0-10K GVW	Ford	F250 PICKUP TRUCK	1FT7X2A60GE96950	\$24,745.00
130	IT	2016	014990 - Light Truck-Local 0-10K GVW	Ford	EXPLORER	1FM5K7B2GCG60926	\$26,148.00
131	Jail	2010	684990 - Trailers-Local > 2000 lbs	Other	35LS-12BK	16VAX1210A2A53273	\$10,000.00
132	Jail	1997	648100 - Buses-Soc. Srvc. Auto 1-8 Seats	Ford	E350	1FBJS31L4VHB1036	
133	Jail	2006	648100 - Buses-Soc. Srvc. Auto 1-8 Seats	Ford	E350	1FBSS31L56HA58567	
134	Jail	2006	014990 - Light Truck-Local 0-10K GVW	Ford	F150 XCAB	1FTRX12W16KC90224	
135	Jail	2007	014990 - Light Truck-Local 0-10K GVW	Ford	F150 XCAB	1FTRX12W7KC26443	
136	Jail	2009	648100 - Buses-Soc. Srvc. Auto 1-8 Seats	Ford	E350	1FTSS34L89DA67184	
137	Jail	2010	014990 - Light Truck-Local 0-10K GVW	Chevrolet	EXP. 1500	1GNUGBD411138333	\$23,276.00
138	Jail	2010	014990 - Light Truck-Local 0-10K GVW	Chevrolet	EXP. 1500	1GNUGBD49A1137673	\$23,275.00
139	Jail	2014	648100 - Buses-Soc. Srvc. Auto 1-8 Seats	Dodge	Grand Caravan	2C4RDRGCBGR292198	\$21,827.00
140	Jail	2014	648100 - Buses-Soc. Srvc. Auto 1-8 Seats	Dodge	Grand Caravan	2C4RDGGXER292199	\$21,827.00
141	Jail	2011	001303 - Private Passenger	Ford	CROWN VICTORIA	2FABP7B2BX182445	\$30,000.00
142	Jail	2011	001303 - Private Passenger	Ford	CROWN VICTORIA	2FABP7B3BX182471	\$30,000.00
143	Jail	2011	001303 - Private Passenger	Ford	CROWN VICTORIA	2FABP7B5BX182472	\$30,000.00
144	Jail	2011	001303 - Private Passenger	Ford	CROWN VICTORIA	2FABP7B9BX182443	\$30,000.00
145	Jail	2011	001303 - Private Passenger	Ford	CROWN VICTORIA	2FABP7B9BX182460	\$30,000.00
146	Jail	2011	001303 - Private Passenger	Ford	CROWN VICTORIA	2FABP7B9BX182474	\$30,000.00
147	Jail	2014	001303 - Private Passenger	Chevrolet	IMPALA	2G11WAE39E1145923	\$19,445.00
148	Juvenile Department	2005	648100 - Buses-Soc. Srvc. Auto 1-8 Seats	Ford	E350	1FBSS31L75HA82982	
149	Juvenile Department	2000	014990 - Light Truck-Local 0-10K GVW	Ford	E150	1FMRE1123YHA44632	
150	Juvenile Department	2007	014990 - Light Truck-Local 0-10K GVW	Ford	F150 XCAB	1FTRX12W27NA37929	
151	Juvenile Department	2009	001303 - Private Passenger	Chevrolet	MALIBU HYBRID	1G1ZF57509F171144	
152	Juvenile Department	2009	001303 - Private Passenger	Chevrolet	MALIBU HYBRID	1G1ZF57509F186467	
153	Juvenile Department	2009	001303 - Private Passenger	Chevrolet	MALIBU HYBRID	1G1ZF57509F215062	
154	Juvenile Department	2009	001303 - Private Passenger	Chevrolet	MALIBU HYBRID	1G1ZF57509F170604	
155	Juvenile Department	2009	001303 - Private Passenger	Chevrolet	MALIBU HYBRID	1G1ZF57509F187404	
156	Juvenile Department	2009	001303 - Private Passenger	Chevrolet	MALIBU HYBRID	1G1ZF57509F188410	
157	Juvenile Department	2009	001303 - Private Passenger	Chevrolet	MALIBU HYBRID	1G1ZF57509F185547	
158	Juvenile Department	2009	001303 - Private Passenger	Chevrolet	MALIBU HYBRID	1G1ZF57509F187539	
159	Juvenile Department	2009	001303 - Private Passenger	Chevrolet	MALIBU HYBRID	1G1ZF57509F181491	
160	Juvenile Department	2009	001303 - Private Passenger	Chevrolet	MALIBU HYBRID	1G1ZF57509F189235	
161	Juvenile Department	2009	001303 - Private Passenger	Chevrolet	MALIBU HYBRID	1G1ZF57509F182022	
162	Juvenile Department	2009	001303 - Private Passenger	Chevrolet	MALIBU HYBRID	1G1ZF57509F188136	
163	Juvenile Department	2009	001303 - Private Passenger	Chevrolet	MALIBU HYBRID	1G1ZF57509F185911	
164	Juvenile Department	2009	001303 - Private Passenger	Chevrolet	MALIBU HYBRID	1G1ZF57509F188789	
165	Juvenile Department	2008	001303 - Private Passenger	Chevrolet	MALIBU	1G1ZS58N08F108473	
166	Juvenile Department	2008	001303 - Private Passenger	Chevrolet	MALIBU	1G1ZS58N48F109111	
167	Juvenile Department	2008	001303 - Private Passenger	Chevrolet	MALIBU	1G1ZS58N78F105750	
168	Juvenile Department	2008	001303 - Private Passenger	Chevrolet	MALIBU	1G1ZS58N88F107491	
169	Juvenile Department	2009	014990 - Light Truck-Local 0-10K GVW	Chevrolet	EXP. 3500	1GAHG39K991135661	
170	Juvenile Department	2005	684990 - Trailers-Local > 2000 lbs	Other	UD	1WC200R2752054417	
171	Juvenile Department	2007	001303 - Private Passenger	Dodge	CHARGER	2B3KA43R77H714415	
172	Juvenile Department	2007	001303 - Private Passenger	Dodge	CHARGER	2B3KA43R77H714416	
173	Juvenile Department	2007	001303 - Private Passenger	Dodge	CHARGER	2B3KA43R77H714417	
174	Juvenile Department	2007	001303 - Private Passenger	Dodge	CHARGER	2B3KA43R77H714420	
175	Juvenile Department	2003	001303 - Private Passenger	Chevrolet	IMPALA	2G11WF55K539279111	
176	Juvenile Department	2009	001303 - Private Passenger	Saturn	VUE HYBRID	3GSCL9309S624636	
177	Juvenile Department	2002	684990 - Trailers-Local > 2000 lbs	Other	UTILITY TRAILER	4YXBA20172H007753	
178	Juvenile Department	2002	684990 - Trailers-Local > 2000 lbs	Other	DRD-LT	5H7CS08192C004595	
179	Maintenance	2012	014990 - Light Truck-Local 0-10K GVW	Ford	F250 RCAB	1FDBF2A61CEB08474	\$25,000.00
180	Maintenance	2015	014990 - Light Truck-Local 0-10K GVW	Ford	F250 PICKUP TRUCK	1FDBF2A62FEA35300	\$25,465.00
181	Maintenance	2015	014990 - Light Truck-Local 0-10K GVW	Ford	F250 PICKUP TRUCK	1FDBF2A64FEA35301	\$25,453.00
182	Maintenance	2015	014990 - Light Truck-Local 0-10K GVW	Ford	F250 PICKUP TRUCK	1FDBF2A66FEA35302	\$25,431.00
183	Maintenance	2006	014990 - Light Truck-Local 0-10K GVW	Ford	F250 RCAB	1FDNF20516ED40356	
184	Maintenance	2014	014990 - Light Truck-Local 0-10K GVW	Ford	EXPEdition	1FMSK7B2EGC26465	\$25,021.00
185	Maintenance	2011	014990 - Light Truck-Local 0-10K GVW	Ford	F150 XCAB	1FTEX1CM8BF05343	\$23,000.00
186	Maintenance	2014	014990 - Light Truck-Local 0-10K GVW	Ford	PICKUP TRUCK	1FTMF1CM4EKG35450	\$17,344.00
187	Maintenance	2000	014990 - Light Truck-Local 0-10K GVW	Ford	E250	1FTNE24L0YHA71316	
188	Maintenance	2005	014990 - Light Truck-Local 0-10K GVW	Ford	E250	1FTNE24L95HB12120	
189	Maintenance	2008	014990 - Light Truck-Local 0-10K GVW	Ford	F250 RCAB	1FTNF20538EC99428	
190	Maintenance	2008	014990 - Light Truck-Local 0-10K GVW	Ford	F250 RCAB	1FTNF20558EC99429	
191	Maintenance	2008	014990 - Light Truck-Local 0-10K GVW	Ford	F250 RCAB	1FTNF205X8EA08679	
192	Maintenance	2007	014990 - Light Truck-Local 0-10K GVW	Ford	F150 XCAB	1FTRX12W17F00352	
193	Maintenance	2005	014990 - Light Truck-Local 0-10K GVW	Ford	F150 XCAB	1FTRX12W65KD56488	
194	Maintenance	2007	014990 - Light Truck-Local 0-10K GVW	Ford	F150 XCAB	1FTRX12W7F00351	
195	Maintenance	2010	014990 - Light Truck-Local 0-10K GVW	Ford	F350 CLUB	1FTWV3A55AEB43342	\$33,177.00
196	Maintenance	2016	648100 - Buses-Soc. Srvc. Auto 1-8 Seats	Ford	TRANSIT	1FTYR1DG5GKA01536	\$26,169.00
197	Maintenance	2000	014990 - Light Truck-Local 0-10K GVW	Ford	F150 XCAB	1FT2X1726YKA78007	
198	Maintenance	2004	014990 - Light Truck-Local 0-10K GVW	Chevrolet	1500	1GCEC14V84Z237362	
199	Maintenance	2003	014990 - Light Truck-Local 0-10K GVW	Chevrolet	2500 RCAB	1GCGC24U73263276	
200	Maintenance	2000	014990 - Light Truck-Local 0-10K GVW	Other	UTILITY TRAILER	22733237114094600	

201	Medical Facility	2015	014990 - Light Truck-Local 0-10K GVW	Ford	F150 Crew Cab Pickup Truck	1FTEW1CF8FKD70085	\$25,663.00
202	Mobile Outreach	2007	001303 - Private Passenger	Chevrolet	MALIBU	1G1ZS58N07F304363	
203	Mobile Outreach	2007	001303 - Private Passenger	Chevrolet	MALIBU	1G1ZS58N07F304492	
204	Mobile Outreach	2007	001303 - Private Passenger	Chevrolet	MALIBU	1G1ZS58N27F304851	
205	Mobile Outreach	2007	001303 - Private Passenger	Chevrolet	MALIBU	1G1ZS58N27F314151	
206	Mobile Outreach	2014	014990 - Light Truck-Local 0-10K GVW	Chevrolet	TAHOE	1GNLC2E06ER203090	\$25,726.00
207	Mobile Outreach	2012	014990 - Light Truck-Local 0-10K GVW	Chevrolet	TAHOE	1GNLC2E08CR297082	\$40,000.00
208	Mobile Outreach	2008	001303 - Private Passenger	Chevrolet	IMPALA	2G1WD5E089241459	
209	Mobile Outreach	2014	001303 - Private Passenger	Chevrolet	IMPALA	2G1WD5E34E1153533	\$21,140.00
210	Mobile Outreach	2010	001303 - Private Passenger	Chevrolet	IMPALA	2G1WD5EM3A1169726	\$20,830.00
211	Mobile Outreach	2010	001303 - Private Passenger	Chevrolet	IMPALA	2G1WD5EM8A1170273	\$20,431.00
212	Parks and Recreation	1994	684990 - Trailers-Local > 2000 lbs	Other	UNK	00000000TR205853	
213	Parks and Recreation	2006	684990 - Trailers-Local > 2000 lbs	Other	UNK	00000000WC050098	
214	Parks and Recreation	2005	684990 - Trailers-Local > 2000 lbs	Other	UTILITY TRAILER	1019143500000000	
215	Parks and Recreation	2006	684990 - Trailers-Local > 2000 lbs	Other	120A-20	16VFV202662338488	
216	Parks and Recreation	2015	014990 - Light Truck-Local 0-10K GVW	Ford	F 350 Crew Cab Pickup Truck	1FD8W3G76FEA88661	\$43,758.00
217	Parks and Recreation	2011	014990 - Light Truck-Local 0-10K GVW	Ford	F250 CLUB	1FT7W2A64EB81234	\$23,000.00
218	Parks and Recreation	2015	014990 - Light Truck-Local 0-10K GVW	Ford	PICKUP TRUCK	1FT7X2A60FEC46695	\$24,040.00
219	Parks and Recreation	2016	014990 - Light Truck-Local 0-10K GVW	Ford	F250 PICKUP TRUCK	1FT7X2A64GE896949	\$25,678.00
220	Parks and Recreation	2015	014990 - Light Truck-Local 0-10K GVW	Ford	PICKUP TRUCK	1FTBF2A65FEC46667	\$22,207.00
221	Parks and Recreation	2005	014990 - Light Truck-Local 0-10K GVW	Ford	F250 RCAB	1FTNF20505ED037077	
222	Parks and Recreation	2004	684990 - Trailers-Local > 2000 lbs	Other	20X83.5HD	1V5BA202441134949	
223	Parks and Recreation	2010	684990 - Trailers-Local > 2000 lbs	Other	D7142	4P5D71425A1139587	\$10,000.00
224	Parks and Recreation	2015	684990 - Trailers-Local > 2000 lbs	Other	TRAILER	4R7BU1622FT142341	
225	Parks and Recreation	2003	684990 - Trailers-Local > 2000 lbs	Other	UTILITY TRAILER	4XKFS08193A002087	
226	Precinct 1, Constable	2007	007912 - Law Enforcement Other Emergency	Ford	F150 CREW CAB	1FTFPW12V7KC29785	
227	Precinct 1, Constable	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E05ER167215	\$28,316.00
228	Precinct 1, Constable	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E06ER170415	\$29,166.00
229	Precinct 1, Constable	2013	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E08DR251446	\$42,359.00
230	Precinct 1, Constable	2011	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E0XBR209499	\$41,000.00
231	Precinct 1, Constable	2015	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E0C6FR563780	\$50,521.00
232	Precinct 1, Constable	2010	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNMCAE01AR139470	\$29,496.00
233	Precinct 1, Constable	2010	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNMCAE07AR136475	\$34,559.00
234	Precinct 1, Constable	2010	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNMCAE07AR139487	\$33,683.00
235	Precinct 1, Constable	2009	007911 - Law Enforcement PP Emergency	Dodge	CHARGER	2B3KA43V29H597845	
236	Precinct 1, Constable	2015	007911 - Law Enforcement PP Emergency	Dodge	Chargers	2C3CDXA19FH748404	\$24,850.00
237	Precinct 2, Constable	2009	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNEC03079R158022	
238	Precinct 2, Constable	2012	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E04CR288279	\$42,000.00
239	Precinct 2, Constable	2011	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E05BR275152	\$41,000.00
240	Precinct 2, Constable	2011	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E05BR275541	\$41,000.00
241	Precinct 2, Constable	2015	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E04FR253059	\$31,373.00
242	Precinct 2, Constable	2015	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E05FR251823	\$31,373.00
243	Precinct 2, Constable	2010	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNMCAE06AR132885	\$34,383.00
244	Precinct 2, Constable	2015	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNSK3E08FR563803	\$31,373.00
245	Precinct 2, Constable	2005	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FAPFP71W65X123611	
246	Precinct 2, Constable	2005	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FAPFP71W85X123612	
247	Precinct 2, Constable	2005	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FAPFP71W5X123613	
248	Precinct 2, Constable	2012	007912 - Law Enforcement Other Emergency	Chevrolet	1500	3GCPCE04CG263327	\$26,000.00
249	Precinct 3, Constable	2013	007911 - Law Enforcement PP Emergency	Ford	POLICE INTERCEP	1FAHP2M87DG116938	\$32,000.00
250	Precinct 3, Constable	2013	007912 - Law Enforcement Other Emergency	Ford	EXPLORER POLICE	1FMSK8AR8DGA18346	\$42,824.00
251	Precinct 3, Constable	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E01ER171259	\$27,919.00
252	Precinct 3, Constable	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E02ER167981	\$27,916.00
253	Precinct 3, Constable	2011	007911 - Law Enforcement PP Emergency	Chevrolet	TAHOE	1GNLC2E03BR235068	\$25,000.00
254	Precinct 3, Constable	2011	007911 - Law Enforcement PP Emergency	Chevrolet	TAHOE	1GNLC2E09BR234460	\$25,000.00
255	Precinct 3, Constable	2011	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E09BR235513	\$41,000.00
256	Precinct 3, Constable	2015	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E03FR563090	\$30,058.00
257	Precinct 3, Constable	2015	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E04FR253952	\$32,348.00
258	Precinct 3, Constable	2015	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E0XFR563247	\$30,058.00
259	Precinct 3, Constable	2010	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNMCAE01AR172369	\$34,389.00
260	Precinct 3, Constable	2011	007911 - Law Enforcement PP Emergency	Chevrolet	TAHOE	1GNSK2E02BR234685	\$41,000.00
261	Precinct 3, Constable	2014	007911 - Law Enforcement PP Emergency	Chevrolet	IMPALA	2G1WD5E33E1153247	\$21,518.00
262	Precinct 4, Constable	2012	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E00CR169158	\$42,000.00
263	Precinct 4, Constable	2012	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E01CR169136	\$42,000.00
264	Precinct 4, Constable	2011	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E04BR234382	\$41,000.00
265	Precinct 4, Constable	2011	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E04BR234415	\$41,000.00
266	Precinct 4, Constable	2012	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E05CR169110	\$42,000.00
267	Precinct 4, Constable	2015	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E09FR563604	\$45,670.00
268	Precinct 4, Constable	2015	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E0XFR583756	\$46,278.00
269	Precinct 4, Constable	2010	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNMCAE00AR172766	\$40,000.00
270	Precinct 4, Constable	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNSK2E0XER168911	\$30,137.00
271	Precinct 4, Constable	2008	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FAPFP71V28X161221	
272	Precinct 4, Constable	2006	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FAPFP71W96X149315	
273	Precinct 4, Constable	2016	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLCDE05GR337730	\$33,322.00
274	Precinct 4, Constable	2016	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLCDE01GR295511	\$54,685.00
275	Precinct 4, Constable	2016	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLCDE09GR295501	\$52,909.00
276	Precinct 4, Constable	2016	007912 - Law Enforcement Other Emergency	Dodge	RAM 1500 PICKUP TRUCK	1C6RRY717G5291690	\$29,851.00
277	RCS Wireless Communication	2016	014990 - Light Truck-Local 0-10K GVW	Ford	F250 PICKUP TRUCK	1FT7X2B66GEA72891	\$27,214.00
278	RCS Wireless Communication	2008	014990 - Light Truck-Local 0-10K GVW	Ford	E350	1FDWE35L88DA85072	
279	RCS Wireless Communication	2016	014990 - Light Truck-Local 0-10K GVW	Ford	F250 PICKUP TRUCK	1FDFBF2B64GEA16229	\$30,644.00
280	Record Management	2005	001303 - Private Passenger	Ford	F150 CREW CAB	1FTFPW12S35FA37463	
281	Road & Bridge	2009	684990 - Trailers-Local > 2000 lbs	Other	20XPT	112H8V3269L074382	
282	Road & Bridge	2013	684990 - Trailers-Local > 2000 lbs	Other	20XPT	112H8V345DL078126	\$21,922.00
283	Road & Bridge	2003	684990 - Trailers-Local > 2000 lbs	Other	UTILITY TRAILER	11WEC12273W271724	
284	Road & Bridge	2012	684990 - Trailers-Local > 2000 lbs	Other	LA7712	13ZLA1224C1001787	\$1,488.00
285	Road & Bridge	1990	684990 - Trailers-Local > 2000 lbs	Other	UTILITY TRAILER	168FS1629L000804	
286	Road & Bridge	1995	684990 - Trailers-Local > 2000 lbs	Other	UTILITY TRAILER	17XFH162451950892	
287	Road & Bridge	2001	214990 - Med/Heavy Truck-Local 10-45K GVW	Other	NURSE TANK	1A9TS14251K347018	
288	Road & Bridge	2010	684990 - Trailers-Local > 2000 lbs	Other	230 DHR	1C92M152XAM119160	\$4,000.00
289	Road & Bridge	2007	684990 - Trailers-Local > 2000 lbs	Other	CIMLINE 230 DH TRAILER	1C92M25267M11920	
290	Road & Bridge	2007	684990 - Trailers-Local > 2000 lbs	Other	CIMLINE TRAILER	1C92M25267M119200	
291	Road & Bridge	2005	684990 - Trailers-Local > 2000 lbs	CTS	HRD32	1C93432215S770120	
292	Road & Bridge	2002	684990 - Trailers-Local > 2000 lbs	Other	TE30T26	1DA12TL152P015852	
293	Road & Bridge	2003	684990 - Trailers-Local > 2000 lbs	Other	PRTN55ETD3-PS	1E92824473E111081	
294	Road & Bridge	1997	684990 - Trailers-Local > 2000 lbs	Other	UTILITY TRAILER	1E9FU1622UE162010	
295	Road & Bridge	1997	684990 - Trailers-Local > 2000 lbs	Other	UTILITY TRAILER	1E9FU1624UE162011	
296	Road & Bridge	1997	684990 - Trailers-Local > 2000 lbs	Other	UTILITY TRAILER	1E9FU1626UE162012	
297	Road & Bridge	2015	214990 - Med/Heavy Truck-Local 10-45K GVW	Etnyre	TRACTOR TRUCK	1E9V19773FE111356	\$81,412.00
298	Road & Bridge	2015	214990 - Med/Heavy Truck-Local 10-45K GVW	Etnyre	TRACTOR TRUCK	1E9V19784FE111357	\$81,450.00
299	Road & Bridge	1997	014990 - Light Truck-Local 0-10K GVW	Ford	E350	1FBJ3S11VH861043	
300	Road & Bridge	2001	014990 - Light Truck-Local 0-10K GVW	Ford	E350	1FBNE31FX1H87330	
301	Road & Bridge	2014	014990 - Light Truck-Local 0-10K GVW	Ford	E350	1FBSS3BL1EDA71563	\$26,179.00

