NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
SEPTEMBER 6TH, 2016
9:30 A.M.

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

1. Review and approval of minutes.

2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Division.

3. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.

4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA
The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 5 – 18)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0503-004505	Software Maintenance	$65,000.00
To	0100-0503-004211	Telephone	$50,000.00
To	0100-0503-003115	Computer Supplies	$5,000.00
To	0100-0503-003010	Computer Equipment < $5,000	$5,000.00
To	0100-0503-003012	Communications Equip < $5,000	$5,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0572-004901	CSR program	1185.00
To	0100-0572-004541	Vehicle Repairs and Maintenanc	1185.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0400.004350	Printed Materials and Binding	1000.00
To	0100.0400.004100	Professional Services	1000.00

8. Discuss, consider, and take appropriate action on a line item transfer for Animal Services (Regional Animal Shelter) department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545-0545-001107	Temp Labor	6000.00
To	0545-0545-004975	Animal Medical Care	6000.00
From	0545-0545-004976	Animal Disposal	125.00
To	0545-0545-004211	Telephone	125.00
From	0545-05450004999	Misc	229.22
From	0545-0545-004510	Facility Maint	1200.00
From	0545-0545-004976	Animal Disposal	300.00
To	0545-0545-004100	Professional Services	1729.22

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0503-001100	F/T Salaries	$1020.26
To	0100-0503-001110	Overtime	$1020.26

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100-0541-3900	Membership Dues	$1,500.00
To:	0100-0541-3001	Small Equipment and Tools	$1,500.00

11. Discuss, consider, and take appropriate action on line item transfer for Constable Pct 4

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0554-003010	Comp Equip	$1,000
To	0100-0554-004415	Insurance Deduct	$1,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003003	Radio Equipment	$3,300.00
From	0100.0570.004413	Personal Liability Insurance	$944.00
From	0100.0570.005730	Radio Equipment >$5,000	$8,010.08
From	0100.0570.005000	Capital Outlay >$,5000	$20,000.00
To	0100.0570.004541	Vehicle Repairs	$2,000.00
To	0100.0570.003316	Medical/Hospitalization	$30,254.08

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0509-003105	Paper Supplies	11000.00
From	0100-0509-003318	Janitorial Supplies	31000.00
To	0100-0509-005003	Equipment > $5000	42000.00

14. Discuss and take action to acknowledge correction of dates for Agenda Item #38 on the July 12, 2016 Commissioners Court agenda, removing dates 8/5/16-8/12/16 and replacing them with 8/12/16-8/25/16.

15. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (2) Calculators, (1) Stapler, (1) Check Stacker, (1) Pencil Sharpener, (2) Desktop Computers, (1) Laptop, (1) Docking Station, (1) Keyboard, (1) Scanner, (3) Printers, (2) Computer Stands, (2) Boxes of Misc. Office Supplies, (1) Under desk Shelf, (10) Dell Monitors, (5) Washing Machines, (see attached list) pursuant to Tx. Local Gov't Code 263.152.

16. Discuss,consider and take appropriate action on authorizing the disposal of various county assets though inter-departmental transfer including, (4) Folding Tables, (2) Desks, (2) Book Shelves, (1) 4 drawer file Cabinet, (2) Rolling TV carts,(see attached list) pursuant to Tx. Local Gov't Code 263.152.

17. Discuss, consider, and take appropriate action on approval of the final plat for the Missian Oaks Phase 5 subdivision - Pct 3

18. Discuss, consider and take appropriate action on approving compensation changes, position title changes, position grade changes and any corresponding line item transfers.

REGULAR AGENDA

19. Discuss, consider and take appropriate action on acknowledging Williamson County EMS granted accreditation by the Commission on Accreditation of Ambulance Services.

20. Discuss, consider, and take appropriate action on proclaiming September 2016 as Childhood Cancer Awareness Month.

21. Discuss,consider and take appropriate action on proclaiming the week of September 5th through September 11th, 2016 as Suicide Prevention and Awareness Week in Williamson County.

22. Discuss, consider and take appropriate action on a resolution recognizing September 2016 as Preparedness Month in Williamson County.

23. Discuss, consider and take appropriate action on Williamson County Family Mealtime Month for the month of September

24. Discuss, consider and take appropriate action on cancelling commissioners court on September 27th, 2016.

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

26. Discuss, consider and take appropriate action regarding selection and funding of Roadway Corridor Projects

27. Discuss, consider and take appropriate action on Planning Agreement between TxDOT, CAMPO, and Williamson County.

28. Discuss, consider and take appropriate action on the transfer of 2013 Road Bond Funds per recommendation of Mike Weaver, Road Bond Manager in the amount of $1,500,000.00 from project SH 29 Bypass/Inner Loop (P243) to project SH 29 Bypass/Inner Loop Phase 1 (P453).

29. Discuss, consider, and take appropriate action on the transfers of 2006 Road Bond funds per the recommendations of Mike Weaver, Road Bond Manager to transfer $420,370.37 from Ronald Reagan Blvd. Phase III (P211) to Non-Departmental (P156), transfer $225,440.08 from Safety & Mobility (P177) to Non-Departmental (P156), transfer $546.50 from Right Of Way (P180) to Non-Departmental (P156), transfer $4,902.75 from Chandler Road Expansion (P255) to Non-Departmental (P156), and transfer $1,000,000.00 from CR 110 Improvements (P253) to Non-Departmental (P156).

30. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of -$102,204.39 for Bill Pickett Trail (East Williamson County Event Center Access Road), a Road Bond Project in Commissioner Pct. 4.

31. Discuss, consider and take appropriate action on an Order abandoning, releasing and vacating any interest that Williamson County may have in relation to the public utility easement situated on the northwest side of Lot 4A, Creek Side II, a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet O, Slide 206, Plat Records of Williamson County, Texas.

32. Discuss, consider and take appropriate action on a letter agreement with Marion Shipman regarding the CR 258 Improvement project. (Parcel 24)

33. 10:00 a.m. Public Hearing on proposed 2016 tax rate for Williamson County.

34. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Williamson County Municipal Utility District No. 30 and the County of Williamson, Texas.

35. 10:00 Conduct public hearing relating to a request by Judge Bill Gravell to increase the budgeted salary amount for the position of Court Clerk II Position 0091 in the Justice of the Peace Pct. 3 Office and discuss (1) the reason for the payment in excess of the budgeted amount is being offer to the employee, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.

36. Discuss, consider and take appropriate action on a request by Judge Bill Gravell to increase the budgeted salary amount for the position of Court Clerk II, position 0091 in the Justice of the Peace Pct. 3 Office from the budgeted annual salary amount of $29,998.55 to the increased salary amount of $31,750 for the remainder of the current fiscal year.

37. 10:00 Conduct public hearing relating to a request by Judge Bill Gravell to increase the budgeted salary amount for the position of Court Clerk II Position 0094 in the Justice of the Peace Pct. 3 Office and discuss (1) the reason for the payment in excess of the budgeted amount is being offer to the employee, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.

38. Discuss, consider and take appropriate action on a request by Judge Bill Gravell to increase the budgeted salary amount for the position of Court Clerk II, position 0094 in the Justice of the Peace Pct. 3 Office from the budgeted annual salary amount of $30,299.17 to the increased salary amount of $31,750 for the remainder of the current fiscal year.

39. Discuss, consider and take appropriate action approving the appointment of Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement between Owner and Construction Manager-at-Risk with J. T. Vaughn Construction, LLC relating to the Williamson County North Campus Project for any increase or decrease in cost of $30,000.00 or less in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications; and further authorize Dwayne Gossett to sign non-contractual permit applications associated with the construction of the project.

40. Discuss, consider and take appropriate action approving the appointment of Dale Butler, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement between Owner and Construction Manager-at-Risk with Chasco Constructors, LTD, L.L.P. relating to the Georgetown Annex Project for any increase or decrease in cost of $30,000.00 or less in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications; and further authorize Dale Butler to sign non-contractual permit applications associated with the construction of the project.

41.

Discuss, consider and take appropriate action approving the appointment of Gary Wilson, Director of Williamson County Facilities, with general authority to approve change orders for the Agreement between Owner and Construction Manager-at-Risk with American Constructors, Inc. relating to the Williamson County Sheriff's Office Training Center Project for any increase or decrease in cost of $30,000.00 or less in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications; and further authorize Gary Wilson to sign non-contractual permit applications associated with the construction of the project.

42. Discuss, consider and take appropriate action regarding installation agreement for card reader with Stanley Convergent Security Solutions, Inc. for the Williamson County Road and Bridge.

43. Consider approving the FY17 CSCD Co-Op Agreement.

44. Consider approving the FY17 CSCD CSR Memorandum of Understanding with no increase

45. Discuss, consider and take appropriate action regarding renewal of agreement between Texas Workforce Commission and Williamson County Constable, Pct. 3. Action includes authorizing County Judge to sign all related documentation.

46. Discuss, consider, and take appropriate action on an Agreement to extend Williamson County Professional Services Agreement for Jail Medical Services at the Williamson County Jail.

47. Discuss, consider, and take appropriate action on an Agreement to extend Williamson County Professional Services Agreement for Jail Dental Services at the Williamson County Jail.

48. Discuss, consider, and take appropriate action on an Agreement to extend Williamson County Professional Services Agreement for Jail Psychiatric Services at the Williamson County Jail.

49. Discuss and consider approving a contract with Family Eldercare.

50. Discuss, consider and take appropriate action on approving public services funding agreements as per the FY'17 adopted budget approved by Commissioner Court on August 30, 2016.

51. Discuss, consider and take appropriate action on the FY16/17 Budget Order.

52. To discuss and approve the termination of Manatron, Inc. - A Thomson Reuters Business contract/Statement of Work with the 30 day notice per the Termination of Convenience clause in Addendum No.1 Section1 regarding the County Clerk recording software Aumentum/GRM Recorder.

53. Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title - WIL042C – Damaged Roads

54. Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title - WIL041C Damaged Roads

55. Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title - WIL043B Emergency Protective Measures – Street Sweeping

56. Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title - WIL020C Damaged Roads

57. Discuss, consider and approve Fiscal Year 2017 Motorola Maintenance Services Contracts S00001018218; S00001025308; S00001018224; S00001018227.

58. Discuss, consider and take appropriate action on authorizing the renewal of Metal Beam Guard Fence, Contract 1507-002, for the same pricing, terms and conditions as the existing Contract, but with the addition of an updated Work Plan (Attachment A) to include two additional road locations, as well as On-Call Services for five additional roads for the term of September 8, 2016 - September 7, 2017, with RHB Construction. This renewal price will approximately cost $200,000. This price is expected, but not guaranteed.

59. Discuss, consider and take appropriate action on authorizing the renewal of Asphalt Mixes, Bid Number 1509-010, for the same pricing, terms and conditions as the existing Contract for the term of November 3, 2016 - November 2, 2017, with Austin Materials.

60. Discuss, consider and take appropriate action on approving fire alarm maintenance and inspection service contract per TXMAS Contract# TXMAS 5 03FAC010 between Williamson County Facilities and Simplex Grinnell.

61. Discuss, consider, and take appropriate action on exempting Election Systems and Software, LLC from the competitive bidding or proposal requirements established by Section 262.024 (a) (7) of the Texas Local Government Code, and designating Election Systems and Software, LLC. as the sole source provider of hardware, software, maintenance services and training for iVotronic voting equipment.

62. Discuss, consider, and take appropriate action on exempting VOTEC Corporation from the competitive bidding or proposal requirements established by Section 262.024 (a) (7) of the Texas Local Government Code, and designating VOTEC Corporation. as the sole source provider of software and maintenance for VoteSafe Electronic Poll Books.

63. Discuss, consider, and take appropriate action on approving contract for Zerto Replication Fine Tuning, Optimization, and Virtual Migration between Williamson County ITS and Freeit Data Solutions, Inc per DIR Contract# DIR-TSO-2716.

64. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for IFB# 1608-108, RM 620 Phase 2.

65. Discuss, consider, and take appropriate action on awarding IFB# 1607-105, Hauling Construction Materials for Williamson County Road and Bridge to the only bidder meeting all specifications and requirements of the bid, Statewide Materials.

66. Discuss, consider, and take appropriate action on approving purchase of Oracle software update and support services between Williamson County ITS and Mythics, Inc. per DIR Contract# DIR-TSO-2548 for a total purchase of $1,541,272.88, in five annual payments of $308,254.58 beginning in FY2017.

67. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the Sheriff's Forfeiture Fund - State and Local Funds:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0410.0000.352113	Seizures-State/Local	$32,603.86

68. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Sheriff's Forfeiture Fund - State and Local Funds:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0410.0413.003530	Investigative Supplies/Service	$32,603.86

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)."

69. 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) Project Fiji
e) Leander Medical Center
f) Project Monkey

70. 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 for proposed CR 110 project. (All sections)
i) Discuss the acquisition of real property: CR 258
j) Discuss the acquisition of real property: Inner Loop.
k) Discuss the acquisition of real property for County Facilities.
l) Discuss the acquisition of real property for DB Wood Rd. (Sneed Loop)
m) Discuss the acquisition of Easement interests on CR 240.
n) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
o) Discuss the acquisition of real property: Arterial H
p) Discuss the acquisition of easements on the Forest North project.
q) Discuss potential acquisition of property located at NEC of Toll 130 and Gattis School Rd.
r) Discuss utilities for CR 305 at IH 35 and Reagan at IH35 projects.
s) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
t) Discuss options for ingress and egress regarding access to Cedar Hollow 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.

71. 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.
e) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
f) County Road 241 utility and Right-of-Way Issues and matters;
g) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
h) 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
i) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
j) 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
k) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
l) Claims of Texas Association for Children and Families
m) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
n) Legislative changes to firearms laws and possession of firearms on county property
o) 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
p) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
q) Notice of claim and demand of Morgan Lee Roach.
r) Labor and employment law review of Employee Policy Manual provisions and amendments.
s) Berry Springs Park and Preserve pipeline
t) Discuss subrogation claims related to medical claims incurred during the County's contract with Allegiance Benefit Plan Management (TPA).
u) Discuss requirements related to health benefit plan.
v) 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
w) Cause No. 3SC-15-0150, Saturn v. Estate of Billy Maddox et al et al, In The Justice Court, Precinct 3, Williamson County, Texas
x) Discuss damage claim from Southwest Milam Water Supply Corporation.
y) Suit for declaratory judgment by the County Attorney's Office on behalf of Emergency Services to challenge the Attorney General's ruling in AG Letter Ruling No. OR2016-14927.

72. 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).

73. 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).

74. Discuss and take appropriate action concerning economic development.

75. Discuss and take appropriate action concerning real estate.

76. 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) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
g) County Road 241 utility and Right-of-Way Issues and matters;
h) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
i) 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
j) 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
k) 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
l) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
m) Claims of Texas Association for Children and Families
n) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
o) 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.
p) 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
q) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
r) Notice of claim and demand of Morgan Lee Roach.
s) Berry Springs Park and Preserve pipeline
t) 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).
u) Discuss requirements related to health benefit plan.
v) 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
w) Cause No. 3SC-15-0150, Saturn v. Estate of Billy Maddox et al et al, In The Justice Court, Precinct 3, Williamson County, Texas
x) Discuss, consider, and take appropriate action regarding damage claim from Southwest Milam Water Supply Corporation.
y) Suit for declaratory judgment by the County Attorney's Office on behalf of Emergency Services to challenge the Attorney General's ruling in AG Letter Ruling No. OR2016-14927.

77. 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.

78. Comments from Commissioners.

_____
Dan A. Gattis, County Judge

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

Commissioners Court - Regular Session **5.**

Meeting Date: 09/06/2016

Line Item Transfer

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

Original budget request for telephone was $420,000.00 as our monthly expeditures are $35,000 per month. Our telephone line item was reduced to $370,000.00. This transfer is needed to cover the remainder of our budget year. Also, with the network upgrade, more cable and supplies were needed.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0503-004505	Software Maintenance	$65,000.00
To	0100-0503-004211	Telephone	$50,000.00
To	0100-0503-003115	Computer Supplies	$5,000.00
To	0100-0503-003010	Computer Equipment < $5,000	$5,000.00
To	0100-0503-003012	Communications Equip < $5,000	$5,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/29/2016 02:04 PM
Budget Office	Ashlie Koenig	08/29/2016 02:51 PM
Budget Office	Ashlie Koenig	08/30/2016 02:45 PM
Form Started By: Tammy McCulley		Started On: 08/25/2016 03:14 PM
Final Approval Date: 08/30/2016		

Commissioners Court - Regular Session **6.**

Meeting Date: 09/06/2016

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

The vehicle repairs line is strictly for the CSR program vehicle. Since both lines are CSR program related, funds are asked to be moved to cover the cost of repairs to the CSR truck.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0572-004901	CSR program	1185.00
To	0100-0572-004541	Vehicle Repairs and Maintenanc	1185.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2016 02:37 PM
Budget Office	Ashlie Koenig	08/30/2016 02:46 PM
Form Started By: Melissa Ramos		Started On: 08/30/2016 10:34 AM
Final Approval Date: 08/30/2016		

Commissioners Court - Regular Session **7.**

Meeting Date: 09/06/2016

LIT

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is requested by the Public Affairs Offfice to cover the cost of professional photography services for marketing the EXPO Center.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0400.004350	Printed Materials and Binding	1000.00
To	0100.0400.004100	Professional Services	1000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	08/30/2016 02:37 PM
Form Started By: Rebecca Clemons		Started On: 08/30/2016 01:39 PM
Final Approval Date: 08/30/2016		

Commissioners Court - Regular Session **8.**

Meeting Date: 09/06/2016

Line Item Transfer

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

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Animal Services (Regional Animal Shelter) department.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545-0545-001107	Temp Labor	6000.00
To	0545-0545-004975	Animal Medical Care	6000.00
From	0545-0545-004976	Animal Disposal	125.00
To	0545-0545-004211	Telephone	125.00
From	0545-05450004999	Misc	229.22
From	0545-0545-004510	Facility Maint	1200.00
From	0545-0545-004976	Animal Disposal	300.00
To	0545-0545-004100	Professional Services	1729.22

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2016 02:37 PM
Budget Office	Ashlie Koenig	08/30/2016 02:50 PM
Form Started By: Cheryl Schneider		Started On: 08/30/2016 02:09 PM
Final Approval Date: 08/30/2016		

Commissioners Court - Regular Session **9.**

Meeting Date: 09/06/2016

LIT for Overtime

Submitted By: Jay Schade, 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

On July 12, 2016, item #38, the court approved Technology Services paying overtime instead of awarding comp time to some of our technicians who worked over a weekend on the network upgrade. (The dates stated in that agenda item are being corrected on today's agenda.) This LIT is to pay that overtime earned in compliance with the court's approval.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0503-001100	F/T Salaries	$1020.26
To	0100-0503-001110	Overtime	$1020.26

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 09:25 AM
Budget Office	Ashlie Koenig	09/01/2016 11:31 AM
Form Started By: Jay Schade		Started On: 08/31/2016 04:11 PM
Final Approval Date: 09/01/2016		

Commissioners Court - Regular Session **10.**

Meeting Date: 09/06/2016

Line Item Transfer for Emergency Management

Submitted For: Jarred Thomas **Submitted By:** Kelly Luna, EMS

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

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

Background

Emergency Management is requesting a line item transfer to Small Equipment & Tools (3001) to facilitate end of year purchases.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100-0541-3900	Membership Dues	$1,500.00
To:	0100-0541-3001	Small Equipment and Tools	$1,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 10:03 AM
Budget Office	Ashlie Koenig	09/01/2016 11:31 AM
Form Started By: Kelly Luna		Started On: 09/01/2016 09:51 AM
Final Approval Date: 09/01/2016		

Commissioners Court - Regular Session **11.**

Meeting Date: 09/06/2016

Discuss, consider, and take appropriate action on line item transfer for Constable Pct 4

Submitted By: Mark Birchard, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on line item transfer for Constable Pct 4

Background

This LIT is to cover the funds needed to pay TAC for Vehicle Insurance Deductible invoice that is due.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0554-003010	Comp Equip	$1,000
To	0100-0554-004415	Insurance Deduct	$1,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 11:25 AM
Budget Office	Ashlie Koenig	09/01/2016 11:32 AM
Form Started By: Mark Birchard		Started On: 09/01/2016 10:04 AM
Final Approval Date: 09/01/2016		

Commissioners Court - Regular Session **12.**

Meeting Date: 09/06/2016

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

The requested line item transfer is to provide funding for continuing inmate medical expenses that include hospitalization, ambulance transfers, TB testing, and lab work. The significant increase in jail average daily population has resulted in these expenditures. The requested vehicle repair line item transfer is to cover reimbursed TAC proceeds.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003003	Radio Equipment	$3,300.00
From	0100.0570.004413	Personal Liability Insurance	$944.00
From	0100.0570.005730	Radio Equipment >$5,000	$8,010.08
From	0100.0570.005000	Capital Outlay >$,5000	$20,000.00
To	0100.0570.004541	Vehicle Repairs	$2,000.00
To	0100.0570.003316	Medical/Hospitalization	$30,254.08

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 11:25 AM
Budget Office	Ashlie Koenig	09/01/2016 11:33 AM
Form Started By: Peggy Braun		Started On: 09/01/2016 10:38 AM
Final Approval Date: 09/01/2016		

Commissioners Court - Regular Session **13.**

Meeting Date: 09/06/2016

Line Item Transfer

Submitted By: Shirley Taylor, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Consent

Information

Agenda Item

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

Background

To purchase a lift to be shared with Parks;

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0509-003105	Paper Supplies	11000.00
From	0100-0509-003318	Janitorial Supplies	31000.00
To	0100-0509-005003	Equipment > $5000	42000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 11:43 AM
Budget Office	Ashlie Koenig	09/01/2016 11:52 AM
Form Started By: Shirley Taylor		Started On: 09/01/2016 11:29 AM
Final Approval Date: 09/01/2016		

Commissioners Court - Regular Session **14.**

Meeting Date: 09/06/2016

Technology Services Overtime - Date Correction

Submitted By: Jay Schade, Information Technology

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

Discuss and take action to acknowledge correction of dates for Agenda Item #38 on the July 12, 2016 Commissioners Court agenda, removing dates 8/5/16-8/12/16 and replacing them with 8/12/16-8/25/16.

