

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JULY 28TH, 2016
3:00 P.M.

The Commissioner's Court of Williamson County, Texas will meet in special 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 – 26)

5. Discuss, consider and take appropriate action on a line item transfer for All County Courts at Law.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004125	All Cty Cts/Transcripts	\$5,000
From	0100-0425-004131	All Cty Cts/Family Ct Aptd Atty	\$23,000
To	0100-0425-004136	All Cty Cts/MH Ct Aptd Atty	\$15,000
To	0100-0425-004141	All Cty Cts/Interpretors	\$13,000

6. Discuss, consider and take appropriate action on a line item transfer for the County Clerk's office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0403-004410	Bond Premiums	269.54
To	0100-0403-004212	Postage	269.54
From	0100-0404-004410	Bond Premiums	284.54

From	0100-0404-004350	Printed Materials & Binding	3400.00
To	0100-0404-004212	Postage	3684.54

7. Discuss, consider and take appropriate action on a line item transfer for EMS.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0540.004210	Internet/email svcs	\$1041.67
From	0100.0540.003002	Vehicle Equipment < \$5000	\$839.90
To	0100.0540.004234	Training Supplies	\$1881.57

8. Discuss, consider and take appropriate action on a line item transfer for Adult Probation.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0572-003005	Furniture	2000.00
To	0100-0572-003006	Equipment	2000.00

9. Discuss, consider and take appropriate action on a line item transfer for EMS.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0540.003200	Medical Supplies	\$5000.00
To	0100.0540.003307	Pharmaceuticals	\$5000.00

10. Discuss, consider, and take appropriate action on a line item transfer for the County Sheriff.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003318	Janitorial Supplies	\$1,500.00
From	0100.0570.003305	Clothing	\$500.00
From	0100.0570.003005	Radio Equipment	\$4,000.00
From	0100.0570.004992	CSR Program	\$435.00
From	0100.0570.005107	Medical Equipment >\$5000	\$263.00
To	0100.0570.003009	Linens and Toiletries	\$6,698.00

11. Discuss, consider, and take appropriate action on a line item transfer for the Office of Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0541.004100	Professional Services	5500
To	0100.0541.005700	Vehicles >5000	5500

From	0100.0541.005000	Capital Outlay	4500
To	0100.0541.005700	Vehicles >5000	4500
From	0100.0541.004505	Software Maintenance	3850
To	0100.0541.005700	Vehicles >5000	3850
From	0100.0541.004414	Vehicle Insurance	2000
To	0100.0541.005700	Vehicles >5000	2000
From	0100.0541.004211	Telephone Services	750
To	0100.0541.005700	Vehicles >5000	750
From	0100.0541.003011	Computer Software	400
To	0100.0541.005700	Vehicles >5000	400

12. Discuss, consider, and take appropriate action on a line item transfer for the Office of Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0541.004414	Vehicle Insurance	2500
To	0100.0541.004541	Vehicle Maintenance and Repair	2500

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0503-005700	Vehicles > \$5,000	\$3,308.50
To	0100-0503-003001	Small Equip & Tools < \$5,000	\$3,308.50

14. Discuss consider and take appropriate action on authorizing the disposal of various county assets through auction including (4) Desks, (2) Boxes of binders, (4) Phones, (1) Phone Headset, (1) Microwave, (2) Cork Boards, (3) Landscape pictures, (1) White board, (1) Misc. Office Supplies, (11) Chairs, (1) VHS/DVD Player, (18) Monitors, (1) Monitor stand, (16) Computers, (3) Boxes of Misc. Keyboards and Mice, (1) Stamp Machine (complete list attached) pursuant to Tx. Local Gov't code 263.152.
15. Discuss, consider and take appropriate action on authorizing the inter-departmental transfer of (1) 2-drawer metal cabinet, (List attached) pursuant to Tx. Local Gov't Code 263.152.
16. To discuss and consider confirming the appointment of Ryan Patrick Lloyd as Deputy Constable Reserve for Precinct 1
17. Discuss, consider and take any appropriate action regarding approval or ratification of the Treasurer's Report on Williamson County Finances for June 2016 pursuant to Tex. Loc. Gov't Code
18. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, June 2016 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
19. Discuss, consider, and take appropriate action to recognize completion of the required continuing education hours for the Williamson County Tax Assessor Collector.

20. Discuss, consider and take appropriate action on approving property tax collections for the month of June 2016 for the Williamson County Tax Assessor/Collector.
21. Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 for the month of June 2016 for the Williamson County Tax Assessor/Collector.
22. Discuss, consider and take appropriate action regarding acceptance of donation(s) from the G21 ("Giving in the 21st century") car and Bike Show Williamson County Sheriff's Office Victim Assistance Unit pursuant to Tx. Loc. Gov't Code 81.032.
23. Discuss, consider, and take appropriate action on approval of the final plat for the Paloma Lake Section 8 subdivision - Pct 4.
24. Discuss, consider, and take appropriate action on approval of the revised plat for Lot 30 Block P of Rancho Sienna Section 14 Phase 1 subdivision - Pct 3
25. Discuss, consider, and take appropriate action on approval of the revised plat for Lot 30 Block P of Rancho Sienna Section 15 subdivision - Pct 3.
26. Discuss, consider, and take appropriate action on approval of the final plat for the Sonterra West Section 8J Phase 4 subdivision - Pct 3

REGULAR AGENDA

27. Discuss, consider, and take appropriate action on the implementation of a County Burn Ban for a period not to exceed 90 days and to authorize the County Judge to lift the ban when conditions improve.
28. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
29. Discuss, consider and take any necessary action regarding Architectural and Engineering Services Contract with RHad Enterprises, Inc. dba Mode Design Company for the Cedar Park Tax Office remodel and expansion project (350 Discovery Blvd, Cedar Park, Texas) pursuant to the Professional Services Procurement Act (Tex. Gov't Code § 2254.004).
30. Discuss, consider and take appropriate action on the transfer of 2013 Road Bond funds per recommendations of Mike Weaver, Road Bond Manager in the amount of \$775,000.00 from Non Departmental (P290) to Kauffman Loop Phase I (P293)
31. Discuss, consider, and take appropriate action on the transfers to of 2006 Road Bond funds per recommendations of Mike Weaver, Road Bond Manager from RM 620 Interim Improvement (P167) \$81,319.00, Lakecreek Trail (P208) \$8,745.00, Bagdad Road-CR 280 thru SH 29 (P272) \$143,596.00, Williams Drive (P183) \$15,362.00, Reagan Blvd. Phase IV (P196) \$10,435.00, Madrid Drive (P290) \$9,699.00 and CR 108 (P240) \$54,976.00 to Non Departmental (P156) in the total amount of \$324,132.00. Once transfers are complete these projects will be closed.
32. Discuss, consider and take appropriate action on a Temporary Right of Entry Agreement with WC Round Rock Land Partners, LP for the N. Mays Extension project.

33. Discuss, consider, and take any appropriate action regarding the approval of the early voting by personal appearance full time polling locations and voting hours for the General Election to be held November 8, 2016.
34. Discuss and take appropriate action on the approval of the Vote Centers to be used for the General Election to be held November 8, 2016.
35. Discuss Lone Star Rail.
36. Discuss and take action to approve the attached budget transfers for the 2015 Certificates of Obligation.
37. Discuss and take appropriate action to approve the attached budget transfers for the 2014 Capital Improvement Program.
38. Discuss and take appropriate action to approve the attached transfers for the 2015 Capital Improvement Program.
39. Discuss and take action to allocate funds from cash ending for the Fiscal Year 2017 Capital Improvement Program.
40. Discuss, consider and take appropriate action on a resolution supporting the grant application for funding for the Williamson County DWI/Drug Court from the Office of the Governor's Criminal Justice Division.
41. Discuss, consider and take appropriate action on resolution for the Williamson County Veterans Treatment Court grant.
42. Discuss, consider and take appropriate action on appointment of Greg Boatright to the Capital Area Housing Finance Corporation Board of Directors for a four-year term beginning October 22, 2015 and ending October 21, 2019.
43. Discuss, consider and take appropriate action regarding employment of the law firm of Lewis Brisbois Bisgaard & Smith LLP to represent Williamson County and the Williamson County Sheriff's Office in relation to Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; in the United States District Court for the Western District of Texas, Austin Division; and exemption of those attorney 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 Section 262.024(a)(4) of the Texas Local Government Code.
44. Discuss, consider and take appropriate action regarding employment of the law firm of Lewis Brisbois Bisgaard & Smith LLP to represent Williamson County and the Williamson County Sheriff's Office in relation to in relation to the claims of Royce Belcher; and exemption of those attorney 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 Section 262.024(a)(4) of the Texas Local Government Code.
45. Discuss, consider and take appropriate action on approving and granting an Abutting Easement to Bluebonnet Electric Cooperative, Inc. in relation to a 1.144 acre tract of land in Precinct 4 that is situated adjacent to the First Shiloh Baptist Church.

46. Discuss, consider and take appropriate action on a Fiscal Agreement between the Capital Area Metropolitan Organization (CAMPO) and Williamson County, Texas (Williamson County), which sets out the management roles and responsibilities between CAMPO and Williamson County required in rendering fiscal management and payroll processing for CAMPO.
47. Discuss, consider and take appropriate action on an agreement regarding Terms of Use with Google for participation in pilot beta program for GIS Base Map Data Upload service in order to support operations of the Williamson County Geographic Information Systems ("GIS") Division.
48. Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title: WIL036C Driveway Repairs.
49. Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title: WIL035C Driveways
50. Discuss and take action on the acceptance of FY16 Emergency Management Performance Grant funding and to authorize the County Judge to sign associated documentation.
51. Discuss, consider and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title: WIL010C Damage Roads (Correcting Project Title Error in Item #27 of the May 24, 2016 Williamson County Commissioners Court's Session).
52. Discuss, consider and take appropriate action on authorizing the extension of Pecan Harvest Lease for the term of October 1, 2016 - September 30, 2017, with Rob Stewart, Owner of Stewart Pecan Farm.
53. Discuss, consider and take appropriate action on awarding the proposal received for RFP #1605-081 Food Services for Williamson County Jail to the best proposer, Aramark Correctional Services, LLC
54. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive proposals for RFP#1605-083, Specific & Aggregate Stop Loss Insurance for Williamson County.
55. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive proposals for RFP#1606-093, Payroll Services for Existing Temporary Labor for the Election Administration.
56. Discuss, consider and take appropriate action on approving an Agreement between Automated Merchant Systems, Inc. and Williamson County, for Merchant Processing Services and authorizing the County Judge to sign any related documents.
57. 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 acknowledging additional revenues for Animal Shelter Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	\$20,185.95
	0546.0000.367440	Jane's Fund Donations	\$19,734.53
	0546.0000.367441	ASPCA Donations	\$0.00

	0546.0000.367442	Play Yard Donation	\$7,416.30
	0546.0000.367443	Heart Worm Trmt Donations	\$6,510.61
	0546.0000.367445	Sit Team Donations	\$0.00
	0546.0000.370150	Sale of Pet Care Products	\$453.77

58. 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 acknowledging additional expenditures for the use of Animal Shelter Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	\$453.77
	0546.0546.003670	Use of Donations	\$20,185.95
	0546.0546.004100	Professional Services	\$19,734.53
	0546.0546.004109	Special Needs	\$0.00
	0546.0546.004232	Training	\$0.00
	0546.0546.004509	Facility Enhancements	\$7,416.30
	0546.0546.004975	Animal Medical Care	\$6,510.61

59. 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 Park Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$111.00

60. 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 Park Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Park Donations	\$111.00

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)."

61. 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
 - h) Leander/Reagan TIRZ
62. 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 easement acquisitions from San Gabriel River Ranch Subdivision.
- 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.

- 63.** 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 419th 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.
- 64.** 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).
- 65.** 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)

66. Discuss and take appropriate action concerning economic development matters.
67. Discuss and take appropriate action concerning real estate.
68. 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 419th 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.

- 69.** 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.
- 70.** Comments from Commissioners.

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2016 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Special Session**5.****Meeting Date:** 07/28/2016

Line Item Transfer

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

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for All County Courts at Law.

Background

A higher number of interpreters have been needed during trial and funds have been depleted. In addition we are seeing a more appointments in our mental health caseload and have exhausted funding in the court appointed attorney line.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004125	All Cty Cts/Transcripts	\$5,000
From	0100-0425-004131	All Cty Cts/Family Ct Aptd Atty	\$23,000
To	0100-0425-004136	All Cty Cts/MH Ct Aptd Atty	\$15,000
To	0100-0425-004141	All Cty Cts/Interpreters	\$13,000

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/13/2016

Reviewed By

Rebecca Clemons

Date

07/13/2016 03:39 PM

Started On: 07/09/2016 08:05 AM

Commissioners Court - Special Session**6.****Meeting Date:** 07/28/2016

LIT for postage

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

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the County Clerk's office.

Background

Running low on postage until the end of the fiscal year. We will be changing machines in October if approved in the budget so we don't want to put but enough that will carry us into October on the current machine.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0403-004410	Bond Premiums	269.54
To	0100-0403-004212	Postage	269.54
From	0100-0404-004410	Bond Premiums	284.54
From	0100-0404-004350	Printed Materials & Binding	3400.00
To	0100-0404-004212	Postage	3684.54

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Nancy Rister

Final Approval Date: 07/18/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

07/15/2016 08:38 AM

07/18/2016 02:09 PM

Started On: 07/14/2016 03:43 PM

Commissioners Court - Special Session**7.****Meeting Date:** 07/28/2016

WCEMS LIT for movement of grant funds to corrected line item

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

Information**Agenda Item**

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

Background

This request is for a line item transfer of trauma distribution grant funds for the purchase of training supplies. The funds are in the wrong line item in order to complete final purchases per grant requirement.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0540.004210	Internet/email svcs	\$1041.67
From	0100.0540.003002	Vehicle Equipment < \$5000	\$839.90
To	0100.0540.004234	Training Supplies	\$1881.57

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kenny Schnell

Final Approval Date: 07/18/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

07/15/2016 08:38 AM

07/18/2016 03:18 PM

Started On: 07/14/2016 04:11 PM

Commissioners Court - Special Session**8.****Meeting Date:** 07/28/2016

Line Item transfer for Adult Probation

Submitted For: Melissa Ramos**Submitted By:** Melissa Ramos, Adult Probation**Department:** Adult Probation**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Adult Probation.

Background

To purchase two heavy duty shredders at our Justice Center location and the RR Satellite office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0572-003005	Furniture	2000.00
To	0100-0572-003006	Equipment	2000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Melissa Ramos

Final Approval Date: 07/19/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

07/18/2016 08:41 AM

07/19/2016 12:36 PM

Started On: 07/15/2016 01:41 PM

Commissioners Court - Special Session**9.****Meeting Date:** 07/28/2016

WCEMS LIT for pharmaceuticals

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

Information**Agenda Item**

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

Background

This is a line item transfer request to provide additional funds for the remainder of FY'16 for projected pharmaceuticals supply needs in EMS system. Cyanokits were added to the scope of care after the submittal of budget which resulted in a shortage of funding for FY16.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0540.003200	Medical Supplies	\$5000.00
To	0100.0540.003307	Pharmaceuticals	\$5000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kenny Schnell

Final Approval Date: 07/19/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

07/19/2016 03:46 PM

07/19/2016 07:57 PM

Started On: 07/19/2016 03:21 PM

Commissioners Court - Special Session**10.****Meeting Date:** 07/28/2016

Line Item transfer

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for the County Sheriff.

Background

This transfer is to provide funding for inmate toilet paper and inmate mattresses. The average daily jail population in October of 2015 was 624 inmates; for June of 2016 the average daily population was 714 inmates.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003318	Janitorial Supplies	\$1,500.00
From	0100.0570.003305	Clothing	\$500.00
From	0100.0570.003005	Radio Equipment	\$4,000.00
From	0100.0570.004992	CSR Program	\$435.00
From	0100.0570.005107	Medical Equipment >\$5000	\$263.00
To	0100.0570.003009	Linens and Toiletries	\$6,698.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Peggy Braun

Final Approval Date: 07/21/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

07/20/2016 12:18 PM

07/21/2016 12:01 PM

Started On: 07/20/2016 09:17 AM

Commissioners Court - Special Session**11.****Meeting Date:** 07/28/2016

Line Item Transfer

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for the Office of Emergency Management.

Background

Williamson County OEM is requesting the reallocation of funds for the purchase of an UTV, off-road vehicle, for the use during All-Hazards Incidents, training and exercises, and special events. FY16 has reinforced the need for such a vehicle due the increased responses requiring the movement of personnel and equipment into and out of the scenes not readily accessible by full size vehicles. This will increase response capabilities and limit the wear and tear on standard response vehicles.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0541.004100	Professional Services	5500
To	0100.0541.005700	Vehicles >5000	5500
From	0100.0541.005000	Capital Outlay	4500
To	0100.0541.005700	Vehicles >5000	4500
From	0100.0541.004505	Software Maintenance	3850
To	0100.0541.005700	Vehicles >5000	3850
From	0100.0541.004414	Vehicle Insurance	2000
To	0100.0541.005700	Vehicles >5000	2000
From	0100.0541.004211	Telephone Services	750
To	0100.0541.005700	Vehicles >5000	750
From	0100.0541.003011	Computer Software	400
To	0100.0541.005700	Vehicles >5000	400

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Jarred Thomas

Final Approval Date: 07/21/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

07/20/2016 12:18 PM

07/21/2016 12:01 PM

Started On: 07/20/2016 10:48 AM

Commissioners Court - Special Session**12.****Meeting Date:** 07/28/2016

Line Item Transfer

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for the Office of Emergency Management.

Background

Vehicle maintenance and repairs have exceeded the budgeted amount for FY16.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0541.004414	Vehicle Insurance	2500
To	0100.0541.004541	Vehicle Maintenance and Repair	2500

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Jarred Thomas

Final Approval Date: 07/21/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

07/20/2016 12:18 PM

07/21/2016 12:01 PM

Started On: 07/20/2016 11:13 AM

Commissioners Court - Special Session**13.****Meeting Date:** 07/28/2016

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

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 Technology Services.

Background

The warehouse is constantly moving furniture, and other large items from departments to auction, or auction to the recycle center. IT needs to purchase a utility trailer and we have leftover funds from our vehicle line item.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0503-005700	Vehicles > \$5,000	\$3,308.50
To	0100-0503-003001	Small Equip & Tools < \$5,000	\$3,308.50

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Tammy McCulley

Final Approval Date: 07/21/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

07/21/2016 11:52 AM

07/21/2016 12:01 PM

Started On: 07/21/2016 11:23 AM

Commissioners Court - Special Session**14.****Meeting Date:** 07/28/2016

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 (4) Desks, (2) Boxes of binders, (4) Phones, (1) Phone Headset, (1) Microwave, (2) Cork Boards, (3) Landscape pictures, (1) White board, (1) Misc. Office Supplies, (11) Chairs, (1) VHS/DVD Player, (18) Monitors, (1) Monitor stand, (16) Computers, (3) Boxes of Misc. Keyboards and Mice, (1) Stamp Machine (complete list attached) pursuant to Tx. Local Gov't code 263.152.

Background

Fiscal Impact

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

AttachmentsAsset Transfer

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 07/21/2016

Reviewed By

Wendy Coco

Date

07/21/2016 10:28 AM

Started On: 07/21/2016 10:17 AM

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	Light wood desks		N/A	Non-Working
1	Dark wood desk		N/A	Non-Working
1	Metal desk w/hutch		N/A	Non-Working
2	boxes of unusable binders		N/A	Non-Working
1	AT&T 8102M Telephone		N/A	Non-Working

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

L.C. Marshall

Pete Hughey

Print Name

Print Name

Signature

Date Phone Number

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

Print Name

Print Name

Signature

Date Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Magic Chef Microwave		N/A	Non-Working
2	24x36 Coark Boards		N/A	Working
3	18x24 Landscape wall pictures		N/A	Working
1	24x36 White Board		N/A	Non-Working
1	Box of various Office Supplies		N/A	Non-Working

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

L.C. Marshall

Pete Hughey

Print Name

Print Name

Signature

Date Phone Number

7-13-16 512.943.1313

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

Print Name

Print Name

Signature

Date Phone Number

JUL 15 2016

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Williamson County

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 ☐ 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)
3	Red Chairs	374M AB 62	N/A	Non-Working
1	Red HON Chair	377MGG	N/A	Non-Working
4	Red HON Office Desk Chairs	DFC2E	N/A	Non-Working
1	Black Office Desk Chair	GLB 31403BKJG07	N/A	Non-Working
1	Magnavox VHS/DVD Player w/remote		N/A	Non-Working

Parties involved:

FROM (Transferor Department): County Sheriff (560)

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

L.C. Marshall

Pete Hughey

Print Name

Print Name

Signature

Date Phone Number

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

**Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative:** (If being
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Contact Person: RECEIVED

Print Name

Print Name

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Date Phone Number

 JUL 15 2016
 AUDITOR'S OFFICE
 WILLIAMSON COUNTY, TEXAS

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 ☐ 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	Dell Monitor	CN-0G302H-74261-87J-44NU-A00	N/A	Non-Working
1	Dell Monitor	CN-0C2JMK-74445-05Q-DYOU	N/A	Non-Working
1	Del Monitor	CN-0DT0PH-74261-2AQ-1T7L	N/A	Non-Working
1	Del Monitor	CN-OPM372-72872-78K-2F8I	N/A	Non-Working
1	Monitor stand		N/A	Non-Working

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

L.C. Marshall

Pete Hughey

Print Name

Print Name

Signature

Date Phone Number

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Williamson County

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 ☐ DESTRUCTION due to Public Health / Safety
☐ TRADE-IN for new assets of similar type for the county
 ☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL OPTIPLEX 790	406TTV1		Working
1	DELL OPTIPLEX 740	G9PK4K1		Working
1	DELL OPTIPLEX 740	28TSKH1		Working
1	DELL OPTIPLEX 740	CBJW8F1		Working
1	DELL OPTIPLEX 740	4063KC1		Working

Parties involved:
FROM (Transferor Department): FLEET SERVICES / 882
Transferor - Elected Official/Department Head/Authorized Staff:
EDWARD POSPISIL

Print Name

Signature

Contact Person:
SAME

Print Name

+1 (512) 943-3343

Phone Number

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

Contact Person:

Print Name

Print Name

Signature

Date

Phone Number

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Williamson County

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 ☐ DESTRUCTION due to Public Health / Safety
☐ TRADE-IN for new assets of similar type for the county
 ☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL OPTIPLEX GX520	93XCY81		Working
1	DELL OPTIPLEX GX520	G3XCY81		Working
1	DELL OPTIPLEX GX280	G4PGG81		Working
1	DELL DIMENSION 4600	2KLWT31		Working
1	DELL DIMENSION 4100	D52KD01		Working

Parties involved:
FROM (Transferor Department): FLEET SERVICES / 882

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

EDWARD POSPISIL

Print Name

Signature

Contact Person:

SAME

Print Name

+1 (512) 943-3343

Phone Number

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

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

Contact Person:

RECEIVED

Print Name

Print Name

JUL - 7 2016

Signature

Date Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Williamson County

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
7	DELL 17 INCH MONITORS			Working
1	VIEWSONIC 23 INCH MONITOR			Working
1	BOX OF KEYBOARDS / MOUSE / CABLES			Working

Parties involved:
FROM (Transferor Department): FLEET SERVICES / 882
Transferor - Elected Official/Department Head/Authorized Staff:
EDWARD POSPISIL

Print Name

Signature

Contact Person:
SAME

Print Name

+1 (512) 943-3343

Phone Number

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

Contact Person:

Print Name

Print Name

Signature

Date

Phone Number

RECEIVED

JUL - 7 2016

 AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Williamson County

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 780	BCXTPN1	CO2940	
1	Dell Optiplex 790	4DJTXR1	CO3156	
1	Dell Optiplex 780	BCXWPN1	CO2938	
1	Dell OPTiplex 740	BDXC3L1	CO2558	
1	Dell Optiplex 780	BCWWPN1	CO2946	

Parties involved:**FROM** (Transferor Department): JP 4**Transferor - Elected Official/Department Head/Authorized Staff:**
 Jessica Schmidt
 Print Name

Signature

Contact Person:
 Jessica Schmidt
 Print Name

 +1 (512) 352-4159
 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.)

Print Name

Signature

Contact Person:

Print Name

Date

Phone Number

RECEIVED

JUL - 7 2016

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Williamson County

Asset Status Change Form

Print Form

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Monitor	CN-0FP816-74261-84I-4MYS		
1	Dell Monitor	MX-OD2M2-74262-18V-156U		
1	Dell Monitor	CN-OYVG53-72872-OPC-DH DU		
1	Dell Monitor	CN-OC730C-71623-197-1752		
1	Dell Monitor	CN-OU072N-64180-13A-OM9L		

Parties involved:**FROM** (Transferor Department): JP 4**Transferor - Elected Official/Department Head/Authorized Staff:**

Jessica Schmidt

Print Name

Signature

Contact Person:

Jessica Schmidt

Print Name

+1 (512) 352-4159

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.)

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

RECEIVED

JUL - 7 2016

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)☐ TRANSFER bet ween county departments☐ 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	Avaya 6424D+ Telephone	98SP40306243		
1	Plantronics Head Set	BG409467		Non-Working
1	HON Desk Chair	M2F9WD		Non-Working
1	HON Desk Chair	3QEYVA		Non-Working
1	Dell Optiplex 790	4DJSXR1		Non-Working

Parties involved:**FROM** (Transferor Department): JP 4**Transferor - Elected Official/Department Head/Authorized Staff:**

Jessica Schmidt

Print Name

Signature

Contact Person:

Jessica Schmidt

Print Name

+1 (512) 352-4159

Date Phone Number

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

Print Name

Print Name

Signature

Date Phone Number

RECEIVED

JUL - 7 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 _____

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Monitor	CN-OPF816-74261-84H-1VGS		
1	RapidPrint AR-E Time Stamp Machine	529090		Non-Working
1	Avaya 6408D+ Telephone	01FTG0028822		Non-Working
1	Avaya 6408D+ Telephone	98A762303484		Non-Working
2	Boxes of Miscellaneous - Old Keyboards, Mouse, cords, etc.			Non-Working

Parties involved:**FROM** (Transferor Department): JP 4**Transferor - Elected Official/Department Head/Authorized Staff:**

Jessica Schmidt

Print Name



Signature

Contact Person:

Jessica Schmidt

Print Name

+1 (512) 352-4159

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:**

RECEIVED

Print Name

Print Name

JUL - 7 2016

Signature

Date Phone Number

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 - Special Session**15.****Meeting Date:** 07/28/2016

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 inter-departmental transfer of (1) 2-drawer metal cabinet, (List attached) pursuant to Tx. Local Gov't Code 263.152.

Background

Fiscal Impact

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

AttachmentsAsset Transfer

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 07/21/2016

Reviewed By

Wendy Coco

Date

07/21/2016 11:28 AM

Started On: 07/21/2016 10:27 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	2-drawer metal cabinet			<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/
Authorized Staff:

Tony Hill
Print Name

[Signature]
Signature

Contact Person:

Tony Hill
Print Name

943-3314
Date Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): SO - Dept- 560

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

L.C. MARSHALL
Print Name

[Signature]
Signature

Contact Person:

Pete Parks
Print Name

7-13-16
Date Phone Number

RECEIVED

* 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 - Special Session**16.****Meeting Date:** 07/28/2016

Constable

Submitted For: Robert Chody**Submitted By:** Roy Fikac, Constable Pct. #1**Department:** Constable Pct. #1**Agenda Category:** Consent

Information**Agenda Item**

To discuss and consider confirming the appointment of Ryan Patrick Lloyd as Deputy Constable Reserve for Precinct 1

Background

Fiscal Impact

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

Attachments

[Ryan P. Lloyd Bio](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Roy Fikac

Final Approval Date: 07/05/2016

Reviewed By

Wendy Coco

Date

07/05/2016 10:21 AM

Started On: 07/05/2016 09:01 AM

Williamson County
Precinct One
Office (512) 244-8650
Fax (512) 244-8662



1801 E. Old Settlers Blvd.,
Ste. 105
Round Rock, TX 78664



**ROBERT CHODY
CONSTABLE**

July 26th, 2016

To: Commissioners Court

Honorable Commissioners and County Judge, We request the court to confirm the appointment of Ryan Patrick Lloyd as a Reserve Deputy Constable for Precinct One.

Mr. Lloyd has served honorably for the past 17 + years with the Williamson County Sheriff's Office as a Reserve Deputy Sheriff. Mr. Lloyd's is a Fire Fighter in his full time employment with the City of Westlake Fire Department in Travis County. Mr. Lloyd values his family and is known for his high motivation and dedication to volunteer services throughout Williamson County Sheriff's Office. I believe that Mr. Lloyd will continue to shine the dedicated, determined and dependable values that I require of my deputies here in Precinct One and he will be a valuable reserve employee of Williamson County.

Here are a few points/certifications:

- ☒ Master Police Officer
- ☒ Master Fire Fighter – Texas Commission on Fire Protection
- ☒ Arson Investigator
- ☒ EMT – Intermediate – National Registry

Thank you.

Robert Chody, Constable

A handwritten signature in blue ink, appearing to read "R. Chody", written over the printed name.

Commissioners Court - Special Session**17.****Meeting Date:** 07/28/2016

Treasurer's Report June 2016

Submitted For: Jerri Jones**Submitted By:** Jerri Jones, County Treasurer**Department:** County Treasurer**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take any appropriate action regarding approval or ratification of the Treasurer's Report on Williamson County Finances for June 2016 pursuant to Tex. Loc. Gov't Code

Background

Fiscal Impact

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

AttachmentsTreasurer Report June 2016

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jerri Jones

Final Approval Date: 07/19/2016

Reviewed By

Wendy Coco

Date

07/19/2016 03:46 PM

Started On: 07/19/2016 11:15 AM

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES
IN THE HANDS OF JERRI L. JONES
TREASURER OF WILLIAMSON COUNTY, TEXAS

COMMISSIONERS' COURT
WILLIAMSON COUNTY, TEXAS
IN REGULAR SESSION
JULY TERM 2016

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the _____ day of _____, 2016, at the Regular term of Court, we compared and examined the monthly report of JERRI L. JONES, Treasurer of Williamson County, Texas, for **JUNE 2016**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$506,127,944.69.

Dan A. Gattis, County Judge

Lisa Birkman, Commissioner Pct. 1

Cynthia Long, Commissioner Pct. 2

Valerie Covey, Commissioner Pct .3

Ron Morrison, Commissioner Pct .4

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the _____ day _____, A.D., 2016.

Attest: Nancy E. Rister, County Clerk
Clerk of the Commissioners Court in and for
Williamson County, Texas

By: Deputy

AGENDA DATE _____ AGENDA NUMBER _____

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements - Summary
Current Period: JUN-16

Date: 19-JUL-16 11:07:19
Page: 1

Currency: USD
Entity=01 (Williamson County)

	Beginning Balance	Receipts	Disbursements	Ending Balance
General Operating				
Cash	7,794,357.68	74,268,862.69	77,873,680.93	4,189,539.44
Investments - TexPool	98,462,612.31	26,344,747.15	31,590,722.27	93,216,637.19
Investments	322,375,626.58	32,852,924.10	32,138,287.96	323,090,262.72
Investments - TexStar	18,193,848.42	4,333.10	12,266,816.40	5,931,365.12
Investments - Logic	49,935,723.29	30,035,946.70	3,292,448.34	76,679,221.65
Total General Operating	496,762,168.28	163,506,813.74	157,161,955.90	503,107,026.12
Payroll Fund				
Cash	1,445,609.21	11,352,441.11	11,358,960.44	1,439,089.88
Total Payroll Fund	1,445,609.21	11,352,441.11	11,358,960.44	1,439,089.88
SO Commissary Fund				
Cash	1,075,914.67			1,075,914.67
Investments - Texpool	505,914.02			505,914.02
Total SO Commissary Fund	1,581,828.69			1,581,828.69
Grand Total	499,789,606.18	174,859,254.85	168,520,916.34	506,127,944.69
	=====	=====	=====	=====

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: JUN-16

Date: 19-JUL-16 11:07:20
Page: 1

Currency: USD
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000 0100 GENERAL FUND	1,313,913.37	40,286,215.38	40,859,316.09	740,812.66
101000 0200 ROAD & BRIDGE GENERAL FUND	(1,597,748.69)	1,457,754.60	2,086,532.08	(2,226,526.17)
101000 0205 RD & BRIDGE SPECIAL PROJECTS	(13,875.68)	500.00	250.00	(13,625.68)
101000 0250 PASS THRU FUNDING PROGRAM	20,635.81	12,301,816.40	12,267,158.39	55,293.82
101000 0310 WM-FUTURE ENVIRONMENTAL LIAB	246,193.59			246,193.59
101000 0311 WM-MASTER SITE DEVELOPMENT	540,393.83			540,393.83
101000 0312 WM-COMMUNITY REC FACILITY	416,153.19			416,153.19
101000 0313 WM-CITY OF HUTTO & HUTTO ISD	388,227.53			388,227.53
101000 0340 TOBACCO FUND	69,904.36	11,256.00	11,238.00	69,922.36
101000 0350 LAW LIBRARY FUND	27,252.07	33,441.82	28,330.66	32,363.23
101000 0353 JP #3 TEEN COURT PROGRAM	681.01	20.00	410.00	291.01
101000 0355 COURT REPORTER SERVICE FUND	63,426.06	16,040.62	18,696.11	60,770.57
101000 0360 COURTHOUSE SECURITY FUND	52,299.48	40,117.24	35,083.33	57,333.39
101000 0361 JP SECURITY FUND	123,701.23	2,967.14	2,249.00	124,419.37
101000 0365 CHILD SAFETY FUND	55,509.44	139,855.27	70,068.14	125,296.57
101000 0366 CHILD ABUSE PREVENTION FUND	113.07			113.07
101000 0367 JP #3 TRUANCY PROGRAM FD	98,698.75	9,415.24	6,593.34	101,520.65
101000 0368 JP #2 TRUANCY PROGRAM FD	65,049.39	2,677.70	1,403.84	66,323.25
101000 0369 JP #4 TRUANCY PROGRAM FD	73,267.65	3,655.76	1,827.88	75,095.53
101000 0370 ALTERNATE DISPUTE RESOLUTION FUND	67,228.13	3,208.12	1,604.06	68,832.19
101000 0371 JUV DELIQ PREV FD-GRAFFITI	8,153.01	5.56	2.78	8,155.79
101000 0372 JUSTICE COURT TECHNOLOGY FUND	3,874.42	11,928.12	9,069.90	6,732.64
101000 0373 JP #1 TRUANCY PROGRAM FD	22,852.63	1,313.88	689.94	23,476.57
101000 0374 CTY & DIST CT TECHNOLOGY FUND	69,189.85	1,717.62	858.81	70,048.66
101000 0375 ELECTION SRVS CONTRACT FD	100,231.16	3,629.86	29,545.66	74,315.36
101000 0376 ELECTION DISCRETIONARY FD	245,844.00			245,844.00
101000 0377 ELECTION CHAPTER 19 FUND	(9,295.28)	18,802.64	11,157.36	(1,650.00)
101000 0378 ELECTION HAVA - TITLE II	452,551.65			452,551.65
101000 0380 PROBATE COURT FUND	48,095.20	932.82	466.41	48,561.61
101000 0381 GUARDIANSHIP FUND	118,490.58	3,800.00	1,900.00	120,390.58
101000 0382 SPECIALITY COURTS FUND	135,601.74	1,398.36	2,275.74	134,724.36
101000 0384 RCDS ARCHIVE FUND - CO CLERK	101,784.62	114,420.00	78,214.13	137,990.49
101000 0385 RCDS MGMT/PRSRV FD-CO CLRK	(29,197.25)	238,622.44	181,304.50	28,120.69
101000 0386 RCDS MGMT/PRSRV FD-DIST CLRK	198,331.62	4,466.88	18,412.92	184,385.58
101000 0387 RCDS TECHNOLOGY FUND-DIST CLK	239,748.39	8,538.86	4,269.43	244,017.82
101000 0388 COURT RCDS PRESERVATION FUND	443,077.44	11,880.34	5,940.17	449,017.61
101000 0390 RCDS MGMT/PRSRV FD-CO WIDE	76,279.72	16,878.14	8,923.07	84,234.79
101000 0399 STATE AGENCY FUND	500,268.66	524,257.88	262,596.24	761,930.30
101000 0406 CO ATTY HOT CHECK FUND	28,621.46		25,000.00	3,621.46
101000 0407 D/A WELFARE FRAUD FUND	1,338.50			1,338.50
101000 0408 D/A ASSET FORFEITURES	122,336.64		2,552.10	119,784.54
101000 0410 CO SHRF ASSET FORFEITURES	440,881.10	45,420.56	23,610.24	462,691.42
101000 0490 EMPLOYEE FUND	60,193.37	1,000.34	616.17	60,577.54
101000 0503 OUT OF ST/ICE INMATE BILL FD	1,488,226.51	3,158,867.20	4,647,093.71	
101000 0507 WC RADIO COMMUNICATION SYSTEM	163,917.27	11,373.50	29,007.48	146,283.29
101000 0508 WMSN CO CONSERVATION FUND	291,670.11	6,006.72	35,636.01	262,040.82
101000 0512 AVAILABLE SCHOOL FUND	39.26			39.26
101000 0515 APPELLATE JUDICIAL SYS FD	3,046.68	5,496.88	5,795.12	2,748.44

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: JUN-16

Date: 19-JUL-16 11:07:20
Page: 2

Currency: USD
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000 0545 REGIONAL ANIMAL SHELTER	(52,855.32)	49,422.54	126,201.92	(129,634.70)
101000 0546 REG ANIMAL SHELTER DONATION FUND	324,618.94	30,027.20	20,201.94	334,444.20
101000 0571 JJAEP TIER II FUNDING	329,066.92	29,068.00	19,022.53	339,112.39
101000 0600 DEBT SERVICE-COUNTY WIDE	245,620.37	608,104.57	314,956.57	538,768.37
101000 0636 WC HISTORICAL COMMISSION PROGRAM FUND	9,847.47	200.00	1,100.00	8,947.47
101000 0777 CAPITAL PROJECTS FUND	166,340.91	11,885,214.30	12,499,592.28	(448,037.07)
101000 0852 AVERY RANCH FUND	(1,231.51)	9,748.75	7,455.16	1,062.08
101000 0875 SO COMMISSARY FUND	1,075,914.67			1,075,914.67
101000 0880 PAYROLL FUND	1,445,609.21	11,352,441.11	11,358,960.44	1,439,089.88
101000 0882 FLEET MAINTENANCE	789,343.28	266,612.17	286,500.38	769,455.07
101000 0885 WSMN CO BENEFITS FUND	(258,936.11)	1,759,195.06	2,016,358.69	(516,099.74)
101000 0999 INDIRECT PROJECTS/GRANTS FD	(1,094,633.92)	1,131,570.21	1,806,592.65	(1,769,656.36)
Total Cash	10,315,881.56	85,621,303.80	89,232,641.37	6,704,543.99
151000 0100 GENERAL FUND	39,388.67	5,500,117.34	5,500,000.00	39,506.01
151000 0200 ROAD & BRIDGE GENERAL FUND	24,564.67	7.35		24,572.02
151000 0250 PASS THRU FUNDING PROGRAM		12,266,816.40	12,266,816.40	
151000 0340 TOBACCO FUND	8,445.40	2.47		8,447.87
151000 0350 LAW LIBRARY FUND	301,905.57	90.18		301,995.75
151000 0355 COURT REPORTER SERVICE FUND	1,089,718.63	325.34		1,090,043.97
151000 0360 COURTHOUSE SECURITY FUND	128,013.60	38.22		128,051.82
151000 0365 CHILD SAFETY FUND	365,965.56	193.30	105.59	366,053.27
151000 0370 ALTERNATE DISPUTE RESOLUTION FUND	220,644.85	65.85		220,710.70
151000 0372 JUSTICE COURT TECHNOLOGY FUND	463,284.54	138.33		463,422.87
151000 0384 RCDS ARCHIVE FUND - CO CLERK	1,911,487.22	570.70		1,912,057.92
151000 0385 RCDS MGMT/PRSRV FD-CO CLRK	1,882,141.60	561.97		1,882,703.57
151000 0390 RCDS MGMT/PRSRV FD-CO WIDE	425,258.03	127.01		425,385.04
151000 0408 D/A ASSET FORFEITURES	123,192.37	36.75		123,229.12
151000 0410 CO SHRF ASSET FORFEITURES	355,461.06	106.12		355,567.18
151000 0508 WSMN CO CONSERVATION FUND	1,238,663.20	369.86		1,239,033.06
151000 0600 DEBT SERVICE-COUNTY WIDE	515,677.22	153.96		515,831.18
151000 0875 SO COMMISSARY FUND	505,914.02			505,914.02
151000 0999 INDIRECT PROJECTS/GRANTS FD	1,576,376.98	465.71	32,444.24	1,544,398.45
151100 0100 GENERAL FUND	31,689,634.01	8,535,852.65	13,500,000.00	26,725,486.66
151100 0200 ROAD & BRIDGE GENERAL FUND	13,308,724.45	6,071.01		13,314,795.46
151100 0310 WM-FUTURE ENVIRONMENTAL LIAB	968,242.15	441.66		968,683.81
151100 0340 TOBACCO FUND	1,740,110.90	793.78		1,740,904.68
151100 0600 DEBT SERVICE-COUNTY WIDE	20,964,438.83	9,563.26		20,974,002.09
151100 0852 AVERY RANCH FUND		6,705.33		6,705.33
151100 0885 WSMN CO BENEFITS FUND	3,611,374.90	1,647.35		3,613,022.25
151160 0777 CAPITAL PROJECTS FUND	249,560.96	113.85		249,674.81
151161 0777 CAPITAL PROJECTS FUND	398,131.36	181.60		398,312.96
151162 0777 CAPITAL PROJECTS FUND	12,332,917.69	5,592.59	237,426.72	12,101,083.56
151163 0777 CAPITAL PROJECTS FUND	915,662.99	417.67		916,080.66
151762 0777 CAPITAL PROJECTS FUND	82,361.34	24.58		82,385.92
151902 0852 AVERY RANCH FUND	1,531,263.56	7,154.96	53,929.32	1,484,489.20

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: JUN-16

Date: 19-JUL-16 11:07:20

Page: 3

Currency: USD
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
-----	-----	-----	-----	-----
Total TexPool/TexPool Prime	98,968,526.33	26,344,747.15	31,590,722.27	93,722,551.21
152000 0100 GENERAL FUND	91,985,999.49	12,541,502.04	14,078,162.69	90,449,338.84
152000 0200 ROAD & BRIDGE GENERAL FUND	13,962,036.13	16,362.40	8,181.20	13,970,217.33
152000 0250 PASS THRU FUNDING PROGRAM	11,801,463.20	12,267,572.89	29,711.61	24,039,324.48
152000 0340 TOBACCO FUND	1,995,091.66	3,166.68	1,583.34	1,996,675.00
152180 0777 CAPITAL PROJECTS FUND	154,698,550.79	7,983,021.89	18,000,000.02	144,681,572.66
152182 0777 CAPITAL PROJECTS FUND	47,932,485.31	41,298.20	20,649.10	47,953,134.41
-----	-----	-----	-----	-----
Total Investments	322,375,626.58	32,852,924.10	32,138,287.96	323,090,262.72
154000 0250 PASS THRU FUNDING PROGRAM	18,193,848.42	4,333.10	12,266,816.40	5,931,365.12
-----	-----	-----	-----	-----
Total TexStar	18,193,848.42	4,333.10	12,266,816.40	5,931,365.12
153780 0777 CAPITAL PROJECTS FUND	22,187,060.20	10,010,259.76	2,406,918.95	29,790,401.01
153781 0777 CAPITAL PROJECTS FUND	15,215,554.13	20,019,877.19	885,529.39	34,349,901.93
153782 0777 CAPITAL PROJECTS FUND	12,533,108.96	5,809.75		12,538,918.71
-----	-----	-----	-----	-----
Total Logic	49,935,723.29	30,035,946.70	3,292,448.34	76,679,221.65
Grand Total	499,789,606.18	174,859,254.85	168,520,916.34	506,127,944.69
=====	=====	=====	=====	=====

Commissioners Court - Special Session**18.****Meeting Date:** 07/28/2016

Justice of the Peace 4 JUNE 2016 Monthly Report

Submitted By: Veronica Bolander, J.P. Pct. #4**Department:** J.P. Pct. #4**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, June 2016 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsJP4 EOM JUNE 2016

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 07/15/2016

Reviewed By

Wendy Coco

Date

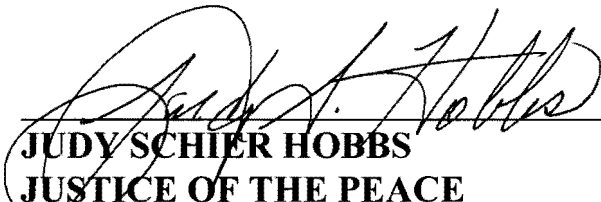
07/15/2016 08:38 AM

Started On: 07/14/2016 11:34 AM

**IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE**

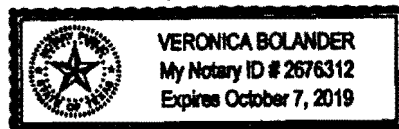
**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

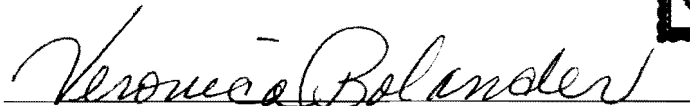
Before me, the undersigned authority, on this day personally appeared Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of June, 2016.


**JUDY SCHIER HOBBS
JUSTICE OF THE PEACE
PRECINCT FOUR**



11th day of July, 2016 to certify which witness my hand and seal of office.




NOTARY PUBLIC in and for the State of Texas

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 06/01/2016-06/30/2016

Date Printed: 7/11/2016
Time Printed: 1:53:48PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	2	20.00	20.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
EVICTON	EVICTON FILING FEE	49	1,225.00	1,225.00	200.00	750.00	0.00	0.00	275.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	75	438.00	438.00	48.00	318.00	0.00	0.00	72.00	0.00	0.00	0.00	0399-0000-208822
SERVE 4	CONSTABLE PRECINCT 4 SEF	70	4,760.00	4,760.00	700.00	2,940.00	0.00	0.00	1,120.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	7	35.00	35.00	20.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	7	1,050.00	1,050.00	600.00	450.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341904

*** The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column***

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AUTOPSY	COPIES OF AUTOPSIES	5	25.00	25.00	15.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	23	575.00	575.00	0.00	575.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
DTO	DUE TO OTHERS	1	250.00	250.00	0.00	250.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
EF	E-FILING STATE FEE	75	730.00	730.00	80.00	530.00	0.00	0.00	120.00	0.00	0.00	0.00	01-0399-0000-20802
JURY FEE	JURY TRIAL FEE	1	22.00	22.00	0.00	22.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
OCC LICENSE	OCCUPATIONAL LICENSI	1	25.00	25.00	0.00	0.00	0.00	0.00	25.00	0.00	0.00	0.00	0100.0000.341804
TCF	TRUANT CONDUCT FEE	5	150.00	150.00	50.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	01-0369-0000-34191
TRUANCY C	TRUANCY CONTEMPT FI	4	200.00	200.00	0.00	0.00	0.00	0.00	200.00	0.00	0.00	0.00	0100-0000-351304

TOTALS SUMMARY	327	9,505.00	9,505.00	1,713.00	5,880.00	0.00	0.00	1,912.00	\$0.00	0.00	0.00	0.00	
Direct Deposit	\$0.00							HB2398		\$0.00			
Cash	\$1,713.00							CSR Credit		\$0.00			
Checks	\$5,880.00							Jail Credit		\$0.00			Post for Refund \$0.00
Money Orders	\$0.00							Non-Monetary		\$0.00			Over Payments \$0.00
Credit Cards :	\$1,912.00			Escrow Payments	\$0.00	Transaction Fee	\$0.00						
TOTAL CURRENCY	\$9,505.00			ESCROW PAID	\$0.00	TRAN. FEES	\$0.00	TOTAL		\$0.00		TOTAL PAID	\$0.00

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 06/01/2016-06/30/2016

Date Printed: 7/11/2016
Time Printed: 1:53:48PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-341804		1,052.00	275.00	0.00	0.00	0.00	1,327.00
0100-0000-341904		4,690.00	1,120.00	0.00	0.00	0.00	5,810.00
0100-0000-351304		0.00	200.00	0.00	0.00	0.00	200.00
0100.0000.341804		575.00	25.00	0.00	0.00	0.00	600.00
0399-0000-208822		366.00	72.00	0.00	0.00	0.00	438.00
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	610.00	120.00	0.00	0.00	0.00	730.00
01-0100-0000-207009	DUE TO OTHERS	250.00	0.00	0.00	0.00	0.00	250.00
01-0369-0000-341917	TRUANT CONDUCT FEE	50.00	100.00	0.00	0.00	0.00	150.00
TOTALS :		7,593.00	1,912.00	0.00	0.00	0.00	9,505.00

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 06/01/2016-06/30/2016

Date Printed: 7/6/2016
Time Printed: 11:16:58AM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFCF	COUNTY ARREST FEE	129	569.44	549.44	144.53	0.00	89.70	0.00	315.21	20.00	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	109	477.49	465.69	64.80	0.00	118.05	0.00	282.84	11.80	0.00	0.00	0399-0000-208400
AFPPA	PARKS & WILDLIFE ARREST	12	60.00	60.00	30.00	0.00	5.00	0.00	25.00	0.00	0.00	0.00	0399-0000-208400
CAF	COUNTY ARREST FEE	3	15.00	15.00	5.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341804
CS	CHILD SAFETY	4	80.00	80.00	0.00	0.00	0.00	0.00	80.00	0.00	0.00	0.00	0100-0000-341804
CVC	CRIME VICTIMS FUND	1	0.28	0.28	0.00	0.00	0.00	0.00	0.28	0.00	0.00	0.00	0399-0000-208300
DIS	DISMISSAL FEE	12	120.00	120.00	50.00	0.00	30.00	0.00	40.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	70	3,543.94	3,525.82	1,306.62	0.00	305.25	0.00	1,913.95	18.12	0.00	0.00	010100.0000.20701
DSC	DEFENSIVE DRIVING	47	465.30	465.30	29.70	0.00	297.00	0.00	138.60	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	531	51,164.27	45,592.27	9,449.64	0.00	6,247.90	0.00	29,894.73	4,575.00	997.00	0.00	0100-0000-351304
JCPT	JUDICIAL COURT PERSONNE	1	0.04	0.04	0.00	0.00	0.00	0.00	0.04	0.00	0.00	0.00	0399-0000-208500
PWF	PARKS AND WILDLIFE FINE	11	1,955.00	1,955.00	1,020.00	0.00	85.00	0.00	850.00	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	177	459.91	452.83	69.72	0.00	114.33	0.00	268.78	7.08	0.00	0.00	0100-0000-341804

*** The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column***

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC4.	CONSTABLE ARREST FEE	9	25.31	25.31	5.31	0.00	5.00	0.00	15.00	0.00	0.00	0.00	0100-0000-341914
BOND	CASH BOND	4	850.00	850.00	0.00	850.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
C1W.	CONSTABLE 1 WARRANT	1	50.00	50.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341911
C4W	CONSTABLE 4 WARRANT	1	0.93	0.93	0.00	0.00	0.00	0.00	0.93	0.00	0.00	0.00	0100-0000-341914
C4W.	CONSTABLE 4 WARRANT	48	1,470.54	1,370.54	245.70	0.00	145.06	0.00	979.78	100.00	0.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT C	403	13,442.79	13,068.39	2,625.26	0.00	1,949.09	0.00	8,494.04	374.40	0.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	403	1,008.24	980.16	196.91	0.00	146.18	0.00	637.07	28.08	0.00	0.00	0360-0000-341150
CHS2	COURTHOUSE SECURITY	1	0.80	0.80	0.00	0.00	0.00	0.00	0.80	0.00	0.00	0.00	0361-0000-341154
CHS2A	COURTHOUSE SECURITY	401	335.26	325.90	65.63	0.00	48.73	0.00	211.54	9.36	0.00	0.00	0361-0000-341154
COM	COMMITMENT	59	128.14	71.34	33.72	0.00	13.22	0.00	24.40	56.80	0.00	0.00	0100-0000-341804
CWF	WILLIAMSON COUNTY W	19	408.43	308.43	193.80	0.00	73.50	0.00	41.13	100.00	0.00	0.00	0100-0000-341804
FA	FUGITIVE APPREHENSIOI	1	0.09	0.09	0.00	0.00	0.00	0.00	0.09	0.00	0.00	0.00	0399-0000-208170
GWF	GRANGER POLICE DEPAF	1	50.00	50.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
HWF	HUTTO POLICE DEPARTM	8	146.22	46.22	46.22	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	401	670.50	651.78	131.27	0.00	97.45	0.00	423.06	18.72	0.00	0.00	0399-0000-208703
JCM	JUVENILE CASE MANAGI	383	1,624.36	1,579.36	308.80	0.00	238.08	0.00	1,032.48	45.00	0.00	0.00	0103690000370000
JCTF	JUSTICE COURT TECHNO	402	1,344.23	1,306.79	262.55	0.00	194.90	0.00	849.34	37.44	0.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	402	1,344.23	1,306.79	262.55	0.00	194.90	0.00	849.34	37.44	0.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	402	2,014.74	1,958.58	393.82	0.00	292.35	0.00	1,272.41	56.16	0.00	0.00	0399-0000-208352
JURY	JURY FEE	2	236.00	6.00	0.00	0.00	0.00	0.00	6.00	230.00	0.00	0.00	0100-0000-341804
LHWF	LIBERTY HILL POLICE DE	4	76.72	58.72	0.00	0.00	58.72	0.00	0.00	18.00	0.00	0.00	0100-0000-341804
LPDWF	LEANDER POLICE DEPAR	2	30.00	30.00	0.00	0.00	0.00	0.00	30.00	0.00	0.00	0.00	0100-0000-341804
MISC REV	MISCELLANIOUS REVENI	4	2.90	2.90	0.00	0.00	2.90	0.00	0.00	0.00	0.00	0.00	0100-0000-370500
MV	STATE CIVIL JUSTICE DA	176	15.85	15.65	2.73	0.00	3.90	0.00	9.02	0.20	0.00	0.00	0399-0000-208415
OGW	OVER GROSS WEIGHT	10	3,222.00	3,222.00	0.00	0.00	722.00	0.00	2,500.00	0.00	0.00	0.00	0399-0000-208850
REL	RELEASE	59	128.14	71.34	33.72	0.00	13.22	0.00	24.40	56.80	0.00	0.00	0100-0000-341804
RRWF	ROUND ROCK POLICE DE	3	127.50	27.50	0.00	0.00	0.00	0.00	27.50	100.00	0.00	0.00	0100-0000-341804
SPF	SPECIAL PROCESSING FE	14	3,261.41	3,261.41	150.00	0.00	111.41	0.00	3,000.00	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	177	4,599.00	4,528.20	697.14	0.00	1,143.30	0.00	2,687.76	70.80	0.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	6	25.20	20.20	10.00	0.00	10.00	0.00	0.20	5.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	65	287.05	287.05	59.35	0.00	0.00	0.00	227.70	0.00	0.00	0.00	0100-0000-341914
THWF	THRALL POLICE DEPART	6	64.88	14.88	0.00	0.00	0.00	0.00	14.88	50.00	0.00	0.00	0100-0000-341804
TP	TIME PAYMENT	93	1,507.40	1,282.40	299.66	0.00	109.39	0.00	873.35	200.00	25.00	0.00	0399-0000-208860
TPDF	TRUANCY PREVENTION .	268	477.20	463.20	96.10	0.00	86.88	0.00	280.22	14.00	0.00	0.00	01-0399-0000-20803
TWF	TAYLOR POLICE DEPART	16	241.00	141.00	91.00	0.00	0.00	0.00	50.00	100.00	0.00	0.00	0100-0000-341804
TWFIN	TOLLWAY ADMINISTRAT	108	9,066.91	9,066.91	1,363.69	0.00	326.05	0.00	7,377.17	0.00	0.00	0.00	0100-0000-207027

TOTALS SUMMARY		5469	107,194.64	99,732.44	19,794.94	850.00	13,278.46	0.00	65,809.04	\$6,440.20	1,022.00	0.00
Direct Deposit	\$0.00								HB2398	\$0.00		
Cash	\$19,794.94								CSR Credit	\$1,022.00		
Checks	\$850.00								Jail Credit	\$6,440.20	Post for Refund	\$0.00
Money Orders	\$13,278.46								Non-Monetary	\$0.00	Over Payments	\$0.00
Credit Cards :	\$65,809.04	Escrow Payments	\$0.00	Transaction Fee	\$0.00							
TOTAL CURRENCY	\$99,732.44	ESCROW PAID	\$0.00	TRAN. FEES	\$0.00	TOTAL	\$7,462.20	TOTAL PAID	\$0.00			

211 W. 6th St.
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Williamson County Justice of the Peace, Pct. 4
By Date 06/01/2016-06/30/2016

Date Printed: 7/6/2016
Time Printed: 11:16:58AM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
01-0100-0000-207008		850.00	0.00	0.00	0.00	0.00	850.00
0100-0000-209600		1,105.00	850.00	0.00	0.00	0.00	1,955.00
0100-0000-341804		1,698.51	4,070.90	838.68	0.00	0.00	6,608.09
0100-0000-341911		0.00	50.00	0.00	0.00	0.00	50.00
0100-0000-341914		480.42	1,223.61	105.00	0.00	0.00	1,809.03
0100-0000-351304		15,697.54	29,894.73	5,572.00	0.00	0.00	51,164.27
0100-0000-370500		2.90	0.00	0.00	0.00	0.00	2.90
0360-0000-341150		343.09	637.07	28.08	0.00	0.00	1,008.24
0361-0000-341154		114.36	212.34	9.36	0.00	0.00	336.06
0372-0000-341144		457.45	849.34	37.44	0.00	0.00	1,344.23
0399-0000-208160		4,574.35	8,494.04	374.40	0.00	0.00	13,442.79
0399-0000-208170		0.00	0.09	0.00	0.00	0.00	0.09
0399-0000-208235		457.45	849.34	37.44	0.00	0.00	1,344.23
0399-0000-208300		0.00	0.28	0.00	0.00	0.00	0.28
0399-0000-208352		686.17	1,272.41	56.16	0.00	0.00	2,014.74
0399-0000-208400		217.85	307.84	11.80	0.00	0.00	537.49
0399-0000-208425		1,840.44	2,687.76	70.80	0.00	0.00	4,599.00
0399-0000-208500		0.00	0.04	0.00	0.00	0.00	0.04
0399-0000-208850		722.00	2,500.00	0.00	0.00	0.00	3,222.00
0399-0000-208860		409.05	873.35	225.00	0.00	0.00	1,507.40
0399-0000-208703		228.72	423.06	18.72	0.00	0.00	670.50
0399-0000-208415		6.63	9.02	0.20	0.00	0.00	15.85
0100-0000-207027		1,689.74	7,377.17	0.00	0.00	0.00	9,066.91
01.0100.0000.207017	DLQ FEE	1,611.87	1,913.95	18.12	0.00	0.00	3,543.94
0103690000370000	JUVENILE CASE MANAGER FUND	546.88	1,032.48	45.00	0.00	0.00	1,624.36
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	182.98	280.22	14.00	0.00	0.00	477.20
TOTALS :		33,923.40	65,809.04	7,462.20	0.00	0.00	107,194.64

Commissioners Court - Special Session**19.****Meeting Date:** 07/28/2016

Recognize completion of required continuing education hours for the Tax Assessor Collector

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

Information**Agenda Item**

Discuss, consider, and take appropriate action to recognize completion of the required continuing education hours for the Williamson County Tax Assessor Collector.

Background

Receipt of certificate regarding completion of continuing education hours as required by the Texas Property Tax Code for Deborah M. Hunt, Williamson County Tax Assessor Collector.

Fiscal Impact

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

AttachmentsCE Hours

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 07/13/2016

Reviewed By

Rebecca Clemons

Date

07/13/2016 03:39 PM

Started On: 07/08/2016 12:25 PM



TAX ASSESSOR-COLLECTOR CONTINUING EDUCATION TRANSCRIPT

Reporting Period: 01/01/2016 - 12/31/2016

Hon. Deborah M. Hunt
Tax Assessor Collector
Williamson County
904 S Main St
Georgetown, TX 78626-5829

ID: 25172
Phone: (512) 943-1954
Fax: (512) 943-3578
Enrollment Date: 01/01/2016

<u>Date</u>	<u>Course</u>	<u>Units</u>
01/01/2016	Excess hours carried from 2015	10.00
02/11/2016	Customer Service to Build the Public Trust	2.00
02/21/2016	TAAD Annual Conference - Dallas	13.75
03/24/2016	Bluebonnet Regional Meeting	4.00
06/12/2016	82nd Annual TACA Conference - Waco	16.00
06/16/2016	Advanced Leadership	0.00

Total Hours for year: 45.75

You have met your continuing education requirements for the
period 01/01/2016 - 12/31/2016.

You may carry forward 10.00 hours to the next reporting period.

SB546 of the 83rd Regular Legislative Session requires a County Tax Assessor-Collector to successfully complete 20 hours of continuing education annually. Up to 10 additional hours, over the required 20, will be carried forward into the next reporting period. This transcript/certificate is evidence of compliance with Texas Property Tax Code Section 6.231(d,) and must be filed for record with Commissioners Court.