302	Road & Bridge	2012	214990 - Med/Heavy Truck-Local 10-45K GVW	Ford	F450	1FD0W4GYXCEB23518	\$45,000.00
303	Road & Bridge	2009	014990 - Light Truck-Local 0-10K GVW	Ford	F450	1FDAF46769EA28453	
304	Road & Bridge	2014	014990 - Light Truck-Local 0-10K GVW	Ford	F350 RCAB	1FDBF3A88EEB47295	\$31,763.00
305	Road & Bridge	2013	014990 - Light Truck-Local 0-10K GVW	Ford	F350	1FDBF3E63DEA99293	\$30,513.00
306	Road & Bridge	2015	014990 - Light Truck-Local 0-10K GVW	Ford	F350 PICKUP TRUCK	1FDBF3E69FC56134	\$32,626.00
307	Road & Bridge	2014	014990 - Light Truck-Local 0-10K GVW	Ford	F350	1DRFX3G2EEB47296	\$49,882.00
308	Road & Bridge	2011	214990 - Med/Heavy Truck-Local 10-45K GVW	Ford	F550	1FDUFGY6BEB75900	\$40,000.00
309	Road & Bridge	2008	014990 - Light Truck-Local 0-10K GVW	Ford	F350 RCAB	1FDWF36588E0D0484	
310	Road & Bridge	2003	214990 - Med/Heavy Truck-Local 10-45K GVW	Ford	F450	1FDXF46XP3EB99408	
311	Road & Bridge	1997	014990 - Light Truck-Local 0-10K GVW	Ford	F800	1FDXF80C5VWA08379	
312	Road & Bridge	2015	014990 - Light Truck-Local 0-10K GVW	Ford	F250 PICKUP TRUCK	1FT7W2A60FEC56033	\$27,478.00
313	Road & Bridge	2015	014990 - Light Truck-Local 0-10K GVW	Ford	F150 PICKUP TRUCK	1FT7W2A62FEC56034	\$26,119.00
314	Road & Bridge	2014	014990 - Light Truck-Local 0-10K GVW	Ford	F250 CLUB	1FT7W2B63EEB47191	\$26,162.00
315	Road & Bridge	2016	014990 - Light Truck-Local 0-10K GVW	Ford	F250 XCAB	1FT7X2A61GEA84366	\$24,470.00
316	Road & Bridge	2016	014990 - Light Truck-Local 0-10K GVW	Ford	F250 XCAB PICKUP TRUCK	1FT7X2A63GEA84367	\$25,261.00
317	Road & Bridge	2016	014990 - Light Truck-Local 0-10K GVW	Ford	F250 XCAB	1FT7X2A65GEA84368	\$24,470.00
318	Road & Bridge	2016	014990 - Light Truck-Local 0-10K GVW	Ford	F250 XCAB	1FT7X2A66GEA84369	\$24,470.00
319	Road & Bridge	2016	014990 - Light Truck-Local 0-10K GVW	Ford	F250 XCAB PICKUP TRUCK	1FT7X2A67GEA84369	\$0.00
320	Road & Bridge	2016	014990 - Light Truck-Local 0-10K GVW	Ford	F250 XCAB	1FT7X2A68GEA84364	\$24,470.00
321	Road & Bridge	2016	014990 - Light Truck-Local 0-10K GVW	Ford	F250 XCAB	1FT7X2A69GEA84365	\$24,880.00
322	Road & Bridge	2014	014990 - Light Truck-Local 0-10K GVW	Ford	F250 RCAB	1FTBF2A60EEB47189	\$20,245.00
323	Road & Bridge	2015	014990 - Light Truck-Local 0-10K GVW	Ford	PICKUP TRUCK	1FTBF2A60FEC46693	\$23,260.00
324	Road & Bridge	2013	014990 - Light Truck-Local 0-10K GVW	Ford	F250 RCAB	1FTBF2A61DEA99247	\$20,075.00
325	Road & Bridge	2015	014990 - Light Truck-Local 0-10K GVW	Ford	F250 PICKUP TRUCK	1FTBF2A62FEC46694	\$23,587.00
326	Road & Bridge	2015	014990 - Light Truck-Local 0-10K GVW	Ford	PICKUP TRUCK	1FTBF2A65FEC46690	\$23,260.00
327	Road & Bridge	2014	014990 - Light Truck-Local 0-10K GVW	Ford	F250 RCAB	1FTBF2A67EEB47187	\$24,575.00
328	Road & Bridge	2014	014990 - Light Truck-Local 0-10K GVW	Ford	F250 RCAB	1FTBF2A67EEB47190	\$20,916.00
329	Road & Bridge	2015	014990 - Light Truck-Local 0-10K GVW	Ford	PICKUP TRUCK	1FTBF2A67FEC46688	\$24,728.00
330	Road & Bridge	2015	014990 - Light Truck-Local 0-10K GVW	Ford	PICKUP TRUCK	1FTBF2A67FEC46691	\$23,260.00
331	Road & Bridge	2014	014990 - Light Truck-Local 0-10K GVW	Ford	F250 RCAB	1FTBF2A69EEB47188	\$22,484.00
332	Road & Bridge	2015	014990 - Light Truck-Local 0-10K GVW	Ford	PICKUP TRUCK	1FTBF2A69FEC46689	\$24,513.00
333	Road & Bridge	2015	014990 - Light Truck-Local 0-10K GVW	Ford	PICKUP TRUCK	1FTBF2A69FEC46692	\$23,412.00
334	Road & Bridge	2015	014990 - Light Truck-Local 0-10K GVW	Ford	PICKUP TRUCK	1FTFW1C3FFA60743	\$27,546.00
335	Road & Bridge	2015	014990 - Light Truck-Local 0-10K GVW	Ford	F150 PICKUP TRUCK	1FTEX1CF4FFA90296	\$25,391.00
336	Road & Bridge	2014	014990 - Light Truck-Local 0-10K GVW	Ford	F150 CREW CAB	1FTFW1CF2EKD94305	\$24,991.00
337	Road & Bridge	2014	014990 - Light Truck-Local 0-10K GVW	Ford	F150 CREW CAB	1FTFW1CF2EKD82948	\$25,948.00
338	Road & Bridge	2013	014990 - Light Truck-Local 0-10K GVW	Ford	F150 XCAB	1FTFX1CF60KE52394	\$19,928.00
339	Road & Bridge	2013	014990 - Light Truck-Local 0-10K GVW	Ford	F150 XCAB	1FTFX1CF80KE52395	\$25,000.00
340	Road & Bridge	2009	014990 - Light Truck-Local 0-10K GVW	Ford	F250 RCAB	1FTNF20519EA24058	\$17,127.00
341	Road & Bridge	2009	014990 - Light Truck-Local 0-10K GVW	Ford	F250 RCAB	1FTNF20539EA24059	\$17,127.00
342	Road & Bridge	2006	014990 - Light Truck-Local 0-10K GVW	Ford	F250 RCAB	1FTNF20556EC67657	
343	Road & Bridge	2008	014990 - Light Truck-Local 0-10K GVW	Ford	F250 RCAB	1FTNF20588EA55032	
344	Road & Bridge	2005	014990 - Light Truck-Local 0-10K GVW	Ford	F250 RCAB	1FTNF20595ED037076	
345	Road & Bridge	2008	014990 - Light Truck-Local 0-10K GVW	Ford	F250 RCAB	1FTNF20598EA55033	
346	Road & Bridge	2009	014990 - Light Truck-Local 0-10K GVW	Ford	F250 RCAB	1FTNF20599EA24057	\$17,127.00
347	Road & Bridge	2010	014990 - Light Truck-Local 0-10K GVW	Ford	F250 RCAB	1FTNF2A53EA90114	\$25,000.00
348	Road & Bridge	2010	014990 - Light Truck-Local 0-10K GVW	Ford	F250 RCAB	1FTNF2A5XAE90112	\$25,000.00
349	Road & Bridge	2006	014990 - Light Truck-Local 0-10K GVW	Ford	F150 XCAB	1FTRX12W06KC37143	
350	Road & Bridge	2007	014990 - Light Truck-Local 0-10K GVW	Ford	F150 XCAB	1FTRX12W17NA54690	
351	Road & Bridge	2008	014990 - Light Truck-Local 0-10K GVW	Ford	F150 XCAB	1FTRX12W18KC73717	
352	Road & Bridge	2007	014990 - Light Truck-Local 0-10K GVW	Ford	F150 XCAB	1FTRX12W37FB00353	
353	Road & Bridge	2008	014990 - Light Truck-Local 0-10K GVW	Ford	F150 XCAB	1FTRX12W48B05370	
354	Road & Bridge	2005	014990 - Light Truck-Local 0-10K GVW	Ford	F150 XCAB	1FTRX12W85KD56489	
355	Road & Bridge	2008	014990 - Light Truck-Local 0-10K GVW	Ford	F150 XCAB	1FTRX12W88KC73716	
356	Road & Bridge	2009	014990 - Light Truck-Local 0-10K GVW	Ford	F250 CLUB	1FTSW20549EA24056	
357	Road & Bridge	2005	014990 - Light Truck-Local 0-10K GVW	Ford	F350 RCAB	1FTWF32P75EC28785	
358	Road & Bridge	2016	014990 - Light Truck-Local 0-10K GVW	Ford	PICKUP TRUCK	1FTX2A6XGEA84365	\$24,470.00
359	Road & Bridge	2012	214990 - Med/Heavy Truck-Local 10-45K GVW	Freightliner	M2112	1FUJCS5DV4CDBV5741	\$96,397.00
360	Road & Bridge	2012	214990 - Med/Heavy Truck-Local 10-45K GVW	Freightliner	M2112	1FUJCS5DV6CDBV5742	\$96,329.00
361	Road & Bridge	2003	214990 - Med/Heavy Truck-Local 10-45K GVW	Freightliner	FL70 4X2	1FVABUAK13DM10362	
362	Road & Bridge	2003	214990 - Med/Heavy Truck-Local 10-45K GVW	Freightliner	FL70 4X2	1FVABUAK33DM10363	
363	Road & Bridge	2003	214990 - Med/Heavy Truck-Local 10-45K GVW	Freightliner	FL70 4X2	1FVABUAK53DM10364	
364	Road & Bridge	2003	214990 - Med/Heavy Truck-Local 10-45K GVW	Freightliner	FL70 4X2	1FVABUAK93DM10366	
365	Road & Bridge	2011	214990 - Med/Heavy Truck-Local 10-45K GVW	Freightliner	M2	1FVAC2B25BDB5C294	\$45,000.00
366	Road & Bridge	2013	214990 - Med/Heavy Truck-Local 10-45K GVW	Freightliner	108SD	1FVAG0B52DHF48995	\$161,671.00
367	Road & Bridge	2014	214990 - Med/Heavy Truck-Local 10-45K GVW	Freightliner	108SD	1FVAG0D78EHF70043	\$160,488.00
368	Road & Bridge	2014	214990 - Med/Heavy Truck-Local 10-45K GVW	Freightliner	M2112	1FVHCS5DV1EHFM9977	\$120,340.00
369	Road & Bridge	2014	214990 - Med/Heavy Truck-Local 10-45K GVW	Freightliner	M2112	1FVHCS5DV1EHFM9978	\$120,340.00
370	Road & Bridge	2015	214990 - Med/Heavy Truck-Local 10-45K GVW	Freightliner	TRACTOR TRUCK	1FVHCS5DV7FHGM2178	\$19,814.00
371	Road & Bridge	2016	214990 - Med/Heavy Truck-Local 10-45K GVW	Freightliner	TRACTOR TRUCK	1FVHCS5DV7FHGM1939	\$129,737.00
372	Road & Bridge	2011	014990 - Light Truck-Local 0-10K GVW	Chevrolet	3500 RCAB	1GB3C2C2B2F116211	\$32,000.00
373	Road & Bridge	2011	014990 - Light Truck-Local 0-10K GVW	Chevrolet	3500 RCAB	1GB3C2C5B2F168111	\$23,000.00
374	Road & Bridge	2002	014990 - Light Truck-Local 0-10K GVW	Chevrolet	2500 RCAB	1GBGC24J52Z254398	
375	Road & Bridge	2009	014990 - Light Truck-Local 0-10K GVW	Chevrolet	3500 RCAB	1GBJC74K39F164311	
376	Road & Bridge	2009	014990 - Light Truck-Local 0-10K GVW	Chevrolet	3500 RCAB	1GBJC74K89F164319	
377	Road & Bridge	2004	214990 - Med/Heavy Truck-Local 10-45K GVW	Chevrolet	C7500	1GBP7C1384F512553	
378	Road & Bridge	2006	214990 - Med/Heavy Truck-Local 10-45K GVW	Chevrolet	C8500 6X4	1GBT8C4336F423435	
379	Road & Bridge	2011	014990 - Light Truck-Local 0-10K GVW	Chevrolet	2500 RCAB	1GC0CVG00BF171294	\$23,000.00
380	Road & Bridge	2012	014990 - Light Truck-Local 0-10K GVW	Chevrolet	3500 CREW CAB	1GC4C2CG0CF149631	\$32,000.00
381	Road & Bridge	2012	014990 - Light Truck-Local 0-10K GVW	Chevrolet	3500 CREW CAB	1GC4C2CG1CF148147	\$32,000.00
382	Road & Bridge	2012	014990 - Light Truck-Local 0-10K GVW	Chevrolet	3500 CREW CAB	1GC4C2CG9CF149837	\$32,000.00
383	Road & Bridge	2009	014990 - Light Truck-Local 0-10K GVW	Chevrolet	1500 XCAB	1GCCE19019Z296743	
384	Road & Bridge	2009	014990 - Light Truck-Local 0-10K GVW	Chevrolet	1500 XCAB	1GCCE19029Z296170	
385	Road & Bridge	2009	014990 - Light Truck-Local 0-10K GVW	Chevrolet	1500 XCAB	1GCCE19059Z295594	
386	Road & Bridge	2009	014990 - Light Truck-Local 0-10K GVW	Chevrolet	1500 XCAB	1GCCE19C09Z153342	
387	Road & Bridge	2009	014990 - Light Truck-Local 0-10K GVW	Chevrolet	1500 XCAB	1GCCE19C29Z157764	
388	Road & Bridge	2009	014990 - Light Truck-Local 0-10K GVW	Chevrolet	1500 XCAB	1GCCE19C39Z171611	
389	Road & Bridge	2002	014990 - Light Truck-Local 0-10K GVW	Chevrolet	1500 XCAB	1GCCE19V42Z271384	
390	Road & Bridge	2002	014990 - Light Truck-Local 0-10K GVW	Chevrolet	1500 Xcab Pickup Truck	1GCCE19VX2Z272393	\$21,827.00
391	Road & Bridge	2002	214990 - Med/Heavy Truck-Local 10-45K GVW	GMC	8500	1GDP7H1C72J511473	
392	Road & Bridge	2009	214990 - Med/Heavy Truck-Local 10-45K GVW	International	7600 SFA 6X4	1HSWXSHR09J184956	
393	Road & Bridge	2009	214990 - Med/Heavy Truck-Local 10-45K GVW	International	7600 SFA 6X4	1HSWXSHR29J184957	
394	Road & Bridge	2009	214990 - Med/Heavy Truck-Local 10-45K GVW	International	7600 SFA 6X4	1HSWXSHR49J184958	
395	Road & Bridge	2009	214990 - Med/Heavy Truck-Local 10-45K GVW	International	7600 SFA 6X4	1HSWXSHR69J184959	
396	Road & Bridge	2010	214990 - Med/Heavy Truck-Local 10-45K GVW	International	7600 SFA 6X4	1HSWXSHR86J27775	\$88,219.00
397	Road & Bridge	2012	214990 - Med/Heavy Truck-Local 10-45K GVW	International	4300 Truck	1HTJTSKN1CJ536666	\$188,161.00
398	Road & Bridge	2011	214990 - Med/Heavy Truck-Local 10-45K GVW	International	4300	1HTMMAAN4B364600	\$65,000.00
399	Road & Bridge	1999	214990 - Med/Heavy Truck-Local 10-45K GVW	International	4700 4X2	1HTSCABN1XH649027	
400	Road & Bridge	2001	214990 - Med/Heavy Truck-Local 10-45K GVW	International	4700 4X2	1HTSCABN21H404082	
401	Road & Bridge	2001	214990 - Med/Heavy Truck-Local 10-45K GVW	International	4700 4X2	1HTSCABN51H314893	
402	Road & Bridge	2002	214990 - Med/Heavy Truck-Local 10-45K GVW	International	4700 4X2	1HTSCABR02H454088	

403	Road & Bridge	2002	214990 - Med/Heavy Truck-Local 10-45K GVW	International	4700 4X2	1HTSCABR02H545091	
404	Road & Bridge	2000	214990 - Med/Heavy Truck-Local 10-45K GVW	International	4700 4X2	1HTSCABR1YH328089	
405	Road & Bridge	2002	214990 - Med/Heavy Truck-Local 10-45K GVW	International	4700 4X2	1HTSCABR22H545099	
406	Road & Bridge	2002	214990 - Med/Heavy Truck-Local 10-45K GVW	International	4700 4X2	1HTSCABR22H545092	
407	Road & Bridge	2001	214990 - Med/Heavy Truck-Local 10-45K GVW	International	4700 4X2	1HTSCABR51H404080	
408	Road & Bridge	1999	214990 - Med/Heavy Truck-Local 10-45K GVW	International	4700 4X2	1HTSCABR5X4675990	
409	Road & Bridge	1999	214990 - Med/Heavy Truck-Local 10-45K GVW	International	4700 4X2	1HTSCABR6YH233060	
410	Road & Bridge	2001	214990 - Med/Heavy Truck-Local 10-45K GVW	International	4700 4X2	1HTSCABR71H404081	
411	Road & Bridge	2002	214990 - Med/Heavy Truck-Local 10-45K GVW	International	4700 4X2	1HTSCABR72H545086	
412	Road & Bridge	2001	214990 - Med/Heavy Truck-Local 10-45K GVW	International	4700 4X2	1HTSCABR91H404079	
413	Road & Bridge	2002	214990 - Med/Heavy Truck-Local 10-45K GVW	International	4700 4X2	1HTSCABR92H545087	
414	Road & Bridge	2002	214990 - Med/Heavy Truck-Local 10-45K GVW	International	4700 4X2	1HTSCABR92H545090	
415	Road & Bridge	2000	214990 - Med/Heavy Truck-Local 10-45K GVW	International	4700 4X2	1HTSCABRXYH328091	
416	Road & Bridge	2009	214990 - Med/Heavy Truck-Local 10-45K GVW	International	7400 SFA 6X4	1HTWHAAR19J184915	
417	Road & Bridge	2005	214990 - Med/Heavy Truck-Local 10-45K GVW	International	7400 SFA 6X4	1HTWHAAR25J179314	
418	Road & Bridge	2009	214990 - Med/Heavy Truck-Local 10-45K GVW	International	7400 SFA 6X4	1HTWHAAR39J184916	
419	Road & Bridge	2005	214990 - Med/Heavy Truck-Local 10-45K GVW	International	7400 SFA 6X4	1HTWHAAR45J179315	
420	Road & Bridge	2009	214990 - Med/Heavy Truck-Local 10-45K GVW	International	7400 SFA 6X4	1HTWHAAR59J184917	
421	Road & Bridge	2009	214990 - Med/Heavy Truck-Local 10-45K GVW	International	7400 SFA 6X4	1HTWHAARX9J184914	
422	Road & Bridge	2008	214990 - Med/Heavy Truck-Local 10-45K GVW	International	7300 SBA 4X2	1HTZZAAR28J038712	
423	Road & Bridge	2008	214990 - Med/Heavy Truck-Local 10-45K GVW	International	7300 SBA 4X2	1HTZZAAR28J558408	
424	Road & Bridge	2008	214990 - Med/Heavy Truck-Local 10-45K GVW	International	7300 SBA 4X2	1HTZZAAR48J038713	
425	Road & Bridge	2008	214990 - Med/Heavy Truck-Local 10-45K GVW	International	7300 SBA 4X2	1HTZZAAR48J558409	
426	Road & Bridge	2009	214990 - Med/Heavy Truck-Local 10-45K GVW	International	7300 SBA 4X2	1HTZZAAR99J184901	
427	Road & Bridge	2009	648100 - Buses-Soc. Srvc. Auto 1-8 Seats	Dodge	Grand Caravan	1HVBBABLXWH581902	
428	Road & Bridge	1998	007912 - Law Enforcement Other Emergency	International	3800 Truck	1HVBBABM2WH573804	
429	Road & Bridge	1998	684990 - Trailers-Local > 2000 lbs	Other	24DTA	1JKDTA234WA000949	
430	Road & Bridge	2008	684990 - Trailers-Local > 2000 lbs	Other	SAM	1P91510138G301150	
431	Road & Bridge	2005	684990 - Trailers-Local > 2000 lbs	Other	PIPEHUNTER TRAILER	1T9P718245P394083	
432	Road & Bridge	1999	684990 - Trailers-Local > 2000 lbs	Other	TK54BDU	1TKS04024XM027358	
433	Road & Bridge	1999	684990 - Trailers-Local > 2000 lbs	Other	TK54BDU	1TKS04026XM027359	
434	Road & Bridge	2000	214990 - Med/Heavy Truck-Local 10-45K GVW	Other	18X2.5HD	1V5BA182XY1133518	
435	Road & Bridge	1994	684990 - Trailers-Local > 2000 lbs	Other	TRAILER	1V5BA202XR1131254	
436	Road & Bridge	2004	014990 - Light Truck-Local 0-10K GVW	Ford	F150 XCAB	2FTRX17W64CA42335	
437	Road & Bridge	2004	014990 - Light Truck-Local 0-10K GVW	Ford	F150 XCAB	2FTRX17W94CA42331	
438	Road & Bridge	2015	214990 - Med/Heavy Truck-Local 10-45K GVW	Freightliner	TRACTOR TRUCK	3AKNGND1XFDGL1674	\$128,646.00
439	Road & Bridge	2000	014990 - Light Truck-Local 0-10K GVW	Ford	F750	3FDXF75H7YMA54839	
440	Road & Bridge	2004	214990 - Med/Heavy Truck-Local 10-45K GVW	Ford	F650	3FRNF65JX4V685875	
441	Road & Bridge	2006	214990 - Med/Heavy Truck-Local 10-45K GVW	Ford	F750	3FRXF75E16V376283	
442	Road & Bridge	1997	014990 - Light Truck-Local 0-10K GVW	Ford	F350 RCAB	3FTHF35H7YMA58922	
443	Road & Bridge	2001	684990 - Trailers-Local > 2000 lbs	Other	50LA-16	4K8NX162X1C72242	
444	Road & Bridge	2000	684990 - Trailers-Local > 2000 lbs	Other	UTILITY TRAILER	4K8PX1826Y1363991	
445	Road & Bridge	2003	684990 - Trailers-Local > 2000 lbs	Other	70TV	4K8UX142631E99915	
446	Road & Bridge	2014	684990 - Trailers-Local > 2000 lbs	Other	TRAILER	4R7BU1221E1T137412	\$1,535.00
447	Road & Bridge	2001	684990 - Trailers-Local > 2000 lbs	CPS	SBD-240	4Z41116261P003543	
448	Road & Bridge	2012	684990 - Trailers-Local > 2000 lbs	Other	WTSP	5F11S1016C1000255	\$4,000.00
449	Road & Bridge	2012	684990 - Trailers-Local > 2000 lbs	Other	WTSP	5F11S1018C1000256	\$4,000.00
450	Road & Bridge	2012	684990 - Trailers-Local > 2000 lbs	Other	WVTM	5F12S1218C1000257	\$4,000.00
451	Road & Bridge	2012	684990 - Trailers-Local > 2000 lbs	Other	WVTM	5F12S121XC1000258	\$4,000.00
452	Road & Bridge	2013	684990 - Trailers-Local > 2000 lbs	Other	WTLMB-SLL	5F12S1618D1001162	\$14,989.00
453	Road & Bridge	2010	684990 - Trailers-Local > 2000 lbs	Other	WSDT-S	5F15S0914A1001142	\$4,000.00
454	Road & Bridge	2010	684990 - Trailers-Local > 2000 lbs	Other	WSDT-S	5F15S0916A1001143	\$4,000.00
455	Road & Bridge	2004	684990 - Trailers-Local > 2000 lbs	CPS	SBD-240	5MC1116204P004837	
456	Road & Bridge	2008	684990 - Trailers-Local > 2000 lbs	CPS	LWB2-240	5MC1116278P008194	
457	Road & Bridge	2011	684990 - Trailers-Local > 2000 lbs	CPS	LWB2-240	5MC114022BP012588	\$5,000.00
458	Road & Bridge	2013	684990 - Trailers-Local > 2000 lbs	Other	TK110SA-483	ITKA0483DM041717	\$95,014.00
459	Road & Bridge	2016	014990 - Light Truck-Local 0-10K GVW	Ford	F150 PICKUP TRUCK	1FTFX1CF9GKD82132	24094
460	Sheriff	2008	684990 - Trailers-Local > 2000 lbs	Other	RESCUE ONE	00000JT138K6K708	
461	Sheriff	2000	648100 - Buses-Soc. Srvc. Auto 1-8 Seats	Dodge	CARAVAN	1B4GP44G5YB806552	
462	Sheriff	2015	007912 - Law Enforcement Other Emergency	Jeep	CHEROKEE	1C4RJEAG7FC31224	\$27,930.00
463	Sheriff	2015	007912 - Law Enforcement Other Emergency	Dodge	PICKUP TRUCK	1C4SDHFH7FC741203	\$30,266.00
464	Sheriff	2009	007912 - Law Enforcement Other Emergency	Dodge	DAKOTA	1D7HE38K29S749062	
465	Sheriff	2009	007912 - Law Enforcement Other Emergency	Dodge	DAKOTA	1D7HE38K39S806868	
466	Sheriff	2009	007912 - Law Enforcement Other Emergency	Dodge	DAKOTA	1D7HE38K49S749063	
467	Sheriff	2009	007912 - Law Enforcement Other Emergency	Dodge	DAKOTA	1D7HE38K59S806869	
468	Sheriff	2009	007912 - Law Enforcement Other Emergency	Dodge	DAKOTA	1D7HE38K69S749064	
469	Sheriff	2008	007912 - Law Enforcement Other Emergency	Dodge	DURANGO	1D8HD38N28F123138	
470	Sheriff	2008	007912 - Law Enforcement Other Emergency	Dodge	DURANGO	1D8HD38N48F123139	
471	Sheriff	2006	007911 - Law Enforcement PP Emergency	Ford	TAURUS	1FAFP53J46A213978	
472	Sheriff	2006	007911 - Law Enforcement PP Emergency	Ford	TAURUS	1FAFP53J96A114248	
473	Sheriff	2013	007911 - Law Enforcement PP Emergency	Ford	POLICE INTERCEP	1FAHP2M80D105800	\$38,127.00
474	Sheriff	2013	007911 - Law Enforcement PP Emergency	Ford	POLICE INTERCEP	1FAHP2M88D105799	\$38,127.00
475	Sheriff	2008	648100 - Buses-Soc. Srvc. Auto 1-8 Seats	Ford	E450 WALKIN VAN	1FCLA9L98DA37409	
476	Sheriff	2010	007912 - Law Enforcement Other Emergency	Ford	F550	1FDAF5HR2AEB36780	\$269,776.00
477	Sheriff	2013	007912 - Law Enforcement Other Emergency	Ford	EXPLORER	1FM5K7B81DGA14638	\$43,000.00
478	Sheriff	2015	007912 - Law Enforcement Other Emergency	Ford	Explorer	1FM5K7B83FGB75415	\$24,675.00
479	Sheriff	2014	007912 - Law Enforcement Other Emergency	Ford	EXPLORER	1FM5K7D88GAB80845	\$25,400.00
480	Sheriff	2013	007912 - Law Enforcement Other Emergency	Ford	EXPLORER POLICE	1FM5K8AR0DGA09060	\$41,168.00
481	Sheriff	2009	007912 - Law Enforcement Other Emergency	Ford	ESCAPE	1FMCU03G09KB19643	
482	Sheriff	2009	007912 - Law Enforcement Other Emergency	Ford	ESCAPE	1FMCU03G29KB19644	
483	Sheriff	2009	007912 - Law Enforcement Other Emergency	Ford	ESCAPE	1FMCU03G49KB19645	
484	Sheriff	2009	007912 - Law Enforcement Other Emergency	Ford	ESCAPE	1FMCU03G99KB19642	
485	Sheriff	2010	007912 - Law Enforcement Other Emergency	Ford	ESCAPE	1FMCUD0D6AKC22309	\$18,944.00
486	Sheriff	2009	007912 - Law Enforcement Other Emergency	Ford	Sport Trac	1FMEU33E19UA20049	
487	Sheriff	2008	007912 - Law Enforcement Other Emergency	Ford	EXPLORER	1FMEU63E38UA90751	
488	Sheriff	2008	007912 - Law Enforcement Other Emergency	Ford	EXPLORER	1FMEU63E58UA90752	
489	Sheriff	2013	007912 - Law Enforcement Other Emergency	Ford	F150 XCAB	1FTFX1CF50FB23825	\$21,035.00
490	Sheriff	2007	007912 - Law Enforcement Other Emergency	Ford	F150 XCAB	1FTRX12W07NA37928	
491	Sheriff	2009	007912 - Law Enforcement Other Emergency	Ford	F150 XCAB	1FTRX12W19KB23219	
492	Sheriff	2006	007912 - Law Enforcement Other Emergency	Ford	F250 XCAB	1FTSX21536ED10245	
493	Sheriff	2006	007912 - Law Enforcement Other Emergency	Ford	F250 XCAB	1FTSX21556ED10246	
494	Sheriff	2007	007912 - Law Enforcement Other Emergency	Ford	F150 XCAB	1FTVX12557NA54701	
495	Sheriff	2012	007911 - Law Enforcement PP Emergency	Chevrolet	MALIBU	1G1ZASU6CP261754	\$31,000.00
496	Sheriff	2007	007912 - Law Enforcement Other Emergency	Chevrolet	UPLANDER	1GBV13W17D172876	
497	Sheriff	2016	007912 - Law Enforcement Other Emergency	Chevrolet	2500 PICKUP TRUCK	1GC1KUEG4FF616527	\$36,813.00
498	Sheriff	2011	007912 - Law Enforcement Other Emergency	Chevrolet	2500 CREW CAB	1GC1KVCJ1BF156536	\$26,000.00
499	Sheriff	2007	007912 - Law Enforcement Other Emergency	Chevrolet	1500 XCAB	1GCC19047Z588013	
500	Sheriff	2002	648100 - Buses-Soc. Srvc. Auto 1-8 Seats	Chevrolet	2500 VAN	1GCFG25MX21234124	
501	Sheriff	2011	007912 - Law Enforcement Other Emergency	Chevrolet	1500 XCAB	1GCRCP00B2287306	\$25,000.00
502	Sheriff	2012	007912 - Law Enforcement Other Emergency	Chevrolet	1500	1GCRCP05C2216104	\$26,000.00
503	Sheriff	2012	007912 - Law Enforcement Other Emergency	Chevrolet	1500	1GCRCP06C2211154	\$26,000.00