Background

The court approved item #38 on the July 12, 2016 agenda which allowed Technology Services to pay overtime in lieu of comp time to technicians working over the week of 8/5/16- 8/12/16. We had to reschedule that work for the following pay period and need to correct the dates accordingly.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2016 02:37 PM
Form Started By: Jay Schade		Started On: 08/30/2016 12:00 PM
Final Approval Date: 08/30/2016		

Commissioners Court - Regular Session **15.**

Meeting Date: 09/06/2016

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 (2) Calculators, (1) Stapler, (1) Check Stacker, (1) Pencil Sharpener, (2) Desktop Computers, (1) Laptop, (1) Docking Station, (1) Keyboard, (1) Scanner, (3) Printers, (2) Computer Stands, (2) Boxes of Misc. Office Supplies, (1) Under desk Shelf, (10) Dell Monitors, (5) Washing Machines, (see attached list) pursuant to Tx. Local Gov't Code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2016 02:37 PM
Form Started By: Jayme Jasso		Started On: 08/30/2016 10:44 AM
Final Approval Date: 08/30/2016		

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Canon Calculator	MP11DX		Working
1	Casio Calculator	HR-100TM		Non-Working
1	Bostitch Electric Stapler	02210		Non-Working
1	Shear Tech Check Stacker	MJ-2500		Working
1	Bostitch Electric Pencil Sharpener			Non-Working

Parties involved:

FROM (Transferor Department): Treasurer

Transferor - Elected Official/Department Head/ Authorized Staff:

Jerri Jones
Print Name

Signature

August 26, 2016
Date

Contact Person:

Tina Zander
Print Name

+1 (512) 943-1583
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Desktop Computer	2TKOPS1	C03280	Working
1	Dell Desktop 3139H HDOComputer	4NMNHS1	C03166	Working
1	Dell Laptop	3139H HDO	C02751	Working
1	Dell Docking Station	QAD0126201550		Working
1	Logitec Keyboard			Non-Working

Parties involved:

FROM (Transferor Department): Treasurer

Transferor - Elected Official/Department Head/ Authorized Staff:

Jerri Jones
Print Name

Signature

August 26, 2016
Date

Contact Person:

Tina Zander
Print Name

+1 (512) 943-1583
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Canon Scanner DR-6010C	M11072		Non-Working

Parties involved:

FROM (Transferor Department): Treasurer

Transferor - Elected Official/Department Head/ Authorized Staff:

Jerri Jones
Print Name

Signature

August 26, 2016
Date

Contact Person:

Tina Zander
Print Name

+1 (512) 943-1583
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP Laser Jet 4250n Printer	Q5401A		Non-Working
2	Computer Stands			Working
2	Boxes of Misc. Office Supplies			Working
1	Under desk keyboard shelf			Working
1	Dell Monitor	CN-0Y4299-71618-SBN-C880		Non-Working

Parties involved:

FROM (Transferor Department): JP2

Transferor - Elected Official/Department Head/ Authorized Staff:

Judge Edna Staudt
Print Name

Signature

Date

Contact Person:

AUG 24 2016

Sheri Friedman
Print Name

+1 (512) 260-4253
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP Laser Jet 600 M602	CE991A		Working
1	HP Laser Jet 600 M602	CE991A		Working

Parties involved:

FROM (Transferor Department): JP2

Transferor - Elected Official/Department Head/ Authorized Staff:

Judge Edna Staudt
Print Name

Signature

Date

Contact Person:

AUG 24 2016

Sheri Friedman
Print Name

+1 (512) 260-4253
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 8/24/09

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)
9	DELL Monitors			Working
				Working
				Working

Parties involved:

FROM (Transferor Department): Williamson County Sheriff's Office - CIT

AUG - 2016

Transferor - Elected Official/Department Head/ Authorized Staff:

LC MARSHALL
Print Name

LC Marshall 8-21-16
Signature Date

Contact Person:

Virginia Johnson
Print Name

+1 (512) 943-1624
Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 8/24/09

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Wash Machine M #HSWP1000MW4WW	FF107930H	CT1100	Working
1	Wash Machine GLWN2800D1WS	HA189724G	CT0796	Working
1	Wash Machine GLWN28000DIWS	HA189021G	CT0795	Working
1	Wash Machine GLWN28000DIWS	HA104733G	CT0792	Non-Working
1	Wash Machine MAT12PSLWW	13026405LC	CT0791	Working

Parties involved:

FROM (Transferor Department): Central Texas Treatment Center, 601 Alligator Lane, Granger Texas, 76530

Transferor - Elected Official/Department Head/ Authorized Staff:

Raymond Cruthis, Assistant Director
Print Name

Steve Morrison Director Adult Probation
Signature

8/22/16
Date

Contact Person:

Raymond Cruthis
Print Name

1-512-943-33506
+1 (512) 943-3782
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Auction – Funds have to go back to CSCD

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: (per kathy purchased w/ state funds)

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session **16.**

Meeting Date: 09/06/2016

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 though inter-departmental transfer including, (4) Folding Tables, (2) Desks, (2) Book Shelves, (1) 4 drawer file Cabinet, (2) Rolling TV carts,(see attached list) pursuant to Tx. Local Gov't Code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2016 02:37 PM
Form Started By: Jayme Jasso		Started On: 08/30/2016 11:03 AM
Final Approval Date: 08/30/2016		

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
4	Folding Tables			
2	Light Wood Desks			
2	Wood Bookshelfs			
1	4 Drawer Lateral File Cabinet			
2	Rolling TV Carts			

Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/ Authorized Staff:

Tony Hill
Print Name

Signature

Date

Contact Person:

Tony Hill
Print Name

943-3314
Phone Number

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

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

Randy Ball
Print Name

X
Signature

8/19/16
Date

Contact Person:

Clint Chitsey
Print Name

512-943-1944
Phone Number

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session **17.**

Meeting Date: 09/06/2016

Discuss consider and take appropriate action on approval of the final plat for the Missian Oaks Phase 5 subdivision - Pc 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 Missian Oaks Phase 5 subdivision - Pct 3

Background

This is the next section of the Mission Oaks development. It consists of 25 single family lots and 1,349 feet of new public roads. Roadway construction is not yet complete, but a letter of credit in the amount of $467,742.40 has been posted with the County to cover the cost of the remaining construction.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mission Oaks Phase 5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 09:26 AM
Form Started By: Katheryn Cromwell		Started On: 09/01/2016 09:06 AM
Final Approval Date: 09/01/2016		

These drawings are the sole property of STEGER BIZZELL. The use of these drawings is hereby restricted to the original site for which they were prepared. Reproduction or reuse of these drawings in whole or in part without written permission of STEGER BIZZELL is strictly prohibited.

SCALE: 1"=100'

DETENTION POND

128.38 AC.
GW GEORGETOWN PROPERTY, LP
DOC. #2006067253

AMENDED
MISSION OAKS PHASE IV
DOC. #2015012308

14.995 AC.
ALSON L. MOWDY a/k/a
AL L. MOWDY and spouse,
JEAN A. MOWDY AND
JOSHUA GRATTEN MOWDY and spouse,
LAURA DANIELLE MOWDY
DOC. #2007069200

1.56 AC
ALBERT M. RUMLEY
DOC. #2006091360

8.39 AC
THANE J. THORNTON and
KIM THORNTON
DOC.# 2000007259

19.52 AC
DENNIS SAWYER and wife
JAYNE SAWYER
VOL.1595, PAGE 635

501.59 AC.
PARMER RANCH PARTNERS, L.P.
DOC. #2002073008

BLOCK D

BLOCK C

SAN JUAN DRIVE (60' R.O.W.)

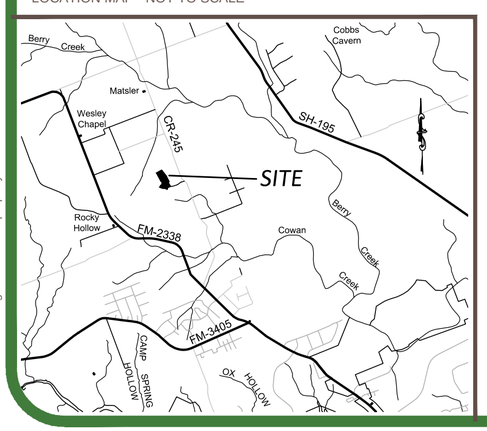
CAMP VERDE DRIVE (60' R.O.W.)

TEMPORARY CUL-DE-SAC
SECTION IV

LOT 39 1.01 Ac.
LOT 40 1.00 Ac.
LOT 41 1.01 Ac.
LOT 42 1.00 Ac.
LOT 43 1.01 Ac.
LOT 44 1.01 Ac.
LOT 45 1.02 Ac.
LOT 46 1.03 Ac.
LOT 47 1.01 Ac.
LOT 48 1.00 Ac.
LOT 49 1.00 Ac.
LOT 50 1.02 Ac.
LOT 51 1.41 Ac.
LOT 52 1.45 Ac.
LOT 53 1.07 Ac.
LOT 54 1.02 Ac.
LOT 55 1.01 Ac.
LOT 56 1.00 Ac.
LOT 57 1.01 Ac.
LOT 58 1.01 Ac.
LOT 59 1.01 Ac.
LOT 60 1.00 Ac.
LOT 61 1.01 Ac.
LOT 62 1.02 Ac.
LOT 63 1.02 Ac.

Curve Table				
Curve #	Radius	Length	Chord	Chd Brg
C1	25.00'	39.27'	35.36'	N65° 23' 50"W
C2	70.00'	353.38'	81.05'	S69° 36' 10"W
C3	25.00'	23.83'	22.94'	N06° 54' 50"E
C4	70.00'	20.78'	20.70'	N25° 43' 20"E
C5	70.00'	108.31'	97.82'	N27° 06' 50"W
C6	70.00'	92.72'	86.09'	S70° 37' 20"W
C7	70.00'	38.48'	37.99'	S16° 55' 10"W
C8	70.00'	82.26'	77.61'	S32° 29' 30"E
C9	70.00'	10.83'	10.82'	S70° 35' 20"E
C10	25.00'	23.83'	22.94'	S47° 42' 30"E
C11	25.00'	39.27'	35.36'	S24° 36' 10"W

LOCATION MAP - NOT TO SCALE



LEGEND

- ● - IRON PIN FOUND
- ○ - IRON PIN SET
- P.U.E. - PUBLIC UTILITY EASEMENT
- B.L. - BUILDING LINE
- D.E. - DRAINAGE EASEMENT
- O.S.S.F. - ON SITE SEWAGE FACILITY

MISSION OAKS

PHASE V

A 28.29 Acre Subdivision situated in the
Charles H. Delaney Survey Abstract No. 181
Williamson County, Texas

STEGER BIZZELL

ADDRESS 1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
METRO 512.930.9412 | TEXAS REGISTERED ENGINEERING FIRM F-181 TBPLS FIRM No.10003700 | WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

JOB No. 21925 DATE: NOVEMBER,2015 SHEET 1 of 3

DRAWN BY:	REVIEWED BY: PJS	APPROVED BY:

These drawings are the sole property of STEGER BIZZELL. The use of these drawings is hereby restricted to the original site for which they were prepared. Reproduction or reuse of these drawings in whole or in part without written permission of STEGER BIZZELL is strictly prohibited.

GENERAL NOTES

1. Total Acreage: 28.29 AC.
2. Number of lots: 25
3. Number of blocks: 1
4. Water, Wastewater and Electric service will be provided by the following:
   A. Water Service: City of Georgetown.
   B. Wastewater/Sewage: On-Site sewage facilities (O.S.S.F.). All lot property owners will comply with 50 TAC Chapter 205 Regarding the installation, operation, and maintenance of on-site sewage facilities and required setbacks from potable water supply lines.
   C. Electric Service: Pedernales Electric Cooperative, Inc.
   D. Telephone Service: IMBARC.
5. In order to promote drainage away from the structure, the slab elevation must be built at least 18-inches above the highest spot elevation that is located within 10 feet outside the perimeter of the building and 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.
6. Maintenance of drainage and berm easements shall be the responsibility of the property owner or his assigns.
7. There shall be a 15' Public Utility Easement (P.U.E.) adjacent to all street right-of-ways and a 5' P.U.E. adjacent to all side and rear lot lines.
8. No lot in this subdivision is encroached by any special Flood Hazard areas inundated by the 100 Year Flood as identified by the U.S. Federal Emergency Management Agency boundary maps, (Flood Insurance Rate Map), Community panel Numbers 48491C0275E and 48491C0100E effective date September 26, 2008 for Williamson County, Texas.
9. No construction in the subdivision may begin until the Texas Commission on Environmental Quality (TCEQ) has approved the Contributing Zone Plan (CZP) in writing.
10. Onsite sewage facilities must be designed by a Registered Professional Engineer or Registered Sanitarian.
11. This plat was initiated by the filing of the Preliminary Plan for Mission Oaks Subdivision on April 17, 2006 with Williamson County pursuant to Chapter 232 Local Government Code and before this plat was brought within the boundaries of the Extra Territorial Jurisdiction (ETJ) of the City of Georgetown. Accordingly, pursuant to Section 242.001 (c) and Section 245.002 Local Government Code, all permits for development within this subdivision plat shall be subject only to the regulatory requirements applicable to this plat on April 17, 2006.
12. In approving this plat by the Commissioner's Court of Williamson County, Texas, it is understood that the building of all streets, roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owners of the tract of land governed by this plat in accordance with the plans and specifications prescribed by the Commissioner's Court of Williamson County, Texas. Said Commissioner's Court assumes no obligation to build any of the streets, roads, or other public thoroughfares shown on this plat or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system and streets.
13. The county assumes no responsibility for the accuracy of representations by other parties in this plat. Flood plain data, in particular, may change depending on subsequent development. It is further understood that the owners of the tract of land covered by the plat must install at their own expense all traffic control devices & signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the County.
14. All public roadways and easements as shown on the plat are free of liens. Required release of liens shall be provided to the Commissioners' Court.
15. Residential driveways are to be located no closer to the corner of intersecting rights of way than 60 percent of parcel frontage or 50 feet, whichever is less. One-way "circular" driveways shall be prohibited on two-way undivided streets.
16. No structure or land in this plat shall hereafter be located or altered without first obtaining a certificate of compliance from the Williamson County Floodplain Administrator.
17. Where rural route mailboxes are in use, such boxes shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within county arterial right-of-way shall meet the current TxDOT standards. Any mailbox that does not meet this requirement may be removed by Williamson County.
18. Driveway and Street Culvert Sizing:

Location	Approximate Flow	Culvert/Pipe Size
Lots 62 & 63, Block D	<8 CFS	Dip Driveway w/ 10:1 Slopes
Lots 60 & 61, Block D	8-20 CFS	24"Ø Pipe

19.

STREET	LENGTH	DESIGN SPEED
San Juan Drive	1,349 L.F.	30 m.p.h.

MISSION OAKS

PHASE V

A 28.29 Acre Subdivision situated in the
Charles H. Delaney Survey Abstract No. 181
Williamson County, Texas

STEGER BIZZELL

ADDRESS 1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
METRO 512.930.9412 | TEXAS REGISTERED ENGINEERING FIRM F-181 TBPLS FIRM No.10003700 | WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

DRAWN BY: | REVIEWED BY: PJS | APPROVED BY:

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Perimeter Description

BEING 28.29 acres of land, situated in the Charles H. Delaney Survey, Abstract No. 181, in Williamson County, Texas, said land being a portion of that certain tract of land, called 128.38 acres, as conveyed to GW Georgetown Property, L.P., by deed recorded as Document No. 2006067253 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of February, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found marking the Northwest corner of the above-referenced 128.38 acre GW Georgetown Property L.P., tract, being on the east line of that certain tract of land, called 8.39 acres, as conveyed to Thane J. Thornton and Kim Thornton by deed recorded as Document No. 2000007259 of the Official Public Records of Williamson County, Texas, being the Southwest corner of that certain tract of land, called 1.56 acres, as conveyed to Albert M. Rumley by deed recorded as Document No. 2006091360 of the Official Public Records of Williamson County, Texas, for the Northwest corner hereof;

THENCE, along the north line of the said 128.38 acre GW Georgetown Property, L.P., tract, N 68°55'00" E, 306.23 feet to an iron pin found marking the Southeast corner of the said 1.56 acre Rumley tract, being the Southwest corner of that certain tract of land, called 14.995 acres, as conveyed to Alson L. Mowdy a/k/a Al L. Mowdy and spouse, Jean A. Mowdy and Joshua Gratten Mowdy and spouse, Laura Danelle Mowdy by deed recorded as Document No. 2007069200 of the Official Public Records of Williamson County, Texas, and continuing along the south line of the said 14.995 acre Mowdy tract, N 69°00'10" E, 213.93 feet to an iron pin found marking the Northwest corner of Lot 25, Block D, of Amended Mission Oaks, Phase IV, a subdivision of record as Document No. 2015012308 of the Official Public Records of Williamson County, Texas, for the Northeast corner hereof;

THENCE, along the west line of the said Block D, of Amended Mission Oaks, Phase IV, S 20°29'00" E, 184.38 feet to an iron pin found; S 86°56'30" E, 308.74 feet to an iron pin found and S 20°22'45" E, 1,371.06 feet to an iron pin found on the north line of Camp Verde Drive, marking the Southwest corner of the said Block D of Amended Mission Oaks, Phase IV, for the Southeast corner hereof;

THENCE, along the said north line of Camp Verde Drive, S 69°36'15" W, 747.13 feet to an iron pin found on the west line of the said 128.38 acre GW Georgetown Property, L.P., tract, being an easterly line of that certain tract of land, called 501.59 acres, as conveyed to Parmer Ranch Partners, L.P., by deed recorded as Document No. 2002073008 of the Official Public Records of Williamson County, Texas, marking the Northwest corner of the said Camp Verde Drive, for the Southwest corner hereof;

THENCE, along the said west line of the 128.38 acre GW Georgetown Property, L.P., tract, being the said easterly line of the 501.59 acre Parmer Ranch Partners, L.P., tract, N 20°36'10" W, 245.44 feet to an iron pin found and N 27°28'10" W, 133.30 feet to an iron pin found marking the most easterly Northeast corner of the said 501.59 acre Parmer Ranch Partners, L.P., tract, being the Southeast corner of that certain tract of land called 19.52 acres, as conveyed to Dennis Sawyer and wife, Jayne Sawyer, by deed as recorded in Volume 1595, Page 635, of the Official Public Records of Williamson County, Texas; N 22°05'50" W, 784.99 feet to an iron pin found marking the Northeast corner of the said 19.52 acre Sawyer tract, being the Southeast corner of the said 8.39 acre Thornton tract and N 22°08'30" W, 510.29 feet to the Place of BEGINNING and containing 28.29 acres of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

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

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 5th day of May, 2016, A.D.

Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas

STATE OF TEXAS REGISTERED PATRICK J. STEVENS 5784 PROFESSIONAL LAND SURVEYOR

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

I, Curtis R. Steger, Registered Professional Engineer, in the State of Texas, do hereby certify that this subdivision is not in the Edwards Aquifer Recharge Zone and is not encroached by a Zone A flood area, as denoted hereon, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community-Panel Numbers 48491C0275E and 48491C0100E effective date September 26, 2008.

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 Georgetown, Williamson County, Texas, this the 5th day of May, 2016, A.D.

Curtis R. Steger
Professional Engineer, No. 87905
State of Texas

STATE OF TEXAS CURTIS R. STEGER 87905 LICENSED PROFESSIONAL ENGINEER

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

That GW Georgetown Property, L.P. A Texas Limited Partnership acting herein by and through its duly authorized general partner GW Georgetown Management, L.L.C., A Texas Limited Liability Company being the owners of the certain tract of land shown hereon and described in a deed, recorded in _____ of the Deed Records of Williamson County, Texas, do hereby state that there are no lien holders of that certain tract of land, and do hereby subdivide said tract of land as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County the streets, alleys, rights-of-way, easements, public places shown hereon for such public purposes as Williamson County may deem appropriate, and acknowledge responsibility to assure compliance with 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 applicable Municipal Watershed ordinances. This subdivision is to be known as MISSION OAKS SUBDIVISION PHASE V.

TO CERTIFY WHICH, WITNESS by my hand this 5th day of May, 2016.

Donald C. Walden
GW Georgetown Property. L.P.
A Texas Limited Partnership
By: GW Georgetown Management, L.L.C.,
A Texas Limited Liability Company,
Its General Partner
P.O. Box 342437
Austin, Tx 78734

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

Before me, the undersigned authority, on this day personally appeared Donald C. Walden, 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 the 5th day of May, 2016, A.D.

Notary Public in and for the State of Texas
My Commission Expires on: 11.22.18

State of Texas
Notary Public
Jennifer Sparks
My Commission Expires 11/22/2018

WILLIAMSON COUNTY HEALTH DEPARTMENT

Based upon the representations of the engineer or surveyor whose seal is affixed hereto, and after review of the plat as represented by the said engineer or surveyor, I find that this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County and Cities Health District and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated within it.

Deborah L. Marlow, RS — 5/13/2016
Deborah L. Marlow, RS, OS0029596 — Date
Director
Environmental Health Services, WCCHD

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON {

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

_____ _____
Dan A. Gattis, County Judge — Date

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

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate was filed for record in my office on the_____ day of_____, 20__, A.D., at_____o'clock,__ .m. and duly recorded on the_____ day of_____, 20___ , A.D., at ___ o'clock, ___.m. in the Plat Records of said County in Document No._____.

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

Nancy Rister, Clerk
County Court of Williamson County, Texas

By:_____Deputy

MISSION OAKS

PHASE V

A 28.29 Acre Subdivision situated in the
Charles H. Delaney Survey Abstract No. 181
Williamson County, Texas

STEGER BIZZELL

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SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

JOB No. 21925 DATE: NOVEMBER,2015 SHEET 3 of 3

DRAWN BY:	REVIEWED BY:	APPROVED BY:

Commissioners Court - Regular Session **18.**

Meeting Date: 09/06/2016

Compensation Items

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving compensation changes, position title changes, position grade changes and any corresponding line item transfers.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Compensation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 12:04 PM
Form Started By: Tara Raymore		Started On: 09/01/2016 08:25 AM
Final Approval Date: 09/01/2016		

Commissioners Court Agenda Items

Department	PCN	EE ID	Account Number	Budget Amoun	Requested	Amount	% Increase	Reason for Change	Salaries From	Effective Date
Information Technology Services	0950	11646	0100-0503-001100	$53,498.12	$55,103.10	$1,604.98	3.0001%	Merit	Unallocated 001100	8/26/16
Information Technology Services	1629	13658	0100-0503-001100	$48,239.88	$50,651.87	$2,411.99	5.0000%	Merit	Unallocated 001100	8/26/16
Animal Services	1752	Vacant	0100-0545-001100	$31,990.61	$32,145.15	$154.54	0.4831%	Increase vacant position salary	Unallocated 001100	8/26/16
Juvenile Services	1134	Vacant	0100-0576-001100	$34,112.00	$35,831.24	$1,719.24	5.04%	Increase vacant position salary	Unallocated 001100	8/26/16
Parks	1200	Vacant	0100-0510-001100	$36,604.05	$36,604.05	0	0.0000%	Title Change / New Duties: Change from Insp/CSR Supervisor to Parks Shop & Safety Technician	Unallocated 001100	8/26/16
Const. 1	0272	Vacant	0100-0551-001105	$61,179.33	$66,222.47	$5,043.14	8%	Position is vacant: promotional opportunity for tenured EE: Step is moving from L2.4 to L2.10	From Pos 0268	8/30/16
Const. 1	0268	11694	0100-0551-001105	$62,473.46	$55,474.65	$6,998.81 surplus	-11%	Decreasing position from L1.10 to L1.4	N/A	8/30/16

Commissioners Court - Regular Session **19.**

Meeting Date: 09/06/2016

CAAS accreditation recognition

Submitted For: Kenny Schnell **Submitted By:** Kenny Schnell, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging Williamson County EMS granted accreditation by the Commission on Accreditation of Ambulance Services.

Background

Williamson County EMS is pleased to announce that it was granted accreditation by the Commission on Accreditation of Ambulance Services (CAAS). Williamson County EMS joins an elite group of only nine out of 782 Texas EMS systems and 175 out of approximately 16,000 EMS systems in the United States to be granted this accreditation.

The accreditation process requires the completion of a comprehensive application and on-site review by national experts in Emergency Medical Services. CAAS extended the accreditation to Williamson County EMS for outstanding achievement in compliance with national standards for best practices in the Emergency Medical Services industry.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 11:25 AM
Form Started By: Kenny Schnell		Started On: 09/01/2016 11:06 AM
Final Approval Date: 09/01/2016		

Commissioners Court - Regular Session **20.**

Meeting Date: 09/06/2016

September as Childhood Cancer Month

Submitted For: Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on proclaiming September 2016 as Childhood Cancer Awareness Month.