07/08/2016

Please contact the Tax Assessor-Collectors Association Director of
Education by email @ roving@brazoria-county.com with any questions.

Commissioners Court - Special Session**20.****Meeting Date:** 07/28/2016

Property Tax Collections – June 2016

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approving property tax collections for the month of June 2016 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

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

Attachments060116-063016 GWI-RFM060116-063016 GWI-RFM Graph

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sandra Surratt

Final Approval Date: 07/15/2016

Reviewed By

Wendy Coco

Date

07/15/2016 08:38 AM

Started On: 07/14/2016 09:16 AM

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
June 30, 2016

Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2015	\$204,163,924.30	\$931,161.26	\$205,095,085.56	\$450,775.53	\$60,444.77	\$53.41	\$1,803,213.36	\$203,291,872.20	99.12%	99.33%	100.16%
2014 & Prior Rollbacks	\$2,213,448.47	(\$37,366.80)	\$2,176,081.67	\$18,234.25	\$7,571.06	\$993.16	\$1,441,140.91	\$734,940.76	33.77%	40.12%	
	\$467,800.60	\$841,206.92	\$1,309,007.52	\$41,856.18	\$0.00	\$0.00	\$492,344.69	\$816,662.83	62.39%	62.47%	
Total All	\$206,845,173.37	\$1,735,001.38	\$208,580,174.75	\$510,865.96	\$68,015.83	\$1,046.57	\$3,736,698.96	\$204,843,475.79	98.21%	98.48%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2015	\$18,321,214.20	\$90,606.72	\$18,411,820.92	\$41,070.94	\$5,431.90	\$4.95	\$157,992.04	\$18,253,828.88	99.14%	99.35%	100.13%
2014 & Prior Rollbacks	\$185,747.51	(\$2,216.90)	\$183,530.61	\$1,624.89	\$668.42	\$85.85	\$118,252.03	\$65,278.58	35.57%	42.16%	
	\$36,714.70	\$68,050.36	\$104,765.06	\$3,316.60	\$0.00	\$0.00	\$39,588.44	\$65,176.62	62.21%	62.28%	
Total All	\$18,543,676.41	\$156,440.18	\$18,700,116.59	\$46,012.43	\$6,100.32	\$90.80	\$315,832.51	\$18,384,284.08	98.31%	98.58%	

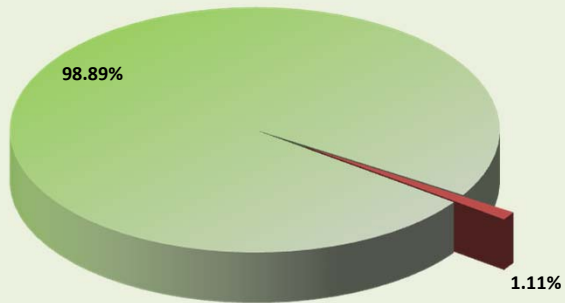
2015 COMBINED MONTHLY BREAKDOWN

Oct-15	\$225,388,849.78	\$80,717.03	\$225,469,566.81	\$7,127,961.53	\$34,984.09	\$2,027.23	\$218,339,578.05	\$7,129,988.76			
Nov-15	\$225,469,566.81	\$506,292.34	\$225,975,859.15	\$10,195,251.19	\$14,090.86	(\$4.83)	\$208,650,624.03	\$17,325,235.12			
Dec-15	\$225,975,859.15	\$620,621.99	\$226,596,481.14	\$123,598,479.10	\$14,658.66	\$386.50	\$85,672,380.42	\$140,924,100.72			
Jan-16	\$226,596,481.14	\$128,523.19	\$226,725,004.33	\$73,883,081.68	\$30,440.42	(\$72,206.75)	\$11,990,028.68	\$214,734,975.65			
Feb-16	\$226,725,004.33	\$123,530.29	\$226,848,534.62	\$3,864,857.47	\$188,159.85	\$2,862.11	\$8,245,839.39	\$218,602,695.23			
Mar-16	\$226,848,534.62	\$205,775.29	\$227,054,309.91	\$2,176,065.27	\$134,624.72	\$56,133.93	\$6,219,415.48	\$220,834,894.43			
Apr-16	\$227,054,309.91	\$93,451.38	\$227,147,761.29	\$654,001.07	\$67,106.72	\$109.13	\$5,658,756.66	\$221,489,004.63			
May-16	\$227,147,761.29	\$18,854.49	\$227,166,615.78	\$1,180,450.04	\$64,173.80	\$289.44	\$4,496,871.67	\$222,669,744.11			
Jun-16	\$227,166,615.78	\$113,675.56	\$227,280,291.34	\$556,878.39	\$74,116.15	\$1,137.37	\$4,052,531.47	\$223,227,759.87			

**Year to Date Collection Report
October 1, 2015 - June 30, 2016**

■ YTD Collected ■ YTD Uncollected

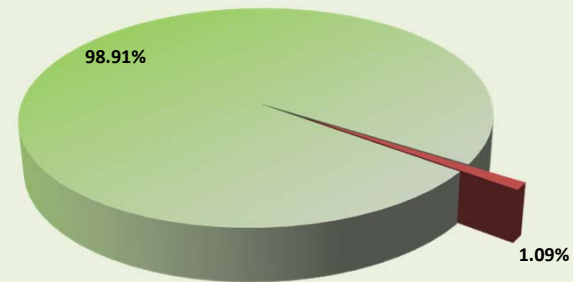
GW



**Year to Date Collection Report
October 1, 2015 - June 30, 2016**

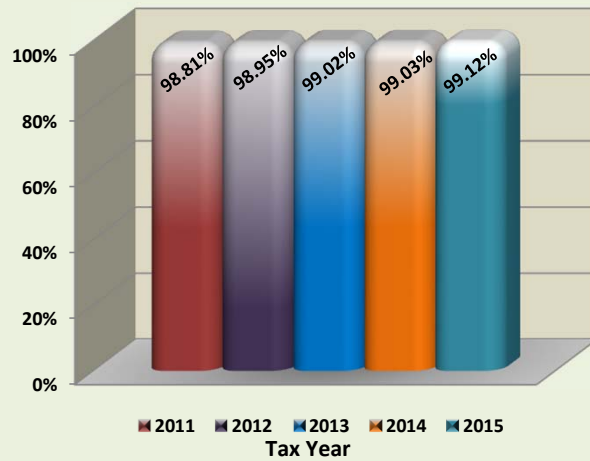
■ YTD Collected ■ YTD Uncollected

RFM



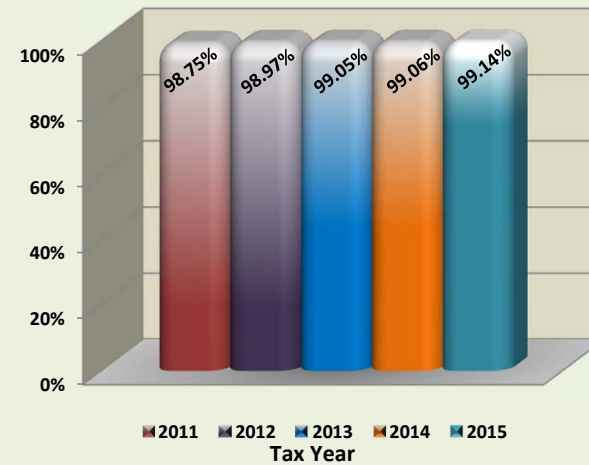
**Percent of Roll Collected Comparison
June 2012-2016**

GW



**Percent of Roll Collected Comparison
June 2012-2016**

RFM



Commissioners Court - Special Session**21.****Meeting Date:** 07/28/2016

Property Tax Refunds – Over 2500 – June 2016

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 for the month of June 2016 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

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

Attachments060116-063016 Refunds Over 2500

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sandra Surratt

Final Approval Date: 07/15/2016

Reviewed By

Wendy Coco

Date

07/15/2016 08:38 AM

Started On: 07/14/2016 09:25 AM



Date: July 13, 2016

To: Members of the Commissioners Court

From: Deborah M. Hunt, CTA

Deborah M Hunt, C T A
Tax Assessor Collector

Subject: Property Tax Refunds

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of \$2,500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at (512) 943-1954, if you have any questions.

Thank you.



WILLIAMSON COUNTY

Main Office:

904 S Main St
Georgetown, Texas 78626
Phone: (512) 943-1601
Fax: (512) 943-3578
www.wilco.org

Annex Locations:

1801 E Old Settlers Blvd, Ste 115
Round Rock, Texas 78664
Phone: (512) 943-1601
Fax: (512) 244-8645

350 Discovery Blvd, Ste 101
Cedar Park, Texas 78613
Phone: (512) 943-1601
Fax: (512) 260-4295

412 Vance St, Ste 1
Taylor, Texas 76574
Phone: (512) 352-4140
Fax: (512) 352-4143

11:38 AM
07/13/16
Accrual Basis

Property Tax
Account QuickReport
As of June 30, 2016

Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers				
06/03/2016	58643	AARON & MELINDA ROUGHTON	R360086 - Escrow Refund	-4,111.98
06/03/2016	58657	NATI SHAW	R493304 - Double payment	-3,200.00
06/09/2016	58661	KAYLA & JOHN PARK	R431323 - Escrow Refund	-9,197.06
06/22/2016	58669	JACK BENNETT JR & KATHRYN L WATTS	R094446 - Escrow Refund	-3,125.58
Total Refunds Payable - Taxpayers				-19,634.62
TOTAL				-19,634.62

Commissioners Court - Special Session**22.****Meeting Date:** 07/28/2016

G21 Car and Bike Show

Submitted By: Mary Sturgeon, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action regarding acceptance of donation(s) from the G21 ("Giving in the 21st century") car and Bike Show Williamson County Sheriff's Office Victim Assistance Unit pursuant to Tx. Loc. Gov't Code 81.032.

Background

Fiscal Impact

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

Attachments

\\sheriff\CID\Victims Assistance\G21carshowfundraiser.pdf

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Mary Sturgeon

Final Approval Date: 07/21/2016

Reviewed By

Wendy Coco

Date

07/21/2016 11:28 AM

Started On: 07/21/2016 11:13 AM



L.C. "TONY" MARSHALL
Chief Deputy

JAMES R. WILSON
WILLIAMSON COUNTY SHERIFF

508 South Rock Street
Georgetown, Texas 78626-5604
Phone (512) 943-1300 * Fax (512) 943-1393

MIKE GLEASON
Asst Chief Deputy - Corrections

MEDIA RELEASE

**Williamson County Sheriff's Office Victim Assistance Unit to benefit from
G21 Car and Bike Show Fundraiser**

The Williamson County Sheriff's Office Victim Assistance Unit has been chosen by the G21 Car and Bike Show to receive donations raised at their July Car and Bike Show in downtown Taylor. "G21" stands for "Giving in the 21st century". Every month, this organization donates funds to worthy charities or causes in Williamson County. G21 would like to contribute to the Victim Assistance Unit and highlight our services and resources to the community of Taylor.

The Victim Assistance Unit provides support and resources to crime victims and survivors of traumatic events. The unit consists of three full time staff members and 40 volunteers who respond to emergencies 24 hours a day. All donations will be used to provide for the immediate needs of the people we serve in Williamson County. Some of these needs may include emergency hotel rooms, food, clothing, gas and transportation. The Victim Assistance Unit supports every law enforcement agency within Williamson County. Williamson County's dramatic population growth brings increased demands upon our resources. The proceeds from this event will allow us to continue to serve our citizens in need.

Members of the Victim Assistance Unit will be present with information about resources and services as well as information on joining our volunteer unit.

Please help make this event successful by joining us on East 2nd street in downtown Taylor, TX on Sunday, July 24, 2016 from 9:00 am until 12:00 pm.

For information on showing a vehicle in the car show, please contact Robert Garcia with G21 at g21carbikeshow@gmail.com or 512-968-4660.

For more information on the Victim Assistance Unit, please contact Julie Hobbs at 512-943-1374 or juliehobbs@wilco.org.

Commissioners Court - Special Session**23.****Meeting Date:** 07/28/2016

Discuss consider and take appropriate action on approval of the final plat for the Paloma Lake Section 8 subdivision - Pct 4

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 final plat for the Paloma Lake Section 8 subdivision - Pct 4.

Background

This is the next section of the Paloma Lake development. It consists of 84 single family lots and 3,133 feet of new public roads. Roadway and drainage construction has been completed.

Fiscal Impact

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

Attachments

Paloma Lake Section 8

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 07/13/2016

Reviewed By

Rebecca Clemons

Date

07/13/2016 03:39 PM

Started On: 07/12/2016 02:27 PM

Commissioners Court - Special Session**24.****Meeting Date:** 07/28/2016

Discuss consider and take appropriate action on approval of the revised plat for Lot 30 Block P of Rancho Sienna Sec1 Phase 1 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 Lot 30 Block P of Rancho Sienna Section 14 Phase 1 subdivision - Pct 3

Background

This is the next section of the Rancho Sienna Subdivision. This plat contains no single family lots or new roads.

Fiscal Impact

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

Attachments

[Revised Plat - Rancho Sienna Lot 30 Block P Sec 14](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 07/18/2016

Reviewed By

Wendy Coco

Date

07/18/2016 08:41 AM

Started On: 07/15/2016 12:53 PM

AMENDED FINAL PLAT OF LOT 30, BLOCK P OF RANCHO SIENNA SECTION 14, PHASE 1

BEING 3.188 ACRES OUT OF THE GREENLEAF FISK SURVEY,
ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

FIELDNOTE DESCRIPTION:

OF 3.188 ACRES OF LAND, OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOT 30, BLOCK P OF RANCHO SIENNA SECTION 14, PHASE 1, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2015107628 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN TRACT 3E, 30.103 ACRE TRACT OF LAND CONVEYED TO NASH RANCHO HILLS, LLC, BY DEED OF RECORD IN DOCUMENT NO. 2014001964 OF SAID OFFICIAL PUBLIC RECORDS; SAID 3.188 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND IN THE NORTHERLY RIGHT-OF-WAY LINE OF PIENZA DRIVE (50' R.O.W.), BEING THE SOUTHEASTERLY CORNER OF SAID LOT 30, ALSO BEING THE SOUTHWESTERLY CORNER OF LOT 18, BLOCK P OF RANCHO SIENNA SECTION 15, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2015107481 OF SAID OFFICIAL PUBLIC RECORDS FOR THE SOUTHEASTERLY CORNER HEREOF,

THENCE, N84°34'42"W, LEAVING THE SOUTHWESTERLY CORNER OF SAID LOT 18, ALONG THE NORTHERLY RIGHT-OF-WAY OF PIENZA DRIVE, BEING A PORTION OF THE SOUTHERLY LINE OF SAID LOT 1 FOR A PORTION OF THE SOUTHERLY LINE HEREOF, A DISTANCE OF 55.49 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE SOUTHEASTERLY CORNER OF LOT 17, BLOCK P OF SAID RANCHO SIENNA 14, PHASE 1 SUBDIVISION OF RECORD FOR AN ANGLE POINT HEREOF;

THENCE, LEAVING THE NORTHERLY RIGHT-OF-WAY OF PIENZA DRIVE, ALONG THE EASTERLY LINE OF SAID LOT 17 AND THE NORTHERLY LINES OF LOTS 10-17 BLOCK P OF SAID RANCHO SIENNA 14, PHASE 1 SUBDIVISION OF RECORD, BEING A PORTION OF THE SOUTHERLY LINE OF SAID LOT 30 FOR A PORTION OF THE SOUTHERLY LINE HEREOF, THE FOLLOWING NINE (9) COURSES AND DISTANCES:

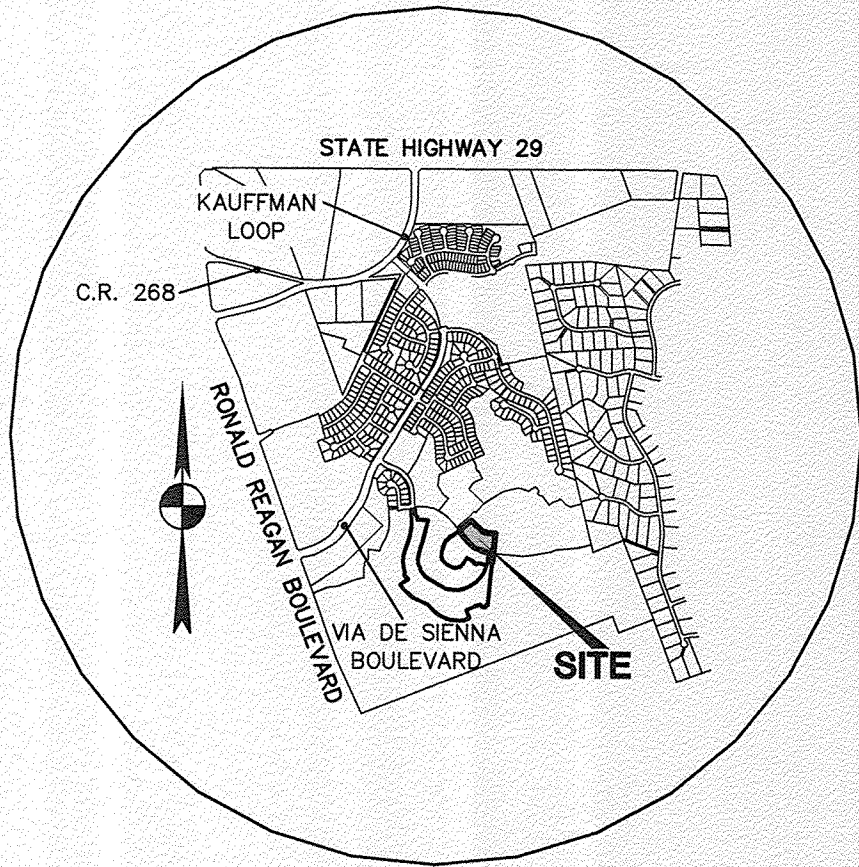
- 1) N05°25'18"E, A DISTANCE OF 125.30 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
- 2) N37°24'25"W, A DISTANCE OF 7.33 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
- 3) N80°14'08"W, A DISTANCE OF 61.53 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
- 4) N71°38'57"W, A DISTANCE OF 71.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
- 5) N67°50'18"W, A DISTANCE OF 67.74 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
- 6) N56°48'16"W, A DISTANCE OF 67.07 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
- 7) N45°39'57"W, A DISTANCE OF 67.41 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
- 8) N38°58'33"W, A DISTANCE OF 88.78 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
- 9) N38°58'26"W, A DISTANCE OF 133.61 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE NORTHWESTERLY CORNER OF SAID LOT 10 FOR THE SOUTHWESTERLY CORNER OF SAID LOT 1 AND HEREOF;

THENCE, N51°01'34"E, LEAVING THE NORTHWESTERLY CORNER OF SAID LOT 10, ALONG THE WESTERLY LINE OF SAID LOT 30 AND OVER AND ACROSS SAID TRACT 3E FOR THE WESTERLY LINE HEREOF, A DISTANCE OF 227.49 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND IN THE SOUTHERLY LINE OF LOT 54, BLOCK S OF RANCHO SIENNA SECTION 8, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2014099344 OF SAID OFFICIAL PUBLIC RECORDS FOR THE NORTHWESTERLY CORNER HEREOF;

THENCE, ALONG THE SOUTHERLY LINE OF LOTS 54-60 OF SAID BLOCK S OF RANCHO SIENNA SECTION 8 FOR THE NORTHERLY LINE HEREOF, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) S46°16'40"E, A DISTANCE OF 226.42 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
- 2) S73°19'56"E, A DISTANCE OF 80.28 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
- 3) S86°53'07"E, A DISTANCE OF 104.41 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND IN THE SOUTHERLY LINE OF SAID LOT 60, BEING THE NORTHWESTERLY CORNER OF LOT 30 BLOCK P OF SAID RANCHO SIENNA SECTION 15, FOR THE NORTHEASTERLY CORNER HEREOF;

THENCE, S05°25'18"W, LEAVING THE SOUTHERLY LINE OF SAID LOT 60, ALONG THE WESTERLY LINES OF LOT 18 AND LOT 30 OF SAID BLOCK P OF RANCHO SIENNA SECTION 15 FOR THE EASTERLY LINE HEREOF, A DISTANCE OF 410.60 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 3.188 ACRES OR (138,872 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 |
| 3 | CERTIFICATIONS AND SIGNATURES |

GENERAL INFORMATION:

OWNER.....NASH RANCHO HILLS, LLC
TOTAL ACREAGE.....3.188 ACRES
SURVEY OF.....GREENLEAF FISK SURVEY(A-5)
DATE.....FEBRUARY, 2016
OF SINGLE FAMILY LOTS.....0
OF OPEN SPACE LOTS.....1
TOTAL # OF LOTS.....1
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. THE PURPOSE OF THIS AMENDED FINAL PLAT IS TO CORRECT THE OUTER BOUNDARY OF THE LOT SHOWN HEREON.
2. 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 CITY OF GEORGETOWN SEWER SERVICE WILL BE PROVIDED BY THE CITY OF LIBERTY HILL.
3. BUILDING SLAB ELEVATION SHALL BE A MINIMUM OF ONE (1) FOOT ABOVE ANY POINT ON THE LOT WITHIN FIVE (5) FEET OF THE PERIMETER OF THE BUILDING.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
6. 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.
7. THE OPEN SPACE LOT WILL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
8. 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).
9. SIDEWALKS LOCATED ADJACENT TO THE OPEN SPACE LOT WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
10. 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.
11. 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.
12. THIS REPLAT IS SUBJECT TO ALL APPLICABLE RECORDED EASEMENTS AND RESTRICTIONS AND AS SET FORTH IN THE ORIGINAL PLAT OF RANCHO SIENNA SECTION 15, AS RECORDED IN DOCUMENT NO. 2015107628 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

AMENDED FINAL PLAT
OF LOT 30, BLOCK P
OF RANCHO SIENNA
SECTION 14, PHASE 1
DATE: FEBRUARY, 2016



Stantec

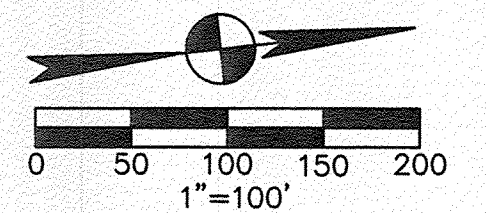
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230
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SHEET

1

OF 3

BEING 3.188 ACRES OUT OF THE GREENLEAF FISK SURVEY,
ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N84°34'42"W	55.49'
L2	N5°25'18"E	125.30'
L3	N37°24'25"W	7.33'
L4	N80°14'08"W	61.53'
L5	N71°38'57"W	71.00'
L6	N67°50'18"W	67.74'
L7	N56°48'16"W	67.07'
L8	N45°39'57"W	67.41'
L9	N38°58'33"W	88.78'
L10	N38°58'26"W	133.61'
L11	S73°19'56"E	80.28'
L12	S86°53'07"E	104.41'

REMAINDER OF 606.19 ACRES
RANCHO SIENNA KC, LP
DOCUMENT NO. 2007081893

REMAINDER OF TRACT 1A
34.166 ACRES
NASH RANCHO HILLS, LLC
DOCUMENT NO. 2013060667

SIENNA WA.
(50' R.O.W.)

1A 1 2 RANCHO SIENNA 3
SECTION 12A
DOCUMENT NO. 2013081958

FOURTH TAKE DOWN
TRACT 4A 50.407 ACRES
NASH RANCHO HILLS, LLC
DOCUMENT NO. 2015038403

RANCHO SIENNA
SECTION 14, PHASE 1
DOCUMENT NO.
2015107628

REMAINDER OF 606.19 ACRES
RANCHO SIENNA KC, LP
DOCUMENT NO. 2007081893

GREENLEAF FISK SURVEY
ABSTRACT NO. 5

THIRD TAKE DOWN
TRACT 3E 30.103 ACRES
NASH RANCHO HILLS, LLC
DOCUMENT NO. 2014001964

REMAINDER OF TRACT 1A
34.166 ACRES
NASH RANCHO HILLS, LLC
DOCUMENT NO. 2013060667

REMAINDER OF
8.915 ACRES
NASH RANCHO HILLS, LLC
DOCUMENT NO. 2013109919

RANCHO SIENNA
SECTION 5B
IT NO. 201

51
52
TA MARIA STREET
(50' R.O.W.)

REMAINDER OF 606.19 ACRES
RANCHO SIENNA KC, LP
DOCUMENT NO. 2007081893

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.

SHEET
2
OF 3

RANCHO SIENNA SECTION 15
DOCUMENT NO. 2015107481

**ENTUNO
COVE**
(50' R.O.W.)

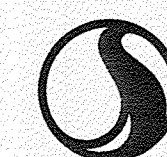
RANCHO SIENNA
SECTION 14, PHASE 1
DOCUMENT NO.
2015107628

1.49

40"E 226.42'
RANCHO SIENNA
SECTION 8
DOCUMENT NO 2014056

21

**AMENDED FINAL PLAT
OF LOT 30, BLOCK P
OF RANCHO SIENNA
SECTION 14, PHASE 1**
DATE: FEBRUARY, 2016



Stantec
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0
TBPE # F-6324 TBPLS # F-101942
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DRAWN BY: KWA/MJR Approved by: JTB Project No.: R0102640-10094 File: H:\102640\094\102640094PL2.dwg

AMENDED FINAL PLAT OF LOT 30, BLOCK P OF RANCHO SIENNA SECTION 14, PHASE 1

BEING 3.188 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 TRACTS OF LAND SHOWN HEREON BEING ALL OF LOT 30, BLOCK P, OF RANCHO SIENNA 14, PHASE 1, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2015107628 SAME BEING A PORTION OF THAT CERTAIN TRACT 3E-30.103 ACRE TRACT OF LAND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2014001964, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE THE 3.188 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 "AMENDED FINAL PLAT OF LOT 30, BLOCK P OF RANCHO SIENNA SECTION 14, PHASE 1". 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.

NASH RANCHO HILLS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

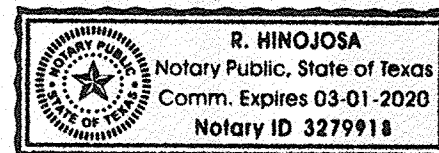
BY: E. William Meyer
BY: E. William Meyer
NAME: E. William Meyer DATE
TITLE: Authorized Signatory

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 8th DAY OF July, 2016.

R. Hinojosa
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: R. Hinojosa
MY COMMISSION EXPIRES ON: 3-1-2020



ENGINEER'S CERTIFICATION:

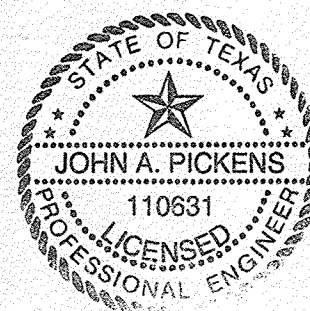
I, JOHN A. PICKENS, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCLOSED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND IS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBERS 48491C0275E AND 48491C0460E, 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 27 DAY OF June, 2016.

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

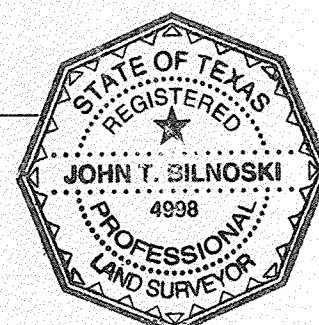


SURVEYOR'S CERTIFICATION:

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.

John 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

6/27/16
DATE



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

WE, NASH FINANCING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, LIEN HOLDER OF CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2013109919 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO WILLIAMSON COUNTY, TEXAS THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY, TEXAS MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS "AMENDED FINAL PLAT OF LOT 30, BLOCK P, RANCHO SIENNA SECTION 14, PHASE 1".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 11 DAY OF July, 2016.

NASH FINANCING, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: NORTH AMERICA SEKISUI HOUSE, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS SOLE MEMBER

BY: Masayuki Uemura 7-11-16
NAME: Masayuki Uemura DATE
TITLE: Authorized Signatory

STATE OF CALIFORNIA)(
COUNTY OF San Diego)(

ON July 11, 2016 , BEFORE
ME, K. Paxton PERSONALLY
Masayuki Uemura

APPEARED, _____ WHO PROVED
TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/ THEY EXECUTED THE
SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE
INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED
THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE
FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE K. Paxton

SEAL



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.

_____, 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

AMENDED FINAL PLAT
OF LOT 30, BLOCK P
OF RANCHO SIENNA
SECTION 14, PHASE 1
DATE: FEBRUARY, 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

3

OF 3

Commissioners Court - Special Session**25.****Meeting Date:** 07/28/2016

Discuss consider and take appropriate action on approval of the revised plat for Lot 30 Block P of Rancho Sienna Section 15 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 Lot 30 Block P of Rancho Sienna Section 15 subdivision - Pct 3.

Background

This is the next section of the Rancho Sienna Subdivision. This plat contains no single family lots or new roads.

Fiscal Impact

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

Attachments

[Amended Final Plat - Rancho Sienna Sec 15 Blk P Lot 30](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 07/18/2016

Reviewed By

Wendy Coco

Date

07/18/2016 08:41 AM

Started On: 07/15/2016 12:58 PM

AMENDED FINAL PLAT OF LOT 30, BLOCK P OF RANCHO SIENNA SECTION 15

BEING 9.990 ACRES OUT OF THE GREENLEAF FISK SURVEY,
ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

FIELDNOTE DESCRIPTION:

OF 9.990 ACRES OF LAND, OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOT 30, BLOCK P OF RANCHO SIENNA SECTION 15, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2015107481 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN TRACT 3E, 30.103 ACRE TRACT OF LAND CONVEYED TO NASH RANCHO HILLS, LLC, BY DEED OF RECORD IN DOCUMENT NO. 2014001964 OF SAID OFFICIAL PUBLIC RECORDS; SAID 9.990 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND IN THE NORTHERLY RIGHT-OF-WAY LINE OF RANCHO SIENNA LOOP (60' R.O.W.), BEING THE SOUTHEASTERLY CORNER OF SAID LOT 30, ALSO BEING THE SOUTHEASTERLY CORNER OF LOT 21, BLOCK U OF SAID RANCHO SIENNA SECTION 15, FOR THE SOUTHEASTERLY CORNER HEREOF,

THENCE, LEAVING THE NORTHERLY RIGHT-OF-WAY LINE OF RANCHO SIENNA LOOP, ALONG THE EASTERLY LINE OF SAID LOT 21 AND A PORTION OF THE SOUTHERLY LINE AND THE EASTERLY LINE OF LOT 20 OF SAID BLOCK U OF RANCHO SIENNA SECTION 15, BEING A PORTION OF THE SOUTHERLY LINE OF SAID LOT 30 FOR A PORTION OF THE SOUTHERLY LINE HEREOF, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) N46°59'20"W, A DISTANCE OF 125.57 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE NORTHEASTERLY CORNER OF SAID LOT 21;
- 2) N48°18'48"E, A DISTANCE OF 33.77 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE SOUTHEASTERLY CORNER OF SAID LOT 20;
- 3) N03°18'48"E, A DISTANCE OF 7.07 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND FOR AN ANGLE POINT;
- 4) N41°41'12"W, A DISTANCE OF 127.89 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND IN THE NORTHERLY RIGHT-OF-WAY LINE OF PIENZA DRIVE (50; R.O.W.), BEING THE NORTHEASTERLY CORNER OF SAID LOT 20 FOR AN ANGLE POINT HEREOF;

THENCE, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PIENZA DRIVE, BEING A PORTION OF THE SOUTHERLY LINE OF SAID LOT 30 FOR A PORTION OF THE SOUTHERLY LINE HEREOF, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 196°04'14", AN ARC LENGTH OF 205.32 FEET, AND A CHORD WHICH BEARS, N87°37'10"W, A DISTANCE OF 118.82 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE POINT OF CURVATURE OF A REVERSE CURVE TO THE RIGHT;
- 2) ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 53°58'05", AN ARC LENGTH OF 23.55 FEET, AND A CHORD WHICH BEARS, S21°19'45"W, A DISTANCE OF 22.69 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE POINT OF TANGENCY OF SAID CURVE;
- 3) S48°18'48"W, A DISTANCE OF 55.29 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT;
- 4) ALONG SAID TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 21°48'06", AN ARC LENGTH OF 58.98 FEET, AND A CHORD WHICH BEARS, S59°12'51"W, A DISTANCE OF 58.62 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE POINT OF TANGENCY OF SAID CURVE, BEING THE SOUTHEASTERLY CORNER OF LOT 29, BLOCK P OF SAID RANCHO SIENNA SECTION 15 FOR AN ANGLE POINT HEREOF;

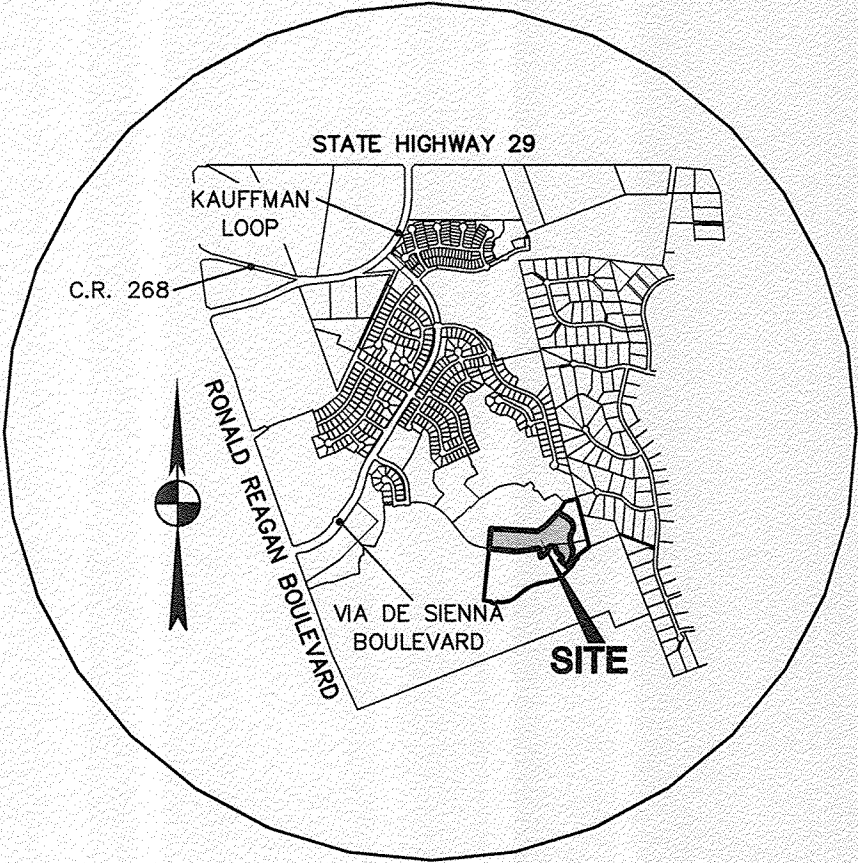
THENCE, LEAVING THE NORTHERLY RIGHT-OF-WAY LINE OF PIENZA DRIVE, ALONG THE EASTERLY LINE OF SAID LOT 29 AND THE NORTHERLY LINES OF LOTS 18-29 OF SAID BLOCK P OF RANCHO SIENNA SECTION 15, BEING A PORTION OF THE SOUTHERLY LINE OF SAID LOT 30 FOR A PORTION OF THE SOUTHERLY LINE HEREOF, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

- 1) N09°40'09"W, A DISTANCE OF 119.50 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
- 2) N54°40'09"W, A DISTANCE OF 7.07 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
- 3) S80°19'51"W, A DISTANCE OF 175.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
- 4) S83°33'17"W, A DISTANCE OF 116.06 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
- 5) N87°50'52"W, A DISTANCE OF 68.40 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
- 6) N84°34'42"W, A DISTANCE OF 355.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
- 7) S50°25'18"W, A DISTANCE OF 7.07 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND IN THE EASTERLY LINE OF LOT 30, BLOCK P OF RANCHO SIENNA 14, PHASE 1, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2015107628 OF SAID OFFICIAL PUBLIC RECORDS, BEING THE NORTHWESTERLY CORNER OF SAID LOT 18, ALSO BEING THE SOUTHWESTERLY CORNER OF SAID LOT 30 OF RANCHO SIENNA SECTION 15 FOR THE SOUTHWESTERLY CORNER HEREOF;

THENCE, N05°25'18"E, ALONG THE EASTERLY LINE OF SAID LOT 30, BLOCK P OF RANCHO SIENNA 14, PHASE 1, BEING THE WESTERLY LINE OF SAID LOT 30, BLOCK P OF RANCHO SIENNA 15 AND OVER AND ACROSS SAID TRACT 3E FOR THE WESTERLY LINE HEREOF, A DISTANCE OF 290.60 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND IN THE SOUTHERLY LINE OF LOT 60, BLOCK S OF RANCHO SIENNA SECTION 8, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2014099344 OF SAID OFFICIAL PUBLIC RECORDS FOR THE NORTHWESTERLY CORNER HEREOF;

THENCE, ALONG THE SOUTHERLY LINES OF LOTS 60-74 OF SAID BLOCK S OF RANCHO SIENNA SECTION 8 FOR THE NORTHERLY LINE HEREOF, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) S86°53'07"E, A DISTANCE OF 669.32 FEET TO A 1/2 INCH IRON ROD WITH "RJ SURVEYING" CAP FOUND;
- 2) N54°29'50"E, A DISTANCE OF 161.38 FEET TO A 1/2 INCH IRON ROD WITH "RJ SURVEYING" CAP FOUND;
- 3) N44°05'15"E, A DISTANCE OF 245.02 FEET TO A PK NAIL WITH "BURY" WASHER SET IN THE WESTERLY RIGHT-OF-WAY LINE OF LA GROTTA LANE (R.O.W. VARIES), BEING THE SOUTHEASTERLY CORNER OF SAID LOT 74 FOR THE NORTHEASTERLY CORNER HEREOF;



VICINITY MAP
N.T.S.

SHEET INDEX

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

GENERAL INFORMATION:

OWNER.....NASH RANCHO HILLS, LLC
TOTAL ACREAGE.....9.990 ACRES
SURVEY OF.....GREENLEAF FISK SURVEY(A-5)
DATE.....FEBRUARY, 2016
OF SINGLE FAMILY LOTS.....0
OF OPEN SPACE LOTS.....1
TOTAL # OF LOTS.....1
TOTAL # 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

FIELDNOTE DESCRIPTION:

THENCE, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF LA GROTTA LANE AND THE NORTHERLY RIGHT-OF-WAY LINE OF RANCHO SIENNA LOOP, BEING THE EASTERLY LINE OF SAID LOT 30, BLOCK P OF RANCHO SIENNA 15 FOR THE EASTERLY LINE HEREOF, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

- 1) S58°31'14"E, A DISTANCE OF 158.07 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;
- 2) ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 55°02'30", AN ARC LENGTH OF 148.90 FEET, AND A CHORD WHICH BEARS, S30°59'58"E, A DISTANCE OF 143.24 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT;
- 3) ALONG SAID COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 33°45'11", AN ARC LENGTH OF 67.75 FEET, AND A CHORD WHICH BEARS, S13°23'52"W, A DISTANCE OF 66.77 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE POINT OF CURVATURE OF A REVERSE CURVE TO THE LEFT;
- 4) ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 228.50 FEET, A CENTRAL ANGLE OF 53°05'49", AN ARC LENGTH OF 211.76 FEET, AND A CHORD WHICH BEARS, S03°43'33"W, A DISTANCE OF 204.26 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE POINT OF CURVATURE OF A REVERSE CURVE TO THE RIGHT;
- 5) ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 238.50 FEET, A CENTRAL ANGLE OF 28°46'15", AN ARC LENGTH OF 119.76 FEET, AND A CHORD WHICH BEARS, S08°26'14"E, A DISTANCE OF 118.51 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT;
- 6) ALONG SAID COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 37°03'46", AN ARC LENGTH OF 174.65 FEET, AND A CHORD WHICH BEARS, S24°28'47"W, A DISTANCE OF 171.63 FEET TO THE POINT OF TANGENCY OF SAID CURVE;
- 7) S43°00'40"W, A DISTANCE OF 19.03 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 9.990 ACRES OR (435,162 SQUARE FEET) OF LAND, MORE OR LESS, WITHIN THESE METES AND BOUNDS.

PLAT NOTES:

- 1. THE PURPOSE OF THIS AMENDED FINAL PLAT IS TO CORRECT THE OUTER BOUNDARY OF THE LOT SHOWN HEREON.
- 2. 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 CITY OF GEORGETOWN SEWER SERVICE WILL BE PROVIDED BY THE CITY OF LIBERTY HILL.
- 3. BUILDING SLAB ELEVATION SHALL BE A MINIMUM OF ONE (1) FOOT ABOVE ANY POINT ON THE LOT WITHIN FIVE (5) FEET OF THE PERIMETER OF THE BUILDING.
- 4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
- 5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
- 6. 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.
- 7. THE OPEN SPACE LOTS WILL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- 8. 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).
- 9. 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.
- 10. 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.
- 11. 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.
- 12. THIS REPLAT IS SUBJECT TO ALL APPLICABLE RECORDED EASEMENTS AND RESTRICTIONS AND AS SET FORTH IN THE ORIGINAL PLAT OF RANCHO SIENNA SECTION 15, AS RECORDED IN DOCUMENT NO. 2015107481 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

AMENDED FINAL PLAT OF
LOT 30, BLOCK P OF RANCHO
SIENNA SECTION 15

DATE: FEBRUARY, 2016



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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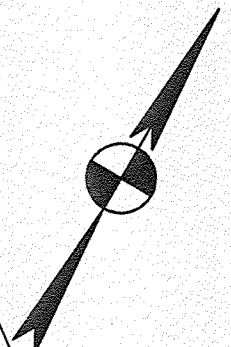
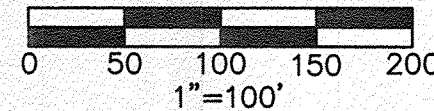
SHEET

1

OF 3

AMENDED FINAL PLAT OF LOT 30, BLOCK P OF RANCHO SIENNA SECTION 15

BEING 9.990 ACRES OUT OF THE GREENLEAF FISK SURVEY,
ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.



REMAINDER OF 606.19 ACRES
RANCHO SIENNA KC, LP
DOCUMENT NO. 2007081893

RANCHO SIENNA
SECTION 14, PHASE 1
DOCUMENT NO.
2015107628

RANCHO SIENNA
SECTION 15
DOCUMENT NO.
2015107481

RANCHO SIENNA
SECTION 15
DOCUMENT NO.
2015107481

RANCHO SIENNA
SECTION 6
DOCUMENT NO.
2014101164

GABRIELS OVERLOOK
SECTION TWO
CABINET T,
SLIDES 66-75

GABRIELS OVERLOOK
SECTION ONE
CABINET S, SLIDES 218-229

0.240 ACRE
UTILITY EASEMENT
DOCUMENT NO. 2013033423

FOURTH TAKE
DOWN
TRACT 4A
50.407 ACRES
NASH RANCHO
HILLS, LLC
DOCUMENT NO.
2015038403

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	205.32'	60.00'	196°04'14"	N87°37'10"W	118.82'
C2	23.55'	25.00'	53°58'05"	N21°19'45"E	22.69'
C3	58.98'	155.00'	21°48'06"	N59°12'51"E	58.62'
C4	148.90'	155.00'	55°02'31"	N30°59'59"W	143.24'
C5	67.75'	115.00'	33°45'11"	N13°23'52"E	66.77'
C6	211.76'	228.50'	53°05'49"	S03°43'33"W	204.26'
C7	119.76'	238.50'	28°46'15"	N08°26'14"W	118.51'
C8	174.65'	270.00'	37°03'46"	N24°28'47"E	171.63'

LINE TABLE

NO.	BEARING	DISTANCE
L1	N46°59'20"W	125.57'
L2	N3°18'48"E	7.07'
L3	S41°41'12"E	127.89'
L4	S48°18'48"W	55.29'
L5	S9°40'09"E	119.50'

LINE TABLE

NO.	BEARING	DISTANCE
L6	S54°40'09"E	7.07'
L7	S83°33'17"W	116.06'
L8	N87°50'52"W	68.40'
L9	N50°25'18"E	7.07'
L10	N43°00'40"E	19.03'

REMAINDER OF 606.19 ACRES
RANCHO SIENNA KC, LP
DOCUMENT NO. 2007081893

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.

LEGEND

- 1/2" IRON ROD WITH "BURY" CAP FOUND
- _{CAP} 1/2" IRON ROD WITH "RJ SURVEYING" CAP FOUND
- △_{PK} PK NAIL WITH "BURY" WASHER SET
- ③ BLOCK
- O/S OPEN SPACE
- S/W SIDEWALK EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- D/E DRAINAGE EASEMENT
- BL BUILDING SETBACK LINE
- W/L WATER LINE EASEMENT
- W/W WASTEWATER EASEMENT
- F/W FENCE/WALL EASEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY

AMENDED FINAL PLAT OF LOT 30, BLOCK P OF RANCHO SIENNA SECTION 15

DATE: FEBRUARY, 2016



Stantec

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Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
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AMENDED FINAL PLAT OF LOT 30, BLOCK P OF RANCHO SIENNA SECTION 15

BEING 9.990 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 TRACTS OF LAND SHOWN HEREON BEING ALL OF LOT 30, BLOCK P, OF RANCHO SIENNA 15, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2015107481 SAME BEING A PORTION OF THAT CERTAIN TRACT 3E-30.103 ACRE TRACT OF LAND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2014001964, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY AMEND THE 9.990 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 "AMENDED FINAL PLAT OF LOT 30, BLOCK P OF RANCHO SIENNA SECTION 15". 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.

NASH RANCHO HILLS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

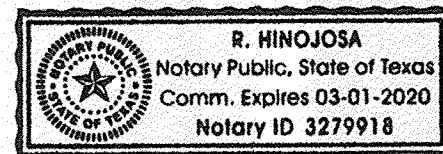
BY: [Signature]
NAME: E. William Meyer 7/8/16
TITLE: Authorized Signatory DATE

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 8th DAY OF July, 2016.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: R. Hinojosa
MY COMMISSION EXPIRES ON: 3-1-2020



ENGINEER'S CERTIFICATION:

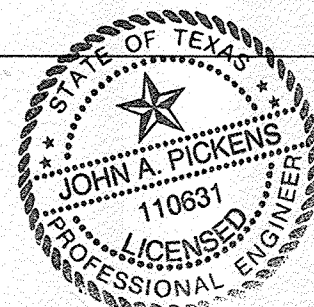
I, JOHN A. PICKENS, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCRONCHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND IS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBERS 48491C0275E AND 48491C0460E, 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 27 DAY OF June, 2016.

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

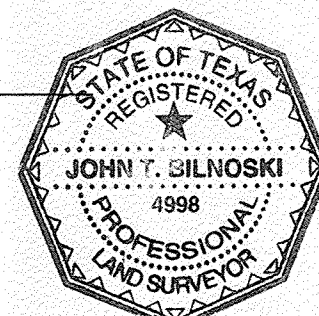


SURVEYOR'S CERTIFICATION:

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.

[Signature]
JOHN T. BILNOSKI, R.P.L.S.
TEXAS REGISTRATION NO. 4998
STANTEC CONSULTING SERVICES, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701

6/27/16
DATE



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

WE, NASH FINANCING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, LIEN HOLDER OF CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2013109919 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO WILLIAMSON COUNTY, TEXAS THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY, TEXAS MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS "FINAL PLAT OF RANCHO SIENNA SECTION 15".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 11 DAY OF July, 2016.

NASH FINANCING, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: NORTH AMERICA SEKISUI HOUSE, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS SOLE MEMBER

BY: [Signature] 7-11-16
NAME: Masayuki Uemura DATE
TITLE: Authorized Signatory

STATE OF CALIFORNIA (X)
COUNTY OF San Diego (X)

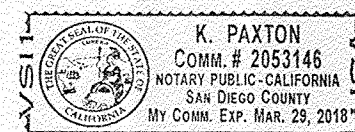
ON July 11, 2016, BEFORE
ME, K. Paxton PERSONALLY

APPEARED, Masayuki Uemura, WHO PROVED
TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE
SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE
INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED
THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE
FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE [Signature] SEAL



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
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

AMENDED FINAL PLAT OF LOT 30, BLOCK P OF RANCHO SIENNA SECTION 15

DATE: FEBRUARY, 2016

221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
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Commissioners Court - Special Session**26.****Meeting Date:** 07/28/2016

Discuss consider and take appropriate action on approval of the final plat for the Sonterra West Section 8J Phase 4 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 final plat for the Sonterra West Section 8J Phase 4 subdivision - Pct 3

Background

This is the next section of the Sonterra West development. It consists of 42 single family lots and 1,367 feet of new public roads. Roadway and drainage construction has been completed.

Fiscal Impact

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

Attachments

Sonterra West Sec 8-J Ph 4

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 07/20/2016

Reviewed By

Wendy Coco

Date

07/20/2016 03:47 PM

Started On: 07/20/2016 03:08 PM



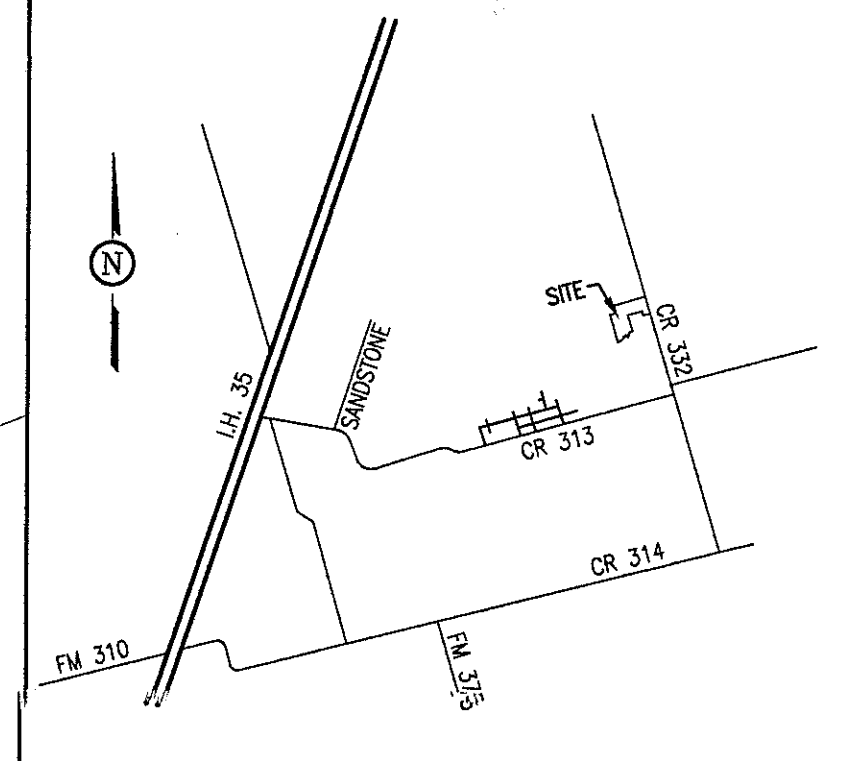
BEARING BASIS: TEXAS STATE
PLANE COORDINATE SYSTEM
NAD 1983 CENTRAL ZONE

FINAL PLAT SONTERRA WEST SECTION 8-J PHASE 4

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



LOCATION MAP
NOT TO SCALE

(128.69 AC.)
M. HOWARD FASKE AND WIFE
MARTHA FASKE
DOC 2003120609 - TRACT 1

(8.23 AC.)
DOC 2011053452
(5.95 AC.)
DOC 2015090690

REM. 111.959 ACRES
RVEST LP
DOC 2012074806
TRACT 16a

REM 40.00 AC.
SONWEST CO.
DOC 2014090619 TRACT 1

LEGEND

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

LAND USE SUMMARY:

SINGLE FAMILY LOTS 42
DRAINAGE LOTS 1

TOTAL LOTS 43

BUILDING SETBACKS:

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

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

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

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

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

BENCHMARK - SQUARE CUT ON CONCRETE +/-
94.8 FEET EAST OF LOT 66, BLOCK P, SONTERRA
WEST SECTION 8-J, PHASE 3.
ELEV. 815.06 - NAVD88 (GEOID 12A)

CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	ARC	CHORD
C1	03°07'02"	800.00	21.77	43.53	43.52
C2	90°00'00"	25.00	25.00	39.27	35.36
C3	90°00'00"	25.00	25.00	39.27	35.36
C4	90°04'06"	25.00	25.03	39.30	35.38
C5	89°55'54"	25.00	24.97	39.24	35.33
C6	01°15'28"	800.00	8.78	17.56	17.56
C7	01°51'34"	800.00	12.98	25.96	25.96
C8	24°26'02"	155.00	33.56	66.10	65.60
C9	79°31'37"	15.00	12.48	20.82	19.19
C10	36°10'17"	155.00	50.62	97.85	96.24
C11	89°29'36"	25.00	24.78	39.05	35.20
C12	10°13'36"	205.00	18.34	36.59	36.54
C13	36°40'11"	155.00	51.37	99.20	97.52
C14	36°40'11"	205.00	67.94	131.20	128.97
C15	10°13'36"	155.00	13.87	27.67	27.63
C16	90°30'24"	25.00	25.22	39.49	35.51
C17	03°07'02"	800.00	21.77	43.53	43.52
C18	06°18'13"	205.00	11.29	22.55	22.54
C19	03°55'23"	205.00	7.02	14.04	14.03
C20	03°11'17"	155.00	4.13	8.62	8.62
C21	18°34'20"	155.00	25.34	50.24	50.02
C22	14°54'35"	155.00	20.28	40.34	40.22
C23	08°07'20"	205.00	14.56	29.06	29.04
C24	15°07'19"	205.00	27.21	54.11	53.95
C25	13°25'32"	205.00	24.13	48.04	47.93
C26	01°31'02"	800.00	10.59	21.18	21.18
C27	01°36'00"	800.00	11.17	22.34	22.34

STREET DATA

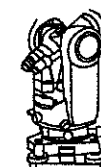
STREET	LENGTH	R.O.W. WIDTH	P.V.M.T. WIDTH	DESIGN SPEED
MILLERS LOOP	679 L.F.	50 FT	30' F-F	25 MPH
CLEARY LANE	688 L.F.	50 FT	30' F-F	25 MPH

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N68°36'23"E	46.51
L2	S68°21'27"W	140.78
L3	N40°55'28"W	47.80
L4	N21°00'00"W	50.00
L5	S68°36'23"W	45.00
L6	S15°39'58"W	112.45
L7	S42°40'11"W	50.00
L8	N68°36'23"E	113.82
L9	S21°27'43"E	84.97
L10	N21°27'43"W	85.03
L11	S68°36'23"W	13.90
L12	S65°29'21"W	27.50
L13	S68°36'23"W	19.02
L14	S68°36'23"W	32.81
L15	S68°21'27"W	28.71
L16	S32°11'39"W	31.73
L17	S68°21'56"W	32.37
L18	N68°36'23"E	121.46
L19	N65°29'21"E	140.36
L20	N68°36'23"E	23.82
L21	N65°29'21"E	22.72
L22	N20°53'13"W	8.82
L23	N10°39'37"W	16.93
L24	S20°53'13"E	27.50

PAGE 1 OF 3

LENZ & ASSOCIATES, INC.

FIRM NO. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES



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

SURVEY #: 2005-0363T

F.B.

FINAL PLAT SONTERRA WEST SECTION 8-J PHASE 4

NOTES:

- 1) IN ORDER TO PROMOTE POSITIVE DRAINAGE AWAY FROM A STRUCTURE, FINISHED FLOOR ELEVATIONS SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND AND THE GROUND SHOULD BE GRADED FROM THE STRUCTURE AT A SLOPE OF 1/2 INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
- 2) THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL.
- 3) A 10' WIDE UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.
- 4) NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES AND/OR OBSTRUCTIONS WHICH MAY IMPEDE FLOW ARE PERMITTED WITHIN THE DRAINAGE EASEMENTS SHOWN.
- 5) PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY REGULATORY AUTHORITIES.
- 6) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
- 7) THIS SUBDIVISION IS NOT LOCATED WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
- 8) MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE OWNER.
- 9) THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
- 10) BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR APPLICABLE ORDINANCES.
- 11) CONSTRUCTION OF ANY IMPROVEMENTS ON ANY LOT IN THE SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR SONTERRA WEST SUBDIVISION AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- 12) DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
- 13) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
- 14) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
- 15) THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- 16) WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT.
- 17) WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.
- 18) ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE
- 19) THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES TEMPORELY WITHIN THIS SUBDIVISION.
- 20) NO LOT IN THIS SUBDIVISION IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48491C0150E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.
- 21) A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
- 22) ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- 23) DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO CR 332, THE ADJACENT COUNTY ROAD. RESIDENTIAL DRIVEWAYS FOR LOT 20, BLOCK V AND LOT 78, BLOCK P ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.
- 24) 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.

FIELD NOTE DESCRIPTION

FIELD NOTE DESCRIPTION OF 8.38 ACRES OF LAND OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, ALSO BEING OUT OF THAT CERTAIN 40.00 ACRE TRACT CALLED TRACT 1 IN A CORRECTION DEED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2014090619 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 8.38 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch diameter steel pin set at the northeast corner of the said 40.00 acre SONWEST CO tract, the same being the west line of a remainder portion of that certain 111.959 acre tract called Tract 16a in a deed to RVEST LP recorded in Document Number 2012074806 of the Official Public Records of Williamson County, Texas, to a 1/2 inch diameter steel pin set at an exterior corner of the said 40.00 acre SONWEST CO tract, the same being the northeast corner of that certain 21.315 acre tract described in a deed to Sonterra Municipal Utility District recorded in Document Number 2010071959 of the Official Public Records of Williamson County, Texas;

THENCE, S 21°23'37" E, a distance of 369.44 feet along an easterly line of the said 40.00 acre SONWEST CO tract, the same being the west line of a remainder portion of that certain 111.959 acre tract called Tract 16a in a deed to RVEST LP recorded in Document Number 2012074806 of the Official Public Records of Williamson County, Texas, to a 1/2 inch diameter steel pin set at an exterior corner of the said 40.00 acre SONWEST CO tract, the same being the northeast corner of that certain 21.315 acre tract described in a deed to Sonterra Municipal Utility District recorded in Document Number 2010071959 of the Official Public Records of Williamson County, Texas;

THENCE, S 68°21'27" W, a distance of 140.78 feet to a 1/2 inch diameter steel pin set on the east line of Sonterra West Section 8-J, Phase 3, a subdivision of record in Document Number 2016027448 of the Official Public Records of Williamson County, Texas, and being an interior corner of the said 40.00 acre SONWEST CO tract and an exterior corner of the said 21.315 acre Sonterra Municipal Utility District tract;

THENCE, traversing the interior of the said 40.00 acre SONWEST CO tract along the east, north and west lines of the said Sonterra West Section 8-J, Phase 3 subdivision, the following four (4) courses and distances:

- 1) N 40°55'28" W, 47.80 feet to a 1/2 inch diameter steel pin set;
- 2) N 21°00'00" W, 50.00 feet to a 1/2 inch diameter steel pin set at the northeast corner of the said Sonterra West Section 8-J, Phase 3 subdivision;
- 3) S 68°36'23" W, 303.64 feet to a 1/2 inch diameter steel pin set at the northwest corner of the said Sonterra West Section 8-J, Phase 3 subdivision;
- 4) S 21°00'00" E, 350.00 feet to a 1/2 inch diameter steel pin set;

THENCE, S 68°36'23" W, at 7.50 feet passing an exterior corner of the said Sonterra West Section 8-J, Phase 3 subdivision, the same being the northeast corner of Sonterra West Section 8-J, Phase 2, a subdivision of record in Document Number 2016003335 of the Official Public Records of Williamson County, Texas and continuing for a total distance of 45.00 feet to a 1/2 inch diameter steel pin set for an angle point on the north line of the said Sonterra West Section 8-J, Phase 2 subdivision;

THENCE, continuing to traverse the interior of the said 40.00 acre SONWEST CO tract, along the north line of the said Sonterra West Section 8-J, Phase 2 subdivision, the following seven (7) courses and distances:

- 1) S 15°39'58" W, 112.45 feet to a 1/2 inch diameter steel pin set;
- 2) With a curve to the right, having a central angle of 24°26'02", a radius of 155.00 feet, an arc of 66.10 feet and a chord bearing and distance of N 59°32'50" W, 65.60 feet to a 1/2 inch diameter steel pin set;
- 3) S 42°40'11" W, 50.00 feet to a 1/2 inch diameter steel pin set;
- 4) With a curve to the right, having a central angle of 79°31'37", a radius of 15.00 feet, an arc of 20.82 feet and a chord bearing and distance of S 07°34'05" E, 19.19 feet to a 1/2 inch diameter steel pin set;
- 5) S 32°11'39" W, 31.73 feet to a 1/2 inch diameter steel pin set;
- 6) With a curve to the right, having a central angle of 36°10'17", a radius of 155.00 feet, an arc of 97.85 feet and a chord bearing and distance of S 50°16'47" W, 96.24 feet to a 1/2 inch diameter steel pin set;
- 7) S 68°21'56" W, 32.37 feet to a 1/2 inch diameter steel pin set;

THENCE, continuing to traverse the interior of the said 40.00 acre SONWEST CO tract, the following three (3) courses and distances:

- 1) N 20°53'13" W, at 68.20 feet passing an exterior corner of the said Sonterra West Section 8-J, Phase 2 subdivision and continuing for a total distance of 587.90 feet to a 1/2 inch diameter steel pin set;
- 2) N 68°36'23" E, 121.46 feet to a 1/2 inch diameter steel pin set;
- 3) N 21°18'01" W, 165.00 feet to a 1/2 inch diameter steel pin set on the north line of the said 40.00 acre SONWEST CO tract;

THENCE, N 68°36'23" E, 687.64 feet along the north line of the said 40.00 acre SONWEST CO tract and south line of the said 128.69 acre Faske tract to the PLACE OF BEGINNING, containing 8.38 acres of land, more or less.