504	Sheriff	2011	007912 - Law Enforcement Other Emergency	Chevrolet	1500 XCAB	1GCRPE08BZ291670	\$25,000.00
505	Sheriff	2013	007912 - Law Enforcement Other Emergency	Chevrolet	1500	1GCRPEA1D2281414	\$40,000.00
506	Sheriff	2013	007912 - Law Enforcement Other Emergency	Chevrolet	1500	1GCRPEA4DZ282699	\$40,000.00
507	Sheriff	2013	007912 - Law Enforcement Other Emergency	Chevrolet	1500	1GCRPEA4DZ282816	\$40,000.00
508	Sheriff	2013	007912 - Law Enforcement Other Emergency	Chevrolet	1500	1GCRPEAXDZ281413	\$40,000.00
509	Sheriff	2012	007912 - Law Enforcement Other Emergency	Chevrolet	1500	1GCRCEA6CZ217539	\$26,000.00
510	Sheriff	2013	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E00DR259816	\$50,000.00
511	Sheriff	2013	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E00DR260576	\$50,000.00
512	Sheriff	2013	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E00DR262361	\$50,000.00
513	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	Tahoe	1GNLC2E00ER210164	\$37,093.00
514	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E00ER213534	\$37,093.00
515	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E00ER213758	\$32,740.00
516	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E00ER216000	\$30,924.00
517	Sheriff	2013	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E01DR259890	\$50,000.00
518	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E01ER212179	\$37,093.00
519	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E01ER212201	\$31,452.00
520	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E01ER212795	\$39,093.00
521	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E01ER213834	\$37,093.00
522	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E01ER215776	\$37,093.00
523	Sheriff	2013	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E02DR262314	\$50,000.00
524	Sheriff	2013	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E02DR262345	\$50,000.00
525	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E02ER148489	\$45,620.00
526	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E02ER210716	\$37,093.00
527	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E02ER213566	\$37,093.00
528	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	Tahoe	1GNLC2E02ER216533	\$37,093.00
529	Sheriff	2013	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E03DR258532	\$50,000.00
530	Sheriff	2013	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E03DR259521	\$50,000.00
531	Sheriff	2013	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E03DR261611	\$50,000.00
532	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E03ER213611	\$37,093.00
533	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E03ER214354	\$37,093.00
534	Sheriff	2013	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E04DR259558	\$50,000.00
535	Sheriff	2013	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E05DR260315	\$50,000.00
536	Sheriff	2013	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E05DR260332	\$50,000.00
537	Sheriff	2013	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E05DR261318	\$50,000.00
538	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E05ER210788	\$37,093.00
539	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E05ER213528	\$37,093.00
540	Sheriff	2012	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E06CR238564	\$42,000.00
541	Sheriff	2013	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E06DR261330	\$50,000.00
542	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	Tahoe	1GNLC2E06ER210671	\$37,093.00
543	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E06ER212159	\$37,093.00
544	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E06ER215949	\$37,093.00
545	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E06ER216096	\$32,375.00
546	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E07ER210629	\$37,093.00
547	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E07ER212221	\$37,093.00
548	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E07ER214096	\$37,093.00
549	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E07ER214955	\$37,284.00
550	Sheriff	2012	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E08CR238243	\$42,000.00
551	Sheriff	2013	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E08DR261538	\$50,000.00
552	Sheriff	2013	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E08DR262351	\$50,000.00
553	Sheriff	2013	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E08DR262690	\$50,000.00
554	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E08ER210834	\$37,093.00
555	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E08ER214124	\$37,093.00
556	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E08ER214771	\$37,093.00
557	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E08ER214964	\$50,000.00
558	Sheriff	2013	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E09DR260401	\$50,000.00
559	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E09ER210860	\$37,093.00
560	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	Tahoe	1GNLC2E09ER213516	\$37,093.00
561	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E09ER214343	\$30,924.00
562	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E09ER214410	\$32,131.00
563	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E09ER215931	\$37,093.00
564	Sheriff	2013	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E0XDR261010	\$50,000.00
565	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E0XER210642	\$37,093.00
566	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E0XER212147	\$37,093.00
567	Sheriff	2014	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2E0XER214738	\$31,052.00
568	Sheriff	2015	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2EC0FR625349	\$42,662.00
569	Sheriff	2015	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2EC1FR624940	\$42,662.00
570	Sheriff	2015	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2EC2FR626616	\$42,650.00
571	Sheriff	2015	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2EC3FR623398	\$42,662.00
572	Sheriff	2015	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2EC3FR626379	\$37,489.00
573	Sheriff	2015	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2EC4FR546458	\$36,800.00
574	Sheriff	2015	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2EC4FR623569	\$37,489.00
575	Sheriff	2015	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2EC4FR623586	\$42,662.00
576	Sheriff	2015	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2EC4FR627041	\$37,419.00
577	Sheriff	2015	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2EC6FR626358	\$42,662.00
578	Sheriff	2015	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2EC7FR623419	\$37,260.00
579	Sheriff	2015	007912 - Law Enforcement Other Emergency	Chevrolet	Tahoe	1GNLC2EC7FR623727	\$37,419.00
580	Sheriff	2015	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2EC7FR624909	\$42,662.00
581	Sheriff	2015	007911 - Law Enforcement PP Emergency	Chevrolet	Tahoe	1GNLC2EC7FR627910	\$42,662.00
582	Sheriff	2015	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2EC7FR627941	\$42,662.00
583	Sheriff	2015	007912 - Law Enforcement Other Emergency	Chevrolet	Tahoe	1GNLC2EC9FR624961	\$37,419.00
584	Sheriff	2015	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2EC9FR626642	\$43,316.00
585	Sheriff	2015	007912 - Law Enforcement Other Emergency	Chevrolet	Tahoe	1GNLC2ECXFR623740	\$42,662.00
586	Sheriff	2015	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNLC2ECXFR623818	\$42,662.00
587	Sheriff	2015	007912 - Law Enforcement Other Emergency	Chevrolet	TAHOE	1GNSK2EC2FR602489	\$41,507.00
588	Sheriff	2015	007942 - Motorcycles	Other	MOTORCYCLE	1HDFMM13FB626067	\$20,046.00
589	Sheriff	2015	007912 - Law Enforcement Other Emergency	Ford	PICKUP TRUCK	1HDFMM17FB626119	\$23,587.00
590	Sheriff	2015	007942 - Motorcycles	Other	MOTORCYCLE	1HDFMM17FB628257	\$20,046.00
591	Sheriff	2015	007942 - Motorcycles	Other	MOTORCYCLE	1HDFMM19FB626185	\$20,046.00
592	Sheriff	2007	007942 - Motorcycles	Honda	TRX680FA	1HFT330474204692	
593	Sheriff	2005	684990 - Trailers-Local > 2000 lbs	Other	TRAILER	1V5AA151351115817	
594	Sheriff	1994	684990 - Trailers-Local > 2000 lbs	Other	TW 141M	1WC200F13R2024008	
595	Sheriff	2006	007911 - Law Enforcement PP Emergency	Ford	MUSTANG	1ZVFT80N965172953	
596	Sheriff	2007	007911 - Law Enforcement PP Emergency	Dodge	CHARGER	2B3KA43G27H714581	
597	Sheriff	2007	007911 - Law Enforcement PP Emergency	Dodge	CHARGER	2B3KA43G47H714582	
598	Sheriff	2008	007911 - Law Enforcement PP Emergency	Dodge	CHARGER	2B3KA43G48H199200	
599	Sheriff	2007	007911 - Law Enforcement PP Emergency	Dodge	CHARGER	2B3KA43G67H714583	
600	Sheriff	2008	007911 - Law Enforcement PP Emergency	Dodge	CHARGER	2B3KA43G68H199201	
601	Sheriff	2009	007911 - Law Enforcement PP Emergency	Dodge	CHARGER	2B3KA43V19H578445	
602	Sheriff	2009	007911 - Law Enforcement PP Emergency	Dodge	CHARGER	2B3KA43V49H578441	
603	Sheriff	2009	007911 - Law Enforcement PP Emergency	Dodge	CHARGER	2B3KA43V69H578442	
604	Sheriff	2009	007911 - Law Enforcement PP Emergency	Dodge	CHARGER	2B3KA43V89H578443	

605	Sheriff	2009	007911 - Law Enforcement PP Emergency	Dodge	CHARGER	2B3KA43VX9H578444	
606	Sheriff	2008	007911 - Law Enforcement PP Emergency	Dodge	CHARGER	2B3LA43G48H185852	
607	Sheriff	2008	007911 - Law Enforcement PP Emergency	Dodge	CHARGER	2B3LA43H18H185851	
608	Sheriff	2011	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FABP7BV0BX137665	\$30,000.00
609	Sheriff	2011	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FABP7BV1BX137660	\$30,000.00
610	Sheriff	2011	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FABP7BV2BX107857	\$30,000.00
611	Sheriff	2011	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FABP7BV2BX137666	\$30,000.00
612	Sheriff	2010	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FABP7BV3AX124326	\$29,500.00
613	Sheriff	2011	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FABP7BV3BX137661	\$30,000.00
614	Sheriff	2011	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FABP7BV3BX182485	\$30,000.00
615	Sheriff	2011	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FABP7BV4BX137667	\$30,000.00
616	Sheriff	2011	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FABP7BV4BX182446	\$30,000.00
617	Sheriff	2011	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FABP7BV4BX182480	\$30,000.00
618	Sheriff	2010	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FABP7BV5AX124330	\$29,500.00
619	Sheriff	2011	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FABP7BV5BX137659	\$30,000.00
620	Sheriff	2011	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FABP7BV5BX137662	\$30,000.00
621	Sheriff	2011	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FABP7BV5BX182441	\$30,000.00
622	Sheriff	2011	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FABP7BV6BX137668	\$30,000.00
623	Sheriff	2011	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FABP7BV6BX182481	\$30,000.00
624	Sheriff	2010	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FABP7BV7AX124328	\$29,500.00
625	Sheriff	2010	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FABP7BV7AX124331	\$29,543.00
626	Sheriff	2011	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FABP7BV7BX182442	\$30,000.00
627	Sheriff	2011	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FABP7BV8BX137669	\$30,000.00
628	Sheriff	2010	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FABP7BV9AX124329	\$29,500.00
629	Sheriff	2010	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FABP7BV9AX124332	\$29,500.00
630	Sheriff	2011	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FABP7BV9BX137664	\$30,000.00
631	Sheriff	2010	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FABP7BVXAX124324	\$29,500.00
632	Sheriff	2011	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FABP7BVXBX182483	\$30,000.00
633	Sheriff	2008	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FAFP71V18X161694	
634	Sheriff	2008	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FAFP71V38X155735	
635	Sheriff	2008	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FAFP71V38X161714	
636	Sheriff	2008	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FAFP71V48X161690	
637	Sheriff	2008	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FAFP71V88X161692	
638	Sheriff	2007	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FAFP71W27X160352	
639	Sheriff	2007	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FAFP71W47X105532	
640	Sheriff	2007	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FAFP71W67X105533	
641	Sheriff	2006	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FAFP71W6X142597	
642	Sheriff	2007	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FAFP71W7X157747	
643	Sheriff	2009	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FAHP71V09X118667	
644	Sheriff	2009	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FAHP71V29X118668	
645	Sheriff	2009	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FAHP71V29X129105	
646	Sheriff	2009	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FAHP71V39X129114	
647	Sheriff	2009	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FAHP71V59X117871	
648	Sheriff	2009	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FAHP71V59X129115	
649	Sheriff	2009	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FAHP71V79X129116	
650	Sheriff	2009	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FAHP71V89X118657	
651	Sheriff	2009	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FAHP71V89X129111	
652	Sheriff	2009	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FAHP71V99X118666	
653	Sheriff	2009	007911 - Law Enforcement PP Emergency	Ford	CROWN VICTORIA	2FAHP71V99X129117	
654	Sheriff	2004	007912 - Law Enforcement Other Emergency	Ford	F150 XCAB	2FTRX17W74CA50511	
655	Sheriff	2014	007911 - Law Enforcement PP Emergency	Chevrolet	IMPALA	2G1WA5E30E1145521	\$19,445.00
656	Sheriff	2014	007911 - Law Enforcement PP Emergency	Chevrolet	IMPALA	2G1WA5E31E1145785	\$19,445.00
657	Sheriff	2015	007911 - Law Enforcement PP Emergency	Chevrolet	IMPALA	2G1WA5E32F1129919	\$18,207.00
658	Sheriff	2014	007911 - Law Enforcement PP Emergency	Chevrolet	IMPALA	2G1WA5E35E1144543	\$19,445.00
659	Sheriff	2014	007911 - Law Enforcement PP Emergency	Chevrolet	IMPALA	2G1WA5E38E1145704	\$19,445.00
660	Sheriff	2014	007911 - Law Enforcement PP Emergency	Chevrolet	IMPALA	2G1WA5E3XE1145915	\$19,445.00
661	Sheriff	2004	007911 - Law Enforcement PP Emergency	Chevrolet	IMPALA	2G1WF52K049311128	
662	Sheriff	2004	007911 - Law Enforcement PP Emergency	Chevrolet	IMPALA	2G1WF52K849307456	
663	Sheriff	2013	007911 - Law Enforcement PP Emergency	Chevrolet	IMPALA	2G1WF5E31D1216824	\$40,000.00
664	Sheriff	2006	007911 - Law Enforcement PP Emergency	Chevrolet	IMPALA	2G1WS551869420454	
665	Sheriff	2007	007911 - Law Enforcement PP Emergency	Chevrolet	IMPALA	2G1WS55R879415360	
666	Sheriff	2008	007912 - Law Enforcement Other Emergency	Honda	Ridgeline	2HJYK1627H539018	\$23,990.00
667	Sheriff	2015	007912 - Law Enforcement Other Emergency	Dodge	1500 Pickup Truc	3C6RR6KT7FG584820	\$23,990.00
668	Sheriff	2015	007912 - Law Enforcement Other Emergency	Dodge	1500 Pickup Truck	3C6RR6KT7FG584819	\$21,590.00
669	Sheriff	2011	007912 - Law Enforcement Other Emergency	Chevrolet	1500	3GCPCE00B6210975	\$25,000.00
670	Sheriff	2011	007912 - Law Enforcement Other Emergency	Chevrolet	1500	3GCPCE08B6265626	\$24,000.00
671	Sheriff	2011	007912 - Law Enforcement Other Emergency	Chevrolet	1500	3GCPCE09B6210201	\$25,000.00
672	Sheriff	2015	007912 - Law Enforcement Other Emergency	Chevrolet	1500 PICKUP TRUCK	3GCPCE0FG345745	\$27,858.00
673	Sheriff	2012	007912 - Law Enforcement Other Emergency	Chevrolet	1500	3GCPCE01C6218507	\$26,000.00
674	Sheriff	2001	007912 - Law Enforcement Other Emergency	Chevrolet	SUBURBAN	3GNEC16T81G167490	
675	Sheriff	2001	684990 - Trailers-Local > 2000 lbs	Pace American	WS612SHD	4Z7FB12171X015575	
676	Sheriff	2003	684990 - Trailers-Local > 2000 lbs	Other	BRUSH BUSTER	49TSG162831061439	
677	Sheriff	2002	684990 - Trailers-Local > 2000 lbs	Other	TRAILER	4D6EB12142C004123	
678	Sheriff	2004	684990 - Trailers-Local > 2000 lbs	Other	TRAILER	4D6EB12144C006571	
679	Sheriff	1997	684990 - Trailers-Local > 2000 lbs	Other	TRAILER	4FFB51217VS002831	
680	Sheriff	2008	684990 - Trailers-Local > 2000 lbs	Other	RCS-1	4J2BDMR1881095477	
681	Sheriff	2014	684990 - Trailers-Local > 2000 lbs	Chevrolet	LARK TRAILER	571BE2026EM003302	\$5,536.00
682	Sheriff	2007	007911 - Law Enforcement PP Emergency	Toyota	AVALON	5TEKU72N07Z387867	
683	Sheriff	2009	007912 - Law Enforcement Other Emergency	Toyota	TACOMA	5TETX22N19Z651907	
684	Sheriff	2012	684990 - Trailers-Local > 2000 lbs	Other	CLASSIC	5VNBU1228CT101222	\$4,000.00
685	Sheriff	2015	007912 - Law Enforcement Other Emergency	Jeep	GRAND CHEROKEE	1C4RJEAG8F7C63663	\$27,345.00
686	Sheriff	2008	007912 - Law Enforcement Other Emergency	Toyota	HIGHLANDER	JTDS42482065485	
687	Sheriff	2016	007912 - Law Enforcement Other Emergency	Dodge	RAM PICKUP TRUCK	1C6RR6F78GS293038	\$21,293
688	Sheriff	2016	007912 - Law Enforcement Other Emergency	Dodge	RAM PICKUP TRUCK	1C6RR6F76GS293037	\$20,848
689	Sheriff	2016	007912 - Law Enforcement Other Emergency	Dodge	DURANGO	1C4RDHF5G5GC369881	\$25,091.00
690	Sheriff	2016	007912 - Law Enforcement Other Emergency	Dodge	RAM 1500 PICKUP TRUCK	1C6RR6F74GS293036	\$21,293.00
691	Sheriff	2016	007911 - Law Enforcement PP Emergency	Chevrolet	IMPALA	2G1WD5E30G1159090	\$18,865.00
692	URS	2016	014990 - Light Truck-Local 0-10K GVW	Ford	F250 PICKUP TRUCK	1FTBF2A60GE855327	\$22,963.00
693	URS	2016	014990 - Light Truck-Local 0-10K GVW	Ford	F250 PICKUP TRUCK	1FTBF2A67GE855325	\$23,050.00
694	URS	2016	014990 - Light Truck-Local 0-10K GVW	Ford	F250 PICKUP TRUCK	1FTBF2A69GE855326	\$22,718.00
							\$20,438,653.89

## Williamson County - Loss Run Summary

<b>Auto Liability</b>	<b>10/1/15 - 10/1/16</b>	<b>10/1/14 - 10/1/15</b>	<b>10/1/13 - 10/1/14</b>	<b>10/1/12 - 10/1/13</b>	<b>10/1/11 - 10/1/12</b>
<b>Carrier</b>	<b>Texas Association of Counties</b>				
VALUATION DATE	05/16/16	05/16/16	05/16/16	05/16/16	05/16/16
NUMBER OF CLAIMS REPORTED	15	29	8	26	34
PAID LOSS	\$16,471	\$65,511	\$38,709	\$192,060	\$190,869
RESERVES	\$17,694	\$5,000	\$0	\$0	\$0
RECOVERIES	\$0	(\$86)	\$0	\$0	(\$4,240)
DEDUCTIBLE PAID BY WILCO	\$3,360	\$12,992	\$5,000	\$11,233	\$17,970
<b>CARRIER INCURRED LOSSES (PD &amp; O/S)</b>	<b>\$34,165</b>	<b>\$70,425</b>	<b>\$38,709</b>	<b>\$192,060</b>	<b>\$186,629</b>
<b>Auto Physical Damage</b>	<b>10/1/15 - 10/1/16</b>	<b>10/1/14 - 10/1/15</b>	<b>10/1/13 - 10/1/14</b>	<b>10/1/12 - 10/1/13</b>	<b>10/1/11 - 10/1/12</b>
<b>Carrier</b>	<b>Texas Association of Counties</b>	<b>Texas Association of Counties</b>	<b>Texas Association of Counties</b>	<b>N/A</b>	<b>N/A</b>
VALUATION DATE	05/16/16	05/16/16	05/16/16		
NUMBER OF CLAIMS REPORTED	23	28	18		
PAID LOSS	\$79,537	\$171,355	\$65,696		
RESERVES	\$16,668	\$0	\$5,000		
RECOVERIES	\$0	(\$99,181)	(\$8,979)		
DEDUCTIBLE PAID BY WILCO	\$20,000	\$37,500	\$20,000		
<b>CARRIER INCURRED LOSSES (PD &amp; O/S)</b>	<b>\$96,205</b>	<b>\$72,174</b>	<b>\$61,717</b>		
<b>Property</b>	<b>7/1/15 - 7/1/16</b>	<b>7/1/14 - 7/1/15</b>	<b>10/1/13 - 7/1/14</b>	<b>10/1/12 - 10/1/13</b>	<b>10/1/11 - 10/1/12</b>
<b>Carrier</b>	<b>Texas Association of Counties</b>	<b>Texas Association of Counties</b>	<b>Texas Association of Counties</b>	<b>Affiliated FM</b>	<b>Affiliated FM</b>
VALUATION DATE	05/16/16	05/16/16	05/16/16	05/12/16	05/12/16
NUMBER OF CLAIMS REPORTED	1	7	1	2	0
PAID LOSS	\$878	\$17,860	\$86,953	\$106,600	\$0
RECOVERIES	\$0	\$0	\$0	\$0	\$0
RESERVES	\$0	\$0	\$10,159	\$0	\$0
DEDUCTIBLE PAID BY WILCO	\$0	\$20,000	\$10,000	\$10,000	\$0
<b>CARRIER INCURRED LOSSES (PD &amp; O/S)</b>	<b>\$878</b>	<b>\$17,860</b>	<b>\$97,112</b>	<b>\$106,600</b>	<b>\$0</b>
<b>Public Official Liability</b>	<b>10/1/15 - 10/1/16</b>	<b>9/1/14 - 10/1/15</b>	<b>9/1/13 - 9/1/14</b>	<b>2012 - 2013</b>	<b>2011 - 2012</b>
<b>Carrier</b>	<b>Texas Association of Counties</b>	<b>Texas Association of Counties</b>	<b>Texas Association of Counties</b>	<b>N/A</b>	<b>N/A</b>
VALUATION DATE	05/16/16	05/16/16	05/16/16		
NUMBER OF CLAIMS REPORTED	1	4	8		
PAID LOSS	\$14,028	\$0	\$45,998		
RECOVERIES	\$0	\$0	\$0		
RESERVES	\$1,472	\$5,000	\$19,002		
DEDUCTIBLE PAID BY WILCO	\$0	\$26,081	\$46,540		
<b>CARRIER INCURRED LOSSES (PD &amp; O/S)</b>	<b>\$15,500</b>	<b>\$5,000</b>	<b>\$65,000</b>		

\*\*Please note that the property loss shown in the 2012-2013 Policy Period occurred in 2009. The claim was reported in 2013.

## Williamson County - Claims in Excess of \$25k

## AUTO LIABILITY

CLAIM NUMBER	DATE OF LOSS	TYPE OF LOSS	TOTAL PAID	OS RESERVES	RECOVERIES	DEDUCTIBLE	TOTAL CARRIER INCURRED	STATUS	DESCRIPTION OF INCIDENT
AL201204216-2	10/5/2012	AL	\$136,986.00	\$0.00	\$0.00	\$1,000.00	\$136,986.00	CLOSED	FAILURE TO YIELD RIGHT OF WAY
AL201204216-3	10/5/2012	AL	\$44,291.00	\$0.00	\$0.00	\$0.00	\$44,291.00	CLOSED	FAILURE TO YIELD RIGHT OF WAY
AL201102537-1 & AL201102538-1	12/7/2011	AL	\$43,895.00	\$0.00	\$0.00	\$1,000.00	\$43,895.00	CLOSED	FAILURE TO CONTROL SPEED
AL201203948-1,2 & 3	9/2/2012	AL	\$24,660.00	\$0.00	\$0.00	\$1,000.00	\$24,660.00	CLOSED	FAILURE TO MAINTAIN LANE
AL201406578-1	7/20/2014	AL	\$29,000.00	\$0.00	\$0.00	\$1,000.00	\$29,000.00	CLOSED	COLLISION WHILE RESPONDING
AL201507493-1	3/12/2015	AL	\$27,786.00	\$0.00	\$0.00	\$1,000.00	\$27,786.00	CLOSED	BACKED WITHOUT SAFETY
<b>AUTO LIABILITY TOTALS:</b>			<b>\$306,618.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,000.00</b>	<b>\$306,618.00</b>		

## AUTO PHYSICAL DAMAGE

CLAIM NUMBER	DATE OF LOSS	TYPE OF LOSS	TOTAL PAID	OS RESERVES	RECOVERIES	DEDUCTIBLE	TOTAL CARRIER INCURRED	STATUS	DESCRIPTION OF INCIDENT
APD201406505-1	3/30/2014	APD	\$28,343.00	\$2,500.00	(\$8,979.00)	\$2,500.00	\$21,864.00	OPEN	STRUCK BY VEHICLE
APD201507310-1	1/24/2015	APD	\$28,843.00	\$0.00	(\$3,772.00)	\$2,500.00	\$25,071.00	CLOSED	FAILURE TO MAINTAIN LANE
<b>AUTO PHYSICAL DAMAGE TOTALS:</b>			<b>\$28,843.00</b>	<b>\$0.00</b>	<b>(\$12,751.00)</b>		<b>\$46,935.00</b>		

## PROPERTY

CLAIM NUMBER	DATE OF LOSS	TYPE OF LOSS	TOTAL PAID	OS RESERVES	RECOVERIES	DEDUCTIBLE	TOTAL CARRIER INCURRED	STATUS	DESCRIPTION OF INCIDENT
PR201406111-1	3/28/2014	SPP	\$86,953.00	\$10,159.00	\$0.00	\$10,000.00	\$97,112.00	OPEN	HAIL
420154	3/25/2009	SPP	\$106,600.00	\$0.00	\$0.00	\$10,000.00	\$106,600.00	CLOSED	WIND AND HAIL
<b>PROPERTY TOTALS:</b>			<b>\$193,553.00</b>	<b>\$10,159.00</b>	<b>\$0.00</b>		<b>\$203,712.00</b>		

## PUBLIC OFFICIAL LIABILITY

CLAIM NUMBER	DATE OF LOSS	TYPE OF LOSS	TOTAL PAID	OS RESERVES	RECOVERIES	DEDUCTIBLE	TOTAL CARRIER INCURRED	STATUS	DESCRIPTION OF INCIDENT
PO201305659-1	10/8/2013	POL	\$45,998.00	\$19,002.00	\$0.00	\$25,000.00	\$65,000.00	OPEN	WRONGFUL TERMINATION - OTHER
<b>PUBLIC OFFICIAL LIABILITY TOTALS:</b>			<b>\$45,998.00</b>	<b>\$19,002.00</b>	<b>\$0.00</b>		<b>\$65,000.00</b>		