Background

Proclamation is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2016 Childhood Cancer Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 11:43 AM
Form Started By: Rachel Rull		Started On: 09/01/2016 11:26 AM
Final Approval Date: 09/01/2016		

State of Texas

County of Williamson

Know all men by these presents:

THAT ON THIS, the 6th day of September 2016, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

Dan A. Gattis, County Judge
Lisa Birkman, Commissioner, Precinct One
Cynthia 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

PROCLAMATION

WHEREAS, childhood cancer is the number one disease killer and second leading cause of death (exceeded only by accidents) of children; and

WHEREAS, on any given school day, 46 young people or two classrooms of students are diagnosed with cancer; and

WHEREAS, every year more than 15,000 children are diagnosed with cancer; and

WHEREAS, one in every 285 persons in the United States will develop cancer before their 20th birthday; and

WHEREAS, every year over 3,000 children under the age of 20 lose their lives to cancer; and

WHEREAS, our children are our most precious resource and are truly golden in our hearts; and

WHEREAS, "Go Gold" is an initiative to started to raise awareness of National Childhood Cancer month by encouraging residents to hang a gold ribbon in their yard and/or place of work or by changing their front door light bulb to gold/yellow during the month of September; now, therefore be it

PROCLAIMED, that the Williamson County Commissioners Court declares the month of September 2016, as

National Childhood Cancer Awareness Month

in Williamson County, Texas and ask residents to join us as we "Go Gold" by lighting the dome of the historic courthouse with a golden light for the month of September 2016.

PROCLAIMED THIS 6th DAY OF SEPTEMBER, 2016

Attest: _____

Nancy E. Rister
Williamson County Clerk

_____

Dan A Gattis
Williamson County Judge

Commissioners Court - Regular Session **21.**

Meeting Date: 09/06/2016

Suicide Prevention and Awareness Week

Submitted For: Mary Clark **Submitted By:** Mary Clark, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss,consider and take appropriate action on proclaiming the week of September 5th through September 11th, 2016 as Suicide Prevention and Awareness Week in Williamson County.

Background

See attached proclamation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/29/2016 03:17 PM
Form Started By: Mary Clark		Started On: 08/17/2016 10:44 AM
Final Approval Date: 08/29/2016		

That on the 6th day of September, 2016 the Commissioners Court of Williamson County, Texas met in a 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:

PROCLAMATION

WHEREAS, the Williamson County Commissioners Court recognizes suicide as a public health problem; and

WHEREAS, a report from the American Association of Suicidology, states that 42,773 people reportedly lost their lives to suicide in the United States in 2014, and in that same year, in Texas, an estimated 3,254 people lost their lives to suicide; and

WHEREAS, that report reflects approximately 1 person every 12.3 minutes in our nation will take their own life; and

WHEREAS, also in that same report, it is estimated that 15.09 million people in the United States today are survivors of suicide; and

WHEREAS, the stigma associated with mental illness and suicidality works against prevention by discouraging persons at risk from seeking life-saving help and further traumatizes survivors of suicides; and

WHEREAS, suicide is preventable and the stigma associated with being a consumer of mental health, substance abuse, and suicide prevention services should be eliminated; and

WHEREAS, statewide suicide prevention efforts have been and should continue to be developed and encouraged; and

WHEREAS, we encourage local strategies to implement training for the recognition of at-risk behavior and for the delivery of effective treatment; and

WHEREAS, community partners such as the Williamson County Mental Health Task Force, the Youth Suicide Prevention Sub-Committee, Alan's Hope Project, Bluebonnet Trails Community Services, Pick with Austin, the Williamson County's Mobile Outreach Team & Crisis Intervention Team, Veteran Services, local private facilities, and other organizations as well as passionate individuals are dedicated to reducing the frequency of suicide attempts and deaths and the pain loved ones endure; and

WHEREAS, we strive for healthy and empowered individuals and families in our community through education and awareness of programs that provide services that include prevention, treatment, and support services. We recognize that the ARTS play an important role in our mental health wellbeing. And, we continue to research and evaluate ways to bring awareness and services to the citizens of Williamson County.

NOW, THEREFORE, BE IT PROCLAIMED; that the Williamson County Commissioners Court hereby designates September 5th – 11th, 2016 as:

"Suicide Prevention and Awareness Week"

and encourages all residents to spread a message of HOPE by helping friends and family members when in need and telling others of services available in the community; and furthermore invites the public to attend a Ceremony of Hope & Mural Unveiling on Thursday, September 8th, 2016 at 4:00 p.m. at 2001 N. Mays Street in Round Rock, Texas.

PROCLAIMED THIS 6TH DAY OF SEPTEMBER 2016.

Signed:

_____
Dan A. Gattis, County Judge

Commissioners Court - Regular Session **22.**

Meeting Date: 09/06/2016

National Preparedness Month Resolution

Submitted For: Dan Gattis **Submitted By:** Connie Watson, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution recognizing September 2016 as Preparedness Month in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 09:26 AM
Form Started By: Connie Watson		Started On: 09/01/2016 08:47 AM
Final Approval Date: 09/01/2016		

State of Texas

County of Williamson

Know all men by these presents:

THAT ON THIS, the 6th day of September, 2016, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

Dan A. Gattis, County Judge
Lisa L. Birkman, Commissioner, Precinct One
Cynthia 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

Whereas, Texas has more natural disasters than any other state. This year alone, Texas has endured four major disasters and could equal or surpass the 1979 record, when five major disasters occurred in a single year; and,

Whereas, particularly disturbing is the tragic loss of life that so often is associated with disasters; and,

Whereas, destructive events such as hurricanes, tornadoes, floods, wildfire, pandemics, acts of terrorism and cyberattacks can occur with little if any warning; and,

Whereas, in each of these circumstances, preparedness is the key to being ready to face threats and reduce the loss of life and property; and,

Whereas, preparedness responsibilities are shared by all residents. Families can help minimize the impact of disasters and emergencies by preparing themselves, their family members and their communities for the unpredictable nature of these incidents; and,

Whereas, all Williamson County residents are encouraged to develop and practice emergency plans that include a communications strategy and emergency meeting locations; and,

Whereas, all Williamson County residents should build a three-day disaster preparedness kit for homes and vehicles which should contain supplies of food, water, medicine and important documents along with other essential items; and,

Whereas, special preparedness considerations and steps should be taken for young children, seniors, and those with access and functional needs, those with medical devices and family pets; and,

Whereas, at this time, we urge all Williamson County residents to remain mindful of the dangers presented by natural and man-made disasters. Potential threats may change rapidly, therefore, it is important to stay informed and follow instructions from local officials and emergency management personnel, for together we stand ready; and,

Therefore be it resolved, the Williamson County Commissioners Court declares the month of September, 2016, to be PREPAREDNESS MONTH in honor of those men and women who train and prepare daily for the safety and wellbeing of the residents of Williamson County, Texas, and urge the appropriate recognition whereof.

RESOLVED THIS 6th DAY OF SEPTEMBER, 2016.

Attest: _____ _____

Nancy E. Rister
Williamson County Clerk

Dan A. Gattis
Williamson County Judge

Commissioners Court - Regular Session **23.**

Meeting Date: 09/06/2016

Discuss, consider and take appropriate action on Williamson County Family Mealtime Month for the month of Septembe

Submitted By: Angela Dismukes, Ag Extension

Department: Ag Extension

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Williamson County Family Mealtime Month for the month of September

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	08/10/2016 11:03 AM
Form Started By: Angela Dismukes		Started On: 08/05/2016 08:26 AM
Final Approval Date: 08/10/2016		

Commissioners Court - Regular Session **24.**

Meeting Date: 09/06/2016
Court Date
Submitted By: Wendy Coco, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on cancelling commissioners court on September 27th, 2016.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	08/31/2016 09:44 AM
Form Started By: Wendy Coco		Started On: 08/31/2016 09:43 AM
Final Approval Date: 08/31/2016		

Commissioners Court - Regular Session **25.**

Meeting Date: 09/06/2016

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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	08/10/2016 11:03 AM
Form Started By: Lydia Linden		Started On: 08/05/2016 01:10 PM
Final Approval Date: 08/10/2016		

Commissioners Court - Regular Session **26.**

Meeting Date: 09/06/2016

selection and funding of corridor projects

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 regarding selection and funding of Roadway Corridor Projects

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

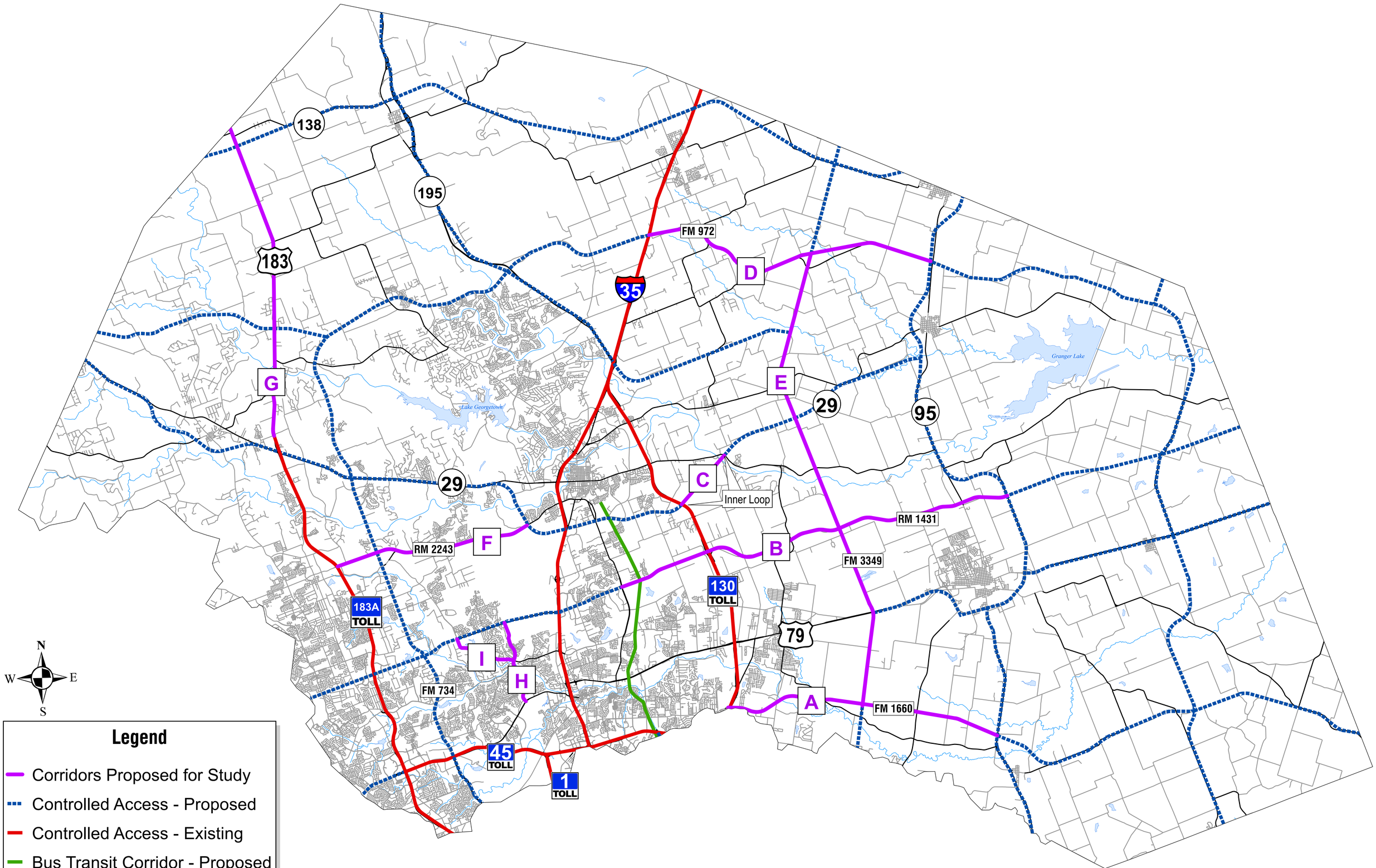
Attachments

map

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 12:04 PM
Form Started By: Lydia Linden		Started On: 09/01/2016 11:56 AM
Final Approval Date: 09/01/2016		

Corridors Proposed for Study



Legend

- Corridors Proposed for Study
- Controlled Access - Proposed
- Controlled Access - Existing
- Bus Transit Corridor - Proposed
- State Highways
- Non-State Roads

Revised: 8/29/2016

0 2.5 5 10 Miles

Note: The locations of controlled access and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.

WILLIAMSON COUNTY
1848

Document Path: V:_Documents\URS Office Docs\Transportation Plan\Maps and Data\Maps\CorridorsProposedforStudy.mxd

User Name: sjones

Commissioners Court - Regular Session **27.**

Meeting Date: 09/06/2016

Planning Agreement between TxDot campo and wilco

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 Planning Agreement between TxDOT, CAMPO, and Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 12:04 PM
Form Started By: Lydia Linden		Started On: 09/01/2016 11:54 AM
Final Approval Date: 09/01/2016		

Commissioners Court - Regular Session **28.**

Meeting Date: 09/06/2016

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 recommendation of Mike Weaver, Road Bond Manager in the amount of $1,500,000.00 from project SH 29 Bypass/Inner Loop (P243) to project SH 29 Bypass/Inner Loop Phase 1 (P453).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Memo-Mike W.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 09:26 AM
Form Started By: Jaime Aleman		Started On: 09/01/2016 08:33 AM
Final Approval Date: 09/01/2016		

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: 8/31/2016

Re: 2013 Road Bond Budget Transfer

Per the interlocal agreement between Williamson County and the City of Georgetown the County is obligated to reimburse the city the full amount of construction costs related to the Phase 1 of the Southwest Bypass project as well as the upfront cost of the full amount for design ($585,041.00) and 50% of project management ($268,317.50). The following budget transfer will fund the initial obligations for this agreement.

- Move $1,500,000.00 from P-243 SH29 Bypass/Inner Loop to P-453 SH29 Bypass/Inner Loop Phase 1 (Barnes tract)

If you have any questions, please let me know.

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

Commissioners Court - Regular Session **29.**

Meeting Date: 09/06/2016

2006 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 transfers of 2006 Road Bond funds per the recommendations of Mike Weaver, Road Bond Manager to transfer $420,370.37 from Ronald Reagan Blvd. Phase III (P211) to Non-Departmental (P156), transfer $225,440.08 from Safety & Mobility (P177) to Non-Departmental (P156), transfer $546.50 from Right Of Way (P180) to Non-Departmental (P156), transfer $4,902.75 from Chandler Road Expansion (P255) to Non-Departmental (P156), and transfer $1,000,000.00 from CR 110 Improvements (P253) to Non-Departmental (P156).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Memo-Mike Weaver

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 12:04 PM
Form Started By: Jaime Aleman		Started On: 09/01/2016 11:49 AM
Final Approval Date: 09/01/2016		

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: 9/01/2016

Re: 2006 Road Bond Project Budget Adjustments

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

- Close P-211 Ronald Reagan Blvd. Phase III and transfer $420,370.37 to P-156 Unallocated;
- Close P-177 Safety & Mobility and transfer $225,440.08 to P-156 Unallocated;
- Close P-180 Right-of-Way and transfer $546.50 to P-156 Unallocated
- Close P-255 Chandler Road Expansion and transfer remaining balance to P-156 Unallocated

Please transfer funds from the following projects:

- Move $1,000,000.00 from P-253 CR 110 Improvements to P-156 Unallocated

If you have any questions, please let me know.

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

Commissioners Court - Regular Session **30.**

Meeting Date: 09/06/2016

1601-045 Bill Pickett Trail Change Order No. 3

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of -$102,204.39 for Bill Pickett Trail (East Williamson County Event Center Access Road), a Road Bond Project in Commissioner Pct. 4.

Background

This Change Order replaces the Erosion Control Compost (3") with Fertilizer and Soil Retention Blankets (CL 1 Type A). Because of the fertile soil in the area of the project, vegetation can be established and erosion can be minimized by using fertilizer and soil retention blanket in lieu of the Erosion Control Compost at a substantial cost savings for the County.No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1601-045 Bill Pickett Trail CO No 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2016 02:37 PM
Form Started By: Dawn Haggard		Started On: 08/29/2016 01:09 PM
Final Approval Date: 08/30/2016		

Received
AUG 2 4 2016
HNTB Corporation
Round Rock

Received
AUG 2 9 2016
HNTB Corporation
Round Rock

RECEIVED
AUG 2 5 2016
BY: PSI

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

1. CONTRACTOR: **Cox Commercial Construction**

2. Change Order Work Limits: Sta. **17+09.69** to Sta. **72+55.77**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **3H** (3 Max. - In order of importance - Primary first)

Project:	***1601-045***
Roadway:	***Bill Pickett Trail***
CSJ Number:	***1601-045***

5. Describe the work being revised:

3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order removes the Erosion Control Compost (3") called for in the plans and replaces it with new contract items for Fertilizer and Soil Retention Blanket. Vegetation can be established and erosion can be minimized by using fertilizer and soil retention blanket in lieu of the Erosion Control Compost at a substantial cost savings for the County.

6. Work to be performed in accordance with Items: **166, 169**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

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

THE CONTRACTOR Date 8/12/16

By

Typed/Printed Name DARREN OKRUHLIK

Typed/Printed Title Sr. V.P.

The following information must be provided

Time Ext. #: **0** Days added on this CO: **0**

Amount added by this change order: **($102,204.38)**

RECOMMENDED FOR EXECUTION:

P.E. 8/25/16
Project Manager Date

N/A
Design Engineer Date

8/25/16
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***3*** ***Project #*** ***1601-045***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
161-WC01	EROSION CONTROL COMPOST (3")	TON	$3.00	59,065.00	$177,195.00	(59,065.00)	0.00	$0.00	($177,195.00)
166-6001	FERTILIZER	AC	$667.139	0.00	$0.00	12.26	12.26	$8,179.12	$8,179.12
169-6001	SOIL RETENTION BLANKETS (CL 1)(TY A)	SY	$1.336	0.00	$0.00	50,000.00	50,000.00	$66,811.50	$66,811.50
TOTALS					$177,195.00			$74,990.62	($102,204.38)

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

Bill Pickett Trail
Williamson County Project No. 1601-045

Change Order No. 03

Reason for Change

This Change Order replaces the Erosion Control Compost (3") with Fertilizer and Soil Retention Blanket (CL 1 Type A). Because of the fertile soil in the area of the project, vegetation can be established and erosion can be minimized by using fertilizer and soil retention blanket in lieu of the Erosion Control Compost at a substantial cost savings for the County.

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

ITEM	DESCRIPTION	QTY	UNIT
0166-6001	FERTILIZER	12.26	AC
0169-6001	SOIL RETENTION BLANKET (CL 1)(TY A)	50,000	SY

This Change Order results in a net decrease of $102,204.38 to the Contract amount, for an adjusted Contract total of $3,707,148.12. The original Contract amount was $3,806,133.30. As a result of this and all Change Orders to-date, $98,985.18 has been deducted from the Contract, resulting in a 3% net reduction in the Contract cost. No additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

PROJECT: BILL PICKETT TRAIL
ITEM NUMBER/DESC.: SOIL RETENTION BLANKET, CL 1, TY A
ESTIMATED QUANTITY: 50000 SY
Date Prepared: 7/29/2016

ITEM DESCRIPTION		QTY	UNIT	UNIT COSTS LABOR	EQUIP	MATERIAL	SUBCT.	O.T.Factor	TOTAL COSTS LABOR	EQUIP	MATERIAL	SUBCT.	MISC.
LABOR	#												
MATERIAL													
EQUIPMENT													
SUBCONTRACT													
SOIL RETENTION BLANKET, CL 1, TY A		50000	SY				$ 1.26					$ 63,000.00	
TOTALS									$ -	$ -	$ -	$ 63,000.00	$ -

TOTAL LABOR					$ -
TOTAL MATERIAL					$ -
TOTAL SUBCONTRACT					$ 63,000.00
TOTAL EQUIPMENT					$ -
MARKUPS					
LABOR BURDENS	$ -	@	55%		$ -
LABOR MARK-UP	$ -	@	25%		$ -
MATERIAL MARK-UP	$ -	@	25%		$ -
EQUIPMENT MARK-UP	$ -	@	15%		$ -
SUBCONTRACT MARK-UP	$ 63,000.00	@	5%		$ 3,150.00
PERFORMANCE BOND	$ 66,150.00	@	1%		$ 661.50
			TOTAL		$ 66,811.50
			QUANTITY		50000 SY
			UNIT COST		$ 1.34 / SY

PROJECT: BILL PICKETT TRAIL
ITEM NUMBER/DESC.: FERTILIZER (13-13-13)
ESTIMATED QUANTITY: 59327 SY
Date Prepared: 7/29/2016

ITEM DESCRIPTION		QTY	UNIT	UNIT COSTS LABOR	EQUIP	MATERIAL	SUBCT.	O.T.Factor	TOTAL COSTS LABOR	EQUIP	MATERIAL	SUBCT.	MISC.
LABOR	#												
MATERIAL													
EQUIPMENT													
SUBCONTRACT													
FERTILIZER (13-13-13)		59327	SY				$ 0.13					$ 7,712.51	
TOTALS									$ -	$ -	$ -	$ 7,712.51	$ -

TOTAL LABOR					$ -
TOTAL MATERIAL					$ -
TOTAL SUBCONTRACT					$ 7,712.51
TOTAL EQUIPMENT					$ -
MARKUPS					
LABOR BURDENS	$ -	@	55%		$ -
LABOR MARK-UP	$ -	@	25%		$ -
MATERIAL MARK-UP	$ -	@	25%		$ -
EQUIPMENT MARK-UP	$ -	@	15%		$ -
SUBCONTRACT MARK-UP	$ 7,712.51	@	5%		$ 385.63
PERFORMANCE BOND	$ 8,098.14	@	1%		$ 80.98
			TOTAL		$ 8,179.12
			QUANTITY		59327 SY
			UNIT COST		$ 0.14 / SY

59327 SY ÷ 4840 SY = 12.26 ACRE

8,179.12 ÷ 12.26 ACRE = $667.138

ROADWAY SPECIALTIES, INC.

P.O. BOX 90309, AUSTIN, TEXAS 78709
512-280-6666 PHONE 512-280-6066 FAX
CERTIFIED DBE/HUB

CHANGE ORDER PROPOSAL

Project: **Williamson Co- Bill Pickett Trail Rd.**
Bid Date: **July 28, 2016**
Duration: **100/140 Calendar Days**
RSI Job.# **July 8, 1914**
GC: **Williamson County.**
Proposal No.: **071657P**

We propose to furnish all labor, materials, equipment and supervision to perform the following scope of work, per plans and specifications, on the project that is referenced above.

Item	Bid Item Description	Unit	Bid Quantity	Unit Price	Amount
1	**Fertilizer**	SY	59,327.00	0.13	7,712.51
2	**Soil Retention Blanket Cl-1, Ty-A**	SY	50,000.00	1.26	63,000.00
TOTAL AMOUNT OF BASE BID:					$70,712.51

If additional information is needed, please feel free to contact us at (512) 280-6666.
Sincerely,
Teresa Cruz
teresa@roadwayspecialties.com

PLEASE NOTE:

* All quantities are estimates - payment will be based on field measurement.
* If bond is needed add 2.50% to total and place in mobilization.
* Locating underground utilities shall be coordinated through the General Contractor.
* Fertilizer unit price reflcts type 13-13-13 , 1/8 lb/sy and drill application, if other type of fertilizer , rate application or another type of installation is required additional charge will aply.
* Soil retention blanket items are based on a $750.00 minimum per move-in.
* **Unit prices quoted above are valid for thirty days.**

EXCLUSIONS:

* All clearing.
* All lane closures, traffic control, peace officers.
* All truck mounted attenuators, rumble strips.