LENZ & ASSOCIATES, INC.

FIRM No. 100290-00

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES



(512) 443-1174

4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704

SURVEY #: 2005-0363T

F.B.

**FINAL PLAT
SONTERRA WEST
SECTION 8-J PHASE 4**

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL PERSONS BY THESE PRESENTS:

THAT SONWEST CO., A TEXAS CORPORATION, ACTING BY AND THROUGH ANDY BILGER, VICE PRESIDENT, OWNER OF THAT CERTAIN 40.00 ACRE TRACT OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, CALLED TRACT 1 IN A CORRECTION DEED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2014090619 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 8.38 ACRES OF THE SAID TRACT IN ACCORDANCE WITH THE PLAT AS SHOWN HEREON TO BE KNOWN AS "SONTERRA WEST SECTION 8-J PHASE 4" AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON. SAID TRACT IS SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES.

WITNESS MY HAND THIS THE 19th DAY OF July, 2016 A.D.

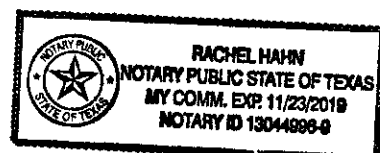
Andy Bilger
SONWEST CO., A TEXAS CORPORATION
BY: ANDY BILGER, VICE PRESIDENT
3571 FAR WEST BOULEVARD, SUITE 13
AUSTIN, TEXAS 78731

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 19th DAY OF July, 2016 A.D. BY ANDY BILGER ACTING IN THE CAPACITY HEREIN STATED.

Rachel Hahn
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES 11/23/2019



APPROVED FOR 911 SERVICE THIS THE 19th DAY OF July, 2016 A.D.

Andy Bilger
WILLIAMSON COUNTY ADDRESS COORDINATOR

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

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

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

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

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

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL MEN BY THESE PRESENTS:

I, NANCY RISTER, COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, A.D. AT ____ O'CLOCK ____M. AND DULY RECORDED THIS THE ____ DAY OF _____, 20____, A.D., AT ____ O'CLOCK ____M., IN THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, 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, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

BY _____ DEPUTY

SURVEYOR'S CERTIFICATE

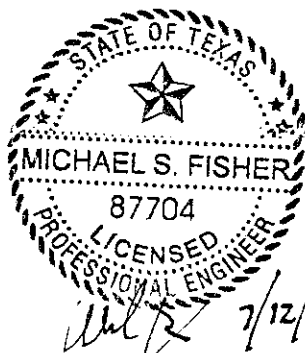
I, TIMOTHY A. LENZ, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY HEREON MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION. ALL CORNER MONUMENTS WERE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

Timothy A. Lenz DATE 7-11-2016
TIMOTHY A. LENZ
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4393
LENZ & ASSOCIATES, INC.
FIRM NO. 100290-00
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704



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

Michael S. Fisher DATE 7/12/16
MICHAEL S. FISHER
REGISTERED PROFESSIONAL ENGINEER NO. 87704
PAPE DAWSON ENGINEERS, INC., F-470



PAGE 3 OF 3

LENZ & ASSOCIATES, INC.

FIRM NO. 100290-00

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES



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

SURVEY #: 2005-0363T F.B.

Commissioners Court - Special Session**27.****Meeting Date:** 07/28/2016

County Burn Ban

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on the implementation of a County Burn Ban for a period not to exceed 90 days and to authorize the County Judge to lift the ban when conditions improve.

Background

Williamson County, along with other Central Texas counties, have experienced a prolonged period of extreme heat and a lack of adequate rainfall. These conditions, along with the heavy fuels, have created an environment favorable for the ignition and rapid spread of a wildfire. The following counties adjacent to Williamson County have issued burn bans: Bastrop, Bell, Burnet, Lee, and Travis. The Williamson County Fire Chief's Association is in support of the burn ban.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jarred Thomas

Final Approval Date: 07/20/2016

Reviewed By

Wendy Coco

Date

07/20/2016 12:18 PM

Started On: 07/20/2016 09:55 AM

Commissioners Court - Special Session**28.****Meeting Date:** 07/28/2016

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.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 06/21/2016

Reviewed By

Wendy Coco

Date

06/21/2016 03:09 PM

Started On: 06/21/2016 08:56 AM

Commissioners Court - Special Session**29.****Meeting Date:** 07/28/2016

Agreement for Architectural and Engineering Services Cedar Park Tax Office Expansion

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

Information**Agenda Item**

Discuss, consider and take any necessary action regarding Architectural and Engineering Services Contract with RHad Enterprises, Inc. dba Mode Design Company for the Cedar Park Tax Office remodel and expansion project (350 Discovery Blvd, Cedar Park, Texas) pursuant to the Professional Services Procurement Act (Tex. Gov't Code § 2254.004).

Background

These services are to obtain plans to estimate the cost of the job. The basic fee is \$24,700.00 and will be funded out of 0100-0509-005300.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Mode Design A&E Agreement](#)

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Shirley Taylor

Final Approval Date: 07/21/2016

Reviewed By

Hal Hawes

Wendy Coco

Date

07/20/2016 02:46 PM

07/21/2016 10:08 AM

Started On: 07/20/2016 02:02 PM

AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

THIS AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES ("Agreement") is made and entered into by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas, hereinafter "County", and **RHad Enterprises, Inc., D/B/A Mode Design Company, formerly also D/B/A Moman Architecture**, hereinafter "A/E".

RECITALS

The County intends to remodel and construct additional space and add a drive thru teller area for the Williamson County Tax Assessor Collector's Office at Williamson County's Cedar Park Annex, 350 Discovery Boulevard, Cedar Park, TX 78613, hereinafter called the "Project"; and

The County desires that the A/E perform certain professional architectural and engineering services in connection with the Project; and

The A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, the County and the A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I

SCOPE OF AGREEMENT

The A/E agrees to perform professional architectural and engineering services in connection with the Project as stated herein, and for having rendered such services, the County agrees to pay to the A/E compensation as stated in the sections to follow.

SECTION II

CHARACTER AND SCOPE OF SERVICES

A. In consideration of the compensation herein provided, A/E shall perform professional architectural and engineering services for the Project, which are acceptable to the County, based on standard architectural and engineering practices and the scope of work described on the Exhibit(s) attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

B. A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

C. County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if the County so instructs A/E.

D. A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

1. The Basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the Project, including any Public Hearings, satisfactory to the County and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
2. The following documents shall be used in the development of the Project:
 - a. National Environmental Policy Act (NEPA);
 - b. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions;
 - c. Americans with Disabilities Act (ADA) Regulations;
 - d. International Building Code, current edition as updated
 - e. National Electrical Code, latest edition;
 - f. Williamson County Design Criteria & Project Development Manual, latest edition; and
 - g. All other local, state and federal documents, codes and regulations to which the Project must comply.
3. As part of the Scope of Services, A/E shall submit its work products to County for review at regular intervals and as requested by County.
4. The detailed Basic Scope of Services for the Project to be provided by the A/E is set forth herein as **Exhibit "A"** to this Agreement, and is expressly incorporated and made a part hereof.

SECTION III

ADDITIONAL SERVICES AND CHARGES

For the performance of the services not specifically described as Basic Services under Section II above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated written contract modification, Additional Services compensation based upon the method and rates set forth **Exhibit "B"**.

The A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of the County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of the County. The County shall have no obligation to pay for such Additional Services which have been rendered without the prior written authorization of the County as hereinabove required.

SECTION IV

TIME FOR PERFORMANCE

A. Time for Performance. A/E agrees to complete the services called for in **Exhibit "A"** in accordance with the Production Schedule set forth in **Exhibit "C"**.

SECTION V

SUBMITTAL PROCESS AND REVISIONS TO A/E WORK PRODUCT

A. Submittal Process. A/E's A/E Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

1. Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to herein above and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit "C"**.
2. Upon receipt of the A/E Work Products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the Scope of Services described herein) have been included in the A/E Work Products in compliance with the requirements of this Agreement. The completeness of any A/E Work Product submitted to County shall be determined by County within fourteen (14) days of such submittal and County shall notify A/E in writing within such time period if such A/E Work Product has been found to be incomplete.
3. If the submission is Complete, County's technical review process will then begin. If the submission is incomplete, County shall notify A/E, who shall perform such professional services as are required to complete the work and resubmit it to County within seven (7) days. This process shall be repeated until a submission is complete.
4. Within seven (7) days of determining that a particular A/E Work Product is Complete, County shall review the completed work for compliance with the Scope of Work and determine whether or not to accept such A/E Work Product. If necessary, the completed work shall be returned to A/E, who shall perform any required work and resubmit it to County. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the County's opinion substantial compliance with the requirements of this Agreement has been achieved.
5. After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final

approval by the County. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.

B. Revision to A/E Work Product. A/E shall make, without expense to County, such revisions to the A/E Work Product as may be required to correct negligent errors or omissions so the A/E Work Product meets the needs of County, but after the approval of the A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to the A/E Work Products which are found to be in negligent error or omission as a result of the A/E's development of the A/E Work Product, at any time, without additional compensation. If it is necessary due to such error or omission by A/E to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's A/E Work Products as Complete, Accepted, or Approved under this Agreement, the decision of the County Judge shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

C. Days. All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

SECTION VI

A/E'S COMPENSATION AND EXPENSES

For and in consideration of the Basic Services rendered by the A/E, and subject to the limit of appropriation under Section X, the County shall pay to the A/E a Basic Fee of **\$24,700.00** hereinafter called the "Basic Fee" plus the amount payable under Section III. (Additional Services).

During the course of services hereunder, the Basic Fee shall be allocated as follows:

For and in consideration of the services rendered by the A/E under Exhibit "A", Section A. (Field Verification), the A/E shall receive a total compensation of **\$1,800.00**.

For and in consideration of the services rendered by the A/E under Exhibit "A", Section B. (the Schematic Design Phase), the A/E shall receive a total compensation of **\$2,500.00**.

For and in consideration of the services rendered by the A/E under Exhibit "A", Section C. (the Construction Documents Phase), the A/E shall receive a total compensation of **\$14,200.00**.

For and in consideration of the services rendered by the A/E under Exhibit "A", Section D. (the Bidding and Negotiation Phase), the A/E shall receive a total compensation of **\$2,600.00**.

For and in consideration of the services rendered by the A/E under Exhibit "A", Section E. (the Construction Observation Phase), the A/E shall receive a total compensation of **\$3,600.00**.

A/E and County acknowledge the fact that the Basic Fee stated above is the total costs of the Basic Services to be rendered under this Agreement. This Basic Fee is based upon the labor costs, non-labor costs and reimbursable expenses estimated to be required in the performance of the various phases of Basic Services provided for under this Agreement. A/E shall be reimbursed for actual non-labor costs and reimbursable expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit "E"**. Statements requesting reimbursement for costs and expenditures related to the Project (reimbursable) must be accompanied by copies of the A/E's statements and comply with the Williamson County Vendor Reimbursement Policy. The copies of the A/E's statement must evidence the actual costs billed to A/E without mark-up.

SECTION VII

TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

A. Time of Payment. During the performance of the services provided for in this Agreement for the Schematic Design Phase (Exhibit "A", Section A.), the Design Development Phase (Exhibit "A", Section B.), and the Construction Documents Phase (Exhibit "A", Section C.), monthly payments shall be made based upon that portion of the services which has been completed. Payment for services rendered by the A/E for the Bidding and Contract Phase, (Exhibit "A", Section D.), shall be made either upon award of a construction contract for the project by the County, or within one hundred eighty (180) calendar days of receipt of bids for the Project, whichever is earlier. Payments for services rendered for the Construction Phase (Exhibit "A", Section E.), shall be paid in proportion to the percentage of the completion of the construction of the Project as evidenced by the A/E's monthly estimates for Payment to the Contractors and approved by the County.

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, the A/E shall submit a sworn statement to the County, along with receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor, setting forth the services provided for by this Agreement which were completed during such calendar month, the compensation which is due, plus the amounts payable under Section III (Additional Services and Charges) which have not been previously billed or paid. In the event the statement 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 A/E seeks reimbursement from the County, A/E shall submit a sworn statement to the County along with timesheets detailing hours worked accompanied by an affidavit signed by an officer or principal of the A/E certifying that the work was performed, it was authorized by the County and that all information contained in the statement that is being submitted is true and correct.

The County shall review the statements within thirty (30) days of receipt and approve them with such modifications, if any, as it deems appropriate. The County shall pay each statement within thirty (30) days after the County's approval; provided, however, that the approval or payment of any statement shall not be considered to be evidence of performance by the A/E to the point

indicated by such statement or of receipt or acceptance by the County of the services covered by such statement.

A. Interest and Late Payments. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. 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 a statement/application for payment submitted by A/E, County shall notify A/E of the error not later than the twenty first (21st) day after the date County receives the statement/application for payment. If the error is resolved in favor of A/E, A/E shall be entitled to receive interest on the unpaid balance of the statement/application for payment submitted by A/E beginning on the date that the payment for the statement/application for payment became overdue. If the error is resolved in favor of the County, A/E shall submit a corrected statement/application for payment 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 statement/application for payment is not paid by the appropriate date.

B. Right to Audit. A/E agrees to maintain, for a period of seven years, detailed records identifying each individual performing the services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, and provide such other details as may be requested by the County Auditor for verification purposes. A/E agrees that County or its duly authorized representatives shall, until the expiration of three 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 A/E which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. A/E shall retain its records within the boundaries of Williamson County and further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give A/E reasonable advance notice of intended audits.

SECTION VIII

SUSPENSION AND TERMINATION

A. Suspension. County may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within thirty (30) calendar days of receipt by A/E of written Notice of Reinstatement from County. In the event such suspension of the Project or the A/E's services hereunder extends for a period of ninety (90) consecutive calendar days or more, A/E may terminate this Agreement in writing.

B. Termination. County may terminate this Agreement at any time by notice in writing to the A/E. Upon receipt of such notice, the A/E shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and

contracts insofar as such orders or contracts are chargeable to this Agreement. Within sixty (60) days after receipt of notice of termination, the A/E shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the A/E that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made. Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

SECTION IX

NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the A/E: Mode Design Company
 109 South Harris St., Suite 200
 Round Rock, TX 78664

Attention: Ryan Hansanuwat

To the County: Williamson County Judge
 Dan A. Gattis (or successor)
 710 Main Street, Suite 101
 Georgetown, Texas 78626

Either party may designate a different address by giving the other party ten days written notice.

SECTION X

LIMIT OF APPROPRIATION

A/E does understand and agree, said understanding and agreement being of the absolute essence of this Agreement, that the total maximum compensation that A/E may become entitled to hereunder and the total maximum sum that County shall become liable to pay to A/E hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of **\$24,700.00.**

SECTION XI

SUCCESSORS AND ASSIGNS

The County and the A/E bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the County, nor the A/E shall assign or transfer its interest in this Agreement without written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION XII

INSURANCE REQUIREMENTS

A/E shall maintain in full force and effect worker's compensation insurance, professional liability insurance, and general liability insurance during the entire term of this Agreement, in the amount set forth in **Exhibit "D"** - Insurance Requirements, and shall instruct and authorize insurer to immediately notify County directly in the event that any said policy coverage is changed or terminated. Said liability insurance policy shall be purchased from a reliable company licensed or authorized to do business in Texas. Proof of required insurance shall be submitted on Certificate(s) of Insurance and Endorsement (s) issued to County, as required in **Exhibit "D"**.

A/E shall require that any and all other contractors and/or consultants engaged or employed by A/E carry and maintain the same insurance and coverages in relation to the services to be rendered by such contractors and/or consultants. A/E shall submit to County proof of such insurance. The maintenance in full current force and effect of such form and amount of insurance, in such amount as County shall have accepted, shall be a condition precedent to the A/E's exercise or enforcement of any rights under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the County at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies.

SECTION XIII

PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of the County. Under no circumstances shall the A/E release any material or information developed in the performance of its services hereunder without the express written permission of the County.

SECTION XIV

COMPLIANCE AND STANDARDS

The A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architectural

and engineering professions to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and A/E's performance.

SECTION XV

OWNERSHIP OF DOCUMENTS, COPYRIGHT

The County shall be the absolute and unqualified owner of all A/E Work Product prepared pursuant to this Agreement by the A/E and its subcontractors with the same force and effect as if the County prepared same. Copies of all completed or partially completed A/E Work Product prepared pursuant to this Agreement by the A/E shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The A/E may retain one (1) set of reproducible copies of such documents and such copies shall be for the A/E's sole use in preparation of studies or reports for Williamson County only. The A/E is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

SECTION XVI

INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF THE A/E OR ANY OF ITS

EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THE AGREEMENT BY THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN THE A/E AT THE COUNTY'S COST. A/E SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

SECTION XVII

MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XVIII

AUTHORITY OF COUNTY JUDGE

The County Judge or his/her designee and/or agent as designated by the County Judge (individually or collectively the "County Judge") shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the A/E. The County Judge's decision shall be final. It is mutually agreed by both parties that the County Judge shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Judge in such shall be final and binding alike on both parties hereto. But nothing contained in this section shall be construed to authorize the County Judge to alter, vary or amend any of the terms or provisions of this Agreement.

SECTION XIX

MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

SECTION XX

SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or

unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

SECTION XXI

VENUE AND GOVERNING LAW

This Agreement shall be performable in Williamson County, Texas. 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. Furthermore, 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.

SECTION XXII

EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

SECTION XXIII

NO THIRD PARTY BENEFICIARIES

This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

SECTION XXIV

CONSTRUCTION

Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

SECTION XXV

RELATIONSHIP OF THE PARTIES

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

SECTION XXVI

NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

SECTION XXVII

NO WAIVER

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

SECTION XXVIII

EXHIBITS

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Agreement, the following shall control:

- a. As between this Agreement and its Exhibits or any other documents which make up this Agreement, this Agreement shall govern.
- b. In the event of any conflict, discrepancy, or inconsistency among any of the other Agreement Exhibits, the A/E shall diligently review all such documents and notify the County immediately upon discovery of the same for resolution by the County.
- c. Any documents not included or expressly contemplated in this Agreement do not, and shall not, form a part of this Agreement. The Agreement Exhibits are intended to be complimentary, and a requirement in one document shall be deemed a requirement in all documents.

SECTION XXIX

EXECUTION

The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners' Court of Williamson County, Texas, so authorizing. The A/E's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that A/E has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives. This Agreement shall be effective as of the date of the last party's execution of this Agreement.

WILLIAMSON COUNTY:

By: _____
Dan A. Gattis
Williamson County Judge

Date Signed: _____, 20____

A/E:

**RHad Enterprises, Inc., D/B/A Mode Design Company
(formerly also D/B/A Moman Architecture)**

By: Ryan H

Printed Name: Ryan Hansanuwt

Title: President

Date Signed: JULY _____, 2016

Exhibit "A"

Basic Scope of Services

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

THE A/E SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ARCHITECT OR ENGINEER PROFESSIONAL TO BE DETERMINED BY COUNTY AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN THE AGREEMENT.

In consideration of the compensation provided in the Agreement, A/E shall perform the following Scope of Services, based on standard architectural and engineering practices:

A. FIELD VERIFICATION

The A/E shall visit the existing building and/or suite to verify the actual layout and dimensions of the space. The actual measurements of the space will be input into a CAD system that will be used for design phases and to provide accurate square footage calculations.

B. SCHEMATIC DESIGN PHASE SERVICES

1. The A/E shall review the program and other information furnished by the County, and shall review laws, codes, and regulations applicable to the A/E's services.
2. The A/E shall prepare a preliminary evaluation of the County's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The A/E shall notify the County of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
3. The A/E shall present its preliminary evaluation to the County and shall discuss with the County alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches.
4. Based on the County's approval of the preliminary design, the A/E shall prepare Schematic Design Documents for the County's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may, if requested by the County, include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
5. The A/E shall submit to the County an estimate of the Cost of the Work. Architect shall provide for the County's approval a written itemized estimate of the Cost of the Work based upon the

Schematic Design package produced by the A/E, with cost project to the schedule date of completion of the Bidding and Contract Phase of Services. If that estimate does not conform to the initial County-approved budget, and any County-approved amendments thereto, the A/E shall provide a written statement to the County describing the specific reasons for the deviation and suggesting alternative designs or changes that can be made to the design in order to bring the Cost of the Work within the then-current County budget.

6. The A/E shall submit the Schematic Design Documents to the County, and request the County's approval.

7. Based on the County's approval of the Schematic Design Documents, and on the County's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the A/E shall prepare Design Development Documents for the County's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

8. Architect shall provide for the County's approval a written itemized estimate of the Cost of the Work based upon the Design Development package produced by the A/E, with cost project to the schedule date of completion of the Bidding and Contract Phase of Services. If that estimate does not conform to the initial County-approved budget, and any County-approved amendments thereto, the A/E shall provide a written statement to the County describing the specific reasons for the deviation and suggesting alternative designs or changes that can be made to the design in order to bring the Cost of the Work within the then-current County budget.

9. The A/E shall submit the Design Development documents to the County, including the estimate required above, and request the County's approval.

C. CONSTRUCTION DOCUMENTS PHASE SERVICES

1. Based on the County's approval of the Design Development Documents, and on the County's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the A/E shall prepare Construction Documents for the County's approval. The Construction Documents shall indicate in detail the materials, systems, and other requirements for construction of the Work.

2. The A/E shall prepare Construction Documents that conform to the requirements of applicable laws, codes, ordinances, regulations, and other requirements of governmental authorities having jurisdiction over the Project.

3. During the development of the Construction Documents, the A/E shall assist the County in the development and preparation of (1) bidding and procurement information that describes the time,

place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the County and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The A/E shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

4. Upon 75% completion of the Construction Documents, the A/E shall provide for the County's approval a written, itemized estimate of the Cost of the Work with cost project to the schedule date of completion of the Bidding and Contract Phase of Services. If that estimate does not conform to the initial County-approved budget, and any County-approved amendments thereto, the A/E shall provide a written statement to the County describing the specific reasons for the deviation and suggesting alternative designs or changes that can be made to the design in order to bring the Cost of the Work within the then-current County budget.

5. The A/E shall submit the Construction Documents to the County, advise the County of any adjustments to the estimate of the Cost of the Work, take any action required under Section III, and request the County's approval.

D. BIDDING OR NEGOTIATION PHASE SERVICES

1. GENERAL

The A/E shall assist the County in establishing a list of prospective contractors. Following the County's approval of the Construction Documents, the A/E shall assist the County in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

2. COMPETITIVE BIDDING

The A/E shall assist the County and the Williamson County Purchasing Department in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the County.

The A/E shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

3. NEGOTIATED PROPOSALS

The A/E shall assist the County and the Williamson County Purchasing Department in obtaining proposals by

- .1** procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2** organizing and participating in selection interviews with prospective contractors; and
- .3** participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the County.

The A/E shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

E. CONSTRUCTION PHASE SERVICES

1. GENERAL

The A/E shall provide administration of the Contract between the County and the Contractor as set forth below and in the Uniform General Conditions for Williamson County.

The A/E shall advise and consult with the County during the Construction Phase Services. The A/E shall have authority to act on behalf of the County only to the extent provided in this Agreement. The A/E shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the A/E be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The A/E shall be responsible for the A/E's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The A/E's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the A/E issues the final Certificate for Payment.

2. EVALUATIONS OF THE WORK

The A/E shall visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the portion of the Work completed, and to determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the A/E shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the A/E shall keep the County informed about the progress and quality of the portion of the Work completed, and report to the County (1) known deviations from the

Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

The A/E has the authority to reject Work that does not conform to the Contract Documents and to notify County that Architect is rejecting such Work as not conforming to the requirements of the Contract Documents. Whenever the A/E considers it necessary or advisable, the A/E shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the A/E nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the A/E to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

The A/E shall interpret and advise the County of that interpretation on matters concerning performance under, and requirements of, the Contract Documents on written request of either the County or Contractor. The A/E's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

Interpretations by the A/E shall be consistent with the requirements indicated in or reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When approved by County in advance, the A/E's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

Unless otherwise provided, the A/E shall render initial decisions on Claims between the County and Contractor as provided in the Contract Documents or as requested by County.

3. CERTIFICATES FOR PAYMENT TO CONTRACTOR

The A/E shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The A/E's certification for payment shall constitute a representation to the County, based on the A/E's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the A/E's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the A/E.

The issuance of a Certificate for Payment shall not be a representation that the A/E has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the County to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

The A/E shall maintain a record of the Applications and Certificates for Payment.

4. SUBMITTALS

The A/E shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The A/E's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the A/E's professional judgment to permit adequate review.

The A/E shall review and approve or take other appropriate action upon the Contractor's submittals (including Shop Drawings, Product Data and Samples, etc.) as necessary to ascertain their conformance with the requirements for the Work as indicated in the Contract Documents. The A/E's review shall not be conducted for the purposes of confirming dimensions or quantities in those submittals except to the extent that the Contractor has requested the assistance of the A/E to determine certain dimensions because those indicated in the Construction Documents conflict with existing field conditions or because the dimensions in the Construction Documents contain erroneous, inconsistent, or incomplete information or dimensions for which clarification is needed and can be supplied by the A/E. The A/E's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the A/E, of any construction means, methods, techniques, sequences or procedures.

If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the A/E shall specify the appropriate performance and design criteria that such services must satisfy. The A/E shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the A/E.

The A/E shall review and respond to requests for information about the Contract Documents. The A/E shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The A/E's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the A/E shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

The A/E shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

5. PROJECT COMPLETION

The A/E shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the County, for the County's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue

a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

The A/E's inspections shall be conducted with the County to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

When the Work is found to be substantially complete, the A/E shall advise the County about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

The A/E shall forward to the County the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the County against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

Upon request of the County, and prior to the expiration of one year from the date of Substantial Completion, the A/E shall, without additional compensation, conduct a meeting with the County to review the facility operations and performance.

Exhibit "B"

Hourly Rates

<u>Position Classifications</u>	<u>Hourly Rates</u>
Principal	\$200.00
Project Manager	\$150.00
Interior Designer	\$140.00
Designer	\$110.00
Administrative/Clerical	\$90.00

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

The Williamson County Vendor Reimbursement Policy attached hereto shall control in the event there is a conflict between A/E's Rate Schedule and the Williamson County Vendor Reimbursement Policy.

Exhibit “C”

Production Schedule

Field Verification: 10 days from Notice to Proceed issued by County

Schematic Design: 45 days from Notice to Proceed issued by County

Construction Documentation: 45 days from written approval from County of Schematic Design Documents

Bidding and Negotiation: 30 days from issuance notice to bidders or upon start of negotiation with contractors

Construction Contract Review Award: 30 days from initiation of negotiations with selected contractor

Construction Observation: To be determined

Exhibit "D"

Insurance Requirements

During the term of this Agreement, A/E agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate. A/E shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.

A/E shall be responsible for payment of premiums for all of the insurance coverages required under this section. A/E further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$75,000 in the A/E's insurance must be declared and approved in writing by County in advance.

A/E shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by County. A/E shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County and agreed to and hereby acknowledged by the A/E, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Agreement and/or Exhibits which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

Exhibit "E"

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.

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- 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.

Version June 24, 2015 Page 3

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:

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- 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 - Special Session**30.****Meeting Date:** 07/28/2016

2013 Road Bond Transfer

Submitted By: Jaime Aleman, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the transfer of 2013 Road Bond funds per recommendations of Mike Weaver, Road Bond Manager in the amount of \$775,000.00 from Non Departmental (P290) to Kauffman Loop Phase I (P293)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsMemo-Mike Weaver

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jaime Aleman

Final Approval Date: 07/08/2016

Reviewed By

Wendy Coco

Date

07/08/2016 09:38 AM

Started On: 07/07/2016 02:15 PM

1508 S. Lamar Blvd.
Austin, Texas 78704
(512) 445-7074 voice
(512) 445-7064 fax

Prime Strategies, Inc.

Memo

To: Jaime Aleman
Williamson County Auditor's Office

From: Michael J. Weaver

Date: 7/5/2016

Re: 2013 Road Bond Budget Transfer

Per the development agreement between Williamson County and MREC MAG Morning Start, LLC the County is obligated to reimburse the developer \$1,597,000.00 for construction costs related to Kauffman Loop Phase I. The following budget transfer will fund the balance of that obligation.

- Move \$775,000.00 from P-290 Non-Departmental to P-293 Kauffman Loop Phase I

If you have any questions, please let me know.

Cc: Commissioner Cynthia Long, Precinct 2
Commissioner Valerie Covey, Precinct 3
Robert B. Daigh, P.E., Senior Director of Infrastructure
Christen Eschberger, P.E., HNTB
Marie Walters, PSI

Commissioners Court - Special Session**31.****Meeting Date:** 07/28/2016

2006 Road Bond Transfers

Submitted By: Jaime Aleman, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on the transfers to of 2006 Road Bond funds per recommendations of Mike Weaver, Road Bond Manager from RM 620 Interim Improvement (P167) \$81,319.00, Lakecreek Trail (P208) \$8,745.00, Bagdad Road-CR 280 thru SH 29 (P272) \$143,596.00, Williams Drive (P183) \$15,362.00, Reagan Blvd. Phase IV (P196) \$10,435.00, Madrid Drive (P290) \$9,699.00 and CR 108 (P240) \$54,976.00 to Non Departmental (P156) in the total amount of \$324,132.00. Once transfers are complete these projects will be closed.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments2006 Rd Bond Memo

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jaime Aleman

Final Approval Date: 07/08/2016

Reviewed By

Wendy Coco

Date

07/08/2016 09:38 AM

Started On: 07/07/2016 02:48 PM

1508 S. Lamar Blvd.
Austin, Texas 78704
(512) 445-7074 voice
(512) 445-7064 fax

Prime Strategies, Inc.

Memo

To: Jaime Aleman, Williamson County Auditor's Office
Pam, Navarrette, Williamson County Auditor's Office

From: Michael J. Weaver

Date: 7/5/2016

Re: 2006 Road Bond Project Budget Adjustments/Transfers

Please close the following 2006 Road Bond projects and make the necessary transfers:

- Close P-167 RM 620 Interim Improvements and transfer \$81,319.00 to P-156 Non-Departmental/Unallocated Interest
- Close P-208 Lakecreek Trail and transfer \$8,745.00 to P-156 Non-Departmental/Unallocated Interest
- Close P-272 Bagdad Road (CR 280 – SH 29) and transfer \$143,596.00 to P-156 Non-Departmental/Unallocated Interest
- Close P-183 Williams Drive (FM2338) and transfer \$15,362.00 to P-156 Non-Departmental/Unallocated Interest
- Close P-196 Reagan Blvd. Phase IV and transfer \$10,435.00 to P-156 Non-Departmental/Unallocated Interest
- Close P-280 Madrid and transfer \$9,699.00 to P-156 Non-Departmental/Unallocated Interest
- Close P-240 CR 108 and transfer \$54,976.00 to P-156 Non-Departmental/Unallocated Interest

If you have any questions regarding these projects and the transfer of \$324,132.00 to P-156, please let me know.

Cc: Robert B. Daigh, P.E., Senior Director of Infrastructure
Christen Eschberger, P.E., HNTB
Marie Walters, PSI

Commissioners Court - Special Session**32.****Meeting Date:** 07/28/2016

Mays St. Right of Entry

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

Information**Agenda Item**

Discuss, consider and take appropriate action on a Temporary Right of Entry Agreement with WC Round Rock Land Partners, LP for the N. Mays Extension project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsTemporary Right of Entry Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/21/2016

Reviewed By

Wendy Coco

Date

07/21/2016 10:08 AM

Started On: 07/21/2016 09:20 AM

TEMPORARY RIGHT OF ENTRY AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

WHEREAS, WC Round Rock Land Partners, LP, is the fee simple owner of certain tracts of land located at 1 Cypress Cove, Round Rock, Texas 78665 and 2 Cypress Cove, Round Rock, Texas 78665 more particularly described as Cypress Addition, Block A, Lot 1 (79.381± acres), Williamson County, Texas and Cypress Addition, Block A, Lot 2 (30.426± acres), Williamson County, Texas (herein "the Property"); WC Round Rock Land Partners, LP together with its officers, directors, partners, employees, professionals, representatives, consultants, and affiliates are referred to herein as "Owner" for the purposes of this Agreement; and,

WHEREAS, Williamson County and its employees, agents, consulting engineers, contractors, sub-contractors or other representatives, (herein "Condemnor") is desirous of obtaining a Temporary Right of Entry that will permit it the right to enter into and upon the Property, for the sole purposes of land surveying, topographical, engineering, environmental, geotechnical services upon said tract, and for repairing, restoring or curing the property following any request to repair, restore or cure the Property consistent with Paragraph 9 herein; and,

WHEREAS, Owner is desirous of granting permission to Condemnor to assist Condemnor in completing the land surveying, topographical, engineering, environmental, and geotechnical services, or the referenced repairs, restoration or cures upon said tract on the subject tract subject to the below conditions;

NOW, THEREFORE,

It is understood and agreed by the parties hereto that this Temporary Right of Entry is hereby given by Owner to Condemnor, upon the following terms and conditions:

1. That Condemnor, its agents and contractors, shall have the right to enter the Property from and after July 7, 2016, for a period not to exceed nine (9) months, unless extended which extension shall not be reasonably denied, for the purposes described herein. Condemnor shall provide notice to Owner's authorized representative by telephone and email (Aaron Albright, Phone: (512) 809-3924; email: aalbright@wccapitalgroup.com) at least three (3) days prior to each entry onto the Property for the purposes stated herein. Owner reserves the right to have any of its authorized representative(s) be present for any or all operations being performed as a result of the use of this Temporary Right of Entry. Owner agrees to cooperate with Condemnor in allowing Condemnor to have access to the Property under the terms described herein and for the purposes described herein. Condemnor shall not have the

right to enter the Property for any other purpose other than the purposes described herein.

2. That Condemnor shall avoid disturbing paved or heavily landscaped areas, and shall, to the extent reasonably possible, only disturb those areas that are not improved. Any digging or other disturbance of the ground shall immediately be returned as closely as possible to the condition which existed prior to the entry by Condemnor, and all gates will be left in the same manner as they were prior to entry by Condemnor. Some trimming of underbrush and branches for access and line of sight surveying is allowable. No access way to the Property shall be blocked either fully or partially at any time.

3. That Condemnor agrees that it will, at regular intervals and at the termination of this Temporary Right of Entry Agreement, remove any and all trash and other debris brought upon the Property by Condemnor, its employees, servants, agents, or contractors.

4. That Condemnor agrees that it will not discharge any hazardous substances, as that term is defined by applicable law, upon the Property and if any hazardous substances are discharged on the Property, Condemnor will promptly remediate any damage.

5. That any gates used by Condemnor will be closed and secured by Condemnor after passing through same. Further, no fences will be cut or damaged by Condemnor.

6. That the grant herein made shall not prejudice or impair, in any way, Owner's rights to receive full and just compensation for the interest that may be acquired by Condemnor in the Property plus remainder damages, if any, as well as any and all relocations benefits available to Owner under applicable statutes, and that Owner reserves all rights, title, and interest in and to the Property.

7. That Condemnor further agrees that, promptly upon completion thereof or the receipt of a written request therefor, whichever occurs sooner, to make available to Owner for inspection and copying, the final report, survey, assessment, schematic, plans or engineering document created by or on behalf of Condemnor, resulting from the entry to the Property granted herein, including but not limited to surveys and environmental reports, and any other final reports pertaining to the Property's physical condition, which are in Condemnor's possession, custody, or control. Condemnor further agrees to provide Owner with all engineering plans and preliminary schematics, drawings, and plans depicting the Williamson County roadway project that is the subject of this Temporary Right of Entry in accordance with this paragraph.

8. That Condemnor its employees, agents, consulting engineers, contractors, sub-contractors or other representatives working on Condemnor's behalf and gaining access under this Temporary Right of Entry agree **to indemnify, defend, and hold Owner harmless from all claims, liability, and damages arising from, or in any way**

connected with the access of the Property pursuant to this Temporary Right of Entry and/or for the purposes described herein, whether by Condemnor, its employees, agents, consulting engineers, contractors, sub-contractors or other representatives, under said Temporary Right of Entry, except for such claims, liabilities, or damages arising from Owner's sole gross negligence or willful misconduct.


9. That Condemnor will promptly and fully repair, restore, cure or reimburse Owner for any and all damage to any real or personal property of Owner caused by Condemnor's actions and/or the actions of its employees, agents, consulting engineers, contractors, sub-contractors or other representatives within thirty (30) calendar days from the date of occurrence or the date Owner notifies Condemnor of the damage, whichever is earlier. Condemnor shall make said repairs, restorations or cures or pay any of the sums which may become due and owing hereunder as a result of the actions or inactions of its employees, agents, consulting engineers, contractors, sub-contractors or other representatives. Owner shall not be required to seek action or recovery of any of such sums from the offending entity, rather Condemnor shall ensure that the proper action or payment of such sums to Owner occur in accordance with this paragraph, and then it will be Condemnor's burden to seek repayment should it so desire.

IN WITNESS WHEREOF, Owner and Condemnor have caused this instrument to be executed on this _____ day of _____ 2016.

OWNER(S):

WC Round Rock Land Partners, LP

By: WC Round Rock Land Partners GP, LLC,
its General Partner

By: 
Name: Natin Paul
Title: Manager

CONDEMNOR:

Williamson County

By: _____

Printed Name: _____

Title: _____

Commissioners Court - Special Session**33.****Meeting Date:** 07/28/2016

Early Voting polling locations and schedule for the uniform election date of 11/8/2016.

Submitted For: Chris Davis**Submitted By:** Julie Seippel, Elections**Department:** Elections**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take any appropriate action regarding the approval of the early voting by personal appearance full time polling locations and voting hours for the General Election to be held November 8, 2016.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsFull Time Early Voting

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Seippel

Final Approval Date: 07/19/2016

Reviewed By

Wendy Coco

Date

07/19/2016 03:46 PM

Started On: 07/18/2016 01:00 PM

Williamson County Early Voting Schedule

Horario de la Votación Adelantada del Condado de Williamson

Joint General and Special Elections - November 8, 2016

Elecciones Generales y Especiales Conjuntas – 8 de noviembre del 2016

Dates and Times for Full-Time Locations- Fechas y horarios para localidades de tiempo completo:

Monday, October 24 through Friday, November 4

7:00 am to 7:00 pm

Sunday, October 30

12:00 pm to 6:00 pm

Del Lunes 24 de octubre al Viernes 4 de noviembre

7:00 am – 7:00 pm

Domingo, 30 de octubre

12:00 pm – 6:00 pm

Main Location- Localidad Central:

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

Branch Locations - Otras localidades:

Georgetown ISD Administration Building, 603 Lakeway Drive, Georgetown

Parks & Recreation Administration Building, 1101 N. College Street, Georgetown

Cowan Creek Amenity Center, 1433 Cool Spring Way, Georgetown

Baca Senior Center, 301 W. Bagdad Street, Building 2, Round Rock

Round Rock Randalls, 2051 Gattis School Road, Round Rock

Brushy Creek Community Center, 16318 Great Oaks Drive, Round Rock

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

Anderson Mill Limited District, 11500 El Salido Parkway, Austin

McNeil High School Performing Arts Center, 5720 McNeil Drive, Austin

Cedar Park Public Library, 550 Discovery Boulevard, Cedar Park

Cedar Park Randalls, 1400 Cypress Creek Road, Cedar Park

Pat Bryson Municipal Hall, 201 N. Brushy Street, Leander

Hutto ISD Administration Building, 200 College Street- Back entrance, Hutto

Taylor City Hall, 400 Porter Street, Taylor

Commissioners Court - Special Session**34.****Meeting Date:** 07/28/2016

Election Day Vote Centers for the uniform election date of 11/8/2016.

Submitted For: Chris Davis**Submitted By:** Julie Seippel, Elections**Department:** Elections**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on the approval of the Vote Centers to be used for the General Election to be held November 8, 2016.

Background

Sixty-one Vote Centers are being recommended for November 8, 2016. With the following exceptions, these are the same Election Day polling locations as those used for the 2016 Primary Election:

St. Peter's Church of Coupland to replace Coupland School.

Jarrell Fire Station #2 to replace Jarrell Memorial Park.

Addition of RRISD Performing Arts Center at McNeil High School.

Georgetown Airport and Bluebonnet Trail Community Center will not be Vote Centers for this election.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Election Day Vote Centers

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Seippel

Final Approval Date: 07/19/2016

Reviewed By

Wendy Coco

Date

07/19/2016 03:46 PM

Started On: 07/18/2016 01:04 PM

Williamson County
Joint General and Special Elections
Tuesday, November 8, 2016

Registered voters may vote at any location listed below

Los votantes registrados podrán votar en cualquiera de los lugares de votación listados abajo

Vote Center Locations

7:00 am - 7:00 pm

Locaciones de Centros de Votos

City	Location	Address	Zip
AUSTIN	Anderson Mill Limited District	11500 El Salido Parkway	78750
	Bethany United Methodist Church	10010 Anderson Mill Road	78750
	Gateway Church	7104 McNeil Drive	78729
	Kelly Reeves Athletic Complex	10211 W Parmer Lane	78717
	La Quinta Inn & Suites	10701 Lakeline Mall Drive	78717
	Lord of Life Lutheran Church	9700 Neenah Avenue	78717
	McNeil High School Performing Arts Center	5800 McNeil Drive	78729
	Northwest Fellowship Church	13427 Pond Springs Road	78729
	Rattan Creek Park Community Center	7617 Elkhorn Mountain Trail	78729
BARTLETT	Bartlett Town Hall	140 W Clark Street	76511
CEDAR PARK	Cedar Park City Hall	450 Cypress Creek Road Building 3	78613
	Cedar Park High School	2150 Cypress Creek Road	78613
	Cedar Park Library	550 Discovery Boulevard	78613
	Cedar Park Randalls	1400 Cypress Creek Road	78613
	Cedar Park Recreation Center	1435 Main St- Town Center	78613
	Highland Estates Independent Retirement Living	1500 N Lakeline Boulevard	78613
	Vista Ridge High School	200 S Vista Ridge Boulevard	78613
COUPLAND	St Peter's Church of Coupland	108 Wathen Street	78615
FLORENCE	Andice Community Center	6600 FM 970	76527
	Florence High School	401 FM 970	76527
GEORGETOWN	County Central Maintenance Facility	3151 SE Inner Loop	78626
	Cowan Creek Amenity Center	1433 Cool Spring Way	78633
	Estrella Oaks Rehabilitation & Care	4011 Williams Drive	78628
	First Baptist Church-Georgetown	1333 W University Avenue	78628
	GISD Administration Bldg	603 Lakeway Drive	78628
	Parks and Recreation Administration Building	1101 N College Street	78626
	Main Street Baptist- Ministry Center	111 W 10th Street	78626
	San Gabriel Presbyterian Church	5404 Williams Drive	78633
	Sun City Social Center	2 Texas Drive	78633
	The Caring Place Annex	2001 Railroad Street	78626
	Williamson County Inner Loop Annex	301 SE Inner Loop	78626
GRANGER	SPJST Hall	114 W Davilla Street	76530
HUTTO	Hutto City Hall	401 Front Street	78634
	Hutto ISD Administration Building	200 College Street	78634
JARRELL	Jarrell Fire Station #2	155 CR 313 E	76537
LEANDER	Leander Church of Christ	300 Crystal Falls Parkway	78641
	Leander High School	3301 S Bagdad Road	78641
	Leander Public Library	1011 S Bagdad Road	78641
	Pat Bryson Municipal Hall	201 N Brushy Street	78641
	Rouse High School	1222 Raider Way	78641

Williamson County
Joint General and Special Elections
Tuesday, November 8, 2016

City	Location	Address	Zip
LIBERTY HILL	Liberty Hill High School	16500 W SH 29	78642
ROUND ROCK	Baca Senior Center	301 W Bagdad Avenue Building 2	78664
	Brushy Creek Community Center	16318 Great Oaks Drive	78681
	Cedar Ridge High School	2801 Gattis School Road	78664
	Dell Diamond	3400 E Palm Valley Boulevard	78664
	Fern Bluff MUD Community Center	7320 Wyoming Springs Drive	78681
	Forest Creek Elementary School	3505 Forest Creek Drive	78664
	JB & Hallie Jester Annex	1801 E Old Settlers Boulevard	78664
	Round Rock High School	300 N Lake Creek Drive	78681
	Round Rock Presbyterian Church	4010 Sam Bass Road	78681
	Round Rock Randalls	2051 Gattis School Road	78664
	Round Rock Sports Center	2400 Chisholm Trail	78681
	San Gabriel Rehabilitation & Care	4100 College Park Drive	78665
	Sleep Inn & Suites	1980 South IH 35	78681
	Teravista Community Center	4211 Teravista Club Drive	78665
	The Fellowship Church of Round Rock	3379 Gattis School Road	78664
TAYLOR	Main Street Events Center	3101 North Main Street	76574
	Taylor City Hall	400 Porter Street	76574
	Taylor Public Library	801 Vance Street	76574
THRALL	St John Lutheran Church	409 S Main Street	76578
WEIR	First Baptist Church of Weir	315 FM 1105	78674

Commissioners Court - Special Session**36.****Meeting Date:** 07/28/2016

2015 Certificates of Obligations Budget Transfers

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

Information**Agenda Item**

Discuss and take action to approve the attached budget transfers for the 2015 Certificates of Obligation.

Background

These transfers create the budgets that were discussed and approved on July 12, 2016.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

2015 Certificates of Obligation Project Transfers

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 07/21/2016

Reviewed By

Wendy Coco

Date

07/21/2016 11:28 AM

Started On: 07/21/2016 11:11 AM

Transfers for 2015 CO Bond

From	P356-2015 CO Non-Departmental	\$1,500,000
To	P323-SO Training Building	\$1,500,000
From	P356-2015 CO Non-Departmental	\$2,012,278.49
From	P411-Jail Plumbing	\$787,721.51
To	P324-North Campus Improvements	\$2,800,000
From		
To		

Commissioners Court - Special Session**37.****Meeting Date:** 07/28/2016

2014 Capital Improvement Program Budget Transfers

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

Information**Agenda Item**

Discuss and take appropriate action to approve the attached budget transfers for the 2014 Capital Improvement Program.

Background

These transfers will make the funds available per the July 12, 2016 discussion and approval of project budgets.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

2014 Capital Improvement Program Transfers

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 07/21/2016

Reviewed By

Wendy Coco

Date

07/21/2016 11:28 AM

Started On: 07/21/2016 11:24 AM

2014 CIP Transfers

From	P17-FE Jail Water Control	\$403.53
From	P412 Splash Pad Repairs	\$128.76
From	P426 Twin Lakes Parks Parking Lot	\$93,528.54
To	P312 Finish out Justice Ctr	\$94,060.83

Commissioners Court - Special Session**38.****Meeting Date:** 07/28/2016

2015 Capital Improvement Program Budget Transfers

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

Information**Agenda Item**

Discuss and take appropriate action to approve the attached transfers for the 2015 Capital Improvement Program.

Background

These transfers will place the funds in appropriate budgets per the discussion and approval of project budgets on the July 12, 2016 agenda.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

2015 Capital Improvement Program Transfers

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 07/21/2016

Reviewed By

Wendy Coco

Date

07/21/2016 11:32 AM

Started On: 07/21/2016 11:27 AM

Transfers for 2015 CIP

2015 CIP

From	P330 Landfill Expansion	\$11,273.72
To	P312 Finish Out Justice Ctr	\$11,273.72

Commissioners Court - Special Session**39.****Meeting Date:** 07/28/2016

2017 Capital Improvement Program Budget Allocations

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

Information**Agenda Item**

Discuss and take action to allocate funds from cash ending for the Fiscal Year 2017 Capital Improvement Program.

Background

The court has been allocating a portion of cash ending above that amount retained by policy for Capital Improvement Items. This item allocates a total of \$8.8 million from cash ending which represents the annual allocation of \$6 million along with \$2.8 million that was deposited in Fiscal Year 2015 related to a settlement regarding repairs at the County Jail. Attached is a list that reflects the discussion on July 12, 2016. There is one new project added which is the Cedar Park Annex highlighted in red.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

2017 Capital Improvement Program Budgets

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 07/21/2016

Reviewed By

Wendy Coco

Date

07/21/2016 11:52 AM

Started On: 07/21/2016 11:32 AM

2017 CIP

Allocate \$6,000,000 Plus \$2,800,000 received from lawsuit settlement

P312	Finish Out Justice Ctr	\$794,665.45
P411	Jail Plumbing	\$3,457,160.20
P435	Animal Shelter Expansion Ph 1	\$2,000,000
P430	Dam 7 Regional Trail	163600
P???	Cedar Park Annex	\$1,800,000

\$8,215,425.65

\$584,574.35

Commissioners Court - Special Session**40.****Meeting Date:** 07/28/2016

DWI/Drug Court Resolution for FY17

Submitted By: Melissa Ramos, Adult Probation**Department:** Adult Probation**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a resolution supporting the grant application for funding for the Williamson County DWI/Drug Court from the Office of the Governor's Criminal Justice Division.

Background

The Williamson County DWI/Drug Court began in 2006 with a grant through the Office of the Governor, Criminal Justice Division. The DWI/Drug Court was established to handle offenders charged with misdemeanor arrests involving drugs and impaired driving. The court is operated by the Williamson County CSCD (Adult Probation) in County Court at Law 2. Adult Probation provides any needed match for the program and no funds are requested from the Williamson County budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[DWI/Drug Court Resolution](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melissa Ramos

Final Approval Date: 07/18/2016

Reviewed By

Wendy Coco

Date

07/18/2016 08:41 AM

Started On: 07/15/2016 01:32 PM

STATE OF TEXAS

County of Williamson

Know all men by these presents:

That on the 26th day of July, 2016 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present.

Dan A. Gattis, County Judge
Lisa L. Birkman, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valarie Covey, Commissioner Precinct Three
Ron Morrison, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

RESOLUTION

WHEREAS, The Williamson County Commissioner's Court finds it in the best interest of the citizens of Williamson County, that the Williamson County DWI/Drug Court be operated for the fiscal year 2017; and

WHEREAS, Williamson County Commissioner's Court agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division grant application; and

WHEREAS, Williamson County Commissioner's Court agrees that in the event of loss or misuse of the Office of the Governor funds, Williamson County assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Williamson County Commissioner's Court designates the Director of Williamson County CSCD (Adult Probation Department) as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Williamson County Commissioner's Court approves submission of the grant application for the Williamson County DWI/Drug Court to the Office of the Governor.

Signed by:

Dan A. Gattis, County Judge
Williamson County, Texas

Passed and Approved this 26 of July, 2016.

Grant Number: 1869511

Commissioners Court - Special Session**41.****Meeting Date:** 07/28/2016

Veterans Court Resolution

Submitted For: Cynthia Long**Submitted By:** Kathy Pierce, Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on resolution for the Williamson County Veterans Treatment Court grant.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsVeterans Court Resolution

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 07/13/2016

Reviewed By

Rebecca Clemons

Date

07/13/2016 03:39 PM

Started On: 07/13/2016 10:45 AM

STATE OF TEXAS

County of Williamson

Know all men by these presents:

That on the 26th day of July, 2016 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present.

Dan A. Gattis, County Judge
Lisa L. Birkman, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valarie Covey, Commissioner Precinct Three
Ron Morrison, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

RESOLUTION

WHEREAS, The Williamson County Commissioner's Court finds it in the best interest of the citizens of Williamson County, that the Williamson County Veterans Treatment Court be operated for the fiscal year 2017; and

WHEREAS, Williamson County Commissioner's Court agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division grant application; and

WHEREAS, Williamson County Commissioner's Court agrees that in the event of loss or misuse of the Office of the Governor funds, Williamson County assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Williamson County Commissioner's Court designates the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Williamson County Commissioner's Court approves submission of the grant application for the Williamson County Veterans Treatment Court to the Office of the Governor.

Signed by:

Dan A. Gattis, County Judge
Williamson County, Texas

Approved this _____ day of July, 2016.

Grant Number: 2758103

Commissioners Court - Special Session**42.****Meeting Date:** 07/28/2016

Capital Area Housing Finance Corporation Resolution

Submitted For: Cynthia Long**Submitted By:** Kathy Pierce, Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on appointment of Greg Boatright to the Capital Area Housing Finance Corporation Board of Directors for a four-year term beginning October 22, 2015 and ending October 21, 2019.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsResolution of Appointment

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 07/15/2016

Reviewed By

Wendy Coco

Date

07/15/2016 08:38 AM

Started On: 07/14/2016 04:13 PM

State of Texas
County of Williamson
Know all men by these presents:

That on the 26th day of July, 2016 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Dan A. Gattis, County Judge
Lisa L. Birkman, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Ron Morrison, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

RESOLUTION

**MAKING AN APPOINTMENT TO THE BOARD OF DIRECTORS OF THE
CAPITAL AREA HOUSING FINANCE CORPORATION**

WHEREAS, The Articles of Incorporation of the Capital Area Housing Finance Corporation authorize the Commissioners Court of Williamson County, Texas, to appoint one director of the Corporation; and

WHEREAS, The term of the current director from Williamson County, Greg Boatright, expires October 21, 2015.

NOW THEREFORE BE IT RESOLVED by the Commissioners Court of Williamson County, Texas, that:

_____ is appointed to the Board of Directors of the Capital Area Housing Finance Corporation to serve a four-year term beginning October 22, 2015 and ending October 21, 2019, or until his successor is duly appointed and qualified.

RESOLVED THIS _____ DAY OF _____, 2016.

Dan A. Gattis – County Judge

Attest:

Nancy Rister - County Clerk

Commissioners Court - Special Session**43.****Meeting Date:** 07/28/2016

Helfand - Crisp

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 regarding employment of the law firm of Lewis Brisbois Bisgaard & Smith LLP to represent Williamson County and the Williamson County Sheriff's Office in relation to Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; in the United States District Court for the Western District of Texas, Austin Division; and exemption of those attorney 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 Section 262.024(a)(4) of the Texas Local Government Code.

Background

Williamson County had originally retained the firm of Chamberlain Hrdlicka for representation in this lawsuit. The attorney that was lead counsel for Williamson County, William "Bill" Helfand, has since changed firms and has moved to the firm of Lewis Brisbois Bisgaard & Smith LLP. Thus, a new engagement letter is necessary in order to continue to receive representation in this matter from Mr. Helfand.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Eng Letter Helfand Crisp](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 07/15/2016

Reviewed By

Wendy Coco

Date

07/15/2016 09:59 AM

Started On: 07/15/2016 09:06 AM

WILLIAM S. HELFAND
DIRECT DIAL: 832.460.4614
BILL.HELFAND@LEWISBRISBOIS.COM

July 14, 2016

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

Re: Representation of Williamson County in Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; in the USDC-WD-Austin Division.

Dear Judge Gattis:

The purpose of this correspondence is to, upon execution: 1) establish an attorney client relationship between Lewis Brisbois Bisgaard & Smith LLP ("LBBS" or "the Firm") and Williamson County, Texas ("County"); 2) define the scope of the Firm's representation of the County; and 3) establish other material terms and conditions of the representation, including but not limited to the financial terms. This correspondence may be referred to as "Engagement Letter" or the "Agreement."

Please read the Engagement Letter with care. By executing this Engagement Letter, You are entering into a contract that is binding on both the Firm and the County, on the following terms and conditions.

1. PARTIES TO ENGAGEMENT LETTER

The parties to the Agreement are LBBS and Williamson County, Texas. No other person or entity shall be entitled to claim an attorney client relationship with the Firm with respect to the legal services to be provided pursuant to the Engagement Letter.

2. INCEPTION OF ATTORNEY CLIENT RELATIONSHIP

No attorney client relationship will exist between LBBS and Williamson County, Texas until an authorized representative of the County has executed and returned the Agreement.

3. SCOPE OF REPRESENTATION:

LBBS will perform only those legal services you assign to us. The general scope of our representation will be to provide advice and counsel on legal matters addressed by the County as well as representation in arbitrations and litigation as you may request in writing. The County shall have no expectation the Firm will provide legal services beyond those set forth herein, unless LBBS and the County amend the Engagement Letter in writing or execute a separate agreement with respect to any such additional legal services.

4. DUTIES OF CLIENT/THE COUNTY

The County agrees to provide LBBS with complete and accurate information and documents, cooperate, keep us informed of relevant developments, abide by this Agreement, and pay our statements on time.

5. LEGAL FEES

We will charge the County for the services we provide under the Agreement based on the amount of time we devote to the matter at the hourly rates for the particular professionals as set forth on Exhibit B. We bill in minimum units of 6 minutes, or .1 hour. We will staff the handling of the matter with the partners, associates, paralegals and/or other personnel we believe appropriate, at the rate we establish for each such timekeeper, although we will discuss the staffing of any matter with the County at any time, and will accept the County's input on staffing decisions.

6. COSTS, EXPENSES, AND OTHER CHARGES

We will incur on the County's behalf various costs and expenses in performing legal services under the Agreement. You agree to pay for those costs and expenses, in addition to the hourly fees. In addition, it may become necessary to hire persons or entities outside LBBS, including but not limited to consultants, experts, investigators, co-counsel, or other professionals. We will select any consultants or investigators to be hired after consultation with the County, and the County agrees to honor the terms and conditions of any agreement that we enter into on the County's behalf, including any requirement that the County pay such third-parties directly for their work, with any such outside person or entity.

7. PERIODIC STATEMENTS AND BILLING TERMS

Our practice is to send periodic statements for services rendered and for costs incurred during the previous month or months on the County's behalf. The detail in the periodic statement will inform the County of both the nature and progress of work and of the fees and costs billed for such services.

The reduced rates we have provided are based upon the County's promise to promptly pay all statements, no later than 30 days after receipt. Delays in payment may cause the County to lose this preferred rate structure.

We do our best to see that our clients are satisfied not only with our services, but also with the reasonableness of the fees and costs. Therefore, while we urge the County to raise any question about or objection to a fee statement, the County should do so promptly, in writing, within thirty (30) days receipt of the invoice. If the timely objects in writing to a portion of a statement, the County will pay the remainder of the statement which is not in dispute. We agree to accept such partial payment without claiming the County has waived its right to contest the unpaid portion of the bill. Failure to pay the undisputed amount of any invoice in full promptly shall constitute grounds for termination of this Engagement Letter and withdrawal of the Firm from representation, as more fully discussed in Paragraph 11 ahead. Unpaid, uncontested statements may be subject to an interest charge, may subject the County payment of our attorney's fees and costs to collect, and may lead to our withdrawal from the County's representation.

8. WAIVER OF GOVERNMENTAL IMMUNITY

To the extent necessary to allow LBBS to collect on its statements, including any interest and/or attorney's fees and costs related to such collection efforts, the County waives any claim of immunity from suit and/or immunity from liability that might otherwise apply to a claim for collection of a sworn account, quantum meruit, or breach of contract and the County further consents to all remedies that may be available under Texas law including reasonable and necessary attorney's fees related to any collection efforts LBBS reasonably incurs.

9. TERMINATION OF THE FIRM BY YOU

You shall have the right to terminate this Engagement Letter and discharge the Firm at any time. However, to be effective, termination or discharge of the Firm must be in writing. In such event, the County authorizes the Firm to make and retain a duplicate of any file materials we may have.

The County shall bear all reasonable costs of transferring the new matter to counsel chosen by it.

The attorney client relationship between the Firm and the County shall end upon discharge of the Firm by the County pursuant to this paragraph. However, such discharge shall not relieve the County of any obligation to pay fees and costs incurred prior to the discharge, as well as any fees and costs expended after the discharge to the extent reasonably required, in the Firm's sole discretion, to protect the County's interests, including those incurred prior to a court order substituting new counsel or permitting withdrawal of the Firm from any litigation.

10. WITHDRAWAL FROM REPRESENTATION BY THE FIRM

The Firm shall be, in the exercise of its discretion, permitted to withdraw from representation whenever required or not prohibited from doing so by law or court order. In addition, the Firm may withdraw as counsel at any time if withdrawal can be accomplished without material adverse effects on the interests of the County.

11. DOCUMENT STORAGE POLICY

On termination of a matter, the Firm will maintain file documents for 5 years, or any alternate period as determined by Texas law. Upon termination of any matter, the County has the right to take possession of the file. If the County chooses to take possession of the file materials, the firm may copy all or any part of the file as the County may direct, at the County's cost.

12. CHOICE OF LAW/FORUM SELECTION

This Agreement is deemed to have been executed, and is intended to be performed in the state of Texas, subject to its laws, regardless of whether services are actually rendered outside of the State. Any dispute arising from this agreement shall be governed by the laws of the state of Texas. The venue for the judicial resolution of such dispute shall be proper only within the state of Texas.

13. NO PROMISES OR GUARANTEES

You understand that LBBS has made no representation or guarantee concerning the outcome of any matter on which we may work on behalf of the County.

14. LEGAL MALPRACTICE INSURANCE

As of the date of this letter, Lewis Brisbois Bisgaard & Smith LLP has errors and omissions (legal malpractice) insurance applicable to the services to be rendered pursuant to this Agreement, subject to any applicable deductible or self-insured retention.