Williamson County, Texas  
WILLIAMSON COUNTY  
SOV AS OF 10-1-16

Building Description	Street Address	City	State	Zip Code	Entry Alarm	Fire Alarm	Sprinkler	Const. Type	Year Built	Stories	Sq. Ft.	Building Value	Content Value	Site Improvement	Total Value
TOWER RCS CEDAR PARK SOUTH #10	1302 FIRE LANE	CEDAR PARK	TX	78613	N	N	N	ISO-3	2014	1	-	\$800,000	\$0	\$0	\$800,000
CEDAR PARK RCS COMMUNICATIONS SHELTER	1302 FIRE LANE	CEDAR PARK	TX	78613	N	N	N	ISO-3	2014	1	-	\$1,200,000	\$0	\$10,000	\$1,210,000
MUSEUM AND OLD BANK BUILDING	716 S. AUSTIN AVENUE	GEORGETOWN	TX	78626	Y	Y	N	ISO-4	1911	2	5,068	\$1,625,000	\$107,000	\$0	\$1,732,000
LEASED BUILDING IN LEANDER	1401 HWY 183	LEANDER	TX	78641	N	N	N	ISO-1	1999	2	6,686	\$415,000	\$0	\$0	\$415,000
WILLIAMSON COUNTY COURTHOUSE	710 S. MAIN STREET	GEORGETOWN	TX	78626	N	Y	Y	ISO-6	1911	4	40,592	\$10,209,000	\$1,031,000	\$22,000	\$11,262,000
EMERGENCY OPERATIONS CENTER	911 TRACY CHAMBERS LANE	GEORGETOWN	TX	78626	N	Y	Y	ISO-6	2013	1	28,964	\$10,490,000	\$6,598,000	\$355,000	\$17,443,000
JUVENILE CENTER	1821 SE INNER LOOP	GEORGETOWN	TX	78626	N	Y	Y	ISO-4	2003	1	116,688	\$23,507,000	\$2,192,000	\$247,000	\$25,946,000
GREENHOUSE	1821 SE INNER LOOP	GEORGETOWN	TX	78626	N	N	N	ISO-1	2008	1	120	\$1,000	\$0	\$0	\$1,000
STORAGE BUILDING	1821 SE INNER LOOP	GEORGETOWN	TX	78626	N	N	N	ISO-3	2010	1	1,120	\$80,000	\$15,000	\$0	\$95,000
MORGAN STORAGE SHED #1	1821 SE INNER LOOP	GEORGETOWN	TX	78626	N	N	N	ISO-3	2008	1	96	\$2,000	\$1,000	\$0	\$3,000
MORGAN STORAGE SHED #2	1821 SE INNER LOOP	GEORGETOWN	TX	78626	N	N	N	ISO-3	2008	1	96	\$2,000	\$1,000	\$0	\$3,000
RED STORAGE SHED	1821 SE INNER LOOP	GEORGETOWN	TX	78626	N	N	N	ISO-1	2010	1	60	\$2,000	\$1,000	\$0	\$3,000
ANIMAL STORAGE SHED	1821 SE INNER LOOP	GEORGETOWN	TX	78626	N	N	N	ISO-1	2005	1	48	\$1,000	\$1,000	\$0	\$2,000
ANIMAL SHELTER	1821 SE INNER LOOP	GEORGETOWN	TX	78626	N	N	N	ISO-1	2000	1	540	\$22,000	\$0	\$0	\$22,000
WELL HOUSE/TANK	1821 SE INNER LOOP	GEORGETOWN	TX	78626	N	N	N	ISO-1	2005	1	120	\$17,000	\$7,000	\$0	\$24,000
CHILDREN'S ADVOCACY BUILDING	1811 SE INNER LOOP	GEORGETOWN	TX	78626	Y	Y	Y	ISO-1	2005	1	7,867	\$1,059,000	\$153,000	\$22,000	\$1,234,000
COMMUNITY CENTER BUILDING	3407 RANCH ROAD 1869	LIBERTY HILL	TX	78642	N	N	N	ISO-1	1981	1	2,278	\$286,000	\$23,000	\$0	\$309,000
OLD CONSTABLE OFFICE	3407 RANCH ROAD 1869	LIBERTY HILL	TX	78642	N	N	N	ISO-1	2000	1	208	\$10,000	\$2,000	\$0	\$12,000
STORAGE SHED	3407 RANCH ROAD 1869	LIBERTY HILL	TX	78642	N	N	N	ISO-1	2000	1	208	\$3,000	\$3,000	\$0	\$6,000
ROAD AND BRIDGE GARAGE	3404 RANCH ROAD 1869	LIBERTY HILL	TX	78642	N	N	N	ISO-1	1960	1	2,400	\$80,000	\$0	\$9,000	\$89,000
STORAGE SHED	3404 RANCH ROAD 1869	LIBERTY HILL	TX	78642	N	N	N	ISO-1	2000	1	320	\$15,000	\$4,000	\$0	\$19,000
JESTER ANNEX	1801 OLD SETTLERS BOULEVARD	ROUND ROCK	TX	78664	N	Y	Y	ISO-4	2010	1	28,074	\$4,715,000	\$590,000	\$0	\$5,305,000
EMS/SHERIFF STATION (MEDIC 11)	1781 OLD SETTLERS BOULEVARD	ROUND ROCK	TX	78664	N	Y	Y	ISO-4	2010	1	6,556	\$1,462,000	\$102,000	\$73,000	\$1,637,000
HUTTO ANNEX	3502 EXCHANGE BOULEVARD	HUTTO	TX	78664	N	N	N	ISO-4	2007	1	7,160	\$1,218,000	\$188,000	\$14,000	\$1,420,000
GUN RANGE PORTABLE OFFICE	3901 COUNTY ROAD 130	HUTTO	TX	78642	N	N	N	ISO-1	2002	1	640	\$56,000	\$13,000	\$160,000	\$229,000
TRAPP #2 SHOOTING PAVILION	3901 COUNTY ROAD 130	HUTTO	TX	78634	N	N	N	ISO-3	2002	1	904	\$29,000	\$0	\$0	\$29,000
STORAGE BUILDING #1	3901 COUNTY ROAD 130	HUTTO	TX	78642	N	N	N	ISO-1	2002	1	120	\$3,000	\$2,000	\$0	\$5,000
RANGE # 2 PORTABLE OFFICE	3901 COUNTY ROAD 130	HUTTO	TX	78642	N	N	N	ISO-1	2002	1	240	\$12,000	\$2,000	\$0	\$14,000
METAL STORAGE SHED	3901 COUNTY ROAD 130	HUTTO	TX	78642	N	N	N	ISO-3	2002	1	120	\$2,000	\$2,000	\$0	\$4,000
LARGE PAVILION	3901 COUNTY ROAD 130	HUTTO	TX	78634	N	N	N	ISO-3	2002	1	8,288	\$198,000	\$0	\$0	\$198,000
STORAGE BUILDING #2	3901 COUNTY ROAD 130	HUTTO	TX	78642	N	N	N	ISO-1	2002	1	240	\$12,000	\$2,000	\$0	\$14,000
RESTROOM BUILDING	3901 COUNTY ROAD 130	HUTTO	TX	78634	N	N	N	ISO-2	2002	1	480	\$77,000	\$2,000	\$0	\$79,000
HUTTO COMMUNITY BUILDING	COUNTY ROAD 130	HUTTO	TX	78634	N	N	N	ISO-3	2002	1	1,792	\$94,000	\$0	\$0	\$94,000
HEALTH DEPARTMENT BUILDING	100 W 3RD STREET	GEORGETOWN	TX	78626	N	N	N	ISO-4	1974	1	7,490	\$1,018,000	\$158,000	\$4,000	\$1,180,000
HEALTH DEPT/EDUCATION OFFICE	100 W. 3RD STREET	GEORGETOWN	TX	78626	N	Y	N	ISO-4	1888	3	18,152	\$3,919,000	\$286,000	\$3,000	\$4,208,000
EDUCATION CENTER	100 W. 3RD STREET	GEORGETOWN	TX	78626	N	N	N	ISO-4	1974	1	768	\$110,000	\$16,000	\$0	\$126,000
STORAGE SHED	100 W. 3RD STREET	GEORGETOWN	TX	78626	N	N	N	ISO-1	2000	1	64	\$2,000	\$1,000	\$0	\$3,000
PARKING GARAGE	305 W. 4TH STREET	GEORGETOWN	TX	78626	N	Y	Y	ISO-6	2003	4	172,800	\$7,993,000	\$0	\$0	\$7,993,000
OFFICE BUILDING 306	306 W. 7TH STREET	GEORGETOWN	TX	78626	N	N	N	ISO-2	1980	1	1,842	\$231,000	\$0	\$7,000	\$238,000
OFFICE BUILDING 308	308 W. 7TH STREET	GEORGETOWN	TX	78626	N	N	N	ISO-1	1980	1	2,728	\$265,000	\$0	\$0	\$265,000
OFFICE BUILDING 310	310 W. 7TH STREET	GEORGETOWN	TX	78626	N	N	N	ISO-1	1980	1	2,379	\$257,000	\$0	\$0	\$257,000
OFFICE BUILDING	321 W. 8TH STREET	GEORGETOWN	TX	78626	N	N	N	ISO-3	1980	1	7,070	\$460,000	\$279,000	\$0	\$739,000
OFFICE BUILDING	323 W. 8TH STREET	GEORGETOWN	TX	78626	N	N	N	ISO-3	1980	1	2,000	\$189,000	\$42,000	\$0	\$231,000
WAREHOUSE 401	401 W. 8TH STREET	GEORGETOWN	TX	78626	N	N	N	ISO-3	1972	1	7,200	\$342,000	\$0	\$1,000	\$343,000
WAREHOUSE 402	402 W. 8TH STREET	GEORGETOWN	TX	78626	N	N	N	ISO-3	1970	1	4,080	\$241,000	\$0	\$0	\$241,000
WILLIAM LOTT BUILDING	107 S. HOLLY STREET	GEORGETOWN	TX	78626	N	N	N	ISO-3	1985	1	7,498	\$1,263,000	\$118,000	\$6,000	\$1,387,000
PORTABLE CLASSROOM #1	107 S. HOLLY STREET	GEORGETOWN	TX	78626	N	N	N	ISO-1	2000	1	768	\$68,000	\$51,000	\$0	\$119,000
PORTABLE CLASSROOM #2	107 S. HOLLY STREET	GEORGETOWN	TX	78626	N	N	N	ISO-1	2000	1	768	\$68,000	\$11,000	\$0	\$79,000
CEDAR PARK ANNEX BUILDING	350 DISCOVERY ROAD	CEDAR PARK	TX	78613	N	Y	Y	ISO-4	1998	2	32,078	\$4,012,000	\$674,000	\$77,000	\$4,763,000
SHOW BARN	425 SAN GABRIEL LOOP	GEORGETOWN	TX	78626	N	N	N	ISO-3	1977	1	38,940	\$849,000	\$62,000	\$52,000	\$963,000
ARENA	210 CARLOS PARKER BOULEVARD	TAYLOR	TX	76574	N	N	N	ISO-3	2004	1	60,000	\$3,585,000	\$0	\$700,000	\$4,285,000
STORAGE BUILDING	210 CARLOS PARKER BOULEVARD	TAYLOR	TX	76574	N	N	N	ISO-1	2004	1	528	\$36,000	\$10,000	\$0	\$46,000
SMALL RESTROOM BUILDING	210 CARLOS PARKER BOULEVARD	TAYLOR	TX	78574	N	N	N	ISO-2	2004	1	141	\$40,000	\$0	\$0	\$40,000
CONCESSIONS BUILDING	210 CARLOS PARKER BOULEVARD	TAYLOR	TX	76574	N	N	N	ISO-2	2004	1	1,364	\$150,000	\$11,000	\$0	\$161,000
WALK-IN COOLER	210 CARLOS PARKER BOULEVARD	TAYLOR	TX	78574	N	N	N	ISO-3	2004	1	112	\$20,000	\$0	\$0	\$20,000
RESTROOM BUILDING	210 CARLOS PARKER BOULEVARD	TAYLOR	TX	76574	N	N	N	ISO-2	2004	1	1,320	\$195,000	\$4,000	\$0	\$199,000
PORTABLE OFFICE	210 CARLOS PARKER BOULEVARD	TAYLOR	TX	78574	N	N	N	ISO-1	2004	1	1,152	\$99,000	\$12,000	\$0	\$111,000
TICKET BOOTH	210 CARLOS PARKER BOULEVARD	TAYLOR	TX	78574	N	N	N	ISO-1	2004	1	200	\$18,000	\$1,000	\$0	\$19,000
ROAD AND BRIDGE GARAGE	1000 E. DAVILLA STREET	GRANGER	TX	76530	N	N	N	ISO-3	1970	1	6,000	\$174,000	\$79,000	\$54,000	\$307,000
TRACTOR STORAGE BUILDING	1000 E. DAVILLA STREET	GRANGER	TX	76530	N	N	N	ISO-1	1970	1	7,984	\$195,000	\$49,000	\$0	\$244,000
OFFICE BUILDING	1000 E. DAVILLA STREET	GRANGER	TX	76530	N	N	N	ISO-1	1990	1	720	\$69,000	\$14,000	\$0	\$83,000
EQUIPMENT STORAGE BUILDING	1000 E. DAVILLA STREET	GRANGER	TX	76530	N	N	N	ISO-3	1970	1	1,500	\$58,000	\$19,000	\$0	\$77,000
ROUND ROCK ANNEX BUILDING A	211 COMMERCE COVE ROAD	ROUND ROCK	TX	78682	N	N	N	ISO-4	1985	1	14,572	\$1,622,000	\$306,000	\$42,000	\$1,970,000
ROUND ROCK ANNEX BUILDING B	211 COMMERCE COVE ROAD	ROUND ROCK	TX	78682	N	N	N	ISO-4	1985	1	14,056	\$1,535,000	\$295,000	\$0	\$1,830,000
ROAD AND BRIDGE GARAGE	1 HALF MILES WEST FM 970	FLORENCE	TX	76527	N	N	N	ISO-1	1980	1	1,600	\$72,000	\$21,000	\$82,000	\$175,000
VECHILE STORAGE BUILDING	1 HALF MILES WEST FM 970	FLORENCE	TX	76527	N	N	N	ISO-3	2000	1	2,304	\$56,000	\$4,000	\$0	\$60,000
JAIL AND SHERIFF OFFICES	508 S. ROCK STREET	GEORGETOWN	TX	78626	Y	Y	Y	ISO-4	1991	4	364,016	\$69,500,000	\$6,835,000	\$13,000	\$76,348,000

Williamson County, Texas  
WILLIAMSON COUNTY  
SOV AS OF 10-1-16

Building Description	Street Address	City	State	Zip Code	Entry Alarm	Fire Alarm	Sprinkler	Const. Type	Year Built	Stories	Sq. Ft.	Building Value	Content Value	Site Improvement	Total Value
CRIMINAL JUSTICE CENTER	405 MARTIN LUTHER KING STREET	GEORGETOWN	TX	78626	Y	Y	Y	ISO-4	2010	2	117,561	\$24,009,000	\$4,352,000	\$17,000	\$28,378,000
EMS HEADQUARTERS BUILDING	305 MARTIN LUTHER KING STREET	GEORGETOWN	TX	78626	N	N	N	ISO-1	1994	1	1,800	\$184,000	\$76,000	\$0	\$260,000
COUNTY ANNEX OFFICES	301 INNER LOOP	GEORGETOWN	TX	78626	N	Y	N	ISO-4	2000	1	67,696	\$5,525,000	\$3,321,000	\$29,000	\$8,875,000
CTTC FACILITY	601 N. ALLIGATOR STREET	GRANGER	TX	76530	Y	Y	Y	ISO-2	2003	1	26,564	\$2,501,000	\$249,000	\$39,000	\$2,789,000
WOOD STORAGE BUILDING	601 N. ALLIGATOR STREET	GRANGER	TX	76530	N	N	N	ISO-1	2000	1	224	\$12,000	\$3,000	\$0	\$15,000
METAL STORAGE BUILDING #1	601 N. ALLIGATOR STREET	GRANGER	TX	76530	N	N	N	ISO-3	2005	1	384	\$8,000	\$5,000	\$0	\$13,000
METAL STORAGE BUILDING #2	601 N. ALLIGATOR STREET	GRANGER	TX	76530	N	N	N	ISO-3	2005	1	384	\$8,000	\$5,000	\$0	\$13,000
EMS STATION MEDIC 42	1425 N. MAIN STREET	TAYLOR	TX	78626	N	N	N	ISO-1	1994	1	1,200	\$122,000	\$15,000	\$6,000	\$143,000
TAYLOR ANNEX BUILDING	412 VANCE STREET	TAYLOR	TX	76574	N	Y	N	ISO-4	1999	2	18,092	\$3,014,000	\$380,000	\$6,000	\$3,400,000
TAX OFFICE/ CARQUEST STORE	904 S. MAIN STREET	GEORGETOWN	TX	78626	N	Y	N	ISO-4	1985	1	24,171	\$2,195,000	\$0	\$0	\$2,195,000
RESIDENTIAL HOUSE	9769 W. STATE HIGHWAY 29	GEORGETOWN	TX	78628	N	N	N	ISO-1	1980	2	3,360	\$368,000	\$2,000	\$5,000	\$375,000
DETACHED STORAGE GARAGE	9769 W. STATE HIGHWAY 29	GEORGETOWN	TX	78628	N	N	N	ISO-1	1980	1	288	\$20,000	\$4,000	\$0	\$24,000
COMMUNITY CENTER	14774 FM 1115	SCHWERTNER	TX	76573	N	N	N	ISO-3	2002	1	3,600	\$453,000	\$37,000	\$20,000	\$510,000
BARN #1	1801 COUNTY ROAD 152	GEORGETOWN	TX	78626	N	N	N	ISO-1	1950	1	240	\$7,000	\$0	\$0	\$7,000
TOOL HUT	1801 COUNTY ROAD 152	GEORGETOWN	TX	78626	N	N	N	ISO-1	1950	1	64	\$3,000	\$0	\$0	\$3,000
PARK OFFICE/HOUSE	1801 COUNTY ROAD 152	GEORGETOWN	TX	78626	N	N	N	ISO-1	1999	1	2,152	\$233,000	\$4,000	\$173,000	\$410,000
METAL STORAGE SHED	1801 COUNTY ROAD 152	GEORGETOWN	TX	78626	N	N	N	ISO-3	2005	1	168	\$3,000	\$2,000	\$0	\$5,000
OLD OFFICE BUILDING	1801 COUNTY ROAD 152	GEORGETOWN	TX	78626	N	N	N	ISO-1	1999	1	768	\$68,000	\$10,000	\$0	\$78,000
RESTROOM BUILDING #1	1801 COUNTY ROAD 152	GEORGETOWN	TX	78626	N	N	N	ISO-2	2002	1	392	\$110,000	\$1,000	\$0	\$111,000
BIRTHDAY PAVILION	1801 COUNTY ROAD 152	GEORGETOWN	TX	78626	N	N	N	ISO-1	2002	1	1,496	\$45,000	\$0	\$0	\$45,000
PARK PAVILIN #2	1801 COUNTY ROAD 152	GEORGETOWN	TX	78626	N	N	N	ISO-1	2002	1	704	\$24,000	\$0	\$0	\$24,000
OLD HOUSE	1801 COUNTY ROAD 152	GEORGETOWN	TX	78626	N	N	N	ISO-1	1950	1	1,050	\$66,000	\$0	\$0	\$66,000
OLD HORSE BARN	1801 COUNTY ROAD 152	GEORGETOWN	TX	78626	N	N	N	ISO-1	1950	1	1,792	\$51,000	\$0	\$0	\$51,000
CAMPGROUND RESTROOM	1801 COUNTY ROAD 152	GEORGETOWN	TX	78626	N	N	N	ISO-4	2002	1	517	\$106,000	\$2,000	\$0	\$108,000
INFORMATION PAVILION	1801 COUNTY ROAD 152	GEORGETOWN	TX	78626	N	N	N	ISO-4	2002	1	144	\$5,000	\$0	\$0	\$5,000
RESTROOM BUILDING	3820 BRUSHY CREEK ROAD	CEDAR PARK	TX	78613	N	N	N	ISO-2	2008	1	408	\$137,000	\$1,000	\$133,000	\$271,000
PARK PAVILION #1	3820 BRUSHY CREEK ROAD	CEDAR PARK	TX	78613	N	N	N	ISO-3	2008	1	1,496	\$56,000	\$0	\$0	\$56,000
PARK PAVILION #2	3820 BRUSHY CREEK ROAD	CEDAR PARK	TX	78613	N	N	N	ISO-3	2008	1	1,496	\$47,000	\$0	\$0	\$47,000
PAVILION #1	219 PERRY MAYFIELD BOULEVARD	LEANDER	TX	78641	N	N	N	ISO-3	2008	1	1,280	\$44,000	\$0	\$0	\$44,000
PAVILION #2	219 PERRY MAYFIELD BOULEVARD	LEANDER	TX	78641	N	N	N	ISO-3	2008	1	960	\$34,000	\$0	\$0	\$34,000
TENNIS COURT BUILDING	219 PERRY MAYFIELD BOULEVARD	LEANDER	TX	78641	N	N	N	ISO-3	2008	1	900	\$115,000	\$17,000	\$0	\$132,000
TENNIS RESTROOM BUILDING	219 PERRY MAYFIELD BOULEVARD	LEANDER	TX	78641	N	N	N	ISO-3	2008	1	1,400	\$231,000	\$4,000	\$0	\$235,000
SNOW CONE SHACK	219 PERRY MAYFIELD BOULEVARD	LEANDER	TX	78641	N	N	N	ISO-3	2008	1	729	\$85,000	\$6,000	\$0	\$91,000
PAVILION #3	219 PERRY MAYFIELD BOULEVARD	LEANDER	TX	78641	N	N	N	ISO-3	2008	1	832	\$30,000	\$0	\$0	\$30,000
WOMEN'S RESTROOM BUILDING #1	219 PERRY MAYFIELD BOULEVARD	LEANDER	TX	78641	N	N	N	ISO-3	2008	1	676	\$128,000	\$2,000	\$0	\$130,000
MEN'S RESTROOM BUILDING #1	219 PERRY MAYFIELD BOULEVARD	LEANDER	TX	78641	N	N	N	ISO-3	2008	1	504	\$101,000	\$2,000	\$0	\$103,000
POUND PUMP HOUSE BUILDING	219 PERRY MAYFIELD BOULEVARD	LEANDER	TX	78641	N	N	N	ISO-4	2008	1	280	\$36,000	\$15,000	\$0	\$51,000
FOOTBALL CONCESSIONS BUILDING	219 PERRY MAYFIELD BOULEVARD	LEANDER	TX	78641	N	N	N	ISO-3	2008	1	480	\$75,000	\$4,000	\$0	\$79,000
FOOTBALL RESTROOM BUILDING	219 PERRY MAYFIELD BOULEVARD	LEANDER	TX	78641	N	N	N	ISO-3	2008	1	720	\$126,000	\$2,000	\$0	\$128,000
FOOTBALL PRESS BOX	219 PERRY MAYFIELD BOULEVARD	LEANDER	TX	78641	N	N	N	ISO-3	2008	1	96	\$105,000	\$1,000	\$0	\$106,000
BASEBALL RESTROOM BUILDING	219 PERRY MAYFIELD BOULEVARD	LEANDER	TX	78641	N	N	N	ISO-3	2008	1	720	\$132,000	\$2,000	\$0	\$134,000
BASEBALL CONCESSIONS BUILDING	219 PERRY MAYFIELD BOULEVARD	LEANDER	TX	78641	N	N	N	ISO-3	2008	1	480	\$72,000	\$4,000	\$0	\$76,000
MOBILE HOME	219 PERRY MAYFIELD BOULEVARD	LEANDER	TX	78641	N	N	N	ISO-1	2008	1	1,536	\$85,000	\$19,000	\$0	\$104,000
PARK MAINTENANCE BUILDING	219 PERRY MAYFIELD BOULEVARD	LEANDER	TX	78641	N	N	N	ISO-3	2008	1	3,750	\$180,000	\$99,000	\$0	\$279,000
STORAGE BUILDING	219 PERRY MAYFIELD BOULEVARD	LEANDER	TX	78641	N	N	N	ISO-1	2008	1	128	\$4,000	\$2,000	\$0	\$6,000
PAVILION #4	219 PERRY MAYFIELD BOULEVARD	LEANDER	TX	78641	N	N	N	ISO-3	2008	1	780	\$29,000	\$0	\$0	\$29,000
PAVILION #5	219 PERRY MAYFIELD BOULEVARD	LEANDER	TX	78641	N	N	N	ISO-3	2008	1	1,080	\$38,000	\$0	\$0	\$38,000
WATER PARK PAVILION #1	219 PERRY MAYFIELD BOULEVARD	LEANDER	TX	78641	N	N	N	ISO-3	2008	1	660	\$25,000	\$0	\$0	\$25,000
WATER PARK PAVILION #2	219 PERRY MAYFIELD BOULEVARD	LEANDER	TX	78641	N	N	N	ISO-3	2008	1	660	\$25,000	\$0	\$0	\$25,000
WATER PARK PAVILION #3	219 PERRY MAYFIELD BOULEVARD	LEANDER	TX	78641	N	N	N	ISO-3	2008	1	1,496	\$51,000	\$0	\$0	\$51,000
WATER PARK PAVILION #4	219 PERRY MAYFIELD BOULEVARD	LEANDER	TX	78641	N	N	N	ISO-3	2008	1	1,496	\$51,000	\$0	\$0	\$51,000
WATER PARK BUILDING	219 PERRY MAYFIELD BOULEVARD	LEANDER	TX	78641	N	N	N	ISO-3	2008	1	1,140	\$299,000	\$4,000	\$0	\$303,000
PARK HEADQUARTERS	219 PERRY MAYFIELD BOULEVARD	LEANDER	TX	78641	N	N	N	ISO-1	2008	1	3,128	\$398,000	\$66,000	\$1,298,000	\$1,762,000
FACILITIES MAINTENANCE BUILDING	3101 SE INNER LOOP	GEORGETOWN	TX	78626	N	N	N	ISO-3	2008	1	7,938	\$767,000	\$167,000	\$15,000	\$949,000
CENTRAL MAINTENANCE BUILDING	3151 SE INNER LOOP	GEORGETOWN	TX	78626	N	N	N	ISO-4	2004	1	26,759	\$2,717,000	\$562,000	\$155,000	\$3,434,000
MAINTENANCE SHOP	3151 SE INNER LOOP	GEORGETOWN	TX	78626	N	N	N	ISO-4	1995	1	4,260	\$515,000	\$81,000	\$0	\$596,000
STORAGE BUILDING	3151 SE INNER LOOP	GEORGETOWN	TX	78626	N	N	N	ISO-3	2005	1	60	\$1,000	\$1,000	\$0	\$2,000
MAINTENANCE OFFICE BUILDING	3151 SE INNER LOOP	GEORGETOWN	TX	78626	N	N	N	ISO-3	2007	1	4,800	\$370,000	\$126,000	\$0	\$496,000
STORAGE CANOPY #1	3151 SE INNER LOOP	GEORGETOWN	TX	78626	N	N	N	ISO-3	1995	1	10,360	\$272,000	\$0	\$0	\$272,000
STORAGE CANOPY #2	3151 SE INNER LOOP	GEORGETOWN	TX	78626	N	N	N	ISO-3	1995	1	10,360	\$272,000	\$0	\$0	\$272,000
SHERIFF IMPOUND BUILDING	3151 SE INNER LOOP	GEORGETOWN	TX	78626	N	N	N	ISO-1	1995	1	1,767	\$129,000	\$34,000	\$0	\$163,000
PORTABLE STORAGE BUILDING	3151 SE INNER LOOP	GEORGETOWN	TX	78626	N	N	N	ISO-1	2005	1	1,050	\$87,000	\$14,000	\$0	\$101,000
ANIMAL SHELTER BUILDING 1	1855 SE INNER LOOP	GEORGETOWN	TX	78626	N	Y	Y	ISO-2	2007	1	6,713	\$923,000	\$96,000	\$72,000	\$1,091,000
ANIMAL SHELTER BUILDING 2	1855 SE INNER LOOP	GEORGETOWN	TX	78626	N	Y	Y	ISO-1	2007	1	8,400	\$1,071,000	\$80,000	\$0	\$1,151,000
WOOD STORAGE BUILDING	1855 SE INNER LOOP	GEORGETOWN	TX	78626	N	N	N	ISO-1	2008	1	160	\$5,000	\$2,000	\$0	\$7,000
ANIMAL KENNEL	1855 SE INNER LOOP	GEORGETOWN	TX	78626	N	N	N	ISO-3	2000	1	840	\$83,000	\$0	\$0	\$83,000
PUMP HOUSE	1855 SE INNER LOOP	GEORGETOWN	TX	78626	N	N	N	ISO-1	2008	1	24	\$2,000	\$1,000	\$0	\$3,000
EMS STATION MEDIC 53	303 MARTIN LUTHER KING STREET	GEORGETOWN	TX	78626	N	N	N	ISO-1	1997	1	1,156	\$137,000	\$18,000	\$0	\$155,000