Accepted by: _____ Date: _____

AVERAGE LOW BID UNIT PRICE - CONSTRUCTION - AUSTIN DISTRICT

169 6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	3,980.000	1.25000	277,826.000	1.19242	23

AVERAGE LOW BID UNIT PRICE - CONSTRUCTION – STATEWIDE

166 6001	FERTILIZER	AC	1.720	820.93023	439.330	632.67223	35
169 6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	52,703.000	1.12121	637,580.300	1.16345	46

Commissioners Court - Regular Session **31.**

Meeting Date: 09/06/2016

Abandonment of Easement - Creek Side II Lot 4A

Submitted For: Joe England **Submitted By:** Stephen Jones-Meyer, Unified Road System

Department: Unified Road System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Order abandoning, releasing and vacating any interest that Williamson County may have in relation to the public utility easement situated on the northwest side of Lot 4A, Creek Side II, a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet O, Slide 206, Plat Records of Williamson County, Texas.

Background

County Engineer, Joe England, will be in court to provide information to the Commissioners Court in relation to this item. Mr. England has obtained consent letters from the utility service providers wherein they have expressed no objection to the abandonment.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

108 Berry Cove - Vacation of Easement

Order of Abandonment Vacation of PUE - Lot 4A Creek Side II (083116)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 09:23 AM
Form Started By: Stephen Jones-Meyer		Started On: 08/31/2016 01:44 PM
Final Approval Date: 09/01/2016		

August 1, 2016

Williamson County Commissioner's Court
710 Main Street, Suite 101
Georgetown, TX 78626

To whom it may concern:

We are the owners of a lot at 108 Berry Cove, known as Lot 4A Creek Side II Subdivision Sec 1, in Williamson County, in the ETJ of the City of Georgetown. There is a 10' Utility easement that runs across the lot where a previous lot boundary and a now abandoned road used to lie. We are asking the County to please approve our request to vacate that easement.

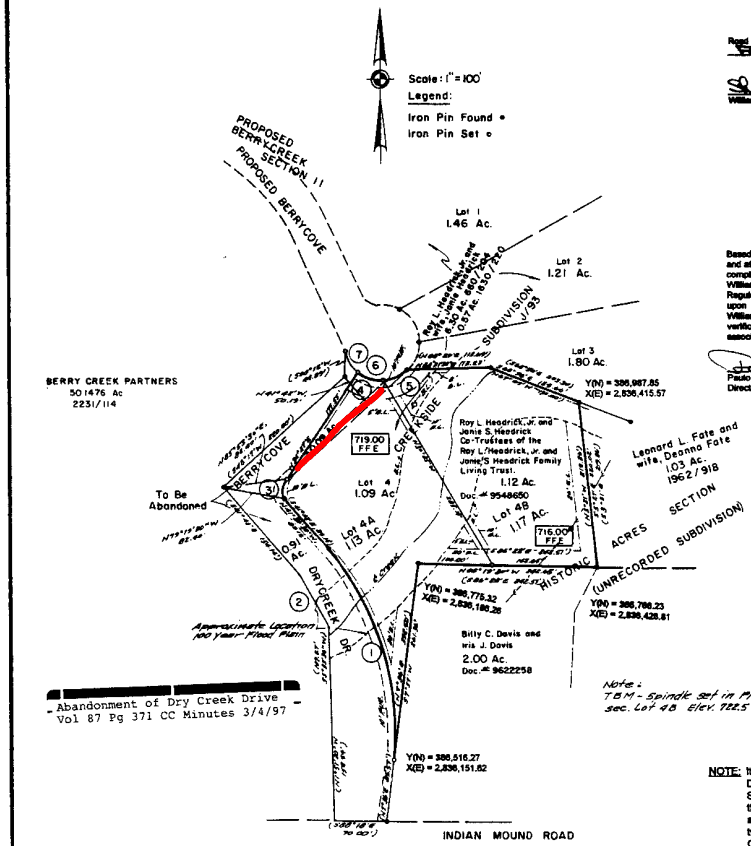
Electric service to the lot is provided by Pedernales. Phone, cable and internet service is provided by Suddenlink and water and sewer are provided by the City of Georgetown. Each of the service providers has agreed to release the easement in question. I've attached the plat map with the easement marked, and letters of release from each of the service providers.

We appreciate your consideration in this matter.

Sincerely,
Kenneth & Kelly Glass
832-338-8777
kellymglass@gmail.com

Cabinet O Slide 206

DOC# 9720956



Road name and address assignment verified this the 20 day of Feb. 1997

Williamson County Address Coordinator

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the plat as represented by the said engineer or surveyor, I find that this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County, the Williamson County Flood Plain Regulations and Williamson County Private Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verification of the facts alleged. The Williamson County Health Department and Williamson County disclaims any responsibility to any member of the public for independent verification of the representation, factual or otherwise, contained in this plat and the documents associated with it.

Paulo Pinto
Director of Environmental Services

11/7/96
Date

GENERAL NOTES:

1. Total Acres: 2.30
2. Number of lots: 2
3. Number of blocks: 1
4. Area of smallest lot: 1.13
5. Proposed use: Single Family Residential
6. In order to promote drainage away from a structure, the slab elevation should be built at least one foot above the surrounding ground, and the ground should be graded away from the structure at a slope of 1/2" per foot for a distance of a least 10 feet.
7. Water and wastewater service will be provided by City of Georgetown.
8. This tract is located in the Edwards Aquifer Recharge Zone. An approved Water Pollution Abatement Plan is required by the Texas Natural Resource Conservation Commission prior to construction.
9. No structure or land on this plat shall hereafter be located or altered without first submitting a CERTIFICATE OF COMPLIANCE Application Form to the Williamson County Flood Plain Administrator.
10. All dwellings, trailers, or mobile homes placed on subdivision lots or manufactures must be connected to septic tanks or disposal facilities meeting the specifications and conditions of the state Department of Health and the private sewage facility regulations applicable to Williamson County as of the date of applications.
11. Maintenance of drainage easements shall be the responsibility of the property owner.
12. Prior to grading, any type of earth moving, constructing of, on or under the land in this subdivision, a drainage plan designed by a registered professional engineer shall be submitted for the proposed development, and modifications thereof to the Commissioners' Court of Williamson County for a review and approval.
13. The developer, builder, seller, or agent shall inform, in writing, each prospective buyer of subdivision lots or property located within flood hazard areas that such property is in an identified flood hazard area and that a Flood Plain Development Permit will be required before a structure can be placed on the property. The written notice shall be filed for record in the Deed Records of Williamson County. A copy of this written notice shall be provided when application is made for development permits.
14. Prior to any channel alterations, bridge construction, fill, dredging, grading, channel improvement, storage of materials or any other change of the 100 year flood plain located within this plat an application for Flood Plain Development Permit with a description of the extent to which the watercourse or natural drainage will be altered or relocated as a result of the proposed development must be submitted to and approved by the Williamson county flood Plain Administrator. All specifications and details necessary for complete review must be provided.
15. Prior to any channel alteration or bridge construction which will change existing flood patterns or elevations, a letter of map amendment must be submitted to and approved by the Federal Emergency Management Agency.
16. The owner understands 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.
17. There shall be an avigation easement over this subdivision which:
    a. grants for the use and benefit of the public a continuing easement and right of flight for the passage of aircraft in the air space above the surface of the land over which this easement is obtained, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air space using said air space for landing at, taking off from or operating on the Georgetown Airport as indicated on the plat.
    b. will limit the height of any structure to no more than the approach slope of the transition slope elevation of the Georgetown Airport as indicated on the plat. The maximum height of any structure shall be the difference between the ground elevation and the avigation elevation for any particular location.
    c. This subdivision is located beneath the horizontal control elevations of 939 feet.
    d. The maximum height of any structure located in the easement is 239 feet, subject to Georgetown Municipal Code.
18. This subdivision is in the ETJ of the City of Georgetown.
19. This subdivision is subject to all general notes and restrictions appearing on the plat of Creek Side, Lot 4, recorded in Cabinet J, Slide 93 of the Plat Records of Williamson County, Texas.
20. This property is designated Intensity Level 2 by the Century Plan - Development Plan. The provisions of the Century Plan shall also govern this project.
21. Electric service will be provided by Pedernales Electric Cooperative, Inc.

NOTE: It is the intention, by recording this plat, that all of Dry Creek Drive and Berry Cove, as shown on a plat of Creek Side Subdivision, a subdivision of record in Cabinet J, Slide 93, of the Plat Records of Williamson County, Texas, will be abandoned by Williamson County. The land contained in these two streets will subsequently be replatted as a portion of Berry Creek subdivisions, and a portion of Creek Side II, as shown on this plat.

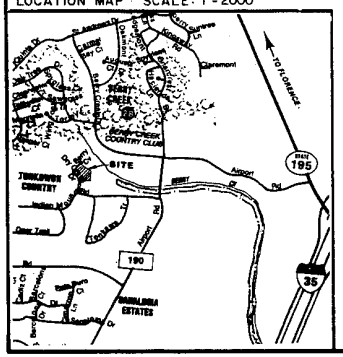
Doc# 9720956
N Pages: 2
Date : 05-12-1997
Time : 03:57:50 P.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
ELOINE BIZZELL
COUNTY CLERK
Rec. $ 81.00

CREEK SIDE II

Resubdivision of Lot 4, Creek Side Subdivision and 1.12 Acres of Historic Acres, Section I (Unrecorded)

A 2.30 Acre Subdivision situated in the William Roberts Survey, Abstract No. 524, Williamson County, Texas.

LOCATION MAP SCALE: 1"=2000'


SITE
TO FLORENCE
Berry Creek Country Club
Georgetown Country
Rivery Creek
Airport
Rd
Dr
Ln
Cir
Pl
Trl
Ct
Loop
Pkwy
Blvd
Crossing
Run
Bend
Hollow
Meadow
Ridge
Forest
Crest
Oaks
Park
Estates
Village
Square
Terrace
Trail
Circle
Place
Court
Lane
Drive
Road
Boulevard
Parkway

RESOLUTION NO. 082316-E

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN RELEASING A 10-FOOT PUBLIC UTILITY EASEMENT ALONG THE NORTH WEST BOUNDARY LINE OF LOT 4 OF HISTORIC ACRES, SECTION I, NOW KNOWN AS LOT 4A, CREEK SIDE II, SECTION I, A SUBDIVISION RECORDED IN CABINET O, SLIDE 206 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (THE "PUE"), AND BEING LOCATED AT 108 BERRY COVE IN WILLIAMSON COUNTY, TEXAS.

WHEREAS, the City of Georgetown has received a request for the release of a portion of the above-described PUE, due to the bisection of Lot 4A, Creek Side II, Section I by the PUE; and

WHEREAS, the City of Georgetown ("City") has received a request from Kenneth and Kelly Glass, the current owners of property encumbered by the above-described easement. The bisection of Lot 4A by the PUE leaves insufficient room for construction of a new home and prevents development of the lot. The easement requested to be released is that 10 foot PUE along the north west boundary line of Lot 4, Historic Acres, Section I, now known as Lot 4A, Creek Side II, Section I, as depicted in the map or plat recorded in Cabinet O, Slide 206 of the Plat Records of Williamson County, Texas (the "Property"); and

WHEREAS, upon considering the request for the release of the subject portions of the PUE and additional information pertaining to the request, the City Council finds that a public need for the areas sought to be released no longer exists and that said portions of the PUE may be released pursuant to City Ordinance No. 2009-47 relating to disposition of City property; and

WHEREAS, nothing herein shall operate to vacate, abandon or release the remainder of said PUE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, THAT:

SECTION 1. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that the adoption of this resolution is not inconsistent or in conflict with any of the City's 2030 Comprehensive Plan policies.

SECTION 2. The Mayor is hereby authorized to execute a Release of Easement in substantially the same form attached hereto as Exhibit "A" and any other conveyance

document(s) necessary to complete the release of the portions of the PUE described herein and the City Secretary is authorized to attest thereto on behalf of the City of Georgetown.

SECTION 3. This resolution shall be effective immediately upon adoption.

RESOLVED this 23 day of August, 2016.

CITY OF GEORGETOWN

BY: _____
Dale Ross, Mayor

ATTEST:

_____
Shelley Nowling, City Secretary

APPROVED AS TO FORM:

_____
Charlie McNabb, City Attorney

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this date personally appeared Dale Ross, Mayor of the City of Georgetown, a Texas home-rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said municipality, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of August, 2016.

LINDA RUTH WHITE
My Notary ID # 124936123
Expires May 24, 2020

_____
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:
City of Georgetown
P.O. Box 409
Georgetown, Texas 78627

Resolution No. 082316-E
Description: Release of a 10' PUE on Lot 4, Historic Acres, Section I, now known as Lot 4A, Creek Side II, Section I
Date Approved: 8/23/2016

RELEASE OF EASEMENT

STATE OF TEXAS)(

COUNTY OF WILLIAMSON)(KNOWN ALL MEN BY THESE PRESENTS:

WHEREAS, J.T. Hausenfluck, as previous owner of all lots in Historic Acres, Section I, now known as Creek Side II, Section I, a subdivision in Williamson County, Texas according to the map or plat thereof, heretofore granted certain easements to the City of Georgetown, a Texas home rule municipal corporation, covering property situated within Creek Side II, Section I, said easements being recorded in Cabinet O, Slide 206 of the Plat Records of Williamson County, Texas, and;

WHEREAS, said dedicated easements referred to herein include and are comprised in part by a strip of land 10.0 feet in width along the side lot line of all lots within Historic Acres, Section I, now known as Creek Side II, Section I Subdivision, a subdivision in Williamson County, Texas; and;

WHEREAS, Kenneth and Kelly Glass, as owners of Lot 4A Block 1 in Creek Side II Section I, formally Historic Acres, Section I, desire that the said 10.0 foot public utility easement along the north west boundary line of old Lot 4 of Historic Acres, Section I, now known as Lot 4A in Creek Side II, Section I, be abandoned and released in full; and

WHEREAS, the City of Georgetown provides water and wastewater service to the aforementioned area and will continue to have an adequate access to said property;

NOW, THEREFORE, be it known that the City of Georgetown whose post office address is P.O. Box 409, Georgetown, Texas 78627, for and in consideration of One Dollar ($1.00) and other good and valuable consideration, does hereby acknowledge and consent and is duly authorized to release the said 10.0 foot public utility easement along the north west boundary line of Lot 4 of Historic Acres, Section I, now known as Lot 4A in Creek Side II, Section I, in Williamson County, Texas, and referred to herein above.

EXECUTED THIS 23 DAY OF August, 2016

City of Georgetown, Texas, a Texas home rule municipal corporation

By: Dale Ross, Mayor

ATTEST:

Shelley Nowling, City Secretary

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

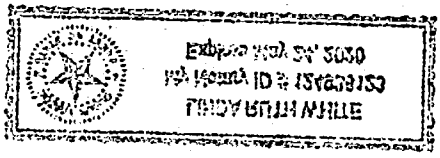
ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this date personally appeared Dale Ross, Mayor of the City of Georgetown, a Texas home-rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said municipality, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of August, 2016.

LINDA RUTH WHITE
My Notary ID # 124938123
Expires May 24, 2020

Linda Ruth White
Notary Public, State of Texas



RELEASE OF EASEMENT

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

WHEREAS, J. T. Hausenfluck, as previous owner of all lots in Historic Acres, Section I, now known as Creek Side II, Section I Subdivision, a subdivision in Williamson County Texas according to the map or plat thereof, heretofore granted certain easements to Pedernales Electric Cooperative, Inc., a corporation for public utility purposes covering property situated within Creek Side II, Section I Subdivision, said easement being recorded on a Plat in Cabinet O, Slide 206 of the Plat Records of Williamson County, Texas, and;

WHEREAS, said dedicated easements referred to hereinabove include and are comprised in part by a strip of land 10.0 feet in width along the side lot line of all lots within Historic Acres, Section I, now known as Creek Side II, Section I Subdivision, in Williamson County, Texas; and,

WHEREAS, Kenneth and Kelly Glass, as current owners of lot 4A Block 1 in Creek Side II Section 1 Subdivision, formally Historic Acres, Section I desires that the said 10.0' foot public utility easement along the north west boundary line of old lot 4 of Historic Acres, Section I, now known as lot 4A in Creek Side II, Section I Subdivision, be abandoned and released in full; and

WHEREAS, Pedernales Electric Cooperative, Inc. provides electric service to the aforementioned area and will continue to have an adequate easement to said property;

NOW, THEREFORE, be it known that Pedernales Electric Cooperative, Inc., a corporation whose post office address is Johnson City, Texas, for and in consideration of One Dollar ($1.00), does hereby release the said 10.0' foot public utility easement along the north west boundary line of lot 4 in Historic Acres, Section I now known as lot 4A in, Creek Side II, Section I Subdivision, in Williamson County, Texas, and referred to herein above.

EXECUTED: July 26, 2016

PEDERNALES ELECTRIC COOPERATIVE, INC.

BY: _____
Richard Arellano
District Director

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared, Richard Arellano District Director of Pedernales Electric Cooperative, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE July 26, 2016.

Charles Dirk Field
Notary Public in and for
The State of Texas

CHARLES DIRK FIELD
Notary Public, State of Texas
Notary ID# 3110109
My Commission Expires
MAY 2, 2018

UTILITY OWNER/PROVIDER

CONSENT TO THE SALE, VACATION OR ABANDONMENT OF CITY-OWNED LAND, PUBLIC STREETS, ALLEYS, EASEMENTS OR RIGHT-OF-WAY, OR PORTION THEREOF, IN THE CITY OF GEORGETOWN, TEXAS

I, THE UNDERSIGNED, on behalf of:

Suddenlink

a utility owner/provider, certify that I have carefully considered the proposed sale, vacation or abandonment of the City-owned land, public street, alley, easement or right-of-way described in the attached **APPLICATION FOR THE SALE, VACATION OR ABANDONMENT OF CITY-OWNED LAND, PUBLIC STREETS, ALLEYS, EASEMENTS OR RIGHT-OF-WAY, OR PORTION THEREOF** from the standpoint of present and future needs of the utility and I have no objection to the requested sale, vacation or abandonment thereof.

Signed: _____

Printed Name: ERIC FLORES

Title: CONSTRUCTION MANAGER

Phone Number: cell 512-566-0210 wk 512-931-2960

Date: 8/1/2016

Release of Easement:
108 Berry Cove,
Georgetown, TX

suddenlink
Eric Flores
Construction Manager
111 N. College Street
Georgetown, TX 78626
T 512.931.2960
C 512.566.0210
F 512.869.2962
E Eric.Flores@Suddenlink.com

ORDER
OF
ABANDONMENT AND VACATION
OF
PUBLIC UTILITY EASEMENT

Description of Public Utility Easement requested for abandonment and vacation:

Public Utility Easement situated on the public utility easement situated on the northwest side of Lot 4A, Creek Side II, a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet O, Slide 206, Plat Records of Williamson County, Texas (hereinafter the "PUE").

WHEREAS, the Williamson County Commissioners Court, as the legislative body for Williamson County, considered and deliberated, in a dully called session of said Court, the abandonment and vacation of any interest Williamson County may have in the PUE;

WHEREAS, the Williamson County Commissioners Court was provided with documentation evidencing that all other known service providers that may have an interest in the PUE have no objections to the subject abandonment and vacation of the PUE;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Williamson County Commissioner's Court hereby abandons and vacates all of Williamson County's rights, title, or interests in or to the PUE;

PROVIDED, HOWEVER that this abandonment and vacation does not affect any private easements or public utilities that are unrelated to the above described PUE.

Adopted this ____ day of _____, 20____, by the Williamson County Commissioner's Court.

_____
Dan A. Gattis, County Judge

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of the month of _____, 20____, by Dan A. Gattis, County Judge of Williamson County, Texas, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas

Commissioners Court - Regular Session **32.**

Meeting Date: 09/06/2016

CR 258 Letter Agreement

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 letter agreement with Marion Shipman regarding the CR 258 Improvement project. (Parcel 24)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Shipman Letter Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 09:26 AM
Form Started By: Charlie Crossfield		Started On: 09/01/2016 09:15 AM
Final Approval Date: 09/01/2016		

Sheets & Crossfield, P.C.
ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
Phone 512-255-8877 • fax 512-255-8986

August 16, 2016

Marion Shipman
c/o Mike Barron
Barron Adler Clough & Oddo
808 Nueces Street
Austin, Texas 78701

Re: Williamson County—CR258 Improvement Project
Parcel 24--Utility Casing Installation

Dear Mr. Shipman:

Please allow this letter to set out my understanding of our agreement wherein Williamson County will cause 100 LF of 18" steel casing pipe to be installed at approximately Sta. 160+50 of the CR 258 roadway improvement project currently underway. The installation of the casing pipe shall meet any County requirements or design criteria for utility crossings under County roadway facilities. The County will incur and pay the cost of $9,660.00 for the installation of the steel casing, as set out in the Chasco Constructors proposal attached hereto as Exhibit "A".

In return, the County shall receive a credit or offset in the same amount of $9,660.00 against the final purchase price or judgment amount for the acquisition of that certain 0.917 acre (Parcel 24) of property owned by you, which is proposed to be acquired in fee simple by the County for use in constructing the improvements to CR 258, and for which the County currently has possession pursuant to the terms of that certain agreement recorded in Document No. 2016001301 of the Official Public Records of Williamson County.

If this meets with your understanding and agreement please execute this letter where indicated and return to me for consideration, approval, and processing with the County. This letter constitutes the complete agreement between the parties regarding modifications to the proposed CR258 roadway facilities construction design, and any changes, termination, or amendments to this agreement are only effective if made in writing by both parties. Other than the warranty of installation in a good and workmanlike manner as set out herein, the County makes no other future warranties or representations in connection with the facilities identified herein.

Thank you for your assistance with this matter. Please contact me at any time if you have any other questions or concerns.

Sincerely,

Don Childs

Don Childs
Sheets & Crossfield, P.C.

AGREED:

OWNER

Marion Shipman

Marion Shipman

Date: 8-29-2016

WILLIAMSON COUNTY

_____

Dan A. Gattis, County Judge

Date: _____

EXHIBIT "A"

CHASCO CONSTRUCTORS

P.O. Box 1057
Round Rock, TX 78680
(512) 244-0600
Fax (512) 244-0489

August 10, 2016

TO: Williamson County
C/O HNTB
3151 S.E. Inner Loop, Ste. B
Georgetown, TX 78626

RE: **1603-062 – County Road 258**
Chasco Job No. 16051
CP-002 18" Casing Pipe STA 160+50

We hereby submit our Change Proposal for your consideration and approval to execute a change to the contract for the above referenced project. For your review and per your request, we have provided pricing for labor, equipment and material to install 100 LF of 18" steel casing pipe, see attached.

Changes per attached Chasco CP No. 002 Pricing Sheet dated 8-10-16: $9,660.00

If approved, this change will result in a change to the Contract Amount by the sum of $9,660.00.. This work is not underway pending formal owner approval. If approved, this CP will be incorporated into the next Owner Change Order.