15. MODIFICATION IN WRITING ONLY

While LBBS may, with prior written authorization notice to the client, change the rates on Exhibit B, no change to this Agreement shall be effective unless and until confirmed in writing and signed and acknowledged by the Firm and the County with express reference to this Agreement. This Engagement Letter embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or other agreements, either oral or written, between the Firm and You.

16. TEXAS STATE BAR STATEMENT

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file complaint. For more information, please call 1-800-932-1900. This is a toll free call.

17. COUNTERPARTS AND FACSIMILES EFFECTIVE

This Agreement may be signed in counterpart. Facsimile or imaged signature pages executed by the Firm or You shall be effective as original signatures.

Thank you for choosing Lewis Brisbois Bisgaard & Smith LLP as counsel for the County. We look forward to working with the County and thank you once again for the opportunity to serve the County.

Accepted and agreed by
Williamson County, Texas
through its authorized representative:

Judge Dan Gattis

Dated: _____

Best regards,



William S. Helfand
LEWIS BRISBOIS BISGAARD & SMITH LLP

SCHEDULE "B":

RATE SCHEDULE AND COST/EXPENSE ITEMS SCHEDULE

A. Identification

Client(s): Williamson County, Texas

Matter: Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; in the USDC-WD-Austin Division.

B. Hourly rates for legal personnel

\$340 to \$390 Partners, depending upon experience

\$230 to \$275 Associates, depending upon experience

\$190 Paralegals

C. Standard charges

We charge for our time in minimum units of .1 hours (6 minutes).

D. Costs and expenses incurred on Your behalf may include but are not limited to:

Process server fees At cost

Filing fees or other fees fixed by law or assessed by public agencies At cost

Meals At cost

Parking At cost

Travel expenses including e.g., lodging, air fare, taxis, public transportation, car rental, and meals At cost

Facsimiles \$.25 per page

Deposition costs At cost

Experts, consultants or investigators At cost

Computer Research At cost, plus facilities surcharge (approximately \$5.00/minute)

Word processing support \$35.00 per hour

Mileage At the Internal Revenue Service's business mileage reimbursement guidelines

Messenger and other delivery fees	At cost
Photocopying and other reproduction costs	In-house - \$0.10 per page Outside service-At cost
After hours building services (when dictated by special client need)	At cost

Commissioners Court - Special Session**44.****Meeting Date:** 07/28/2016

Helfand Belcher

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 regarding employment of the law firm of Lewis Brisbois Bisgaard & Smith LLP to represent Williamson County and the Williamson County Sheriff's Office in relation to in relation to the claims of Royce Belcher; and exemption of those attorney 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 Section 262.024(a)(4) of the Texas Local Government Code.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsEng Letter Helfand Belcher

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 07/15/2016

Reviewed By

Wendy Coco

Date

07/15/2016 09:59 AM

Started On: 07/15/2016 09:58 AM

WILLIAM S. HELFAND
DIRECT DIAL: 832.460.4614
BILL.HELFAND@LEWISBRISBOIS.COM

July 14, 2016

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

Re: Representation of Williamson County in relation to the claims of Royce
Belcher.

Dear Judge Gattis:

The purpose of this correspondence is to, upon execution: 1) establish an attorney client relationship between Lewis Brisbois Bisgaard & Smith LLP ("LBBS" or "the Firm") and Williamson County, Texas ("County"); 2) define the scope of the Firm's representation of the County; and 3) establish other material terms and conditions of the representation, including but not limited to the financial terms. This correspondence may be referred to as "Engagement Letter" or the "Agreement."

Please read the Engagement Letter with care. By executing this Engagement Letter, You are entering into a contract that is binding on both the Firm and the County, on the following terms and conditions.

1. PARTIES TO ENGAGEMENT LETTER

The parties to the Agreement are LBBS and Williamson County, Texas. No other person or entity shall be entitled to claim an attorney client relationship with the Firm with respect to the legal services to be provided pursuant to the Engagement Letter.

2. INCEPTION OF ATTORNEY CLIENT RELATIONSHIP

No attorney client relationship will exist between LBBS and Williamson County, Texas until an authorized representative of the County has executed and returned the Agreement.

3. SCOPE OF REPRESENTATION:

LBBS will perform only those legal services you assign to us. The general scope of our representation will be to provide advice and counsel on legal matters addressed by the County as well as representation in arbitrations and litigation as you may request in writing. The County shall have no expectation the Firm will provide legal services beyond those set forth herein, unless LBBS and the County amend the Engagement Letter in writing or execute a separate agreement with respect to any such additional legal services.

4. DUTIES OF CLIENT/THE COUNTY

The County agrees to provide LBBS with complete and accurate information and documents, cooperate, keep us informed of relevant developments, abide by this Agreement, and pay our statements on time.

5. LEGAL FEES

We will charge the County for the services we provide under the Agreement based on the amount of time we devote to the matter at the hourly rates for the particular professionals as set forth on Exhibit B. We bill in minimum units of 6 minutes, or .1 hour. We will staff the handling of the matter with the partners, associates, paralegals and/or other personnel we believe appropriate, at the rate we establish for each such timekeeper, although we will discuss the staffing of any matter with the County at any time, and will accept the County's input on staffing decisions.

6. COSTS, EXPENSES, AND OTHER CHARGES

We will incur on the County's behalf various costs and expenses in performing legal services under the Agreement. You agree to pay for those costs and expenses, in addition to the hourly fees. In addition, it may become necessary to hire persons or entities outside LBBS, including but not limited to consultants, experts, investigators, co-counsel, or other professionals. We will select any consultants or investigators to be hired after consultation with the County, and the County agrees to honor the terms and conditions of any agreement that we enter into on the County's behalf, including any requirement that the County pay such third-parties directly for their work, with any such outside person or entity.

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16. TEXAS STATE BAR STATEMENT

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17. COUNTERPARTS AND FACSIMILES EFFECTIVE

This Agreement may be signed in counterpart. Facsimile or imaged signature pages executed by the Firm or You shall be effective as original signatures.

Thank you for choosing Lewis Brisbois Bisgaard & Smith LLP as counsel for the County. We look forward to working with the County and thank you once again for the opportunity to serve the County.

Accepted and agreed by
Williamson County, Texas
through its authorized representative:

Judge Dan Gattis

Dated: _____

Best regards,



William S. Helfand
LEWIS BRISBOIS BISGAARD & SMITH LLP

SCHEDULE "B":

RATE SCHEDULE AND COST/EXPENSE ITEMS SCHEDULE

A. Identification

Client(s): Williamson County, Texas

Matter: Representation of Williamson County in relation to the claims of Royce Belcher.

B. Hourly rates for legal personnel

\$340 to \$390 Partners, depending upon experience

\$230 to \$275 Associates, depending upon experience

\$190 Paralegals

C. Standard charges

We charge for our time in minimum units of .1 hours (6 minutes).

D. Costs and expenses incurred on Your behalf may include but are not limited to:

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Filing fees or other fees fixed by law or assessed by public agencies At cost

Meals At cost

Parking At cost

Travel expenses including e.g., lodging, air fare, taxis, public transportation, car rental, and meals At cost

Facsimiles \$.25 per page

Deposition costs At cost

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Computer Research At cost, plus facilities surcharge (approximately \$5.00/minute)

Word processing support \$35.00 per hour

Mileage At the Internal Revenue Service's business mileage reimbursement guidelines

Messenger and other delivery fees	At cost
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After hours building services (when dictated by special client need)	At cost

Commissioners Court - Special Session**45.****Meeting Date:** 07/28/2016

Bluebonnet Eas

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 approving and granting an Abutting Easement to Bluebonnet Electric Cooperative, Inc. in relation to a 1.144 acre tract of land in Precinct 4 that is situated adjacent to the First Shiloh Baptist Church.

Background

The Abutting Easement only provides Bluebonnet Electric with the ability to enter the easement area in order to maintain, repair, upgrade, etc. the electric facilities that are to be placed on the the adjacent property that is owned by First Shiloh Baptist Church. There will not be any facilities in, on and under the county's property. The county will continue to be able to use the easement area.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Bluebonnet Shiloh Easement](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 07/18/2016

Reviewed By

Wendy Coco

Date

07/18/2016 08:41 AM

Started On: 07/15/2016 10:18 AM

ABUTTING EASEMENT

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

This Easement is made between **Williamson County, Texas**, (hereinafter referred to as "Grantor"), and **Bluebonnet Electric Cooperative, Inc.**, whose post office address is P. O. Box 729, Bastrop, Texas 78602 (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS and CONVEYS to Grantee, and Grantee's successors and permitted assigns, a non-exclusive Abutting Easement (the "Easement") to allow for overhead electric facilities to be placed, constructed, repaired and maintained on the adjacent property owner's property (collectively, the "Facilities") on the Property described as **a tract of land consisting of approximately 1.144 acres described in a deed or other instrument recorded in Document No. 2011028490 , Real Property Records of Williamson County, Texas**. The Easement shall be a fifteen foot wide strip as described and depicted by the drawing labeled **Exhibit A**, which is attached hereto and made a part hereof for all purposes (referred to as the "Easement Area").
2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.
3. The Easement, with its rights and privileges, shall be used only for the purpose of allowing Grantee to place, construct, repair, maintain, rebuild, replace, upgrade or remove the Facilities that are to be located on the adjacent property owner's property, as depicted in **Exhibit "A"**, and Grantee acknowledges and agrees that no Facilities shall be placed in, on, under or over the Easement Area. Grantee acknowledges and agrees that in no event shall the rights of Grantee in the Easement include any other types of rights, interests or use(s) other than such rights, interests or use(s) as specifically set forth herein.
4. Grantee shall not, without the prior written consent of Grantor, grant, transfer or otherwise assign any right or interest which Grantee receives under this instrument to any individual or entity who is not a party hereto. Any permitted assignment of this Easement and of the rights of the Grantee hereunder shall include an express assumption by the permitted assignee of the obligations set forth herein.
5. The duration of the Easement shall be perpetual and this Easement may only be terminated pursuant to a written instrument signed by both Grantor and Grantee.
6. The Easement and the rights and privileges granted by this instrument are NON-EXCLUSIVE. Grantor and Grantor's successors and assigns shall be allowed to convey any

other easement, license, or non-conflicting right to use the Easement Area for any purpose which will not directly interfere with or prevent Grantee's use thereof.

7. Grantor shall retain full use of the Easement Area for any purpose not prohibited by the terms of this instrument.
8. Should Grantee or Grantee's agents, in the exercise of Grantee's rights hereunder, ever damage Grantor's property, whether it be real or personal property that is located within the Easement Area or within areas adjoining the Easement Area, Grantee shall be liable for such damage and Grantee shall be obligated to immediately repair the damaged property to its prior condition.
9. The terms of this instrument shall be binding upon Grantor, and Grantor's successors and assigns; shall bind and inure to the benefit of the Grantee and any successors or permitted assigns of Grantee; and shall be deemed to be a covenant running with the land.
10. This instrument contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Easement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.
11. Grantor and Grantor's successors and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this instrument to Grantee and Grantee's successors and permitted assigns, against every person lawfully claiming or to claim all or any part thereof, by, through or under Grantor, but not otherwise, subject to the terms and provisions hereof and all matters of record or visible and apparent on the ground, to the extent same are valid, subsisting and affect the Easement Area.

(Remainder of Page is Blank)

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this ____ day of _____, 20____.

GRANTOR:

Williamson County, Texas

By: _____
Dan A. Gattis
Williamson County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 20____, by DAN A. GATTIS, County Judge of the County of Williamson, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

Grantee hereby accepts the Easement subject to the terms and conditions hereof:

GRANTEE:

Bluebonnet Electric Cooperative, Inc.

By: Eric Kocian

Printed Name: Eric Kocian


Representative Capacity: Chief Eng & Sys Ops Officer

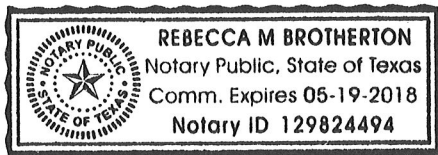
ACKNOWLEDGMENT

STATE OF Texas §

COUNTY OF Bastrop §

This instrument was acknowledged before me on the 25th day of May, 2016, by Eric Kocian, on behalf of Grantee, Bluebonnet Electric Cooperative, Inc.

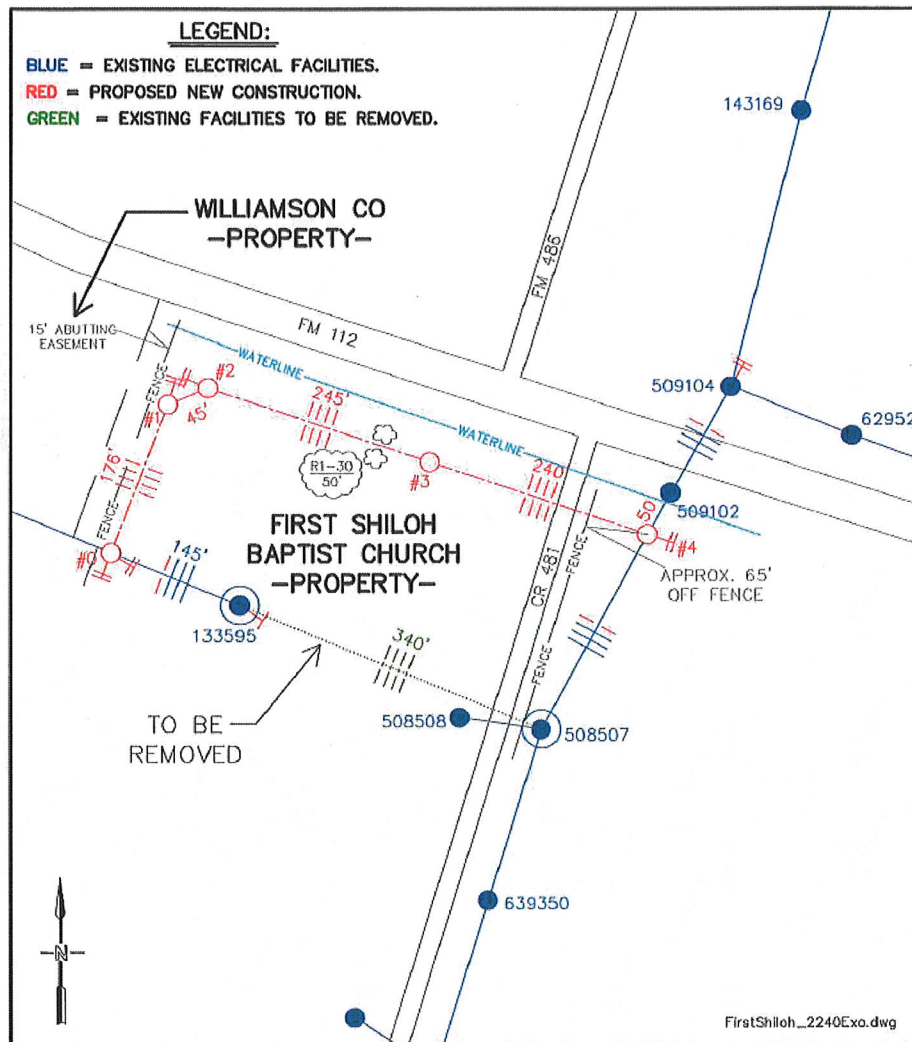

Notary Public, State of Texas



AFTER RECORDING, RETURN TO GRANTEE:

Bluebonnet Electric Cooperative, Inc.
P. O. Box 729
Bastrop, Texas 78602

EXHIBIT 'A'



BLUEBONNET ELECTRIC COOPERATIVE, INC.
GIDDINGS, TEXAS

SCALE: NONE DATE: 10-16-15 BKL PROJECT: FIRST SHILOH BAPTIST CHURCH
 COUNTY: WILLIAMSON MAP REF: 5729 008 095 079 W.O.#: 60192240

Commissioners Court - Special Session**46.****Meeting Date:** 07/28/2016

CAMPO AG

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 Fiscal Agreement between the Capital Area Metropolitan Organization (CAMPO) and Williamson County, Texas (Williamson County), which sets out the management roles and responsibilities between CAMPO and Williamson County required in rendering fiscal management and payroll processing for CAMPO.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Fiscal Agreement](#)[CAMPO Resolution](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 07/19/2016

Reviewed By

Wendy Coco

Date

07/19/2016 03:46 PM

Started On: 07/19/2016 11:40 AM

FISCAL AGREEMENT BETWEEN THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION
AND WILLIAMSON COUNTY

This Fiscal Agreement (the "Agreement"), as authorized by Title 23 United States Code ("USC") Section 134, is entered into by and between the Capital Area Metropolitan Planning Organization ("CAMPO"), the designated Metropolitan Planning Organization ("MPO") for the counties included in the approved metropolitan area boundary, and the County of Williamson ("WILCO"), a political and legal subdivision of the State of Texas (also, each individually, a "Party" or, collectively the "Parties").

RECITALS

WHEREAS, the Governor of the State of Texas has designated CAMPO as the MPO for Bastrop, Burnett, Caldwell, Hays, Travis and Williamson Counties, Texas; and

WHEREAS, in addition to the previously referenced federal code and per Section 5303 of the Federal Transit Act, as amended by the Fixing America's Surface Transportation Act of 2015, an MPO is required, in cooperation with its State, to develop transportation plans and programs for its urbanized area of the State; and

WHEREAS, CAMPO secures funding either directly or indirectly for study programs in transportation planning under Title 23 USC Section 104(f), Title 49 USC Section 5301 et. seq., and Section 175 of the Clean Air Act 1977, as amended; and

WHEREAS, CAMPO requests that WILCO act as its financial agent for all CAMPO funds; and

WHEREAS, WILCO believes it is in the public interest to assist CAMPO as its fiscal agent by managing payroll and funds for transportation planning purposes in the local area;

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

PURPOSE

- 1.01 The purpose of this Agreement is to define the management roles and responsibilities between CAMPO and WILCO required in rendering fiscal management and payroll processing for CAMPO.

ARTICLE II

TERM

- 2.01 The initial term of this Agreement shall commence on October 1, 2016 and will continue thereafter until it automatically ends on September 30, 2021 unless it is terminated earlier in accordance with the terms of this Agreement. This is not to be construed as the term of employment for any CAMPO employee. Prior to the expiration of the initial term of this Agreement, the Parties may mutually agree, in writing, to extend this Agreement for an additional term of five (5) years.

ARTICLE III

DESCRIPTION OF SERVICES

- 3.01 WILCO agrees to provide fiscal and payroll processing to CAMPO, by acting as the fiscal agent for the CAMPO funds. WILCO will provide CAMPO financial records retention and storage services, timekeeping and payroll services, accounts payable processing, accounts receivable processing, and purchase order requisition processing.

ARTICLE IV

FISCAL MANAGEMENT AND REQUIRED TECHNICAL SUPPORT

- 4.01 The budget for all activities on behalf of CAMPO will be set by CAMPO.
- 4.02 WILCO shall maintain one or more separate agency accounts under the supervision of the WILCO County Auditor for use by CAMPO. The WILCO County Auditor, in carrying out the requirements of this Agreement, is responsible only in the capacity of a trust officer for the funds involved and the procedures, rules, regulations and other customs involving WILCO funds may not necessarily be observed. WILCO will use generally accepted accounting procedures to satisfy its duties pursuant to this Agreement.
- 4.03 All requests for reimbursement from the State of Texas or any federal agencies shall be prepared by CAMPO employees and submitted on a monthly basis to the Texas Department of Transportation ("TxDOT") with a copy to the WILCO County Auditor, if requested. WILCO shall pay all invoices on a timely basis on behalf of CAMPO.
- 4.04 All warrants issued to WILCO or CAMPO by the State of Texas or federal, county or local agencies for work performed by any agency or consultant under contract to CAMPO shall be properly endorsed and deposited in a CAMPO agency account.

- 4.05 CAMPO shall make contracts and commitments in its own name. CAMPO is solely responsible for the accuracy of the records of funds it expends and those spent by its agents or consultants that contract with CAMPO. CAMPO assumes full responsibility for the legal and proper expenditure of all federal monies in accordance with CAMPO's latest approved budget and Unified Planning Work Program. Furthermore, CAMPO shall be responsible for complying with all applicable state and federal procurement laws in relation to any purchases made by CAMPO and WILCO will not be obligated to provide such procurement services or legal procurement oversight for CAMPO.
- 4.06 The disbursement of funds to agencies or consultants under contract to CAMPO will be timely made by WILCO in the amounts specified by CAMPO. However, CAMPO is fully responsible for all such contracts and releases WILCO from any liability which may arise as a result of WILCO performing any non-negligent task pursuant to this Agreement. WILCO is under no obligation to process payment requests unless sufficient funds for such purposes are reflected in the current budget approved by CAMPO's Transportation Policy Board.
- 4.07 WILCO shall assign sufficient staff members to provide services to CAMPO as required to fulfill its duties under this Agreement.
- 4.08 In consideration of the services performed under this Agreement, CAMPO shall pay WILCO the initial Total Start Up Costs, Ongoing Costs, Annual Support Fee for Licenses and CAMPO's employer share of Fringe Benefits on Bi-weekly Payroll as set forth in Exhibit A (the latter three are collectively referred to herein as "Reimbursed Operating Costs"). CAMPO acknowledges and understands the Reimbursed Operating Costs set forth in Exhibit A are estimates for the initial year of this Agreement and that the Reimbursed Operating Costs are subject to change during the initial year of this Agreement and for each year thereafter in the event WILCO's actual cost for such items increases or decreases.
- 4.09 CAMPO acknowledges and agrees that it will solely provide its own Information Technology support who will work with CAMPO to initially cable its offices, install its network equipment (routers, switches, etc.), install a phone system, if desired, install a site-to-site Virtual Private Network ("VPN"), and provide on-going day-to-day technical support for CAMPO's computers, network, and VPN, as well as any other technical support CAMPO may require not specified in Exhibit A. Furthermore, CAMPO acknowledges and agrees that it will need to provide a site-to-site VPN per WILCO's specifications in order to securely connect to the WILCO network.

CAMPO must maintain internet access with a minimum of 5 Megabits per second ("Mbps") bandwidth/speed to access the WILCO systems and have more than 5 Mbps, if needed, to accommodate the other systems and internet that CAMPO may wish to access.

In consideration of CAMPO's payment of the applicable license fees set forth in Exhibit A, WILCO will provide the following software applications:

- Oracle - Provides self-service features to view pay slips and federal form W2
- Kronos - Track time and attendance to administer payroll and HR services. Includes leave accrual management.
- Office 365/ Email - Option: E3

In consideration of CAMPO's payment of the costs set forth in Exhibit A, WILCO will provide only the following software application support:

Oracle and Kronos:

- Manage user accounts
- Training
- System configuration per WILCO policy
- Provide access troubleshooting

Office 365:

- Manage user accounts
- System configuration per WILCO policy
- One Drive set-up
- SharePoint Site set-up/training
- Troubleshooting Access
- High level navigation training

- 4.10 CAMPO Executive Director is designated the responsible CAMPO official to act in the capacity equivalent to a WILCO Department Head relative to matters dealing with the CAMPO staff, to include, but not be limited to, the signing of purchase order requisitions and status forms.
- 4.11 CAMPO agrees to indemnify WILCO for any amounts to which WILCO may become liable because of the action or omission not determined to be made either voluntarily or with gross negligence of any WILCO employee assigned to perform tasks for CAMPO.

ARTICLE V

PERSONNEL MANAGEMENT

- 5.01 CAMPO's Transportation Policy Board is responsible for hiring, supervising, evaluating and terminating the Executive Director who will have the full-time responsibility for administering the MPO. As such, the Executive Director is responsible for hiring,

supervising, evaluating and terminating CAMPO staff identified and authorized in the CAMPO Unified Planning Work Program.

- 5.02 CAMPO's Transportation Policy Board shall have discipline and grievance authority over CAMPO's Executive Director who will in turn have discipline and grievance authority over all other CAMPO employees. In the event the CAMPO Executive Director is the subject of a grievance, a CAMPO employee may submit a written appeal to the Transportation Policy Board through its Vice Chair.
- 5.03 WILCO will disburse payroll for CAMPO employees concurrent with its disbursement to WILCO employees and CAMPO shall pay all costs associated with its employees including CAMPO's employer's share of health insurance, which is estimated and designated in Exhibit A as \$8,400* per full-time equivalent employee for the initial year of this Agreement. CAMPO employees shall receive the same fringe benefits normally extended to WILCO employees, including but not limited to, retirement, medical and life insurance, vacations, sick leave and holidays; provided, however, CAMPO shall be responsible for reimbursing WILCO the actual costs of such WILCO fringe benefits that are extended to CAMPO employees, costs of which are subject to change each year.
- *NOTE: As of the execution of this Agreement, WILCO's budget process has not been concluded for Fiscal Year 2017 and WILCO will not determine the amount of the Employer's Contribution until August 2, 2016. WILCO's Benefits Committee may possibly recommend to WILCO's Commissioners Court an increase from \$8,400 to \$8520 to the Employer Contribution for Insurance per full-time equivalent employee for the initial year of this Agreement. Thus, as stated herein, Reimbursed Operating Costs set forth in Exhibit A are estimates for the initial year of this Agreement and the Reimbursed Operating Costs are subject to change during the initial year of this Agreement and for each year thereafter in the event WILCO's actual cost for such items increases or decreases.
- 5.04 The Transportation Policy Board shall establish the salary and conduct the performance review of the CAMPO Executive Director. The CAMPO Executive Director shall be responsible for personnel performance reviews and salary adjustments of other CAMPO employees.
- 5.05 Both Parties recognize and acknowledge that CAMPO is a separate and distinct governmental entity established pursuant to the laws of the United States and the State of Texas. Therefore, at all times during this Agreement, CAMPO employees shall be and remain CAMPO employees and not employees of WILCO. As such, CAMPO shall solely hire, supervise, instruct, direct, and train its employees; control how, when and where its employees are to perform their job functions for CAMPO, determine the duration of the employer/employee relationship; and determine the compensation to be paid to its employees.

ARTICLE VI

PAYMENT TERMS AND ANNUAL RECONCILIATION STATEMENT

- 6.01 Upon complete execution of this Agreement, CAMPO will immediately tender to WILCO the funds it maintains for the Total Start Up Costs designated in the attached Exhibit A.
- 6.02 On or before the first (1st) day of each month, WILCO will invoice CAMPO for the prior month's Reimbursed Operating Costs. CAMPO shall review and approve the invoice for payment within thirty (30) days from its receipt of the invoice. The WILCO County Auditor will make all necessary book entries in relation to CAMPO's monthly payment upon WILCO's receipt of CAMPO's payment approval.

In the event that an error appears in an invoice submitted by WILCO, CAMPO shall notify WILCO of the error not later than the tenth (10th) day after the date CAMPO receives the invoice. WILCO and CAMPO will work in cooperation thereafter to resolve any invoice or resulting payment errors.

- 6.03 WILCO and CAMPO acknowledge and agree that the Reimbursed Operating Costs identified in Exhibit A are estimates for the initial year of this Agreement and that such costs are subject to change during the initial year of this Agreement and for each year thereafter in the event WILCO's actual cost for any of the Reimbursed Operating Costs increases or decreases. Thus, in the event of any increase or decrease to WILCO's actual costs of the Reimbursed Operating Costs, the amount of Reimbursed Operating Costs invoiced to CAMPO may be more or less than the estimated amounts set out in Exhibit A. WILCO, however, may not increase any Reimbursed Operating Costs over and above its actual costs.
- 6.04 At least sixty (60) days prior to the Agreement anniversary date, WILCO will provide CAMPO with an Annual Reconciliation Statement that sets forth any estimated changes or additions to the Reimbursed Operating Costs for the upcoming year. The Reimbursed Operating Costs may only be increased to reflect an increase to WILCO's actual costs for such items and WILCO may not increase any costs for such items over and above its actual costs.

In the event that CAMPO does not agree to an annual increase to the Reimbursed Operating Costs, CAMPO must send WILCO written notice of its disagreement within seven (7) days of its receipt of the Annual Reconciliation Statement. The Parties shall immediately thereafter meet in order to work together in good faith to resolve any disagreements as to such increase(s).

If the Parties are unable to resolve the disagreement within seven (7) days following the date in which CAMPO sent its written notice of disagreement to WILCO, such disagreement shall be addressed through non-binding mediation. A single mediator who is knowledgeable about the subject matter of this Agreement shall be selected by agreement of the Parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the Parties. If, after mediation, the Parties are unable to agree upon any annual increase to Reimbursed Operating Costs, either Party may terminate this Agreement upon one hundred eighty (180) days' notice to the other Party. In the event that either Party elects to terminate this Agreement following an unsuccessful mediation, CAMPO will pay the upcoming annual Reimbursed Operating Costs at half of the difference of the proposed increase during the portion of the hundred eighty (180) day termination notice period for which the increased Reimbursed Operating Costs apply.

ARTICLE VII

TERMINATION

- 7.01 In addition to any other termination rights set out herein, this Agreement may be terminated in whole or in part by either Party whenever such termination is found to be in the best interest of either Party. Termination may be effected by the conveyance of a written notification to the other Party at least one hundred eighty (180) days in advance of the effective date of the termination. WILCO agrees that CAMPO will need as much advanced notice as possible in order to locate another governmental agency to serve as fiscal agent and as such will give CAMPO termination notice as far in advance as possible.

ARTICLE VIII

NON-DISCRIMINATION

- 8.01 It is mutually agreed that both Parties shall be bound by all applicable federal, state, and local laws and regulations with respect to non-discrimination in employment including, but not limited to, the provisions and amendments of Title 49 Code of Federal Regulations ("CFR") Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964, Title 23 CFR Part 710.405(b), and Executive Order 11246 titled "Equal Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (Title 41 CFR Part 60).

- 8.02 CAMPO agrees to insure that Minority Business Enterprises as defined in Title 49 CFR Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Department of Transportation funds. In this regard, CAMPO shall take all necessary and reasonable steps in accordance with the noted federal regulation, as amended, to insure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts.

CAMPO and any subcontractors shall not discriminate based on race, color, national origin, religion, age, sex, or disability in the award and performance of contracts funded in whole or in part with Department of Transportation funds. These requirements will be included in any subcontract.

ARTICLE IX

GOVERNING LAW

- 9.01 This Agreement shall be governed by the laws of the State of Texas and all obligations hereunder of the Parties are performable in Williamson County, Texas.
- 9.02 This Agreement is subject to applicable federal, state and local laws. Nothing herein contained may be construed as a waiver of any right to contest any such law, ordinance, rule, regulation or asserted regulatory jurisdiction.

ARTICLE X

AMENDMENT

- 10.01 No provision of this Agreement will be deemed waived, amended or modified by either Party unless and until such waiver, amendment or modification is in writing and signed by both Parties.

ARTICLE XI

PRECEDENCE OF AGREEMENT

- 11.01 This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understanding, written or oral, between the Parties respective the matters contained herein.

ARTICLE XII

NON-ASSIGNMENT

- 12.01 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and assigns. Neither WILCO nor CAMPO shall assign or sublet any duty of this Agreement, unless identified in this Agreement already, without the written consent of the other Party.

ARTICLE XIII

LEGAL CONSTRUCTION; INTERLOCAL COOPERATION ACT

- 13.01 If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceable provision will not affect any other provision hereof and this Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained herein.
- 13.02 In addition to other legal authority, this Agreement is entered into by and between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act. The provisions of Chapter 791 of the Government Code are incorporated into this Agreement, and this Agreement shall be interpreted in accordance with the Act.

ARTICLE XIV

NOTICES

- 14.01 All notices hereunder shall be deemed given when, either delivered in person or deposited in the United State mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate Party at the following address:

If to WILCO:

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

If to CAMPO:

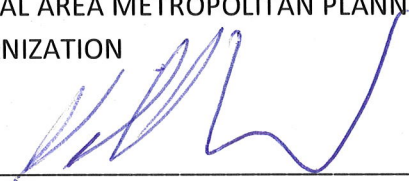
3300 N IH-35, Suite 630
Austin, TX 78705

EXECUTED IN DUPLICATE ORIGINALS, TO BE EFFECTIVE AS OF THE 1st DAY OF OCTOBER, 2016.

COUNTY OF WILLIAMSON

CAPITAL AREA METROPOLITAN PLANNING
ORGANIZATION

By: _____
Dan A. Gattis, County Judge

By: _____
Will Conley
Chair Transportation Policy Board

Date: _____, 20____

Date: 7-18, 20 16

EXHIBIT A

Start Up Costs and Estimated Reimbursed Operating Cost Estimates for Initial Year of Fiscal Agent Services Agreement

Start up Costs

40 hours of IT time to set up Computers		\$52.07	\$2,082.64
8 hours of Accounting Staff to set up Payroll and Accounting System		\$60.79	\$2,431.41
8 hours of Human Resource Time to set up positions		\$48.87	\$1,954.67
HR Software License per Employee	16	\$89.36	\$1,429.76
Payroll License Per Employee	16	\$108.68	\$1,738.88
Self Service License per Employee	16	\$23.18	\$370.88
Kronos License per Employee	9	\$150.00	\$1,350.00
Kronos License per Manager	7	\$700.00	\$4,900.00
Accountant Salary in Auditor's Office for month of September			\$6,007.91
Office 365 E3 (E1 plus Microsoft office on the machine)	16	\$85.50	\$1,368.00
Computer for Accountant			\$888.00
Software for Accountant			\$371.22
Phone for Accountant			\$300.00
Calculator for Accountant			\$100.00
Chair for Accountant			\$500.00
Workspace Partitions for Accountant			\$300.00
Total Start up Costs			\$26,093.37

Estimated Reimbursed Operating Costs for Initial Year (October 1, 2017-September 2017) of Agreement:

Estimated Ongoing Costs:

40 hours/year of IT time is estimated for Kronos Support		\$42.87	\$1,714.79
60 hours/year of IT time is estimated for troubleshooting and password resets, etc		\$26.43	\$1,586.07
40 hours/year of IT time is estimated for Oracle Support		\$47.19	\$1,887.42
120 hours/year of IT time is estimated for Office 365 Support		\$38.59	\$4,630.98
1.5 hours per week of Payroll time is estimated		\$31.77	\$2,477.78
1.5 hours per week of Human Resource Effort		\$38.45	\$2,999.37
1.5 hours per week of Benefits Staff Effort		\$40.51	\$3,159.86
10% Overhead Fee			\$1,845.63

Estimated Annual Support Fee for Licenses:

HR	16	\$18.37	\$293.92
Payroll	16	\$22.34	\$357.44
Self Service	16	\$5.10	\$81.60
Kronos Employee	9	\$40.00	\$360.00
Kronos Manager	7	\$95.00	\$665.00
Open Enrollment Access for Insurance	16	\$32.00	\$512.00
Office 365 E3 (E1 plus Microsoft office on the machine)	16	\$205.20	\$3,283.20
Accountant in Auditor's Office			\$77,403.00
Software Maintenance for Accountant in Auditor's Office			\$323.01

Total of Estimated Ongoing Costs and Annual Support Costs: \$103,581.07

Fringe Benefits on Bi-Weekly Payroll

Employer Share of Retirement presently 12.81% (thru Dec 31, 2016. Rate will increase in January to at least 13.31%)

Employer Share of FICA 7.65%

Workers Comp is estimated at 5% of gross payroll

Employer Share of Insurance is \$8400/year per FTE budgeted 16 \$8,400.00 \$134,400.00 ***

*** WILCO Benefits Committee Meeting may recommend increasing Employer Contribution for Insurance to \$8520/year per FTE.

WILCO will not know the final amount until August 2, 2016.



RESOLUTION (2016-5-6)

FISCAL, PERSONNEL AND PROPERTY MANAGEMENT AGREEMENT

WHEREAS, pursuant to federal law, the Governor of the State of Texas designated the Capital Area Metropolitan Planning Organization (CAMPO) as the Metropolitan Planning Organization for the Austin region in 1973; and

WHEREAS, CAMPO's Transportation Policy Board is the regional forum for cooperative decision-making regarding transportation issues in Bastrop, Burnet, Caldwell, Hays, Travis and Williamson Counties in Central Texas; and

WHEREAS, Title 23, United States Code, Chapter 1, Section 104 authorizes the use of Federal Highway Administration Metropolitan Planning Funds and Federal Transit Act Section 5303 funds by Metropolitan Planning Organizations on a reimbursement basis, and state Departments of Transportation disburse said Metropolitan Planning Funds in response to after-the-fact reimbursement requests from Metropolitan Planning Organizations for eligible expenditures; and

WHEREAS, most Metropolitan Planning Organizations require the services of Fiscal Agents with sufficient financial capacity to disburse funds and pay invoices in a timely manner pending reimbursement from state Departments of Transportation in order to conduct day-to-day business; and

WHEREAS, since the early 1990s the City of Austin has served as the Fiscal Agent for CAMPO, and the latest Fiscal Agent Agreement by and between CAMPO and the City of Austin took effect on October 1, 2009; and

WHEREAS, in December 2014, CAMPO's Executive Director identified areas of concern with certain provisions of said agreement and initiated discussions with the City of Austin in an attempt to renegotiate the provisions of said agreement pertaining to personnel policies; and

WHEREAS, despite both parties negotiating in good faith, the nearly year-long attempt to negotiate a new Fiscal Agent Agreement with terms and conditions acceptable to CAMPO was unsuccessful; and

WHEREAS, said latest Fiscal Agent Agreement expired on September 30, 2015, and as of October 1, 2015, the City of Austin has continued to provide Fiscal Agent services to CAMPO on a month-to-month basis; and

WHEREAS, after exhausting all possible avenues to renegotiate said Fiscal Agent Agreement, CAMPO staff began exploring options for transitioning to a new Fiscal Agent in a manner as seamless and non-disruptive as possible; and

WHEREAS, through a search of agency records, CAMPO staff found that Williamson County had prior experience providing Fiscal Agent services to CAMPO, and in December 2015 initiated discussions with Williamson County to explore the viability of entering in to a new Fiscal Agent Agreement; and

WHEREAS, Williamson County's prior experience providing Fiscal Agent services to CAMPO promises to ensure a trouble-free transition to a new Fiscal Agent Agreement.

NOW, THEREFORE BE IT RESOLVED that the CAMPO Transportation Policy Board hereby votes to authorize the Chair to negotiate and execute a *Fiscal and Personnel Agreement* with Williamson County; and

Hereby orders the recording of this resolution in the minutes of the Transportation Policy Board; and

BE IT FURTHER RESOLVED that the Board delegates the signing of necessary documents to the Board Chair.

The above resolution being read, a motion to was made to authorize the Chair to negotiate and execute a *Fiscal and Personnel Agreement* with Williamson County on May 9, 2016 by James Oakley; duly seconded by Joe Bain.

Those voting "AYE":

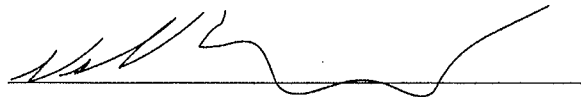
Will Conley	Cynthia Long
Judge Pape for Clara Beckett	Terry McCoy
Steve Adler	Terry Mitchell
Joe Bain	Craig Morgan
Joe Bain for Gerald Daugherty	Alfredo Muñoz
Sarah Eckhardt	James Oakley
Sheri Gallo	Cynthia Long for Matt Powell
Delia Garza	Dale Ross
Will Conley for Daniel Guerrero	Brigid Shea
Ann Kitchen	

Those "Opposed": None

Abstain: None

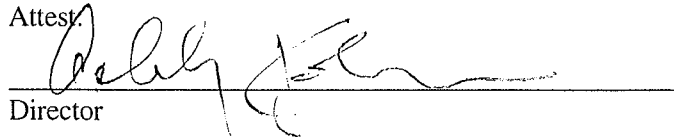
Absent and Not Voting: Jeff Coleman

SIGNED this 9 day of May 2016.



Chair, CAMPO Board

Attest.


Director

Commissioners Court - Special Session**47.****Meeting Date:** 07/28/2016

Google maps terms of use agreement with ITS

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

Information**Agenda Item**

Discuss, consider and take appropriate action on an agreement regarding Terms of Use with Google for participation in pilot beta program for GIS Base Map Data Upload service in order to support operations of the Williamson County Geographic Information Systems ("GIS") Division.

Background

There is no cost for this service and provides a value to citizens by helping to ensure that Google Maps is updated with the latest data from the County's GIS department. This is a terms-of-use agreement that has been approved by Legal.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Google Terms](#)

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Richard Semple

Final Approval Date: 07/21/2016

Reviewed By

Hal Hawes

Wendy Coco

Date

07/21/2016 08:38 AM

07/21/2016 11:32 AM

Started On: 07/20/2016 02:43 PM

Your use of the Base Map Data Upload tool is subject to the [Google Terms of Service](#) and [Privacy Policy](#), as well as the following additional terms:

1. If you are accepting these terms on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to these terms, (ii) you have read and understand these terms, and (iii) that you agree, on behalf of the party that you represent, to these terms. If you don't have the legal authority to bind, please do not accept these Terms of Use by checking the box below.
2. When you upload map data using the Base Map Data Upload, you grant to Google a royalty-free, perpetual, irrevocable, nonexclusive, worldwide license to use that map data in connection with Google products and services. You represent and warrant that you have and will retain all necessary rights to provide that license to Google.
3. Once your map data has been uploaded, you will not be able to delete it from Google's systems or require Google to stop using it.
4. You understand that Google may internally associate your map data with your Google Account and the contact information provided above. Deleting your Google Account will not automatically delete that contact information. In order to delete that contact information, you must use the "Send Feedback" function on your [Partner Dash](#) page. Even after deletion of that contact information and your Google Account, Google may continue to internally associate your organization name with your map data.

Commissioners Court - Special Session**48.****Meeting Date:** 07/28/2016

FEMA Project Number PA-06-TX-4223-PW02027 Project Title: WIL036C 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: WIL036C Driveway Repairs.

Background

Catalog of Federal Domestic Assistance (CFDA) number: 97.036 FEMA Project Number PA-06-TX-4223-PW02027 Project Title: WIL036C Driveway Repairs, 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
---------	----------	-------------	--------

AttachmentsTerms and ConditionsWIL036C-PW02027 Subgrant Award Letter

Form Review**Inbox**

County Judge Exec Asst.

Emergency Management (Originator)

Form Started By: Cynthia Hood

Final Approval Date: 07/15/2016

Reviewed By

Rebecca Clemons

Cynthia Hood

Date

07/13/2016 03:39 PM

07/15/2016 11:26 AM

Started On: 07/11/2016 09:39 AM

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 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 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/ 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-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 and the State Debarred Vendor List at: 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.

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 29, 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-PW02027

Project Title: WIL036C - 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-PW02027						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	6/22/2016	\$9,414.03	75%	\$7,060.52	25%	\$2,353.51

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

Commissioners Court - Special Session**49.****Meeting Date:** 07/28/2016

FEMA Project Number PA-06-TX-4223-PW02069 Project Title: WIL035C Driveways

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: WIL035C Driveways

Background

Catalog of Federal Domestic Assistance (CFDA) number: 97.036 FEMA Project Number PA-06-TX-4223-PW02069 Project Title: WIL035C Driveways, 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[WIL035C-PW02069 Subgrant Award Letter](#)[Terms and Conditions](#)

Form Review**Inbox**

County Judge Exec Asst.
Emergency Management (Originator)
Form Started By: Cynthia Hood
Final Approval Date: 07/15/2016

Reviewed By

Rebecca Clemons
Cynthia Hood

Date

07/13/2016 03:39 PM
07/15/2016 11:26 AM
Started On: 07/11/2016 09:46 AM

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220

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STEVEN C. McCRAW
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DEPUTY DIRECTORS



COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

June 30, 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-PW02069

Project Title: WIL035C - Driveways

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-PW02069						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	6/22/2016	\$5,897.88	75%	\$4,423.41	25%	\$1,474.47

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 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 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/ 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 and the State Debarred Vendor List at: 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 - Special Session**50.****Meeting Date:** 07/28/2016

FY16 Emergency Management Performance Grant

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

Information**Agenda Item**

Discuss and take action on the acceptance of FY16 Emergency Management Performance Grant funding and to authorize the County Judge to sign associated documentation.

Background

Williamson County Office of Emergency Management has been awarded \$84,923.24 in FY16 EMPG funding, DHS Instrument Number: 2016-EP-1418, TDEM Grant Number 16TX-EMPG-1418.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[FY 16 Award Terms and Conditions](#)[FY16 Williamson County - Grant Award](#)[FY 16 EMPG Grant Award Letter](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Cynthia Hood

Final Approval Date: 07/20/2016

Reviewed By

Wendy Coco

Date

07/20/2016 12:18 PM

Started On: 07/19/2016 02:09 PM

2016 Emergency Management Performance Grant (EMPG) Terms and Conditions

1. Purpose: The FY 2016 priority for this program is to advance “Whole Community” security and emergency management. Grant funds will be used to support local comprehensive emergency management programs to encourage improvement of mitigation, preparedness, response, and recovery capabilities for all hazards. Funding may be used to support activities that contribute to the capability to manage consequences from acts of terrorism. Funds provided may also be used to accomplish initiatives described in the Federal Program Guidelines, including local implementation of the National Incident Management System (NIMS), incorporation of appropriate references to the National Response Framework (NRF) into local plans, homeland security assessment and strategy integration, and assessment of local emergency management program using Emergency Management Assessment Program (EMAP) standards.

2. Grant Conditions: Identify the source of funding under which this award is funded and reference the government code. The federal grant terms and conditions are located at: <http://www.fema.gov/media-library/assets/documents/92248>

3. Grant Acceptance: Notice of Subrecipient Grant Award remains an offer until the signed copy of the Acceptance of Subrecipient Grant Award is received by the Department of Public Safety in accordance with the instructions provided in the transmittal letter.

4. Work to Be Performed: The approved FY 2016 Statement of Work and Progress Report template outlines eight tasks that the grantee must perform during the grant period. The following additional tasks are also required of Subrecipients:

- A. Implement (NIMS) at the local level.
- B. Incorporate pertinent information concerning NRF into the local or inter-jurisdictional emergency management plan and its annexes.
- C. Subrecipients must have a tracking system of record to organize and coordinate resources in response to incidents.
- D. During the performance period of this grant, Subrecipient must maintain an emergency management plan at the Advanced Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by jurisdictions maintaining their own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Subrecipient’s plan, Subrecipients will correct deficiencies within sixty (60) days of receiving notice of such deficiencies from TDEM.
- E. Subrecipients must maintain an updated inventory of equipment purchased through this grant program in accordance with Uniform Grant Management Standards – III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C-Post-Award Requirements, Reports,

Records, Retention, and Enforcement, Equipment and the Department of Homeland Security (DHS), Office of Grant Operations Financial Management Guide.

- F. The Subrecipient agrees that any equipment purchased with funds through this grant program shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security." Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.
5. Grant Funding: Lists the amount of funding for this award. The amount of this grant may be less than the amount requested in your Application for Federal Assistance due to limits on federal funding for the EMPG program. However, EMPG grant recipients should continue to report all eligible expenses in quarterly financial reports. In the event additional program funding becomes available from the federal government or unspent EMPG funds remain at the end of the fiscal year, TDEM may be able to allocate additional funding to EMPG program participants.
6. Financial and Administrative Requirements: In Accordance with 44 Code of Federal Regulations (CFR) Part 13, Subrecipient agrees to comply with the applicable financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide located at <http://www.ojp.usdoj.gov/financialguide/>.
- A. All emergency management program costs for which the Subrecipient seeks reimbursement must be eligible in accordance with Office of Management and Budget (OMB) Circular A-87, Cost Principles or State, Local, and Indian Tribal Governments. A copy of that document is available at: <http://www.whitehouse.gov/omb/circulars>.
 - B. Subrecipient will comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. http://www.whitehouse.gov/omb/circulars_default
 - C. When implementing Federal Emergency Management Agency (FEMA) National Preparedness Directorate funded activities; the Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting FEMA funded activities.
 - D. Subrecipient will assist the awarding agency (if necessary) in assuring compliance with the National Historic Preservation Act of 1966 Section 106 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321). (Federal Assurance).
 - E. Subrecipient agrees to make no request for reimbursement for goods or services procured by the Subrecipient either prior to the start of the period of performance stated in this award document or after the end of the period of performance.

- F. Notwithstanding any other provisions of this document, the parties understand and agree that the obligations of TDEM under this Agreement are contingent upon the availability of adequate funds to meet TDEM's liabilities. TDEM shall not be liable to the Subrecipient for costs under this Agreement that exceed the amount specified in the Notice of Subrecipient Grant Award.

7. Single Audit Act Requirements: If Subrecipient has expenditures in excess of \$750,000 in federal funds of all types within a single fiscal year, it must have an audit performed in accordance with the Single Audit Act as amended. Subrecipient agrees to comply with the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

8. Reporting Requirements: Subrecipient agrees to comply with all reporting requirements and shall provide such information as required by TDEM. Reporting requirements are found in the *2016 Local Emergency Management Performance Grant (EMPG) Guide*. Subrecipients may be required to submit additional information and data requested by TDEM and after the end of the period of performance in order to close out the grant. A copy of the *2016 Local Emergency Management Performance Grant (EMPG) Guide* can be found on the TDEM website at: <http://www.txdps.state.tx.us/dem/CouncilsCommittees/EMPG/empgCurrentGuide.pdf>. Subrecipient must prepare and submit Semi-Annual Progress Reports to TDEM for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. The first performance reporting period is October 1 to March 31 (progress report due April 15) and the second reporting period is April 1 to September 30 (progress report due October 15). Subrecipient may also be required to submit additional information and data as requested by TDEM.

9. Review of Work and Expenditures: TDEM may review the work of the Subrecipient with respect to approved program tasks and expenditures for which reimbursement is requested to ensure the federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of this contract or grant agreement and that performance goals are achieved. These reviews may include, without limitation: comparing actual Subrecipient activities to those approved in the sub-award application and subsequent modifications if any; ensuring that grant funds have been expended in accordance with applicable guidelines; confirming compliance with grant assurances, and verifying information provided on performance reports and payment requests. **EMPG grant funds cannot be matched with any other federal funds.**

10. Lobbying:

- A. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the Subrecipient certifies that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3) The Subrecipient 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.

11. Debarment, Suspension, and other Responsibility Matters:

- A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 (Federal Certification).
- B. The Subrecipient certifies that it and its principals and vendors:
 - 1) Are not presently 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; Subrecipients can access debarment information by going to www.epls.gov.
 - 2) Have not, within a three-year period preceding this application, 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 (1)(b) of this certification; and
 - 4) Have not, within a three-year period preceding this application, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- C. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application (Federal Certification).

12. Monitoring:

- A. Subrecipient will provide TDEM, State Auditor, DHS personnel or their authorized representative, access to and the right to examine all paper or electronic records related to financial assistance.

- B. Subrecipient agrees to monitor their program to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved.
- C. TDEM may perform periodic reviews of Subrecipient performance of eligible activities and approved projects. These reviews may include, without limitation: performance of an on-site audit and compliance monitoring, including inspection of all grant-related records and items, comparing actual Subrecipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, verifying information provided in performance reports and reviewing payment requests, needs and threat assessments and strategies.
- D. Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.
- E. The Subrecipient official certifies 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.

13. Reimbursement for Expenses:

Reimbursement for expenses incurred during the second and fourth quarter of Fiscal Year 2016 will not be disbursed until TDEM receives the first and second semi-annual EMPG Progress Reports, which are due on April 15, and October 15, respectively.

14. Choice of Law: This agreement shall be construed and governed by Texas law.

15. Changes to the Law: DPS is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature and the United States Congress. If DPS and/or the subject matter of this contract become subject to a legislative or regulatory change, revocation of statutory or regulatory authority, or lack of funds that would render the services and/or goods and/or payment to be provided under this agreement impossible, unnecessary, void, or substantially amended, DPS may terminate this agreement without penalty to, or any liability whatsoever on the part of, DPS, the State of Texas, or the United States. This contract does not grant vendor a franchise or any other vested property right.

16. Written Modification: No modification or amendment to this Agreement shall become valid unless in writing and signed by both parties.

17. To the extent it applies, Subrecipient shall comply with Texas Government Code, Chapter 783, 1 Texas Administrative Code (TAC) §§ 5.141 *et seq.*, and the Uniform Grant Management Standards, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart B, §_14.


18. To the extent it applies, Subrecipient shall comply with the General Appropriations Act, 80th Legislature, Article IX, Part 17.

19. TDEM may suspend or terminate sub-award funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, or filing a false certification or other report or document. Satisfactory progress is defined as accomplishing the following during the performance period of the grant: requesting federal funds for purchases, training, etc. and deciding what purchases will be made, ordering the equipment, ensuring the equipment is shipped and received, and training is accomplished with the equipment (or readied for deployment). All of the aforementioned tasks must be accomplished in a timely manner. **Special Conditions may be imposed on Subrecipient's use of grant funds until problems identified during grant monitoring visits conducted by TDEM audit and compliance personnel are resolved.**

**TEXAS DEPARTMENT OF PUBLIC SAFETY
TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM)**

NOTICE OF SUBRECIPIENT GRANT AWARD	
Program Title: FY 2016 Emergency Management Performance Grant (EMPG)	
DHS Instrument Number: 2016-EP-00011	
TDEM Grant Number: 16TX-EMPG-1418	
Administered By: Texas Division of Emergency Management Texas Department of Public Safety P.O. Box 4087 Austin, Texas 78773-0220	
Recipient: Williamson County 710 S. Main Street, Ste 101 Georgetown, TX 78626-5701	
Amount of Grant: \$84,923.24	
Period of Grant: October 1, 2015 to March 31, 2017	

The period of grant reflects a six (6) month **PROGRAMMATIC EXTENSION ONLY** to complete and close out your FY 16 EMPG grant year. Signing Acceptance of this document means that you accept and will comply with all requirements listed in the attached FY 2016 Terms and Conditions.

AGENCY APPROVAL	GRANT ACCEPTANCE
	Original Signature Required
W. Nim Kidd, CEM Assistant Director Texas Department of Public Safety Chief Texas Division of Emergency Management	Printed Name/Title:
Date: 06/29/2016	Date:

Return Signed Copy of This Page *within 45 days* to:

Texas Department of Public Safety
Texas Division of Emergency Management
Attention: Heather Baxter, Grant Technician
P.O. Box 4087
Finance and Grant Management MSC 0229
Austin, TX 78773-0220

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



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DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS



COMMISSION
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FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

June 29, 2016

Dan A. Gattis
Williamson County Judge
710 S. Main Street, Ste 101
Georgetown, TX 78626-5701

Dear Judge Gattis:

This letter is to advise you that your application to participate in the Emergency Management Performance Grant (EMPG) program during Fiscal Year 2016 (FY 16) has been approved.

The enclosed "Notice of Sub-recipient Grant Award" specifies the federal EMPG program funding that will be provided to your jurisdiction during FY 16. This document must be signed by the "Authorized Official" indicated on the "Designation of EMPG Grant Officials" form (TDEM-17B) submitted in your original application. The signed "Notice of Sub-recipient Grant Award" must be returned to the Texas Division of Emergency Management (TDEM) within 45 days of the date of this letter. Failure to return documentation to TDEM within 45 days may result in redistribution of award funds to another jurisdiction.

Participation in the EMPG program requires adherence to all tasks outlined in the **2016 Local Emergency Management Performance Grant (EMPG) Guide** located online at:

<http://www.txdps.state.tx.us/dem/CouncilsCommittees/EMPG/empgCurrentGuide.pdf>. The 2016 Terms and Conditions are also enclosed for your review.

Of these tasks, there are three reports (financial, metrics, and progress reports) that must be submitted throughout the grant year. Due dates are outlined in the "EMPG Application Timeline" enclosure.

If your jurisdiction does not wish to participate in the FY 16 EMPG program, please submit a letter from your authorized official requesting termination of participation.

If you have any questions, please contact the EMPG Program Supervisor (Lisa Resendez at Lisa.Resendez@dps.texas.gov or 512-424-7511/512-574-1473) or your District Coordinator.

Respectfully,

A blue ink signature of W. Nim Kidd, written in a cursive style.

W. Nim Kidd, CEM[®], TEM[®]

Chief

Texas Division of Emergency Management

Assistant Director

Texas Homeland Security

Texas Department of Public Safety

Commissioners Court - Special Session**51.****Meeting Date:** 07/28/2016

Project Title: WIL010C 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: WIL010C Damage Roads (Correcting Project Title Error in Item #27 of the May 24, 2016 Williamson County Commissioners Court's Session).

Background

Item #27 of the May 24, 2016 Williamson County Commissioners Court's session had the wrong Project Title. The agenda item referred to "Project Title: WIL014C Damage Roads" when it should have referred to "Project Title: WIL010C Damage Roads". The following background information relating to such item remains unchanged: Catalog of Federal Domestic Assistance (CFDA) number: 97.036 FEMA Project Number PA-06-TX-4223-PW01698 Project Title: WIL010C 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[WIL010C-PW01698 Subgrant Award Letter](#)[Terms and Conditions](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Cynthia Hood

Final Approval Date: 07/20/2016

Reviewed By

Wendy Coco

Date

07/20/2016 12:18 PM

Started On: 07/20/2016 09:59 AM

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220

512/424-2000

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STEVEN C. McCRAW
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DEPUTY DIRECTORS



COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

May 12, 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-PW01698

Project Title: WIL010C Damage 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-PW01698						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	5/3/2016	\$6,516.58	75%	\$4,887.44	25%	\$1,629.14

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

05-27-2016
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 Principles 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 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 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/ 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 and the State Debarred Vendor List at: 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 - Special Session**52.****Meeting Date:** 07/28/2016

Extend the Pecan Harvesting Lease at Blackland Park

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 extension of Pecan Harvest Lease for the term of October 1, 2016 - September 30, 2017, with Rob Stewart, Owner of Stewart Pecan Farm.

Background

This extension is for the harvesting of an estimated 200 native and mature pecan trees that are situated on approximately 90 acres, on a tract of land known as the Blackland Heritage County Park.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Lease Agreement - Blackland](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 07/13/2016

Reviewed By

Rebecca Clemons

Date

07/13/2016 03:39 PM

Started On: 07/13/2016 08:05 AM

PECAN HARVESTING LEASE EXTENSION AGREEMENT

Date: Effective as of October 1, 2016

Landlord: County of Williamson, a political subdivision of the State of Texas

Tenant: Robert Stewart (Stewart Pecan Farm)

Pecan Harvesting Lease Subject of this Extension Agreement:

Pecan Harvesting Lease executed in the year of 2014 by and between the County of Williamson, as Landlord, and Robert Stewart (Stewart Pecan Farm), as Tenant (hereinafter referred to as the "Pecan Harvesting Lease"), wherein Landlord agreed to lease the property described in said Pecan Harvesting Lease to Tenant for the limited purposes described therein.

Premises:

As set out in Exhibit "A" of the Pecan Harvesting Lease.

Agreement to Extend Pecan Harvesting Lease:

Pursuant to the terms of the Pecan Harvesting Lease, the Landlord and Tenant hereby agree to extend the Pecan Harvesting Lease for one extension term of twelve (12) months beginning on October 1, 2016 and ending as of September 30, 2017. All terms and conditions of the Pecan Harvesting Lease shall remain in full force and effect during this extended term. During this extended term, the rent shall remain a 30% crop share percentage of pecan harvest/gross sales price.

**ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE TO BE EFFECTIVE
ON THE DATE SET OUT ABOVE:**

LANDLORD:

COUNTY OF WILLIAMSON


By: _____

Printed Name: Dan A. Gattis

Representative Capacity: Williamson County Judge

TENANT:

By: _____


Robert Stewart
(Stewart Pecan Farm)

Commissioners Court - Special Session**53.****Meeting Date:** 07/28/2016

Food Services for Williamson County Jail

Submitted By: Brenda Fuller, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on awarding the proposal received for RFP #1605-081 Food Services for Williamson County Jail to the best proposer, Aramark Correctional Services, LLC

Background

After concluding the evaluation process and receiving three (3) proposals through the County's online bidding site (Bid Sync), the evaluation committee is recommending Aramark Correctional Services, LLC. The evaluation reports are attached.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Evaluation Sheets](#)[Recommendation Letter](#)[HB 1295 Form for Aramark](#)[Aramark Contract for Food Service](#)

Form Review**Inbox**

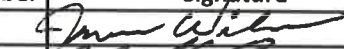

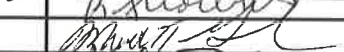
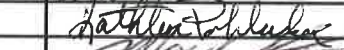



Purchasing (Originator)
County Judge Exec Asst.
Purchasing (Originator)
Form Started By: Brenda Fuller
Final Approval Date: 07/21/2016

Reviewed By

Jayme Jasso
Wendy Coco
Max Bricka

Date

07/20/2016 04:55 PM
07/21/2016 08:14 AM
07/21/2016 10:39 AM
Started On: 07/20/2016 03:19 PM

NAME: FOOD SERVICE FOR JAIL			RFP # 1605-081			
Evaluation Criteria:	Maximum Score Points	Scoring Methodology Please select a Whole Number from the list provided for each question. (Decimal scoring or unlisted rating scores are not permitted)	ABL	ARAMARK	TRINITY	Notes
REFERENCES	10	10 = Significantly Exceeds Requirements 8 = Exceeds Requirements 6 = Meets ALL Requirements 4 = Marginally Meets Requirements 1 = Does not Meet Requirements	6	8	6	ABL: 2 of 3 reference responded; Aramark: 3 of 3 references responded; Trinity: 2 of 3 references responded
EXPERIENCE	10	10 = Significantly Exceeds Requirements 8 = Exceeds Requirements 6 = Meets ALL Requirements 4 = Marginally Meets Requirements 1 = Does not Meet Requirements	6	8	8	
PRIOR EXPERIENCE PROVIDING FOOD SERVICE TO INMATES FROM AN EXTERIOR LOCATION DUE TO AN INABILITY TO USE INTERIOR JAIL KITCHEN FACILITIES	20	20 = Significantly Exceeds Requirements 16 = Exceeds Requirements 12 = Meets ALL Requirements 8 = Marginally Meets Requirements 1 = Does not Meet Requirements	12	16	8	Aramark: Proposal provided examples of past experience; Trinity: Proposal provided no examples of past experience
COMPLIANCE OF PROPOSAL SPECIFICATIONS	20	20 = Significantly Exceeds Requirements 16 = Exceeds Requirements 12 = Meets ALL Requirements 8 = Marginally Meets Requirements 1 = Does not Meet Requirements	8	16	8	ABL: solution of temporary kitchen was not descriptive; Aramark: Proposal was more descriptive of how their service meets the needs of the county; Trinity: Required use of county equipment and facilities to meet the requirements of the temporary kitchen.
PRICE FOR JAIL INMATE MEALS	40	Point value calculation for price = Low bid divided by the bid then multiplied by the points (decimals allowed for this criteria only)	31.4 30.4	40	30.5 30.7	MINOR FORMULA ERROR See attached pricing sheet for details. Corrected. No change in outcome.
PRICE FOR JAIL STAFF MEALS (OPTIONAL)	5	Point value calculation for price = Low bid divided by the bid then multiplied by the points (decimals allowed for this criteria only)	4.6	0	5	See attached pricing sheet for details
Total Evaluation Points	105	Total	67.0 68.0	88.0 88.0	65.5 65.5	
Evaluation Committee Members:						
NAME	Voting Member	Signature	Date	Dept		
James Wilson	YES		7/20/16	Sheriff's Office		
Mark White	YES		6/14/2016	Sheriff's Office		
Kurt Showalter	YES		7/20/16	Sheriff's Office		
Michael Gleason	YES		7/20/16	Sheriff's Office		
Kathleen Pokluda	YES		7-20-2016	Sheriff's Office		
Max Bricka	NO		7-20-16	Purchasing		
Brenda Fuller	NO		7-20-16	Purchasing		

Inmate Food Service Pricing Evaluation: #1605-081
Initial Evaluation before Best and Final Offer requests

JAIL INMATE FOOD SERVICE								
Jail Inmate Meal DURING JAIL KITCHEN CONSTRUCTION (temporary meal / snack preparation facility or by mobile transport)								
Vendor	Regular Meal \$	Dietary Snack \$	Notes	Cost per Inmate per day with 3 meals	Cost per day with 750 (maximum) Inmates	3 meals per day total cost during 120 day maximum construction	Cost of 88 Dietary Snacks per week (average) during 17.14 weeks of construction	Maximum cost for 120 days during construction using Mobile Kitchen (meals + snacks) (*1)
ABL	\$ 2.856	\$ 1.000	First option, not alternate menu	\$ 8.57	\$ 6,426.00	\$ 771,120.00	\$ 1,508.32	\$ 772,628.32
ARAMARK	\$ 1.725	\$ 0.500	Mobile Kitchen Option	\$ 5.18	\$ 3,881.25	\$ 465,750.00	\$ 754.16	\$ 466,504.16
TRINITY	\$ 2.766	\$ 1.350		\$ 8.30	\$ 6,223.50	\$ 746,820.00	\$ 2,036.23	\$ 748,856.23
Jail Inmate Meal DURING USE OF JAIL KITCHEN								
Vendor	Regular Meal \$	Dietary Snack \$ (not included in formula)	Notes	Cost per Inmate per day with 3 meals	Cost per day with 750 (maximum) Inmates	3 meals per day total cost during 245 days without construction	Cost of 88 Dietary Snacks per week (average) during 34.86 weeks without construction	Maximum cost for 245 days using Jail Kitchen(meals + snacks) (*2)
ABL	\$ 0.850	\$ 0.750	First option, not alternate menu	\$ 2.55	\$ 1,912.50	\$ 468,562.50	\$ 2,300.76	\$ 470,863.26
ARAMARK	\$ 0.925	\$ 0.500	Mobile Kitchen Option	\$ 2.78	\$ 2,081.25	\$ 509,906.25	\$ 1,533.84	\$ 511,440.09
TRINITY	\$ 0.945	\$ 0.450		\$ 2.84	\$ 2,126.25	\$ 520,931.25	\$ 1,380.46	\$ 522,311.71
Vendor	Point Value calculation for price = Low Bid divided by the bid then multiplied by the available points (40)				Calculated Pricing Points			Anticipated First Year Total Cost = (*1 + *2)
ABL					31.5			\$ 1,243,491.58
ARAMARK					40.0			\$ 977,944.25
TRINITY					30.8			\$ 1,271,167.94

OPTIONAL--Jail Staff Food Service						
Jail Staff Meal During Jail Kitchen Construction (temporary meal / snack preparation facility or by mobile transport)				Point Value calculation for price = Low Bid divided by the bid then multiplied by the available points (5)	Calculated Pricing Points	Total Yearly Cost per employee for 365 days
Vendor	Regular Meal \$		Notes			
ABL	\$ 3.00		First option, not alternate menu		4.6	\$ 1,095.00
ARAMARK	Varies		Non responsive. Did not provide price per meal, as requested. Ala Carte Menu provided. Zero points awarded.		0.0	Unable to be determined
TRINITY	\$ 2.75				5.0	\$ 1,003.75
Jail Staff Meal During Use of Jail Kitchen					Calculated Pricing Points	Total Yearly Cost per employee for 365 days
Vendor	Regular Meal \$		Notes			
ABL	\$ 3.00				Same as above	Same as above
ARAMARK	Varies		Non responsive. Did not provide price per meal, as requested. Ala Carte Menu provided. Zero points awarded.		Same as above	Same as above
TRINITY	\$ 2.75				Same as above	Same as above

Inmate Food Service Pricing Evaluation: #1605-081

Best and Final Offer Pricing

JAIL INMATE FOOD SERVICE								
Jail Inmate Meal DURING JAIL KITCHEN CONSTRUCTION (temporary meal / snack preparation facility or by mobile transport)								
Vendor	Regular Meal \$	Dietary Snack \$	Notes	Cost per Inmate per day with 3 meals	Cost per day with 750 (maximum) Inmates	3 meals per day total cost during 120 day maximum construction	Cost of 88 Dietary Snacks per week (average) during 17.14 weeks of construction	Maximum cost for 120 days during construction using Mobile Kitchen (meals + snacks) (*1)
ABL	\$ 2.8372	\$ 1.0000	First option, not alternate menu	\$ 8.51	\$ 6,383.70	\$ 766,044.00	\$ 1,508.32	\$ 767,552.32
ARAMARK	\$ 1.7250	\$ 0.5000	Mobile Kitchen Option	\$ 5.18	\$ 3,881.25	\$ 465,750.00	\$ 754.16	\$ 466,504.16
TRINITY	\$ 2.7660	\$ 1.3500	No BAFO price change	\$ 8.30	\$ 6,223.50	\$ 746,820.00	\$ 2,036.23	\$ 748,856.23
Jail Inmate Meal DURING USE OF JAIL KITCHEN								
Vendor	Regular Meal \$	Dietary Snack \$ (not Included In formula)	Notes	Cost per Inmate per day with 3 meals	Cost per day with 750 (maximum) Inmates	3 meals per day total cost during 245 days without construction	Cost of 88 Dietary Snacks per week (average) during 34.86 weeks without construction	Maximum cost for 245 days using Jail Kitchen(meals + snacks) (*2)
ABL	\$ 0.8464	\$ 0.7500	First option, not alternate menu	\$ 2.54	\$ 1,904.40	\$ 466,578.00	\$ 2,300.76	\$ 468,878.76
ARAMARK	\$ 0.9100	\$ 0.5000	Mobile Kitchen Option	\$ 2.73	\$ 2,047.50	\$ 501,637.50	\$ 1,533.84	\$ 503,171.34
TRINITY	\$ 0.9450	\$ 0.4500	No BAFO price change	\$ 2.84	\$ 2,126.25	\$ 520,931.25	\$ 1,380.46	\$ 522,311.71
Vendor	Point Value calculation for price = Low Bid divided by the bid then multiplied by the available points (40)				Calculated Pricing Points		Difference from initial pricing (1st year)	Anticipated First Year Total Cost = (*1 + *2)
ABL					31.4		\$ (7,060.50)	\$ 1,236,431.08
ARAMARK					40.0		\$ (8,268.75)	\$ 969,675.50
TRINITY					30.5		\$ -	\$ 1,271,167.94

OPTIONAL--Jail Staff Food Service						
Jail Staff Meal During Jail Kitchen Construction (temporary meal / snack preparation facility or by mobile transport)				Point Value calculation for price = Low Bid divided by the bid then multiplied by the available points (5)	Calculated Pricing Points	Total Yearly Cost per employee for 365 days
Vendor	Regular Meal \$		Notes			
ABL	\$ 3.00		First option, not alternate menu		4.6	\$ 1,095.00
ARAMARK	Varies		Non responsive. Did not provide price per meal, as requested. Ala Carte Menu provided. Zero points awarded.		0.0	Unable to be determined
TRINITY	\$ 2.75				5.0	\$ 1,003.75
Jail Staff Meal During Use of Jail Kitchen					Calculated Pricing Points	Total Yearly Cost per employee for 365 days
Vendor	Regular Meal \$		Notes			
ABL	\$ 3.00				Same as above	Same as above
ARAMARK	Varies		Non responsive. Did not provide price per meal, as requested. Ala Carte Menu provided. Zero points awarded.		Same as above	Same as above
TRINITY	\$ 2.75				Same as above	Same as above



L.C. "TONY" MARSHALL
Chief Deputy

JAMES R. WILSON
WILLIAMSON COUNTY SHERIFF

508 South Rock Street
Georgetown, Texas 78626
Phone (512) 943-1300 * Fax (512) 943-1393

MIKE COWIE
Asst Chief Deputy- Law Enforcement

MIKE GLEASON
Asst Chief Deputy - Corrections

Date: July 20, 2016

To: Max Bricka, Purchasing Director
Brenda Fuller, Senior Purchasing Specialist

From: Kurt Showalter, Financial Manager

Subject: RFP #1605-081 Food Services for Williamson County Jail

BACKGROUND

The Williamson County Sheriff Office provides meals for inmates housed at the Williamson County Jail via of a private vendor under the direction of jail employees. Currently the jail has a population of approximately 750 inmates requiring three meals per day.

EVALUATION MEASURES

1. References (10 points)
2. Experience (10 points)
3. Prior Experience providing food service to inmates from an exterior location (20 points)
4. Compliance with Proposal Specification (20 points)
5. Price per inmate meal (40 points)
6. Price for jail staff meals (5 points)

The evaluation sheet that provides scoring has been signed and submitted to the Purchasing Department for inclusion with this recommendation.

FINANCIAL IMPACT

The budgeted amount of \$707,706.96 should be sufficient to complete fiscal year 2016. With an anticipated average daily population of 825 inmates, \$1,066,642.90 will be required for jail food service for fiscal year 2017.

RECOMMENDATION

After detailed review and careful consideration by the five member evaluation committee together with the direction of the two purchasing department representatives, the proposal submitted by Aramark is the best apparent solution to the project for which the RFP was issued. As a result, our recommendation to the Commissioner's Court is to award the jail food service to Aramark.

Each respondent's submission was appreciated and received complete consideration.

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.

Aramark Correctional Services, LLC
Philadelphia, PA United States

Certificate Number:
2016-30841

Date Filed:
03/24/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

#11WCAP108

Food Service for the Williamson County Jail Facility

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Munnely, Joseph	Philadelphia, PA United States	X	
Dirx, Christian	Philadelphia, PA United States	X	
Adams, Mark	Philadelphia, PA United States	X	
Hanner, John	Philadelphia, PA United States	X	
Aramark Services, Inc.	Philadelphia, PA 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.

Mark Adams

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mark Adams, this the 24th day of March, 2016, to certify which, witness my hand and seal of office.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Carolyn E. Colton, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Jan. 18, 2017

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Carolyn E. Colton

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OPERATING AGREEMENT - FOOD SERVICE

This **OPERATING AGREEMENT** (the "Agreement") is made as of _____, 2016 by and between the **Williamson County, TX**, with offices at 901 South Austin Avenue, Georgetown, Texas 78626 (the "County"), and **ARAMARK Correctional Services, LLC**, a Delaware limited liability company, having a place of business at the ARAMARK Tower, 1101 Market Street, Philadelphia, Pennsylvania 19107 ("ARAMARK").

WITNESSETH:

1. **GRANT:** The County hereby grants to ARAMARK the exclusive right to provide food service (excluding vending machine operation) for the County's inmates, staff and visitors at the Williamson County Jail, located at 306 W 4th St, Georgetown, TX 78626 (the "Facility"). ARAMARK hereby agrees to furnish nutritious, wholesome, and palatable food to such inmates, staff and visitors in accordance with this Agreement. The food service shall meet all current standards as established by:

- A. The American Correctional Association.
- B. The Food and Nutritional Board of the National Academy Science as prescribed for inmates.
- C. The State of Texas.

2. **OPERATIONAL RESPONSIBILITIES:**

A. **Facilities And Equipment:** The County shall, at its expense, provide ARAMARK with adequate preparation kitchen, office and storage facilities at the Facility, completely equipped and ready to operate, together with such heat, refrigeration and utilities services (including telephone and internet service) as may be reasonably required for the efficient performance of the Agreement.

The County shall furnish building maintenance services for the Facility and shall provide preventive maintenance and equipment repairs and replacements for the County-owned equipment. ARAMARK shall pay County a maintenance fee in the amount of Two Thousand US Dollars (\$2,000.00) per month within 30 days after the end of each month.

The County shall furnish and maintain an adequate inventory of serviceware, thermal tray and delivery equipment, pots, pans, beverage containers and utensils at the Facility.

Should the County fail to provide the equipment, repair, maintenance and replacement services or supplies described in this Section, after notice from ARAMARK to do so, ARAMARK may, in its discretion and at its option, choose to provide, and bill the County

for, such equipment, repair, maintenance and replacement services or supplies. In that event, the County shall pay for such equipment, repair, maintenance and replacement services or supplies at the prices billed by ARAMARK. Such prices shall be competitive with the cost of obtaining such products or services from an independent source in the open market.

B. Emergency Plan: ARAMARK shall submit a contingency emergency plan to provide for meal service in the event of a Force Majeure (hereinafter defined) within 60 days after the commencement of operations. In the event of a Force Majeure, the County shall assist ARAMARK by permitting reasonable variations in ARAMARK's menu cycle and service methods. However, ARAMARK shall not be relieved of its responsibility to provide meal service under the terms of this Agreement. Additional costs, if any, incurred in providing service in the event of a Force Majeure shall be borne by the County. The term "Force Majeure" means any war, riot or other disorder, strike or other work stoppage, act of terrorism, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

C. Meal Delivery: Facility personnel shall receive meals at the County kitchen, shall transport such meals to appropriate areas, and shall return all trays and delivery equipment to ARAMARK at the County kitchen, in a timely manner.

D. Food Products And Cleaning Supplies: ARAMARK shall purchase and pay for all food products and kitchen cleaning supplies. Products purchased for use in the food service operation shall be the property of ARAMARK. The County shall be responsible for providing maintenance supplies and for maintaining kitchen appliances and equipment at the County's expense.

ARAMARK shall purchase all food products from USDA inspected plants that are approved as strictly complying with food safety standards. All food products purchased have a manufacturer's and distributor's assurance of safe handling. Food products are reviewed and approved by ARAMARK's registered dietitians to ensure that the food products meet inmate acceptability and nutritional standards.

E. Portion Size Requirements: All entrée portions listed on the menu that are purchased fully cooked, within the manufacturer's tolerance specifications, are based on weight measurements prior to reheating. Casserole portions and entrée portions made from scratch are based upon weight measurements after the food has been cooked according to standardized recipes.

F. Menu: The menu served at the Facility may be modified in any way by mutual agreement of the parties.

G. Sanitation: ARAMARK shall be responsible for daily cleaning and housekeeping in the food preparation, service, receiving and storage areas, and shall, on a

continuing basis, maintain high standards for sanitation. The County shall provide janitorial services outside the kitchen facilities provided to ARAMARK. The County shall clean the vents and ductwork leading to the roof from food preparation areas. The County shall be responsible for extermination services and the removal of trash and garbage from the designated food service area.

H. Personnel: ARAMARK shall provide on-site management and supervisory personnel, and from its regional and headquarters locations, administrative, dietetic, purchasing, equipment consulting and personnel advice and supervision. The County shall provide inmate workers at the Facility kitchen. The number of inmates required shall be determined by the County liaison and ARAMARK's district manager prior to the commencement of operations. Such inmates shall be assigned duties in the food service operation that may include sanitation, food preparation and production, and storeroom functions.

The County acknowledges that ARAMARK has invested considerable amounts of time and money in training its management and supervisory employees in systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques and other valuable information which is proprietary and unique to ARAMARK's manner of conducting its business and that such information is available, on a confidential basis, to ARAMARK's management and supervisory employees. Therefore, the County agrees that management and supervisory employees of ARAMARK shall neither be hired by the County for the term of this Agreement and twelve (12) months thereafter, nor shall the County permit management and supervisory employees of ARAMARK to be employed on the County's premises for a period of twelve (12) months subsequent to the termination of this Agreement (unless such employees were formerly employees of the County). For the purpose of this prohibition, "management and supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on the County's premises at any time during the twelve (12) month period immediately preceding termination of this Agreement.

In addition, the County agrees that if it violates the conditions set forth in the immediately preceding paragraph, then the County shall pay to ARAMARK, and ARAMARK shall accept as liquidated damages and not as a penalty for such breach, an amount equal to two times the annual salary of each ARAMARK management or supervisory employee hired by the County or allowed to work on the County's premises in violation of the terms of this Agreement.

The County retains the right to thoroughly investigate any current or prospective employees assigned to the Facility, subject to applicable Federal, state and local laws and regulations, including but not limited to, the Federal Polygraph Protection Act, as amended. If ARAMARK incurs any costs, including legal fees, retroactive wages and damages, as a result of any personnel action taken by the County or by ARAMARK at the direction of the County, which ARAMARK would not have taken but for the County's direction, the County shall reimburse ARAMARK for such costs.

I. Equal Employment Opportunity: ARAMARK and the County mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age, marital status, or other criteria made illegal by state or federal law or the County policy. In addition, ARAMARK agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed above.

J. Insurance: ARAMARK shall provide and maintain the following insurance coverage:

Worker's Compensation insurance as required by law.

Comprehensive General (Public) Liability to include (but not be limited to) the following: Premises/operation; independent contractors; bodily injury; products/completed operation; contractual liability with a combined single limit for bodily injury and property damage of \$1,000,000.00 per occurrence. ARAMARK may satisfy these requirements through a combination of primary and excess coverage.

The County and ARAMARK waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

Any insurance coverage (additional insured or otherwise) that ARAMARK provides for the County, its officers, employees, agents and servants shall only cover liability assumed by ARAMARK in this Agreement; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the County or its officers, employees, agents and servants.

K. Hazardous Substances; Pre-Existing Conditions. ARAMARK has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to the County or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the "Hazardous Substances") at the Facility or the surrounding premises. The County will comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the term of this Agreement, regarding such Hazardous Substances on the County's premises. The County will inform ARAMARK of the presence of such Hazardous Substances and acknowledges that ARAMARK employees will not be required to work in any location where they could be exposed to such Hazardous Substances. ARAMARK has advised the County that it does not provide or assume any responsibility to monitor or

remediate mold, fungi, mildew, indoor air quality or any similar conditions, and that all determinations and corrective actions regarding mold, fungi, mildew, indoor air quality and any similar conditions shall be made by the County or a third party retained by the County. In no case will any ARAMARK employee act in the capacity of a "Designated Person" (within the meaning of the Asbestos Hazard Emergency Response Act, "AHERA"), which duties remain solely with the County.

ARAMARK will not be responsible for any conditions that existed in, on, or upon the Facility before the commencement date of this Agreement ("Pre-Existing Conditions"), including, without limitation, environmental impairments, and other conditions. The County shall indemnify and hold harmless ARAMARK, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against any liability related to, or arising out of, any defective condition or the presence of Hazardous Substances or Pre-Existing Conditions on or at the Facility or the surrounding premises, or the claimed or actual release or threatened release or disposal of Hazardous Substances from or at the Facility, to the extent not caused by the willful misconduct or grossly negligent acts or omissions of ARAMARK, its employees or subcontractors, including, without limitation, fines, penalties, clean-up costs, or costs of other environmental remediation measures.

L. Damages: ARAMARK's liability hereunder shall not under any circumstances exceed the greater of (a) two (2) percent of the net revenue received by ARAMARK pursuant to this Agreement during the twelve (12) months prior to the applicable claim or (b) the actual proceeds of insurance (not to exceed the maximum limits of insurance required by Section 2.J.), less any applicable deductible. In no event will either party be liable to the other party for any loss of business, business interruption, consequential, special, indirect or punitive damages.

M. Compliance With Laws: Each party hereto shall comply with all statutes, lawful ordinances, regulations and requirements, federal, state, and local applicable to their activities hereunder. The County shall provide reasonable and adequate physical security at all times for ARAMARK employees, suppliers, management and other authorized visitors.

N. License, Fees, Permits, And Taxes: ARAMARK shall secure and pay for all federal, state and local licenses, permits and fees required for the food service operation. The County represents and warrants that it is a tax-exempt entity and, further, agrees to provide evidence of its tax-exempt status to ARAMARK upon request. The County further agrees to notify ARAMARK promptly in the event of a change in its tax-exempt status. In the event that a determination is made by a government authority that any sales, purchases, payments or use of property made to or by ARAMARK under this Agreement, either in whole or in part, is subject to any sales, use, gross receipts, property or any similar tax which tax was not contemplated by the parties at the commencement of operations hereunder, the full amount of any such tax liability, together with any interest paid by ARAMARK, shall be invoiced by ARAMARK and shall be

reimbursed by the County, notwithstanding the fact that this Agreement may have expired or been terminated for any reason by either party prior to the date of such determination.

3. FINANCIAL AND ACCOUNTING ARRANGEMENTS:

A. Meal Service and Prices: ARAMARK shall provide meals to the County's inmates, staff and visitors at the per meal prices set forth in Attachment A. ARAMARK will provide, at no additional cost, a lacto-ovo vegetarian and/or vegan diet for all religious requests from the administrative or religious authority. Other religious meals requested by the administration or religious authority, such as prepackaged meals, shall be provided at a price to be mutually agreed in advance. The County shall notify ARAMARK of the actual number of meals ordered each day at a mutually agreed upon time prior to meal service, and the County shall make additions or deletions to such order within a mutually agreed upon time prior to meal service. When the initial notice of meals ordered is not given timely, ARAMARK shall prepare and will be paid for the same number of meals as prepared for the previous day.

B. Price Adjustments: The per meal prices stated in this Agreement are firm for the period beginning on the Effective Date and ending on July 31, 2019. Per meal prices for each subsequent 12-month period shall be increased on each anniversary of the Effective Date by an amount to be mutually agreed upon and set forth in an amendment to this Agreement in the form attached hereto as Attachment B; provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased as further set forth below by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served at the facilities covered by this Agreement (the "Client Menu"). The period for determining CPI-FAH and Market Basket of Products increases shall be [month] of the immediately preceding year to [month] of the then-current year (the "Base Period").

As set forth on the sample client statement attached as Attachment C, a copy of which shall be provided prior to implementing any price adjustments pursuant to this section, the "Market Basket of Products" represents categories or types of products that are generally used in the Client Menu. Such products are classified into the following six categories of food items (each, a "Menu Category"): beverage (composed of juice and non-alcoholic drinks other than milk); baked goods; produce (composed of fruits and vegetables); dairy; meat; and grocery items (composed of the food items in the menu that are not otherwise included in one of the preceding categories). Each Menu Category will be ascribed a percentage (the "Category Weighting") representing the proportion of the Client Menu that such Menu Category approximately represents based on purchasing levels during the Base Period. Each Category Weighting will then be multiplied by the percentage change in the corresponding Bureau of Labor Statistics ("BLS") category compiled by the U.S. Department of Labor and published at www.bls.gov for the Base Period, and the results of each such calculation will be added together to arrive at the

overall percentage change which will represent the Market Basket of Products. For the avoidance of doubt, the BLS categories to be multiplied by the Category Weightings are (1) Beverage, All Urban Consumers, U.S. City Average; (2) Baked Goods, All Urban Consumers, U.S. City Average; (3) Produce, All Urban Consumers, U.S. City Average; (4) Dairy, All Urban Consumers, U.S. City Average; (5) Meat, All Urban Consumers, U.S. City Average; and (6) Food, All Urban Consumers, U.S. City Average. In the event that there are any changes in the method in which the BLS reports its annual statistics, including any changes or modifications to any of the applicable BLS categories, the parties agree to negotiate a mutually agreeable modification to the appropriate Market Basket of Products category or categories or the methodology described above. If the parties do not agree on such a modification, ARAMARK shall have the right to terminate the Agreement upon 90 days' prior written notice. The Market Basket of Products is designed to approximate price adjustments with product cost increases at the facility or facilities covered by this Agreement. The Market Basket of Products is an estimate of food costs only and actual costs may vary. While the Menu Categories attempt to approximate the products served at the facility or facilities covered by this Agreement, they may not precisely parallel actual usage or the BLS categories listed above.

Please refer to Attachment C for an example of the Market Basket of Products calculation.

C. Additional Services: Food, beverage and other services required or desired by the Facility outside the scope of this Agreement (including Fresh Favorites) shall be provided by ARAMARK upon written authorization by the County and/or Sheriff at mutually agreed upon prices for such services.

D. Initial Four-Week Payment: Prior to the commencement of operations hereunder, ARAMARK shall submit to the County an invoice for an amount equal to the estimate of ARAMARK's total meal billings for one (1) four-week accounting period (the "Initial Payment").

Prior to each anniversary of the commencement of operations hereunder, ARAMARK shall submit to the County an invoice in an amount equal to the increase, if any, or a credit memo for the decrease, if any, in such Initial Payment from the amount previously billed.

The foregoing payments shall be retained by ARAMARK and credited to the County at the time of the last billing made by ARAMARK to the County at the termination of this Agreement.

E. Billing: ARAMARK shall submit to the County on the first day of every week, for the preceding week an invoice for inmate/staff meals ordered or served, whichever is greater, and other goods or services provided by ARAMARK, if any. The invoice shall reflect the preceding week's food services detailing the greater of the number of meals served or ordered on a daily basis as follows:

1. Adult inmate meals
2. Staff/visitor meals
3. Any additional food, beverage or other services, as required

ARAMARK shall provide the County with a comprehensive monthly summary of meals, services and credits. This summary shall be forwarded to the County Administrator or his designee each month.

F. Manner Of Payment: Payment shall be made by check payable to ARAMARK Correctional Services, LLC within fifteen (15) days after the invoice date. Such payment shall be sent to:

ARAMARK Correctional Services, LLC
Aramark Chicago Lockbox
27310 Network Place
Chicago, IL 60673-1273

(Payments only shall be sent to this address, all other correspondence shall be sent to the address set forth in Section 9 hereof.) If any invoices are not paid within twenty-five (25) days of the invoice date, interest shall be charged on each invoice at One Hundred Twenty-Five Percent (125%) of the Prime Interest Rate per annum on the unpaid balance (or in the event local law prohibits the charging of such rate, interest shall be charged at the maximum legal rate permitted), computed from the invoice date until the date paid. The term "Prime Interest Rate" shall mean the interest rate published in The Wall Street Journal as the base rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. commercial banks, such rate to be adjusted on the last day of each ARAMARK accounting period.

The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK's right to receive payment of invoices within fifteen (15) days of the invoice date. In the event that ARAMARK incurs legal expense in enforcing its right to receive timely payment of invoices, the County agrees to pay reasonable attorney's fees and other costs.

G. Financial Commitment: Aramark shall make a financial commitment to County in an amount up to Ten Thousand Dollars (\$10,000.00) (the "Financial Commitment"). County agrees to invest the Financial Commitment in purchase of the following equipment for the officer's break room at the Facility: a television, installing wi-fi, a salad bar and other break room furniture, unless otherwise agreed by the parties.

4. MATERIAL ADVERSE CHANGE: The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond ARAMARK's control, including, but not limited to, a change in the scope of ARAMARK's services; menu changes; a

decrease in the Facility's inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities and supply costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations including any applicable Child Nutrition Programs; or other unforeseen external market conditions outside ARAMARK's control, then ARAMARK shall give County written notice of such increase or change, and within thirty (30) calendar days after such notice, ARAMARK and County shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to ARAMARK's price per meal, modifications to the menu, or modifications to ARAMARK's scope of services.

5. **ACCESS AND RECORDS:** ARAMARK will maintain accurate books and records in connection with the food service operation and shall retain such records for thirty-six (36) months after the close of the federal fiscal year (October 1, through September 30).

6. **TERM OF AGREEMENT:** The initial term of this Agreement shall commence on August 1, 2016 (the "Effective Date"), and shall continue through July 31, 2019. By mutual agreement, this Agreement may be renewed for two (2) additional one year periods. Thereafter, the County and ARAMARK may extend this Agreement for additional periods of twelve (12) months each, provided that the services to be provided, and the prices thereof, for the extension period, have been mutually agreed upon by the County and ARAMARK.

7. **TERMINATION:**

A. **Termination For Convenience:** Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon ninety (90) days notice to the other party.

B. **Termination For Default:** Either party may terminate this Agreement upon a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default.

C. **Consequences Of Termination:** If this Agreement is terminated under any circumstances, the County shall pay ARAMARK for all inmate and staff meals, and other services, provided by ARAMARK to and including the date of termination, at the prices and within the payment periods set forth in this Agreement. The County's obligation to pay for meals and services provided shall survive the termination or expiration of this Agreement.

Upon the expiration or any termination of this Agreement, the County agrees, if requested by ARAMARK, to purchase ARAMARK's usable inventory of food and supplies. The purchase price for such inventory shall be ARAMARK's invoice cost.

8. **NOTICE:** All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective address first set forth above, or such other address as it may designate, by notice given as aforesaid.

9. **CONFLICTS OF INTEREST:** ARAMARK covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of this Agreement and no person having any such interest shall be employed. In addition, no officer, agent or employee of the County and no member of its governing body shall participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, association which he/she is directly or indirectly interested or has any personal or pecuniary interest.

10. **CONFIDENTIAL INFORMATION:** All financial, statistical, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer programs relative to or utilized in ARAMARK's business (collectively, the "ARAMARK Proprietary Information") are and shall remain confidential and the sole property of ARAMARK and constitute trade secrets of ARAMARK. The County shall keep all ARAMARK Proprietary Information confidential and shall use the ARAMARK Proprietary Information only for the purpose of fulfilling the terms of this Agreement. The County shall not photocopy or otherwise duplicate any materials containing any ARAMARK Proprietary Information without the prior written consent of ARAMARK. Upon the expiration or any termination of this Agreement, all materials containing any ARAMARK Proprietary Information shall be returned to ARAMARK.

11. **ASSIGNMENT:** ARAMARK may not assign this Agreement without the County's prior written consent (not to be unreasonably withheld, conditioned or delayed), except that ARAMARK may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required. The term "affiliate" means any corporation, limited liability company or any other person controlling, controlled by or under common control with, ARAMARK.

12. **PRESS RELATIONS:** ARAMARK shall coordinate with the County Sheriff or Facility Administrator on any and all press or media releases.

13. **ENTIRE AGREEMENT:** This Agreement represents the entire agreement and understanding between the County and ARAMARK and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the County and ARAMARK.

14. **SEVERABILITY:** If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this

Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

15. **WAIVER**: The failure of ARAMARK or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

ARAMARK Correctional Services, LLC

**Williamson County
State of Texas**

By: 

Name: Mark R. Adams

Title: Vice President, Finance

By: _____

Name:

Title:

Attachment A
Williamson County, TX
Effective August 1, 2016 through July 31, 2019

Based on the option selected by the County, Price Per Meal shall be as follows:

Option 1 - MOBILE KITCHEN

1. During Jail Kitchen Construction (temporary meal/snack preparation facility or by mobile transport):
 - a. Per Person, Per Regular Meal (breakfast, lunch and dinner) – During Jail Kitchen Construction (temporary meal preparation facility or by mobile transport): **\$1.725**; and
 - b. Per Person, Per Dietary Snack – During Jail Kitchen Construction (snacks prepared in temporary meal preparation facility or by mobile transport): **\$0.50**.
2. During Use of Jail Kitchen:
 - a. Per Person, Per Regular Meal (breakfast, lunch and dinner) – Meals Prepared in Jail Kitchen: **\$0.91**; and
 - b. Per Person, Per Dietary Snack – Snacks Prepared in Jail Kitchen: **\$0.50**.

Option 2 – JUVENILE KITCHEN

1. During Jail Kitchen Construction (temporary meal/snack preparation facility or by mobile transport):
 - c. Per Person, Per Regular Meal (breakfast, lunch and dinner) – During Jail Kitchen Construction (temporary meal preparation facility or by mobile transport): **\$1.185**; and
 - d. Per Person, Per Dietary Snack – During Jail Kitchen Construction (snacks prepared in temporary meal preparation facility or by mobile transport): **\$0.50**.
2. During Use of Jail Kitchen:
 - c. Per Person, Per Regular Meal (breakfast, lunch and dinner) – Meals Prepared in Jail Kitchen: **\$0.91**; and
 - d. Per Person, Per Dietary Snack – Snacks Prepared in Jail Kitchen: **\$0.50**.

FORM OF AMENDMENT FOR IMPLEMENTING MARKET BASKET INCREASES

Attachment B

Amendment No. __ to Operating Agreement

THIS AMENDMENT NO. __ (the "Amendment"), is entered into this ____ day of _____, 20__ by and between _____, with offices at _____ ("_____"), and **ARAMARK Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business located at the ARAMARK Tower, 1101 Market Street, Philadelphia PA 19107 ("ARAMARK").

WHEREAS, _____ and ARAMARK entered into an _____ dated _____ for the management of the food service operation at _____ (as amended, the "Agreement");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective _____.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Price Adjustment:** In accordance with [Paragraph __ of Amendment No. __ to the Agreement]/[Paragraph __ of the Agreement], the parties agree that the price per meal charged to _____ by ARAMARK shall be changed as set forth on Attachment A as a result of [changes in the Consumer Price Index]/[changes in the Market Basket of Products]/[mutual agreement of the parties]. This price shall be effective from _____, 20__ through _____, 20__ , and shall supersede in all respects the price per meal set forth in Paragraph [] of the Agreement or in any other prior agreements between the parties.

2. **Release:** The methodology used to determine the price increase above, including the Category Weighting percentages ascribed to each Menu Category, has been reviewed and accepted by the parties. By their execution of this Amendment, each party hereby waives and releases any and all claims it may have based upon or arising out of any such methodology (including the elements thereof) used to calculate the price per meal as set forth in this Amendment, and further agrees not to bring any action, suit or proceeding challenging such methodology or calculation.

3. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. __ to be signed by their duly authorized representatives the day and year first written above.

ARAMARK Correctional Services, LLC

[_____]

By: _____

By: _____

Sample Client Statement - Market Basket of Products Calculation

XYZ County Exhibit

Market Basket Price Redetermination Statement

Period Ended Current Month xxth, 2009

<u>CATEGORY</u>	<u>Menu Weighting</u>	<u>Current Month Category CPI %</u>	<u>Weighted CPI %</u>
Baked Goods	12.62%	8.83%	1.11%
Beverage	5.68%	4.71%	0.27%
Dairy	12.51%	-5.00%	-0.63%
Grocery *	23.32%	4.80%	1.12%
Produce	17.15%	1.00%	0.17%
Protein	28.73%	5.20%	1.49%
TOTAL	100.00%		3.54%

Current Month CPI Food Away from Home Index

4.76%

Greater of Market Basket to Current Month CPI - Food Away from Home

4.76%

XYZ County Exhibit

Market Basket Price Redetermination Statement

Period Ended Current Month xxth, 2009

<u>CATEGORY</u>	<u>Menu Weighting</u>	<u>Current Month Category CPI %</u>	<u>Weighted CPI %</u>
Baked Goods	12.62%	8.83%	1.11%
Beverage	5.68%	4.71%	0.27%
Dairy	12.51%	6.00%	0.75%
Grocery *	23.32%	4.80%	1.12%
Produce	17.15%	1.00%	0.17%
Protein	28.73%	5.20%	1.49%
TOTAL	100.00%		4.92%

Current Month CPI Food Away from Home Index

4.76%

Greater of Market Basket to Current Month CPI - Food Away from Home

4.92%

Notes

- * This category includes all menu items that are not otherwise included in another Menu Category. ARAMARK applies the BLS CPI Food index to the "Grocery" Menu Category for the calculation. The "Food" index encompasses the items in all Menu Categories in addition to food items not used at the facility or facilities covered by this Agreement.

Commissioners Court - Special Session**54.****Meeting Date:** 07/28/2016

Specific and Aggregate Stop Loss Insurance

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 RFP#1605-083, Specific & Aggregate Stop Loss Insurance for Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsRFP package

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 07/21/2016

Reviewed By

Wendy Coco

Date

07/21/2016 10:08 AM

Started On: 07/21/2016 08:27 AM



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION

Specific & Aggregate Stop Loss Insurance

**PROPOSALS MUST BE RECEIVED ON OR
BEFORE:**

Aug 23, 2016 3:00:00 PM CDT

**PROPOSALS WILL BE PUBLICLY
OPENED:**

Aug 23, 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.

Williamson County prefers and requests electronic submittal of this proposal.

All electronic proposals must be submitted via: www.bidsync.com

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Proposal Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this RFP.

Respondents are strongly encouraged to carefully read this entire RFP.

Electronic proposals are requested, however paper proposals will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Please note that a complete package must be submitted choosing one of the above two methods.

Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

- ✓ If mailed or delivered in person, Proposals and Proposal addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFP, to:

Williamson County Purchasing Department
Attn: **PROPOSAL NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Proposal.
- ✓ **Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.**
- ✓ Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
- ✓ Facsimile transmittals will NOT be accepted.
- ✓ Proposals will be publicly opened in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.
- ✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.
- ✓ It is the Respondent's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.
- ✓ Any addenda and/or other information relevant to the RFP will be posted on www.bidsync.com.
- ✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.
- ✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

Bid 1605-083 Specific & Aggregate Stop Loss Insurance

Bid Number **1605-083**
 Bid Title **Specific & Aggregate Stop Loss Insurance**

Bid Start Date **In Held**
 Bid End Date **Aug 23, 2016 3:00:00 PM CDT**
 Question & Answer End Date **Aug 17, 2016 5:00:00 PM CDT**

Bid Contact **Kerstin N Hancock**
512-943-1546
khancock@wilco.org

Contract Duration **12 months**
 Contract Renewal **2 annual renewals**
 Prices Good for **90 days**

Bid Comments **Williamson County is seeking proposal for Specific Aggregate Stop Loss Insurance. Respondent must specify any deviation from the RFP in their proposal on the "Statement of Compliance" form. It will be assumed that the Respondent's Proposal is in compliance with the RFP specifications if deviations are not noted on the "Statement of Compliance" form.**
Secure copy of the census and the LCR (Large Claim Review) or any additional information can be obtained by emailing khancock@wilco.org
All required documents must be attached:
 - Fee Proposal Appendix A
 - Statement of Compliance
 - Conflict of Interest Questionnaire
 - Bidder References
 - RFP Affidavit

Item Response Form

Item **1605-083--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 documents to this line item:

- Fee Proposal Appendix A
- Statement of Compliance
- Conflict of Interest Questionnaire
- Bidder References
- RFP Affidavit

1. PROPOSAL SPECIFICATIONS

1.1 Background Information

Williamson County has a self-insured Medical benefit program administered by Aetna Inc. utilizing both Aetna's Choice POS 2 network and The Seton Health Alliance ACO. The County offers Two (2) Medical plans. These plans differ by network.

The County's current ISL is \$250,000 and the Aggregate is a 120% corridor.

This RFP is for:

Specific & Aggregate Stop Loss Insurance

The County does not have the staff to increase their job functions being performed currently. Therefore, any carrier/administrator must be willing to meet all the stated current services as a minimum and clearly outlined in his or her Proposal any deviations from those stated within the RFP.

You must specify any and all deviations in your Proposal and the RFP on the "Statement of Compliance". **It will be assumed that your Proposal is in compliance if deviations are not noted in the "Statement of Compliance".** This RFP has outlined the services the County expects as a minimum requirement.

Any prospective Respondent will be responsible for having qualified personnel and computerized systems capable of handling a case of this size and the flexible plan of benefits. The Respondent must provide references and proof of the provider's ability to serve satisfactory to the County. This Contract will not be based upon cost alone but will place equal importance on ability to pay claims timely and accurately, and on the ability of the provider to serve satisfactorily to the County.

It is not the intent of the County that commissions are built into the Proposals. Commissions, fees or other reimbursement arrangements are prohibited. Each Respondent must sign the **Non- Collusion Affidavit enclosed or their Proposal will not be considered.**

If you have any technical questions about the specifications, please submit all questions in writing to Bidsync at www.Bidsync.com

FOR AN ELECTRONIC COPY OF THE CENSUS OR INFORMATION ON CLAIMS THAT ARE 50% OF THE INDIVIDUAL SPECIFIC, PLEASE SUBMIT YOUR REQUEST IN WRITING TO khancock@wilco.org

1.2 General Carrier Requirements

1.2.1 Specific Stop-Loss

Williamson County is looking to go to a 12 month contract from 01/1/17 through 12/31/17. The requested specific is for \$250,000 Deductible and should be a 24/12 paid contract. The optional requests are for a \$225,000 and \$275,000 deductible and it should be a 24/12 contract. The specific and aggregate should include all **prescription drug** claims and exclude all claims from the stand alone dental and vision plans. Proposals must clearly

state any limitations in regards to an unlimited lifetime maximum benefit.

Note: Respondents are encouraged to give options for more than a single year contract. Any Lasers, Aggregating Specific or different contract periods, must be finalized after the receipt of updated materials. Non-acceptance of this requirement must be outlined on the Statement of Compliance Form in the Proposal.

1.2.2 Aggregate Excess Protection

The aggregate attachment point must be proposed on 120% of projected paid claims. Corridors of lesser amounts such as 115% will receive preferential review. A monthly cap should be given as an option. Each Proposal must state exactly the monthly and total attachment point dollar amount the time period covered, and if there are any restrictions.

1.2.3 Transitional Process

The selected carrier shall be responsible for all claims incurred on/or after **January 1, 2017 and paid from January 1, 2017 through December 31, 2017.** The County desires that covered employees and their dependents should not be adversely affected by a change in insurance carriers. A "no-loss/no-gain" approach will apply to all participants covered under the new plan. It is imperative that any exclusions, limitations, or any other deviation be clearly outlined and discussed. A Respondent is expected to explain, in detail, their approach and responsibilities for total disabilities, active at work clauses, or any other limitations.

Proposals received with full protection – no limitations – will receive preference.

1.2.4 Commission

No commissions or service fees shall be paid to any party without disclosure.

1.2.5 Compliance with the Proposal

All responses are to be prepared according to the Proposal. Any item(s) your company cannot accommodate are to be disclosed in writing prior to binding acceptance by the consultant and the County. Any deviations from this request are to be discussed, in writing, with the consultant in advance of the due date. After the County has made a commitment and awarded the Contract, the carrier will be held responsible for **all items** contained in the specifications.

1.2.6 Effective Date

The effective date of the new contract(s) will be **January 1, 2017 for 12 months.** Following the initial contract term from November 1, 2017 to December 31, 2017, the County will have the option to renew the contract for two (2) one-year annual renewals.

1.2.7 Proposed Rates

A minimum rate guarantee of 12 (twelve) months is required. Please confirm this guarantee in your Proposal and denote any additional guarantees your company may wish to extend to the County. It is the County's intent to establish a one year contract with the new carrier(s) provided renewal rates are acceptable and can be given within your Proposal. **Multiple year rate guaranteed contracts will receive preference. Multiple year**

contracts must include a not to exceed cap for rate increase in the additional years.**1.2.8 Renewal Rates**

The selected carrier is asked to deliver a rate adjustment no later than 90 (ninety) days prior to the anniversary date each year.

1.2.9 Ownership of Records

All records, member files and miscellaneous data necessary to administer the plan shall be the property of the County. The selected carrier will be asked to transfer records to the County within 30 (thirty) days of notice of termination.

1.2.10 Master Policy

The master policy shall be provided to the County no later than 30 (thirty) days from effective date. Please confirm your ability to provide this service and meet the deadline in your Proposal.

1.2.11 Plan Changes and Amendments

If changes in the plan of benefits or servicing requirements are needed, such changes will be made in writing and deemed as an amendment to the Contract.

1.2.12 Carrier Selection

The selection of the carrier is tentatively scheduled to occur on 11-29-2016 (tentative).

1.2.13 Data Caveat

Williamson County and Aetna have supplied the data contained herein. It has been gathered and coordinated by the consultant and reviewed as to accuracy on a "best effort" manner. This Request for Proposal is qualified to the extent the data provided is accurate.

1.3 Stop Loss Questionnaire**CARRIER INFORMATION**

1. When did the insurer start writing Medical Stop Loss Insurance?
2. Please note any years in which the insurer ceased writing or renewing medical stop loss business.
3. Please provide the names, titles and phone numbers for key contact persons for claims, billing and eligibility.

FINANCIAL INFORMATION

1. Please provide information relative to your reinsurance arrangements for your medical stop loss coverage.
2. What percentage of the risk do you retain? Describe in detail.

UNDERWRITING INFORMATION

1. At renewal, what information do you require? Specifically address all disclosure requirements.
2. Williamson County would like the renewal by July 1, 2017. Please confirm that you can provide the renewal by this date.

RATING PROCEDURES

1. Discuss your renewal philosophy. Be specific as it relates to known ongoing large claims, high deductibles, lasering, rating up, exclusion, etc.
2. Has a renewal ever been denied solely due to claim experience?
3. Does your contract allow you to limit or exclude coverage for an individual who becomes disabled or begins receiving treatment after you are awarded the contract but prior to the contract effective date?

CLAIMS INFORMATION

1. What information do you require to process a specific stop loss claim?
2. What information do you require to process an aggregate stop loss claim?
3. What kind of timeframe can we expect for you to pay both claim types?
4. What proof of payment is required for specific and aggregate claims?
5. What is your definition of a paid claim?
6. If you purchase reinsurance protection, does the reinsurer need to review all claims before they are paid, or are your decisions binding on the reinsurance?
7. If a claim is delayed beyond the end of the contract period, do you grant a waiver of the time limits for payments if the circumstances are reported to you prior to the end of the period? If not, how are such situations handled?
8. Do you require that large claim management services be used? Under what circumstances? Do you pay for such services?
9. Do you accept the reasonable and customary determinations made by the TPA, or do you have a database you use?

CONTRACT INFORMATION

1. Please provide a sample policy for our review.
2. Please list any exclusion(s) that are mandatory, regardless of the client's proposed plan document language or benefit design.
3. Do you have an "actively at work" provision? What are the procedures for waiving it?
4. What is the maximum time allowed for submission after the termination date of valid claims that were paid within the contract period?
5. Please provide the definition of experimental procedures and note how this provision is interpreted for a claim approved for payment under the medical plan.
6. Does the insurer assist in claim determination before reimbursement is requested?
7. Are there any circumstances where the insurer can deny reimbursement of a claim which has been approved by the UR program and/or the Large Case Manager and paid under the Plan?
8. Please specify all terms and conditions under which the insurer may terminate or modify its policy.
9. If the policy is issued through an MGU, delineate what happens when the reinsurer changes on a date other than the client's Plan anniversary.

ADDITIONAL INFORMATION

1. Have you ever been suspended from writing Stop Loss Coverage? If yes, please describe.
2. Is your organization able to work with any claims administrator (TPAs, BCBS plans, carriers, etc.)? If no, provide a listing of all U.S. based claims administrators with whom your organization will do business. Please also indicate those that may have a "preferred" status and describe the advantage to Williamson County in doing business with these claims administrators.
3. Is your stop loss contract considered guaranteed renewable? If no, please describe your determination and notification methods.
4. Is your organization capable and willing to contact the claims administrator (TPAs, carrier, etc.) or Case Management firm directly to obtain additional information related to large claimants?

5. Once firm rates are presented and coverage is bound, under which circumstances, if any, would your organization modify rates / factors mid-year?
6. Are there any conditions or circumstances (i.e., diagnosis, procedure, medical services, etc.) that require pre-approval by your case managers? If yes, please list.
7. Is there a Transplant Center of Excellence provision in your contract?
 - a. If yes, is this a voluntary or mandatory program?
8. Do you offer advance funding or quick pay options for specific claims? If yes, please provide details including any additional cost.
9. Do you offer advance funding or quick pay options for aggregate claims? If yes, please provide details including any additional cost.

1.4 Plan Designs Claims Experience

FOR AN ELECTRONIC COPY OF THE CENSUS AND LARGE CLAIMANT INFORMATION, PLEASE EMAIL khancock@wilco.org

1.5 Network Benefit

This Plan provides benefits through a group of contracted providers (Network Providers). A Network Provider means using a Physician or other Licensed Health Care Provider who is part of a group of contracted providers. Using Network Providers offers cost-savings advantages because a Covered Person pays only a percentage of the scheduled fee for services provided.

To determine if a provider qualifies as an eligible Network Provider under this Plan, please consult Aetna's website at www.aetna.com to access links for directories of Network Providers.

The Benefit Percentages for Medical Benefits may vary depending on the type of service and provider rendering the service or treatment. Non-Network Provider means a provider who is not a Network Provider. If a Non-Network Provider is chosen over a Network Provider, the Benefit Percentage will be lower (as stated in the following Schedule of Medical Benefits), unless one of the a Non-Network Benefit Exceptions stated below applies.

NON-NETWORK BENEFIT EXCEPTION

When a covered service is rendered by a Non-Network Provider, charges will be paid as if the service were rendered by a Network Provider only under the following circumstances:

1. Charges for an Emergency as defined by this Plan, limited to only those emergency medical procedures necessary to treat and stabilize an eligible injury or illness and then only to the extent that the same are necessary in order for the Covered Person to be transported, at the earliest medically appropriate time to a Network Hospital, clinic or other facility, or discharged.
2. Charges which are incurred as a result of and related to confinement in or use of a Network Hospital, clinic or other facility only for Non-Network services and providers over whom or which the Covered Person does not have any choice in or ability to select.
3. A Network Provider is not reasonably available within 50 miles (using Googlemaps.com) who can provide the service needed. To obtain this exception, the Covered Person must request the exception in writing indicating the name and address of the patient, the Participant's name, identification number and group number, type of treatment, service or supply for which exception is needed. Requests for exceptions can be sent to Aetna. If this exception is granted by the Plan, charges made by the Non-Network Provider will be paid at the Network benefit level. This exception will not be granted until written approval is received from the Plan.
4. A Network Provider refers the patient to a Non-Network Provider. Medical documentation from the Network Provider stating the reason for referring the patient to a Non-Network Provider must be submitted to the Plan for review. To obtain this exception, the Network Provider must request the exception in writing indicating the name and address of the patient, the Participant's name, identification number and group number, type of treatment, service or supply for which exception is needed including medical documentation stating the reasons for referring the patient to a Non-Network Provider. Requests for exceptions can be sent to Aetna. If this exception is granted by the Plan, charges made by the Non - Network Provider will be paid at the Network benefit level. This exception will not be granted until written approval is received from the Plan.

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 Mandatory criteria (has to be met in order to be scored)

Minimum requirements must be passed in order to be considered for scoring as described in section 2.3.4

Minimum Requirements	Pass/Fail
Must have been rated by A.M. Best for at least the past three years as an A- rated company	
Insurance company is published in the current listing of insurance companies, authorized to transact business in Texas	
Will consider waiving the Employee Actively at Work/Dependent Non-Confined Underwriting provision	

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.

valuation Criteria	Total Points Available	Please select a Whole Number from the list provided for each question. (Decimal scoring or unlisted rating scores are not permitted)
Individual number of Lasers	5	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements
Overall presentation of proposal submitted (clarity and attention to detail on submittal)	5	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements
Specific Policy Exclusions	5	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements
Response to RFP questions and how they meet the needs of the County	5	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements
Claims payment turn-around time	5	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements
Price (RFP Cost Score): Lowest Respondent's proposal/ Respondent's Proposal x 10 (points)	10	
Total	25	(Highest scorers = Proceed to Interviews)

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)

2.3.5 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 interviews, 24 hours

2.3.6 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

Shelley Loughrey, Benefits Administrator (or successor), Williamson County, 301 SE Inner Loop, Ste 108, Georgetown, TX shall serve as Williamson County's Technical Contact 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, together with the Purchasing Department. The Technical Contact together with the Purchasing Department will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

2.5 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 January 1, 2017 through December 31, 2017

2.6 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 twenty-four (24) 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 sixty (60) 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.

2.7 Insurance Requirements

By signing its Proposal, the Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Respondent's cost, insurance in accordance with this provision.

Respondent will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following location:

Williamson County Purchasing Department

901 S Austin Ave

Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Respondent and County.

The following coverage limits shall be required at a minimum:

A. Worker's Compensation Statutory – Texas Law

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	\$1,000,000	\$1,000,000

Aggregate policy limits: \$1,000,000

Successful Respondent's property will not be covered by any insurance that may be carried by Williamson County. Successful Respondent assumes the risk of loss on its contents and property that are situated on/in/around Williamson County property. The Successful Respondent is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Respondent.

County shall be named as an additional insured under any policy of insurance required hereunder.

Successful Respondent shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Respondent shall not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent or its subcontractor(s) hereunder.

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Successful Respondent shall furnish County with a certificate of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County, and agreed to and hereby acknowledged by the Successful Respondent, that no provision of this Contract or any ensuing Agreement shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Contract or any ensuing Agreement.

2.8 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.

2.9 Tentative Schedule

Event	Date
RFP released in BidSync	07/26/16
Deadline for RFP questions	08/17/16 5:00PM
RFP final responses due	08/23/16 3:00PM
Benefit Committee Meeting – Final Selection of Vendor	09/21/16
Contract awarded	11/15/16
Contract effective date	01/01/17

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

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 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 required hereunder.

3.2.31 Contractual Development

The Williamson County Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent's best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Respondent must agree to inclusion in an ensuing Agreement of the Proposal Specifications, Terms and Conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer.

3.2.32 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Respondent and County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified amended or altered except by writing signed by the Successful Respondent and County.

3.2.33 Survivability

All applicable agreements that were entered into between Respondent and Williamson County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

3.2.34 Payment

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Successful Respondent, County shall notify Successful Respondent of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Successful Respondent, Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by

Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date. As a minimum, invoices shall include:

- 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, (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.

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:
<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:
<div><div></div><div>5</div><div>6</div></div>

CONFLICT OF INTEREST QUESTIONNAIRE**For vendor or other person doing business with local governmental entity****Form CIQ**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1

Name of person doing business with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire.
☐

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

	5
	6

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

	5
	6

CONFLICT OF INTEREST QUESTIONNAIRE **For vendor or other person doing business with local governmental entity**

Form CIQ
Page 2

5

Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

	5
	6

6. Describe any other affiliation or business relationship that might cause conflict of interest:

	5
	6

7

Signature of person doing business with the governmental entity

Date

Signature not required if completing in BIDSYNC electronically.

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

STATE OF

COUNTY OF

BEFORE ME, the undersigned authority, a Notary Public in and for the State of , on this day

personally appeared , (*Name of Signer*), who after being by me duly sworn,

did depose and say: "I, , (*Name of Signer*) am a duly authorized officer of/agent

for (*Name of Respondent*) and have been duly authorized to execute the

foregoing on behalf of the said (*Name of Respondent*).

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name 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.

STATEMENT OF COMPLIANCE

This form must be completed and submitted as a part of your Proposal (if additional space is needed please attach additional sheet)

RE: **WILLIAMSON COUNTY**

We hereby acknowledge receipt of Request for Proposal for Specific & Aggregate Stop Loss Insurance Proposal Number: 1605-083 (the "RPF") and certify that our Proposal conforms to the RFP except as detailed below:

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.

Organization

Signature

Date

Title

(CONTINUED)
FEE PROPOSALS

- A. Individual Specific \$ 275,000 Pooling Point **(includes RX)**
 Contract Type: 26/12 Rate Guarantee: _____
of Years

Employee Composite $\frac{\text{_____}}{\# \text{EEs}} \times \frac{\text{_____}}{\text{Rate}} = \frac{\text{_____}}{\text{Monthly Prem.}}$

Or
 Employee Only $\frac{\text{_____}}{\# \text{EEs}} \times \frac{\text{_____}}{\text{Rate}} = \frac{\text{_____}}{\text{Monthly Prem.}}$

Dependents Only $\frac{\text{_____}}{\# \text{DEPs}} \times \frac{\text{_____}}{\text{Rate}} = \frac{\text{_____}}{\text{Monthly Prem.}}$

(Note: If rates are EE and Family, you will have to make subtraction.)

- B. Aggregate stop-loss Option(s) with \$ 275,000 Specific
 Contract Type 26/12 Paid

- (1) Corridor 120% **(includes RX)** Rate Guarantee: _____
 Contract Type 26/12 # of Years

$\frac{\text{_____}}{\text{Premium}} \times \frac{\text{_____}}{\# \text{EEs}} = \frac{\text{_____}}{\text{Monthly Att.}}$

$\frac{\text{_____}}{\text{Att. Factor}} \times \frac{\text{_____}}{\# \text{EEs}} = \frac{\text{_____}}{\text{Monthly Att.}}$

$\frac{\text{_____}}{\text{Att. Factor}} \times \frac{\text{_____}}{\# \text{DEPs}} = \frac{\text{_____}}{\text{Monthly Att.}}$

NOTES: The County is requesting a 120% Aggregating Corridor.

(CONTINUED)
FEE PROPOSALS

**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH
PROPOSAL**

The undersigned hereby certifies that he or she has read the terms of this RFP and understands that Williamson County reserves the right to waive any informality in or to reject any or all Proposals.

Respondent

Name: _____

Address: _____

Telephone: _____ Fax: _____

Contact Name (please print):

Authorized Signature:

Title or Representative Capacity of Signer:

State of Incorporation/Organization or Primary Place of Business:

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 Proposal.