Williamson County, Texas  
WILLIAMSON COUNTY  
SOV AS OF 10-1-16

Bid 1606-096

Building Description	Street Address	City	State	Zip Code	Entry Alarm	Fire Alarm	Sprinkler	Const. Type	Year Built	Stories	Sq. Ft.	Building Value	Content Value	Site Improvement	Total Value
ENVIRONMENTAL BUILDING	303 S. MAIN	GEORGETOWN	TX	78626	N	N	N	ISO-1	1997	1	2,024	\$197,000	\$43,000	\$8,000	\$248,000
OFFICE BUILDING (LEASED)	311 S. MAIN STREET	GEORGETOWN	TX	78626	N	Y	N	ISO-1	1997	1	764	\$85,000	\$0	\$0	\$85,000
GAME WARDEN OFFICE	517 S. PINE STREET	GEORGETOWN	TX	78626	N	Y	N	ISO-2	1975	1	634	\$72,000	\$13,000	\$0	\$85,000
DRIVER'S LICENSE/DPS OFFICE	516 S. PINE STREET	GEORGETOWN	TX	78626	N	N	N	ISO-3	2000	1	4,440	\$467,000	\$117,000	\$0	\$584,000
WIRELESS COMMUNICATION SHOP	508 HOLLY STREET	GEORGETOWN	TX	78626	N	N	N	ISO-3	1995	1	3,280	\$429,000	\$508,000	\$23,000	\$960,000
SHERIFF TRUSTEE SHOP	506 HOLLY STREET	GEORGETOWN	TX	78626	N	N	N	ISO-4	2007	1	2,128	\$158,000	\$102,000	\$0	\$260,000
OFFICE BUILDING 1	900 S. MAIN STREET	TAYLOR	TX	76574	N	N	N	ISO-1	2007	1	480	\$56,000	\$10,000	\$47,000	\$113,000
OFFICE BUILDING 2	900 S. MAIN STREET	TAYLOR	TX	76574	N	N	N	ISO-2	1990	1	1,200	\$139,000	\$25,000	\$0	\$164,000
STORAGE BUILDING	900 S. MAIN STREET	TAYLOR	TX	76574	N	N	N	ISO-3	1990	1	731	\$114,000	\$19,000	\$0	\$133,000
MACHINE STORAGE BUILDING	900 S. MAIN STREET	TAYLOR	TX	76574	N	N	N	ISO-3	1990	1	6,708	\$209,000	\$4,000	\$0	\$213,000
RECYCLE BUILDING/WAREHOUSE	900 S. MAIN STREET	TAYLOR	TX	76574	N	N	N	ISO-3	1990	1	4,000	\$255,000	\$50,000	\$0	\$305,000
JUSTICE COURT BUILDING	211 W. 6TH STREET	TAYLOR	TX	76574	N	N	N	ISO-4	2004	1	5,097	\$824,000	\$98,000	\$4,000	\$926,000
TEXAS HEALTH DEPARTMENT	115 W. 6TH STREET	TAYLOR	TX	76574	N	N	N	ISO-4	1969	1	6,180	\$963,000	\$163,000	\$4,000	\$1,130,000
SHERIFF'S OFFICE BUILDING	2501 MALLARD LANE	TAYLOR	TX	76571	N	N	N	ISO-1	2001	1	1,352	\$197,000	\$28,000	\$0	\$225,000
EMS STATION 41	2604 NORTHLAWN DRIVE	TAYLOR	TX	76571	N	Y	N	ISO-1	2007	1	1,512	\$171,000	\$18,000	\$0	\$189,000
WOOD STORAGE BUILDING	2604 NORTHLAWN DRIVE	TAYLOR	TX	76571	N	N	N	ISO-1	1997	1	160	\$3,000	\$2,000	\$0	\$5,000
METAL STORAGE BUILDING	2604 NORTHLAWN DRIVE	TAYLOR	TX	76571	N	N	N	ISO-3	1997	1	120	\$2,000	\$2,000	\$0	\$4,000
HUTTO RECYCLING CENTER	101 LANDFILL ROAD	HUTTO	TX	78634	N	N	N	ISO-3	1998	1	2,400	\$201,000	\$95,000	\$0	\$296,000
OFFICE SPACE (LEASED)	3010 WILLIAMS DRIVE SUITE 153	GEORGETOWN	TX	78626	N	Y	Y	ISO-4	1986	1	2,000	\$0	\$36,000	\$0	\$36,000
EMS STATION 12 (LEASED)	3800 COUNTY ROAD 123	ROUND ROCK	TX	78664	N	N	N	ISO-3	2010	1	1,500	\$0	\$18,000	\$0	\$18,000
EMS STATION MEDIC 24 (LEASED)	1311 HIGHLAND DRIVE	CEDAR PARK	TX	78613	N	N	N	ISO-4	2010	1	1,500	\$0	\$18,000	\$0	\$18,000
MEDIC 31 (LEASED)	4200 AIRPORT ROAD	GEORGETOWN	TX	78628	N	N	N	ISO-3	2010	1	1,500	\$0	\$18,000	\$0	\$18,000
MEDIC 13 (LEASED)	350 DEEPWOOD DRIVE	ROUND ROCK	TX	78681	N	N	N	ISO-4	2010	1	900	\$0	\$18,000	\$0	\$18,000
MEDIC 14 (LEASED)	1991 RAWHIDE DRIVE	ROUND ROCK	TX	78681	N	N	N	ISO-4	2010	1	900	\$0	\$18,000	\$0	\$18,000
MEDIC 21 (LEASED)	150 CHIRCH PARK STREET	CEDAR PARK	TX	78613	N	N	N	ISO-4	2010	1	900	\$0	\$18,000	\$0	\$18,000
MEDIC 43 (LEASED)	405 EXCHANGE BOULEVARD	HUTTO	TX	78634	N	N	N	ISO-4	2010	1	900	\$0	\$18,000	\$0	\$18,000
MEDIC 51 (LEASED)	16248 SOUTH GREAT OAKS	ROUND ROCK	TX	78681	N	N	N	ISO-4	2010	1	450	\$0	\$18,000	\$0	\$18,000
MEDIC 25 (LEASED)	301 LOOP 332	LIBERTY HILL	TX	78642	N	N	N	ISO-4	2010	1	1,200	\$0	\$18,000	\$0	\$18,000
MEDIC 34 (LEASED)	155 COUNTY ROAD 313	JARRELL	TX	76537	N	N	N	ISO-4	2010	1	1,200	\$0	\$18,000	\$0	\$18,000
MEDIC 23 (LEASED)	209 W. WILLIS STREET	LEANDER	TX	78641	N	N	N	ISO-1	2010	1	1,200	\$0	\$18,000	\$0	\$18,000
MEDIC 33 (LEASED)	5 TEXAS DRIVE	GEORGETOWN	TX	78633	N	N	N	ISO-4	2010	1	900	\$0	\$18,000	\$0	\$18,000
RCS PRIME #1, SHELTER 1	1058 CR 116 RABBIT HILL DRIVE	GEORGETOWN	TX	78626	N	N	N	ISO-4	2005	1	312	\$798,000	\$1,218,000	\$7,000	\$2,023,000
RCS PRIME #1, SHELTER 2	1058 CR 116 RABBIT HILL DRIVE	GEORGETOWN	TX	78626	N	N	N	ISO-4	2005	1	300	\$65,000	\$304,000	\$0	\$369,000
RCS PRIME #1 TOWER	1058 CR 116 RABBIT HILL DRIVE	GEORGETOWN	TX	78626	N	N	N	ISO-3	2005	1	-	\$92,000	\$0	\$0	\$92,000
RCS BACKUP SITE #0	151 CARLSON COVE	GEORGETOWN	TX	78626	N	N	N	ISO-4	2005	1	180	\$616,000	\$244,000	\$15,000	\$875,000
TOWER	151 CARLSON COVE	GEORGETOWN	TX	78626	N	N	N	ISO-3	2005	1	-	\$305,000	\$0	\$0	\$305,000
RCS HCWT #6 SHELTER	2801 HIGH COUNTRY BOULEVARD	ROUND ROCK	TX	78682	N	N	N	ISO-4	2005	1	240	\$116,000	\$1,461,000	\$0	\$1,577,000
RCS HCWT #6 TOWER	2801 HIGH COUNTRY BOULEVARD	ROUND ROCK	TX	78682	N	N	N	ISO-3	2005	1	-	\$104,000	\$0	\$0	\$104,000
RCS CEDAR PARK #2 SHELTER	1900 COUGAR COUNTRY DRIVE	CEDAR PARK	TX	78613	N	N	N	ISO-4	2005	1	420	\$838,000	\$1,461,000	\$7,000	\$2,306,000
RCS CEDAR PARK #2 TOWER	1900 COUGAR COUNTRY DRIVE	CEDAR PARK	TX	78613	N	N	N	ISO-3	2005	1	-	\$128,000	\$0	\$0	\$128,000
RCS TOWER ROAD #7 SHELTER	2141 TOWER ROAD	LIBERTY HILL	TX	78642	N	N	N	ISO-4	2005	1	384	\$623,000	\$1,461,000	\$9,000	\$2,093,000
RCS TOWER ROAD #7 TOWER	2141 TOWER ROAD	LIBERTY HILL	TX	78642	N	N	N	ISO-3	2005	1	-	\$305,000	\$0	\$0	\$305,000
RCS LIBERTY HILL #4 SHELTER	5251 COUNTY ROAD 200	LIBERTY HILL	TX	78642	N	N	N	ISO-4	2005	1	360	\$613,000	\$1,461,000	\$17,000	\$2,091,000
RCS LIBERTY HILL #4 TOWER	5251 COUNTY ROAD 200	LIBERTY HILL	TX	78642	N	N	N	ISO-3	2005	1	-	\$305,000	\$0	\$0	\$305,000
RCS FLORENCE #5 SHELTER	2395 FM 2843	FLORENCE	TX	76527	N	N	N	ISO-4	2005	1	396	\$244,000	\$1,461,000	\$12,000	\$1,717,000
RCS TAYLOR #9 SHELTER	104 OLD COUPLAND ROAD	TAYLOR	TX	78626	N	N	N	ISO-4	2005	1	396	\$793,000	\$1,461,000	\$9,000	\$2,263,000
RCS TAYLOR #9 TOWER	104 OLD COUPLAND ROAD	GEORGETOWN	TX	78626	N	N	N	ISO-3	2005	1	-	\$164,000	\$0	\$0	\$164,000
RCS THRALL #3 SHELTER	7800 COUNTY ROAD 424	THRALL	TX	76524	N	N	N	ISO-4	2005	1	396	\$623,000	\$1,461,000	\$9,000	\$2,093,000
RCS THRALL #3 TOWER	7800 COUNTY ROAD 424	THRALL	TX	76524	N	N	N	ISO-3	2005	1	-	\$305,000	\$0	\$0	\$305,000
EMS STATION MEDIC 22	9218 ANDERSOM MILL ROAD	AUSTIN	TX	78729	N	N	N	ISO-3	2014	1	-	\$0	\$18,000	\$0	\$18,000
EMS STATION MEDIC 32	2000 SCENIC DRIVE	GEORGETOWN	TX	78626	N	N	N	ISO-3	2014	1	-	\$0	\$18,000	\$0	\$18,000
TOWER RCS GRANGER #8	5690 COUNTY ROAD 327	GRANGER	TX	76530	N	N	N	ISO-3	2014	1	-	\$521,000	\$0	\$0	\$521,000
COMMUNICATIONS SHELTER	5690 COUNTY ROAD 327	GRANGER	TX	76530	N	N	N	ISO-3	2014	1	300	\$1,200,000	\$0	\$15,000	\$1,215,000
												<b>\$218,945,000</b>	<b>\$43,878,000</b>	<b>\$4,107,000</b>	<b>\$266,930,000</b>

Williamson County, Texas  
**WILLIAMSON COUNTY**  
**EQUIPMENT SCHEDULE AS OF 10-1-16**

Item	Year	Make	Model	Serial #	Effective Date	Expiration Date	Total Value
177	1997	NEW HOLLAND	Tractor	700709M	07/01/2016	07/01/2017	\$5,093
<b>Adult Probation</b>	<b>Total Items Scheduled: 1</b>						<b>\$5,093</b>
205	2001	GENERAC	SD040	000?	07/01/2016	07/01/2017	\$6,067
206	2001	GENERAC	SD040	000?	07/01/2016	07/01/2017	\$6,067
207	2001	GENERAC	SD030	106388	07/01/2016	07/01/2017	\$6,067
209	2009	GENERAC	SD080	2102566	07/01/2016	07/01/2017	\$9,782
210	1996	GENERAC	SD020	2027078	07/01/2016	07/01/2017	\$2,979
212	2005	RAYMOND	DSS-300	DSS0506230	07/01/2016	07/01/2017	\$15,097
<b>All Other Departments</b>	<b>Total Items Scheduled: 6</b>						<b>\$46,059</b>
211	2008	WHISPERWATT	DCA-25SS1U2	7109701	07/01/2016	07/01/2017	\$9,753
<b>Emergency Management</b>	<b>Total Items Scheduled: 1</b>						<b>\$9,753</b>
179	2007	JOHN DEERE	2305	LV2305H327195	07/01/2016	07/01/2017	\$8,897
180	2004	GILLETTE	SPD-1000	21408	07/01/2016	07/01/2017	\$16,799
181	2004	GILLETTE	SPD-320	21348	07/01/2016	07/01/2017	\$9,664
182	2003	GENERAC	SD200	2066635	07/01/2016	07/01/2017	\$34,775
<b>Health Services</b>	<b>Total Items Scheduled: 4</b>						<b>\$70,135</b>
185	2003	TY-CROP	TD460	11278	07/01/2016	07/01/2017	\$3,784
186	2003	TORO	80T	200000114	07/01/2016	07/01/2017	\$1,228
188	2008	GRACO	LINEDRIVER	BA4298	07/01/2016	07/01/2017	\$6,399
190	2005	POLARIS	RANGER 4X4	4XARD50A05D724974	07/01/2016	07/01/2017	\$3,402
191	2007	BOBCAT	2200	A59Z12019	07/01/2016	07/01/2017	\$6,094
192	2010	BOBCAT	2200	RA1039131675	07/01/2016	07/01/2017	\$11,194
194	2003	BOBCAT	863	514452053	07/01/2016	07/01/2017	\$4,294
195	2003	INGERSOLL	DD24	173445	07/01/2016	07/01/2017	\$11,413
196	2004	JOHN DEERE	5220	LV5220S422354	07/01/2016	07/01/2017	\$14,492
197	2006	JOHN DEERE	5225	LV5225S220111	07/01/2016	07/01/2017	\$15,064
198	1998	MASSEY FERGUSON	4243	ABCA12JHXFG06117	07/01/2016	07/01/2017	\$3,943
199	2003	TORO	3500D	230000600	07/01/2016	07/01/2017	\$5,693
202	1997	GRAVELY	PRO CHIP 210	000105	07/01/2016	07/01/2017	\$582
203	2003	TORO	SAND PRO 5020	230000238	07/01/2016	07/01/2017	\$2,881
204	2002	PIONEER	1200	AD0211-127718	07/01/2016	07/01/2017	\$715
362	2012	BOBCAT	S770	ATF211687	07/01/2016	07/01/2017	\$53,862
363	2014	JOHN DEERE	MX8	1P00MX8CKD038315	07/01/2016	07/01/2017	\$3,651
364	2014	BOBCAT	3400XL	B3FM11042	07/01/2016	07/01/2017	\$13,794
365	2015	BOBCAT	3400XL	B3FM11041	07/01/2016	07/01/2017	\$13,984
<b>Parks and Recreation</b>	<b>Total Items Scheduled: 19</b>						<b>\$176,469</b>
213	2006	DAEWOO	GC 15S-2	G6-00316	07/01/2016	07/01/2017	\$14,213
214	1996	GALBREATH	VBHD3060	VB-174	07/01/2016	07/01/2017	\$1,920
215	1996	CLARK	CMO H80	P365L00459416FB	07/01/2016	07/01/2017	\$1,758
<b>Recycling</b>	<b>Total Items Scheduled: 3</b>						<b>\$17,891</b>
225	2000	HONDA	EM3500SXA	EA6 1138313	07/01/2016	07/01/2017	\$472
227	2007	GRACO	LINEDRIVER	BA3531	07/01/2016	07/01/2017	\$2,226
228	2002	BELLTEC	TM48HTL	3894	07/01/2016	07/01/2017	\$1,988
229	2007	WACKER	DS70	5680035	07/01/2016	07/01/2017	\$2,292
231	2011	COUNTY LINE	TG72YK	900145205	07/01/2016	07/01/2017	\$1,767
232	2011	COUNTY LINE	TYR84YW	1001226360	07/01/2016	07/01/2017	\$430
233	2005	JOHN DEERE	CX15	W0CX15E003561	07/01/2016	07/01/2017	\$5,619
234	2005	JOHN DEERE	CX15	W0CX15E003559	07/01/2016	07/01/2017	\$5,619
235	2005	JOHN DEERE	CX15	W0CX15E003562	07/01/2016	07/01/2017	\$5,619
236	2005	JOHN DEERE	CX15	W0CX15E003560	07/01/2016	07/01/2017	\$5,619
237	2008	JOHN DEERE	CX15	W0CX15E006257	07/01/2016	07/01/2017	\$8,367
238	2008	JOHN DEERE	CX15	W0CX15E006258	07/01/2016	07/01/2017	\$8,367
239	2008	JOHN DEERE	CX15	W0CX15E006264	07/01/2016	07/01/2017	\$8,367
240	2008	JOHN DEERE	CX15	W0CX15E006268	07/01/2016	07/01/2017	\$8,367
241	2009	VERMEER	BC1000XL	1VRY1119391011813	07/01/2016	07/01/2017	\$23,464
242	2001	CAT	416C	4ZN24407	07/01/2016	07/01/2017	\$22,911
243	2004	CAT	420D	CAT0420DAFDP15743	07/01/2016	07/01/2017	\$33,013

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244	2006	CAT	416E	CAT0416ELSHA00222	07/01/2016	07/01/2017	\$45,398
245	2010	CAT	416E	CAT0416ETBWC00275	07/01/2016	07/01/2017	\$71,892
246	2007	POLARIS	RANGER 4X4	4XARH50A07D046606	07/01/2016	07/01/2017	\$4,774
247	2003	CLARK	CMP30G	CMP230G-0686-6873 KF	07/01/2016	07/01/2017	\$10,023
249	2001	CAT	PS150B	3XR00467	07/01/2016	07/01/2017	\$19,744
250	2001	ETNYRE	2WD	K5807	07/01/2016	07/01/2017	\$51,786
251	2002	NEW HOLLAND	RG100	79A08023	07/01/2016	07/01/2017	\$36,199
252	2002	CAT	953C	CAT0953CK2ZN04491	07/01/2016	07/01/2017	\$16,308
253	2002	CAT	CS563D	CATCS563H9MMW00876	07/01/2016	07/01/2017	\$39,983
254	2003	CMI TEREX	RS425B	526-257	07/01/2016	07/01/2017	\$134,322
255	2003	CAT	140H	CAT0140HCAPM00310	07/01/2016	07/01/2017	\$36,675
256	2003	CAT	924GZ	CAT0924GADFZ00365	07/01/2016	07/01/2017	\$39,600
257	2004	CAT	PS150B	CATPS150E3XR00782	07/01/2016	07/01/2017	\$31,320
258	2004	CAT	CS563E	CATCS563PCNG00452	07/01/2016	07/01/2017	\$52,965
259	2004	CAT	120H	CAT0120HCCAF00333	07/01/2016	07/01/2017	\$45,415
260	2005	CASE	SV212	DDD001062	07/01/2016	07/01/2017	\$64,110
261	2005	CAT	120H	CAT0120HPCAF00495	07/01/2016	07/01/2017	\$57,262
262	2005	CAT	420D	CAT0420DPFDP22779	07/01/2016	07/01/2017	\$38,258
263	2005	CAT	953C	CAT0953CKBBX01119	07/01/2016	07/01/2017	\$60,984
264	2005	CASE	SV212	DDD001061	07/01/2016	07/01/2017	\$55,418
265	2005	CAT	D6N	CAT00D6NPAKM01353	07/01/2016	07/01/2017	\$71,159
266	2006	CAT	325C	CAT0325CCBFE01942	07/01/2016	07/01/2017	\$142,270
267	2006	CAT	CS533E	CATCS533TDAK00349	07/01/2016	07/01/2017	\$63,691
268	2006	CAT	CB224E	CATCB224J22401608	07/01/2016	07/01/2017	\$22,147
269	2006	CAT	AP-1000D	CATAP100HEAD00138	07/01/2016	07/01/2017	\$174,350
270	2008	CAT	246C	CAT0246CKJAY01302	07/01/2016	07/01/2017	\$39,287
271	2008	ETNYRE	2WD	K6364	07/01/2016	07/01/2017	\$92,990
272	2008	CAT	PS150C	CATPS150AFPS00728	07/01/2016	07/01/2017	\$56,797
273	2008	CAT	PS150C	CATPS150LFPS00729	07/01/2016	07/01/2017	\$56,797
274	2008	INGERSOLL	SD70D	197281	07/01/2016	07/01/2017	\$60,869
275	2008	INGERSOLL	SD70D	197345	07/01/2016	07/01/2017	\$60,869
276	2008	CAT	PS150C	CATPS150LFPS00732	07/01/2016	07/01/2017	\$66,784
277	2008	VOLVO	SD70F	197453	07/01/2016	07/01/2017	\$63,979
278	2009	BOMAG	BW24RH	101538011090	07/01/2016	07/01/2017	\$91,313
279	2009	CAT	CS54	CAT0CS54JC5R00288	07/01/2016	07/01/2017	\$94,393
287	2000	MASSEY FERGUSON	4243	ABCA12JHXFG37350	07/01/2016	07/01/2017	\$6,225
290	2001	MASSEY FERGUSON	4243	ABCA12JHXFJ37250	07/01/2016	07/01/2017	\$7,085
292	2005	JOHN DEERE	5525 UTILTIY	LV5525P153361	07/01/2016	07/01/2017	\$16,156
293	2005	JOHN DEERE	5525 UTILTIY	LV5525P153363	07/01/2016	07/01/2017	\$16,156
294	2005	JOHN DEERE	5525 UTILTIY	LV5525P153364	07/01/2016	07/01/2017	\$16,405
295	2005	JOHN DEERE	5525 UTILTIY	LV5525P153365	07/01/2016	07/01/2017	\$16,370
296	2007	NEW HOLLAND	TN95DA	HJE072474	07/01/2016	07/01/2017	\$32,557
297	2008	JOHN DEERE	5603	LV5603R268546	07/01/2016	07/01/2017	\$25,174
298	2008	JOHN DEERE	5603	LV5603R268547	07/01/2016	07/01/2017	\$25,119
299	2008	JOHN DEERE	5603	LV5603R268548	07/01/2016	07/01/2017	\$24,870
300	2009	NEW HOLLAND	T6020	Z9BD01614	07/01/2016	07/01/2017	\$74,660
301	2010	JOHN DEERE	6430	L06430B655715	07/01/2016	07/01/2017	\$97,994
307	2003	BUSH HOG	3715	12-00726	07/01/2016	07/01/2017	\$2,124
308	2006	SCAG	TURF TIGER	A9500287	07/01/2016	07/01/2017	\$4,145
309	2007	VERMEER	BC1000XL	1VRY1119471009078	07/01/2016	07/01/2017	\$17,886
312	2001	CAT	120H	6YN00051	07/01/2016	07/01/2017	\$13,642
313	2006	CAT	140H	CAT0140HCCCA01894	07/01/2016	07/01/2017	\$95,184
314	2006	CAT	140H	CAT0140HLCCA01902	07/01/2016	07/01/2017	\$95,329
315	2006	CAT	140H	CAT0140HPCCA01910	07/01/2016	07/01/2017	\$95,184
316	2006	CAT	140H	CAT0140HLAPM03020	07/01/2016	07/01/2017	\$118,135
317	2006	CAT	140H	CAT0140HCCCA03001	07/01/2016	07/01/2017	\$118,355
318	2010	JOHN DEERE	672G/GP	DW672GP627399	07/01/2016	07/01/2017	\$199,558
319	2007	DITCH WITCH	1820	CMW182HEA70000763	07/01/2016	07/01/2017	\$6,709
320	1979	DANUSER	F800	061259	07/01/2016	07/01/2017	\$675