Respectfully,

APPROVED BY: _____
Date

CHASCO CONSTRUCTORS

Cory Westfall, LEED AP
Project Manager

cc: File: 16051-107-02-002
Field

CHASCO CONSTRUCTORS

Change Proposal Pricing Sheet
CR 258
Chasco Project No: 16051

10 August 2016

Chasco CP No: CP-002
Eng. PR No:

Prepared by: Cory Westfall

Description: Furnish and install 100 LF of 18" steel encasement pipe at approximately STA 160+50 with minimum 3' cover as requested by HNTB on 8-2-16

			Qty		LABOR		MATERIALS		SUBCONTRACT		
ITEM	Cost code	DESCRIPTION		Unit	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	TOTAL
		Chasco	100	LF					84.00	$8,400	$8,400
		SUBTOTALS				$0	0.00	$0	0.00	$0	$8,400

Further description:

Overhead	0.00%	$0
Sales Tax Materials (only)	0.00%	$0
SUBTOTAL		$8,400
Fee	15.00%	$1,260
SUBTOTAL		$9,660
Insurance	0.00%	$0
P&P Bond	0.00%	$0
GRAND TOTAL		$9,660

From: Clayton Weber [mailto:cweber@HNTB.com]
Sent: Tuesday, August 2, 2016 4:01 PM
To: Cory Westfall <cory@chasco.com>
Cc: Dave Esper <dave@chasco.com>; Steven Shull <sshull@HNTB.com>; 62811_1603-062_CR258Phase2 <34275_RB_CR258Phase2@HNTB.com>; Christen Eschberger <ceschberger@HNTB.com>; James Klotz <jklotz@HNTB.com>
Subject: CR 258 Shipman Encasement pipe

We request a price for the installation of 100LF of 18" encasement pipe for a future waterline crossing. The encasement pipe will cross the right of way at approximate Sta. 160+50. The encasement pipe will be placed at a depth to provide the minimum 3 foot of cover where it crosses the ditchlines. The encasement pipe will need to meet the requirements of the original encasement pipe called for in the plans. Let me know if you have any questions.

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.

Commissioners Court - Regular Session **33.**

Meeting Date: 09/06/2016

10:00AM Public Hearing on the Williamson County proposed 2016 tax rate.

Submitted For: Deborah Hunt **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 a.m. Public Hearing on proposed 2016 tax rate for Williamson County.

Background

This is the second of two public hearings on the proposed 2016 tax rate. The proposed rate was voted on August 16, 2016 and is the combined rate of M&O, I&S and R/FM. The individual tax rates will be adopted September 13, 2016

Proposed Tax Rate: $0.481529
Preceding Year's Tax Rate : $0.481529
Effective Tax Rate: $0.446618
Rollback Tax Rate: $0.481847

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/17/2016 11:39 AM
Form Started By: Judy Kocian		Started On: 08/17/2016 09:34 AM
Final Approval Date: 08/17/2016		

Commissioners Court - Regular Session **34.**

Meeting Date: 09/06/2016

Tax Collection Agreement

Submitted For: Deborah Hunt **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Williamson County Municipal Utility District No. 30 and the County of Williamson, Texas.

Background

The two original documents of the Tax Collection Agreement with the Williamson County MUD No. 30 requires the County Judge to sign as well as the County Tax Assessor/Collector The original documents have been signed by the County Tax Assessor Collector and are being sent via interdepartmental mail to the office of the County Judge indicating the location for his signature. All completed originals should be returned to the Tax Assessor/Collector office's for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MUD No 30

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/29/2016 02:04 PM
Form Started By: Judy Kocian		Started On: 08/29/2016 08:52 AM
Final Approval Date: 08/29/2016		

THE STATE OF TEXAS	§	**TAX COLLECTION AGREEMENT**
	§	
COUNTY OF WILLIAMSON	§	

WHEREAS, Williamson County Municipal Utility District No. 30 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor-Collector to act as the Tax Collector for the above named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between Williamson County Municipal Utility District No. 30, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor-Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor-Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor-Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not

sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor-Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year**. In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor-Collector annually. The Tax Assessor-Collector shall notify the Jurisdiction of the charge per parcel on or about March 1. If no notice of charges per parcel is given by the Tax Assessor-Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor-Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquires are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the tax collecting function provided in this contract. Such bond shall be payable to the County in the sum of $100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supercedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

Executed _____, 20___.

COUNTY OF WILLIAMSON

_____
Dan A. Gattis, County Judge
County of Williamson

_____
Deborah M. Hunt, Tax Assessor-Collector,
County of Williamson

JURISDICTION

_____
Williamson County MUD No. 30, ~~President~~ Vice President

RESOLUTION NO. _____

AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON FOR COLLECTION OF TAXES

WHEREAS, Williamson County Municipal Utility District No. 30 desires to levy an ad valorem tax in each fiscal year; and

WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the President of the Williamson County Municipal Utility District No. 30 finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 30 THAT:

The President of the Williamson County Municipal Utility District No. 30 is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a special ~~regular~~ meeting of the District of the Williamson County MUD No. 30 on the 25th day of August, 20__.

Danny L Key
Williamson County MUD No. 30, ~~President~~ Vice President

ATTEST:

Richard Hamala
Secretary

RESOLUTION NO. _____

AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES

WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with Williamson County Municipal Utility District No. 30 for the collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor-Collector are hereby authorized and directed to enter into a contract with Williamson County Municipal Utility District No. 30 in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the _____ day of _____, 20___.

_____
Dan A. Gattis, County Judge
County of Williamson

ATTEST:

_____
Nancy Rister
Williamson County Clerk

Commissioners Court - Regular Session **35.**

Meeting Date: 09/06/2016

JP 3 Retention Request Position 0091 PH

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 Conduct public hearing relating to a request by Judge Bill Gravell to increase the budgeted salary amount for the position of Court Clerk II Position 0091 in the Justice of the Peace Pct. 3 Office and discuss (1) the reason for the payment in excess of the budgeted amount is being offer to the employee, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.

Background

See attached retention request document

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Retention Pos 0091

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 09:26 AM
Form Started By: Tara Raymore		Started On: 08/31/2016 04:14 PM
Final Approval Date: 09/01/2016		

RETENTION REQUEST

An increase in pay that is awarded to an employee as an incentive to retain them in their current position when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer/department with a higher salary.

Position Number		**Commissioners Court Date**	
Position Title			
Department Head/Elected Official		**Department/Office**	
Budgeted Salary			
Requested Salary			
Total Increase			
Total Percent Increase			
Source of Payment			
Terms of Distribution			

REASON THE PAYMENT IN EXCESS OF THE BUDGETED AMOUNT IS BEING OFFERED TO THE EMPLOYEE, INCLUDING THE PUBLIC PURPOSE THAT WILL BE SERVED BY MAKING THE EXCESS PAYMENT

Commissioners Court - Regular Session **36.**

Meeting Date: 09/06/2016

JP 3 Retention Request Position 0091

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a request by Judge Bill Gravell to increase the budgeted salary amount for the position of Court Clerk II, position 0091 in the Justice of the Peace Pct. 3 Office from the budgeted annual salary amount of $29,998.55 to the increased salary amount of $31,750 for the remainder of the current fiscal year.

Background

This increase is due to a retention request and will be funded by unallocated funds in the JP3 current budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP3 Pos 0091

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 09:25 AM
Form Started By: Tara Raymore		Started On: 08/31/2016 04:32 PM
Final Approval Date: 09/01/2016		

RETENTION REQUEST

An increase in pay that is awarded to an employee as an incentive to retain them in their current position when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer/department with a higher salary.

Position Number		**Commissioners Court Date**	
Position Title			
Department Head/Elected Official		**Department/Office**	
Budgeted Salary			
Requested Salary			
Total Increase			
Total Percent Increase			
Source of Payment			
Terms of Distribution			

REASON THE PAYMENT IN EXCESS OF THE BUDGETED AMOUNT IS BEING OFFERED TO THE EMPLOYEE, INCLUDING THE PUBLIC PURPOSE THAT WILL BE SERVED BY MAKING THE EXCESS PAYMENT

Commissioners Court - Regular Session **37.**

Meeting Date: 09/06/2016

JP 3 Retention Request Position 0094 PH

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 Conduct public hearing relating to a request by Judge Bill Gravell to increase the budgeted salary amount for the position of Court Clerk II Position 0094 in the Justice of the Peace Pct. 3 Office and discuss (1) the reason for the payment in excess of the budgeted amount is being offer to the employee, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.

Background

See attached retention request document.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP 3 Pos 0094

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 09:25 AM
Form Started By: Tara Raymore		Started On: 08/31/2016 04:48 PM
Final Approval Date: 09/01/2016		

RETENTION REQUEST

An increase in pay that is awarded to an employee as an incentive to retain them in their current position when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer/department with a higher salary.

Position Number		**Commissioners Court Date**	
Position Title			
Department Head/Elected Official		**Department/Office**	
Budgeted Salary			
Requested Salary			
Total Increase			
Total Percent Increase			
Source of Payment			
Terms of Distribution			

REASON THE PAYMENT IN EXCESS OF THE BUDGETED AMOUNT IS BEING OFFERED TO THE EMPLOYEE, INCLUDING THE PUBLIC PURPOSE THAT WILL BE SERVED BY MAKING THE EXCESS PAYMENT

Commissioners Court - Regular Session **38.**

Meeting Date: 09/06/2016

JP 3 Retention Request Pos 0094

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a request by Judge Bill Gravell to increase the budgeted salary amount for the position of Court Clerk II, position 0094 in the Justice of the Peace Pct. 3 Office from the budgeted annual salary amount of $30,299.17 to the increased salary amount of $31,750 for the remainder of the current fiscal year.

Background

This increase is due to a retention request and will be funded using unallocated funds in the current JP3 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Jp 3 Pos 0094

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 09:25 AM
Form Started By: Tara Raymore		Started On: 08/31/2016 04:58 PM
Final Approval Date: 09/01/2016		

RETENTION REQUEST

An increase in pay that is awarded to an employee as an incentive to retain them in their current position when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer/department with a higher salary.

Position Number		**Commissioners Court Date**	
Position Title			
Department Head/Elected Official		**Department/Office**	
Budgeted Salary			
Requested Salary			
Total Increase			
Total Percent Increase			
Source of Payment			
Terms of Distribution			

REASON THE PAYMENT IN EXCESS OF THE BUDGETED AMOUNT IS BEING OFFERED TO THE EMPLOYEE, INCLUDING THE PUBLIC PURPOSE THAT WILL BE SERVED BY MAKING THE EXCESS PAYMENT

Commissioners Court - Regular Session **39.**

Meeting Date: 09/06/2016

CO Auth North Camp

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 approving the appointment of Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement between Owner and Construction Manager-at-Risk with J. T. Vaughn Construction, LLC relating to the Williamson County North Campus Project for any increase or decrease in cost of $30,000.00 or less in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications; and further authorize Dwayne Gossett to sign non-contractual permit applications associated with the construction of the project.

Background

Section 262.031 of the Local Government Code allows for the grant of such authority up to $50,000.00 (see below). Any change orders that are approved pursuant to this item will be placed on the Commissioners Court's Consent Agenda the following week so that they are acknowledged and made a part of the minutes.

Local Government Code Sec. 262.031. CHANGES IN PLANS AND SPECIFICATIONS. (b) If a change order involves an increase or decrease in cost of $50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by 18 percent or more without the consent of the contractor.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 09:25 AM
Form Started By: Hal Hawes		Started On: 08/31/2016 04:31 PM
Final Approval Date: 09/01/2016		

Commissioners Court - Regular Session **40.**

Meeting Date: 09/06/2016

CO AUth Gtown Annex

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 approving the appointment of Dale Butler, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement between Owner and Construction Manager-at-Risk with Chasco Constructors, LTD, L.L.P. relating to the Georgetown Annex Project for any increase or decrease in cost of $30,000.00 or less in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications; and further authorize Dale Butler to sign non-contractual permit applications associated with the construction of the project.

Background

Section 262.031 of the Local Government Code allows for the grant of such authority up to $50,000.00 (see below). Any change orders that are approved pursuant to this item will be placed on the Commissioners Court's Consent Agenda the following week so that they are acknowledged and made a part of the minutes.

Local Government Code Sec. 262.031. CHANGES IN PLANS AND SPECIFICATIONS. (b) If a change order involves an increase or decrease in cost of $50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by 18 percent or more without the consent of the contractor.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 09:25 AM
Form Started By: Hal Hawes		Started On: 08/31/2016 04:33 PM
Final Approval Date: 09/01/2016		

Commissioners Court - Regular Session **41.**

Meeting Date: 09/06/2016

CO Auth SOTC

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 approving the appointment of Gary Wilson, Director of Williamson County Facilities, with general authority to approve change orders for the Agreement between Owner and Construction Manager-at-Risk with American Constructors, Inc. relating to the Williamson County Sheriff's Office Training Center Project for any increase or decrease in cost of $30,000.00 or less in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications; and further authorize Gary Wilson to sign non-contractual permit applications associated with the construction of the project.

Background

Section 262.031 of the Local Government Code allows for the grant of such authority up to $50,000.00 (see below). Any change orders that are approved pursuant to this item will be placed on the Commissioners Court's Consent Agenda the following week so that they are acknowledged and made a part of the minutes.

Local Government Code Sec. 262.031. CHANGES IN PLANS AND SPECIFICATIONS. (b) If a change order involves an increase or decrease in cost of $50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by 18 percent or more without the consent of the contractor.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 09:25 AM

Form Started By: Hal Hawes Started On: 08/31/2016 04:34 PM

Final Approval Date: 09/01/2016

Commissioners Court - Regular Session **42.**

Meeting Date: 09/06/2016

Discuss consider and take appropriate action regarding installation agreement for card reader with Stanley Security for Road and Bridge

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 regarding installation agreement for card reader with Stanley Convergent Security Solutions, Inc. for the Williamson County Road and Bridge.

Background

Stan Springerley has reviewed and is fine with the agreement and has forwarded his approval by email to both Purchasing and Audit.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Stanley Security

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/30/2016 02:37 PM
Form Started By: Lydia Linden		Started On: 08/30/2016 12:04 PM
Final Approval Date: 08/30/2016		

Customer Installation Agreement

4510 dwgno 10 # 02-042

Name: Williamson County-Central Maint. Facility ("Customer")
Address: 3151 S.E. Inner Loop, Georgetown, TX 78626

Contact: Gary Wilson

Date: 8/5/2016

STANLEY Convergent Security Solutions, Inc. ("SCSS") hereby proposes to furnish labor and materials for the installation of an electronic security/integrated solution system in accordance with the specifications below:

Transaction & System Information

Name of Project: Wilco. - add cardreader, dbl. door -Cent. Maint Fac
Transaction Type: Add/Upgrade
System Information: Access
Expected approximate date of commencement of project: September 26, 2016
Expected approximate date of completion of project: September 28, 2016

Customer to Provide

Equipment

Quantity	Part Number	Description
1	920NNNNEK2037P	RDR, R40, ICLASS, SE E, LF OFF, HF SIO/SEOS, WIEG, PIG, BLK, STD-2, LED RED, FLSH GRN, BZR ON, VAR BIT OUTPUT PER SIO, IPM OFF
2	947BR	Recessed Steel Door Contact, 1in, 5FT Leads, BR-Brown
1	SWH-T.REX-LT	T.REX Exit Detector w/Tamper and Timer. White
1	SF-SS2108X	PNEUMATIC ADJ TIMER BTN NO CVR
1	10MAGLOCK5ULST	1200 lb. Double Mag Lock for Pair of Doors , UL, 2 LED Bond Status Sensors, Timer, 12/24 VDC with STANLEY LOGO
1	LNL-1320	Dual Reader Interface Module (Series 2 -Supports OSDP Readers) - 12/24 VDC; 2 Reader interface; W/M; 8 inputs; 6 (5A) form C relays ; RoHS; CE; C-Tick and UL294 certified

Equipment Notes

Stanley Security Solutions will furnish and install the following addition to the access control system in the Central maintenance Facility: See attached drawing for equipment and headend locations.

1 Dual reader interface module
1 Cardreader
1 Dbl. maglock
2 Door contacts
1 REX motion sensor
1 Rex pushbutton

License Information (as of 07/01/2016): AK 1003300; 104891: AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: AZ ROC204975: AR 0329770517; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF0000772: GA 439701: IA AC-211: ID 015830; 022726-AA-4: IL 127001274: KY 338: LA F1162; F875; F1277; 61931: MA 7129C: MD 107-1828; 259: MI 5103306; 3601205772: MN TS01238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320: NJ 1074485; 659423; 34BF00017200: NM 374554: NV F400; F401; 0071024; 0078001: NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 953: OR 161567: PA 032736: RI 9448A; TSC 4996; AC-004956: SC FAC3387; BAC5501: TN 1180; 1540; 1448; 1650; 1446; CE-D 65528: TX ACR2639; ECR1821; B02140: UT 5704068-6501: VA 2705-087235A, 11-5481: WA STANLCS925MZ: WV 045298: WI 969322: WY LV-G-23879.REV (2016.07.01) Q-00757718

Theory of Operation

Investment Type: STANLEY Security Direct

Pricing and Deposit Terms

Payment Terms: All invoices are due thirty (30) days after date of the invoice. No retainage is permitted.

Transaction Information: Add/Upgrade
Warranty Duration: One Year

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

Total Installation Price*:	$3,510.00 USD
Up-front Deposit*:	
Progress Payments*:	
Balance Due Upon Completion*:	

Prices do not include taxes

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions attached hereto are satisfactory and are hereby accepted. The terms and conditions as set forth herein and on the attached page shall supersede any conflicting terms, or any additional terms furnished by SCSS. Purchase Orders may be issued for billing purposes only and any terms, conditions or changes included in such Purchase Orders shall have no force or effect. SCSS is authorized to do the work as specified. Payment will be made as outlined above.

STANLEY Convergent Security Solutions, Inc. Customer: Williamson County-Central Maint. Facility

Security Representative (Sign)

Security Representative (Print)

Customer (Sign)

Customer (Print)

Title

STANLEY Authorized Manager (Sign)

STANLEY Authorized Manager (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Terms and Conditions

WARRANTY

SCSS warrants that the equipment will be free from defects in material and workmanship for a period of One Year from the date the system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced free of charge. Warranty repair is done 8 am-4pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by Customer.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY AGREED THAT UNDER NO CIRCUMSTANCES SHALL SCSS BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER ARISING UNDER ALLEGED BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILLITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND SCSS'S LIABILITY SHALL BE STRICTLY LIMITED AS STATED ABOVE.

License Information (as of 07/01/2016): AK 1003300; 104891: AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: AZ ROC204975: AR 0329770517; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF0000772: GA 439701: IA AC-211: ID 015830; 022726-AA-4: IL 127001274: KY 338: LA F1162; F875; F1277; 61931: MA 7129C: MD 107-1828; 259: MI 5103306; 3601205772; MN TS01238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320: NJ 1074485; 659423; 34BF00017200: NM 374554: NV F400; F401; 0071024; 0078001: NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 953: OR 161567: PA 032736: RI 9448A; TSC 4996; AC-004956: SC FAC3387; BAC5501: TN 1180; 1540; 1448; 1650; 1446; CE-D 65528: TX ACR2639; ECR1821; B02140: UT 5704068-6501: VA 2705-087235A, 11-5481: WA STANLCS925MZ: WV 045298: WI 969322: WY LV-G-23879.REV (2016.07.01) Q-00757718

ADDITIONAL CHARGES:

1. All prices quoted do not include sales tax unless specifically written on the face of the proposal.
2. Unless otherwise stated in the proposal, the price quoted is FOB shipping point. All shipments will be UPS ground, unless otherwise specified.
3. Applicable permitting fees will be billed on a pass-through basis.
4 The price quoted assumes installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours or, if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.
5. Any changes to the system required by any government agency or Authority Having Jurisdiction will be billed to Customer, and are not the responsibility of SCSS.

INSURANCE:

SCSS shall purchase and maintain without interruption from date of commencement of the work throughout the end of the contract period or completion of SCSS's work, whichever occurs later, insurance on its performance of the Work as set forth below:

1. Worker's Compensation insurance meeting statutory requirements of the state in which the work is to be performed and containing Employers' Liability insurance with limits of $1,000,000 for each accident/disease.
2. Comprehensive Auto Liability insurance on an occurrence basis covering all SCSS owned, non-owned, and hired vehicles with a combined single limit of $1,000,000 for each occurrence for bodily injury, including death, to any one person and $500,000 for each occurrence of property damage.
3. Comprehensive General Liability, including contractual liability, insurance providing coverage of $1,000,000 for each occurrence and $2,000,000 in the aggregate.
4. Umbrella/Excess Insurance with coverage of $1,000,000. Coverage shall apply to all the same risks as the underlying insurance policies listed above.
5. SCSS will name Customer as additional insured to the extent of SCSS's negligence on its general liability and automobile policies.
6. SCSS shall provide certificates of insurance evidencing the foregoing insurance is in effect at the request of Customer.

INDEMNIFICATION:

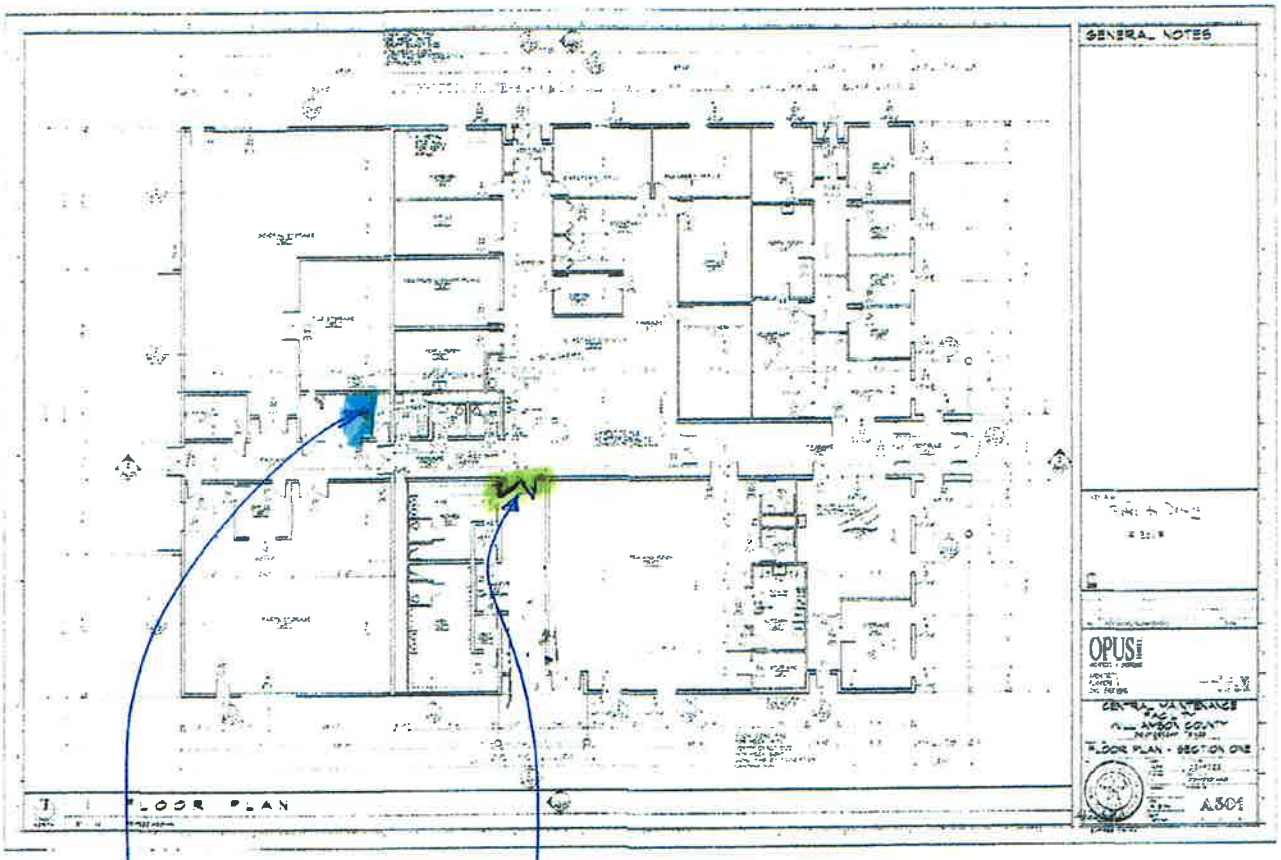
SCSS will hold Customer, its officers, directors, agents and employees harmless from damage, liability and expense to the extent resulting from the negligent acts or omissions of SCSS, its agents or employees, during and within the scope of employment of such persons while they are on Customer's premises performing the installation work. Notwithstanding the foregoing, SCSS shall have no liability or obligation to indemnify for damage, liability or expense resulting from or due to occurrences and/or the consequences there from that the system is intended to detect, prevent or record, including any such loss or damage which may be occasioned or caused by the improper working or malfunctioning of the system. In no event will SCSS, its employees, agents or representatives be responsible for consequential, incidental or special damages or for the negligence of others.