Williamson County, Texas

Bid 1605-083

11/01/14
LXRTCLANAllegiance Benefit Plan Management, Inc.
CLAIMS ANALYSIS REPORT

PAGE: 431

Group - 2001025 WILLIAMSON COUNTY
Coverage - DIV - DIVISION SUMMARY -

Check dates 10/01/2014 - 10/31/2014

Claim Category		Charges	Ineligible	PPO Discount	Deductible Amounts	Coinsurance Out of Pocket	COB Savings	Total Paid	Claim Count	Lines
=====										
0001	ADJUDICATED-NO-PLAN	2,694.78	2,694.78	0.00	0.00	0.00	0.00	0.00	11	25
0001	WILCO-DEN-HIGH	197,249.32	69,381.87	9,193.88	3,074.00	22,458.35	4,168.22	90,427.10	428	1303
0001	WILCO-DEN-LOW	26,729.80	6,144.22	3,838.00	850.00	596.21	0.00	15,301.37	93	305
0001	WILCO-MED-CORE	2,124,912.67	720,139.83	707,301.94	13,183.42	43,974.53	1,062.79	639,250.16	2068	3740
0001	WILCO-MED-DED	2,400,336.53	386,880.25	842,290.60	115,807.79	52,903.43	4,806.06	997,649.03	4242	7918
0001	WILCO-MED-EPO	400,060.07	40,791.16	212,745.11	11,788.88	5,911.06	0.00	128,823.86	592	1222
0001	WILCO-MED-EPO-DIAB	919.00	525.00	225.48	25.00	0.00	0.00	143.52	2	2
0001	WILCO-VIS01	48,940.83	16,555.24	0.00	0.00	0.00	165.26	32,220.33	198	509
=====										
0001		5,201,843.00	1,243,112.35	1,775,595.01	144,729.09	125,843.58	10,202.33	1,903,815.37	7634	15024
0002	WILCO-DEN-HIGH	31,707.78	10,038.19	1,377.50	445.00	3,582.88	0.00	16,264.21	75	245
0002	WILCO-DEN-LOW	765.00	139.00	55.00	50.00	14.50	0.00	506.50	5	10
0002	ADJUDICATED-NO-PLAN	172.50	172.50	0.00	0.00	0.00	0.00	0.00	1	1
0002	WILCO-MED-CORE-DIAB	423,567.46	24,637.02	202,360.79	2,288.40	11,955.21	0.00	182,326.04	673	1229
0002	WILCO-MED-DED-DIAB	650,072.10	156,440.79	227,645.50	9,084.40	5,768.01	0.00	251,133.40	970	1522
0002	WILCO-MED-EPO-DIAB	261,860.82	34,334.99	76,358.57	4,865.75	5,341.97	0.00	140,959.54	343	582
0002	WILCO-VIS01	4,863.86	1,320.93	0.00	0.00	0.00	0.00	3,542.93	20	48
=====										
0002		1,373,009.52	227,083.42	507,797.36	16,733.55	26,662.57	0.00	594,732.62	2087	3637
CBR2	WILCO-MED-CORE-DIAB	1,480.89	0.00	0.00	44.31	0.00	0.00	1,436.58	8	8
CBR2	WILCO-VIS01	444.00	144.00	0.00	0.00	0.00	0.00	300.00	1	3
=====										
CBR2		1,924.89	144.00	0.00	44.31	0.00	0.00	1,736.58	9	11
COBR	WILCO-MED-CORE	183.00	0.00	88.10	0.00	28.47	0.00	66.43	1	1
COBR	WILCO-MED-DED	6,022.32	300.00	1,940.85	1,378.66	0.00	0.00	2,402.81	26	33
=====										
COBR		6,205.32	300.00	2,028.95	1,378.66	28.47	0.00	2,469.24	27	34
RET2	WILCO-DEN-HIGH	4,686.50	409.06	380.50	250.00	733.85	0.00	2,913.09	17	37
RET2	WILCO-MED-CORE-DIAB	209,843.19	11,709.26	116,673.29	740.64	2,542.59	163.92	78,013.49	192	346
RET2	WILCO-MED-DED-DIAB	42,886.90	17,754.76	4,775.60	2,786.99	1,249.91	3,924.98	12,394.66	98	112
RET2	WILCO-MED-EPO-DIAB	26,294.69	500.00	19,219.91	861.84	157.87	0.00	5,555.07	40	62
RET2	WILCO-VIS01	775.00	600.00	0.00	0.00	0.00	0.00	175.00	3	6
=====										
RET2		284,486.28	30,973.08	141,049.30	4,639.47	4,684.22	4,088.90	99,051.31	350	563

Williamson County, Texas

Bid 1605-083

11/01/14
LXRTCLANAllegiance Benefit Plan Management, Inc.
CLAIMS ANALYSIS REPORT

PAGE: 432

Group - 2001025
Coverage - DIVWILLIAMSON COUNTY
- DIVISION SUMMARY -

Check dates 10/01/2014 - 10/31/2014

Claim Category		Charges	Ineligible	PPO Discount	Deductible Amounts	Coinsurance Out of Pocket	COB Savings	Total Paid	Claim Count	Lines
RETR	WILCO-DEN-HIGH	5,108.33	1,792.48	308.34	0.00	396.87	0.00	2,610.64	16	44
RETR	WILCO-DEN-LOW	709.00	0.00	60.00	50.00	31.20	0.00	567.80	4	10
RETR	WILCO-MED-CORE	84,728.12	17,581.46	22,524.88	1,646.59	2,310.23	6,214.92	34,450.04	197	326
RETR	WILCO-MED-DED	24,285.18	12.00	7,630.21	2,041.52	86.20	0.00	14,515.25	153	213
RETR	WILCO-MED-EPO	772.56	0.00	342.73	83.86	0.00	0.00	345.97	5	7
RETR	WILCO-VIS01	3,379.98	1,029.00	0.00	0.00	0.00	0.00	2,350.98	19	32
		=====	=====	=====	=====	=====	=====	=====	=====	=====
RETR		118,983.17	20,414.94	30,866.16	3,821.97	2,824.50	6,214.92	54,840.68	394	632
RXD	WILCO-MED-CORE	606.66-	0.00	0.00	0.00	0.00	0.00	606.66-	1	1
		=====	=====	=====	=====	=====	=====	=====	=====	=====
RXD		606.66-	0.00	0.00	0.00	0.00	0.00	606.66-	1	1
		=====	=====	=====	=====	=====	=====	=====	=====	=====
- GROUP TOTAL -		6,985,845.52	1,522,027.79	2,457,336.78	171,347.05	160,043.34	20,506.15	2,656,039.14	10502	19902

Williamson County, Texas

Bid 1605-083

11/01/14
LXRTCLANAllegiance Benefit Plan Management, Inc.
CLAIMS ANALYSIS REPORT

PAGE: 433

Group - 2001025 WILLIAMSON COUNTY
 Division - ALL - ALL DIVISIONS -
 Plan - ALL All Plans

Coverage - ALL - GROUP SUMMARY -

Check dates 10/01/2014 - 10/31/2014

Claim Category	Charges	Ineligible	PPO Discount	Deductible Amounts	Coinsurance Out of Pocket	COB Savings	Total Paid	Claim Count	Lines
DEN ADJUDICATED-NO-PLAN	320.00	320.00	0.00	0.00	0.00	0.00	0.00	2	2
DEN WILCO-DEN-HIGH	238,751.93	81,621.60	11,260.22	3,769.00	27,171.95	4,168.22	112,215.04	536	1629
DEN WILCO-DEN-LOW	28,203.80	6,283.22	3,953.00	950.00	641.91	0.00	16,375.67	102	325
DEN DENTAL	267,275.73	88,224.82	15,213.22	4,719.00	27,813.86	4,168.22	128,590.71	640	1956
MED ADJUDICATED-NO-PLAN	887.35	887.35	0.00	0.00	0.00	0.00	0.00	6	13
MED WILCO-MED-CORE	2,209,217.13	737,721.29	729,914.92	14,830.01	46,313.23	7,277.71	673,159.97	2267	4068
MED WILCO-MED-DED	2,430,644.03	387,192.25	851,861.66	119,227.97	52,989.63	4,806.06	1,014,567.09	4421	8164
MED WILCO-MED-EPO	400,832.63	40,791.16	213,087.84	11,872.74	5,911.06	0.00	129,169.83	597	1229
MED WILCO-MED-EPO-DIAB	289,074.51	35,359.99	95,803.96	5,752.59	5,499.84	0.00	146,658.13	385	646
MED WILCO-MED-CORE-DIAB	634,891.54	36,346.28	319,034.08	3,073.35	14,497.80	163.92	261,776.11	873	1583
MED WILCO-MED-DED-DIAB	692,959.00	174,195.55	232,421.10	11,871.39	7,017.92	3,924.98	263,528.06	1068	1634
MED MEDICAL	6,658,506.19	1,412,493.87	2,442,123.56	166,628.05	132,229.48	16,172.67	2,488,859.19	9617	17337
VIS ADJUDICATED-NO-PLAN	1,659.93	1,659.93	0.00	0.00	0.00	0.00	0.00	4	11
VIS WILCO-VIS01	58,403.67	19,649.17	0.00	0.00	0.00	165.26	38,589.24	241	598
VIS VISION	60,063.60	21,309.10	0.00	0.00	0.00	165.26	38,589.24	245	609
- GROUP TOTAL -	6,985,845.52	1,522,027.79	2,457,336.78	171,347.05	160,043.34	20,506.15	2,656,039.14	10502	19902

Dependent Breakdown

ADJUDICATED-NO-PLAN PARTICIPANT	1,089.43	1,089.43	0.00	0.00	0.00	0.00	0.00	5	6
ADJUDICATED-NO-PLAN SPOUSE	980.00	980.00	0.00	0.00	0.00	0.00	0.00	3	9
ADJUDICATED-NO-PLAN DEPENDENT	797.85	797.85	0.00	0.00	0.00	0.00	0.00	4	11
ADJUDICATED-NO-PLAN TOTAL	2,867.28	2,867.28	0.00	0.00	0.00	0.00	0.00	12	26
WILCO-DEN-HIGH PARTICIPANT	83,262.00	16,741.48	4,753.00	1,790.00	11,512.18	0.00	48,465.34	185	493
WILCO-DEN-HIGH SPOUSE	54,261.50	27,948.17	3,080.00	490.00	3,063.13	801.40	18,878.80	104	300
WILCO-DEN-HIGH DEPENDENT	101,228.43	36,931.95	3,427.22	1,489.00	12,596.64	3,366.82	44,870.90	247	836
WILCO-DEN-HIGH TOTAL	238,751.93	81,621.60	11,260.22	3,769.00	27,171.95	4,168.22	112,215.04	536	1629
WILCO-DEN-LOW PARTICIPANT	14,380.00	2,742.94	2,778.00	500.00	339.03	0.00	8,020.03	55	154

Williamson County, Texas

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CLAIMS ANALYSIS REPORT

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Group - 2001025 WILLIAMSON COUNTY
 Division - ALL - ALL DIVISIONS -
 Plan - ALL All Plans

Coverage - ALL - GROUP SUMMARY -

Check dates 10/01/2014 - 10/31/2014

Claim Category		Charges	Ineligible	PPO Discount	Deductible Amounts	Coinsurance Out of Pocket	COB Savings	Total Paid	Claim Count	Lines
=====										
WILCO-DEN-LOW	SPOUSE	3,023.00	269.00	292.00	150.00	94.12	0.00	2,217.88	17	45
WILCO-DEN-LOW	DEPENDENT	10,800.80	3,271.28	883.00	300.00	208.76	0.00	6,137.76	30	126
=====										
WILCO-DEN-LOW	TOTAL	28,203.80	6,283.22	3,953.00	950.00	641.91	0.00	16,375.67	102	325
=====										
WILCO-MED-CORE	PARTICIPANT	664,168.98	243,070.14	179,733.96	7,748.84	17,875.25	6,117.11	209,623.68	1062	1842
WILCO-MED-CORE	SPOUSE	1,181,020.00	359,898.85	491,187.14	4,015.39	17,307.98	995.54	307,615.10	609	1151
WILCO-MED-CORE	DEPENDENT	364,028.15	134,752.30	58,993.82	3,065.78	11,130.00	165.06	155,921.19	596	1075
=====										
WILCO-MED-CORE	TOTAL	2,209,217.13	737,721.29	729,914.92	14,830.01	46,313.23	7,277.71	673,159.97	2267	4068
=====										
WILCO-MED-DED	PARTICIPANT	1,024,923.12	181,183.73	390,109.05	62,673.05	24,008.56	0.00	366,948.73	2172	3710
WILCO-MED-DED	SPOUSE	963,297.23	134,484.14	340,536.24	23,747.51	5,535.32	4,764.06	454,230.59	1153	2499
WILCO-MED-DED	DEPENDENT	442,423.68	71,524.38	121,216.37	32,807.41	23,445.75	42.00	193,387.77	1096	1955
=====										
WILCO-MED-DED	TOTAL	2,430,644.03	387,192.25	851,861.66	119,227.97	52,989.63	4,806.06	1,014,567.09	4421	8164
=====										
WILCO-MED-EPO	PARTICIPANT	299,122.32	8,146.69	181,841.76	7,636.99	4,581.82	0.00	96,915.06	411	826
WILCO-MED-EPO	SPOUSE	61,811.49	17,764.47	19,070.25	2,051.91	1,072.12	0.00	21,852.74	109	263
WILCO-MED-EPO	DEPENDENT	39,898.82	14,880.00	12,175.83	2,183.84	257.12	0.00	10,402.03	77	140
=====										
WILCO-MED-EPO	TOTAL	400,832.63	40,791.16	213,087.84	11,872.74	5,911.06	0.00	129,169.83	597	1229
=====										
WILCO-MED-EPO-DIAB	PARTICIPANT	52,223.12	1,470.74	25,904.04	1,613.83	380.15	0.00	22,854.36	168	227
WILCO-MED-EPO-DIAB	SPOUSE	186,795.22	6,121.00	64,288.25	2,722.50	4,595.28	0.00	109,068.19	130	254
WILCO-MED-EPO-DIAB	DEPENDENT	50,056.17	27,768.25	5,611.67	1,416.26	524.41	0.00	14,735.58	87	165
=====										
WILCO-MED-EPO-DIAB	TOTAL	289,074.51	35,359.99	95,803.96	5,752.59	5,499.84	0.00	146,658.13	385	646
=====										
WILCO-VIS01	PARTICIPANT	29,690.65	9,921.44	0.00	0.00	0.00	0.00	19,769.21	120	295
WILCO-VIS01	SPOUSE	16,825.75	6,826.53	0.00	0.00	0.00	147.30	9,851.92	63	171
WILCO-VIS01	DEPENDENT	11,887.27	2,901.20	0.00	0.00	0.00	17.96	8,968.11	58	132
=====										
WILCO-VIS01	TOTAL	58,403.67	19,649.17	0.00	0.00	0.00	165.26	38,589.24	241	598

Williamson County, Texas

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CLAIMS ANALYSIS REPORT

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Group - 2001025 WILLIAMSON COUNTY
 Division - ALL - ALL DIVISIONS -
 Plan - ALL All Plans

Coverage - ALL - GROUP SUMMARY -

Check dates 10/01/2014 - 10/31/2014

Claim Category		Charges	Ineligible	PPO Discount	Deductible Amounts	Coinsurance Out of Pocket	COB Savings	Total Paid	Claim Count	Lines
=====		=====	=====	=====	=====	=====	=====	=====	=====	=====
WILCO-MED-CORE-DIAB	PARTICIPANT	490,572.21	32,175.37	257,260.79	2,192.03	8,237.67	0.00	190,706.35	529	992
WILCO-MED-CORE-DIAB	SPOUSE	134,555.80	2,676.91	57,068.87	763.81	5,699.80	163.92	68,182.49	299	510
WILCO-MED-CORE-DIAB	DEPENDENT	9,763.53	1,494.00	4,704.42	117.51	560.33	0.00	2,887.27	45	81
		=====	=====	=====	=====	=====	=====	=====	=====	=====
WILCO-MED-CORE-DIAB	TOTAL	634,891.54	36,346.28	319,034.08	3,073.35	14,497.80	163.92	261,776.11	873	1583
WILCO-MED-DED-DIAB	PARTICIPANT	331,123.69	93,725.13	93,097.62	6,356.50	5,796.92	3,924.98	128,222.54	635	921
WILCO-MED-DED-DIAB	SPOUSE	325,543.55	78,227.02	126,156.67	2,476.86	430.02	0.00	118,252.98	295	500
WILCO-MED-DED-DIAB	DEPENDENT	36,291.76	2,243.40	13,166.81	3,038.03	790.98	0.00	17,052.54	138	213
		=====	=====	=====	=====	=====	=====	=====	=====	=====
WILCO-MED-DED-DIAB	TOTAL	692,959.00	174,195.55	232,421.10	11,871.39	7,017.92	3,924.98	263,528.06	1068	1634
PARTICIPANT		2,990,555.52	590,267.09	1,135,478.22	90,511.24	72,731.58	10,042.09	1,091,525.30	5342	9466
SPOUSE		2,928,113.54	635,196.09	1,101,679.42	36,417.98	37,797.77	6,872.22	1,110,150.69	2782	5702
DEPENDENT		1,067,176.46	296,564.61	220,179.14	44,417.83	49,513.99	3,591.84	454,363.15	2378	4734
		=====	=====	=====	=====	=====	=====	=====	=====	=====
- GROUP TOTAL -		6,985,845.52	1,522,027.79	2,457,336.78	171,347.05	160,043.34	20,506.15	2,656,039.14	10502	19902

<u>Month</u>	<u>Allegiance</u>	<u>Aetna</u>	<u>Grand Total</u>	<u>Emps</u>
Nov-14	\$701,842	\$186,486	\$888,328	1,426
Dec-14	\$298,097	\$883,940	\$1,182,037	1,426
Jan-15	\$61,268	\$732,306	\$793,574	1,416
Feb-15	\$321,112	\$1,322,968	\$1,644,080	1,422
Mar-15	\$81,113	\$1,825,806	\$1,906,919	1,418
Apr-15	-\$1,518	\$1,368,241	\$1,366,723	1,410
May-15	\$2,589	\$1,317,144	\$1,319,733	1,413
Jun-15	\$81,366	\$1,450,500	\$1,531,866	1,395
Jul-15	\$14,715	\$1,252,120	\$1,266,835	1,399
Aug-15	\$5,062	\$1,169,552	\$1,174,614	1,400
Sep-15	\$6,889	\$1,213,287	\$1,220,176	1,400
Oct-15			\$0	
Total	\$1,572,534	\$12,722,350	\$14,294,884	15,525

SELF FUNDED MONTHLY CLAIMS REPORT

Williamson County, Texas

Bid 1605-083

WILLIAMSON COUNTY

Customer Number 866349

					November - 14	Through	October - 15
Control - SFX - ACCT Total	Product	Month	*(1) Estimated Employees	*(2) Customer Funded Claims	*(3) Individual Stop Loss Claims	*(4) Aggregate Stop Loss Claims	Total Claims
866349 - 010 - 001	(5) Managed Behavioral Health	02/01/2015		\$3,344.58	\$0.00	\$0.00	\$3,344.58
		03/01/2015		\$760.99	\$0.00	\$0.00	\$760.99
		04/01/2015		\$7,642.73	\$0.00	\$0.00	\$7,642.73
		06/01/2015		\$143.21	\$0.00	\$0.00	\$143.21
		07/01/2015		\$315.30	\$0.00	\$0.00	\$315.30
		08/01/2015		\$360.30	\$0.00	\$0.00	\$360.30
		09/01/2015		\$4,084.16	\$0.00	\$0.00	\$4,084.16
		10/01/2015		\$270.00	\$0.00	\$0.00	\$270.00
	(5) Managed Behavioral Health Total			\$16,921.27	\$0.00	\$0.00	\$16,921.27
	Indemnity Vision	11/01/2014		\$1,689.00			\$1,689.00
		12/01/2014		\$2,097.30			\$2,097.30
		01/01/2015		\$732.50			\$732.50
		02/01/2015		\$1,641.60			\$1,641.60
		03/01/2015		\$3,088.40			\$3,088.40
		04/01/2015		\$2,445.00			\$2,445.00
		05/01/2015		\$3,117.85			\$3,117.85
		06/01/2015		\$1,177.45			\$1,177.45
		07/01/2015		\$1,457.83			\$1,457.83
		08/01/2015		\$853.35			\$853.35
		09/01/2015		\$4,071.27			\$4,071.27
		10/01/2015		\$3,205.30			\$3,205.30
	Indemnity Vision Total			\$25,576.85			\$25,576.85
	Open Acc EPO	11/01/2014	137	\$7,038.19	\$0.00	\$0.00	\$7,038.19
		12/01/2014	135	\$70,397.56	\$0.00	\$0.00	\$70,397.56
		01/01/2015	133	\$62,504.69	\$0.00	\$0.00	\$62,504.69
		02/01/2015	133	\$157,108.23	\$0.00	\$0.00	\$157,108.23
		03/01/2015	133	\$308,237.34	\$0.00	\$0.00	\$308,237.34
		04/01/2015	133	\$173,245.35	\$34,401.42	\$0.00	\$207,646.77
		05/01/2015	130	\$176,366.27	\$191,575.53	\$0.00	\$367,941.80
		06/01/2015	128	\$142,891.15	\$205,224.60	\$0.00	\$348,115.75
		07/01/2015	128	-\$212,197.09	-\$431,201.55	\$0.00	-\$643,398.64
		08/01/2015	129	\$86,570.22	\$1,158.98	\$0.00	\$87,729.20
		09/01/2015	131	\$61,571.57	\$0.00	\$0.00	\$61,571.57
		10/01/2015	131	\$134,963.09	\$0.00	\$0.00	\$134,963.09
	Open Acc EPO Total		1,581	\$1,168,696.57	\$1,158.98	\$0.00	\$1,169,855.55
	Pharmacy	11/01/2014	137	\$4,947.38	\$0.00	\$0.00	\$4,947.38
		12/01/2014	135	\$16,898.85	\$0.00	\$0.00	\$16,898.85
7/21/2016 7:45 AM		01/01/2015	133	\$24,021.31	\$0.00	\$0.00	\$24,021.31

		02/01/2015	133	\$21,058.35	\$0.00	\$0.00	\$21,058.35
		03/01/2015	133	\$25,984.57	\$0.00	\$0.00	\$25,984.57
		04/01/2015	133	\$26,816.39	\$0.00	\$0.00	\$26,816.39
		05/01/2015	130	\$24,915.86	\$2,283.58	\$0.00	\$27,199.44
		06/01/2015	128	\$25,857.51	\$0.00	\$0.00	\$25,857.51
		07/01/2015	128	\$30,712.90	-\$2,283.58	\$0.00	\$28,429.32
		08/01/2015	129	\$28,991.46	\$0.00	\$0.00	\$28,991.46
		09/01/2015	131	\$28,866.26	\$0.00	\$0.00	\$28,866.26
		10/01/2015	131	\$36,454.24	\$0.00	\$0.00	\$36,454.24
	Pharmacy Total		1,581	\$295,525.08	\$0.00	\$0.00	\$295,525.08
Control - SFX - ACCT Total			3,162	\$1,506,719.77	\$1,158.98	\$0.00	\$1,507,878.75
866349 - 010 - 002	Indemnity Vision	01/01/2015		\$300.00			\$300.00
		02/01/2015		\$529.00			\$529.00
		06/01/2015		\$243.55			\$243.55
		07/01/2015		\$560.00			\$560.00
		09/01/2015		\$300.00			\$300.00
	Indemnity Vision Total			\$1,932.55			\$1,932.55
	Open Acc EPO	11/01/2014	14	\$108.39	\$0.00	\$0.00	\$108.39
		12/01/2014	14	\$935.10	\$0.00	\$0.00	\$935.10
		01/01/2015	15	\$8,949.03	\$0.00	\$0.00	\$8,949.03
		02/01/2015	15	\$4,201.83	\$0.00	\$0.00	\$4,201.83
		03/01/2015	14	\$7,919.88	\$0.00	\$0.00	\$7,919.88
		04/01/2015	14	\$4,646.72	\$0.00	\$0.00	\$4,646.72
		05/01/2015	14	\$4,428.89	\$0.00	\$0.00	\$4,428.89
		06/01/2015	13	\$2,970.92	\$0.00	\$0.00	\$2,970.92
		07/01/2015	13	\$5,754.04	\$0.00	\$0.00	\$5,754.04
		08/01/2015	13	\$8,944.62	\$0.00	\$0.00	\$8,944.62
		09/01/2015	12	\$999.29	\$0.00	\$0.00	\$999.29
		10/01/2015	12	\$11,053.27	\$0.00	\$0.00	\$11,053.27
	Open Acc EPO Total		163	\$60,911.98	\$0.00	\$0.00	\$60,911.98
	Pharmacy	11/01/2014	14	\$731.48	\$0.00	\$0.00	\$731.48
		12/01/2014	14	\$3,524.53	\$0.00	\$0.00	\$3,524.53
		01/01/2015	15	\$4,825.09	\$0.00	\$0.00	\$4,825.09
		02/01/2015	15	\$39,006.77	\$0.00	\$0.00	\$39,006.77
		03/01/2015	14	\$39,693.58	\$0.00	\$0.00	\$39,693.58
		04/01/2015	14	\$3,321.36	\$0.00	\$0.00	\$3,321.36
		05/01/2015	14	\$5,789.31	\$0.00	\$0.00	\$5,789.31
		06/01/2015	13	\$4,050.72	\$0.00	\$0.00	\$4,050.72
		07/01/2015	13	\$4,569.22	\$0.00	\$0.00	\$4,569.22
		08/01/2015	13	\$3,888.71	\$0.00	\$0.00	\$3,888.71
		09/01/2015	12	\$5,623.85	\$0.00	\$0.00	\$5,623.85
		10/01/2015	12	\$3,621.13	\$0.00	\$0.00	\$3,621.13
	Pharmacy Total		163	\$118,645.75	\$0.00	\$0.00	\$118,645.75
Control - SFX - ACCT Total			326	\$181,490.28	\$0.00	\$0.00	\$181,490.28

866349 - 010 - 997		06/01/2015	Williamson County, Texas	\$0.00	\$0.00	\$0.00	\$0.00	Bid 1605-083
		09/01/2015		\$0.00	\$0.00	\$0.00	\$0.00	
	Pharmacy Total			\$0.00	\$0.00	\$0.00	\$0.00	
Control - SFX - ACCT Total				\$0.00	\$0.00	\$0.00	\$0.00	
866349 - 011 - 101	(5) Managed Behavioral Health	11/01/2014		\$4,096.00	\$0.00	\$0.00	\$4,096.00	
		12/01/2014		\$4,295.39	\$0.00	\$0.00	\$4,295.39	
		01/01/2015		\$810.71	\$0.00	\$0.00	\$810.71	
		02/01/2015		\$1,049.51	\$0.00	\$0.00	\$1,049.51	
		03/01/2015		\$1,884.96	\$0.00	\$0.00	\$1,884.96	
		04/01/2015		\$1,385.32	\$0.00	\$0.00	\$1,385.32	
		05/01/2015		\$2,155.22	\$0.00	\$0.00	\$2,155.22	
		06/01/2015		\$1,463.11	\$0.00	\$0.00	\$1,463.11	
		07/01/2015		\$2,258.56	\$0.00	\$0.00	\$2,258.56	
		08/01/2015		\$2,216.08	\$0.00	\$0.00	\$2,216.08	
		09/01/2015		\$1,603.14	\$0.00	\$0.00	\$1,603.14	
		10/01/2015		\$1,069.83	\$0.00	\$0.00	\$1,069.83	
	(5) Managed Behavioral Health Total			\$24,287.83	\$0.00	\$0.00	\$24,287.83	
	Indemnity Vision	11/01/2014		\$7,109.83			\$7,109.83	
		12/01/2014		\$13,400.99			\$13,400.99	
		01/01/2015		\$11,434.05			\$11,434.05	
		02/01/2015		\$15,353.31			\$15,353.31	
		03/01/2015		\$15,193.35			\$15,193.35	
		04/01/2015		\$13,825.72			\$13,825.72	
		05/01/2015		\$11,983.74			\$11,983.74	
		06/01/2015		\$9,515.15			\$9,515.15	
		07/01/2015		\$13,265.61			\$13,265.61	
		08/01/2015		\$18,326.73			\$18,326.73	
		09/01/2015		\$18,395.72			\$18,395.72	
		10/01/2015		\$17,504.00			\$17,504.00	
	Indemnity Vision Total			\$165,308.20			\$165,308.20	
	Open Acc EPO	11/01/2014	914	\$44,746.21	\$0.00	\$0.00	\$44,746.21	
		12/01/2014	907	\$186,244.29	\$0.00	\$0.00	\$186,244.29	
		01/01/2015	906	\$117,405.17	\$0.00	\$0.00	\$117,405.17	
		02/01/2015	912	\$330,488.04	\$0.00	\$0.00	\$330,488.04	
		03/01/2015	906	\$594,141.31	\$0.00	\$0.00	\$594,141.31	
		04/01/2015	911	\$400,246.15	\$0.00	\$0.00	\$400,246.15	
		05/01/2015	907	\$264,018.14	\$0.00	\$0.00	\$264,018.14	
		06/01/2015	902	\$310,462.23	\$1,904.65	\$0.00	\$312,366.88	
		07/01/2015	896	\$291,162.50	\$76,254.28	\$0.00	\$367,416.78	
		08/01/2015	895	\$317,185.75	\$5,609.21	\$0.00	\$322,794.96	
		09/01/2015	911	\$286,340.49	\$2,692.26	\$0.00	\$289,032.75	
		10/01/2015	911	\$317,971.81	\$6,717.89	\$0.00	\$324,689.70	
	Open Acc EPO Total		10,878	\$3,460,412.09	\$93,178.29	\$0.00	\$3,553,590.38	
7/21/2016 7:45 AM	Pharmacy	11/01/2014	914	\$16,560.63	\$0.00	\$0.00	\$16,560.63	p. 50

		12/01/2014	907	\$100,257.66	\$0.00	\$0.00	\$100,257.66
		01/01/2015	906	\$113,769.51	\$0.00	\$0.00	\$113,769.51
		02/01/2015	912	\$116,384.63	\$0.00	\$0.00	\$116,384.63
		03/01/2015	906	\$132,328.73	\$0.00	\$0.00	\$132,328.73
		04/01/2015	911	\$115,632.05	\$0.00	\$0.00	\$115,632.05
		05/01/2015	907	\$135,311.50	\$0.00	\$0.00	\$135,311.50
		06/01/2015	902	\$142,335.70	\$0.00	\$0.00	\$142,335.70
		07/01/2015	896	\$108,070.98	\$21.05	\$0.00	\$108,092.03
		08/01/2015	895	\$183,224.83	\$207.94	\$0.00	\$183,432.77
		09/01/2015	911	\$147,096.88	\$367.68	\$0.00	\$147,464.56
		10/01/2015	911	\$166,886.74	\$101.30	\$0.00	\$166,988.04
	Pharmacy Total		10,878	\$1,477,859.84	\$697.97	\$0.00	\$1,478,557.81
Control - SFX - ACCT Total			21,756	\$5,127,867.96	\$93,876.26	\$0.00	\$5,221,744.22
866349 - 011 - 102	(5) Managed Behavioral Health	01/01/2015		\$4,737.36	\$0.00	\$0.00	\$4,737.36
		02/01/2015		\$17,786.32	\$0.00	\$0.00	\$17,786.32
		03/01/2015		\$3,975.06	\$0.00	\$0.00	\$3,975.06
		07/01/2015		\$185.00	\$0.00	\$0.00	\$185.00
		08/01/2015		\$50.00	\$0.00	\$0.00	\$50.00
		10/01/2015		\$147.73	\$0.00	\$0.00	\$147.73
	(5) Managed Behavioral Health Total			\$26,881.47	\$0.00	\$0.00	\$26,881.47
	Indemnity Vision	11/01/2014		\$61.75			\$61.75
		01/01/2015		\$900.00			\$900.00
		02/01/2015		\$300.00			\$300.00
		03/01/2015		\$893.96			\$893.96
		04/01/2015		\$868.89			\$868.89
		05/01/2015		\$200.26			\$200.26
		07/01/2015		\$600.00			\$600.00
		08/01/2015		\$1,324.96			\$1,324.96
		09/01/2015		\$300.00			\$300.00
		10/01/2015		\$1,198.00			\$1,198.00
	Indemnity Vision Total			\$6,647.82			\$6,647.82
	Open Acc EPO	11/01/2014	39	\$1,037.21	\$0.00	\$0.00	\$1,037.21
		12/01/2014	39	\$13,450.40	\$0.00	\$0.00	\$13,450.40
		01/01/2015	39	\$25,675.08	\$0.00	\$0.00	\$25,675.08
		02/01/2015	39	\$8,382.39	\$0.00	\$0.00	\$8,382.39
		03/01/2015	41	\$9,414.50	\$0.00	\$0.00	\$9,414.50
		04/01/2015	41	\$5,108.63	\$0.00	\$0.00	\$5,108.63
		05/01/2015	42	\$18,618.65	\$0.00	\$0.00	\$18,618.65
		06/01/2015	46	\$50,291.67	\$0.00	\$0.00	\$50,291.67
		07/01/2015	46	\$33,292.85	\$0.00	\$0.00	\$33,292.85
		08/01/2015	46	\$35,197.52	\$0.00	\$0.00	\$35,197.52
		09/01/2015	44	\$50,492.15	\$0.00	\$0.00	\$50,492.15
		10/01/2015	44	\$51,550.06	\$0.00	\$0.00	\$51,550.06
	Open Acc EPO Total		506	\$302,511.11	\$0.00	\$0.00	\$302,511.11
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	Pharmacy	11/01/2014	39	\$2,216.47	\$0.00	\$0.00	\$2,216.47
		12/01/2014	39	\$16,143.97	\$0.00	\$0.00	\$16,143.97
		01/01/2015	39	\$11,467.88	\$0.00	\$0.00	\$11,467.88
		02/01/2015	39	\$12,655.31	\$0.00	\$0.00	\$12,655.31
		03/01/2015	41	\$15,027.96	\$0.00	\$0.00	\$15,027.96
		04/01/2015	41	\$11,275.63	\$0.00	\$0.00	\$11,275.63
		05/01/2015	42	\$17,554.73	\$0.00	\$0.00	\$17,554.73
		06/01/2015	46	\$15,602.28	\$0.00	\$0.00	\$15,602.28
		07/01/2015	46	\$9,957.03	\$0.00	\$0.00	\$9,957.03
		08/01/2015	46	\$19,223.35	\$0.00	\$0.00	\$19,223.35
		09/01/2015	44	\$17,562.44	\$0.00	\$0.00	\$17,562.44
		10/01/2015	44	\$16,517.00	\$0.00	\$0.00	\$16,517.00
	Pharmacy Total		506	\$165,204.05	\$0.00	\$0.00	\$165,204.05
Control - SFX - ACCT Total			1,012	\$501,244.45	\$0.00	\$0.00	\$501,244.45
866349 - 011 - 103	(5) Managed Behavioral Health	05/01/2015		\$345.62	\$0.00	\$0.00	\$345.62
	(5) Managed Behavioral Health Total			\$345.62	\$0.00	\$0.00	\$345.62
	Open Acc EPO	11/01/2014	1	\$0.50	\$0.00	\$0.00	\$0.50
		12/01/2014	2	\$2,263.61	\$0.00	\$0.00	\$2,263.61
		01/01/2015	2	\$184.37	\$0.00	\$0.00	\$184.37
		02/01/2015	2	\$2,449.91	\$0.00	\$0.00	\$2,449.91
		03/01/2015	2	\$19,994.82	\$0.00	\$0.00	\$19,994.82
		04/01/2015	1	\$29,696.58	\$0.00	\$0.00	\$29,696.58
		05/01/2015		\$511.08	\$0.00	\$0.00	\$511.08
		06/01/2015		\$84.02	\$0.00	\$0.00	\$84.02
		07/01/2015		\$901.37	\$0.00	\$0.00	\$901.37
		09/01/2015		\$8,470.00	\$0.00	\$0.00	\$8,470.00
	Open Acc EPO Total		10	\$64,556.26	\$0.00	\$0.00	\$64,556.26
	Pharmacy	11/01/2014	1	\$0.00	\$0.00	\$0.00	\$0.00
		12/01/2014	2	\$2,059.78	\$0.00	\$0.00	\$2,059.78
		01/01/2015	2	\$2,592.18	\$0.00	\$0.00	\$2,592.18
		02/01/2015	2	\$1,937.96	\$0.00	\$0.00	\$1,937.96
		03/01/2015	2	\$871.70	\$0.00	\$0.00	\$871.70
		04/01/2015	1	\$1,843.58	\$0.00	\$0.00	\$1,843.58
		05/01/2015		\$901.17	\$0.00	\$0.00	\$901.17
		09/01/2015		\$0.00	\$0.00	\$0.00	\$0.00
	Pharmacy Total		10	\$10,206.37	\$0.00	\$0.00	\$10,206.37
Control - SFX - ACCT Total			20	\$75,108.25	\$0.00	\$0.00	\$75,108.25
866349 - 012 - 201	(5) Managed Behavioral Health	01/01/2015		\$0.00	\$0.00	\$0.00	\$0.00
		02/01/2015		\$3,550.50	\$0.00	\$0.00	\$3,550.50
		03/01/2015		\$219.29	\$0.00	\$0.00	\$219.29
		04/01/2015		\$3.12	\$0.00	\$0.00	\$3.12
		05/01/2015		\$344.00	\$0.00	\$0.00	\$344.00
		06/01/2015		\$158.20	\$0.00	\$0.00	\$158.20
7/21/2016 7:45 AM		07/01/2015		\$3,404.00	\$0.00	\$0.00	\$3,404.00

		08/01/2015	Williamson County, Texas	\$746.65	\$0.00	\$0.00	\$746.65
		09/01/2015		\$240.10	\$0.00	\$0.00	\$240.10
		10/01/2015		\$647.81	\$0.00	\$0.00	\$647.81
	(5) Managed Behavioral Health Total			\$9,313.67	\$0.00	\$0.00	\$9,313.67
	Indemnity Vision	11/01/2014		\$1,796.94			\$1,796.94
		12/01/2014		\$129.20			\$129.20
		01/01/2015		\$300.00			\$300.00
		02/01/2015		\$1,024.49			\$1,024.49
		03/01/2015		\$277.46			\$277.46
		04/01/2015		\$1,136.99			\$1,136.99
		05/01/2015		\$385.00			\$385.00
		06/01/2015		\$474.25			\$474.25
		07/01/2015		\$622.00			\$622.00
		08/01/2015		\$2,486.70			\$2,486.70
		09/01/2015		\$1,754.75			\$1,754.75
		10/01/2015		\$666.30			\$666.30
	Indemnity Vision Total			\$11,054.08			\$11,054.08
	Open Acc POS	11/01/2014	63	\$5,597.54	\$0.00	\$0.00	\$5,597.54
		12/01/2014	62	\$48,081.23	\$0.00	\$0.00	\$48,081.23
		01/01/2015	61	\$29,984.59	\$0.00	\$0.00	\$29,984.59
		02/01/2015	60	\$84,330.90	\$0.00	\$0.00	\$84,330.90
		03/01/2015	59	\$47,850.06	\$0.00	\$0.00	\$47,850.06
		04/01/2015	61	\$114,013.80	\$0.00	\$0.00	\$114,013.80
		05/01/2015	61	\$82,731.73	\$0.00	\$0.00	\$82,731.73
		06/01/2015	62	\$87,970.23	\$0.00	\$0.00	\$87,970.23
		07/01/2015	62	\$25,591.10	\$0.00	\$0.00	\$25,591.10
		08/01/2015	65	\$28,184.10	\$0.00	\$0.00	\$28,184.10
		09/01/2015	67	\$88,917.78	\$0.00	\$0.00	\$88,917.78
		10/01/2015	67	\$130,983.89	\$0.00	\$0.00	\$130,983.89
	Open Acc POS Total		750	\$774,236.95	\$0.00	\$0.00	\$774,236.95
	Pharmacy	11/01/2014	63	\$12,152.07	\$0.00	\$0.00	\$12,152.07
		12/01/2014	62	\$46,637.07	\$0.00	\$0.00	\$46,637.07
		01/01/2015	61	\$49,855.03	\$0.00	\$0.00	\$49,855.03
		02/01/2015	60	\$29,598.53	\$0.00	\$0.00	\$29,598.53
		03/01/2015	59	\$24,894.14	\$0.00	\$0.00	\$24,894.14
		04/01/2015	61	\$41,110.67	\$0.00	\$0.00	\$41,110.67
		05/01/2015	61	\$25,523.24	\$0.00	\$0.00	\$25,523.24
		06/01/2015	62	\$32,880.11	\$0.00	\$0.00	\$32,880.11
		07/01/2015	62	\$25,656.89	\$0.00	\$0.00	\$25,656.89
		08/01/2015	65	\$42,051.17	\$0.00	\$0.00	\$42,051.17
		09/01/2015	67	\$42,227.11	\$0.00	\$0.00	\$42,227.11
		10/01/2015	67	\$29,973.86	\$0.00	\$0.00	\$29,973.86
	Pharmacy Total		750	\$402,559.89	\$0.00	\$0.00	\$402,559.89
7/31/2016 7:45 AM Control SPX-ACUM	(5) Managed Behavioral Health Total		1,500	\$1,197,164.59	\$0.00	\$0.00	\$1,197,164.59

866349 - 012 - 202	(5) Managed Behavioral Health	08/01/2015	Williamson County, Texas	\$147.77	\$0.00	\$0.00	\$147.77
		09/01/2015		\$230.83	\$0.00	\$0.00	\$230.83
		10/01/2015		\$272.42	\$0.00	\$0.00	\$272.42
	(5) Managed Behavioral Health Total			\$651.02	\$0.00	\$0.00	\$651.02
	Indemnity Vision	05/01/2015		\$300.00			\$300.00
		10/01/2015		\$273.46			\$273.46
	Indemnity Vision Total			\$573.46			\$573.46
	Open Acc POS	11/01/2014	7	\$321.79	\$0.00	\$0.00	\$321.79
		12/01/2014	7	\$4,127.63	\$0.00	\$0.00	\$4,127.63
		01/01/2015	7	\$1,029.98	\$0.00	\$0.00	\$1,029.98
		02/01/2015	7	\$70,752.61	\$0.00	\$0.00	\$70,752.61
		03/01/2015	7	\$3,482.28	\$0.00	\$0.00	\$3,482.28
		04/01/2015	7	\$1,040.82	\$0.00	\$0.00	\$1,040.82
		05/01/2015	7	\$1,694.18	\$0.00	\$0.00	\$1,694.18
		06/01/2015	6	\$3,953.60	\$0.00	\$0.00	\$3,953.60
		07/01/2015	7	\$2,809.38	\$0.00	\$0.00	\$2,809.38
		08/01/2015	7	\$1,008.82	\$0.00	\$0.00	\$1,008.82
		09/01/2015	7	\$23,487.67	\$0.00	\$0.00	\$23,487.67
		10/01/2015	7	\$7,883.05	\$0.00	\$0.00	\$7,883.05
	Open Acc POS Total		83	\$121,591.81	\$0.00	\$0.00	\$121,591.81
	Pharmacy	11/01/2014	7	\$221.01	\$0.00	\$0.00	\$221.01
		12/01/2014	7	\$2,626.08	\$0.00	\$0.00	\$2,626.08
		01/01/2015	7	\$812.19	\$0.00	\$0.00	\$812.19
		02/01/2015	7	\$3,273.05	\$0.00	\$0.00	\$3,273.05
		03/01/2015	7	\$2,010.92	\$0.00	\$0.00	\$2,010.92
		04/01/2015	7	\$2,010.30	\$0.00	\$0.00	\$2,010.30
		05/01/2015	7	\$3,416.08	\$0.00	\$0.00	\$3,416.08
		06/01/2015	6	\$1,734.83	\$0.00	\$0.00	\$1,734.83
		07/01/2015	7	\$1,309.64	\$0.00	\$0.00	\$1,309.64
		08/01/2015	7	\$3,176.05	\$0.00	\$0.00	\$3,176.05
		09/01/2015	7	\$2,486.00	\$0.00	\$0.00	\$2,486.00
		10/01/2015	7	\$4,909.10	\$0.00	\$0.00	\$4,909.10
	Pharmacy Total		83	\$27,985.25	\$0.00	\$0.00	\$27,985.25
Control - SFX - ACCT Total			166	\$150,801.54	\$0.00	\$0.00	\$150,801.54
866349 - 012 - 203	Open Acc POS	06/01/2015	1	\$111.98	\$0.00	\$0.00	\$111.98
		07/01/2015		\$792.16	\$0.00	\$0.00	\$792.16
		08/01/2015		\$0.00	\$0.00	\$0.00	\$0.00
		09/01/2015		\$0.00	\$0.00	\$0.00	\$0.00
		10/01/2015		\$0.00	\$0.00	\$0.00	\$0.00
	Open Acc POS Total		1	\$904.14	\$0.00	\$0.00	\$904.14
	Pharmacy	06/01/2015	1	\$488.14	\$0.00	\$0.00	\$488.14
		07/01/2015		\$169.94	\$0.00	\$0.00	\$169.94
7/21/2016 7:45 AM		08/01/2015		\$127.52	\$0.00	\$0.00	\$127.52

		09/01/2015	Williamson County, Texas	\$0.00	\$0.00	\$0.00	\$0.00
	Pharmacy Total		1	\$785.60	\$0.00	\$0.00	\$785.60
Control - SFX - ACCT Total			2	\$1,689.74	\$0.00	\$0.00	\$1,689.74
866349 - 013 - 301	(5) Managed Behavioral Health	12/01/2014		\$244.16	\$0.00	\$0.00	\$244.16
		01/01/2015		\$4,631.17	\$0.00	\$0.00	\$4,631.17
		02/01/2015		\$1,314.31	\$0.00	\$0.00	\$1,314.31
		03/01/2015		\$145.58	\$0.00	\$0.00	\$145.58
		04/01/2015		\$5,565.30	\$0.00	\$0.00	\$5,565.30
		05/01/2015		\$6,153.15	\$0.00	\$0.00	\$6,153.15
		06/01/2015		\$6,922.43	\$0.00	\$0.00	\$6,922.43
		07/01/2015		\$1,746.58	\$0.00	\$0.00	\$1,746.58
		08/01/2015		\$2,274.64	\$0.00	\$0.00	\$2,274.64
		09/01/2015		\$1,325.01	\$0.00	\$0.00	\$1,325.01
		10/01/2015		\$1,979.96	\$0.00	\$0.00	\$1,979.96
	(5) Managed Behavioral Health Total			\$32,302.29	\$0.00	\$0.00	\$32,302.29
	Indemnity Vision	11/01/2014		\$2,107.29			\$2,107.29
		12/01/2014		\$3,674.61			\$3,674.61
		01/01/2015		\$2,752.47			\$2,752.47
		02/01/2015		\$5,619.39			\$5,619.39
		03/01/2015		\$2,541.10			\$2,541.10
		04/01/2015		\$2,099.25			\$2,099.25
		05/01/2015		\$2,770.00			\$2,770.00
		06/01/2015		\$4,056.51			\$4,056.51
		07/01/2015		\$3,558.75			\$3,558.75
		08/01/2015		\$8,998.76			\$8,998.76
		09/01/2015		\$6,509.19			\$6,509.19
		10/01/2015		\$5,277.07			\$5,277.07
	Indemnity Vision Total			\$49,964.39			\$49,964.39
	Open Acc POS	11/01/2014	214	\$30,562.84	\$0.00	\$0.00	\$30,562.84
		12/01/2014	211	\$201,684.68	\$0.00	\$0.00	\$201,684.68
		01/01/2015	209	\$99,549.82	\$0.00	\$0.00	\$99,549.82
		02/01/2015	210	\$195,335.04	\$0.00	\$0.00	\$195,335.04
		03/01/2015	211	\$430,038.97	\$0.00	\$0.00	\$430,038.97
		04/01/2015	215	\$217,624.87	\$0.00	\$0.00	\$217,624.87
		05/01/2015	216	\$187,565.88	\$0.00	\$0.00	\$187,565.88
		06/01/2015	214	\$167,874.10	\$0.00	\$0.00	\$167,874.10
		07/01/2015	215	\$310,897.98	\$0.00	\$0.00	\$310,897.98
		08/01/2015	215	\$163,619.17	\$0.00	\$0.00	\$163,619.17
		09/01/2015	214	\$189,822.14	\$3,147.66	\$0.00	\$192,969.80
		10/01/2015	214	\$208,095.23	\$2,820.50	\$0.00	\$210,915.73
	Open Acc POS Total		2,558	\$2,402,670.72	\$5,968.16	\$0.00	\$2,408,638.88
	Pharmacy	11/01/2014	214	\$10,218.58	\$0.00	\$0.00	\$10,218.58
		12/01/2014	211	\$57,423.96	\$0.00	\$0.00	\$57,423.96
7/21/2016 7:45 AM		01/01/2015	209	\$87,053.95	\$0.00	\$0.00	\$87,053.95

		02/01/2015	210	\$112,100.91	\$0.00	\$0.00	\$112,100.91
		03/01/2015	211	\$38,822.83	\$0.00	\$0.00	\$38,822.83
		04/01/2015	215	\$63,017.73	\$0.00	\$0.00	\$63,017.73
		05/01/2015	216	\$61,329.61	\$0.00	\$0.00	\$61,329.61
		06/01/2015	214	\$62,433.01	\$0.00	\$0.00	\$62,433.01
		07/01/2015	215	\$67,037.52	\$0.00	\$0.00	\$67,037.52
		08/01/2015	215	\$73,939.18	\$0.00	\$0.00	\$73,939.18
		09/01/2015	214	\$100,058.97	\$0.00	\$0.00	\$100,058.97
		10/01/2015	214	\$97,683.95	\$0.00	\$0.00	\$97,683.95
	Pharmacy Total		2,558	\$831,120.20	\$0.00	\$0.00	\$831,120.20
Control - SFX - ACCT Total			5,116	\$3,316,057.60	\$5,968.16	\$0.00	\$3,322,025.76
866349 - 013 - 302	Indemnity Vision	11/01/2014		\$40.00			\$40.00
		12/01/2014		\$1,140.40			\$1,140.40
		03/01/2015		\$300.00			\$300.00
		04/01/2015		\$221.85			\$221.85
		07/01/2015		\$600.00			\$600.00
		08/01/2015		\$476.60			\$476.60
		09/01/2015		\$1,981.35			\$1,981.35
		10/01/2015		\$439.89			\$439.89
	Indemnity Vision Total			\$5,200.09			\$5,200.09
	Open Acc POS	11/01/2014	29	\$563.38	\$0.00	\$0.00	\$563.38
		12/01/2014	29	\$4,517.29	\$0.00	\$0.00	\$4,517.29
		01/01/2015	29	\$912.07	\$0.00	\$0.00	\$912.07
		02/01/2015	29	\$4,070.72	\$0.00	\$0.00	\$4,070.72
		03/01/2015	29	\$21,299.90	\$0.00	\$0.00	\$21,299.90
		04/01/2015	29	\$4,101.86	\$0.00	\$0.00	\$4,101.86
		05/01/2015	29	\$4,670.49	\$0.00	\$0.00	\$4,670.49
		06/01/2015	29	\$5,884.18	\$0.00	\$0.00	\$5,884.18
		07/01/2015	28	\$7,162.87	\$0.00	\$0.00	\$7,162.87
		08/01/2015	28	\$10,282.18	\$0.00	\$0.00	\$10,282.18
		09/01/2015	28	\$6,025.94	\$0.00	\$0.00	\$6,025.94
		10/01/2015	28	\$20,678.76	\$0.00	\$0.00	\$20,678.76
	Open Acc POS Total		344	\$90,169.64	\$0.00	\$0.00	\$90,169.64
	Pharmacy	11/01/2014	29	\$1,761.35	\$0.00	\$0.00	\$1,761.35
		12/01/2014	29	\$9,691.52	\$0.00	\$0.00	\$9,691.52
		01/01/2015	29	\$13,641.02	\$0.00	\$0.00	\$13,641.02
		02/01/2015	29	\$22,384.65	\$0.00	\$0.00	\$22,384.65
		03/01/2015	29	\$5,091.22	\$0.00	\$0.00	\$5,091.22
		04/01/2015	29	\$16,245.32	\$0.00	\$0.00	\$16,245.32
		05/01/2015	29	\$15,462.12	\$0.00	\$0.00	\$15,462.12
		06/01/2015	29	\$10,490.95	\$0.00	\$0.00	\$10,490.95
		07/01/2015	28	\$6,703.16	\$0.00	\$0.00	\$6,703.16
		08/01/2015	28	\$22,581.70	\$0.00	\$0.00	\$22,581.70
		09/01/2015	28	\$13,394.32	\$0.00	\$0.00	\$13,394.32
7/21/2016 7:45 AM		10/01/2015	28	\$16,010.94	\$0.00	\$0.00	\$16,010.94

	Pharmacy Total		344	\$153,458.27	\$0.00	\$0.00	\$153,458.27
			Williamson County, Texas				
Control - SFX - ACCT Total			688	\$248,828.00	\$0.00	\$0.00	\$248,828.00
866349 - 013 - 303	Open Acc POS	11/01/2014	1	\$0.50	\$0.00	\$0.00	\$0.50
		12/01/2014	1	\$103.29	\$0.00	\$0.00	\$103.29
		01/01/2015	1	\$0.50	\$0.00	\$0.00	\$0.50
		02/01/2015	1	\$106.01	\$0.00	\$0.00	\$106.01
		03/01/2015	1	\$126.37	\$0.00	\$0.00	\$126.37
		04/01/2015	1	\$0.50	\$0.00	\$0.00	\$0.50
		05/01/2015	1	\$196.68	\$0.00	\$0.00	\$196.68
		06/01/2015	1	\$0.50	\$0.00	\$0.00	\$0.50
		07/01/2015	1	\$2.64	\$0.00	\$0.00	\$2.64
		08/01/2015	1	\$132.33	\$0.00	\$0.00	\$132.33
		09/01/2015	1	\$0.50	\$0.00	\$0.00	\$0.50
		10/01/2015	1	\$3,033.25	\$0.00	\$0.00	\$3,033.25
	Open Acc POS Total		12	\$3,703.07	\$0.00	\$0.00	\$3,703.07
	Pharmacy	11/01/2014	1				
		12/01/2014	1	\$1,321.39	\$0.00	\$0.00	\$1,321.39
		01/01/2015	1	\$221.58	\$0.00	\$0.00	\$221.58
		02/01/2015	1	\$78.40	\$0.00	\$0.00	\$78.40
		03/01/2015	1	\$152.84	\$0.00	\$0.00	\$152.84
		04/01/2015	1	\$586.65	\$0.00	\$0.00	\$586.65
		05/01/2015	1	\$691.68	\$0.00	\$0.00	\$691.68
		06/01/2015	1	-\$12.97	\$0.00	\$0.00	-\$12.97
		07/01/2015	1	\$477.70	\$0.00	\$0.00	\$477.70
		08/01/2015	1	\$640.44	\$0.00	\$0.00	\$640.44
		09/01/2015	1	\$124.60	\$0.00	\$0.00	\$124.60
		10/01/2015	1	\$1,587.05	\$0.00	\$0.00	\$1,587.05
	Pharmacy Total		12	\$5,869.36	\$0.00	\$0.00	\$5,869.36
Control - SFX - ACCT Total			24	\$9,572.43	\$0.00	\$0.00	\$9,572.43
866349 - 020 - 401	PPO Dental	11/01/2014	892	\$27,520.50			\$27,520.50
		12/01/2014	885	\$61,922.81			\$61,922.81
		01/01/2015	883	\$59,376.50			\$59,376.50
		02/01/2015	883	\$66,577.40			\$66,577.40
		03/01/2015	877	\$71,659.87			\$71,659.87
		04/01/2015	876	\$77,023.05			\$77,023.05
		05/01/2015	872	\$47,509.64			\$47,509.64
		06/01/2015	860	\$69,433.54			\$69,433.54
		07/01/2015	861	\$59,074.29			\$59,074.29
		08/01/2015	856	\$55,115.99			\$55,115.99
		09/01/2015	858	\$64,659.69			\$64,659.69
		10/01/2015	858	\$53,383.57			\$53,383.57
	PPO Dental Total		10,461	\$713,256.85			\$713,256.85
Control - SFX - ACCT Total			10,461	\$713,256.85			\$713,256.85
866349 - 020 - 402		11/01/2014	69	\$393.60			\$393.60

		12/01/2014	69	\$1,490.60		\$1,490.60	Bid 1605-083
		01/01/2015	70	\$1,287.50		\$1,287.50	
		02/01/2015	70	\$5,514.20		\$5,514.20	
		03/01/2015	72	\$5,277.95		\$5,277.95	
		04/01/2015	71	\$3,471.25		\$3,471.25	
		05/01/2015	71	\$3,961.12		\$3,961.12	
		06/01/2015	72	\$2,549.80		\$2,549.80	
		07/01/2015	71	\$1,751.42		\$1,751.42	
		08/01/2015	70	\$4,139.37		\$4,139.37	
		09/01/2015	68	\$9,442.55		\$9,442.55	
		10/01/2015	68	\$3,366.80		\$3,366.80	
	PPO Dental Total		841	\$42,646.16		\$42,646.16	
Control - SFX - ACCT Total			841	\$42,646.16		\$42,646.16	
866349 - 020 - 403		11/01/2014	1				
		12/01/2014	1				
		01/01/2015	1				
		02/01/2015	1				
		03/01/2015	1				
		04/01/2015	1				
		05/01/2015	1				
		06/01/2015	2				
		07/01/2015	1				
		08/01/2015	1				
		09/01/2015	1				
		10/01/2015	1				
	PPO Dental Total		13				
Control - SFX - ACCT Total			13				
866349 - 021 - 501		11/01/2014	309	\$2,518.90		\$2,518.90	
		12/01/2014	306	\$7,155.20		\$7,155.20	
		01/01/2015	303	\$6,588.40		\$6,588.40	
		02/01/2015	305	\$8,010.40		\$8,010.40	
		03/01/2015	307	\$14,020.70		\$14,020.70	
		04/01/2015	316	\$6,445.40		\$6,445.40	
		05/01/2015	319	\$12,119.50		\$12,119.50	
		06/01/2015	318	\$8,394.40		\$8,394.40	
		07/01/2015	313	\$12,942.67		\$12,942.67	
		08/01/2015	315	\$11,731.10		\$11,731.10	
		09/01/2015	327	\$13,847.30		\$13,847.30	
		10/01/2015	327	\$8,665.10		\$8,665.10	
	PPO Dental Total		3,765	\$112,439.07		\$112,439.07	
Control - SFX - ACCT Total			3,765	\$112,439.07		\$112,439.07	
866349 - 021 - 502		11/01/2014	10	\$367.40		\$367.40	
		12/01/2014	10				
		01/01/2015	10	\$420.60		\$420.60	
7/21/2016 7:45 AM		02/01/2015	10	\$117.90		\$117.90	

		03/01/2015	10	\$86.40			\$86.40
		04/01/2015	10	\$717.10			\$717.10
		05/01/2015	10	\$248.00			\$248.00
		06/01/2015	10				
		07/01/2015	11	\$961.60			\$961.60
		08/01/2015	11	\$312.80			\$312.80
		09/01/2015	11	\$246.70			\$246.70
		10/01/2015	11	\$848.80			\$848.80
	PPO Dental Total		124	\$4,327.30			\$4,327.30
Control - SFX - ACCT Total			124	\$4,327.30			\$4,327.30
866349 - 021 - 503		12/01/2014	1				
		01/01/2015	1				
		02/01/2015	1				
		03/01/2015	1	\$391.00			\$391.00
	PPO Dental Total		4	\$391.00			\$391.00
Control - SFX - ACCT Total			4	\$391.00			\$391.00
866349 - 022 - 601	Open Acc EPO	11/01/2014	1				
		12/01/2014	1				
		01/01/2015	1				
		02/01/2015	1				
		03/01/2015	1				
		04/01/2015	1				
		05/01/2015	1				
		06/01/2015	1	\$51,878.90	\$0.00	\$0.00	\$51,878.90
		07/01/2015	1	\$7,712.74	\$0.00	\$0.00	\$7,712.74
		08/01/2015	1	\$6,728.50	\$0.00	\$0.00	\$6,728.50
		09/01/2015	1	\$409.00	\$0.00	\$0.00	\$409.00
		10/01/2015	1	\$2,886.42	\$0.00	\$0.00	\$2,886.42
	Open Acc EPO Total		12	\$69,615.56	\$0.00	\$0.00	\$69,615.56
	Pharmacy	11/01/2014	1				
		12/01/2014	1				
		01/01/2015	1				
		02/01/2015	1				
		03/01/2015	1				
		04/01/2015	1				
		05/01/2015	1				
		06/01/2015	1	\$0.00	\$0.00	\$0.00	\$0.00
		07/01/2015	1	\$902.04	\$0.00	\$0.00	\$902.04
		08/01/2015	1	\$6,787.78	\$0.00	\$0.00	\$6,787.78
		09/01/2015	1	\$205.10	\$0.00	\$0.00	\$205.10
		10/01/2015	1	\$6,266.65	\$0.00	\$0.00	\$6,266.65
	Pharmacy Total		12	\$14,161.57	\$0.00	\$0.00	\$14,161.57
Control - SFX - ACCT Total			24	\$83,777.13	\$0.00	\$0.00	\$83,777.13
866349 - 022 - 602 AM	(5) Managed Behavioral Health	10/01/2015		\$180.00	\$0.00	\$0.00	\$180.00

Williamson County, Texas

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	(5) Managed Behavioral Health Total		Williamson County, Texas	\$180.00	\$0.00	\$0.00	\$180.00
	Open Acc EPO	07/01/2015		\$680,929.71	\$0.00	\$0.00	\$680,929.71
	Open Acc EPO Total			\$680,929.71	\$0.00	\$0.00	\$680,929.71
	Open Acc POS	11/01/2014	1				
		12/01/2014	1				
		01/01/2015	1				
		02/01/2015	1				
		03/01/2015	1				
		04/01/2015	1				
		05/01/2015	1				
		06/01/2015	1	\$509.54	\$0.00	\$0.00	\$509.54
		07/01/2015	1	\$3,109.48	\$0.00	\$0.00	\$3,109.48
		08/01/2015	1	\$1,468.84	\$0.00	\$0.00	\$1,468.84
		09/01/2015	1	\$2.00	\$0.00	\$0.00	\$2.00
		10/01/2015	1	\$2,023.30	\$0.00	\$0.00	\$2,023.30
	Open Acc POS Total		12	\$7,113.16	\$0.00	\$0.00	\$7,113.16
	Pharmacy	11/01/2014	1				
		12/01/2014	1				
		01/01/2015	1				
		02/01/2015	1				
		03/01/2015	1				
		04/01/2015	1				
		05/01/2015	1				
		06/01/2015	1	\$3.00	\$0.00	\$0.00	\$3.00
		07/01/2015	1	\$2,621.49	\$0.00	\$0.00	\$2,621.49
		08/01/2015	1	\$3,936.16	\$0.00	\$0.00	\$3,936.16
		09/01/2015	1	\$69.06	\$0.00	\$0.00	\$69.06
		10/01/2015	1	\$80.91	\$0.00	\$0.00	\$80.91
	Pharmacy Total		12	\$6,710.62	\$0.00	\$0.00	\$6,710.62
Control - SFX - ACCT Total			24	\$694,933.49	\$0.00	\$0.00	\$694,933.49
866349 - 022 - 603	Indemnity Vision	06/01/2015		\$300.00			\$300.00
		09/01/2015		\$191.49			\$191.49
	Indemnity Vision Total			\$491.49			\$491.49
	Open Acc POS	11/01/2014	1				
		12/01/2014	1				
		01/01/2015	1				
		02/01/2015	1				
		03/01/2015	1				
		04/01/2015	1				
		05/01/2015	1				
		06/01/2015	1	\$9,248.62	\$0.00	\$0.00	\$9,248.62
		07/01/2015	1	\$8,046.55	\$0.00	\$0.00	\$8,046.55
7/21/2016 7:45 AM		08/01/2015	1	\$1,839.29	\$0.00	\$0.00	\$1,839.29

		09/01/2015	1	\$1,251.91	\$0.00	\$0.00	\$1,251.91
		10/01/2015	1	\$811.60	\$0.00	\$0.00	\$811.60
	Open Acc POS Total		12	\$21,197.97	\$0.00	\$0.00	\$21,197.97
	Pharmacy	11/01/2014	1				
		12/01/2014	1				
		01/01/2015	1				
		02/01/2015	1				
		03/01/2015	1				
		04/01/2015	1				
		05/01/2015	1				
		06/01/2015	1	\$2,059.41	\$0.00	\$0.00	\$2,059.41
		07/01/2015	1	\$860.92	\$0.00	\$0.00	\$860.92
		08/01/2015	1	\$6,283.03	\$0.00	\$0.00	\$6,283.03
		09/01/2015	1	\$2,392.61	\$0.00	\$0.00	\$2,392.61
		10/01/2015	1	\$1,933.74	\$0.00	\$0.00	\$1,933.74
	Pharmacy Total		12	\$13,529.71	\$0.00	\$0.00	\$13,529.71
Control - SFX - ACCT Total			24	\$35,219.17	\$0.00	\$0.00	\$35,219.17
Grand Total				\$14,003,534.78	\$101,003.40	\$0.00	\$14,104,538.18

- (1) Due to timing, current month lives are NOT available and therefore the prior month's lives are used for both months. Estimated Employee counts are unedited and exclude retroactive changes. Audited counts will be used for accounting results.
- (2) If applicable, claims displayed include charges for the National Advantage Program, Value-Based Pricing and/or specific buy-up program fees/ad hoc service charges that are billed through the claim wire. The monthly Claim Detail Report is available to identify specific claim wire billed fees/charges.
- (3), (4) Stop Loss claim values (including 0.00) display only if applicable. Absence of values in a Stop Loss column indicates that arrangement is not in effect. Stop Loss claims may be greater than displayed if subject to a year end reconciliation.
- (5) Managed Behavioral Health lives are assumed to equal the medical on the same account. This may or may not be representative of your plan.