Williamson County, Texas  
WILLIAMSON COUNTY

EQUIPMENT SCHEDULE AS OF 10-1-16

322	2010	CAT	PS360C	CATPS360VPJF00513	07/01/2016	07/01/2017	\$120,585
323	2011	CAT	PS150C	CATPS150PFPS01094	07/01/2016	07/01/2017	\$80,183
324	2001	HONDA	ES6500	EA1-1135286	07/01/2016	07/01/2017	\$1,063
325	2005	HONDA	EM6500SX	EADC1006479	07/01/2016	07/01/2017	\$1,836
326	1990	LINCOLN	SA 250	A-1109256	07/01/2016	07/01/2017	\$473
327	1991	MILLER	BOBCAT 225G	KB121653	07/01/2016	07/01/2017	\$250
329	2008	BOMAG	MPH364R-2	901B23001669	07/01/2016	07/01/2017	\$179,198
332	2008	ODESSA PUMPS	ASPHALT PUMP	JDPE4045D672460	07/01/2016	07/01/2017	\$15,141
333	2011	CHAMPION	HGR7-3K	D082767	07/01/2016	07/01/2017	\$1,966
334	2011	CHAMPION	HGR7-3K	D082768	07/01/2016	07/01/2017	\$1,966
339	1989	INGERSOLL	P100WF	151535U85139	07/01/2016	07/01/2017	\$525
342	1999	MULTIQUIP	QP-4TZ	4TZ-0155	07/01/2016	07/01/2017	\$1,831
343	2010	CAT	CB24	CAT0CB24T24001290	07/01/2016	07/01/2017	\$38,417
344	2002	CAT	963C	CAT0963CC2DS02088	07/01/2016	07/01/2017	\$20,829
345	2010	CAT	CP56	CAT0CP56EC5P00499	07/01/2016	07/01/2017	\$116,578
346	2003	CAT	924GZ	CAT0924GLDFZ00366	07/01/2016	07/01/2017	\$40,533
347	2004	JOHN DEERE	544H	DW544HX589040	07/01/2016	07/01/2017	\$53,621
348	2005	CAT	928G	CAT0928GCDJD01613	07/01/2016	07/01/2017	\$62,659
349	1997	JOHN DEERE	544G	DW544GB560838	07/01/2016	07/01/2017	\$9,015
366	2013	CAT	CB54B	CATCB54BJRN00152	07/01/2016	07/01/2017	\$42,504
367	2015	ETNYRE	LB-239	1E9V19773FE111356	07/01/2016	07/01/2017	\$80,940
368	2018	ETNYRE	LB-239	1E9V19784FE111357	07/01/2016	07/01/2017	\$80,940
369	2013	BROCE	RJT350	408116	07/01/2016	07/01/2017	\$35,396
370	2014	BROCE	RJT350	408449	07/01/2016	07/01/2017	\$47,500
371	2014	BROCE	RJT350	408450	07/01/2016	07/01/2017	\$47,500
372	2013	JOHN DEERE	RJT350	409079	07/01/2016	07/01/2017	\$45,266
373	2013	JOHN DEERE	RJT350	1LV5101EECY540521	07/01/2016	07/01/2017	\$42,956
374	2013	JOHN DEERE	5101E	1LV5011EECY540292	07/01/2016	07/01/2017	\$35,387
375	2015	JOHN DEERE	5100E	2015 JOHN DEERE 5100E	07/01/2016	07/01/2017	\$43,777
376	2015	JOHN DEERE	5100E	1LV5100EVFY340187	07/01/2016	07/01/2017	\$43,768
377	2015	SCAG	STT72V-26DFI	K2600126	07/01/2016	07/01/2017	\$10,978
378	2014	CAT	140M	CAT0140MKR9M00284	07/01/2016	07/01/2017	\$225,771
3789	2010	JOHN DEERE	672G/GP	DW672GP627399	07/01/2016	07/01/2017	\$116,358
380	2013	CAT	CP56B	CATCP56BTLHC00218	07/01/2016	07/01/2017	\$138,796
381	2014	ALCOTA27615	4255XV4	27615	07/01/2016	07/01/2017	\$3,719
382	2014	MULTIQUIP	QP4TZTMP16F	4GNBM0916DB032685	07/01/2016	07/01/2017	\$7,759
383	2014	CAT	CB24B	CATCB24BC42000116	07/01/2016	07/01/2017	\$116
<b>Road &amp; Bridge</b>	<b>Total Items Scheduled: 113</b>						<b>\$5,136,429</b>
217	2004	JOHN DEERE	GATOR	W006X4D037829	07/01/2016	07/01/2017	\$807
221	2011	MERCURY	1A3G203FK	OR399047	07/01/2016	07/01/2017	\$3,358
222	2011	MERCURY	1A3G203FK	OR399049	07/01/2016	07/01/2017	\$3,358
223	2008	TRITON	RESCUE ONE	TJZ138K6K708	07/01/2016	07/01/2017	\$13,047
224	2010	MERCURY	AA430055M	USA35253I010	07/01/2016	07/01/2017	\$4,026
<b>Sheriff</b>	<b>Total Items Scheduled: 5</b>						<b>\$24,596</b>
360		CATERPILLAR	140M2	R9M00234	07/01/2016	07/01/2017	\$220,000
361		CATERPILLAR	140M2	R9M00284	07/01/2016	07/01/2017	\$220,000
<b>Unassigned Department</b>	<b>Total Items Scheduled: 2</b>						<b>\$440,000</b>
<b>Mobile Equipment Total:</b>	<b>Total Items Scheduled: 154</b>						<b>\$5,926,425</b>

## Question and Answers for Bid #1606-096 - Risk Policies for Williamson County

### Overall Bid Questions

There are no questions associated with this bid.

**Commissioners Court - Regular Session**

**44.**

**Meeting Date:** 06/28/2016

Extending TAC Risk Management Property Insurance Contract

**Submitted For:** Max Bricka

**Submitted By:** Sydney Richardson, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing the renewal of Texas Association of Counties (TAC) Risk Management Pool Contract for Property Insurance for the same terms and conditions as the existing Contract for the term of July 1, 2016 - July 1, 2017, but with an increase in price to \$214,514.00, due to an increase in property value.

**Background**

Previous cost was \$211,416.00 for July 1, 2015 - July 1, 2016. Extend Contract for a third (3rd), one (1) year renewal option period. This increase has been approved by Tara Raymore, Senior Director of Human Resources.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Renewal Form - Property Insurance](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 06/22/2016

**Reviewed By**

Wendy Coco

**Date**

06/22/2016 11:15 AM

Started On: 06/22/2016 07:31 AM



## Summary Agreement for Renewal of Williamson County Contract

<b>Purchase/Contract Type:</b>	Services	<b>Department:</b>	Human Resources								
<b>Vendor Name:</b>	Texas Association of Counties Risk Management Pool										
<b>Vendor Address:</b>	1210 San Antonio, Austin, Texas 78701										
<b>Purpose/Intended Use of Product or Service (summary):</b>											
Property Insurance											
<b>P.O./Contract Number:</b>	N/A	<b>Effective Date:</b>	07/01/2016								
<b>Purchaser/Contract Specialist:</b>	Sydney Richardson	<b>Expiration Date:</b>	06/30/2017								
<b>Requested By:</b>	Tara Raymore, Senior Director of Human Resources										
<b>Detailed description of renewal of product and/or service.</b>											
<ul style="list-style-type: none"> <li>• Williamson County wishes to extend this Contract for the same terms and conditions as the existing contract.</li> <li>• The total amount of this Contract for Option Period 3 is \$214,514.00, an increase of \$3,098 from the previous renewal period.</li> <li>• Extend Contract for a third (3<sup>rd</sup>), one (1) year renewal option period:</li> </ul> <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 30%;">Renewal Option Period 3</td> <td>July 1, 2016 – July 1, 2017</td> </tr> <tr> <td>Renewal Option Period 2</td> <td>July 1, 2015 – July 1, 2016</td> </tr> <tr> <td>Renewal Option Period 1</td> <td>July 1, 2014 – July 1, 2015</td> </tr> <tr> <td>Initial Contract Period</td> <td>October 1, 2013 – July 01, 2014</td> </tr> </table>				Renewal Option Period 3	July 1, 2016 – July 1, 2017	Renewal Option Period 2	July 1, 2015 – July 1, 2016	Renewal Option Period 1	July 1, 2014 – July 1, 2015	Initial Contract Period	October 1, 2013 – July 01, 2014
Renewal Option Period 3	July 1, 2016 – July 1, 2017										
Renewal Option Period 2	July 1, 2015 – July 1, 2016										
Renewal Option Period 1	July 1, 2014 – July 1, 2015										
Initial Contract Period	October 1, 2013 – July 01, 2014										
<b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN</b>											
Vendor <u>Texas Association of Counties Risk Management Pool</u>	Williamson County, 710 Main St., Georgetown, TX 78626										
Name <u>Micahel Shannon</u>	Dan A. Gattis										
Title <u>Assistant Director</u>	Williamson County Judge										
Signature	Signature _____										
Date <u>June 16th, 2016</u>	Date _____										



**WILLIAMSON COUNTY AFFIDAVIT AUTHORIZED VENDOR REPRESENTATIVE**

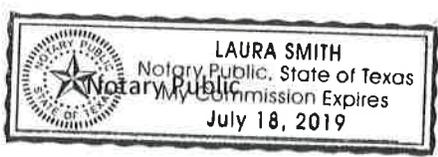
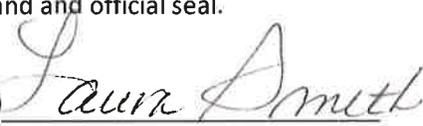
I hereby swear, affirm and represent to Williamson County that my signature below represents that I am authorized to bind the bidder/proposer to fully comply with the pricing, terms and conditions for the Contract listed below and any extension thereof, if applicable.

Note: 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 being recommended for award of the contract or renewal.

<b>Contract Number:</b>	N/A
<b>Contract Name:</b>	Property Insurance
<b>Printed Name of Person Submitting Affidavit:</b>	Michael Shannon
<b>Name of Company:</b>	Texas Association of Counties Risk Management Pool
<b>Date:</b>	June 16, 2016
<b>Signature of Person Submitting Affidavit:</b>	

On this, the 16<sup>th</sup> day of June, 2016, before me a notary public, the undersigned officer, personally appeared Michael Shannon, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she/he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

**Commissioners Court - Regular Session**

**45.**

**Meeting Date:** 06/28/2016

Food Services for Jail Contract Extension

**Submitted For:** Max Bricka

**Submitted By:** Sydney Richardson, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving a thirty (30) day extension for the Food Services Contract, 11WCAP108, with Aramark Correctional Services, LLC, and grant a temporary exemption to competitive bidding requirements pursuant to the Texas Local Government Code, Section, 262.024(s), "Public Health or Safety", in order to allow adequate time to complete the procurement process for RFP #1603-065 for Food Services for the Williamson County Jail Facility. Request for exemption to bidding is being requested for the period of July 1, 2016 - July 31, 2016, with recommendation for a new Contract term, with a newly awarded proposer, to commence August 1, 2016.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Extension Form - Aramark

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 06/23/2016

**Reviewed By**

Wendy Coco

**Date**

06/23/2016 08:36 AM

Started On: 06/23/2016 07:22 AM



## Summary Agreement for Extension of Williamson County Contract

<b>Purchase/Contract Type:</b>	Services	<b>Department:</b>	Sheriff's Office - Jail
<b>Vendor Name:</b>	Aramark Correctional Services LLC		
<b>Vendor Address:</b>	1101 Market Street, Philadelphia, PA 19107		
<b>Purpose/Intended Use of Product or Service (summary):</b>			
Food Services for Jail.			
<b>P.O./Contract Number:</b>	11WCAP108	<b>Effective Date:</b>	July 1, 2016
<b>Purchaser/Contract Specialist:</b>	Sydney Richardson	<b>Expiration Date:</b>	July 31, 2016
<b>Requested By:</b>	Kurt Showalter, Financial Manager, Williamson County Sheriff's Office		
<b>Detailed description of renewal of product and/or service.</b>			
<ul style="list-style-type: none"> <li>• <b>Aramark Correctional Services, LLC and Williamson County, Texas wish to extend proposal #11WCAP108 for the same terms and conditions as the existing Contract, for an additional period of thirty (30) days beginning July 1, 2016 through July 31, 2016. The price per meal, per inmate, shall remain at the same rate that was agreed upon for the Contract renewal period of April 1, 2015 – March 31, 2016:</b></li> </ul> <p style="margin-left: 20px;">           Extension Period 2:                 July 1, 2016 – July 31, 2016            Extension Period 1:                 April 1, 2016 – June 30, 2016            Renewal Period 2:                    April 1, 2015 – March 31, 2016            Renewal Period 1:                    April 1, 2014 – March 31, 2015            Initial Contract Period:             April 1, 2011 – March 31, 2014         </p> <ul style="list-style-type: none"> <li>• <b>PLEASE INCLUDE THE FOLLOWING:</b> <ul style="list-style-type: none"> <li>- <b>RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN PROPOSAL.</b></li> </ul> </li> </ul>			
<b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN</b>			
Vendor _____	Williamson County, 710 Main St., Georgetown, TX 78626		
Name _____	Dan A. Gattis		
Title _____	Williamson County Judge		
Signature _____	Signature _____		
Date _____	Date _____		



**WILLIAMSON COUNTY AFFIDAVIT AUTHORIZED VENDOR REPRESENTATIVE**

I hereby swear, affirm and represent to Williamson County that my signature below represents that I am authorized to bind the bidder/proposer to fully comply with the pricing, terms and conditions for the Contract listed below and any extension thereof, if applicable.

Note: 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 being recommended for award of the contract or renewal.

<b>Contract Number:</b>	11WCAP108
<b>Contract Name:</b>	Food Services for Jail
<b>Printed Name of Person Submitting Affidavit:</b>	
<b>Name of Company:</b>	Aramark Correctional Services LLC
<b>Date:</b>	_____, 20____
<b>Signature of Person Submitting Affidavit:</b>	

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a notary public, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she/he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

\_\_\_\_\_

Notary Public

**Commissioners Court - Regular Session**

46.

**Meeting Date:** 06/28/2016

Award Bid 1604-068, Forest North Residential Drainage Improvements

**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 awarding bid 1604-068, Forest North Residential Drainage Improvements for Williamson County to the lowest, best bidder, DeNucci Constructors in the contract amount of \$3,556,659.50.

**Background**

After reviewing all bid submittals, HNTB recommends that the lowest, best bidder, DeNucci Constructors be awarded bid 1604-068, Forest North Residential Drainage Improvements for the total amount of \$3,556,659.50.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Recommendation Letter](#)

[Recommendation- Engineer](#)

[Bid Tab](#)

[1295 DeNucci Constructors](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Jewel Walker

Final Approval Date: 06/23/2016

**Reviewed By**

Wendy Coco

**Date**

06/23/2016 08:36 AM

Started On: 06/23/2016 08:15 AM

**June 22, 2016**

Williamson County Purchasing Department  
901 S. Austin Ave  
Georgetown, Texas 78626



Attention: Kerstin Hancock  
Deputy Purchasing Agent

Re: Williamson County Road Bond Program  
Forest North Drainage  
Williamson County Project No. 1604-068  
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed for correctness, with DeNucci Constructors being the low bidder. Following is a summary of the bid totals:

1.	DeNucci Constructors	\$3,556,659.50
2.	Aaron Concrete Contracting	\$4,231,467.00
3.	Chasco Constructors	\$4,661,988.10
4.	Smith Contracting	\$4,966,146.40

The Contractor's low bid is \$240,431.17 below the Engineer's Estimate, a cost saving of 6.3%.

In addition to meeting the bid qualifications subject to being low bidder, DeNucci Constructors has performed similar work on other projects and received positive recommendations from the four references contacted. Based on the references provided by the Contractor, we recommend award of the Forest North Drainage Improvements construction contract to DeNucci Constructors in the contract amount of \$3,556,659.50.

Please feel free to contact our office with any questions.

Respectfully Submitted,

**HNTB Corporation**

A handwritten signature in blue ink, appearing to read "James D. Klotz", with a long horizontal flourish extending to the right.

James Klotz, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis

Cc: Judge Gattis, Williamson County Judge  
Commissioner Birkman, Williamson County, Pct. 1  
Commissioner Long, Williamson County, Pct. 2  
Commissioner Covey, Williamson County, Pct. 3  
Commissioner Morrison, Williamson County, Pct. 4  
Robert Daigh, Williamson County  
Joe England, Williamson County  
Mike Weaver, Prime Strategies, Inc.  
Richard Ridings, HNTB Corporation

June 14, 2016

Hon. Judge Dan A. Gattis  
County Judge  
Williamson County, Texas  
710 S. Main Street  
Georgetown, Texas 78626

RE: Forest North Drainage Improvements (Phase 1) – Recommendation of Award

Dear Judge Gattis,

On June 9<sup>th</sup>, 2016 at 3:30 PM bids were received and opened at 901 South Austin Ave, Georgetown, Texas for the Forest North Drainage Improvements – Phase 1 project. Four bids were received as shown in the attached detailed bid tabulation. A summary of the bids received are as follows:

- |                                   |                |
|-----------------------------------|----------------|
| 1. DeNucci Constructors, LLC      | \$3,556,659.50 |
| 2. Aaron Concrete Contractors, LP | \$4,231,467.00 |
| 3. Chasco Constructors            | \$4,661,988.10 |
| 4. Smith Contracting              | \$4,966,146.40 |

None of the bids contained mathematical errors. Based on the bid tabulation, it is recommended that the contract be awarded to the lowest bidder, DeNucci Constructors, LLC in the amount of \$3,556,659.50.

Should you have any questions, please feel free to contact me.

Sincerely,



Charlotte A. Gilpin, P.E., CFM,  
Vice President

Attachments: Bid Tabulation

**WILLIAMSON COUNTY - FOREST NORTH DRAINAGE IMPROVEMENTS PHASE I  
 BID TABULATION - JUNE 10, 2016**

				Engineers Estimate		BIDDERS							
						DeNucci Constructors, LLC		Aaron Concrete		Chasco Constructors		Smith Contracting	
Item	Description	Unit	Qty	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>DRAINAGE BID ITEMS</b>													
0100 6002	PREPARING ROW	STA	151	\$1,760.32	\$265,808.76	\$2,800.00	\$422,800.00	\$1,000.00	\$151,000.00	\$700.00	\$105,700.00	\$2,500.00	\$377,500.00
0110 6002	EXCAVATION (CHANNEL)	CY	2,980	\$17.63	\$52,527.59	\$10.63	\$29,800.00	\$63.00	\$187,740.00	\$25.00	\$74,500.00	\$35.00	\$104,300.00
0132 6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	470	\$10.18	\$4,783.34	\$4.00	\$1,880.00	\$36.00	\$16,920.00	\$5.00	\$3,290.00	\$7.00	\$3,610.00
0160 WC02	FURNISHING AND PLACING TOPSOIL (4")	SY	23,460	\$1.00	\$23,460.00	\$6.00	\$140,760.00	\$7.00	\$164,220.00	\$7.00	\$117,300.00	\$4.00	\$93,840.00
0164 WC05	SEEDING FOR EROSION CONTROL (TY 5) (PERM)	SY	23,460	\$0.50	\$11,730.00	\$0.70	\$16,422.00	\$1.00	\$23,460.00	\$1.00	\$23,460.00	\$0.50	\$11,730.00
0164 WC10	SEEDING FOR EROSION CONTROL (TY 10) (TEMP)	SY	11,730	\$1.50	\$17,595.00	\$0.55	\$6,451.50	\$1.00	\$11,730.00	\$1.00	\$11,730.00	\$0.40	\$4,692.00
0168 WC01	VEGETATIVE WATERING	MG	586	\$13.00	\$7,618.00	\$8.00	\$4,688.00	\$110.00	\$64,460.00	\$45.00	\$26,370.00	\$26.00	\$15,236.00
0169 6006	SOIL RETENTION BLANKETS (CL 2) (TY F)	SY	23,460	\$2.58	\$60,419.45	\$2.75	\$64,515.00	\$3.00	\$70,380.00	\$2.50	\$58,650.00	\$1.75	\$41,055.00
0400 6006	CUT & RESTORING PAV	SY	859	\$114.33	\$75,345.31	\$65.00	\$42,835.00	\$360.00	\$237,240.00	\$150.00	\$98,850.00	\$335.00	\$220,765.00
0402 6001	TRENCH EXCAVATION PROTECTION	LF	3,450	\$9.83	\$33,909.81	\$3.00	\$10,350.00	\$1.00	\$3,450.00	\$3.00	\$10,350.00	\$1.00	\$3,450.00
0432 6002	RIPRAP (CONC)(5 IN)	CY	84	\$486.00	\$40,823.86	\$200.00	\$16,800.00	\$750.00	\$63,000.00	\$400.00	\$33,600.00	\$450.00	\$37,800.00
0432 6029	RIPRAP (STONE COMMON)(GROUT)8 IN)	CY	24	\$208.00	\$4,992.04	\$170.00	\$4,080.00	\$243.00	\$5,832.00	\$150.00	\$3,600.00	\$590.00	\$14,160.00
0432 6033	RIPRAP (STONE PROTECTION)(18 IN)	CY	3	\$119.80	\$359.41	\$220.00	\$660.00	\$242.00	\$726.00	\$200.00	\$600.00	\$460.00	\$1,380.00
0459 6001	GABIONS (GALV)	CY	51	\$189.32	\$9,655.15	\$450.00	\$22,950.00	\$230.00	\$11,730.00	\$350.00	\$17,850.00	\$300.00	\$15,300.00
0464 6003	RC PIPE (CL III)(18 IN)	LF	1,968	\$54.45	\$107,161.19	\$55.00	\$108,240.00	\$85.00	\$167,280.00	\$130.00	\$255,840.00	\$115.00	\$226,320.00
0464 6005	RC PIPE (CL III)(24 IN)	LF	1,375	\$66.53	\$91,472.88	\$65.00	\$89,375.00	\$100.00	\$137,500.00	\$165.00	\$226,875.00	\$144.00	\$198,000.00
0464 6007	RC PIPE (CL III)(30 IN)	LF	2,266	\$90.73	\$205,605.08	\$75.00	\$169,950.00	\$140.00	\$317,240.00	\$160.00	\$362,560.00	\$228.00	\$516,648.00
0464 6008	RC PIPE (CL III)(36 IN)	LF	1,579	\$183.16	\$289,216.83	\$95.00	\$150,005.00	\$200.00	\$315,800.00	\$200.00	\$315,800.00	\$230.00	\$363,170.00
0465 6126	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT)	EA	31	\$3,253.59	\$100,861.41	\$3,800.00	\$117,800.00	\$4,400.00	\$136,400.00	\$5,000.00	\$155,000.00	\$4,000.00	\$124,000.00
0465 6127	INLET (COMPL)(PSL)(FG)(4FTX4FT-3FTX3FT)	EA	16	\$4,823.41	\$77,174.58	\$4,200.00	\$67,200.00	\$6,000.00	\$96,000.00	\$6,000.00	\$96,000.00	\$4,900.00	\$78,400.00
0465 6128	INLET (COMPL)(PSL)(FG)(4FTX4FT-4FTX4FT)	EA	10	\$6,866.97	\$68,669.74	\$4,800.00	\$48,000.00	\$6,000.00	\$60,000.00	\$6,500.00	\$65,000.00	\$5,100.00	\$51,000.00
0465 6134	INLET (COMPL)(PSL)(FG)(5FTX5FT-3FTX3FT)	EA	1	\$4,823.41	\$4,823.41	\$5,400.00	\$5,400.00	\$7,700.00	\$7,700.00	\$6,800.00	\$6,800.00	\$5,900.00	\$5,900.00
0465 6135	INLET (COMPL)(PSL)(FG)(5FTX5FT-4FTX4FT)	EA	1	\$6,866.97	\$6,866.97	\$6,600.00	\$6,600.00	\$8,000.00	\$8,000.00	\$8,500.00	\$8,500.00	\$6,000.00	\$6,000.00
0465 6137	INLET (COMPL)(PSL)(FG)(5FTX6FT-3FTX3FT)	EA	2	\$7,248.00	\$14,496.00	\$6,600.00	\$13,200.00	\$11,000.00	\$22,000.00	\$8,400.00	\$16,800.00	\$6,200.00	\$12,400.00
0465 6138	INLET (COMPL)(PSL)(FG)(5FTX6FT-4FTX4FT)	EA	1	\$7,483.00	\$7,483.00	\$6,600.00	\$6,600.00	\$12,000.00	\$12,000.00	\$9,000.00	\$9,000.00	\$6,200.00	\$6,200.00
0467 6323	SET (TY II) (12 IN) (RCP) (4: 1) (C)	EA	2	\$685.00	\$1,370.00	\$2,200.00	\$4,400.00	\$3,000.00	\$6,000.00	\$1,600.00	\$3,200.00	\$1,300.00	\$2,600.00
0467 6358	SET (TY II) (18 IN) (RCP) (4: 1) (C)	EA	17	\$884.77	\$15,041.13	\$2,400.00	\$40,800.00	\$1,000.00	\$17,000.00	\$1,800.00	\$30,600.00	\$1,325.00	\$22,525.00
0467 6359	SET (TY II) (18 IN) (RCP) (4: 1) (P)	EA	69	\$1,094.70	\$75,534.30	\$2,400.00	\$165,600.00	\$1,400.00	\$96,600.00	\$1,800.00	\$124,200.00	\$1,325.00	\$91,425.00
0467 6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	EA	22	\$1,049.84	\$23,096.46	\$2,800.00	\$61,600.00	\$1,300.00	\$28,600.00	\$2,000.00	\$44,000.00	\$1,525.00	\$33,550.00
0467 6391	SET (TY II) (24 IN) (RCP) (4: 1) (P)	EA	12	\$1,164.60	\$13,975.20	\$3,300.00	\$39,600.00	\$1,200.00	\$14,400.00	\$2,500.00	\$30,000.00	\$1,725.00	\$20,700.00
0467 6394	SET (TY II) (24 IN) (RCP) (6: 1) (C)	EA	19	\$2,738.08	\$52,023.47	\$3,800.00	\$72,200.00	\$1,400.00	\$26,600.00	\$3,200.00	\$60,800.00	\$1,725.00	\$32,775.00
0467 6423	SET (TY II) (30 IN) (RCP) (6: 1) (P)	EA	1	\$2,150.96	\$2,150.96	\$4,800.00	\$4,800.00	\$3,800.00	\$3,800.00	\$7,500.00	\$7,500.00	\$2,725.00	\$2,725.00
0496 6016	REMOV STR (PIPE)	EA	30	\$350.39	\$10,511.66	\$2,600.00	\$78,000.00	\$600.00	\$18,000.00	\$3,200.00	\$96,000.00	\$1,400.00	\$42,000.00
0500 WC01	MOBILIZATION	LS	1	\$247,181.46	\$247,181.46	\$100,000.00	\$100,000.00	\$180,000.00	\$180,000.00	\$353,000.00	\$353,000.00	\$420,000.00	\$420,000.00
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	20	\$37,341.78	\$626,835.60	\$3,200.00	\$64,000.00	\$1,300.00	\$26,000.00	\$7,200.00	\$144,000.00	\$4,300.00	\$86,000.00
0506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	280	\$27.61	\$7,730.64	\$30.00	\$8,400.00	\$30.00	\$8,400.00	\$17.00	\$4,760.00	\$32.00	\$8,960.00
0506 6011	ROCK FILTER DAMS (REMOVE)	LF	280	\$7.58	\$2,123.79	\$15.00	\$4,200.00	\$8.00	\$2,240.00	\$9.00	\$2,520.00	\$10.00	\$2,800.00
0506 6034	CONSTRUCTION PERIMETER FENCE	LF	2,962	\$3.36	\$10,005.57	\$6.00	\$17,892.00	\$3.00	\$8,946.00	\$2.30	\$6,858.60	\$5.00	\$14,910.00
0506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	2,846	\$2.41	\$6,846.70	\$2.00	\$5,692.00	\$3.00	\$8,538.00	\$2.00	\$5,692.00	\$2.50	\$7,115.00
0506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	2,846	\$0.58	\$1,639.59	\$1.00	\$2,846.00	\$1.00	\$2,846.00	\$0.25	\$711.50	\$0.65	\$1,849.90
0530 6004	DRIVEWAYS (CONC)	SY	2,582	\$72.33	\$186,748.39	\$105.00	\$271,110.00	\$150.00	\$387,300.00	\$100.00	\$258,200.00	\$83.00	\$214,306.00
0530 6005	DRIVEWAYS (ACP)	SY	49	\$32.00	\$1,568.00	\$135.00	\$6,615.00	\$170.00	\$8,330.00	\$95.00	\$4,655.00	\$100.00	\$4,900.00
0531 6001	CONC SIDEWALKS (4")	SY	455	\$74.59	\$33,937.92	\$42.00	\$19,110.00	\$95.00	\$43,225.00	\$75.00	\$34,125.00	\$50.00	\$22,750.00
0531 8010	CURB RAMPS (TY 7)	EA	4	\$1,915.70	\$7,662.79	\$2,800.00	\$11,200.00	\$1,200.00	\$4,800.00	\$800.00	\$3,200.00	\$1,700.00	\$6,800.00
0550 6001	CHAIN LINK FENCE (INSTALL) (6)	LF	15	\$1,575.00	\$23,625.00	\$35.00	\$525.00	\$12.00	\$180.00	\$32.00	\$480.00	\$50.00	\$750.00
0552 6009	GATE (SPECIAL)	EA	2	\$2,008.13	\$4,016.25	\$1,200.00	\$2,400.00	\$1,000.00	\$2,000.00	\$4,000.00	\$8,000.00	\$1,000.00	\$2,000.00
0550 6001	MAILBOX INSTALLS (TWG-POST) TY 1	EA	18	\$222.19	\$3,999.51	\$300.00	\$5,400.00	\$200.00	\$3,600.00	\$500.00	\$9,000.00	\$195.00	\$3,510.00
0644 6071	RELOCATE SM RD SN SUP&AM TY TWT	EA	13	\$320.28	\$4,163.78	\$650.00	\$8,450.00	\$325.00	\$4,225.00	\$350.00	\$4,550.00	\$325.00	\$4,225.00
0752 6005	TREE REMOVAL (4" - 12" DIA)	EA	5	\$331.58	\$1,657.89	\$400.00	\$2,000.00	\$550.00	\$2,750.00	\$300.00	\$1,500.00	\$460.00	\$2,300.00
0752 6006	TREE REMOVAL (12" - 18" DIA)	EA	7	\$1,099.92	\$7,699.46	\$800.00	\$5,600.00	\$800.00	\$5,600.00	\$700.00	\$4,900.00	\$600.00	\$4,200.00
0752 6007	TREE REMOVAL (18" - 24" DIA)	EA	4	\$1,260.00	\$5,040.00	\$1,200.00	\$4,800.00	\$1,200.00	\$4,800.00	\$1,000.00	\$4,000.00	\$925.00	\$3,700.00
1004 6002	TREE PROTECTION	AC	6.2	\$7,350.00	\$45,570.00	\$1,700.00	\$10,540.00	\$3,000.00	\$18,600.00	\$2,800.00	\$17,360.00	\$4,500.00	\$27,900.00
7015-D	WIRE FENCE	LF	25	\$15.00	\$375.00	\$12.00	\$300.00	\$65.00	\$1,625.00	\$6.00	\$150.00	\$6.50	\$162.50
7015-E	WOOD FENCE	LF	914	\$25.00	\$22,850.00	\$22.00	\$20,108.00	\$13.00	\$11,882.00	\$22.00	\$20,108.00	\$20.00	\$18,280.00
7015-T	TEMPORARY FENCE, 6 FOOT HIGH, CHAIN LINK	LF	759	\$3.00	\$2,277.00	\$6.00	\$4,554.00	\$4.00	\$3,036.00	\$9.00	\$6,831.00	\$5.00	\$3,795.00
WC9007	IRRIGATION SYSTEM CAPPING	EA	90	\$33.00	\$2,970.00	\$125.00	\$11,250.00	\$460.00	\$41,400.00	\$900.00	\$81,000.00	\$325.00	\$29,250.00
<b>Drainage Bid</b>				\$3,033,086.14		\$2,617,353.50		\$3,280,131.00		\$3,475,926.10		\$3,704,199.40	