PROPRIETARY PROTECTION.

Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this agreement, is owned by SCSS, its affiliates or one of its OEM's and is protected by United States and international copyright laws and international treaty provisions. Any breach of this agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

License Information (as of 07/01/2016): **AK** 1003300; 104891: **AL** 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: **AZ** ROC204975: **AR** 0329770517; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: **CA** 848019 - C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: **CT** ELC.0184651-L5: **DE** 04-158; FAL-0001: **FL** EF0000772: **GA** 439701: **IA** AC-211: **ID** 015830; 022726-AA-4: **IL** 127001274: **KY** 338: **LA** F1162; F875; F1277; 61931: **MA** 7129C: **MD** 107-1828; 259: **MI** 5103306; 3601205772: **MN** TS01238: **MS** 19207-SC; 15024172: **MT** FPL-BEL-000132: **NC** 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320: **NJ** 1074485; 659423; 34BF00017200: **NM** 374554: **NV** F400; F401; 0071024; 0078001: **NY** 12000293169, Licensed by NYS Dept. of State: **OH** 53-89-1512: **OK** 953: **OR** 161567: **PA** 032736: **RI** 9448A; TSC 4996; AC-004956: **SC** FAC3387; BAC5501: **TN** 1180; 1540; 1448; 1650; 1446; CE-D 65528: **TX** ACR2639; ECR1821; B02140: **UT** 5704068-6501: **VA** 2705-087235A, 11-5481: **WA** STANLCS925MZ: **WV** 045298: **WI** 969322: **WY** LV-G-23879.REV (2016.07.01) Q-00757718

Wilco
Central Maint. Facility
3151 Inner Loop
Georgetown, Tx 78626



Headend Panel

Add Cardreader Door

Commissioners Court - Regular Session **43.**

Meeting Date: 09/06/2016

Approve FY17 Adult Probation Coop Agreement

Submitted For: Melissa Ramos **Submitted By:** Melissa Ramos, Adult Probation

Department: Adult Probation

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving the FY17 CSCD Co-Op Agreement.

Background

The Co-Op Agreement is a contract CSCD has with Williamson County to fund the Pre-Trial Bond Services Unit which maintains the supervised release of approved felons from the Williamson County Jail.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY17 Coop -MOU PTS

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/31/2016 10:15 AM
Form Started By: Melissa Ramos		Started On: 08/31/2016 09:56 AM
Final Approval Date: 08/31/2016		

WILLIAMSON COUNTY
ADULT PROBATION
(CSCD)
301 S.E. Inner Loop Road
P.O. Box 251
Georgetown, TX 78627-0251
Phone: (512) 943-3500
Fax: (512) 943-3510
www.adultprobation.net

Steve Morrison
CSCD DIRECTOR

Memorandum of Understanding

The Williamson County Commissioners Court agrees to fund the Pre-Trial Release Officer positions for the Williamson County CSCD for the fiscal year 2017, not to exceed $209,285, in order to maintain the supervised release of approved felons from the Williamson County Jail.

Williamson County shall pay $52,321.25 on a quarterly basis to the Williamson County CSCD, to be deposited in fund #591, in the months of October 2016, December 2016, March 2017 and June 2017.

_____
Dan A. Gattis
County Judge
Williamson County, Texas

Date Signed: _____

_____
Steve Morrison, Director
Williamson County CSCD

Date Signed: _____

Commissioners Court - Regular Session **44.**

Meeting Date: 09/06/2016

Approve FY17 CSR MOU

Submitted For: Melissa Ramos **Submitted By:** Melissa Ramos, Adult Probation

Department: Adult Probation

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving the FY17 CSCD CSR Memorandum of Understanding with no increase

Background

The CSR Memorandum of Understanding is a contract CSCD has with Williamson County, to help fund the CSR Director position in which projects that are completed through the CSR Program benefit the County

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY17 MOU CSR

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/31/2016 10:15 AM
Adult Probation (Originator)	Melissa Ramos	08/31/2016 10:21 AM
Form Started By: Melissa Ramos		Started On: 08/31/2016 10:04 AM
Final Approval Date: 08/31/2016		

WILLIAMSON COUNTY
ADULT PROBATION
(CSCD)
301 S.E. Inner Loop Road
P.O. Box 251
Georgetown, TX 78627-0251
Phone: (512) 943-3500
Fax: (512) 943-3510
www.adultprobation.net

Steve Morrison
CSCD DIRECTOR

Memorandum of Understanding

The Williamson County Commissioners Court agrees to fund the CSR Director position for the Williamson County CSCD for fiscal year 2017, not to exceed $30,000 in order to maintain the Community Service Restitution Program which supervises defendants who have been ordered to perform volunteer work in order to pay back the community for their offense.

Williamson County shall pay an equally divided amount on a quarterly basis to the Williamson County CSCD, to be deposited in fund #572, in the months of October 2016, December 2016, March 2017 and June 2017.

Dan A. Gattis
County Judge
Williamson County, Texas

Date Signed:_____

Steve Morrison,
Director
Williamson County CSCD

Date Signed:_____

Commissioners Court - Regular Session **45.**

Meeting Date: 09/06/2016

Renewal Contract TWC 2017

Submitted By: Theresa Lock, Constable Pct. #3

Department: Constable Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding renewal of agreement between Texas Workforce Commission and Williamson County Constable, Pct. 3. Action includes authorizing County Judge to sign all related documentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TWC Renewal 2017

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/30/2016 04:02 PM
County Judge Exec Asst.	Wendy Coco	08/31/2016 09:42 AM
Form Started By: Theresa Lock		Started On: 08/30/2016 09:06 AM
Final Approval Date: 08/31/2016		

Texas Workforce Commission

A Member of Texas Workforce Solutions

Andres Alcantar, Chairman
Commissioner Representing the Public

Ruth R. Hughs
Commissioner Representing Employers

Julian Alvarez
Commissioner Representing Labor

Larry E. Temple
Executive Director

August 25, 2016

Nancy Moneyhon, Office Specialist
Williamson County Constable Precinct 3
301 S. E. Inner Loop, Suite 102
Georgetown, Texas 78626

Re: TWC Contract/s or Amendment/s

Dear Ms. Moneyhon:

Enclosed are original signature copies of the Contract/s or Amendment/s listed below:

TWC Contract - Amendment Number	Contract Manager/Phone Number
2915PEN008-2	Michelle Smith 512-936-3296

Please sign all the copies of the Contract/s or Amendment/s where indicated and complete the Contract/Amendment Language Change Certification Form for each transaction.

Retain one (1) set for your records and provide one (1) set to your Fiscal Agent (if applicable) and return one (1) set to:

Sylvia Daves
Texas Workforce Commission
Contract Services Department
101 East 15th Street, Room 350-T
Austin, Texas 78778-0001

If you have any questions or need additional assistance regarding the contents of these documents prior to signature, please contact the contract manager at the number indicated above.

Sincerely,

Marisela Ramirez
Director, Contract Services Department

MR: sd
Enclosures

TEXAS WORKFORCE COMMISSION

INFORMATION RELEASE CONTRACT AMENDMENT

INFORMATION RELEASE					
TWC Contract Number	**2915PEN008**	**Amendment Number**	**2**	**Effective Date**	**September 28, 2016**

Recipient Information	
Name	**Williamson County Constable Precinct 3**
Mailing Address	**301 S. E. Inner Loop, Suite 102**
City/State/Zip	**Georgetown, TX 78626**
Telephone Number	**512-943-1472**

Remarks

This amendment is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Information Release Amendment and any referenced attachments.

Amendment Detail

Contract Period

☒ The Contract Period is amended as follows:
Current End Date: September 30, 2016 Amended End Date: **September 30, 2017**

☐ There are **no** changes to the Contract Period pursuant to this amendment.

General Terms and Conditions

☐ The General Terms and Conditions are amended as follows:

☒ There are **no** changes to the General Terms and Conditions pursuant to this amendment.

Attachment A: Statement of Work - Project Obligations

☐ Attachment A: Statement of Work - Project Obligations is amended as follows:

☒ There are **no** changes to the Statement of Work - Project Obligations pursuant to this amendment.

Contract Amount

☒ Contract amount is amended as follows: • Increase Contract amount by $1,500.00 per year. Maximum 1-10 users. ☐ There are **no** changes to the contract amount pursuant to this amendment.	**Total Amended Contract Amount** **$4,500.00**

Changes to Other than the Above Categories

☒ Other:
- Revised Attachment B, Section 22, changes are in bold.
- Revised Attachment H, document format change.

☐ There are **no** other changes to the document pursuant to this amendment.

Signature Authority

The person signing this contract amendment on behalf of Recipient hereby warrants that he or she has been fully authorized by the organization to:

- Execute this grant award amendment on behalf of the organization, and
- Validly and legally bind the organization to all the terms, performances, and provisions of this contract amendment.

Amendment Approval	Amendment Acceptance
Agency: **Texas Workforce Commission**	Recipient: **Williamson County Constable Precinct 3**
Lisa Richardson 8/24/16	
Lisa Richardson Chief Information Officer Date	Dan Gattis County Judge Date

Revised Attachment B

SAFEGUARDS FOR TWC INFORMATION

1. "Recipient" in this Contract shall maintain sufficient safeguards over all TWC Information to prevent unauthorized access to or disclosure of TWC Information:

   "TWC Information" means records maintained by Agency (TWC), and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient's records, files or data compilations.

2. Monitoring. Recipient shall monitor its Users' access to and use of TWC Information, and shall ensure that TWC Information is used only for the following "Limited Purpose": to assist in criminal investigations; to assist in locating defendants, witnesses and fugitives in criminal cases; to assist in locating persons with outstanding warrants, probation absconders and to assist in Locating Assets/individuals in Civil Court matters. Recipient shall also ensure that TWC Information is used only for purposes authorized by law and in compliance with all other provisions of this Contract.

3. Storage. Recipient shall store TWC Information in a place physically secure from access by unauthorized persons.

4. Protection. Recipient shall store and process TWC Information, including that maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain TWC Information by any means.

5. Access. Recipient shall undertake precautions to ensure that only authorized personnel are given access to TWC Information stored in computer systems.

6. Instruction. Recipient shall instruct all personnel having access to TWC Information about all confidentiality requirements including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in this Contract and under state and federal law for unauthorized disclosure of TWC Information. Recipient acknowledges that all personnel who will have access to TWC Information have been instructed as required.

7. Disposal. Recipient shall dispose of TWC Information and any copies thereof after the Limited Purpose is achieved, except for TWC Information possessed by any court. Disposal means return of TWC Information to Agency or destruction of TWC Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. In any case, Recipient shall dispose of all TWC Information within thirty (30) calendar days after the termination, cancellation, or expiration of this Contract, or as required by federal, state, or local government approved records retention requirements.

8. System. Recipient shall establish and maintain a system sufficient to allow an audit of compliance with the requirements of this Attachment B and the other provisions of this Contract.

9. No Disclosure or Release. Recipient shall not disclose or release any TWC Information other than as permitted in this Contract, without prior written consent of Agency.

10. Unauthorized Disclosure. It is a breach of this Contract to disclose TWC Information orally, electronically, in written or printed form, or in any other manner without the prior written consent of Agency:
    10.1 to any contract employee of Recipient or any individual not employed by Recipient;

10.2 to another government entity, including a law enforcement entity;

10.3 to Recipient employees who do not have a need to use TWC Information for the Limited Purpose.

11. Authorized Disclosure. TWC Information may only be disclosed:
    11.1 to employees under the direct hiring-and-firing control of Recipient who have a need to use the TWC Information for the Limited Purpose; and

    11.2 in a criminal judicial proceeding if the TWC Information is introduced in court as a sealed record with access limited to the prosecutor, defendant, judge, and jury.

12. Security Violation. Recipient shall monitor access of Users and shall notify Agency within twenty-four (24) hours if a security violation of this Contract is detected, or if Recipient suspects that the security or integrity of TWC Information has or may have been compromised in any way.

13. Format. TWC Information is subject to the requirements of this Contract even if the TWC Information is converted by Recipient into another format or medium, or incorporated in any manner into Recipient's records, files, or data compilations.

14. Access Limited. Recipient shall limit access to TWC Information to its employees who need access to achieve the Limited Purpose.

15. Mobile Device and Removal. Recipient shall not place TWC Information on mobile, remote, or portable storage devices, or remove storage media from Recipient's facility, without the prior written authorization of Agency.

16. Public Information Act. Under Texas Labor Code § 301.085, TWC Information is not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.

17. Subpoena. Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations dictate the handling of subpoenas for TWC Information. Recipient shall comply with the requirements of 20 C.F.R. § 603.7 in responding to any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information.

18. Federal Regulation. Recipient shall comply with all requirements of *Protection of Confidentiality - 20 C.F.R. § 603.9* (Attachment G of this Contract) relating to safeguarding TWC Information and insuring its confidentiality.

19. Unauthorized Lookup. A User shall not access TWC Information listed under the User's SSN or the SSN of a co-worker, family member, or friend.

20. Screening – Online Users. Recipient shall screen potential Users and seek online access only for employees that Recipient has determined pose no threat to the security of TWC Information.

21. Screening – All Handlers. Recipient shall permit access to TWC Information only to employees that Recipient has determined pose no threat to the security of TWC Information.

22. Internet. Recipient shall not transmit any TWC Information over the Internet unless it is encrypted using at least **256**-bit encryption.

23. Screen Dump. Recipient's security guidelines shall ensure that any screen dump or other extraction of TWC Information will be protected from unauthorized use or disclosure.

24. No Transfer. Recipient shall not transfer the authority or ability to access or maintain TWC Information under this Contract to any other person or entity.

Remainder of Page Intentionally Left Blank

Revised Attachment H

QUARTERLY SELF-ASSESSMENT REPORT

Failure to submit this report when due may result in termination of all access to TWC Information.

The entity receiving TWC Information under TWC Contract ("Recipient") confirms it is in compliance with the requirements of the Contract and of Protection of Confidentiality - 20 C.F.R. § 603.9 (Attachment G of the Contract), to include the following:

1. Recipient uses the disclosed TWC Information only for purposes authorized by law and consistent with the Limited Purpose set forth in Section 1.2 of Attachment A of the Contract.	Yes: __ No: __
2. Recipient stores the disclosed TWC Information in a place physically secure from access by unauthorized persons.	Yes: __ No: __
3. Recipient stores and processes disclosed TWC Information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the TWC Information by any means.	Yes: __ No: __
4. Recipient undertakes precautions to ensure that only authorized personnel are given access to disclosed TWC Information stored in computer systems.	Yes: __ No: __
5. Recipient has instructed all personnel having access to the disclosed TWC Information about confidentiality requirements, the requirements of 20 C.F.R. § 603.9, and the sanctions specified in State law for unauthorized disclosure. (Each violation is a Class A Misdemeanor, punishable by a fine of $4,000, a year in jail, or both).	Yes: __ No: __
6. Recipient adheres to confidentiality requirements and procedures that are consistent with 20 C.F.R. § 603.9 and meet the requirements of the TWC Contract.	Yes: __ No: __
7. Recipient agrees to report any infraction(s) of these requirements and procedures to TWC fully and promptly.	Yes: __ No: __
8. Recipient disposes of disclosed TWC Information, and any copies thereof made by Recipient, after the purpose for which the TWC Information was disclosed is served, or as required by court order. (Disposal means return of the TWC Information to TWC or destruction of the TWC Information, as directed by TWC. Disposal includes deletion of personal identifiers in lieu of destruction.)	Yes: __ No: __
9. Recipient ensures that the disclosed TWC Information is not retained with personal identifiers for longer than such period of time as TWC deems appropriate.	Yes: __ No: __
10. Recipient maintains a system sufficient to allow an audit of compliance with the requirements of 20 C.F.R. § 603.9 and the TWC Contract.	Yes: __ No: __
11. Attached is a description of the system referred to in Item 10. Ensure that any copies of any logs sent to TWC do not contain Sensitive PII. Remember to secure originals containing PII.	Yes: __ No: __
12. Recipient shall maintain as a minimum, the encryption requirements of FIPS 140-2 and encrypt the data at the minimum of 256-bit AES encryption.	Yes: __ No: __

Revised Attachment H

QUARTERLY SELF-ASSESSMENT REPORT

13. Annual Renewal of Contract User Agreement and training per the Contract terms have been submitted to RACF. Administration@twc.state.tx.us.	Yes: __ No: __

By signature hereon, the Contract signatory or the entity's internal auditor certifies that:

All statements and information submitted in response to this Quarterly Self-Assessment Report are current, accurate, and complete.

_____ _____

Signature Date

_____

Printed Name and Title **Williamson County Constable Precinct 3 - 2915PEN008- 2**

Return this Report to:

External Data Sharing Contracts Manager | Risk and Security Management | Texas Workforce Commission | 1117 Trinity Street, Room 104AT | Austin, Texas 78778-0001

Email: Self-AssessmentReports@twc.state.tx.us

Fax: 512- 936-0219

TWC Contract - Amendment Number: 2915PEN008-2

CONTRACT/AMENDMENT LANGUAGE CHANGE CERTIFICATION FORM

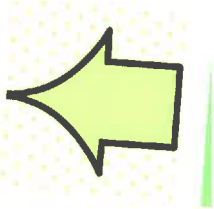
Please check the appropriate box and sign below:

☐ **No Changes.** I hereby certify that no changes have been made to documents contained in this Contract/Amendment package.

☐ **Changes to Demographic Information.** I hereby certify that changes in demographic information items only (such as contact or signatory) have been made to documents contained in this Contract/Amendment package. Pen and ink corrections have been entered, initialed and the revised areas have been flagged.

☐ **Changes to Contract/Amendment Terms and Conditions.** I hereby certify that changes to the contract/amendment terms and conditions have been proposed. The proposed changes have been entered on all copies of the documents in pen and ink, initialed, and the revised areas have been flagged. I understand that I am to sign and then send all copies of the contract/amendment back to TWC for evaluation of the proposed changes. If the proposed changes are approved by the TWC signatory, they will be initialed and my copy (and the fiscal agent's copy, if applicable) will be returned to me. I understand that if there are any questions or issues regarding the proposed pen and ink changes that I will be contacted by a TWC representative to discuss them.

Williamson County Constable Precinct 3



_____

Dan Gattis Date
County Judge

Commissioners Court - Regular Session **46.**

Meeting Date: 09/06/2016

Jail Medical Services Agreement

Submitted By: Peggy Braun, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an Agreement to extend Williamson County Professional Services Agreement for Jail Medical Services at the Williamson County Jail.

Background

See attachment.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Jail Medical

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/31/2016 10:15 AM
Form Started By: Peggy Braun		Started On: 08/31/2016 08:10 AM
Final Approval Date: 08/31/2016		

AGREEMENT TO AMEND AND EXTEND WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL SERVICES AT THE WILLIAMSON COUNTY JAIL

Date: To be effective as of October 1, 2016

Provider: Adam Barta, M.D.

Provider's Mailing Address:

Adam Barta, M.D.
4004 Sierra Drive
Austin, Texas 78731

County: County of Williamson, a political subdivision of the State of Texas

County's Mailing Address:

County of Williamson
c/o: Sheriff James Wilson
Williamson County Sheriff's Office
508 Rock Street
Georgetown, Texas 78626

Professional Services Agreement for Medical Services at the Williamson County Jail Subject of this Amendment and Extension Agreement:

The agreement subject of this Amendment and Extension Agreement is that certain Professional Services Agreement for Medical Services at the Williamson County Jail dated December 20, 2011, being executed by and between Provider and County, wherein Provider agreed to provide medical services for the inmates of the Williamson County Jail (the "Agreement").

I. Amendment of Agreement Terms, Covenants and Conditions

A. Amendment to Article I., Scope of Services: Article I., Scope of Services of the Agreement shall be amended as follows:

PROVIDER shall provide medical services as a physician licensed to practice medicine in the State of Texas for the inmates of the JAIL. All services by PROVIDER shall be performed according to the regularly accepted standards of medical care in the State of Texas.

PROVIDER shall have a duty to immediately notify COUNTY of any complaint, investigation, or adverse action taken against PROVIDER concerning his license to practice medicine in the State of Texas.

PROVIDER shall be physically present in the JAIL infirmary to provide medical services for up to 12 hours per week during the term of this Agreement. PROVIDER will schedule these hours subject to the reasonable requests of the COUNTY through its jail staff or other authorized representative. PROVIDER shall have a duty to notify COUNTY through its jail staff in writing of any times when PROVIDER cannot be physically present in the JAIL infirmary to provide medical services in accordance with this Agreement. In such cases, PROVIDER must provide COUNTY with a suitable substitute medical doctor to perform, on behalf of PROVIDER, the PROVIDER's obligations hereunder. COUNTY shall be able to accept or reject PROVIDER's proposed substitute at its sole discretion and PROVIDER remains obligated to provide services under this Agreement until an acceptable substitute is available and agreed upon by COUNTY.

PROVIDER will provide out-patient medical attention to all inmates requiring such attention. These medical services shall include, but are not limited to, follow-up on all lab tests, radiographs, and all inmates who have had medical attention outside of the jail infirmary.

PROVIDER will be under no obligation to provide inpatient care, hospitalization, or specialty medical services which are beyond PROVIDER's expertise. However, PROVIDER shall immediately inform COUNTY through its jail staff in writing of the need for inpatient care, hospitalization, or specialty medical services in the treatment of any inmate.

PROVIDER will provide consultation to the Lead Paramedic of the Williamson County Jail Infirmary and other jail staff on all questions of out-patient medical care.

PROVIDER will develop and write standing orders for use by the jail staff in the handling of the medical needs of the inmates.

PROVIDER will be available for phone consultation by jail staff at any time unless PROVIDER has followed the notice requirement and substitute physician procedure outlined above for any periods when PROVIDER will not be available for phone consultation.

B. To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Amendment and Extension Agreement, the terms of this Amendment and Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term.

II. Extended Term:

The Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1, 2016 and ending on midnight of September 30, 2017 ("Extended Term").

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

COUNTY:

Williamson County, Texas

_____

Dan A. Gattis,
Williamson County Judge

PROVIDER:

Adam Barta, M.D.

By: _____

Printed Name: _____

Representative Capacity: _____

Commissioners Court - Regular Session **47.**

Meeting Date: 09/06/2016

Jail Dental Services Agreement

Submitted By: Peggy Braun, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an Agreement to extend Williamson County Professional Services Agreement for Jail Dental Services at the Williamson County Jail.