Aetna Medical Claims by plan, active /retiree / COBRA

		Medical ACO High	Medical ACO Low	Medical POS High	Medical POS Low	Total
12	Nov-14	\$14,513	\$75,829	\$20,089	\$45,254	\$155,685
	Dec-14	\$107,255	\$324,714	\$101,601	\$279,801	\$813,371
	Jan-15	\$100,301	\$276,640	\$81,683	\$206,010	\$664,634
	Feb-15	\$224,720	\$491,133	\$191,506	\$335,390	\$1,242,749
	Mar-15	\$382,596	\$777,641	\$78,456	\$495,677	\$1,734,370
	Apr-15	\$250,074	\$565,189	\$158,179	\$307,143	\$1,280,585
	May-15	\$408,477	\$451,599	\$114,393	\$278,838	\$1,253,307
	Jun-15	\$383,072	\$601,633	\$127,771	\$257,648	\$1,370,124
	Jul-15	\$84,346	\$553,492	\$141,365	\$398,188	\$1,177,391
	Aug-15	\$136,172	\$601,206	\$77,930	\$282,945	\$1,098,253
	Sep-15	\$105,586	\$533,320	\$163,795	\$322,389	\$1,125,090
	Oct-15	\$191,850	\$572,845	\$187,507	\$354,786	\$1,306,988
	Total	\$2,388,962	\$5,825,241	\$1,444,275	\$3,564,069	\$13,222,547
	Avg. Emps	147	950	71	244	1,412
	Avg cost per emp / mo	\$1,354	\$511	\$1,695	\$1,217	\$780
	Avg. Funding (Included Fixed Costs)	\$1,160	\$938	\$1,362	\$1,283	\$1,042
		Medical Active	Medical Retirees	Medical COBRA		Medical Total
	Nov-14	\$148,622	\$7,061	\$2		\$155,685
	Dec-14	\$738,066	\$69,558	\$5,747		\$813,371
	Jan-15	\$589,585	\$72,050	\$2,999		\$664,634
	Feb-15	\$1,055,663	\$182,514	\$4,572		\$1,242,749
	Mar-15	\$1,605,307	\$107,917	\$21,146		\$1,734,370
	Apr-15	\$1,200,705	\$47,751	\$32,129		\$1,280,585
	May-15	\$1,178,527	\$72,133	\$2,647		\$1,253,307
	Jun-15	\$1,274,229	\$95,223	\$672		\$1,370,124
	Jul-15	\$1,101,543	\$73,503	\$2,345		\$1,177,391
	Aug-15	\$991,049	\$106,304	\$900		\$1,098,253
	Sep-15	\$993,612	\$122,883	\$8,595		\$1,125,090
	Oct-15	\$1,167,814	\$134,554	\$4,620		\$1,306,988
	Total	\$12,044,722	\$1,091,451	\$86,374		\$13,222,547
	Emps	1319	91	2		1412

Avg cost per emp / mo	\$761	\$999	\$3,599	\$780
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Average monthly cost by per employee from 11/1/14

Medical <u>ACO High</u>	Medical <u>ACO Low</u>	Medical <u>POS High</u>	Medical <u>POS Low</u>	<u>Total</u>
\$1,354	\$511	\$1,695	\$1,217	\$780

Aetna Medical Claims by plan, active /retiree / COBRA							Administration							
7		Medical	Medical	Medical	Medical	Total	Emps	ACO	POS	Total	\$51.45	\$47.90	Tot. Admin	\$71.63
		ACO High	ACO Low	POS High	POS Low						ACO	POS		Stop Loss
	Nov-15	\$90,339	\$561,789	\$83,769	\$277,188	\$1,013,085	Nov-15	1057	323	1380	\$54,383	\$15,472	\$69,855	\$98,849
	Dec-15	\$22,621	\$543,088	\$47,010	\$415,548	\$1,028,267	Dec-15	1058	323	1381	\$54,434	\$15,472	\$69,906	\$98,921
	Jan-16	\$10,368	\$544,073	\$2,998	\$386,661	\$944,100	Jan-16	1067	322	1389	\$54,897	\$15,424	\$70,321	\$99,494
	Feb-16	\$2,025	\$725,117	-\$53,985	\$918,580	\$1,591,737	Feb-16	1070	323	1393	\$55,052	\$15,472	\$70,524	\$99,781
	Mar-16	-\$15,233	\$931,290	-\$2,476	\$621,615	\$1,535,196	Mar-16	1070	323	1393	\$55,052	\$15,472	\$70,524	\$99,781
	Apr-16	\$2,991	\$989,893	\$1,049	\$457,029	\$1,450,962	Apr-16	1066	322	1388	\$54,846	\$15,424	\$70,270	\$99,422
	May-16	\$1,289	\$941,377	-\$488	\$404,516	\$1,346,694	May-16	1079	322	1401	\$55,515	\$15,424	\$70,939	\$100,354
	Jun-16				\$0	\$0	Jun-16	0	0	0	\$0	\$0	\$0	\$0
	Jul-16				\$0	\$0	Jul-16	0	0	0	\$0	\$0	\$0	\$0
	Aug-16				\$0	\$0	Aug-16	0	0	0	\$0	\$0	\$0	\$0
	Sep-16				\$0	\$0	Sep-16	0	0	0	\$0	\$0	\$0	\$0
	Oct-16				\$0	\$0	Oct-16	0	0	0	\$0	\$0	\$0	\$0
	Total	\$114,400	\$5,236,627	\$77,877	\$3,481,137	\$8,910,041	Totsl	7467	2258	9725	\$384,179	\$108,160	\$492,339	\$696,602
	Avg. Emps	-	1,065	-	322	1,387								
	Avg cost per emp / mo	NA	\$702	NA	\$1,544	\$918								
	Avg. Funding (Included Fixed Costs)	NA	\$919	NA	\$1,291	\$1,042								
		Medical	Medical	Medical	Medical									
		Active	Retirees	COBRA	Total									
	Nov-15	\$871,293	\$141,174	\$618	\$1,013,085									
	Dec-15	\$893,018	\$134,249	\$1,000	\$1,028,267									
	Jan-16	\$836,239	\$105,780	\$2,081	\$944,100									
	Feb-16	\$1,501,309	\$90,361	\$67	\$1,591,737									
	Mar-16	\$1,434,255	\$100,831	\$110	\$1,535,196									
	Apr-16	\$1,298,272	\$152,240	\$450	\$1,450,962									
	May-16	\$1,228,023	\$117,993	\$678	\$1,346,694									
	Jun-16				\$0									
	Jul-16				\$0									
	Aug-16				\$0									
	Sep-16				\$0									
	Oct-16				\$0									
	Total	\$8,062,409	\$842,628	\$5,004	\$8,910,041									
Emps		1,301	86	2		1,389								
Avg cost per emp / mo		\$885	\$1,400	\$357		\$916								

Average monthly cost by per employee from 11/1/14

Medical ACO High	Medical ACO Low	Medical POS High	Medical POS Low	Total
NA	\$702	NA	\$1,544	\$918

SELF FUNDED MONTHLY CLAIMS REPORT

Williamson County, Texas

Bid 1605-083

WILLIAMSON COUNTY

Customer Number 866349

					November - 15	Through	April - 16
Control - SFX - ACCT Total	Product	Month	*(1) Estimated Employees	*(2) Customer Funded Claims	*(3) Individual Stop Loss Claims	*(4) Aggregate Stop Loss Claims	Total Claims
866349 - 010 - 001	(5) Managed Behavioral Health	11/01/2015	0	\$150.00	\$0.00	\$0.00	\$150.00
		12/01/2015	0	\$0.00	\$0.00	\$0.00	\$0.00
		01/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		02/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		03/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		04/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
	(5) Managed Behavioral Health Total		0	\$150.00	\$0.00	\$0.00	\$150.00
	Indemnity Vision	11/01/2015	0	\$2,556.25	\$0.00	\$0.00	\$2,556.25
		12/01/2015	0	\$105.80	\$0.00	\$0.00	\$105.80
		01/01/2016	0	\$33.00	\$0.00	\$0.00	\$33.00
		02/01/2016	0	\$184.60	\$0.00	\$0.00	\$184.60
		03/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		04/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
	Indemnity Vision Total		0	\$2,879.65	\$0.00	\$0.00	\$2,879.65
	Open Acc EPO	11/01/2015	0	\$50,288.38	\$0.00	\$0.00	\$50,288.38
		12/01/2015	0	\$21,464.05	\$0.00	\$0.00	\$21,464.05
		01/01/2016	0	\$10,335.10	\$0.00	\$0.00	\$10,335.10
		02/01/2016	0	\$732.67	\$0.00	\$0.00	\$732.67
		03/01/2016	0	-\$15,252.15	\$0.00	\$0.00	-\$15,252.15
		04/01/2016	0	\$2,811.06	\$0.00	\$0.00	\$2,811.06
	Open Acc EPO Total		0	\$70,379.11	\$0.00	\$0.00	\$70,379.11
	Pharmacy	11/01/2015	0	\$13,895.64	\$0.00	\$0.00	\$13,895.64
		12/01/2015	0	\$109.94	\$0.00	\$0.00	\$109.94
		01/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		02/01/2016	0	\$538.13	\$0.00	\$0.00	\$538.13
		03/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		04/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
	Pharmacy Total		0	\$14,543.71	\$0.00	\$0.00	\$14,543.71
Control - SFX - ACCT Total			0	\$87,952.47	\$0.00	\$0.00	\$87,952.47
866349 - 010 - 002	Indemnity Vision	11/01/2015	0	\$516.00	\$0.00	\$0.00	\$516.00
		12/01/2015	0	\$0.00	\$0.00	\$0.00	\$0.00
		01/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		02/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		03/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		04/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
	Indemnity Vision Total		0	\$516.00	\$0.00	\$0.00	\$516.00
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	Open Acc EPO	11/01/2015	0	\$17,506.10	\$0.00	\$0.00	\$17,506.10
		12/01/2015	0	\$940.67	\$0.00	\$0.00	\$940.67
		01/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		02/01/2016	0	\$481.30	\$0.00	\$0.00	\$481.30
		03/01/2016	0	\$19.22	\$0.00	\$0.00	\$19.22
		04/01/2016	0	\$180.21	\$0.00	\$0.00	\$180.21
	Open Acc EPO Total		0	\$19,127.50	\$0.00	\$0.00	\$19,127.50
	Pharmacy	11/01/2015	0	\$4,686.51	\$0.00	\$0.00	\$4,686.51
		12/01/2015	0	\$0.00	\$0.00	\$0.00	\$0.00
		01/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		02/01/2016	0	\$88.92	\$0.00	\$0.00	\$88.92
		03/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		04/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
	Pharmacy Total		0	\$4,775.43	\$0.00	\$0.00	\$4,775.43
Control - SFX - ACCT Total			0	\$24,418.93	\$0.00	\$0.00	\$24,418.93
866349 - 010 - 997	Pharmacy	11/01/2015	0	\$0.00	\$0.00	\$0.00	\$0.00
		12/01/2015	0	\$0.00	\$0.00	\$0.00	\$0.00
		01/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		02/01/2016	0	-\$14,989.06	\$0.00	\$0.00	-\$14,989.06
		03/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		04/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
	Pharmacy Total		0	-\$14,989.06	\$0.00	\$0.00	-\$14,989.06
Control - SFX - ACCT Total			0	-\$14,989.06	\$0.00	\$0.00	-\$14,989.06
866349 - 011 - 101	(5) Managed Behavioral Health	11/01/2015	0	\$5,876.32	\$0.00	\$0.00	\$5,876.32
		12/01/2015	0	\$1,098.47	\$0.00	\$0.00	\$1,098.47
		01/01/2016	0	\$4,385.11	\$0.00	\$0.00	\$4,385.11
		02/01/2016	0	\$11,683.07	\$0.00	\$0.00	\$11,683.07
		03/01/2016	0	\$3,387.98	\$0.00	\$0.00	\$3,387.98
		04/01/2016	0	\$8,602.66	\$0.00	\$0.00	\$8,602.66
	(5) Managed Behavioral Health Total		0	\$35,033.61	\$0.00	\$0.00	\$35,033.61
	Indemnity Vision	11/01/2015	0	\$29,108.59	\$0.00	\$0.00	\$29,108.59
		12/01/2015	0	\$18,535.81	\$0.00	\$0.00	\$18,535.81
		01/01/2016	0	\$10,741.25	\$0.00	\$0.00	\$10,741.25
		02/01/2016	0	\$26,463.84	\$0.00	\$0.00	\$26,463.84
		03/01/2016	0	\$20,781.51	\$0.00	\$0.00	\$20,781.51
		04/01/2016	0	\$10,872.39	\$0.00	\$0.00	\$10,872.39
	Indemnity Vision Total		0	\$116,503.39	\$0.00	\$0.00	\$116,503.39
	Open Acc EPO	11/01/2015	1,002	\$273,470.76	\$0.00	\$0.00	\$273,470.76
		12/01/2015	1,003	\$297,955.15	\$0.00	\$0.00	\$297,955.15
		01/01/2016	1,015	\$254,109.77	\$0.00	\$0.00	\$254,109.77
		02/01/2016	1,017	\$420,909.36	\$0.00	\$0.00	\$420,909.36
		03/01/2016	1,014	\$594,053.83	\$0.00	\$0.00	\$594,053.83
7/21/2016 7:45 AM		04/01/2016	1,014	\$621,693.99	\$5,239.48	\$0.00	\$626,933.47

	Open Acc EPO Total		6,065	\$2,462,192.86	\$5,239.48	\$0.00	\$2,467,432.34
			Williamson	County, Texas			
	Pharmacy	11/01/2015	1,002	\$177,981.75	\$0.00	\$0.00	\$177,981.75
		12/01/2015	1,003	\$157,559.43	\$0.00	\$0.00	\$157,559.43
		01/01/2016	1,015	\$202,560.08	\$0.00	\$0.00	\$202,560.08
		02/01/2016	1,017	\$202,110.57	\$0.00	\$0.00	\$202,110.57
		03/01/2016	1,014	\$245,069.67	\$0.00	\$0.00	\$245,069.67
		04/01/2016	1,014	\$224,169.26	\$245.32	\$0.00	\$224,414.58
	Pharmacy Total		6,065	\$1,209,450.76	\$245.32	\$0.00	\$1,209,696.08
Control - SFX - ACCT Total			12,130	\$3,823,180.62	\$5,484.80	\$0.00	\$3,828,665.42
866349 - 011 - 102	(5) Managed Behavioral Health	11/01/2015	0	\$265.01	\$0.00	\$0.00	\$265.01
		12/01/2015	0	\$9,897.70	\$0.00	\$0.00	\$9,897.70
		01/01/2016	0	\$8,483.50	\$0.00	\$0.00	\$8,483.50
		02/01/2016	0	\$84.87	\$0.00	\$0.00	\$84.87
		03/01/2016	0	\$877.12	\$0.00	\$0.00	\$877.12
		04/01/2016	0	\$1,253.34	\$0.00	\$0.00	\$1,253.34
	(5) Managed Behavioral Health Total		0	\$20,861.54	\$0.00	\$0.00	\$20,861.54
	Indemnity Vision	11/01/2015	0	\$1,924.60	\$0.00	\$0.00	\$1,924.60
		12/01/2015	0	\$1,036.00	\$0.00	\$0.00	\$1,036.00
		01/01/2016	0	\$810.00	\$0.00	\$0.00	\$810.00
		02/01/2016	0	\$1,436.00	\$0.00	\$0.00	\$1,436.00
		03/01/2016	0	\$49.60	\$0.00	\$0.00	\$49.60
		04/01/2016	0	\$300.00	\$0.00	\$0.00	\$300.00
	Indemnity Vision Total		0	\$5,556.20	\$0.00	\$0.00	\$5,556.20
	Open Acc EPO	11/01/2015	53	\$55,969.57	\$0.00	\$0.00	\$55,969.57
		12/01/2015	51	\$39,706.71	\$0.00	\$0.00	\$39,706.71
		01/01/2016	51	\$40,656.61	\$0.00	\$0.00	\$40,656.61
		02/01/2016	51	\$44,357.37	\$0.00	\$0.00	\$44,357.37
		03/01/2016	50	\$33,630.96	\$0.00	\$0.00	\$33,630.96
		04/01/2016	50	\$85,681.25	\$0.00	\$0.00	\$85,681.25
	Open Acc EPO Total		306	\$300,002.47	\$0.00	\$0.00	\$300,002.47
	Pharmacy	11/01/2015	53	\$16,950.60	\$0.00	\$0.00	\$16,950.60
		12/01/2015	51	\$17,297.60	\$0.00	\$0.00	\$17,297.60
		01/01/2016	51	\$22,287.24	\$0.00	\$0.00	\$22,287.24
		02/01/2016	51	\$18,070.85	\$0.00	\$0.00	\$18,070.85
		03/01/2016	50	\$33,328.29	\$0.00	\$0.00	\$33,328.29
		04/01/2016	50	\$31,386.33	\$0.00	\$0.00	\$31,386.33
	Pharmacy Total		306	\$139,320.91	\$0.00	\$0.00	\$139,320.91
Control - SFX - ACCT Total			612	\$465,741.12	\$0.00	\$0.00	\$465,741.12
866349 - 011 - 103	Open Acc EPO	11/01/2015	0	\$240.00	\$0.00	\$0.00	\$240.00
		12/01/2015	1	\$0.50	\$0.00	\$0.00	\$0.50
		01/01/2016	1	\$38.87	\$0.00	\$0.00	\$38.87
7/21/2016 7:45 AM		02/01/2016	2	\$1.00	\$0.00	\$0.00	\$1.00

		03/01/2016	2	\$1.00	\$0.00	\$0.00	\$1.00
		04/01/2016	2	\$289.66	\$0.00	\$0.00	\$289.66
	Open Acc EPO Total		8	\$571.03	\$0.00	\$0.00	\$571.03
	Pharmacy	11/01/2015	0	\$0.00	\$0.00	\$0.00	\$0.00
		12/01/2015	1	\$0.00	\$0.00	\$0.00	\$0.00
		01/01/2016	1	\$0.00	\$0.00	\$0.00	\$0.00
		02/01/2016	2	\$0.00	\$0.00	\$0.00	\$0.00
		03/01/2016	2	\$109.54	\$0.00	\$0.00	\$109.54
		04/01/2016	2	\$160.56	\$0.00	\$0.00	\$160.56
	Pharmacy Total		8	\$270.10	\$0.00	\$0.00	\$270.10
Control - SFX - ACCT Total			16	\$841.13	\$0.00	\$0.00	\$841.13
866349 - 012 - 201	(5) Managed Behavioral Health	11/01/2015	0	\$1,035.30	\$0.00	\$0.00	\$1,035.30
		12/01/2015	0	\$0.00	\$0.00	\$0.00	\$0.00
		01/01/2016	0	\$0.80	\$0.00	\$0.00	\$0.80
		02/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		03/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		04/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
	(5) Managed Behavioral Health Total		0	\$1,036.10	\$0.00	\$0.00	\$1,036.10
	Indemnity Vision	11/01/2015	0	\$693.03	\$0.00	\$0.00	\$693.03
		12/01/2015	0	\$0.00	\$0.00	\$0.00	\$0.00
		01/01/2016	0	\$9.00	\$0.00	\$0.00	\$9.00
		02/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		03/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		04/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
	Indemnity Vision Total		0	\$702.03	\$0.00	\$0.00	\$702.03
	Open Acc POS	11/01/2015	0	\$46,849.97	\$0.00	\$0.00	\$46,849.97
		12/01/2015	0	\$47,018.76	\$0.00	\$0.00	\$47,018.76
		01/01/2016	0	\$2,196.71	\$0.00	\$0.00	\$2,196.71
		02/01/2016	0	-\$54,975.60	\$0.00	\$0.00	-\$54,975.60
		03/01/2016	0	-\$2,965.52	\$0.00	\$0.00	-\$2,965.52
		04/01/2016	0	\$1,049.33	\$0.00	\$0.00	\$1,049.33
	Open Acc POS Total		0	\$39,173.65	\$0.00	\$0.00	\$39,173.65
	Pharmacy	11/01/2015	0	\$21,977.40	\$0.00	\$0.00	\$21,977.40
		12/01/2015	0	-\$18.90	\$0.00	\$0.00	-\$18.90
		01/01/2016	0	\$890.90	\$0.00	\$0.00	\$890.90
		02/01/2016	0	\$1,020.11	\$0.00	\$0.00	\$1,020.11
		03/01/2016	0	\$449.42	\$0.00	\$0.00	\$449.42
		04/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
	Pharmacy Total		0	\$24,318.93	\$0.00	\$0.00	\$24,318.93
Control - SFX - ACCT Total			0	\$65,230.71	\$0.00	\$0.00	\$65,230.71
866349 - 012 - 202	Indemnity Vision	11/01/2015	0	\$215.00	\$0.00	\$0.00	\$215.00
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		01/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		02/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		03/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		04/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
	Indemnity Vision Total		0	\$215.00	\$0.00	\$0.00	\$215.00
	Open Acc POS	11/01/2015	0	\$3,546.37	\$0.00	\$0.00	\$3,546.37
		12/01/2015	0	\$0.00	\$0.00	\$0.00	\$0.00
		01/01/2016	0	-\$296.68	\$0.00	\$0.00	-\$296.68
		02/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		03/01/2016	0	\$39.71	\$0.00	\$0.00	\$39.71
		04/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
	Open Acc POS Total		0	\$3,289.40	\$0.00	\$0.00	\$3,289.40
	Pharmacy	11/01/2015	0	\$505.58	\$0.00	\$0.00	\$505.58
		12/01/2015	0	\$0.00	\$0.00	\$0.00	\$0.00
		01/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		02/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		03/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		04/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
	Pharmacy Total		0	\$505.58	\$0.00	\$0.00	\$505.58
Control - SFX - ACCT Total			0	\$4,009.98	\$0.00	\$0.00	\$4,009.98
866349 - 012 - 203	Open Acc POS	11/01/2015	0	\$0.00	\$0.00	\$0.00	\$0.00
		12/01/2015	0	-\$11.56	\$0.00	\$0.00	-\$11.56
		01/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		02/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		03/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		04/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
	Open Acc POS Total		0	-\$11.56	\$0.00	\$0.00	-\$11.56
	Pharmacy	11/01/2015	0	\$0.00	\$0.00	\$0.00	\$0.00
		12/01/2015	0	\$0.00	\$0.00	\$0.00	\$0.00
		01/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		02/01/2016	0	\$5.60	\$0.00	\$0.00	\$5.60
		03/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		04/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
	Pharmacy Total		0	\$5.60	\$0.00	\$0.00	\$5.60
Control - SFX - ACCT Total			0	-\$5.96	\$0.00	\$0.00	-\$5.96
866349 - 013 - 301	(5) Managed Behavioral Health	11/01/2015	0	\$1,164.72	\$0.00	\$0.00	\$1,164.72
		12/01/2015	0	\$3,595.75	\$0.00	\$0.00	\$3,595.75
		01/01/2016	0	\$1,021.79	\$0.00	\$0.00	\$1,021.79
		02/01/2016	0	\$1,380.76	\$0.00	\$0.00	\$1,380.76
		03/01/2016	0	\$914.99	\$0.00	\$0.00	\$914.99
		04/01/2016	0	\$4,127.78	\$0.00	\$0.00	\$4,127.78
	(5) Managed Behavioral Health Total		0	\$12,205.79	\$0.00	\$0.00	\$12,205.79
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	Indemnity Vision	11/01/2015	0	\$5,488.03	\$0.00	\$0.00	\$5,488.03
		12/01/2015	0	\$5,138.31	\$0.00	\$0.00	\$5,138.31
		01/01/2016	0	\$2,027.25	\$0.00	\$0.00	\$2,027.25
		02/01/2016	0	\$11,778.68	\$0.00	\$0.00	\$11,778.68
		03/01/2016	0	\$6,380.38	\$0.00	\$0.00	\$6,380.38
		04/01/2016	0	\$3,472.00	\$0.00	\$0.00	\$3,472.00
	Indemnity Vision Total		0	\$34,284.65	\$0.00	\$0.00	\$34,284.65
	Open Acc POS	11/01/2015	286	\$158,853.73	\$0.00	\$0.00	\$158,853.73
		12/01/2015	287	\$255,147.16	\$0.00	\$0.00	\$255,147.16
		01/01/2016	287	\$227,692.58	\$0.00	\$0.00	\$227,692.58
		02/01/2016	288	\$788,811.83	\$5,759.89	\$0.00	\$794,571.72
		03/01/2016	287	\$447,477.61	\$6,563.40	\$0.00	\$454,041.01
		04/01/2016	287	\$286,180.72	\$1,226.55	\$0.00	\$287,407.27
	Open Acc POS Total		1,722	\$2,164,163.63	\$13,549.84	\$0.00	\$2,177,713.47
	Pharmacy	11/01/2015	286	\$72,215.65	\$0.00	\$0.00	\$72,215.65
		12/01/2015	287	\$85,287.25	\$0.00	\$0.00	\$85,287.25
		01/01/2016	287	\$120,037.63	\$0.00	\$0.00	\$120,037.63
		02/01/2016	288	\$84,731.62	\$214.86	\$0.00	\$84,946.48
		03/01/2016	287	\$126,681.54	\$711.57	\$0.00	\$127,393.11
		04/01/2016	287	\$128,005.60	\$576.39	\$0.00	\$128,581.99
	Pharmacy Total		1,722	\$616,959.29	\$1,502.82	\$0.00	\$618,462.11
Control - SFX - ACCT Total			3,444	\$2,827,613.36	\$15,052.66	\$0.00	\$2,842,666.02
866349 - 013 - 302	(5) Managed Behavioral Health	11/01/2015	0	\$0.00	\$0.00	\$0.00	\$0.00
		12/01/2015	0	\$0.00	\$0.00	\$0.00	\$0.00
		01/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		02/01/2016	0	\$54.17	\$0.00	\$0.00	\$54.17
		03/01/2016	0	\$227.42	\$0.00	\$0.00	\$227.42
		04/01/2016	0	\$161.66	\$0.00	\$0.00	\$161.66
	(5) Managed Behavioral Health Total		0	\$443.25	\$0.00	\$0.00	\$443.25
	Indemnity Vision	11/01/2015	0	\$1,188.00	\$0.00	\$0.00	\$1,188.00
		12/01/2015	0	\$0.00	\$0.00	\$0.00	\$0.00
		01/01/2016	0	\$300.00	\$0.00	\$0.00	\$300.00
		02/01/2016	0	\$600.00	\$0.00	\$0.00	\$600.00
		03/01/2016	0	\$1,036.00	\$0.00	\$0.00	\$1,036.00
		04/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
	Indemnity Vision Total		0	\$3,124.00	\$0.00	\$0.00	\$3,124.00
	Open Acc POS	11/01/2015	36	\$19,071.18	\$0.00	\$0.00	\$19,071.18
		12/01/2015	35	\$52,365.91	\$0.00	\$0.00	\$52,365.91
		01/01/2016	35	\$5,140.67	\$0.00	\$0.00	\$5,140.67
		02/01/2016	35	\$5,412.46	\$0.00	\$0.00	\$5,412.46
		03/01/2016	35	\$12,344.78	\$0.00	\$0.00	\$12,344.78
		04/01/2016	35	\$11,964.67	\$0.00	\$0.00	\$11,964.67
7/21/2016 7:45 AM	Open Acc POS Total		211	\$106,299.67	\$0.00	\$0.00	\$106,299.67

			Williamson County, Texas				
	Pharmacy	11/01/2015	36	\$18,828.11	\$0.00	\$0.00	\$18,828.11
		12/01/2015	35	\$13,003.30	\$0.00	\$0.00	\$13,003.30
		01/01/2016	35	\$28,397.35	\$0.00	\$0.00	\$28,397.35
		02/01/2016	35	\$19,777.22	\$0.00	\$0.00	\$19,777.22
		03/01/2016	35	\$19,277.74	\$0.00	\$0.00	\$19,277.74
		04/01/2016	35	\$21,313.16	\$0.00	\$0.00	\$21,313.16
	Pharmacy Total		211	\$120,596.88	\$0.00	\$0.00	\$120,596.88
Control - SFX - ACCT Total			422	\$230,463.80	\$0.00	\$0.00	\$230,463.80
866349 - 013 - 303	Open Acc POS	11/01/2015	1	\$156.45	\$0.00	\$0.00	\$156.45
		12/01/2015	1	\$114.15	\$0.00	\$0.00	\$114.15
		01/01/2016	0	\$2,041.89	\$0.00	\$0.00	\$2,041.89
		02/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		03/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		04/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
	Open Acc POS Total		2	\$2,312.49	\$0.00	\$0.00	\$2,312.49
	Pharmacy	11/01/2015	1	\$221.58	\$0.00	\$0.00	\$221.58
		12/01/2015	1	\$896.61	\$0.00	\$0.00	\$896.61
		01/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		02/01/2016	0	\$60.00	\$0.00	\$0.00	\$60.00
		03/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		04/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
	Pharmacy Total		2	\$1,178.19	\$0.00	\$0.00	\$1,178.19
Control - SFX - ACCT Total			4	\$3,490.68	\$0.00	\$0.00	\$3,490.68
866349 - 020 - 401	PPO Dental	11/01/2015	896	\$68,088.96	\$0.00	\$0.00	\$68,088.96
		12/01/2015	897	\$71,191.68	\$0.00	\$0.00	\$71,191.68
		01/01/2016	901	\$69,409.33	\$0.00	\$0.00	\$69,409.33
		02/01/2016	902	\$65,772.02	\$0.00	\$0.00	\$65,772.02
		03/01/2016	901	\$55,268.75	\$0.00	\$0.00	\$55,268.75
		04/01/2016	901	\$6,626.10	\$0.00	\$0.00	\$6,626.10
	PPO Dental Total		5,398	\$336,356.84	\$0.00	\$0.00	\$336,356.84
Control - SFX - ACCT Total			5,398	\$336,356.84	\$0.00	\$0.00	\$336,356.84
866349 - 020 - 402	PPO Dental	11/01/2015	67	\$5,661.57	\$0.00	\$0.00	\$5,661.57
		12/01/2015	65	\$4,826.30	\$0.00	\$0.00	\$4,826.30
		01/01/2016	65	\$2,226.74	\$0.00	\$0.00	\$2,226.74
		02/01/2016	64	\$2,588.92	\$0.00	\$0.00	\$2,588.92
		03/01/2016	63	\$2,976.81	\$0.00	\$0.00	\$2,976.81
		04/01/2016	63	\$793.80	\$0.00	\$0.00	\$793.80
	PPO Dental Total		387	\$19,074.14	\$0.00	\$0.00	\$19,074.14
Control - SFX - ACCT Total			387	\$19,074.14	\$0.00	\$0.00	\$19,074.14
866349 - 021 - 501	PPO Dental	11/01/2015	314	\$11,395.10	\$0.00	\$0.00	\$11,395.10
		12/01/2015	313	\$9,997.60	\$0.00	\$0.00	\$9,997.60
7/21/2016 7:45 AM		01/01/2016	312	\$8,449.80	\$0.00	\$0.00	\$8,449.80

		02/01/2016	312	\$12,013.10	\$0.00	\$0.00	\$12,013.10
		03/01/2016	307	\$5,587.60	\$0.00	\$0.00	\$5,587.60
		04/01/2016	307	\$76.00	\$0.00	\$0.00	\$76.00
	PPO Dental Total		1,865	\$47,519.20	\$0.00	\$0.00	\$47,519.20
Control - SFX - ACCT Total			1,865	\$47,519.20	\$0.00	\$0.00	\$47,519.20
866349 - 021 - 502	PPO Dental	11/01/2015	6	\$74.40	\$0.00	\$0.00	\$74.40
		12/01/2015	6	\$67.00	\$0.00	\$0.00	\$67.00
		01/01/2016	6	\$861.00	\$0.00	\$0.00	\$861.00
		02/01/2016	7	\$120.00	\$0.00	\$0.00	\$120.00
		03/01/2016	7	\$158.00	\$0.00	\$0.00	\$158.00
		04/01/2016	7	\$0.00	\$0.00	\$0.00	\$0.00
	PPO Dental Total		39	\$1,280.40	\$0.00	\$0.00	\$1,280.40
Control - SFX - ACCT Total			39	\$1,280.40	\$0.00	\$0.00	\$1,280.40
866349 - 022 - 601	Open Acc EPO	11/01/2015	0	\$6,200.80	\$0.00	\$0.00	\$6,200.80
		12/01/2015	0	\$14.11	\$0.00	\$0.00	\$14.11
		01/01/2016	0	\$39.19	\$0.00	\$0.00	\$39.19
		02/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		03/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		04/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
	Open Acc EPO Total		0	\$6,254.10	\$0.00	\$0.00	\$6,254.10
	Pharmacy	11/01/2015	0	\$287.02	\$0.00	\$0.00	\$287.02
		12/01/2015	0	\$0.00	\$0.00	\$0.00	\$0.00
		01/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		02/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		03/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		04/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
	Pharmacy Total		0	\$287.02	\$0.00	\$0.00	\$287.02
Control - SFX - ACCT Total			0	\$6,541.12	\$0.00	\$0.00	\$6,541.12
866349 - 022 - 602	(5) Managed Behavioral Health	11/01/2015	0	\$86.40	\$0.00	\$0.00	\$86.40
		12/01/2015	0	\$0.00	\$0.00	\$0.00	\$0.00
		01/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		02/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		03/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		04/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
	(5) Managed Behavioral Health Total		0	\$86.40	\$0.00	\$0.00	\$86.40
	Open Acc POS	11/01/2015	0	\$565.84	\$0.00	\$0.00	\$565.84
		12/01/2015	0	\$0.00	\$0.00	\$0.00	\$0.00
		01/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		02/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		03/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		04/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
	Open Acc POS Total		0	\$565.84	\$0.00	\$0.00	\$565.84
7/21/2016 7:45 AM							

	Pharmacy	11/01/2015	0	\$88.27	\$0.00	\$0.00	\$88.27
		12/01/2015	0	\$0.00	\$0.00	\$0.00	\$0.00
		01/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		02/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		03/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		04/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
	Pharmacy Total		0	\$88.27	\$0.00	\$0.00	\$88.27
Control - SFX - ACCT Total			0	\$740.51	\$0.00	\$0.00	\$740.51
866349 - 022 - 603	Indemnity Vision	11/01/2015	0	\$708.51	\$0.00	\$0.00	\$708.51
		12/01/2015	0	\$0.00	\$0.00	\$0.00	\$0.00
		01/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		02/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		03/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		04/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
	Indemnity Vision Total		0	\$708.51	\$0.00	\$0.00	\$708.51
	Open Acc POS	11/01/2015	0	\$1,089.00	\$0.00	\$0.00	\$1,089.00
		12/01/2015	0	\$7.44	\$0.00	\$0.00	\$7.44
		01/01/2016	0	\$157.86	\$0.00	\$0.00	\$157.86
		02/01/2016	0	-\$62.00	\$0.00	\$0.00	-\$62.00
		03/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		04/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
	Open Acc POS Total		0	\$1,192.30	\$0.00	\$0.00	\$1,192.30
	Pharmacy	11/01/2015	0	\$660.99	\$0.00	\$0.00	\$660.99
		12/01/2015	0	\$0.00	\$0.00	\$0.00	\$0.00
		01/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		02/01/2016	0	\$26.82	\$0.00	\$0.00	\$26.82
		03/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
		04/01/2016	0	\$0.00	\$0.00	\$0.00	\$0.00
	Pharmacy Total		0	\$687.81	\$0.00	\$0.00	\$687.81
Control - SFX - ACCT Total			0	\$2,588.62	\$0.00	\$0.00	\$2,588.62
Grand Total				\$7,932,048.61	\$20,537.46	\$0.00	\$7,952,586.07

(1) Due to timing, current month lives are NOT available and therefore the prior month's lives are used for both months. Estimated Employee counts are unedited and exclude retroactive changes. Audited counts will be used for accounting results.

(2) If applicable, claims displayed include charges for the National Advantage Program, Value-Based Pricing and/or specific buy-up program fees/ad hoc service charges that are billed through the claim wire. The monthly Claim Detail Report is available to identify specific claim wire billed fees/charges.

(3), (4) Stop Loss claim values (including 0.00) display only if applicable. Absence of values in a Stop Loss column indicates that arrangement is not in effect. Stop Loss claims may be greater than displayed if subject to a year end reconciliation.

(5) Managed Behavioral Health lives are assumed to equal the medical on the same account. This may or may not be representative of your plan.

Question and Answers for Bid #1605-083 - Specific & Aggregate Stop Loss Insurance

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Special Session**55.****Meeting Date:** 07/28/2016

Payroll Services for Existing Temporary Labor for the Election Administration

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 RFP#1606-093, Payroll Services for Existing Temporary Labor for the Election Administration.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsRFP package

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 07/21/2016

Reviewed By

Wendy Coco

Date

07/21/2016 10:28 AM

Started On: 07/21/2016 08:59 AM

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

**WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION**

Payroll Services for existing Temporary Labor for the Elections
Administration

**PROPOSALS MUST BE RECEIVED ON OR
BEFORE:**

Aug 16, 2016 3:00:00 PM CDT

**PROPOSALS WILL BE PUBLICLY
OPENED:**

Aug 16, 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.

Williamson County prefers and requests electronic submittal of this proposal.

All electronic proposals must be submitted via: www.bidsync.com

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Proposal Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this RFP.

Respondents are strongly encouraged to carefully read this entire RFP.

Electronic proposals are requested, however paper proposals will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered “unresponsive” and will not be accepted or evaluated.

- ✓ If mailed or delivered in person, Proposals and Proposal addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the ‘Public Announcement and General Information’ listed

above for this RFP, to:

Williamson County Purchasing Department
Attn: **PROPOSAL NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Proposal.
- ✓ **Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.**
- ✓ Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
- ✓ Facsimile transmittals will NOT be accepted.
- ✓ Proposals will be publicly opened in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.
- ✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.
- ✓ It is the Respondent's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.
- ✓ Any addenda and/or other information relevant to the RFP will be posted on www.bidsync.com.
- ✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.
- ✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

Bid 1606-093**Payroll Services for existing Temporary Labor for the Elections Administration**

Bid Number	1606-093
Bid Title	Payroll Services for existing Temporary Labor for the Elections Administration
Bid Start Date	In Held
Bid End Date	Aug 16, 2016 3:00:00 PM CDT
Question & Answer End Date	Aug 10, 2016 5:00:00 PM CDT
Bid Contact	Kerstin N Hancock 512-943-1546 khancock@wilco.org
Contract Duration	3 years
Contract Renewal	4 annual renewals
Prices Good for	30 days
Pre-Bid Conference	Aug 3, 2016 2:00:00 PM CDT Attendance is optional Location: Williamson County Purchasing Department 901 S. Austin Ave. Georgetown, TX 78626
Bid Comments	Williamson County is seeking proposals for Payroll services for existing Temporary Labor for the Williamson County Election Administration for early voting and Election Day positions. All required documents must be submitted with proposal: ·Proposal Cost sheet Appendix A ·Conflict of Interest Statement ·RFP Affidavit ·Bid References ·Sample of all required new employee paperwork

Item Response Form

Item	1606-093--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 <u>No Location Specified</u>
	Qty 1

Description

Please attach all required proposal documents to this line item:

Proposal cost sheet Appendix A

Conflict of Interest Statement

RFP Affidavit

Bid References

Sample of all required new employee paperwork

1. PROPOSAL SPECIFICATIONS

1.1 Background Information

Williamson County is seeking proposals for Payroll Services for existing Temporary Labor for the Elections Administration for early voting and Election Day positions. The Williamson County Elections Administrator will provide a list of requirements and a list of qualified, experienced workers and assignment locations for these positions to the successful respondent. This is an annual estimated contract. Respondent must provide payroll processing for the positions and assignments listed in Appendix B.

1.2. Requirements

1.2.1 Respondents must include the following documentation with their proposal:

1.2.1.1 Actual and markup cost percentage for each position cost per hour (please enter on cost proposal sheet Appendix A)

1.2.1.2 Sample of all new employee paperwork to be completed on each temporary worker

**1.2.2 Minimum Requirements (Pass/Fail Requirements). Please elaborate on each item on how it will be facilitated/processed by your company:
Respondent must:**

1.2.2.1 Allow and accept employee documentation within 24 hours of hire.

1.2.2.2 Maintain paperwork for all employees whether assigned or not as they may be utilized at any time (time sheets, new hire, paperwork etc.)

1.2.2.3 Physically be present at designated County locations to assist new hires with questions and the hiring process during training hours and central counting operations on Election night.

1.2.2.4 Provide ability to submit and receive new hire paperwork both electronically and in paper form.

1.2.2.5 Provide the ability to have customized payroll items, such as

- itemized paychecks
- list line items on pay stub as provided on a customized timesheet
- ability to process payroll based on multiple project id's (i.e. multiple elections worked) during same pay period

1.2.2.6 Provide options for both direct deposit and check submittal of payment

1.2.2.7 Provide reports regarding payroll information

1.2.2.8 Provide the ability to verify check has or has not been cashed

1.2.2.9 Provide the ability for Elections Administrator or designated representative to view/verify payment processing status

1.2.2.10 Provide Payroll services including processing of Federal Payroll Taxes, Unemployment Insurance, Workers' Compensation Insurance, (criminal background checks as

requested) and quarter/annual tax reporting, and W2 reporting under Respondent's tax id

- 1.2.2.11 Include post payroll reports that include the actual markup cost for each position, to include FICA

1.2.3 Preferred Requirements

- 1.2.3.1 Verify mailing addresses on time sheets of employees prior to mailing paychecks.
- 1.2.3.2 Respondent to receive list of approved workers/pay rates from the Elections Administrator or a designated representative.
- 1.2.3.3 Employees must submit timesheets to the Elections Administrator or designated representative. Timesheets will be reviewed and processed by the Respondent and submitted for approval to the Elections Administrator or designated representative. Any corrections will be issued after approval by the Elections Administrator or designated representative.
- 1.2.7.1 Provide ability for web-based, remote accessible portal for Elections to submit time sheets and payroll information to successful vendor. Within the system the Elections Administrator or designated representative should:
- Have the ability to run reports regarding payroll information
 - Have the ability to verify check has or has not been cashed
 - Have the ability to view/verify payment processing status
- 1.2.7.2 Provide representatives who are bilingual (English and Spanish)
- 1.2.7.3 Provide comprehensive payroll services to include accumulations, tabulations and payment for services of completed weekly pay period. Accounting for all applicable state and federal taxes, to include annual required tax documents
- 1.2.7.4 Provide existing Government references with contracts of similar size and scope.
- 1.2.7.5 Provide all terminated clients within the past 12 months.

1.3 Questionnaire

- 1.3.1 What is your pay week/pay period?
- 1.3.2 Once successful Respondent receives payroll documentation approved by Elections, how long is the processing period before workers are paid?
- 1.3.2 Do you have an office within Williamson County? If not, where is your closest location?
- 1.3.3 Elaborate on what kind of customized payroll report including gross salary and markup cost per project id (Election event) you can provide?
- 1.3.4 How many years have you been in business?
- 1.3.6 Does your company have experience with Government or Elections workers? If so, provide any references, contracts of similar size and scope.

2.0 Additional Provisions

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 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. 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.

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 and any further scoring that may be conducted based upon Respondent's presentation during the interview process:

Respondents' Proposals must meet all mandatory requirements in order to be scored according to the criteria following the mandatory requirements. 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."

2.3.3 Minimum Requirements

Minimum Requirements as set forth in section 1.2.2 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	yes	no	Elaborate on why your company does or does not meet the requirement
1.2.1.1 Allow and accept employee documentation within 24 hours			
1.2.1.2 Maintain paperwork for all employees (time sheets, new hire, paperwork etc.)			
1.2.1.3 Physical presence at designated County locations			
1.2.1.4 Ability to submit and receive new hire paperwork both electronically and in paper form			
1.2.1.5 Ability to have customized payroll items as referenced in section 1.2.1.5			
1.2.1.6 Options for both direct deposit and check submittal of payment			
1.2.1.7 Reports regarding payroll information			
1.2.1.8 Ability to verify check has or has not been cashed			
1.2.1.9 Provide the ability for Elections Administrator or designated representative to view/verify payment processing status			
1.2.1.10 Provide Payroll services including processing Federal Payroll Taxes, Unemployment Insurance, Worker's Comp Insurance (criminal background checks as requested)			
1.2.1.11 Include post payroll reports that include the actual markup cost for each position, to include FICA			

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 Whole Number from the list provided for each question. (Decimal scoring or unlisted rating scores are not permitted)
Overall experience of Team	5	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements
Technical Expertise w/ Elections Process	5	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements
Local Presence/ ability to be present during training	5	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements
Adaptability to support Williamson County's needs	5	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements
Demonstrated Success in past projects with like scope and complexity	5	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements
Price (RFP Cost Score): Lowest Respondent's proposal/ Respondent's Proposal x 10 (points) if cost is weighted as 40%	10	
Total	35	(Highest scorers = Proceed to Interviews)

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 – $40 \times 40\% = 10$ 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 interviews, 24 hours prior to interview times.

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

Christopher Davis, Elections Administrator (or successor), Williamson County, 301 SE Inner Loop, Ste 104, Georgetown, TX shall serve as Williamson County's Technical Contact 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, together with the Purchasing Department. The Technical Contact together with the Purchasing Department will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

2.5 Initial Contract Term

The Successful Respondent shall provide the goods and/or services described herein for an initial term of thirty-six (36) months beginning on January 1, 2017 through December 31, 2019

2.6 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 seventy-two (72) 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.

2.7 Insurance Requirements

By signing its Proposal, the Successful Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Successful Respondent's cost, insurance in accordance with this provision.

Successful Respondent will be required to submit Certificates of Insurance **prior to contract award**.

All certificates of insurance coverage as specified below must be provided to the following location:

Williamson County Purchasing Department
901 S Austin Ave
Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Respondent and County.

The following coverage limits shall be required at a minimum:

A. Worker's Compensation Statutory – Texas Law

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	\$1,000,000	\$1,000,000

Aggregate policy limits: \$1,000,000

Successful Respondent's property will not be covered by any insurance that may be carried by Williamson County. Successful Respondent assumes the risk of loss on its contents and property that are situated on/in/around Williamson County property. The Successful Respondent is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Respondent.

The deductible for an insurance policy required hereunder shall not exceed \$100,000. **Williamson County shall be named as an additional insured under any policy of insurance required hereunder.**

Successful Respondent shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Respondent shall not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent or its subcontractor(s) hereunder.

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Successful Respondent shall furnish County with a certificate of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County, and agreed to and hereby acknowledged by the Successful Respondent, that no provision of this Contract or any ensuing Agreement shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the

provisions of this Contract or any ensuing Agreement.

2.8 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.

2.9 Tentative Schedule

Event	Date
RFP released in BidSync	07/26/16
Deadline for RFP questions	08/10/16 5:00PM
RFP final responses due	08/16/16 3:00PM
Committee Evaluation of submittals	08/17/-09/05/16
Best and Final Offer & Sample Contract	09/05/-09/12/16
Contract awarded	09/27/16
Contract effective date	01/01/17

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

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 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 required hereunder.

3.2.31 Contractual Development

The Williamson County Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent's best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Respondent must agree to inclusion in an ensuing Agreement of the Proposal Specifications, Terms and Conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer.

3.2.32 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Respondent and County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified amended or altered except by writing signed by the Successful Respondent and County.

3.2.33 Survivability

All applicable agreements that were entered into between Respondent and Williamson County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

3.2.34 Payment

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Successful Respondent, County shall notify Successful Respondent of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Successful Respondent, Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by

Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date. As a minimum, invoices shall include:

- 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, (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.

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:

<div></div>	<div>5</div>
<div></div>	<div>6</div>

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

<div></div>	<div>5</div>
<div></div>	<div>6</div>

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

<div></div>	<div>5</div>
<div></div>	<div>6</div>

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.

COST PROPOSAL APPENDIX A**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).

Markup cost percentage per hour for each position provided

Name and Address of Respondent:

Telephone, email address _____

Signature: _____

Printed Name: _____

Title: _____

JOB DESCRIPTIONS APPENDIX B

Position Name	Position Description	hourly pay
Supervisor, Early Voting (EV)	Early Voting Supervisors are responsible for overall supervision and set up of the Early Voting polling location. This position involves the ability to lift and move voting equipment weighing approx. 50 lbs., sitting at a table or other workstation, working at a computer, and standing. Must be over 18, registered voters of the County and have the ability to read and write in English in order to fill out the required paperwork and assist voters. Work is generally performed for a 2-week period and may include days as long as 15 hours.	\$12
Alternate Supervisor, EV	Early Voting Alternate Supervisors assist the Supervisors as assigned and must be ready to assume the duties of the Supervisor if the need arises. This position involves the ability to lift and move voting equipment weighing approx. 50 lbs., sitting at a sitting at a table or other workstation, working at a computer, and standing. Must be over 18, registered voters of the County and have the ability to read and write in English in order to fill out the required paperwork and assist voters. Work is generally performed for a 2-week period and may include days as long as 15 hours.	\$10
Clerks, EV	Clerks perform duties in the polling location as assigned by the Supervisor including checking in voters and activating ballots on voting equipment. This position involves sitting at a table or other workstation, working at a computer, and standing. Must be over 18, registered voters of the County and have the ability to read and write in English in order to fill out the required paperwork and assist voters. Work is generally performed for a 2-week period and may include days as long as 15 hours.	\$10
Student Clerks, EV	Student Clerks perform duties in the polling location as assigned by the Supervisor including checking in voters and activating ballots on voting equipment. This position involves sitting at a table or other workstation, working at a computer, and standing. Must be between 16 but not yet 18 and have the ability to read and write in English in order to fill out the required paperwork and assist voters. Work is generally performed for a 2-week period and may include days as long as 14 hours.	\$10
Supervisor, Mobile - EV	Early Voting Mobile Supervisors are responsible for overall supervision of the Early Voting polling location. The mobile position requires the set up and breakdown of a polling place located in multiple locations throughout the Early Voting period. This position involves the ability to lift and move voting equipment weighing approx. 50 lbs., sitting at a table or other workstation, working at a computer, and standing. Must be over 18, registered voters of the County and have the ability to read and write in English in order to fill out the required paperwork and assist voters. Work is generally performed for a 2-week period and may include days as long as 11 hours.	\$14

Position Name	Position Description	hourly pay
Alternate Supervisor, Mobile - EV	Early Voting Alternate Supervisors assist the Supervisors as assigned and must be ready to assume the duties of the Supervisor if the need arises. The mobile position requires the set up and breakdown of a polling place located in multiple locations throughout the Early Voting period. This position involves the ability to lift and move voting equipment weighing approx. 50 lbs., sitting at a table or other workstation, working at a computer, and standing. Must be over 18, registered voters of the County and have the ability to read and write in English in order to fill out the required paperwork and assist voters. Work is generally performed for a 2-week period and may include days as long as 11 hours.	\$12
Clerks, Mobile - EV	Clerks perform duties in the polling location as assigned by the Supervisor including checking in voters and activating ballots on voting equipment. Clerks working on the mobile team work in multiple locations throughout the Early Voting period. This position involves sitting at a table or other workstation, working at a computer, and standing. Must be over 18, registered voters of the County and have the ability to read and write in English in order to fill out the required paperwork and assist voters. Work is generally performed for a 2-week period and may include days as long as 11 hours.	\$12
Judge, Election Day (ED)	Judges are responsible for overall supervision and set up of the polling location. This position involves the ability to lift and move voting equipment weighing approx. 50 lbs., sitting at a table or other workstation, working at a computer, and standing. Must be over 18, registered voters of the County and have the ability to read and write in English in order to fill out the required paperwork and assist voters.	\$12
Alternate Judge, ED	The Alternate Judge assists the Judge as assigned and must be ready to assume the duties of the Judge if the need arises. This position involves the ability to lift and move voting equipment weighing approx. 50 lbs., sitting at a table or other workstation, working at a computer, and standing. Must be over 18, registered voters of the County and have the ability to read and write in English in order to fill out the required paperwork and assist voters.	\$10
Clerks, ED	Clerks perform duties in the polling location as assigned by the Judge including checking in voters and activating ballots on voting equipment. This position involves sitting at a table or other workstation, working at a computer, and standing. Must be over 18, registered voters of the County and have the ability to read and write in English in order to fill out the required paperwork and assist voters.	\$10
Student Clerks, ED	Student Clerks perform duties in the polling location as assigned by the Judge including checking in voters and activating ballots on voting equipment. This position involves sitting at a table or other workstation, working at a computer, and standing. Must be between 16 but not yet 18 and have the ability to read and write in English in order to fill out the required paperwork and assist voters.	\$10

Position Name	Position Description	hourly pay
Field Techs, EV and ED	Field Technicians are dispatched to assigned polling locations to bring supplies and troubleshoot issues with voting equipment. This position involves the ability to operate a motor vehicle, lift and move voting equipment weighing approx. 50 lbs., sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of the job.	\$14
Central Count, Judge	The Central Count Judge maintains order at Central Counting Station, confers with and advises the Central Count Manager or Elections Administrator on activities at the Central Counting Station. This position involves sitting at a desk or other workstation, walking, and standing	\$12
Central Count, Alternate Judge	The Central Count Alternate Judge assists the Central Count Judge with duties as assigned and must be ready to assume the duties of the Judge if the need arises. This position involves sitting at a desk or other workstation, walking, and standing.	\$10
Central Count (inside)	Inside Central Count workers perform clerical duties as assigned by the Central Count Manager. This position involves sitting at a desk, table, or other workstation, standing, bending, filing and sorting. May require lifting of boxes up to 50lbs.	\$10
Central Count (outside)	Outside Central Count workers receive and retrieve voting supplies from vehicles of Judges. This position involves the ability to lift and move voting equipment weighing approx. 50 lbs., sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of this job and working outside.	\$10
Central Count (Team Leader, outside)	Supervises outside Central Count workers in the unloading of vehicles and clears Judge once all items have been received. This position requires attention to detail, the ability to stand for an extended period of time, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of this job and working outside.	\$12
Public Test	Public Test workers input a designated number of votes into electronic voting equipment to test the accuracy of the machines. This position involves sitting for a period of time in front of electronic voting equipment and standing.	\$10
Judge, Early Voting Ballot Board (EVBB)	The Early Voting Ballot Board Judge maintains order at all Ballot Boards, observes the tabulation of Early Voting ballots and oversees the duplication and resolution process. This position involves sitting at a desk, table, or other workstation, working at a computer, sorting and counting ballots, and operating mail opener equipment.	\$12
Alternate Judge, EVBB	The Early Voting Ballot Board Alternate Judge assists the Early Voting Ballot Board Judge with duties as assigned and must be ready to assume the duties of the Judge if the need arises. This position involves sitting at a desk, table, or other workstation, working at a computer, sorting and counting ballots, and operating mail opener equipment.	\$10

Position Name	Position Description	hourly pay
Clerks, EVBB	Early Voting Ballot Board clerks meet to verify seals on some Early Voting supplies and to verify signatures on mail ballots. This position involves sitting at a desk, table, or other workstation, working at a computer, sorting and counting ballots, and operating mail opener equipment.	\$10
Security	Manages traffic at the entrance and exit to the street and parking lot where Judges are driving to follow the route for picking up or returning election supplies. Provides security at the pick-up or drop-off points and in the Building and traffic control. This position includes walking, standing, sitting, and working outside. Must have the ability to manage physical restraint situations and be able to hear audible sounds such as normal conversations, alarms and radio transmissions.	\$40 with a 4 hour minimum
Warehouse	Warehouse workers perform duties as assigned by the Warehouse Manager to prepare voting equipment and supplies to dispatch to our polling locations and to receive items back into the warehouse. This position involves the ability to lift and move voting equipment weighing approx. 50 lbs., operate a motor vehicle, possibly operate a county-owned van or lift truck, use copy machine, attention to detail, prolonged sitting, counting, driving, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of the job.	\$10-\$12.50
Data Entry/Scanning	Data Entry/Scanning workers use computers to input voter registration applications and other voter related materials into our database and scan images using a batch or desktop scanner. This position involves prolonged sitting at a desk or other workstation, typing, scanning and standing.	\$12
Phone Bank	Phone Bank workers operate multi-line telephones to answer questions and provide information to people calling into the office. They may use computers to look up information in our database or on the internet (website) and input call information into support software. This position involves prolonged sitting at a desk or other workstation, computer use, typing, and standing	\$12

Question and Answers for Bid #1606-093 - Payroll Services for existing Temporary Labor for the Elections Administration

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Special Session**56.****Meeting Date:** 07/28/2016

Approve Merchant Agreement

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 an Agreement between Automated Merchant Systems, Inc. and Williamson County, for Merchant Processing Services and authorizing the County Judge to sign any related documents.

Background

The Eagle Recording Product from Tyler Technologies has the ability to receive payments through the product's embedded cashiering processes and through a public facing web site called Eagle Web. These payment points are enabled with electronic payment processing when the ecommerce module is licensed. Williamson County has contracted with Tyler Technologies for the Eagle Product which includes the payments processing module.

This module provides payments processing through Automated Merchant Systems (AMS) and gateway integration to the Eagle Recording database through BridgePay. The service/convenience/credit card payment processing fees are collected by the AMS Payment Processor and the County only receives from the customer what is owed to the County Clerk's Office minus any payment processing fees.

There are no fees to the County for implementing AMS Payment Processor as part of Eagle Recording's online and over-the-counter payment processing module.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Contract - AMS Merrick Bank](#)[Addendum 1 - AMS Merrick Location](#)[Addendum 2 - AMS Merrick Location](#)[Recommendation Letter](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 07/21/2016

Reviewed By

Wendy Coco

Date

07/21/2016 11:52 AM

Started On: 07/21/2016 11:14 AM



**MERCHANT PROCESSING AGREEMENT
APPLICATION AND FEE SCHEDULE**

A Registered Service Provider of Merrick Bank Corporation ("Merrick")

PRINT CLEARLY

ASSOCIATE:	ACCOUNT REP: Nancy Murphy 1030	DATE:
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Corporate/ Legal Name: Williamson County			Corporate/ Legal Name: Williamson County		
Address (Physical Location): 405 MLK Street			Mailing Address: 405 MLK Street		
City: Georgetown	State: TX	Zip: 78626	City: Georgetown	State: TX	Zip: 78626
Email Address: nrister@wilco.org			Website Address: www.wilco.org		
Contact Name: Nancy Rister		Title: County Clerk	Contact Name: (Corporate Office, if Applicable) Nancy Rister		Title: County Clerk
Business Phone #: (512) 943-1515		Fax #: (512) 943-1616	Business Phone #: (512) 943-1515		Fax #: (512) 943-1616

CHAIN MERCHANT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Federal Tax ID Number: 74-6000978
TYPE OF BUSINESS: County Government	BUSINESS LICENSE #:
	NUMBER OF YEARS IN BUSINESS 20+Years

CURRENT PROCESSOR:	POS DEBIT: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	NETWORK:
---------------------------	---	-----------------

(Z) Star MAC (W) Star East (Q) Star West (L) Pulse (Y) NYCE (G) Interlink (R) Maestro (K) EBT

TRADE REFERENCES:		
Company:	Contact:	
Phone:	Fax:	Account Type:
Company:	Contact:	
Phone:	Fax:	Account Type:

Authorized Signer (First): MI: Last: Nancy Rister	Title: County Clerk	Phone Number: (512) 943-1212	Email Address: nrister@wilco.org
Alternate (First): MI: Last:	Title:	Phone Number:	Email Address:
Alternate (First): MI: Last:	Title:	Phone Number:	Email Address:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: when you open an account, we may ask you for information that will allow us to identify you, including a copy of your driver's license or other identifying documents.

☐ By checking this box, Merchant opts out of receiving future commercial marketing communications from American Express.