**WILLIAMSON COUNTY - FOREST NORTH DRAINAGE IMPROVEMENTS PHASE I  
 BID TABULATION - JUNE 10, 2016**

				Engineers Estimate		BIDDERS							
						DeNucci Constructors, LLC		Aaron Concrete		Chasco Constructors		Smith Contracting	
Item	Description	Unit	Qty	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>UTILITY BID ITEMS</b>													
504S-IRM	Repositioning and Adjusting Water Meter	35	EA	\$500.00	\$17,500.00	\$1,100.00	\$38,500.00	\$1,200.00	\$42,000.00	\$1,000.00	\$35,000.00	\$1,400.00	\$49,000.00
504S-3W	Adjust Water Valve Box to Grade	2	EA	\$500.00	\$1,000.00	\$300.00	\$600.00	\$250.00	\$500.00	\$500.00	\$1,000.00	\$250.00	\$500.00
509S-1	Trench Excavation Safety Protection Systems (All Depths)	5716	LF	\$1.00	\$5,716.00	\$3.00	\$17,148.00	\$1.00	\$5,716.00	\$4.00	\$22,864.00	\$1.00	\$5,716.00
510-AW1.5-Dia	Pipe, 1.5" Diameter, Copper Type K (All Depths) Includes Excavation and Backfill	949	LF	\$20.00	\$18,980.00	\$65.00	\$61,685.00	\$82.00	\$77,818.00	\$70.00	\$66,430.00	\$50.00	\$47,450.00
510-AW4-Dia	Pipe, 4" Diameter, DI CL 350 (All Depths) With Restrained Joints Includes Excavation and Backfill	39	LF	\$40.00	\$1,560.00	\$65.00	\$2,535.00	\$170.00	\$6,630.00	\$103.00	\$4,017.00	\$75.00	\$2,925.00
510-AW6-Dia	Pipe, 6" Diameter, DI CL 350 (All Depths) With Restrained Joints Includes Excavation and Backfill	472	LF	\$50.00	\$23,600.00	\$75.00	\$35,400.00	\$100.00	\$47,200.00	\$110.00	\$51,920.00	\$122.00	\$57,584.00
510-AW8-Dia	Pipe, 8" Diameter, DI CL 350 (All Depths) With Restrained Joints Includes Excavation and Backfill	2469	LF	\$60.00	\$148,140.00	\$85.00	\$209,865.00	\$105.00	\$259,245.00	\$160.00	\$395,040.00	\$140.00	\$345,660.00
510-AW12-Dia	Pipe, 12" Diameter, DI CL 350 (All Depths) With Restrained Joints Includes Excavation and Backfill	31	LF	\$75.00	\$2,325.00	\$105.00	\$3,255.00	\$260.00	\$8,060.00	\$250.00	\$7,750.00	\$237.00	\$7,347.00
510-AWW6-Dia	Pipe, 6" Diameter, PVC SDR-26 (All Depths), Includes Excavation and Backfill	260	LF	\$50.00	\$13,000.00	\$48.00	\$12,480.00	\$138.00	\$35,880.00	\$150.00	\$39,000.00	\$124.00	\$32,240.00
510-BW-1.5X1.5 Dia.	Connecting New 1.5" Single Service to Existing Private Service	2	EA	\$2,200.00	\$4,400.00	\$1,200.00	\$2,400.00	\$3,000.00	\$6,000.00	\$1,600.00	\$3,200.00	\$1,500.00	\$3,000.00
510-BW-1.5X1.5 Dia	Connecting New 1.5" Double Service to Existing Private Service	35	EA	\$2,500.00	\$87,500.00	\$1,600.00	\$56,000.00	\$2,800.00	\$98,000.00	\$2,000.00	\$70,000.00	\$1,800.00	\$63,000.00
510-BWW-6X6 Dia.	Connecting New 6" Service to Existing Private Service (6" Dia. New Service to 6" Dia. Private Service)	6	EA	\$3,900.00	\$23,400.00	\$1,200.00	\$7,200.00	\$2,800.00	\$16,800.00	\$3,000.00	\$18,000.00	\$1,400.00	\$8,400.00
510-KWW	Ductile Iron Fittings	6.6	TON	\$4,979.86	\$32,867.08	\$8,500.00	\$56,100.00	\$11,000.00	\$72,600.00	\$14,000.00	\$92,400.00	\$8,700.00	\$57,420.00
511S-A6	Valves, Gate, 6" Diameter	14	EA	\$1,000.00	\$14,000.00	\$1,600.00	\$22,400.00	\$1,500.00	\$21,000.00	\$1,200.00	\$16,800.00	\$1,500.00	\$21,000.00
511S-A8	Valves, Gate, 8" Diameter	38	EA	\$1,500.00	\$57,000.00	\$1,800.00	\$68,400.00	\$1,900.00	\$72,200.00	\$1,600.00	\$60,800.00	\$1,900.00	\$72,200.00
511S-A12	Valves, Gate, 12" Diameter	1	EA	\$3,000.00	\$3,000.00	\$2,600.00	\$2,600.00	\$3,200.00	\$3,200.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
511S-B	Fire Hydrant (See Standard 511S-17)	12	EA	\$4,000.00	\$48,000.00	\$4,200.00	\$50,400.00	\$4,500.00	\$54,000.00	\$3,500.00	\$42,000.00	\$4,600.00	\$55,200.00
SP504S-GV6	Remove Valve, 6" Gate	16	EA	\$500.00	\$8,000.00	\$400.00	\$6,400.00	\$62.00	\$992.00	\$200.00	\$3,200.00	\$830.00	\$13,280.00
SP504S-GV8	Remove Valve, 8" Gate	6	EA	\$500.00	\$3,000.00	\$400.00	\$2,400.00	\$165.00	\$990.00	\$200.00	\$1,200.00	\$830.00	\$4,980.00
SP510-JW-AC 12" x 12"	AC Pipe Connections, 12" Dia. x 12" Dia.	1	EA	\$3,000.00	\$3,000.00	\$6,800.00	\$6,800.00	\$1,100.00	\$1,100.00	\$3,800.00	\$3,800.00	\$3,500.00	\$3,500.00
SP510-JW-AC 12" x 8"	AC Pipe Connections, 12" Dia. x 8" Dia.	1	EA	\$2,000.00	\$2,000.00	\$4,800.00	\$4,800.00	\$800.00	\$800.00	\$3,500.00	\$3,500.00	\$3,450.00	\$3,450.00
SP510-JW-AC 8" x 8"	AC Pipe Connections, 8" Dia. x 8" Dia.	34	EA	\$1,875.00	\$63,750.00	\$3,800.00	\$129,200.00	\$700.00	\$23,800.00	\$1,500.00	\$51,000.00	\$3,400.00	\$115,600.00
SP510-JW-AC 8" x 6"	AC Pipe Connections, 8" Dia. x 6" Dia.	22	EA	\$1,500.00	\$33,000.00	\$2,800.00	\$61,600.00	\$650.00	\$14,300.00	\$1,500.00	\$33,000.00	\$3,300.00	\$72,600.00
SP510-JW-AC 8" x 4"	AC Pipe Connections, 8" Dia. x 4" Dia.	3	EA	\$1,200.00	\$3,600.00	\$2,600.00	\$7,800.00	\$550.00	\$1,650.00	\$3,000.00	\$9,000.00	\$3,250.00	\$9,750.00
SP1900-W4Dia	Removing Pipe, 4" Diameter, AC Pipe - For Removal at Storm Crossings, Required Restrained Joints, to Existing Couplings, and Other Areas Specified on Plans	67	LF	\$50.00	\$3,350.00	\$30.00	\$2,010.00	\$30.00	\$2,010.00	\$190.00	\$12,730.00	\$105.00	\$7,035.00
SP1900-W6Dia	Removing Pipe, 6" Diameter, AC Pipe - For Removal at Storm Crossings, Required Restrained Joints, to Existing Couplings, and Other Areas Specified on Plans	703	LF	\$70.00	\$49,210.00	\$32.00	\$22,496.00	\$35.00	\$24,605.00	\$77.00	\$54,131.00	\$120.00	\$84,360.00
SP1900-W8Dia	Removing Pipe, 8" Diameter, AC Pipe - For Removal at Storm Crossings, Required Restrained Joints, to Existing Couplings, and Other Areas Specified on Plans	706	LF	\$93.00	\$65,658.00	\$32.00	\$22,592.00	\$40.00	\$28,240.00	\$80.00	\$56,480.00	\$125.00	\$88,250.00
SP1900-W12Dia	Removing Pipe, 12" Diameter, AC Pipe - For Removal at Storm Crossings, Required Restrained Joints, to Existing Couplings, and Other Areas Specified on Plans	20	LF	\$115.00	\$2,300.00	\$62.00	\$1,240.00	\$50.00	\$1,000.00	\$190.00	\$3,800.00	\$125.00	\$2,500.00
<b>Utility Bid</b>					\$738,856.08		\$914,306.00		\$926,336.00		\$1,161,062.00		\$1,236,947.00
FORCE ACCOUNT		1	LS		\$25,000.00		\$25,000.00		\$25,000.00		\$25,000.00		\$25,000.00
<b>Total Bid</b>					<b>\$3,796,942.22</b>		<b>\$3,556,659.50</b>		<b>\$4,231,467.00</b>		<b>\$4,661,988.10</b>		<b>\$4,966,146.40</b>

**Bid Comparison**

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate (\$)	Difference from Engineer's Estimate (%)	Difference from Low Bid (\$)	Difference from Low Bid (%)
DeNucci Constructors	\$3,556,659.50	1	(\$240,431.17)	-6.3%	-	-
Aaron Concrete Contracting	\$4,231,467.00	2	\$434,376.33	11.4%	\$ 674,807.50	19.0%
Chasco Constructors	\$4,661,988.10	3	\$864,897.43	22.8%	\$ 1,105,328.60	31.1%
Smith Contracting	\$4,966,146.40	4	\$1,169,055.73	30.8%	\$ 1,409,486.90	39.6%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		DeNucci Constructors		Aaron Concrete Contracting		Chasco Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	151	STA	\$ 1,760.32	\$ 265,808.32	\$ 2,800.00	\$ 422,800.00	\$ 1,000.00	\$ 151,000.00	\$ 700.00	\$ 105,700.00
2	110-6002	EXCAVATION (CHANNEL)	2,980	CY	\$ 17.63	\$ 52,537.40	\$ 10.00	\$ 29,800.00	\$ 63.00	\$ 187,740.00	\$ 25.00	\$ 74,500.00
3	132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	470	CY	\$ 10.18	\$ 4,784.60	\$ 4.00	\$ 1,880.00	\$ 36.00	\$ 16,920.00	\$ 7.00	\$ 3,290.00
4	160-WC02	FURNISHING AND PLACING TOPSOIL (4")	23,460	SY	\$ 1.00	\$ 23,460.00	\$ 6.00	\$ 140,760.00	\$ 7.00	\$ 164,220.00	\$ 5.00	\$ 117,300.00
5	164-WC05	SEEDING FOR EROSION CONTROL (TY 5) (PERM)	23,460	SY	\$ 0.50	\$ 11,730.00	\$ 0.70	\$ 16,422.00	\$ 1.00	\$ 23,460.00	\$ 1.00	\$ 23,460.00
6	164-WC10	SEEDING FOR EROSION CONTROL (TY 10) (TEMP)	11,730	SY	\$ 1.50	\$ 17,595.00	\$ 0.55	\$ 6,451.50	\$ 1.00	\$ 11,730.00	\$ 1.00	\$ 11,730.00
7	168-WC01	VEGETATIVE WATERING	586	MG	\$ 13.00	\$ 7,618.00	\$ 8.00	\$ 4,688.00	\$ 110.00	\$ 64,460.00	\$ 45.00	\$ 26,370.00
8	169-6006	SOIL RETENTION BLANKETS (CL 2) (TY F)	23,460	SY	\$ 2.58	\$ 60,526.80	\$ 2.75	\$ 64,515.00	\$ 3.00	\$ 70,380.00	\$ 2.50	\$ 58,650.00
9	400-6006	CUT & RESTORING PAV	659	SY	\$ 114.33	\$ 75,343.47	\$ 65.00	\$ 42,835.00	\$ 360.00	\$ 237,240.00	\$ 150.00	\$ 98,850.00
10	402-6001	TRENCH EXCAVATION PROTECTION	3,450	LF	\$ 9.83	\$ 33,913.50	\$ 3.00	\$ 10,350.00	\$ 1.00	\$ 3,450.00	\$ 3.00	\$ 10,350.00
11	432-6002	RIPRAP (CONC)(5 IN)	84	CY	\$ 486.00	\$ 40,824.00	\$ 200.00	\$ 16,800.00	\$ 750.00	\$ 63,000.00	\$ 400.00	\$ 33,600.00
12	432-6029	RIPRAP (STONE COMMON)(GROUT)(8 IN)	24	CY	\$ 208.00	\$ 4,992.00	\$ 170.00	\$ 4,080.00	\$ 243.00	\$ 5,832.00	\$ 150.00	\$ 3,600.00
13	432-6033	RIPRAP (STONE PROTECTION)(18 IN)	3	CY	\$ 119.80	\$ 359.40	\$ 220.00	\$ 660.00	\$ 242.00	\$ 726.00	\$ 200.00	\$ 600.00
14	459-6001	GABIONS (GALV)	51	CY	\$ 189.32	\$ 9,655.32	\$ 450.00	\$ 22,950.00	\$ 230.00	\$ 11,730.00	\$ 350.00	\$ 17,850.00
15	464-6003	RC PIPE (CL III)(18 IN)	1,968	LF	\$ 54.45	\$ 107,157.60	\$ 55.00	\$ 108,240.00	\$ 85.00	\$ 167,280.00	\$ 130.00	\$ 255,840.00
16	464-6005	RC PIPE (CL III)(24 IN)	1,375	LF	\$ 66.53	\$ 91,478.75	\$ 65.00	\$ 89,375.00	\$ 100.00	\$ 137,500.00	\$ 165.00	\$ 226,875.00
17	464-6007	RC PIPE (CL III)(30 IN)	2,266	LF	\$ 90.73	\$ 205,594.18	\$ 75.00	\$ 169,950.00	\$ 140.00	\$ 317,240.00	\$ 160.00	\$ 362,560.00
18	464-6008	RC PIPE (CL III)(36 IN)	1,579	LF	\$ 183.16	\$ 289,209.64	\$ 95.00	\$ 150,005.00	\$ 200.00	\$ 315,800.00	\$ 200.00	\$ 315,800.00
19	465-6126	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT)	31	EA	\$ 3,253.59	\$ 100,861.29	\$ 3,800.00	\$ 117,800.00	\$ 4,400.00	\$ 136,400.00	\$ 5,000.00	\$ 155,000.00
20	465-6127	INLET (COMPL)(PSL)(FG)(4FTX4FT-3FTX3FT)	16	EA	\$ 4,823.41	\$ 77,174.56	\$ 4,200.00	\$ 67,200.00	\$ 6,000.00	\$ 96,000.00	\$ 6,000.00	\$ 96,000.00
21	465-6128	INLET (COMPL)(PSL)(FG)(4FTX4FT-4FTX4FT)	10	EA	\$ 6,866.97	\$ 68,669.70	\$ 4,800.00	\$ 48,000.00	\$ 6,000.00	\$ 60,000.00	\$ 6,500.00	\$ 65,000.00
22	465-6134	INLET (COMPL)(PSL)(FG)(5FTX5FT-3FTX3FT)	1	EA	\$ 4,823.41	\$ 4,823.41	\$ 5,400.00	\$ 5,400.00	\$ 7,700.00	\$ 7,700.00	\$ 6,800.00	\$ 6,800.00
23	465-6135	INLET (COMPL)(PSL)(FG)(5FTX5FT-4FTX4FT)	1	EA	\$ 6,866.97	\$ 6,866.97	\$ 5,600.00	\$ 5,600.00	\$ 8,000.00	\$ 8,000.00	\$ 8,500.00	\$ 8,500.00
24	465-6137	INLET (COMPL)(PSL)(FG)(5FTX6FT-3FTX3FT)	2	EA	\$ 7,248.00	\$ 14,496.00	\$ 5,600.00	\$ 11,200.00	\$ 11,000.00	\$ 22,000.00	\$ 8,400.00	\$ 16,800.00
25	465-6138	INLET (COMPL)(PSL)(FG)(5FTX6FT-4FTX4FT)	1	EA	\$ 7,483.00	\$ 7,483.00	\$ 5,600.00	\$ 5,600.00	\$ 12,000.00	\$ 12,000.00	\$ 9,000.00	\$ 9,000.00
26	467-6323	SET (TY II) (12 IN) (RCP) (4: 1) (C)	2	EA	\$ 685.00	\$ 1,370.00	\$ 2,200.00	\$ 4,400.00	\$ 1,500.00	\$ 3,000.00	\$ 1,600.00	\$ 3,200.00
27	467-6358	SET (TY II) (18 IN) (RCP) (4: 1) (C)	17	EA	\$ 884.77	\$ 15,041.09	\$ 2,400.00	\$ 40,800.00	\$ 1,000.00	\$ 17,000.00	\$ 1,800.00	\$ 30,600.00
28	467-6359	SET (TY II) (18 IN) (RCP) (4: 1) (P)	69	EA	\$ 1,094.70	\$ 75,534.30	\$ 2,400.00	\$ 165,600.00	\$ 1,400.00	\$ 96,600.00	\$ 1,800.00	\$ 124,200.00
29	467-6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	22	EA	\$ 1,049.84	\$ 23,096.48	\$ 2,800.00	\$ 61,600.00	\$ 1,300.00	\$ 28,600.00	\$ 2,000.00	\$ 44,000.00
30	467-6391	SET (TY II) (24 IN) (RCP) (4: 1) (P)	12	EA	\$ 1,164.60	\$ 13,975.20	\$ 3,300.00	\$ 39,600.00	\$ 1,200.00	\$ 14,400.00	\$ 2,500.00	\$ 30,000.00
31	467-6394	SET (TY II) (24 IN) (RCP) (6: 1) (C)	19	EA	\$ 2,738.08	\$ 52,023.52	\$ 3,800.00	\$ 72,200.00	\$ 1,400.00	\$ 26,600.00	\$ 3,200.00	\$ 60,800.00
32	0467 6423	SET (TY II) (30 IN) (RCP) (6: 1) (P)	1	EA	\$ 2,150.96	\$ 2,150.96	\$ 4,800.00	\$ 4,800.00	\$ 3,800.00	\$ 3,800.00	\$ 7,500.00	\$ 7,500.00
33	0496 6016	REMOV STR (PIPE)	30	EA	\$ 350.39	\$ 10,511.70	\$ 2,600.00	\$ 78,000.00	\$ 600.00	\$ 18,000.00	\$ 3,200.00	\$ 96,000.00
34	500-WC01	MOBILIZATION	1	LS	\$ 247,181.46	\$ 247,181.46	\$ 100,000.00	\$ 100,000.00	\$ 180,000.00	\$ 180,000.00	\$ 353,000.00	\$ 353,000.00
35	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	20	MO	\$ 31,341.78	\$ 626,835.60	\$ 3,200.00	\$ 64,000.00	\$ 1,300.00	\$ 26,000.00	\$ 7,200.00	\$ 144,000.00
36	506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	280	LF	\$ 27.61	\$ 7,730.80	\$ 30.00	\$ 8,400.00	\$ 30.00	\$ 8,400.00	\$ 17.00	\$ 4,760.00
37	506-6011	ROCK FILTER DAMS (REMOVE)	280	LF	\$ 7.58	\$ 2,122.40	\$ 15.00	\$ 4,200.00	\$ 8.00	\$ 2,240.00	\$ 9.00	\$ 2,520.00
38	506-6034	CONSTRUCTION PERIMETER FENCE	2,982	LF	\$ 3.36	\$ 10,019.52	\$ 6.00	\$ 17,892.00	\$ 3.00	\$ 8,946.00	\$ 2.30	\$ 6,858.60
39	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	2,846	LF	\$ 2.41	\$ 6,858.86	\$ 2.00	\$ 5,692.00	\$ 3.00	\$ 8,538.00	\$ 2.00	\$ 5,692.00
40	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	2,846	LF	\$ 0.58	\$ 1,650.68	\$ 1.00	\$ 2,846.00	\$ 1.00	\$ 2,846.00	\$ 0.25	\$ 711.50
41	530-6004	DRIVEWAYS (CONC)	2,582	SY	\$ 72.33	\$ 186,756.06	\$ 105.00	\$ 271,110.00	\$ 150.00	\$ 387,300.00	\$ 100.00	\$ 258,200.00
42	530-6005	DRIVEWAYS (ACP)	49	SY	\$ 32.00	\$ 1,568.00	\$ 135.00	\$ 6,615.00	\$ 170.00	\$ 8,330.00	\$ 95.00	\$ 4,655.00
43	531-6001	CONC SIDEWALKS (4")	455	SY	\$ 74.59	\$ 33,938.45	\$ 42.00	\$ 19,110.00	\$ 95.00	\$ 43,225.00	\$ 75.00	\$ 34,125.00
44	531-6010	CURB RAMPS (TY 7)	4	EA	\$ 1,915.70	\$ 7,662.80	\$ 2,800.00	\$ 11,200.00	\$ 1,200.00	\$ 4,800.00	\$ 800.00	\$ 3,200.00
45	550-6001	CHAIN LINK FENCE (INSTALL) (6')	15	LF	\$ 1,575.00	\$ 23,625.00	\$ 35.00	\$ 525.00	\$ 12.00	\$ 180.00	\$ 32.00	\$ 480.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		DeNucci Constructors		Aaron Concrete Contracting		Chasco Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
46	552-6009	GATE (SPECIAL)	2	EA	\$ 2,008.13	\$ 4,016.26	\$ 1,200.00	\$ 2,400.00	\$ 1,000.00	\$ 2,000.00	\$ 4,000.00	\$ 8,000.00
47	560-6001	MAILBOX INSTALL-S (TWG-POST) TY 1	18	EA	\$ 222.19	\$ 3,999.42	\$ 300.00	\$ 5,400.00	\$ 200.00	\$ 3,600.00	\$ 500.00	\$ 9,000.00
48	644-6071	RELOCATE SM RD SN SUP&AM TY TWT	13	EA	\$ 320.29	\$ 4,163.77	\$ 650.00	\$ 8,450.00	\$ 325.00	\$ 4,225.00	\$ 350.00	\$ 4,550.00
49	752-6005	TREE REMOVAL (4" - 12" DIA)	5	EA	\$ 331.58	\$ 1,657.90	\$ 400.00	\$ 2,000.00	\$ 550.00	\$ 2,750.00	\$ 300.00	\$ 1,500.00
50	752-6006	TREE REMOVAL (12" - 18" DIA)	7	EA	\$ 1,099.92	\$ 7,699.44	\$ 800.00	\$ 5,600.00	\$ 800.00	\$ 5,600.00	\$ 700.00	\$ 4,900.00
51	752-6007	TREE REMOVAL (18" - 24" DIA)	4	EA	\$ 1,260.00	\$ 5,040.00	\$ 1,200.00	\$ 4,800.00	\$ 1,200.00	\$ 4,800.00	\$ 1,000.00	\$ 4,000.00
52	1004-6002	TREE PROTECTION	6.2	AC	\$ 7,350.00	\$ 45,570.00	\$ 1,700.00	\$ 10,540.00	\$ 3,000.00	\$ 18,600.00	\$ 2,800.00	\$ 17,360.00
53	701S-D	WIRE FENCE	25	LF	\$ 15.00	\$ 375.00	\$ 12.00	\$ 300.00	\$ 65.00	\$ 1,625.00	\$ 6.00	\$ 150.00
54	701S-E	WOOD FENCE	914	LF	\$ 25.00	\$ 22,850.00	\$ 22.00	\$ 20,108.00	\$ 13.00	\$ 11,882.00	\$ 22.00	\$ 20,108.00
55	701S-T	TEMPORARY FENCE, 6 FEET HIGH, CHAIN LINK	759	LF	\$ 3.00	\$ 2,277.00	\$ 6.00	\$ 4,554.00	\$ 4.00	\$ 3,036.00	\$ 9.00	\$ 6,831.00
56	WC-9007	IRRIGATION SYSTEM CAPPING	90	EA	\$ 33.00	\$ 2,970.00	\$ 125.00	\$ 11,250.00	\$ 460.00	\$ 41,400.00	\$ 900.00	\$ 81,000.00
57	504S-1RM	Repositioning and Adjusting Water Meter	35	EA	\$ 500.00	\$ 17,500.00	\$ 1,100.00	\$ 38,500.00	\$ 1,200.00	\$ 42,000.00	\$ 1,000.00	\$ 35,000.00
58	504S-3W	Adjusting Water Valve Boxes to Grade	2	EA	\$ 500.00	\$ 1,000.00	\$ 300.00	\$ 600.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,000.00
59	509S-1	Trench Excavation Safety Protection Systems (All Depths)	5,716	LF	\$ 1.00	\$ 5,716.00	\$ 3.00	\$ 17,148.00	\$ 1.00	\$ 5,716.00	\$ 4.00	\$ 22,864.00
60	510-AW1.5-Dia	Pipe, 1.5" Diameter, Copper Type K (All Depths) Including Excavation and Backfill	949	LF	\$ 20.00	\$ 18,980.00	\$ 65.00	\$ 61,685.00	\$ 82.00	\$ 77,818.00	\$ 70.00	\$ 66,430.00
61	510-AW4-Dia	Pipe, 4" Diameter, DI CL 350 (All Depths) With Restrained Joints Including Excavation and Backfill	39	LF	\$ 40.00	\$ 1,560.00	\$ 65.00	\$ 2,535.00	\$ 170.00	\$ 6,630.00	\$ 103.00	\$ 4,017.00
62	510-AW6-Dia	Pipe, 6" Diameter, DI CL 350 (All Depths) With Restrained Joints Including Excavation and Backfill	472	LF	\$ 50.00	\$ 23,600.00	\$ 75.00	\$ 35,400.00	\$ 100.00	\$ 47,200.00	\$ 110.00	\$ 51,920.00
63	510-AW8-Dia	Pipe, 8" Diameter, DI CL 350 (All Depths) With Restrained Joints Including Excavation and Backfill	2469	LF	\$ 60.00	\$ 148,140.00	\$ 85.00	\$ 209,865.00	\$ 105.00	\$ 259,245.00	\$ 160.00	\$ 395,040.00
64	510-AW12-Dia	Pipe, 12" Diameter, DI CL 350 (All Depths) With Restrained Joints Including Excavation and Backfill	31	LF	\$ 75.00	\$ 2,325.00	\$ 105.00	\$ 3,255.00	\$ 260.00	\$ 8,060.00	\$ 250.00	\$ 7,750.00
65	510-AWW6-Dia	Pipe, 6" Diameter, PVC SDR-26 (All Depths), Including Excavation and Backfill	260	LF	\$ 50.00	\$ 13,000.00	\$ 48.00	\$ 12,480.00	\$ 138.00	\$ 35,880.00	\$ 150.00	\$ 39,000.00
66	510-BW-1.5X1.5 Dia.	Connecting New 1.5" Single Service to Existing Private Service	2	EA	\$ 2,200.00	\$ 4,400.00	\$ 1,200.00	\$ 2,400.00	\$ 3,000.00	\$ 6,000.00	\$ 1,600.00	\$ 3,200.00
67	510-BW-1.5X1.5 Dia	Connecting New 1.5" Double Service to Existing Private Service	35	EA	\$ 2,500.00	\$ 87,500.00	\$ 1,600.00	\$ 56,000.00	\$ 2,800.00	\$ 98,000.00	\$ 2,000.00	\$ 70,000.00
68	510-BWW-6X6 Dia.	Connecting New 6" Service to Existing Private Service (6" Dia. New Service to 6" Dia. Private Service)	6	EA	\$ 3,900.00	\$ 23,400.00	\$ 1,200.00	\$ 7,200.00	\$ 2,800.00	\$ 16,800.00	\$ 3,000.00	\$ 18,000.00
69	510-KWW	Ductile Iron Fittings	6.6	TON	\$ 4,979.86	\$ 32,867.09	\$ 8,500.00	\$ 56,100.00	\$ 11,000.00	\$ 72,600.00	\$ 14,000.00	\$ 92,400.00
70	511S-A6	Valves, Gate, 6" Diameter	14	EA	\$ 1,000.00	\$ 14,000.00	\$ 1,600.00	\$ 22,400.00	\$ 1,500.00	\$ 21,000.00	\$ 1,200.00	\$ 16,800.00
71	511S-A8	Valves, Gate, 8" Diameter	38	EA	\$ 1,500.00	\$ 57,000.00	\$ 1,800.00	\$ 68,400.00	\$ 1,900.00	\$ 72,200.00	\$ 1,600.00	\$ 60,800.00
72	511S-A12	Valves, Gate, 12" Diameter	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 2,600.00	\$ 2,600.00	\$ 3,200.00	\$ 3,200.00	\$ 3,000.00	\$ 3,000.00
73	511S-B	Fire Hydrant (See Standard 511S-17)	12	EA	\$ 4,000.00	\$ 48,000.00	\$ 4,200.00	\$ 50,400.00	\$ 4,500.00	\$ 54,000.00	\$ 3,500.00	\$ 42,000.00
74	504S-GV6	Remove Valve, 6" Gate	16	EA	\$ 500.00	\$ 8,000.00	\$ 400.00	\$ 6,400.00	\$ 62.00	\$ 992.00	\$ 200.00	\$ 3,200.00
75	504S-GV8	Remove Valve, 8" Gate	6	EA	\$ 500.00	\$ 3,000.00	\$ 400.00	\$ 2,400.00	\$ 165.00	\$ 990.00	\$ 200.00	\$ 1,200.00
76	510-JW-AC 12" x 12"	AC Pipe Connections, 12" Dia. x 12" Dia.	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 6,800.00	\$ 6,800.00	\$ 1,100.00	\$ 1,100.00	\$ 3,800.00	\$ 3,800.00
77	510-JW-AC 12" x 8"	AC Pipe Connections, 12" Dia. x 8" Dia.	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 4,800.00	\$ 4,800.00	\$ 800.00	\$ 800.00	\$ 3,500.00	\$ 3,500.00
78	510-JW-AC 8" x 8"	AC Pipe Connections, 8" Dia. x 8" Dia.	34	EA	\$ 1,875.00	\$ 63,750.00	\$ 3,800.00	\$ 129,200.00	\$ 700.00	\$ 23,800.00	\$ 1,500.00	\$ 51,000.00
79	510-JW-AC 8" x 6"	AC Pipe Connections, 8" Dia. x 6" Dia.	22	EA	\$ 1,500.00	\$ 33,000.00	\$ 2,800.00	\$ 61,600.00	\$ 650.00	\$ 14,300.00	\$ 1,500.00	\$ 33,000.00
80	510-JW-AC 8" x 4"	AC Pipe Connections, 8" Dia. x 4" Dia.	3	EA	\$ 1,200.00	\$ 3,600.00	\$ 2,600.00	\$ 7,800.00	\$ 550.00	\$ 1,650.00	\$ 3,000.00	\$ 9,000.00
81	1900-W4Dia	Removing Pipe, 4" Diameter, AC Pipe	67	LF	\$ 50.00	\$ 3,350.00	\$ 30.00	\$ 2,010.00	\$ 30.00	\$ 2,010.00	\$ 190.00	\$ 12,730.00
82	1900-W6Dia	Removing Pipe, 6" Diameter, AC Pipe	703	LF	\$ 70.00	\$ 49,210.00	\$ 32.00	\$ 22,496.00	\$ 35.00	\$ 24,605.00	\$ 77.00	\$ 54,131.00
83	1900-W8Dia	Removing Pipe, 8" Diameter, AC Pipe	706	LF	\$ 93.00	\$ 65,658.00	\$ 32.00	\$ 22,592.00	\$ 40.00	\$ 28,240.00	\$ 80.00	\$ 56,480.00
84	1900-W12Dia	Removing Pipe, 12" Diameter, AC Pipe	20	LF	\$ 115.00	\$ 2,300.00	\$ 62.00	\$ 1,240.00	\$ 50.00	\$ 1,000.00	\$ 190.00	\$ 3,800.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		DeNucci Constructors		Aaron Concrete Contracting		Chasco Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID

**NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT**

85	999-WC01	FORCE ACCOUNT	25,000	DOL	\$1.00	\$25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00
TOTAL COST ADJUSTED FOR CORRECTNESS						<b>\$3,797,090.67</b>		<b>\$3,556,659.50</b>		<b>\$4,231,467.00</b>		<b>\$4,661,988.10</b>
ACTUAL BID PROPOSAL						\$3,797,090.67		\$3,556,659.50		\$4,231,467.00		\$4,661,988.10
ADJUSTMENT DIFFERENCE						\$0.00		\$0.00		\$0.00		\$0.00
Bid Bond								Yes		Yes		Yes
Bid Affidavit								Yes		Yes		Yes
Conflict of Interest Questionnaire								Yes		Yes		Yes
Bidder References (Minimum of Three)								Yes		Yes		Yes

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Smith Contracting	
					UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	151	STA	\$ 2,500.00	\$ 377,500.00
2	110-6002	EXCAVATION (CHANNEL)	2,980	CY	\$ 35.00	\$ 104,300.00
3	132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	470	CY	\$ 77.00	\$ 36,190.00
4	160-WC02	FURNISHING AND PLACING TOPSOIL (4")	23,460	SY	\$ 4.00	\$ 93,840.00
5	164-WC05	SEEDING FOR EROSION CONTROL (TY 5) (PERM)	23,460	SY	\$ 0.50	\$ 11,730.00
6	164-WC10	SEEDING FOR EROSION CONTROL (TY 10) (TEMP)	11,730	SY	\$ 0.40	\$ 4,692.00
7	168-WC01	VEGETATIVE WATERING	586	MG	\$ 26.00	\$ 15,236.00
8	169-6006	SOIL RETENTION BLANKETS (CL 2) (TY F)	23,460	SY	\$ 1.75	\$ 41,055.00
9	400-6006	CUT & RESTORING PAV	659	SY	\$ 335.00	\$ 220,765.00
10	402-6001	TRENCH EXCAVATION PROTECTION	3,450	LF	\$ 1.00	\$ 3,450.00
11	432-6002	RIPRAP (CONC)(5 IN)	84	CY	\$ 450.00	\$ 37,800.00
12	432-6029	RIPRAP (STONE COMMON)(GROUT)(8 IN)	24	CY	\$ 590.00	\$ 14,160.00
13	432-6033	RIPRAP (STONE PROTECTION)(18 IN)	3	CY	\$ 460.00	\$ 1,380.00
14	459-6001	GABIONS (GALV)	51	CY	\$ 300.00	\$ 15,300.00
15	464-6003	RC PIPE (CL III)(18 IN)	1,968	LF	\$ 115.00	\$ 226,320.00
16	464-6005	RC PIPE (CL III)(24 IN)	1,375	LF	\$ 144.00	\$ 198,000.00
17	464-6007	RC PIPE (CL III)(30 IN)	2,266	LF	\$ 228.00	\$ 516,648.00
18	464-6008	RC PIPE (CL III)(36 IN)	1,579	LF	\$ 230.00	\$ 363,170.00
19	465-6126	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT)	31	EA	\$ 4,000.00	\$ 124,000.00
20	465-6127	INLET (COMPL)(PSL)(FG)(4FTX4FT-3FTX3FT)	16	EA	\$ 4,900.00	\$ 78,400.00
21	465-6128	INLET (COMPL)(PSL)(FG)(4FTX4FT-4FTX4FT)	10	EA	\$ 5,100.00	\$ 51,000.00
22	465-6134	INLET (COMPL)(PSL)(FG)(5FTX5FT-3FTX3FT)	1	EA	\$ 5,900.00	\$ 5,900.00
23	465-6135	INLET (COMPL)(PSL)(FG)(5FTX5FT-4FTX4FT)	1	EA	\$ 6,000.00	\$ 6,000.00
24	465-6137	INLET (COMPL)(PSL)(FG)(5FTX6FT-3FTX3FT)	2	EA	\$ 6,200.00	\$ 12,400.00
25	465-6138	INLET (COMPL)(PSL)(FG)(5FTX6FT-4FTX4FT)	1	EA	\$ 6,200.00	\$ 6,200.00
26	467-6323	SET (TY II) (12 IN) (RCP) (4: 1) (C)	2	EA	\$ 1,300.00	\$ 2,600.00
27	467-6358	SET (TY II) (18 IN) (RCP) (4: 1) (C)	17	EA	\$ 1,325.00	\$ 22,525.00
28	467-6359	SET (TY II) (18 IN) (RCP) (4: 1) (P)	69	EA	\$ 1,325.00	\$ 91,425.00
29	467-6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	22	EA	\$ 1,525.00	\$ 33,550.00
30	467-6391	SET (TY II) (24 IN) (RCP) (4: 1) (P)	12	EA	\$ 1,725.00	\$ 20,700.00
31	467-6394	SET (TY II) (24 IN) (RCP) (6: 1) (C)	19	EA	\$ 1,725.00	\$ 32,775.00
32	0467 6423	SET (TY II) (30 IN) (RCP) (6: 1) (P)	1	EA	\$ 2,725.00	\$ 2,725.00
33	0496 6016	REMOV STR (PIPE)	30	EA	\$ 1,400.00	\$ 42,000.00
34	500-WC01	MOBILIZATION	1	LS	\$ 420,000.00	\$ 420,000.00
35	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	20	MO	\$ 4,300.00	\$ 86,000.00
36	506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	280	LF	\$ 32.00	\$ 8,960.00
37	506-6011	ROCK FILTER DAMS (REMOVE)	280	LF	\$ 10.00	\$ 2,800.00
38	506-6034	CONSTRUCTION PERIMETER FENCE	2,982	LF	\$ 5.00	\$ 14,910.00
39	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	2,846	LF	\$ 2.50	\$ 7,115.00
40	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	2,846	LF	\$ 0.65	\$ 1,849.90
41	530-6004	DRIVEWAYS (CONC)	2,582	SY	\$ 83.00	\$ 214,306.00
42	530-6005	DRIVEWAYS (ACP)	49	SY	\$ 100.00	\$ 4,900.00
43	531-6001	CONC SIDEWALKS (4")	455	SY	\$ 50.00	\$ 22,750.00
44	531-6010	CURB RAMPS (TY 7)	4	EA	\$ 1,700.00	\$ 6,800.00
45	550-6001	CHAIN LINK FENCE (INSTALL) (6')	15	LF	\$ 50.00	\$ 750.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Smith Contracting	
					UNIT COST	AMOUNT BID
46	552-6009	GATE (SPECIAL)	2	EA	\$ 1,000.00	\$ 2,000.00
47	560-6001	MAILBOX INSTALL-S (TWG-POST) TY 1	18	EA	\$ 195.00	\$ 3,510.00
48	644-6071	RELOCATE SM RD SN SUP&AM TY TWT	13	EA	\$ 325.00	\$ 4,225.00
49	752-6005	TREE REMOVAL (4" - 12" DIA)	5	EA	\$ 460.00	\$ 2,300.00
50	752-6006	TREE REMOVAL (12" - 18" DIA)	7	EA	\$ 600.00	\$ 4,200.00
51	752-6007	TREE REMOVAL (18" - 24" DIA)	4	EA	\$ 925.00	\$ 3,700.00
52	1004-6002	TREE PROTECTION	6.2	AC	\$ 4,500.00	\$ 27,900.00
53	701S-D	WIRE FENCE	25	LF	\$ 6.50	\$ 162.50
54	701S-E	WOOD FENCE	914	LF	\$ 20.00	\$ 18,280.00
55	701S-T	TEMPORARY FENCE, 6 FEET HIGH, CHAIN LINK	759	LF	\$ 5.00	\$ 3,795.00
56	WC-9007	IRRIGATION SYSTEM CAPPING	90	EA	\$ 325.00	\$ 29,250.00
57	504S-1RM	Repositioning and Adjusting Water Meter	35	EA	\$ 1,400.00	\$ 49,000.00
58	504S-3W	Adjusting Water Valve Boxes to Grade	2	EA	\$ 250.00	\$ 500.00
59	509S-1	Trench Excavation Safety Protection Systems (All Depths)	5,716	LF	\$ 1.00	\$ 5,716.00
60	510-AW1.5-Dia	Pipe, 1.5" Diameter, Copper Type K (All Depths) Including Excavation and Backfill	949	LF	\$ 50.00	\$ 47,450.00
61	510-AW4-Dia	Pipe, 4" Diameter, DI CL 350 (All Depths) With Restrained Joints Including Excavation and Backfill	39	LF	\$ 75.00	\$ 2,925.00
62	510-AW6-Dia	Pipe, 6" Diameter, DI CL 350 (All Depths) With Restrained Joints Including Excavation and Backfill	472	LF	\$ 122.00	\$ 57,584.00
63	510-AW8-Dia	Pipe, 8" Diameter, DI CL 350 (All Depths) With Restrained Joints Including Excavation and Backfill	2469	LF	\$ 140.00	\$ 345,660.00
64	510-AW12-Dia	Pipe, 12" Diameter, DI CL 350 (All Depths) With Restrained Joints Including Excavation and Backfill	31	LF	\$ 237.00	\$ 7,347.00
65	510-AWW6-Dia	Pipe, 6" Diameter, PVC SDR-26 (All Depths), Including Excavation and Backfill	260	LF	\$ 124.00	\$ 32,240.00
66	510-BW-1.5X1.5 Dia.	Connecting New 1.5" Single Service to Existing Private Service	2	EA	\$ 1,500.00	\$ 3,000.00
67	510-BW-1.5X1.5 Dia	Connecting New 1.5" Double Service to Existing Private Service	35	EA	\$ 1,800.00	\$ 63,000.00
68	510-BWW-6X6 Dia.	Connecting New 6" Service to Existing Private Service (6" Dia. New Service to 6" Dia. Private Service)	6	EA	\$ 1,400.00	\$ 8,400.00
69	510-KWW	Ductile Iron Fittings	6.6	TON	\$ 8,700.00	\$ 57,420.00
70	511S-A6	Valves, Gate, 6" Diameter	14	EA	\$ 1,500.00	\$ 21,000.00
71	511S-A8	Valves, Gate, 8" Diameter	38	EA	\$ 1,900.00	\$ 72,200.00
72	511S-A12	Valves, Gate, 12" Diameter	1	EA	\$ 3,000.00	\$ 3,000.00
73	511S-B	Fire Hydrant (See Standard 511S-17)	12	EA	\$ 4,600.00	\$ 55,200.00
74	504S-GV6	Remove Valve, 6" Gate	16	EA	\$ 830.00	\$ 13,280.00
75	504S-GV8	Remove Valve, 8" Gate	6	EA	\$ 830.00	\$ 4,980.00
76	510-JW-AC 12" x 12"	AC Pipe Connections, 12" Dia. x 12" Dia.	1	EA	\$ 3,500.00	\$ 3,500.00
77	510-JW-AC 12" x 8"	AC Pipe Connections, 12" Dia. x 8" Dia.	1	EA	\$ 3,450.00	\$ 3,450.00
78	510-JW-AC 8" x 8"	AC Pipe Connections, 8" Dia. x 8" Dia.	34	EA	\$ 3,400.00	\$ 115,600.00
79	510-JW-AC 8" x 6"	AC Pipe Connections, 8" Dia. x 6" Dia.	22	EA	\$ 3,300.00	\$ 72,600.00
80	510-JW-AC 8" x 4"	AC Pipe Connections, 8" Dia. x 4" Dia.	3	EA	\$ 3,250.00	\$ 9,750.00
81	1900-W4Dia	Removing Pipe, 4" Diameter, AC Pipe	67	LF	\$ 105.00	\$ 7,035.00
82	1900-W6Dia	Removing Pipe, 6" Diameter, AC Pipe	703	LF	\$ 120.00	\$ 84,360.00
83	1900-W8Dia	Removing Pipe, 8" Diameter, AC Pipe	706	LF	\$ 125.00	\$ 88,250.00
84	1900-W12Dia	Removing Pipe, 12" Diameter, AC Pipe	20	LF	\$ 125.00	\$ 2,500.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Smith Contracting	
					UNIT COST	AMOUNT BID

NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT

85	999-WC01	FORCE ACCOUNT	25,000	DOL	\$1.00	\$25,000.00
TOTAL COST ADJUSTED FOR CORRECTNESS						<b>\$4,966,146.40</b>
ACTUAL BID PROPOSAL						\$4,966,146.40
ADJUSTMENT DIFFERENCE						\$0.00
Bid Bond						Yes
Bid Affidavit						Yes
Conflict of Interest Questionnaire						Yes
Bidder References (Minimum of Three)						Yes

# 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.**  
DeNucci Constructors, LLC  
Austin, TX United States

Certificate Number:  
2016-69924

Date Filed:  
06/13/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Williamson County Purchasing Office

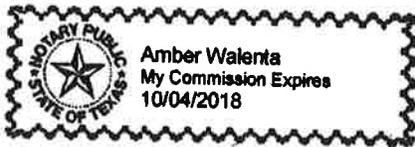
Date Acknowledged:

**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 services, goods, or other property to be provided under the contract.**  
1604-068  
Construction of Drainage improvements within an existing residential subdivision.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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.



Paul T. DeNucci  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Paul T. DeNucci this the 13<sup>th</sup> day of June 2016, to certify which, witness my hand and seal of office.

Amber Walenta Signature of officer administering oath  
Amber Walenta Printed name of officer administering oath  
Office Administrator Title of officer administering oath

**Commissioners Court - Regular Session**

47.

**Meeting Date:** 06/28/2016

NACo Prescription Discount Card Revenue Sharing BA 06-28-2016

**Submitted For:** Melanie Denny

**Submitted By:** Tomika Lynce, County Auditor

**Department:** County Auditor

**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 revenues for the NACo Prescription Discount Card Program:

**Background**

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups costs through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	\$1,037.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 06/21/2016

**Reviewed By**

Wendy Coco

**Date**

06/21/2016 03:09 PM

Started On: 06/21/2016 09:31 AM

**Commissioners Court - Regular Session**

48.

**Meeting Date:** 06/28/2016

NACo Prescription Discount Card Revenue Sharing BA 06-28-2016

**Submitted For:** Melanie Denny**Submitted By:** Tomika Lynce, County Auditor**Department:** County Auditor**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 the NACo Prescription Discount Card Program:

**Background**

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups costs through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	\$1,037.00

**Attachments***No file(s) attached.***Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 06/21/2016

**Reviewed By**

Wendy Coco

**Date**

06/21/2016 03:09 PM

Started On: 06/21/2016 09:48 AM

**Commissioners Court - Regular Session**

**49.**

**Meeting Date:** 06/28/2016

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
- f. Project Fiji
- g. Leander Medical Center

**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: 06/23/2016

**Reviewed By**

Wendy Coco

**Date**

06/23/2016 11:17 AM

Started On: 06/23/2016 11:15 AM

**Commissioners Court - Regular Session**

50.

**Meeting Date:** 06/28/2016

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: SW Bypass
- f.Discuss the acquisition of real property: Neenah Blvd.
- g.Discuss the acquisition of real property: CR 111
- 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: Inner Loop.
- l.Discuss the acquisition of real property for County Facilities.
- m.Discuss the acquisition of real property for DB Wood Rd. (Sneed Loop)
- n.Discuss the acquisition of Easement interests on CR 240.
- o.Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
- p.Discuss the acquisition of real property for Bill Pickett Trail.
- q.Discuss the acquisition of real property: Arterial H
- r.Discuss the acquisition of easements on the Forest North project.
- s.Discuss potential acquisition of property located at NEC of Toll 130 and Gattis School Rd.
- t.Discuss utilities for CR 305 at IH 35 and Reagan at IH35 projects.
- u.Discuss relocation claims for the CR 110 South project.

**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 the proposed sale of portion of county property on Inner Loop opposite Maintenance Building.
- c.Discuss possible sale of 183 A excess right of way
- d.Discuss proposed sale of real estate of Blue Springs Blvd
- e.Discuss abandonment of CR359.
- f.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.*

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### Form Review

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/23/2016

**Reviewed By**

Wendy Coco

**Date**

06/23/2016 11:17 AM

Started On: 06/23/2016 11:11 AM