Background

See attachment

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Jail Dental

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/31/2016 09:44 AM
Form Started By: Peggy Braun		Started On: 08/31/2016 08:22 AM
Final Approval Date: 08/31/2016		

AGREEMENT TO EXTEND WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT FOR DENTAL SERVICES AT THE WILLIAMSON COUNTY JAIL

Date: To be effective as of October 1, 2016

Provider: Todd C. Harris, P.C., a Texas professional corporation

Provider's Mailing Address:

Todd C. Harris, P.C.
1600 West 38th Street, Suite 305
Austin, Texas 78731

County: County of Williamson, a political subdivision of the State of Texas

County's Mailing Address:

County of Williamson
c/o: Sheriff James Wilson
Williamson County Sheriff's Office
508 Rock Street
Georgetown, Texas 78626

Professional Services Agreement for Dental Services at the Williamson County Jail Subject of this Extension Agreement:

The agreement subject of this Extension Agreement is that certain Professional Services Agreement for Dental Services at the Williamson County Jail dated April 7, 2009, being executed by and between Provider and County, wherein Provider agreed to provide dental services for the inmates of the Williamson County Jail (the "Agreement").

Agreement to the Agreement:

The Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1, 2016 and ending on midnight of September 30, 2017 ("Extended Term").

Amendment of Agreement Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

COUNTY:

Williamson County, Texas

_____
Dan A. Gattis,
Williamson County Judge

PROVIDER:

Todd C. Harris, P.C.

By: TCHarris

Printed Name: TODD HARRIS

Representative Capacity: _____

Commissioners Court - Regular Session **48.**

Meeting Date: 09/06/2016

Jail Psychiatric Services Agreemnt

Submitted By: Peggy Braun, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an Agreement to extend Williamson County Professional Services Agreement for Jail Psychiatric Services at the Williamson County Jail.

Background

See attachment.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Jail Psychiatric

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/31/2016 09:42 AM
Form Started By: Peggy Braun		Started On: 08/31/2016 08:24 AM
Final Approval Date: 08/31/2016		

AGREEMENT TO EXTEND WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT FOR PSYCHIATRIC MEDICAL SERVICES AT THE WILLIAMSON COUNTY JAIL

Date: To be effective as of October 1, 2016

Provider: Ghulam M. Kahn, M.D.

Provider's Mailing Address:

Ghulam M. Kahn, M.D.
56 East Avenue
Austin, Texas 78701

County: County of Williamson, a political subdivision of the State of Texas

County's Mailing Address:

County of Williamson
c/o: Sheriff James Wilson
Williamson County Sheriff's Office
508 Rock Street
Georgetown, Texas 78626

Professional Services Agreement for Medical Services at the Williamson County Jail Subject of this Extension Agreement:

The agreement subject of this Agreement To Extend Williamson County Professional Services Agreement for Psychiatric Medical Services at the Williamson County Jail ("Extension Agreement") is that certain Professional Services Agreement For Psychiatric Medical Services at the Williamson County Jail, being executed by and between Provider and County in the year of 2013, wherein Provider agreed to provide psychiatric services for the inmates of the Williamson County Jail (the "Agreement").

Extension of the Agreement:

In accordance with Article II of the Agreement, the Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1, 2016 and ending on midnight of September 30, 2017 ("Extended Term").

Amendment of Agreement Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

COUNTY:

Williamson County, Texas

_____

Dan A. Gattis,
Williamson County Judge

PROVIDER:

By: _____

Printed Name: Ghulam M. Kahn, M.D.

Commissioners Court - Regular Session **49.**

Meeting Date: 09/06/2016

Discuss and consider approving a contract with Family Eldercare

Submitted For: Ashlie Koenig **Submitted By:** Jennifer Templeton, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving a contract with Family Eldercare.

Background

Family Eldercare will serve as legal guardian for up to 30 incapacitated older adults and adults with disabilities. As approved in the FY'17 adopted budget by Commissioners Court on August 30, 2016, the total contracted amount is $73,800 of which $18,000 is funded from the "Guardianship Fund" (department 0381-0381) and $55,800 is funded out of the CCL#4 (department 0100-0429) general fund budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Family Eldercare FY17

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/31/2016 08:10 AM
Form Started By: Jennifer Templeton		Started On: 08/30/2016 03:30 PM
Final Approval Date: 08/31/2016		

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

CONTRACT
IN THE PUBLIC INTEREST
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
FAMILY ELDERCARE
(FY2017)
(Probate Court Operations- County Court at Law #4)

THIS CONTRACT is entered into by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, hereinafter referred to as ("WILLIAMSON COUNTY"), and FAMILY ELDERCARE, hereinafter referred to as ("FAMILY ELDERCARE").

WITNESSETH

WHEREAS, WILLIAMSON COUNTY has an interest in supporting guardianships for individuals who are unable to care for themselves and have no family or friends to serve as guardian;

WHEREAS, FAMILY ELDERCARE has an interest in supporting the provision of community and county-wide eldercare support services;

WHEREAS, WILLIAMSON COUNTY believes that it is in the public interest to enter into this CONTRACT with FAMILY ELDERCARE;

NOW, THEREFORE, THE PARTIES agree as follows:

1. **Public Purpose and Public Benefit**. FAMILY ELDERCARE will operate as an independent contractor in Williamson County, Texas. FAMILY ELDERCARE shall use the funding paid hereunder to perform the services and achieve the broad goals outlined in this CONTRACT, *which must be based on referrals from Williamson County through the Presiding Judge of the County Court at Law #4.* The services include, but are not limited to the following items in order to complete the project:

Exhibit "A"

- **As described in the Proposal from Family Eldercare, set forth in the attached Exhibit "A" and dated April 8, 2014, which is incorporated herein as if copied in full; and**

- **In addition to the services described in Exhibit "A," Family Eldercare also will provide financial management services for individuals whom the Presiding Judge of the County Court at Law #4 determines are in need of assistance but not in need of guardianship services, up to a total of 30 guardianship and financial management clients.**

2. Reports/Payment. FAMILY ELDERCARE shall provide to WILLIAMSON COUNTY quarterly and annual financial reports in a form agreed upon by WILLIAMSON COUNTY, and FAMILY ELDERCARE shall cooperate with annual inspections and audits that WILLIAMSON COUNTY or the auditor on behalf of WILLIAMSON COUNTY may make to ensure service standards and fiscal responsibility.

In return, WILLIAMSON COUNTY agrees to pay from funding provided by WILLIAMSON COUNTY to FAMILY ELDERCARE the full yearly amount of **$73,800.00 payable in monthly installments of $6,150.00 after October 1, 2016 and *prior* to the end of FY2017 or September 30, 2017.**

3. Reimbursement of Funds. Despite the agreed upon method of payment set forth above, FAMILY ELDERCARE agrees to return to WILLIAMSON COUNTY all funds distributed to FAMILY ELDERCARE if (a.) FAMILY ELDERCARE's use of the funds for intended purposes is insufficient; (b.) this CONTRACT is terminated for any reason; (c.) FAMILY ELDERCARE fails in any other respect under this CONTRACT; (d.) FAMILY ELDERCARE changes its operations in such a way that, in WILLIAMSON COUNTY's opinion, the FAMILY ELDERCARE no longer serves a public purpose; or (e) FAMILY ELDERCARE conveys, leases or otherwise transfers its interest in the its operations to another entity without the prior written consent of WILLIAMSON COUNTY, which such consent shall not be unreasonably withheld provided the successor entity continues to use a public purpose consistent with the spirit of this CONTRACT. The reimbursement of funds shall be prorated based on those portions that were reasonably used for intended purposes.

4. Records. FAMILY ELDERCARE shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this CONTRACT. FAMILY ELDERCARE agrees that WILLIAMSON COUNTY'S auditors shall have the right to audit such FAMILY ELDERCARE records on an annual basis along with their regular review of records in a manner and form to be agreed upon by WILLIAMSON COUNTY and FAMILY ELDERCARE. FAMILY ELDERCARE further agrees that WILLIAMSON COUNTY or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of FAMILY ELDERCARE which are directly pertinent to the services to be performed

under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. FAMILY ELDERCARE expressly agrees that WILLIAMSON COUNTY shall have access during normal working hours to all necessary FAMILY ELDERCARE facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Additionally, WILLIAMSON COUNTY shall give FAMILY ELDERCARE reasonable advance notice of intended audits.

5. Independent Contractor/Indemnity. It is understood and agreed that FAMILY ELDERCARE is not and shall not in any sense be considered an employee, partner or joint venturer with WILLIAMSON COUNTY, additionally neither shall FAMILY ELDERCARE be considered or in any manner hold itself out as an agent or official representative of WILLIAMSON COUNTY. FAMILY ELDERCARE shall be considered an independent contractor for purposes of this CONTRACT and shall in no manner incur any expenses or liability on behalf of WILLIAMSON COUNTY.

FAMILY ELDERCARE FURTHER AGREES TO HOLD WILLIAMSON COUNTY HARMLESS FOR ANY AND ALL CLAIMS BY THIRD PARTIES FOR ANY INJURIES, DAMAGES, OR LIABILITY OF ANY KIND ARISING UNDER THIS CONTRACT OR OCCASIONED BY FAMILY ELDERCARE.

6. Compliance With All Laws. FAMILY ELDERCARE and WILLIAMSON COUNTY each agree, in connection with the services or any related items to the subject matter of this CONTRACT, to comply with any and all local, state or federal requirements.

7. Notice. Any notice required to be given under the terms of this CONTRACT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:
WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 101
GEORGETOWN, TEXAS 78626

FAMILY ELDERCARE:
FAMILY ELDERCARE
ATTN: Kent Herring
1700 RUTHERFORD LANE
AUSTIN, TEXAS 78754

GENERAL COUNSEL:
GENERAL COUNSEL
OFFICE OF WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626

8. No Assignment. This CONTRACT may not be assigned.

9. Termination. Notwithstanding the agreed upon term, this CONTRACT may be terminated upon the occurrence of any of the following:

a. the termination of the corporate or business existence of FAMILY ELDERCARE;
b. the insolvency of FAMILY ELDERCARE, the filing of a petition in bankruptcy either by or against FAMILY ELDERCARE, or an assignment by FAMILY ELDERCARE for the benefit of creditors;
c. the breach by FAMILY ELDERCARE of any of the terms of this CONTRACT and the continuation of such breach for a period of ten (10) days after written notice is given by WILLIAMSON COUNTY to FAMILY ELDERCARE of such breach.
d. upon WILLIAMSON COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.

10. Term. The stated term of this CONTRACT shall be from **October 1, 2016** until **September 30, 2017**, but with on-going contractual obligations relating to audits and record keeping by FAMILY ELDERCARE extending beyond the termination date (and the payment of funds by WILLIAMSON COUNTY).

11. Employees. The parties covenant and agree that each party will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to its own employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its own employees.

12. Venue & Applicable Law. Venue of this CONTRACT shall be WILLIAMSON COUNTY, Texas, and the laws of the State of Texas shall govern all terms and conditions.

13. Severability. In case any one or more of the provisions contained in this CONTRACT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this CONTRACT and this CONTRACT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it

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

15. Proof of Non-Profit Status. FAMILY ELDERCARE has provided proof of status as a 501(c) non-profit corporate entity, which is attached and marked as "Exhibit A" and is incorporated herein as if copied in full. **Exhibit "B".**

EXECUTED to be effective as of the 1st day of October, 2016.

FOR WILLIAMSON COUNTY:

_____
Presiding Officer
Williamson County Commissioners Court
Williamson County, Texas

Date: _____ ____, 20____

FOR FAMILY ELDERCARE:

_____
Authorized Agent
FAMILY ELDERCARE

Date: July 29 ____, 2016

Exhibit "A"

family ELDERCARE
At home with changing lives.

2014 Board of Directors
Frank Leffingwell
President
Cass Grange
President-Elect
Eric Lassberg
Secretary
Rudy Belton
Past President & Treasurer
Charles Colley
Robert Josef Cross
Bruce Garlick
Char Hu
Bill McHugh
Sandy Morris
Bliss Burdett Pak
Paul M. Saper
Shubhada Saxena

President's Council
Jackie Lelong
Founder Of Family Eldercare
Jacqueline Angel
Michelle Bonilla
Tom Buckle
Don Carnes
Ellis "Pat" Craig
John Crane
Mark Davis
Clyde Farrell
Alva Finck
Cheryl George
Holly Gilman
Deborah Green
Diane "Dede" Hebner
Barbara Lipscomb
Donna Loflin
Ann Marett
J.C. "Dusty" Mccormick
Susan Sharlot
Gail Sulak
Gaye Thompson
Brent Weber

April 8, 2014

The Honorable John B. McMaster
Williamson County Court at Law #4
405 M.L.K. Street, Box 17
Georgetown, TX 78626

Dear Judge McMaster:

Per your recent discussions with Family Eldercare, I am sending you a proposal requesting $73,800 from Williamson County in FY2015 for Family Eldercare to serve as legal guardian for up to 30 incapacitated older adults and adults with disabilities. Funds will be used to provide ongoing care management and/or estate management to incapacitated Williamson County residents referred by the Court. Family Eldercare will provide guardianship services for as long as they are needed.

Family Eldercare has provided Guardianship services since 1986. We have developed a cost effective model for this service by using trained Care Managers to provide care oversight. Our program is also very successful. In 2013, and several years prior, 100% of our clients were protected from abuse and neglect.

Family Eldercare is seeking a formal contract in order to continue providing and expanding our guardianship services in Williamson County. The benefits to the County in entering into a formal agreement include:

- Guaranteed availability of Guardianship services for up to 30 Williamson County residents through the creation of new guardianships or through appointment as successor guardian;
- Reduced County costs related to civil or criminal incidents and emotional/health crises experienced by persons needing guardianship;
- Ongoing protection, care management and an improved quality of life for vulnerable older and disabled residents who are at risk of fraud, abuse, failing health and neglect; and,
- Housing with support services, located within Williamson County or outside the County, for individuals who need specialized residential care.

I hope that you will forward our request to the Williamson County Commissioners Court for their consideration. Please let me know if you need additional information or have any questions. I can be reached at (512) 483-3553 or jhefner@familyeldercare.org.

Sincerely,

Joyce Hefner
Chief Executive Officer

generously supported by
St David's FOUNDATION

Offices in Austin and Georgetown
1700 Rutherford Lane Austin, Texas 78754
ph: 512.450.0844 fax: 512.459.6436
familyeldercare.org

Family Eldercare
Proposal to Provide Guardianship Services in Williamson County

Summary

Family Eldercare requests $73,800 from Williamson County in FY 2015 to provide legal guardianship for up to 30 incapacitated older adults and adults with disabilities. Funds will provide ongoing care, estate management, and legal services related to administering guardianship to individuals who are unable to care for themselves and have no family or friends to serve as guardian. In return for the County's investment, Family Eldercare will ensure that 100% of clients receive regular monitoring visits and protection from abuse, neglect or exploitation. Our proposal will also save the County a significant amount of costs related to serving individuals who need guardianship. These costs include law enforcement, legal, EMS, health and mental health expenses resulting from crises experienced by persons who need guardianship.

Need for Services

Williamson County has one of the fastest growing populations of older adults in the Country. Census data show that Williamson County's senior population has grown 110% since 2000.[1] The Texas State Data Center estimates that the number of older adults in Williamson County will grow to over 175,000 in 2040 – an increase of almost 400%. The most significant growth will be among persons age 75 and over.[2] This is important because these individuals tend to have fewer financial resources and more disabling health conditions that require regular care and monitoring. Many also will be challenged with degenerative brain disorders. By 2025, Texas is expected to experience a 48% increase in the number of older adults with Alzheimer's disease.[3]

In addition to the growing population of older adults in Williamson County there is also a significant population of disabled individuals. According to the 2012 American Community Survey, 34,303 Williamson County residents age 18 or older, or 11.4% of the adult population, have some type of disability. This does not include persons living in institutional settings. Of this non-institutionalized adult disabled population, 35% also had physical, mental or emotional conditions that made it difficult for them to live independently.[4]

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[1] U.S. Census, 2008-2012 American Community Survey 5-Year Estimates.
[2] Texas State Data Center. 2008 Population Projections by Single Years of Age (Table 2) by County http://txsdc.utsa.edu/tpepp/2008projections/indage_csv_county.php.
[3] alz.org Alzheimer's Association, Texas. http://www.alz.org.
[4] 2012 American Community Survey, Table S1810, for Williamson County, TX.

Because of their frail physical and/or mental health, older adults and adults with disabilities are vulnerable to abuse, neglect, and financial exploitation, and need protection to live safely in community and institutional settings. In 2013, Adult Protective Services confirmed 419 cases victims of abuse, neglect or exploitation among Williamson County residents over age 18. Because this number only includes adults living in non-institutional settings, it understates the true extent of the problem. Research shows that for every reported case of elder abuse or neglect, another five instances go unreported. The majority of these abuse cases were committed by family members who are also the most common care providers for individuals in non-institutional settings.

Currently, there are over 200 guardianship investigation proceedings pending in Williamson County Court No. 4. Many of the persons subject to these investigations will not have family members or other persons willing or able to serve as their guardian.

Family Eldercare Guardianship Services

Family Eldercare has been providing guardianship services in Central Texas for over twenty years through staff members who are certified by the State of Texas Guardianship Certification Board. The guardianship program has a proven history of helping incapacitated individuals achieve a better quality of life by coordinating stable housing and appropriate medical care. In 2013, Family Eldercare served as guardian for 448 individuals and protected them from abuse, neglect, and exploitation and worked to increase their quality of life.

As legal guardian, Family Eldercare is responsible for managing nearly every aspect of a client's well-being, including their personal care, medical care, housing, financial management and even end of life decisions. Upon accepting a client for services, a Care Manager who is a certified guardian conducts an assessment and develops a comprehensive plan of care in collaboration with residential, medical, and other care providers. The assigned Care Manager will conduct at least one monthly visit to monitor the individual's condition, ensure his or her basic needs are met, advocate on his or her behalf, and secure resources to address unmet needs. Many individuals whose cases involve complex circumstances receive multiple monthly visits. Care Managers also ensure that clients are housed in the most appropriate, least restrictive living environment.

Care Managers are also responsible for ensuring clients remain free of abuse, that their individual rights are respected, and that they receive proper medical treatment. Once appointed as guardian for an individual, Family Eldercare provides care management, including providing consent for medical and psychiatric care, throughout the client's life

or until a court orders the guardianship closed. Typically, Family Eldercare provides guardianship services for many years.

Family Eldercare also recruits volunteers from the community to support clients. Volunteers visit clients monthly and provide much needed socialization and companionship to individuals who often have no family or friends. Volunteers may take clients shopping, or to recreational events, or just visit and provide company. In 2013, 67 community volunteers provided over 1,900 hours of support to Family Eldercare's Guardianship clients.

Family Eldercare's guardianship program has a lasting and meaningful impact on the lives of individuals who are extremely vulnerable to abuse, neglect and exploitation as a result of age or disability and who have no family or friends to help provide for their needs. An example is Sarah, a 65 year old woman with chronic schizophrenia with bipolar features. She is a Williamson County native, with no family members involved in her care. Sarah's chronic noncompliance with psychiatric care contributed to her being unable to maintain employment and, ultimately, becoming homeless. City of Georgetown and Williamson County Law officers struggled to deal with Sarah through the only tool available to them - the criminal justice system. Sarah was also committed to Austin State Hospital for 74 days (at a cost of approximately $500 per day) during this time. After Family Eldercare was appointed her guardian, however, the assigned Care Manager implemented a plan of care that ensured safe housing and access to medical and psychiatric care. Sarah currently lives in a Travis County group home and has been stable for the past 4 years. She has not been readmitted to Austin State Hospital.

Another example is Emma. Emma and her husband Harold moved to the Georgetown area after retirement. Their daughters lived in the area. Harold passed away in 2005. One afternoon five years later, Emma's daughters brought her to a nursing home. They left her there, and did not return. Emma was at the nursing home for a year, then experienced a decline in health. She critically needed a surgical procedure, however medical personnel felt that she was unable to give informed consent. Her daughters could not be found. Family Eldercare agreed to be appointed as her guardian and Emma received the necessary procedure. Back at the nursing home, Family Eldercare was there to monitor her well-being and to advocate for the best possible services. Family Eldercare was there at the end, ensuring that Hospice services were in place to keep her pain free. Emma passed away two months ago. Family Eldercare made the final arrangements.

Family Eldercare's Guardianship Program is a cost effective approach to providing guardianship. In many counties, probate courts address this responsibility by appointing and paying for private lawyers to advocate for and oversee the affairs of incapacitated

adults. Family Eldercare utilizes trained Care Managers, instead of attorneys, to oversee the care of incapacitated individuals.

Proposal for Funding from Williamson County

In 2013, Family Eldercare provided guardianship services to 448 individuals, including 25 residents of Williamson County. While Family Eldercare has been able to provide guardianship services without cost to Williamson County in the past, those services cannot be maintained or expanded without additional support. We are receiving an increased number of referrals, especially for individuals under the age of 55. In 2013, Family Eldercare received 22 referral calls from Williamson County. As of April 1, 2014, the program has received 14 calls from Williamson County requesting guardianship assistance.

Of the Williamson County residents served in 2013, 14 were older adults, most of whom suffer from Alzheimer's disease and dementia. The remaining clients were persons under age 55 who are incapacitated as a result of developmental or intellectual disabilities or chronic mental illness. Seventeen of the 25 persons served had incomes below the federal poverty income level.

Family Eldercare's request for funding of $73,800 in FY 2015 will provide Williamson County with a reliable, successful, and cost effective mechanism for addressing the needs of up to 30 county residents who are incapacitated as a result of age or disability. This request is based on the provision of guardianship services at a rate of $205/month per client, the rate of reimbursement paid by the Department of Aging and Disability Services for guardianship services. County funding will ensure that these residents receive the housing and care they need to live out their lives with dignity and well-being.

County funding for guardianship services will also reduce other costs incurred in dealing with incapacitated persons. Guardianship services frequently bring stability to the chaotic circumstances faced by many incapacitated persons. This stability leads to lower rates of emergency medical service calls, law enforcement dispatches, county jail incarceration, and involuntary mental health commitments, all of which are expensive services for the County to provide.

Our proposal includes providing both Guardianship of the Person and/or Guardianship of the Estate services to county residents. Family Eldercare does not propose to investigate guardianship cases or provide legal services to establish guardianships. Rather, the Court would appoint Family Eldercare as guardian after the investigation and initial guardianship. Family Eldercare will provide guardianship services in accordance with an agreement that further outlines our responsibilities, including

timeframes for providing care to referred individuals, program outcome measures, and reporting requirements.

Thank you for your consideration of this request. We value our partnership with Williamson County in addressing the needs of older adults and adults with disabilities. We are available if the County has questions or needs further information regarding this proposal.

Joyce Hefner
Chief Executive Officer
Family Eldercare
1700 Rutherford Lane
Austin, TX 78754
Phone: (512) 483-3553
Fax: (512) 459-6436
Email: jhefner@familyeldercare.org

Exhibit "B"

RECEIVED FEB 0 9 2004

Internal Revenue Service

Date: February 5, 2004

Family Eldercare, Inc.
2210 Hancock Dr
Austin, TX 78756-2609

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Delphene Naegele 31-04012
Customer Service Specialist
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
74-2286367

Dear Sir or Madam:

This is in response to your request of February 5, 2004, regarding your organization's tax-exempt status.

In January 1981 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990 T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1989 - 17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

Janna K. Skufca

Janna K. Skufca, Acting Director, TE/GE
Customer Account Services

Commissioners Court - Regular Session **50.**

Meeting Date: 09/06/2016

Public Services Funding Agreements

Submitted For: Ashlie Koenig **Submitted By:** Jennifer Templeton, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving public services funding agreements as per the FY'17 adopted budget approved by Commissioner Court on August 30, 2016.