THE MERCHANT PROCESSING AGREEMENT IS NOT EFFECTIVE UNTIL SIGNED BELOW:			
Merrick Bank Corporation		Automated Merchant Systems, Inc.	
By:	7-20-16	By:	7-20-16
135 Crossways Park Drive North, Suite A Woodbury, NY 11797	Date	600 North Lake Blvd., Suite 250 Altamonte Springs, FL 32701 407-231-5465	Date

The Fee Schedule

You understand and acknowledge that you have elected to participate in the Government and Education Program provided by the Payment Brands (the "Program"). The Program allows registered and approved merchants (approved Merchant IDs or MIDs) to assess a variable service fee (a "Service Fee") on certain debit and credit card transactions. Registration and participation in the Program is subject to approval by the applicable Payment Brands and you acknowledge that you may not be eligible to participate in the Program. If registration and Payment Brand approval is obtained, you agree to comply with all Program requirements. ISO may terminate, amend, modify or otherwise alter this Agreement, the Program, or the structure, nature or amount of the Service Fee at any time with written notice to you. You authorize and direct Member Bank to settle the proceeds received for Service Fees into the ISO's bank account. In the event that you receive any portion of the Service Fees, you agree to promptly pay such amounts to ISO. **Service Fees collected by ISO will be retained by ISO and you will not be responsible for the payment of any Fees or Third Party Costs.** Nothing in this Section shall be deemed to alleviate or reduce any of your other obligations under the Agreement, including, but not limited to, your responsibilities with regard to Penalties and Dispute Items and your obligation to pay early termination fees, if applicable, pursuant to Section 10 of the Payment Processing Agreement.

Chargebacks, ACH Returns and Optional Reporting Item Costs

Chargebacks	ACH Rejects	Optional Reporting Fee
\$ 15.00	\$ 30.00	\$ 8.00 Per User ID

Early Termination Fee See Section 10.

Merchant: _____	
_____ Signature of Authorized Signer	_____ Date
_____ Print Name	_____ Title

MERCHANT SIGNATURE AUTHORIZATION

Name of Entity: Williamson County

The undersigned certifies and agrees to as follows:

1. The undersigned and any of the persons identified below are duly authorized to sign this Merchant Processing Agreement and bind the entity indicated above to it. If any official indicated below resigns or is replaced, that official's successor(s) in office shall be deemed to have signed this certification and the Merchant Processing Agreement.
2. The persons listed below are duly authorized to act for and on behalf of the entity indicated above in any manner relating to this Merchant Processing Agreement.
3. Both AMS and Merrick may rely on the authority granted in this certification and the undersigned official represent and warrants that this certification shall remain in full force and effect until revoked upon written notice to AMS.
4. The following are the names, titles and genuine signatures of the persons authorized by this certification:

TITLE	PRINT NAME	SIGNATURE
County Clerk	Nancy Rister	

I have subscribed my name as the official indicated above as of _____, _____ (date)

Signature: _____ **Print Name:** _____

Title: _____

MERCHANT INQUIRY:

Has Merchant or Owners/Principals ever been terminated from accepting payment cards from any payment network for this business or any other businesses?

☐ NO ☐ YES (if yes, please explain) _____

How Many Chargebacks Last Year? _____ Total Amount: \$ _____

Please Mark all Card Types Accepted and Initial Here: _____ (initials)

☒ **Debit Cards:** V/MC (consumer signature cards/ all foreign issued cards/ PIN debit cards)

*For Details on how these transactions qualify at each level, please refer to your Operating Procedures Guide.

☒ **Other Cards:** V/MC/DISC/AMEX (business credit/debit, consumer credit, & all foreign issued cards)

This is a Payment Processing Agreement entered into as of the date accepted by ISO (defined below) and is by and among Merrick Bank, a Utah state chartered bank ("Member Bank"), Automated Merchant Systems, Inc. ("AMS") and the governmental entity ("Merchant", "you", "your", "yours" and the like) that signed the attached application included with this Agreement (the "Application"). The term "Agreement", as used herein, shall include the Application, the fee schedule included with this Agreement, as applicable, (the "Fee Schedule"), the terms and conditions set forth below, and all attachments, exhibits, schedules and the like included herewith.

BACKGROUND INFORMATION

Member Bank is a member/acquirer of Visa U.S.A. Incorporated ("Visa"), MasterCard International ("MasterCard"), DFS Services, LLC ("Discover"), is authorized to process and settle certain transactions originated on the American Express Travel Related Services Company, Inc. ("American Express") payment network and is authorized to process Card transactions for such financial institutions and various other payment brands, payment networks and Card issuers (each a "Payment Brand"). For purposes of this Agreement, "Card" means an account, or evidence of an account, authorized and established by a Payment Brand or representatives thereof that merchants accept from their customers as payment for goods or services. Cards include, but are not limited to, credit cards, debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts. Member Bank and AMS have entered into an agreement whereby AMS acts as Member Bank's service provider and provides certain services to you through various third party service providers (AMS and such third party service providers shall hereinafter collectively be referred to as "ISO"). You desire to accept one or more types of Cards issued by a Payment Brand. Member Bank and ISO agree to provide services in accordance with the terms and conditions set forth below. Accordingly, the parties to this Agreement, intending to be legally bound, agree as follows:

OPERATIVE PROVISIONS

1. **Services.** Member Bank and ISO agree to provide you, at your U.S. locations identified in the Application (as defined below), transaction gateway, processing and/or settlement services (the "Services") in accordance with the terms and conditions of this Agreement. You agree to use Member Bank to sponsor, clear and settle all of your Card transactions. You will be responsible for the installation, servicing and maintenance of the point-of-sale devices and related equipment at your facilities, and will likewise be responsible for the connection of those devices to the Services in compliance with ISO's requirements. ISO hereby grants to you a limited, non-exclusive, non-transferable, revocable, royalty free right, during the Term, to use the Services, subject to the restrictions herein and any other restrictions communicated by ISO to you, solely for your internal use. ISO and its suppliers shall retain title and all ownership rights to the Services and this Agreement shall not be construed in any manner as transferring any rights of ownership or license to the Services or to the features or information therein, except as specifically stated herein. ISO is providing you with information concerning the technical requirements for allowing the Services to send and receive electronic transaction data for authorization and/or settlement from and to ISO. To utilize the Services, you must: (i) provide for your own access to the internet and pay any fees associated with such access, and (ii) provide all equipment necessary for you to make such connection to the internet, including a computer, modem and web browser. If you elect to receive transaction gateway services or certain other services from ISO, you may receive a password when registering for such services. Upon approval, that password will allow you access to those Services. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to immediately notify ISO of any unauthorized use of your password or account or any other breach of security. You shall not: (A) decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer the Services; (B) circumvent any technological measure that controls access to the Services; or (C) use the Services other than pursuant to the terms of this Agreement.

2. **Payment Brand Regulations.** All Card transactions and this Agreement are subject to, and the parties agree to be bound by, applicable Payment Brand operating rules and regulations ("Payment Brand Regulations"). The Payment Brand Regulations include the Payment Card Industry Data Security Standard, the Consortium Merchant Negative File published by Discover, Discover Information Security Compliance, Visa Cardholder Information Security Program, MasterCard's Site Data Protection Program, and the American Express Data Security Requirements, as may be amended, supplemented or replaced from time to time. A copy of the American Express Data Security Requirements ("DSR") can be obtained online at www.americanexpress.com/dsr. Merchant shall abide by and fully comply with the Payment Brand Regulations, DSS, CISP, SDP, DSR, and any other security requirements. You are responsible for demonstrating your own, your agents, and your services' compliance with Payment Brand Regulations as they may be amended from time to time. ISO is not responsible for providing copies of the Payment Brand Regulations to you, and makes no representations or warranties regarding the accuracy of any summaries of Payment Brand Regulations it may provide. Most Payment Brand Regulations are available online, and ISO will provide you with specific website information upon request. You will comply with all state and federal laws and Payment Brand Regulations, including without limitation laws, rules and regulations regarding disclosure to customers on how and why personal information and financial information is collected and used. Furthermore, you shall comply with all of ISO's policies, procedures and guidelines governing the Services provided hereunder, as may be amended from time to time. You agree not to use, disclose, sell or disseminate any cardholder or card member (as used in and defined by the applicable Payment Brand Regulations, collectively, "Cardholder") information obtained in a Card transaction to any third party other than to, or authorized by, ISO. You agree not to store any Cardholder information obtained in a Card transaction unless specifically permitted to do so under applicable Payment Brand Regulations. You agree that ISO shall not be liable for any improperly processed transaction or third party, illegal or fraudulent access to your account, your IDs and passwords, end-user data or transaction data. ISO is not liable for your non-compliance or any costs of such non-compliance with any Payment Brand Regulation. If there is a conflict between this Agreement and the Payment Brand Regulations, the Payment Brand Regulations will apply. You will pay ISO and Member Bank immediately for all Payment Brand fines, charges, penalties and all other indebtedness levied by any Payment Brand, Card issuer, regulatory authority or other third party that is assessed against, charged to, directly or indirectly incurred or otherwise paid by, ISO and/or Member Bank which are attributable, at Member Bank's discretion, to your Card transaction processing or business, and any other loss, liability, assessment or fine incurred arising out of your breach of this Section (collectively, "Penalties"). You are solely responsible for the security of data residing on the servers owned, controlled or operated by you or a third party designated by you (e.g., a web hosting company or other service provider). You warrant that your servers and electronic systems are secure from breach or intrusion by unauthorized third parties and will hold ISO harmless for a breach of your systems. If there is a security breach of your system and/or access to end-user data or transaction data by an unauthorized third party, you shall immediately notify ISO upon discovery of such breach and shall take such precautions as may be necessary to prevent such breaches from occurring in the future, as required by ISO. You agree that ISO may disclose to any Payment Brand information regarding you and your transactions, and that such Payment Brand may use such information to perform its responsibilities in connection with its duties as a Payment Brand, promote the Payment Brand, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communications purposes within the parameters of the Payment Brand Regulations. A Payment Brand may use the information about you obtained in this Agreement at the time of setup to screen and/or monitor you in connection with Payment Brand marketing and administrative purposes. You agree that you may receive messages from a Payment Brand, including important information about Payment Brand products, services, and resources available to your business. These messages may be sent to your mailing address, phone numbers, email addresses or fax number. You may be contacted at your wireless telephone number and communications sent may include autodialed short message service (SMS or "text") messages or automated or prerecorded calls.

3. **Fees.** The fees to be charged by Member Bank or ISO to you or your customers for the Services provided to Non-Program Locations are set forth in the Application and Fee Schedule (collectively, the "Fees"). ISO may change such Fees from time to time upon 10 days prior written notice to you. The Fees do not include, and you hereby agree to pay, all (i) Penalties, (ii) interchange fees, assessments and other third party charges charged to, directly or indirectly incurred or otherwise paid by, ISO and/or Member Bank which are attributable to your Card transactions (collectively, "Third Party Costs"), and (iii) chargebacks of Card transactions, refunds and related interchange fees and assessments (collectively, "Dispute Items"). Interchange fees and assessments charged hereunder will not be credited back to you if a transaction is subsequently reversed or otherwise processed as a credit or chargeback. Third Party Costs for a given Card transaction depends on a number of factors such as the type of Card presented, specific information contained in the Card transaction, how and when the Card transaction is processed and other factors. Payment Brands and other third parties regularly add new Third Party Costs, change the rates for existing Third Party Costs, or change the qualification criteria for existing Third Party Costs. Changes in the way you accept and process Card Transactions, the volume of your Card Transactions, the products and services you provide, and numerous other factors may affect your Third Party Costs.

4. **Card Transactions.** In addition to the requirements for Card transactions set forth in the Payment Brand Regulations, you agree that you will not, unless authorized to do so under the Payment Brand Regulations, (a) deposit into any bank account owned or controlled by you "Account(s)" any sales or credits for any Card transaction between a Cardholder and an entity other than you; or (b) make a cash disbursement to a Cardholder arising out of a Card transaction or any other use of a Card, or use your personal Card(s) to process transactions using your merchant account with ISO that would constitute a cash advance.

5. Your Bank Account

a. You shall establish, and at all times during the Term, maintain one or more Accounts with one or more banks in order to facilitate payment of amounts due from time to time under this Agreement, which banks and Accounts shall be identified in the Application. To secure the extension of credit and your obligations under this Agreement including, without limitation, your obligation to pay, to the extent applicable, Fees, Third Party Costs, Dispute Items and/or Penalties, you grant to Member Bank and ISO a security interest in your deposited sales and all funds maintained in the Account(s).

b. All credits, charges and debits in connection with Card transactions and other amounts owing under this Agreement shall be made to your Account. You authorize Member Bank, without further notice to you, to credit or debit the Account(s). Any Fees, Third Party Costs, Dispute Items and/or Penalties payable by you pursuant to the terms and conditions of this Agreement not collected by Member Bank or ISO through a debit to the Account, for whatever reason, shall be invoiced to you by Member Bank or ISO and are due upon your receipt of such invoice.

c. If you have more than one deposit account with your banks, any or all of such accounts may be treated as the Account and may be credited, charged or debited in connection with Card transactions and other amounts owing under this Agreement as Member Bank or ISO may determine; provided, that you may designate a particular Account with respect to certain amounts to be credited, charged or debited from time to time by Member Bank in connection with particular Card transactions. Member Bank agrees to comply with such designation so long as the designated Account(s) contain sufficient funds to satisfy such charges or debits.

d. If a debit or chargeback to the Account results in an overdraft, you agree to immediately deposit with your bank an amount sufficient to cover such overdraft and any related service charges or fees.

e. If you desire to change the Account, you shall notify ISO in writing at least ten (10) days prior to the effective date of the change and shall follow ISO's procedures for completing the change.

6. Display of Service Marks, Advertising and Promotional Materials

a. You shall prominently display any service marks, identification logos and any other promotional materials (collectively, the "Service Marks") the ISO furnishes to you to alert Cardholders that Cards will be honored by you. This requirement shall not apply to private clubs or other merchants that do not serve the general public or other class of merchants exempted by a Payment Brand. The Service Marks for each Payment Brand must be at least the dimension of and as prominent as any other card program mark or logo displayed.

b. You may use the Service Marks only to indicate that Cards are accepted by you for payment. You shall not state, imply or use the Service Marks to indicate that ISO or any Payment Brand endorses, sponsors, produces, offers, sells or is affiliated with any of your goods or services.

c. You shall not refer to ISO or any Card or Payment Brand in stating eligibility for your merchandise, services or membership.

d. Your use of the Service Marks of any Payment Brand shall be governed by the Payment Brand's Regulations.

e. Your right to use or display the Service Marks shall continue so long as this Agreement remains in effect, unless ISO directs that such use or display shall cease. You acknowledge that the Service Marks are the property of the applicable Payment Brand and you shall not infringe upon the Service Marks.

f. All point of sale displays or websites must include appropriate Service Marks to indicate acceptance of Cards or Payment Brand approved signage to indicate acceptance of the limited acceptance category you have selected.

7. **Term.** This Agreement will be effective as of the date it is accepted by Member Bank and ISO and will continue in effect for a term of three (3) years following such date (the "Initial Term"), unless earlier terminated as provided for below. Following the Initial Term, this Agreement will automatically renew for additional one year renewal terms (each, a "Renewal Term"), unless earlier terminated as provided for below. If either party desires not to renew the Agreement at the end of the Initial Term or any Renewal Term, such party must provide written notice to the other parties of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term or Renewal Term, as applicable. Notwithstanding the foregoing, Member Bank may terminate this Agreement for any or no reason with 30 days' notice to you.

8. **Events of Default.** An "Event of Default" shall mean the occurrence or existence of one or more of the following events or conditions, whatever the reason for such Event of Default and whether voluntary, involuntary or effected by operation of law: (a) you fail to pay any obligation under this Agreement to Member Bank or ISO when due; (b) any representation or warranty made by you under this Agreement, the Application or any financial statement, certificate, report, exhibit or document required to be furnished by you to Member Bank or ISO pursuant to this Agreement shall prove false or misleading in any material respect as of the time when made, including any omission of material information necessary to make such representation, warranty or statement not misleading or the failure to provide required information; (c) you shall default in the performance or observance of any covenant, agreement or duty under this Agreement or any Payment Brand Regulation; (d) you are no longer allowed by a Payment Brand to accept such Payment

Brand's Cards as payment or your name appears on a Payment Brand's terminated merchant file; (e) Member Bank or ISO reasonably conclude that any criminal, fraudulent, unauthorized or suspicious activity has occurred or is imminent with respect to your acceptance of Cards or your performance under this Agreement; (f) there is an unexplained material change in your processed volume, average ticket size or mode of sale; (g) Member Bank or ISO reasonably conclude that there exists a risk of an abnormal level of chargebacks or that you may not fund Fees, Third Party Costs, Dispute Items, or Penalties as they occur; (h) you have defaulted on any obligation for borrowed money and the effect thereof may permit the holder of such indebtedness to accelerate the time when repayment is due; (i) there is an adverse material change in your business, operations, financial condition, properties, assets or prospects; (j) one or more judgments against you for the payment of money remain undischarged, unsatisfied or unstayed for a period of 45 consecutive days; (k) your lender takes possession of your inventory; (l) a writ or warrant of attachment, garnishment, execution, or similar process shall have been issued against you or any of your assets; (m) a proceeding shall have been instituted with respect to you (1) seeking an order for relief or a declaration entailing a finding that you are insolvent or seeking a similar declaration or finding, or seeking dissolution, winding up, charter revocation or forfeiture, liquidation, reorganization, arrangement, adjustment, composition or other similar relief with respect to you, your assets or your debts under any law relating to bankruptcy, insolvency, relief of debtors or protection of creditors, termination of legal entities or any other similar law now or hereafter in effect, or (2) seeking appointment of a receiver, trustee, custodian, liquidator, assignee, sequestrator or other similar official for you or for all or any substantial part of your assets; or (n) you shall become insolvent, shall become generally unable to pay your debts as they become due, shall voluntarily suspend transaction of your business, shall make a general assignment for the benefit of creditors, shall institute a proceeding described in subsection (m)(1) above, or shall consent to any such order for relief, declaration, finding or relief described therein, shall institute a proceeding described in subsection (m)(2) above, or shall consent to any such appointment or to the taking of possession by any such official of all or any substantial part of your assets, shall dissolve, windup, revoke or forfeit your charter (or other constituent documents) or liquidate yourself or any substantial part of your assets, or shall take any action in furtherance of any of the foregoing; (o) accept a Card for an unlawful Internet gambling transaction; or (p) you fail to become or remain "PCI compliant" (as required under applicable Payment Brand Regulations) and/or you fail to certify such compliance to ISO upon request. You shall notify Member Bank and ISO in writing immediately upon becoming aware of an Event of Default, or an event which, with the passing of time or the giving of notice, or both, would constitute an Event of Default.

9. Remedies Upon Event of Default. Upon the occurrence of any Event of Default, Member Bank and ISO may employ any or all of the following remedies it deems appropriate: (a) terminate this Agreement immediately upon notice to you; (b) without prior notice to you, refuse to accept or revoke acceptance of any sales or credit, or the electronic transmission thereof if applicable, received by Member Bank or ISO on or at any time after the occurrence of any Event of Default; (c) without prior notice to you, Member Bank may debit your Accounts in an amount equal to any amount then owed to Member Bank or ISO; (d) establish a reasonable reserve using your funds in Member Bank's possession to cover foreseeable Fees, Third Party Costs, Dispute Items, Penalties, and Cardholder credits; (e) increase the Fees commensurate with the increased risk; (f) require you to deposit, as cash collateral, such amounts as Member Bank or ISO may require to secure your obligations hereunder; (g) report to one or more credit reporting agencies any outstanding indebtedness to Member Bank or ISO; or (h) take such other action as may be permitted by law.

10. Early Termination Fee. INTENTIONALLY OMITTED.

11. Change in Your Business. You shall provide Member Bank and ISO at least thirty (30) days prior written notice of your intent to change in any way the basic nature of your business, including without limitation, a change in the types of merchandise or services sold, or the method of selling such products or services. Upon its receipt of notice of such change, Member Bank and ISO shall have the right to terminate this Agreement without further obligation upon providing thirty (30) days prior written notice to you.

12. Termination by You. You may terminate this Agreement upon ninety (90) days prior written notice to Member Bank and ISO in the event of (a) your receipt of notice of any increase in Fees payable to Member Bank and ISO pursuant to Section 3 hereof (excluding Fee increases pursuant to Section 9); or (b) any material amendment or modification to this Agreement made by Member Bank or ISO pursuant to Section 18 hereof which adversely affects you in any material respect (excluding material amendments or modifications required due to changes to an Payment Brand Regulation or applicable federal, state or local law or regulation). Your right to terminate pursuant to this Section 12 shall expire ninety (90) days following your receipt of notice of any such Fee increase or material amendment or modification. If this Agreement is terminated, regardless of cause, Member Bank may withhold and discontinue the disbursement for all Card transactions in the process of being collected and deposited. If termination is due to the occurrence of an Event of Default or if you otherwise breach this Agreement, you acknowledge that Member Bank or ISO may be required to report your business name and the names and other identification of your principals to the terminated merchant file maintained by the Payment Brands. **You expressly agree and consent to such reporting if you are terminated for any reason requiring listing on the terminated merchant file.** You waive and will hold harmless Member Bank and ISO from any claims that you may raise as a result of Member Bank or ISO terminated merchant file reporting. Further, you will return all Member Bank and ISO property, forms, or equipment. All obligations for transactions prior to termination (including payment for Fees, Third Party Charges, Dispute Items, Penalties and Member Bank's expenses relating to chargebacks) survive termination. Neither Member Bank nor ISO is liable to you for damages (including prospective sales or profits) due to termination. Upon termination, any amounts due to Member Bank or ISO will accelerate and be immediately due and payable, without any notice, declaration or other act whatsoever.

13. Credit Inquiries; Reporting; Financial Statements. You authorize Member Bank and ISO to make any credit inquiries they consider necessary to accept or to renew their acceptance of this Agreement. You also authorize any person or credit reporting agency to compile information to answer such credit inquiries and to furnish such information to Member Bank and ISO. You agree to provide to ISO such financial statements or other information concerning your business or operations as may be requested by ISO from time to time, in appropriate detail, promptly upon request by ISO. Upon request by ISO, you shall furnish to ISO, within 120 days after the end of your fiscal year, an audited financial statement of profit and loss for such fiscal year and an audited balance sheet as of the end of such fiscal year. ISO may, at its discretion, accept unaudited financial statements prepared by a public accounting firm.

14. Representation and Warranties; Disclaimers. You make the following representations and warranties which shall be true and correct on the date of this Agreement and at all times thereafter: (a) all information contained in the Application or any other document delivered to Member Bank and ISO in connection therewith or with this Agreement is true and complete in all material respects; (b) you have the power to execute, deliver and perform this Agreement; (c) this Agreement is duly authorized and will not violate any provisions of law, or conflict with any other agreement to which you are subject or by which your assets are bound; (d) you have all required licenses, if any, to conduct your business and are qualified to do business in every jurisdiction where it is required to do so; and (e) there is no action, suit or proceeding at law or in equity pending, or to your knowledge, threatened, by or against or affecting you which if adversely decided to you would impair your right to carry on your business substantially as now conducted or adversely affect your financial condition or operations in any material respect. **EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. ISO DOES NOT REPRESENT OR WARRANT THE PRODUCTS AND SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ENTIRELY ERROR-FREE. YOU MAY NOT RELY ON ANY REPRESENTATION OR WARRANTY REGARDING THE SERVICES MADE BY ANY THIRD PARTY IN CONTRAVENTION OF THE FOREGOING STATEMENTS. ISO SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE WITH RESPECT TO THE SERVICES. YOU UNDERSTAND AND AGREE THAT ISO SHALL BEAR NO RISK WITH RESPECT TO YOUR SALE OF YOUR PRODUCTS OR SERVICES INCLUDING, WITHOUT LIMITATION, ANY RISK ASSOCIATED WITH CARD FRAUD, PENALTIES OR CHARGEBACKS. ISO MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, NOR DOES ISO MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH USE OF THE SERVICES.**

15. Hold Harmless. To the extent permissible under applicable law, you agree to hold harmless Member Bank and ISO, their respective affiliates, directors, officers, employees and agents from all claims, liabilities, loss, damage, and expenses of any nature (including fees and expenses of legal counsel and costs of litigation) arising from or in connection with: (a) any dispute or claim made by a Cardholder with respect to a Card transaction, including but not limited to, any such dispute concerning the quality, fitness or delivery of merchandise or the performance or quality of services; and (b) your failure to comply with the provisions of this Agreement, Payment Brand Regulations or applicable federal, state or local laws and regulations. You acknowledge and agree that, in addition to clearing and settling Transactions, Member Bank collects fees, costs, and other charges due under this Agreement at ISO's instruction. You agree that Member Bank has no duty to verify, audit, review or otherwise oversee the fees, costs, or other charges that Member Bank collects from you and you hereby release Member Bank, hold Bank harmless from, and agree not to sue Member Bank alleging any overcharges or other billing claims under this Agreement.

16. CHOICE OF LAW; JURISDICTION; WAIVER. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IN WHICH YOU ARE LOCATED. YOU, MEMBER BANK AND ISO HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) AGREE THAT ANY ACTION, SUIT OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT, COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, "RELATED LITIGATION") MUST BE BROUGHT IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COUNTY AND STATE IN WHICH YOU ARE LOCATED; (B) SUBMIT TO THE JURISDICTION OF SUCH COURTS; (C) WAIVE ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT; (D) WAIVE ANY CLAIM THAT ANY SUCH RELATED LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, AND WAIVE ANY RIGHT TO OBJECT, WITH RESPECT TO ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER YOU OR ISO; (E) CONSENT AND AGREE TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY RELATED LITIGATION BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO YOU AT THE ADDRESS IN THE APPLICATION AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW); AND (F) WAIVE THE RIGHT TO TRIAL BY JURY IN ANY RELATED LITIGATION. THE PREVAILING PARTY IN ANY RELATED LITIGATION SHALL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES, COST AND EXPENSES.

17. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, NO CLAIM MAY BE MADE BY YOU AGAINST MEMBER BANK OR ISO OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS OF ANY OF THEM FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT, COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT UNLESS SUCH CLAIM ARISES FROM THE WILLFUL MISCONDUCT OF THE MEMBER BANK OR ISO AND YOU HEREBY WAIVE, RELEASE AND AGREE NOT TO SUE UPON ANY SUCH CLAIM FOR ANY SUCH DAMAGES, WHETHER SUCH CLAIM PRESENTLY EXISTS OR ARISES HEREAFTER AND WHETHER OR NOT SUCH CLAIM IS KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

18. CONFIDENTIAL INFORMATION. You will not use for any purpose other than contemplated by this Agreement, will not disclose to any third party, and will cause your employees, independent contractors, and agents to not use or disclose, any term of this Agreement, the Services, or any information learned about the business practices and ways in which ISO conducts business that is not generally known to others, including without limitation details about the Services, any data or information that is a trade secret or competitively sensitive such as computer software and documentation, data and data formats, and financial information (collectively, "Confidential Information"). You will inform ISO of any request by a court or government agency to disclose such Confidential Information to enable ISO to waive the provisions of this Section or defend the nondisclosure. You will not be obligated to maintain the confidentiality of Confidential Information: (i) you are required to reveal in performing your obligations under this Agreement, (ii) that is or becomes within the public domain through no act of yours in breach of this Agreement, (iii) was legitimately in your possession prior to its disclosure under this Agreement, and you can prove that, or (iv) is required to be disclosed by state or federal law, provided that you provide ISO with notice and an opportunity to oppose the disclosure. In the event of a breach of this section, the parties agree that ISO will suffer irreparable harm, and that the amount of monetary damages would be impossible to calculate. Thus, ISO will be entitled to injunctive relief in addition to any other rights to which it may be entitled, without the necessity of proof of actual damages or the requirement of a bond. This Section will survive termination of this Section.

Terms in Section 19 Below Are Additional Terms Applicable Specifically to American Express Card Acceptance (capitalized terms below not defined elsewhere in the Agreement shall have the meanings assigned in the American Express Network Rules). With respect to participation in an American Express acceptance program, in the event of a conflict between the terms below and other terms of this Agreement, the terms below shall control with respect to American Express transactions only. Merchant shall be bound by American Express Network Rules, including the Merchant Operating Guide, as it may be updated from time to time by American Express: www.americanexpress.com/merchantopguide. In the event of conflict or inconsistency between the Operating Guide and any other relevant document, the Operating Guide will prevail.

19. AMERICAN EXPRESS OPTBLUE® TERMS AND CONDITIONS.

- a. Transaction Data. Merchant authorizes ISO and/or its affiliates to submit American Express Transactions to, and receive settlement on such Transactions from, American Express or Bank on behalf of Merchant.
- b. Marketing Message Opt-Out. Merchant may opt-out of receiving future commercial marketing communications from American Express by contacting ISO. Note that Merchant may continue to receive marketing communications while American Express updates its records to reflect this choice. Opting out of commercial marketing communications will not preclude Merchant from receiving important transactional or relationship messages from American Express.
- c. Conversion to American Express Direct Merchant. Merchant acknowledges that it may be converted from American Express Card OptBlue program to a direct relationship with American Express if and when its Transaction volumes exceed the eligibility thresholds for the OptBlue program. If this occurs, upon such conversion, (i) Merchant will be bound by American Express' then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by Merchant.
- d. American Express as Third Party Beneficiary. Notwithstanding anything in the Agreement to the contrary, American Express shall have third-party beneficiary rights, but not obligations, to the terms of this Agreement applicable to American Express Card acceptance to enforce such terms against Merchant.
- e. American Express Opt-Out. Merchant may opt out of accepting American Express at any time without directly or indirectly affecting its rights to accept Cards bearing Marks of other Payment Brands.
- f. Refund Policies. Merchant's refund policies for American Express purchases must be at least as favorable as its refund policy for purchase on any other Card Network, and the refund policy must be disclosed to Cardholders at the time of purchase and in compliance with Law. Merchant may not bill or attempt to collect from any Cardholder for any American Express Transaction unless a Chargeback has been exercised. Merchant has fully paid for such Chargeback, and it otherwise has the right to do so.
- g. Establishment Closing. If Merchant closes any of its Establishments, Merchant must follow these guidelines: (i) notify ISO immediately; (ii) policies must be conveyed to the Cardholder prior to completion of the Transaction and printed on the copy of a receipt or Transaction record the Cardholder signs; (iii) if not providing refunds or exchanges, post notices indicating that all sales are final (e.g., at the front doors, by the cash registers, on the Transaction record and on websites and catalogs); (iv) return and cancellation policies must be clearly disclosed at the time of sale; and (v) for Advance Payment Charges or Delayed Delivery Charges, Merchant must either deliver the goods or services for which Merchant has already charged the Cardholder or issue Credit for any portion of the Transaction for which Merchant has not delivered the goods or services.
- h. Merchant shall not assign to any third party any payments due to it under American Express Card Acceptance, and all indebtedness arising from Transactions will be for bona fide sales of goods and services (or both) at Merchant's business locations and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that the Merchant may sell and assign future Transaction receivables to Member Bank/ISO, its affiliated entities and/or any other cash advance funding source that partners with Member Bank/ISO or its affiliated entities, without consent of American Express. Notwithstanding the foregoing, Member Bank/ISO prohibits Merchant from selling or assigning future Transaction receivables to any third party.
- i. Member Bank/ISO shall have the right to terminate Merchant's participation in American Express Card Acceptance immediately upon written notice to Merchant (i) if Merchant breaches any of the provisions of this Agreement, or (ii) for cause or fraudulent or other activity, or upon American Express' request. In the event Merchant's participation in American Express Card Acceptance is terminated for any reason, Merchant must immediately remove all American Express branding and marks from Merchant's website and wherever else they are displayed.
- j. Merchant must accept American Express as payment for goods and services (other than those goods and services prohibited by these provisions, the Agreement, or the Payment Brand Regulations) sold, or (if applicable) for charitable contributions made at all of its business locations and websites, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's business locations and websites under the Agreement.
- k. In the event that Merchant or Member Bank/ISO is not able to resolve a claim against American Express, or a claim against Member Bank/ISO or any other entity that American Express has a right to join in resolving a claim, the Merchant Operating Guide explains how claims can be resolved through arbitration. Merchant or American Express may elect to resolve any claim by individual, binding arbitration. Claims are decided by a neutral arbitrator.
- l. Any and all Cardholder information is confidential and the sole property of the applicable issuer, American Express or its affiliates. Except as otherwise specified, Merchant must not disclose Cardholder information, nor use nor store it, other than to facilitate Transactions at Merchant's business locations and websites in accordance with the Agreement.
- m. Merchant must ensure that it and any third parties it enlists to facilitate Transactions processing complies with the American Express Technical Specifications (available at www.americanexpress.com/merchantopguide) (valid and accurate data must be provided for all data elements in accordance with the American Express Technical Specifications). Failure to comply with the American Express Technical Specifications may impact Merchant's ability to successfully process Transactions. Merchant may be assessed non-compliance fees if Merchant fails to comply with the Technical Specifications. To ensure compliance with the Technical Specifications, Merchant should work with Member Bank/ISO.
- n. American Express Right to Modify or Terminate Agreement. American Express has the right to modify the Agreement with respect to American Express Card transactions or to terminate Merchant's acceptance of American Express Card transactions and to require ISO to investigate Merchant's activities with respect to American Express Card transactions.

20. MISCELLANEOUS PROVISIONS.

- a. You shall not subcontract, assign or transfer any interest, obligation or right under this Agreement without the prior written consent of Member Bank and ISO. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns. ISO and Member Bank may transfer their respective rights and responsibilities hereunder to another institution authorized by the Payment Brand Regulations to hold such rights without your consent.
- b. This Agreement may be modified by Member Bank to comply with any amendments or additions to the Payment Brand Regulations or as required by applicable law or regulation upon 30 days prior written notice to you.
- c. No party shall, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of their rights under this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.
- d. In order to maintain quality service, Member Bank or ISO may monitor or record your telephone communications.
- e. No party shall be liable for any loss or damage due to causes beyond its control, including earthquake, war, fire, flood, power failure, acts of God or other catastrophes.
- f. Each party and each person signing on behalf of a party represents and warrants that it has the full legal capacity and authority to enter into and perform the obligations of this Agreement without any further approval. Nothing in this Agreement shall be deemed to create a partnership, joint venture or any agency relationship between the parties.
- g. This Agreement and the documents referenced herein constitute the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations are terminated and canceled in their entirety.
- h. If there is any conflict between a part of this Agreement and any present or future Payment Brand Regulation or applicable federal, state or local law or regulation, only the part of this Agreement that is affected shall be modified and that modification shall be limited to the minimum necessary to bring this Agreement within the requirements of the Payment Brand Regulation, law or regulation.
- i. All notices, including invoices, given in connection with this Agreement, shall be in writing and shall be effective upon actual receipt. Notices shall be delivered to the appropriate party at its address set forth on the attached Disclosure Page.
- j. You shall be liable for all taxes, except Member Bank and ISO's income taxes, required to be paid or collected as a result of this Agreement.
- k. All of your obligations, warranties and liabilities incurred or existing as of the date of termination of this Agreement, including without limitation, your obligations with respect to subsequent Fees, Third Party Costs, Penalties or Dispute Items based upon Card transactions incurred prior to termination, shall survive termination and shall continue in full force and effect as if the termination had not occurred. The right to revoke credit as well as hold, retain or set off against amounts due to you, or to debit any of your Account(s), shall survive the termination of this Agreement and shall continue in full force and effect as if termination had not occurred.
- l. No other person or entity may be deemed a third party beneficiary of this Agreement.

Disclosure Page (Processor Copy)

Member Bank Information

Name: Merrick Bank, a Utah state chartered bank
Address: 135 Crossways Park Drive North, Suite A,
Woodbury, NY 11797
Phone: (800)267-2256

Important Member Bank Responsibilities

1. Member Bank is the **only party** to the Merchant Processing Agreement approved to accept Visa products directly from a Merchant.
2. Member Bank must be a principal (signer) to the Merchant Processing Agreement.
3. Member Bank is responsible for educating the Merchant on pertinent Visa U.S.A. Inc. Operating Regulations with which the merchant must comply.
4. Member Bank is responsible for and must provide settlement funds to the Merchant.
5. Member Bank is responsible for all funds held in reserve that are derived from settlement.

Merchant Information

Merchant Name: Williamson County
Merchant Address: 405 MLK Street
Georgetown, TX 78626
Merchant Phone: (512) 943-1515

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Processing Agreement.
4. Comply with Visa Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure Merchant understands some important obligations of each party.

Merchant's Signature

Date

Merchant's Printed Name & Title

Disclosure Page

(Merchant Copy)

Member Bank Information

Name: Merrick Bank, a Utah state chartered bank
Address: 135 Crossways Park Drive North, Suite A,
Woodbury, NY, 11797
Phone: (800)267-2256

Important Member Bank Responsibilities

6. Member Bank is the **only party** to the Merchant Processing Agreement approved to accept Visa products directly from a Merchant.
7. Member Bank must be a principal (signer) to the Merchant Processing Agreement.
8. Member Bank is responsible for educating the Merchant on pertinent Visa U.S.A. Inc. Operating Regulations with which the merchant must comply.
9. Member Bank is responsible for and must provide settlement funds to the Merchant.
10. Member Bank is responsible for all funds held in reserve that are derived from settlement.

Merchant Information

Merchant Name: Williamson County
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7. Review and understand the terms of the Merchant Processing Agreement.
8. Comply with Visa Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure Merchant understands some important obligations of each party.

Merchant's Signature

Date

Merchant's Printed Name & Title

Merrick Bank – Underwriting Checklist

Merchant ID: 317 DBA Name: Williamson County
 An Volume: _____ Avg Tkt: _____ MCC: _____ Swiped %: _____ MO/TO%: _____ Internet %: _____ Imprint %: _____
 Reserve: Yes ☐ No ☒ Terms & Amount _____
☐ Low Volume-Low Risk ☐ High Volume-Low Risk ☐ Low Volume-High Risk ☐ High Volume-High Risk

Core Documentation Requirements for All Accounts:

<input type="checkbox"/> Signed and Completed Merchant Application	<input type="checkbox"/> Signed Bank Disclosure
<input type="checkbox"/> Fee Schedule	<input type="checkbox"/> Personal Guarantee
<input type="checkbox"/> Preprinted Check or Bank Reference Letter	<input type="checkbox"/> Site Survey
<input type="checkbox"/> MATCH Inquiry	<input type="checkbox"/> OFAC query
<input type="checkbox"/> IRS TIN Matching	

☐ Credit Report(s) for Principal(s) with FICO or Beacon scores: _____ **Auto Approval:** ☐ Yes ☐ No

Additional Required Documents for High Volume- Low Risk Accounts:

- | | | |
|---|----------------------|--|
| <input type="checkbox"/> Business Financials | If N/A, check here → | <input type="checkbox"/> N/A (Volume less than \$1 Million Monthly) |
| <input type="checkbox"/> Business Credit Report | If N/A, check here → | <input type="checkbox"/> N/A (May be required at discretion of the Bank) |
| <input type="checkbox"/> Personal Financial Statement | If N/A, check here → | <input type="checkbox"/> N/A (Business longevity exceeds 1 Year) |
| <input type="checkbox"/> Processing Statements | | |

Additional Required Documents for Low Volume-High Risk Accounts:

- | | | |
|--|----------------------|--|
| <input type="checkbox"/> Articles of Incorporation | If N/A, check here → | <input type="checkbox"/> N/A (Sole Proprietorship or Partnership) |
| <input type="checkbox"/> Business Financials | If N/A, check here → | <input type="checkbox"/> N/A (Volume less than \$100,000. Monthly) |
| <input type="checkbox"/> Business Credit Report | If N/A, check here → | <input type="checkbox"/> N/A (Volume less than \$200,000. Monthly) |
| <input type="checkbox"/> MO/TO Questionnaire | | <input type="checkbox"/> Brochures |

Additional Required Documents for High Volume-High Risk Accounts:

- | | |
|---|--|
| <input type="checkbox"/> Business Financials | <input type="checkbox"/> Personal Financial Statement of Signor |
| <input type="checkbox"/> 3 Months' Bank Statements (Most current) | <input type="checkbox"/> 2 Months Processing Statements (Most current) |
| <input type="checkbox"/> Primary Supplier Reference (If applicable) | <input type="checkbox"/> Executive Summary |
| <input type="checkbox"/> Business Credit Report | <input type="checkbox"/> Business Credit Report on 'Fulfillment House' |

Internet Questionnaire

Website(s): See Location Form for URL ☐ Website requirements printed out and placed with the file.

Billing Descriptor: _____

Secured Lock ☐ Yes ☐ No
 Return Policy ☐ Yes ☐ No
 URL Re-directs ☐ Yes ☐ No

Privacy Policy ☐ Yes ☐ No
 Terms and Agreement ☐ Yes ☐ No
 Site is Informational Only ☐ Yes ☐ No

3rd Party Software Name & Version: _____ PA or PCI DSS Compliant ☐ Yes ☐ No

Gateway: _____ PCI/CISP Compliant ☐ Yes ☐ No

Third Party Servicer: _____ PCI/CISP Compliant ☐ Yes ☐ No

Name of QIR Company: _____ PCI - Certified ☐ Yes ☐ No

Has Merchant validated PCI DSS Compliance? ☐ Yes ☐ No **Name of QSA / ASV:** Security Metrics

*** Effective 31 January 2017, All merchants must use PCI-certified QIR professionals from the QIR Companies list to install and service POS applications and terminals.**

Unlawful Internet Gambling Enforcement Act (UIGEA)

Prospective merchant presents minimal risk of engaging in Internet gambling ☒ Yes ☐ No

*If 'NO' is checked above, a notarized, written attestation from the merchant must be obtained, specifying that it does not and will not engage in an internet gambling business. This letter must be signed by the contract signor.

Comments and Signature Panel

Waived Items:	
----------------------	--

AMS - MERRICK LOCATION ADDENDUM

PRIMARY MERCHANT INFORMATION:		Location No: 1	Date:
Legal Name:	Williamson County		Bank Chain: 101803
Main Contact:	Nancy Rister	Title: County Clerk	Merchant Number: 317730288406 <small>(Assigned Upon Approval)</small>

LOCATION INFORMATION:	
DBA: Williamson Co Clerk OTC	Statement DBA (23 Chr. Max): Williamson Co Clerk OTC
Main Contact: Chester Holten	Email: cholten@wilcon.org
Title: Recording Manager	Phone #: (512) 943-1515 Fax #: (512) 943-1616
Location Address: 405 MLK Street	City: Georgetown ST: TX Zip: 78626
Mailing Address: 405 MLK Street	City: Georgetown ST: TX Zip: 78626
Customer Service Phone Number: (512) 943-1515	SIC: 9399 Sales Rep: Nancy Murphy 1030
Avg Ticket: \$38.19 Max: _____ Monthly Vol: \$14,000.00	Swipe %: 85 Keyed %: 10 MOTO %: 5 Internet %: 0
Merchant Products or Services Offered (be specific): Recorder	
Terminal / Payment Application: Eagle Recorder	Version: _____
Does Merchant Use Independent Servicer (store, maintain, or transmits cardholder data)? _____ (if yes, provide the following)	
Servicer / Payment App. Manufacturer: BridgePay / Tyler Technologies	Phone: _____
American Express (10 Digits): _____ <input type="checkbox"/> Apply for American Express	
Program: Service Fees: Account Name: AMS*Service Fee MID: 730288422 Rate: 3.00% Service Fee with a \$2.00 minimum per transaction	

SITE INFORMATION:	
Merchant Type: Retail	
Building Type: Office Building	Area Zoned: Commercial Square Footage: More Than 10000 Merchant: Owns
Landlord: _____	Contact: _____ Phone: _____
Fulfillment Co. _____	Contact: _____ Phone: _____
This Location is Open for Business: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Inspected By: _____ Date: _____	

MOTO – ECOMMERCE QUESTIONNAIRE <i>Complete if Processing Less Than 70 % Card Present</i>	
Sell To: Business: 0 % Public: 100 %	Does the Merchant Own Product/Inventory? _____
Marketing: _____	Are Products Stored at the Business Location? _____ If No, Where? _____
Orders Processed by: _____	If Processing Internet Transactions (Please Complete The Following)
Cards Processed by: _____	Internet transactions encrypted by SSL or Better? _____
When is the cardholder Charged? _____	Digital Certificate Utilized? _____ Exp Date: _____
How many days to fulfill orders? _____	Certificate Number: _____
Shipped by: _____	Certificate Issuer: _____
Products Shipped by: _____	URL: www.wilco.org
Delivery Receipt Requested? _____	

DDA BANK ACCOUNT INFORMATION:			
This area should be completed for Added/Subsequent locations with DDA other than main location. Please Include a Voided Check. If this is a "Deposit Only" account then a letter from the Financial Institution verifying Transit and Routing Number and DDA# is required.			
Account Type: C K	ACH Deposit Routing/Transit # _____	ACH Deposit Account Number _____	Bank Name: Wells Fargo
Account Type: C K	ACH Fees Routing/Transit # _____	ACH Fees Account Number _____	Contact: _____ Phone: _____
Merchant hereby authorizes Merrick and Automated Merchant Systems, Inc. to initiate credit and/or debit entries for amounts originating under the Merchant Processing Agreement (via ACH or otherwise) including any reversals or adjustments on original entries to the Merchant's Bank Account (as defined in the Merchant Processing Agreement). NOTE: Attach Voided Check			

The Merchant agrees to abide by the terms & conditions contained in the Merchant Processing Agreement signed on _____, provided, however, that the term of the Merchant Processing Agreement relating to the above-referenced Additional Location shall be for the same length of time as the initial Term (defined in the Merchant Processing Agreement), and such Initial Term for the Additional Location shall commence on the date signed by Officer/Owner, indicated below.			
_____	_____	_____	_____
Printed Officer/Owner Name	Signature	Title	Date

Merrick Bank – Underwriting Checklist

Merchant ID: 317730288406 DBA Name: Williamson Co Clerk OTC

An Volume: Avg Tkt: \$ 38.19 MCC: 9399 Swipe % 85 MO/TO % 5 Internet % 0 Imprint % 10

☐ Low Volume-Low Risk ☐ High Volume-Low Risk ☐ Low Volume-High Risk ☐ High Volume-High Risk

Core Documentation Requirements for All Accounts:

<input type="checkbox"/> Signed and Completed Merchant Application	<input type="checkbox"/> Signed Bank Disclosure
<input type="checkbox"/> Fee Schedule	<input type="checkbox"/> Personal Guarantee
<input type="checkbox"/> Preprinted Check or Bank Reference Letter	<input type="checkbox"/> Site Survey
<input type="checkbox"/> MATCH Inquiry	<input type="checkbox"/> OFAC query
<input type="checkbox"/> IRS TIN Matching	

☐ Credit Report(s) for Principal(s) with FICO or Beacon scores: Auto Approval: ☐ Yes ☐ No

Additional Required Documents for High Volume- Low Risk Accounts:

- | | | |
|---|----------------------|--|
| <input type="checkbox"/> Business Financials | If N/A, check here → | <input type="checkbox"/> N/A (Volume less than \$1 Million Monthly) |
| <input type="checkbox"/> Business Credit Report | | <input type="checkbox"/> N/A (May be required at discretion of the Bank) |
| <input type="checkbox"/> Personal Financial Statement | If N/A, check here → | <input type="checkbox"/> N/A (Business longevity exceeds 1 Year) |
| <input type="checkbox"/> Processing Statements | | |

Additional Required Documents for Low Volume-High Risk Accounts:

- | | | |
|--|----------------------|--|
| <input type="checkbox"/> Articles of Incorporation | If N/A, check here → | <input type="checkbox"/> N/A (Sole Proprietorship or Partnership) |
| <input type="checkbox"/> Business Financials | If N/A, check here → | <input type="checkbox"/> N/A (Volume less than \$75,000. Monthly) |
| <input type="checkbox"/> Business Credit Report | If N/A, check here → | <input type="checkbox"/> N/A (Volume less than \$150,000. Monthly) |
| <input type="checkbox"/> MO/TO Questionnaire | | <input type="checkbox"/> Brochures |

Additional Required Documents for High Volume-High Risk Accounts:

- | | |
|--|---|
| <input type="checkbox"/> Personal Financial Statement of Signor | <input type="checkbox"/> 3 Months' Bank Statements (Most current) |
| <input type="checkbox"/> 2 Months Processing Statements (Most current) | <input type="checkbox"/> Primary Supplier Reference (If applicable) |
| <input type="checkbox"/> Executive Summary | <input type="checkbox"/> Business Credit Report |
| <input type="checkbox"/> Business Credit Report on 'Fulfillment House' | <input type="checkbox"/> N/A (No Fulfillment House is used) |

Internet Questionnaire

Website(s): See Location Form for URL ☐ Website requirements printed out and placed with the file.

Secured Lock <input type="checkbox"/> Yes <input type="checkbox"/> No	Privacy Policy <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Return Policy <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Terms and Agreement <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
URL Re-directs <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Site is Informational Only <input type="checkbox"/>
3 rd Party Software Name & Version: _____	PA or PCI DSS Compliant <input type="checkbox"/> Yes <input type="checkbox"/> No
Gateway: _____	PA DSS Compliant <input type="checkbox"/> Yes <input type="checkbox"/> No
Is Merchant PCI DSS Compliant: <input type="checkbox"/> Yes <input type="checkbox"/> No	Name of QSA / ASV: Security Metrics

Unlawful Internet Gambling Enforcement Act (UIGEA)

Prospective merchant presents minimal risk of engaging in Internet gambling ☒ Yes ☐ No

Comments and Signature Panel

Waived Items: _____

(Print Name, Sign & Date)

AMS - MERRICK LOCATION ADDENDUM

PRIMARY MERCHANT INFORMATION:		Location No: 2	Date:
Legal Name:	Williamson County	Bank Chain:	101803
Main Contact:	Nancy Rister	Title:	County Clerk
		Merchant Number:	317730288419 <small>(Assigned Upon Approval)</small>

LOCATION INFORMATION:	
DBA: Williamson Co Clerk WEB	Statement DBA (23 Chr. Max): Williamson Co Clerk WEB
Main Contact: Chester Holten	Email: cholten@wilcon.org
Title: Recording Manager	Phone #: (512) 943-1515
Location Address: 405 MLK Street	Fax #: (512) 943-1616
Mailing Address: 405 MLK Street	City: Georgetown
Customer Service Phone Number: (512) 943-1515	ST: TX
SIC: 9399	Zip: 78626
Sales Rep: Nancy Murphy 1030	
Avg Ticket: \$38.19	Max: _____
Monthly Vol: \$14,000.00	Swipe % 0
Keyed % 0	MOTO % 0
Internet % 100	
Merchant Products or Services Offered (be specific): Records	
Terminal / Payment Application: Eagle Recorder	Version: _____
Does Merchant Use Independent Servicer (store, maintain, or transmits cardholder data)? _____ (if yes, provide the following)	
Servicer / Payment App. Manufacturer: BridgePay / Tyler Technologies	Phone: _____
American Express (10 Digits): _____	<input type="checkbox"/> Apply for American Express
Program: Service Fees: Account Name: AMS*Service Fee	MID: 730288435
Rate: 3.00% Service Fee with a \$2.00 minimum per transaction	

SITE INFORMATION:	
Merchant Type: Internet Website	
Building Type: Office Building	Area Zoned: Commercial
Square Footage: More Than 10000	Merchant: Owns
Landlord: _____	Contact: _____
Fulfillment Co. _____	Phone: _____
This Location is Open for Business: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Inspected By: _____
	Date: _____

MOTO – ECOMMERCE QUESTIONNAIRE		Complete if Processing Less Than 70 % Card Present
Sell To: Business: 0 % Public: 100 % Locally	Does the Merchant Own Product/Inventory?	YES
Marketing: _____	Are Products Stored at the Business Location?	YES
	If No, Where? _____	
Orders Processed by: Merchant	If Processing Internet Transactions (Please Complete The Following)	
Cards Processed by: Merchant	Internet transactions encrypted by SSL or Better?	YES
When is the cardholder Charged? Time of Order	Digital Certificate Utilized?	YES
How many days to fulfill orders? 1 - 7 Days	Exp Date: _____	
Shipped by: Merchant	Certificate Number: _____	
Products Shipped by: U.P.S.	Certificate Issuer: _____	Individual
Delivery Receipt Requested? NO	URL: https://www.wilco.com	

DDA BANK ACCOUNT INFORMATION:			
This area should be completed for Added/Subsequent locations with DDA other than main location. Please Include a Voided Check. If this is a "Deposit Only" account then a letter from the Financial Institution verifying Transit and Routing Number and DDA# is required.			
Account Type: C K	ACH Deposit Routing/Transit #	ACH Deposit Account Number	Bank Name: Wells Fargo
Account Type: C K	ACH Fees Routing/Transit #	ACH Fees Account Number	Contact: _____ Phone: _____
Merchant hereby authorizes Merrick and Automated Merchant Systems, Inc. to initiate credit and/or debit entries for amounts originating under the Merchant Processing Agreement (via ACH or otherwise) including any reversals or adjustments on original entries to the Merchant's Bank Account (as defined in the Merchant Processing Agreement).			
NOTE: Attach Voided Check			

The Merchant agrees to abide by the terms & conditions contained in the Merchant Processing Agreement signed on _____, provided, however, that the term of the Merchant Processing Agreement relating to the above-referenced Additional Location shall be for the same length of time as the initial Term (defined in the Merchant Processing Agreement), and such Initial Term for the Additional Location shall commence on the date signed by Officer/Owner, indicated below.			
Printed Officer/Owner Name	Signature	Title	Date

Merrick Bank – Underwriting Checklist

Merchant ID: 317730288419 DBA Name: Williamson Co Clerk WEB

An Volume: Avg Tkt: \$ 38.19 MCC: 9399 Swipe % 0 MO/TO % 0 Internet % 100 Imprint % 0

☐ Low Volume-Low Risk ☐ High Volume-Low Risk ☐ Low Volume-High Risk ☐ High Volume-High Risk

Core Documentation Requirements for All Accounts:

<input type="checkbox"/> Signed and Completed Merchant Application	<input type="checkbox"/> Signed Bank Disclosure
<input type="checkbox"/> Fee Schedule	<input type="checkbox"/> Personal Guarantee
<input type="checkbox"/> Preprinted Check or Bank Reference Letter	<input type="checkbox"/> Site Survey
<input type="checkbox"/> MATCH Inquiry	<input type="checkbox"/> OFAC query
<input type="checkbox"/> IRS TIN Matching	

☐ Credit Report(s) for Principal(s) with FICO or Beacon scores: Auto Approval: ☐ Yes ☐ No

Additional Required Documents for High Volume- Low Risk Accounts:

- | | | |
|---|----------------------|--|
| <input type="checkbox"/> Business Financials | If N/A, check here → | <input type="checkbox"/> N/A (Volume less than \$1 Million Monthly) |
| <input type="checkbox"/> Business Credit Report | | <input type="checkbox"/> N/A (May be required at discretion of the Bank) |
| <input type="checkbox"/> Personal Financial Statement | If N/A, check here → | <input type="checkbox"/> N/A (Business longevity exceeds 1 Year) |
| <input type="checkbox"/> Processing Statements | | |

Additional Required Documents for Low Volume-High Risk Accounts:

- | | | |
|--|----------------------|--|
| <input type="checkbox"/> Articles of Incorporation | If N/A, check here → | <input type="checkbox"/> N/A (Sole Proprietorship or Partnership) |
| <input type="checkbox"/> Business Financials | If N/A, check here → | <input type="checkbox"/> N/A (Volume less than \$75,000. Monthly) |
| <input type="checkbox"/> Business Credit Report | If N/A, check here → | <input type="checkbox"/> N/A (Volume less than \$150,000. Monthly) |
| <input type="checkbox"/> MO/TO Questionnaire | | <input type="checkbox"/> Brochures |

Additional Required Documents for High Volume-High Risk Accounts:

- | | |
|--|---|
| <input type="checkbox"/> Personal Financial Statement of Signor | <input type="checkbox"/> 3 Months' Bank Statements (Most current) |
| <input type="checkbox"/> 2 Months Processing Statements (Most current) | <input type="checkbox"/> Primary Supplier Reference (If applicable) |
| <input type="checkbox"/> Executive Summary | <input type="checkbox"/> Business Credit Report |
| <input type="checkbox"/> Business Credit Report on 'Fulfillment House' | <input type="checkbox"/> N/A (No Fulfillment House is used) |

Internet Questionnaire

Website(s): See Location Form for URL ☐ Website requirements printed out and placed with the file.

Secured Lock <input type="checkbox"/> Yes <input type="checkbox"/> No	Privacy Policy <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Return Policy <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Terms and Agreement <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
URL Re-directs <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Site is Informational Only <input type="checkbox"/>
3 rd Party Software Name & Version: _____	PA or PCI DSS Compliant <input type="checkbox"/> Yes <input type="checkbox"/> No
Gateway: _____	PA DSS Compliant <input type="checkbox"/> Yes <input type="checkbox"/> No
Is Merchant PCI DSS Compliant: <input type="checkbox"/> Yes <input type="checkbox"/> No	Name of QSA / ASV: Security Metrics

Unlawful Internet Gambling Enforcement Act (UIGEA)

Prospective merchant presents minimal risk of engaging in Internet gambling ☒ Yes ☐ No

Comments and Signature Panel

Waived Items: _____

(Print Name, Sign & Date)

Nancy E. Rister
Williamson County Clerk
Nrister@wilco.org



P.O. Box 18
Georgetown, TX 78627
(512) 943-1515

July 20, 2016

To Whom It May Concern:

The Eagle Recording product from Tyler Technologies has the ability to receive payments through the product's embedded cashiering processes and through a public facing web site called Eagle Web. These payment points are enabled with electronic payment processing when the ecommerce module is licensed. Electronic payment processing can include payment methods such as credit cards, eChecks (ACH), and debit cards.

Williamson County has contracted with Tyler Technologies for the Eagle Recording Product which includes the payments processing module.

This module provides payments processing through Automated Merchant Systems and gateway integration to the Eagle Recording database through BridgePay. Tyler Technologies assures the county that their payment processing model is designed to keep the costs minimal and provide the necessary security compliance. The service fees/convenience fees/ credit card payment processing fees are collected by the AMS Payment processor and the county only receives from the customer what is owed to the county clerk's office minus any payment processing fees.

There are no fees to the county for implementing Automated Merchant Systems Payment Processor as part of Eagle Recording's online and over-the-counter payment processing module.

The contract with Automated Merchant Systems Payment Processor is being recommended for approval based on the integration and relationship with Tyler already in place and there are no fees to the county.

Sincerely,

Nancy E. Rister

Commissioners Court - Special Session**57.****Meeting Date:** 07/28/2016

Animal Shelter Donations BA 07-26-2016

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 acknowledging additional revenues for Animal Shelter Donations:

Background

This is for donation collections from April through June 2016.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	\$20,185.95
	0546.0000.367440	Jane's Fund Donations	\$19,734.53
	0546.0000.367441	ASPCA Donations	\$0.00
	0546.0000.367442	Play Yard Donation	\$7,416.30
	0546.0000.367443	Heart Worm Trmt Donations	\$6,510.61
	0546.0000.367445	Sit Team Donations	\$0.00
	0546.0000.370150	Sale of Pet Care Products	\$453.77

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 07/21/2016

Reviewed By

Wendy Coco

Date

07/21/2016 09:45 AM

Started On: 07/19/2016 09:33 AM

Commissioners Court - Special Session**58.****Meeting Date:** 07/28/2016

Animal Shelter Donations BA 07-26-2016

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 acknowledging additional expenditures for the use of Animal Shelter Donations:

Background

This is a for donation collections from April through June 2016.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	\$453.77
	0546.0546.003670	Use of Donations	\$20,185.95
	0546.0546.004100	Professional Services	\$19,734.53
	0546.0546.004109	Special Needs	\$0.00
	0546.0546.004232	Training	\$0.00
	0546.0546.004509	Facility Enhancements	\$7,416.30
	0546.0546.004975	Animal Medical Care	\$6,510.61

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 07/21/2016

Reviewed By

Wendy Coco

Date

07/21/2016 09:45 AM

Started On: 07/19/2016 09:52 AM

Commissioners Court - Special Session**59.****Meeting Date:** 07/28/2016

Parks Donations BA 07-26-2016

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 Park Donations.

Background

Donations include \$50.00 from the Austin Royals and \$61.00 for firewood from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$111.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 07/21/2016

Reviewed By

Wendy Coco

Date

07/21/2016 09:45 AM

Started On: 07/19/2016 10:13 AM

Commissioners Court - Special Session**60.****Meeting Date:** 07/28/2016

Park Donations BA 07-26-2016

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 Park Donations:

Background

Donations include \$50.00 from the Austin Royals and \$61.00 for firewood from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Park Donations	\$111.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 07/21/2016

Reviewed By

Wendy Coco

Date

07/21/2016 09:45 AM

Started On: 07/19/2016 10:33 AM

Commissioners Court - Special Session**61.****Meeting Date:** 07/28/2016

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
- h) Leander/Reagan TIRZ

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: 07/21/2016

Reviewed By

Wendy Coco

Date

07/21/2016 10:08 AM

Started On: 07/21/2016 09:47 AM

Commissioners Court - Special Session**62.****Meeting Date:** 07/28/2016

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 easement acquisitions from San Gabriel River Ranch Subdivision.

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.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/21/2016

Reviewed By

Wendy Coco

Date

07/21/2016 10:08 AM

Started On: 07/21/2016 09:46 AM