Background

The agreements are attached for your review. Funding is the same as the FY'17 adopted budget as approved by Commissioner Court on August 30, 2016.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WBCO RENT

WBCO-SR Nutrition

CARTS

BB MHMR

BB Adult & Juv Offender Program

CAC

HOPE

CASA

Contract Summary

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/31/2016 08:10 AM
Form Started By: Jennifer Templeton		Started On: 08/30/2016 04:01 PM
Final Approval Date: 08/31/2016		

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and the Williamson-Burnet County Opportunities, Inc. ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2016 and shall terminate one year later on September 30, 2017. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with

the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $34,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the

sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public service source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party

may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. 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.

L. Compliance with Laws. Each party to this Agreement 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 this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

P. 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.

Q. 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 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 hereof 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 consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides emergency assistance; a headstart program; case managed aid to transition individuals out of poverty; a new adult education program for job skills; and a rapid re-housing program. The Funds shall be used to defray the operating costs of the Agency's central office, which is located in Georgetown, Williamson County, Texas.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Williamson-Burnet County Opportunities, Inc.

By: Diana Phillips

Printed Name: Diana Phillips

Title: Executive Director

Address:
604 High Tech Dr.
Georgetown Tx 78626

Attn: Executive Director

Telephone: 512-763-1400 x 19

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

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

Telephone: (512) 943-1550

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and the Williamson-Burnet County Opportunities, Inc. ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2016 and shall terminate one year later on September 30, 2017. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with

the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $30,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the

sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party

may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. 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.

L. Compliance with Laws. Each party to this Agreement 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 this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

P. 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.

Q. 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 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 hereof 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 consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Williamson-Burnet County Opportunities, Inc.

By: Diana Phillips

Printed Name: Diana Phillips

Title: Executive Director

Address:
604 High Tech Dr.
Georgetown Tx 78626

Attn:
Executive Director

Telephone: 512-763-1460 x19

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

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

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency shall works to identify community organizations and target neighborhoods to provide social service and economic opportunity programs for the benefit of the citizens of Williamson County. The Funds shall be used in support of the Agency's Senior Nutrition Program.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Capital Area Rural Transportation System (CARTS) ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social assistance programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2016 and shall terminate one year later on September 30, 2017. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $10,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

A. County's Right to Audit. The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

B. Agency Reports and Independent Audit Report. Provide the County with bi-annual reports which include progress meeting service objectives, the total number of persons and agencies directly served, and the number of County citizens served. Provide to the County a copy of the organization's annual independent auditor's report based upon the organization's fiscal year.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. 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.

L. Compliance with Laws. Each party to this Agreement 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 this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

P. 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.

Q. 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 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 hereof 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 consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Capital Area Rural Transportation System

By:_____

Printed Name: David L. Marsh

Title: General Manager

Address:

2010 E 6th Street

Austin, Texas 78602

Dave@ridecarts.com

512 505-5678

County:

Williamson County, Texas

By: _____

_____

Printed Name: _____

Title:_____

_____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge
Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

A. General public transportation services for the citizens of Williamson County with emphasis on the elderly and handicapped. Destinations will include but will not be limited to, medical facilities, grocery stores and other merchants, post office, doctors, etc.
B. Coordinate as appropriate with the County and other community service providers in the provision of services to County residents.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Bluebonnet Trails Community MHMR Center ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2016 and shall terminate one year later on September 30, 2017. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with

the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $63,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the

sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party

may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. 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.

L. Compliance with Laws. Each party to this Agreement 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 this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

P. 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.

Q. 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 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 hereof 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 consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Bluebonnet Trails Community
MHMR Center d/b/a Bluebonnet Trails
Community Services

By:_____

Printed Name: Andrea Richardson

Title: Executive Director

Address:
1009 N. Georgetown Street
Round Rock, Texas 78664

Telephone: 512-244-8305

COUNTY:

Williamson County, Texas

By: _____

Printed Name:_____

Title:_____

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

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides public mental health services to adults with serious and persistent mental illness and/or serious emotional disturbances. The Funds shall be used to assist in case management, skills training and medication for adult persons with mental health needs.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Bluebonnet Trails Community MHMR Center ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2016 and shall terminate one year later on September 30, 2017. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with

the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $22,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the

sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party

may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. 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.

L. Compliance with Laws. Each party to this Agreement 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 this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

P. 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.

Q. 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 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 hereof 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 consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Bluebonnet Trails Community
MHMR Center d/b/a Bluebonnet Trails
Community Services

By:_____

Printed Name: Andrea Richardson

Title: Executive Director

Address:
1009 N. Georgetown Street
Round Rock, Texas 78664

Telephone: 512-244-8305

COUNTY:

Williamson County, Texas

By: _____

Printed Name:_____

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

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides services to special needs offenders, which include service coordination/case management for adults and continuity of care, jail diversion, and wrap around services for juveniles. The Funds shall be used to provide public mental health services to adult and juvenile special needs offenders with serious and persistent mental illness and/or serious emotional disturbances who are participating in the Texas Correctional Office on Offenders with Medical Mental Impairments.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS	§	
	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Williamson County Children's Advocacy Center, Inc. ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2016 and shall terminate one year later on September 30, 2017. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with

the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $50,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the

sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party

may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. 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.

L. Compliance with Laws. Each party to this Agreement 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 this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

P. 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.

Q. 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 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 hereof 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 consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Williamson County Children's
Advocacy Center, Inc.

By: Monica Benoit Beatty

Printed Name: Monica Benoit Beatty

Title: Executive Director

Address:
1811 SE Inner Loop
Georgetown, TX 78626

Attn:
Monica Benoit-Beatty

Telephone: 512-943-3701

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

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

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides needed assistance to abused children and non-offending family members, and the professionals dedicated to the intervention, investigation, prosecution, and treatment options related to child abuse cases in an attempt to minimize trauma and reduce re-victimization to child victims of abuse. The Funds shall be used to defray the general operating costs associated with the provision of the above-described services and services (includes the general operating costs of the forensic department, counseling department, medical department, community awareness/training, and volunteer program).

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Hope Alliance ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2016 and shall terminate one year later on September 30, 2017. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $75,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income.

All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. 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.

L. Compliance with Laws. Each party to this Agreement 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 this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

P. 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.

Q. 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 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 hereof 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 consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Hope Alliance

By: P Conner LCSW

Printed Name: Patty Conner

Title: CEO

Address:
1014 Gattis School Rd. #106
Round Rock, Tx. 78664

Attn: P. Conner

Telephone: (512)255-1212

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

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

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency manages the Williamson County Crisis Center, which is the only shelter in Williamson County for women and children victims of family violence. The Agency provides on-call accompaniment to the hospitals for rape victims who are taking forensic exams. The Funds shall be deposited into the Agency's general operating fund for salaries for advocates and counselors. Any remaining balance may be applied towards mileage and shelter expenses.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and CASA[1] of Williamson County ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Agency volunteers are appointed by both District Courts and the County Courts at Law of Williamson County to provide trained, court-appointed volunteers to advocate in the best interest of abused and neglected children on their journey to a safe, permanent home in cases pending before the courts;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

---

[1] Aka, "Court Appointed Special Advocates"

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

E. Reports. Agency shall provide to the Williamson County Commissioners Court bi-annual reports in a form agreed upon by County and Agency to inform the County

regarding Agency operations and the number of cases being handled for the benefit of Williamson County. Such reporting shall occur on or as close as possible to October 15th and May 15th of the fiscal year in order to assist the Commissioners Court with budgetary planning for possible future funding, although funding shall be revisited on a year-to-year basis to ensure service standards and fiscal responsibility.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2016 and shall terminate one year later on September 30, 2017. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $20,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and

transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS, AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. 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.

L. Compliance with Laws. Each party to this Agreement 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 this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

P. 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.

Q. 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 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 hereof 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 consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

CASA of Williamson County

By: Alisa De Luna

Printed Name: Alisa De Luna

Title: Executive Director

Address:
805 W. University Ave, Stell
Georgetown, TX 78626

Attn: Executive Director

Telephone: 512-868-2822

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

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

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

Court Appointed Special Advocates (CASA) of Williamson County, TX, is to provide trained, court-appointed volunteers to advocate in the best interest of abused and neglected children on their journey to a safe, permanent home. The Agency also provides needed assistance to children and family members, and the professionals dedicated to minimize trauma and reduce re-victimization to child victims of abuse and neglect. The Funds shall be used to defray the general operating costs associated with the provision of the above-described services and services (includes the general operating costs, community awareness/training, and volunteer program).

CONTRACTS

DEPT 640 Public Assistance

DEPT - OBJ		2012 Funding	2013 Funding	2014 Funding	2015 Funding	2016 Funding	2017 Funding	Funds utilized to…	Services Provided	Metrics of services provided	Contract Length	Comments
0640-004104	**Rural Fire Protection**	$ 457,096.00	$ 501,327.00	$ 537,394.00	$ 569,461.00	$ 488,747	$ 500,361	ESO Payments		Georgetown ESO payments reduced due to the changes made by the city.	Renews year to year	FY16 Decrease due to Georgetown City &ESD 8 no longer meets the agreement criteria
0640-004611	**Rent-Wmson-Burnet County Opp**	$ 34,000	$ 34,000	$ 34,000	$ 34,000	$ 34,000	$ 34,000	Defray operating costs of the central office	Provide emergency asst., headstart, case managed aid to transition out of poverty, new adult education program for job skills, rapid re-housing program	During 2015 the Head Start program provided educational, hygiene, health and social services to over 600 low-income infants, preschoolers, and toddlers from Williamson County.Programs including wellness, healthy nutrition, school readiness and others were offered and participated in by many families of enrolled children as well. Historically Reported: Williamson County only... 800 disadvantaged children were enrolled in headstart; 3,679 people received financial assistance; 152 families live in the low cost WBCOCedar Ridge Apartments in Leander	Renews year to year on October 1, unless one or both parties terminate	2nd Contact Info: Lara Adamson, Grants Cord. ladamson@wbco.net
0640-004614	**Senior Nutrition, Wmson-Burnet**	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	Support the senior nutrition program	Identify community organizations and target neighborhoods to provide social service and economic opportunity programs for the benefit of the citizens of Williamson County and Burnet County	Through the Meals on Wheels/Senior Nutrition program over 118,000 meals were served to needy seniors in Williamson County in 2015. Visits by caring volunteers provided well checks and much needed socialization. Surveys completed by clients indicated that an overwhelming majority were eating better, healthier and felt safer due to the services provided by the Opportunities Meals on Wheels Program. In 2015, the Community Services program assisted 2,149 clients in Williamson County with utility assistance, case management, and emergency shelter, with 701 low-income families receiving services assisting them towards their goals of independence. The Cedar Ridge apartment complex in Leander provided affordable housing to over 400 individuals in 2015.	Renews year to year on October 1, unless one or both parties terminate	
0640-004612	**Capital Area Rural Transportation System (CARTS)**				$ 10,000	$ 10,000	$ 10,000	general costs in operating fund	Provide general low cost public transportation services to the citizens of Williamson County with emphasis on the elderly and handicapped	In FY2015, a total of 7,345 General Public passenger trips were provided in the non-urbanized portions of Williamson County; Historical the program reported: Round Rock area-14,071 local trips and 21,946 total trips; Georgetown area- 7,017 local trips and 10,331 total trips; Taylor area- 5,437 local trips and 11,844 total trips	Thirty days written notice required to terminate, no auto renewal	FY15 Requesting $20,000
0640-004703	**Bluebonnet Trails Community Center**	$ 63,000	$ 63,000	$ 63,000	$ 63,000	$ 63,000	$ 63,000	Provide public mental health services to adults with serious and persistent mental illness and/or serious emotional disturbances	Case management, skills training, and medication services, for adult persons with mental health needs	FY2015 295 persons served; 79% remained compliant w/ treatment; 75% remained in outpatient care; 80% had no involvement w/ law enforcement. Historically reported: Unduplicated numbers served FY08-2,681, FY09-2,875,Current FY10-2,144	Renewal October 1st, termination requires at least ninety days notice before contract auto-renews for another 3 years	
0640-004963	***Bluebonnet Trails Community Center* _ (broken down into the two services below)**							see two entries below	see two entries below	see two entries below	see two entries below	
0640-004963	**Early Childhood Intervention**							Funds are designated to support more service hours to address special needs, services supported are developmental therapy, physical therapy, speech therapy, occupational therapy, nutrition services, and family counseling	Providing public behavioral and developmental healthcare services to children between the ages of 0-3 years and their families to overcome developmental delays caused by prematurity, prenatel exposure to drugs and alcohol, abuse and neglect, and autism	Historically reported: FY09- Avg. Monthly referrels-88, Avg. monthly enrollment- 392, Unduplicated # of children 1,003 March 2010 # of referrrels 111, number of enrolled children 456	October 1, 2008 through September 30 ,2011, termination requires at least ninety days notice before contract auto-renews for another three years. Ended funding in FY 11.	
0640-004963	**Adult and Juvenile Offender Program Supporting Services under the *Texas Correctional Office on Offender with Medical or Mental Impairments***	$ 22,000	$ 22,000	$ 22,000	$ 22,000	$ 22,000	$ 22,000	Providing public mental health services to adult and juvenile special needs offenders with serious and persistent mental illness and/or serious emotional disturbances, participating in the Texas Correctional Office on Offenders with Medical Mental Impairments	The services provided to the special needs offenders include service coordination/case management for adults; continuity of care , jail diversion, and wrap around services for juveniles	FY2015 240 Number persons served: 82% remained compliant w/ treatment, 87% remained in the community and did not recycle back into the criminial justice system w/ last 3 yrs;	October 1, 2008 through September 30 ,2011, termination requires at least ninety days notice before contract auto-renews for another three years	
0640-004708	**Child Advocacy Center**	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	general operating costs (includes forensic department, counseling department, medical department, community awareness/training, and volunteer program)	Provide needed assistance to abused children and non offending family members, and the professionals dedicated to the intervention, investigation, prosecution, and treatment options related to child abuse cases, to minimize trauma,and reduce revictimization to child victims of abuse	Interviews with children: 2007-634, 2008-650, 2009-743	At County's option this agreement may be renewed for additional terms of one year each, terminated by either party with at least 60 days notice	
0640-004967	**Williamson County Crisis Center (Hope Alliance)**	$ 67,500	$ 67,500	$ 67,500	$ 67,500	$ 67,500	$ 75,000	Funding goes into general operating fund for salaries for volunteer director, counselor, and client services coordinator-remaining balance pays for monthly utility bills at the shelter	Manage only shelter in the County for women and children, provide on call accompaniment to the hospitals for rape victims forensic exams	In FY2015: 3600 men, women& children will be provided services, 20% more than in 2014; 375 individuals will be provided 6,900 nights of safety; 400 adults and children will participate in counseling; 3100 hotline callers will recieved crisis intervention, 700 survivors will receive legal advocacy assistance; 89% shelter clients will avoid homelessness; 92% of adults will report being better equipped to avoide re-victimization; Historically reported:2009-about 3,500 Williamson County residents were served, average 5 women per week for forensic exams in rape cases	Renews year to year on November 11 unless one or both parties desires to terminate	
		$723,596	**$767,827**	**$803,894**	**$845,961**	**$765,247**	**$784,361**					

CONTRACTS

OTHER		2012 Funding	2013 Funding	2014 Funding	2015 Funding	2016 Funding	DRAFT 2017 Funding	Funds utilized to...	Services Provided	Metrics of services provided	Contract Length	Comments
0409-3900	**Court Appointed Special Advocates (CASA) of Williamson County**					$ 20,000	$ 20,000	Funds shall be used to defray the general operating costs associated with the provision of the services (includes the general operating costs, community awareness/training, and volunteer program).	Court Appointed Special Advocates of Williamson County to provided trained, court-appointed volunteers to advocate in the best interest of abused and neglected children on their journey to a safe, permanent home.	This year, served 192 children with 106 volunteers. 240 Children went without CASA volunteer.	Renews year to year, unless one or both parties desires to terminate	Funded from 0409 Dept Memberships,
						$ 20,000	$ 20,000					

Commissioners Court - Regular Session **51.**

Meeting Date: 09/06/2016

proposed budget order

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the FY16/17 Budget Order.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

proposed.b.o.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	08/30/2016 02:37 PM
Form Started By: Rebecca Clemons		Started On: 08/30/2016 01:06 PM
Final Approval Date: 08/30/2016		

STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2016/2017 COUNTY BUDGET

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2016/2017;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Judge and amended by the Commissioners Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	117,794.82 per year
b)	Judge of the County Court at Law #1	157,000.00 per year
c)	Judge of the County Court at Law #2	157,000.00 per year
d)	Judge of the County Court at Law #3	157,000.00 per year
e)	Judge of the County Court at Law #4	157,000.00 per year
f)	County Attorney	157,000.00 per year
g)	County Sheriff	119,002.78 per year
h)	County Clerk	97,574.36 per year
i)	County Tax Assessor/Collector	101,466.82 per year
j)	District Clerk	97,574.36 per year
k)	County Treasurer	93,879.76 per year
l)	Each County Commissioner	95,918.16 per year
m)	Each Justice of the Peace	85,388.698 per year
n)	Each Constable	80,771.60 per year

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2. The number of employee positions established and authorized for each official and/or department, and the maximum allowable salary for each position is reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2016/2017 budget year is as follows:

Veterans Day	Friday	November 11, 2016
Thanksgiving Holiday	Thursday	November 24, 2016
	Friday	November 25, 2016
Christmas Holiday	Friday	December 23, 2016
	Monday	December 26, 2016
New Year's Holiday		
	Friday	December 30, 2016
Martin Luther King Day	Monday	January 16, 2017
President's Day	Monday	February 20, 20167
Good Friday	Friday	April 14, 2017
Memorial Day	Monday	May 29, 2017
Independence Holiday	Tuesday	July 4, 2017
Labor Day	Monday	September 4, 2017

See Addendum: The Williamson County Employee Policy Manual (as updated April 21,2015). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

1. A maximum of 18 approved positions within the Law Enforcement Bureau of the Williamson County Sheriff's office will be designated as Field Training Officers. To receive Field Training Officer incentive pay, a Deputy must be TCLEOSE certified as a Field Training Officer and be assigned by the Sheriff as one of the approved 18 officers. The Officers also must follow the Field Training Officer's Standard Operating Procedures in place with the Williamson County Sheriff's Office.

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2. A maximum of 12 approved positions within the Corrections Bureau of the Williamson County Sheriff's Office will be designated as Corrections Training Officers. The officers must have appropriate certification and follow established operating procedures.

3. A maximum of 11 approved law enforcement tenure positions within the Williamson County Sheriff's Office are eligible for Crisis Intervention Team Supplemental pay in the amount of $250 per month. In order to receive the CIT supplemental pay a law enforcement tenured deputy must hold the appropriate certifications and follow established policies and procedures.

4. A maximum of 4 positions in Emergency Communications may receive $100.00 per pay period incentive pay as a designated Training Specialist. To receive the Training Specialist pay, the employee, at a minimum, must be trained as a Certified Training Officer by the Association of Public Safety Communications Officials, meet all TCOLE training standards requirements, and be credentialed through the Emergency Communications education process. The Training Specialist may receive incentive for providing training on call taking, law enforcement radio dispatching, or fire/EMS radio dispatching. The Training Specialist, while receiving the incentive pay, will also be responsible for conducting regular continuing education training, new employee academy support, and other education related duties as assigned consistent with the ongoing education of the frontline employees. The Training Specialist will be selected based on the type of training required such as Law Enforcement, Fire, Call Taker and EMS. The selection of the FTO will be on a rotation basis according to the training criteria required.

~~A maximum of 8 positions in the 911 Communications division may receive up to $150.00 per month incentive pay as a designated Field Training Officer. This will be paid for a maximum of 8 months. To receive FTO pay the employee must be TCLEOSE certified as a Telecommunications Training Officer or must be certified as a Communications Training Officer by the Association of Public Safety Communications Officials. The FTO may only receive incentive pay when assigned new personnel during a training period. The trainer will be selected based on the position and duties of the newly hired personnel according to the type of training required such as Law Enforcement, Fire, Call Taker and EMS. The selection of the FTO will be on a rotation basis according to the training criteria required.~~

5. A maximum of 20 positions within the Emergency Medical Services Division of may be designated as Field Training Officers. A maximum of $150.00 per month may be paid as FTO incentive pay per employee. The employee must be certified or licensed by the Texas Department of State Health Services as a Paramedic (with no state sanctions or disciplinary restrictions) in order to receive the incentive pay. Also required: a) a completed course of instruction at the Paramedic level (National Registry preferred) b) a Williamson County EMS FTO training course c) valid Texas Driver License d) thorough knowledge of current principles and practices of emergency care at the basic and advanced levels e) responsible for the training and development of new Williamson County Emergency Medical Services personnel, First Responder Advanced Providers, senior paramedic students and instructor duties as assigned at EMS educational shift tracks.

6. A maximum of 4 positions within the MOT may be designated as Field Training Officers during the period of time that the position is participating in training. A maximum of $150.00 per month may be paid as FTO incentive pay per position. ~~so long as the $150.00 is continuing to be reimbursed by The Texas A&M University System Health Science Center~~

~~on behalf of the College of Medicine in accordance with their agreement with Williamson County.~~

7. An Assistant District Attorney may receive supplemental pay for on call duties. The duties require the employee to carry a cell phone for a week at a time on a rotating basis. The week runs from Friday at 5:00 PM through the weekend until the following Friday at 5:00 PM. The assigned on call prosecutor will receive calls for charging advice and warrant assistance and may need to contact the assigned judge for review and approval of any warrant. The amount of the supplement will be $200.00 per week per employee. The funding for this supplemental pay will come from the District Attorney's Asset Forfeiture Fund.

Commented [RC1]: Follow up in Jan. with DA on need for supplemental pay after Intake Division is in place.

8. An employee in the Facilities Maintenance department may receive up to $75.00 per week for On Call duty work. The employee must be able to respond to an event within 1 hour of being notified while on call. A total of two employees may be requested to be on call each week. The week for on call duty will be from Wednesday to Wednesday. Only non-exempt staff will be selected for additional on call duty pay on a rotating basis. If the employee does not follow the departmental procedures provided in the Maintenance SOP then the employee will not receive additional pay.

9. "An employee in the Technology Services department may receive a supplement of up to $100 per week for On-Call duty work. The employee must be able to respond to an event within 30 minutes of being notified while on call. The duties require the employee to carry a cell phone while on call. The assigned on-call employee will receive calls from public safety personnel (i.e. Sheriff's Office, 911 Communications, EMS, city police, etc.) when they have critical technology issues that cannot wait until the next business day. The week for on-call duty will be from 5:00 pm Thursday to 5:00 pm Thursday. The on-call employee must follow the departmental procedures for On-Call duty in order to receive the supplemental pay."

Commented [RC2]: IT is requesting an increase to $200, HR is not recommending this increase.

IV. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

> Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Commissioners Court has assigned $1.6 million dollars of fund balance for the purpose of funding Law Enforcement and Corrections salaries should the amount budgeted not be sufficient to fund the total amount of approved FTE's in these departments. A budget amendment will be placed on the consent agenda during the fiscal year should the departments exceed the budgeted total.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures. The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioner's Court has designated the portion of fund balance representing the amount of the original settlement ($2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

Use and Distribution of Specific Special Revenue Funds

4. **Child Safety Fund:** Child Safety fees collected by justice, county and district courts in accordance with the Texas Education Code are accumulated in the Child Safety Fund. These funds are to be distributed to Williamson County school districts based on the number of students who reside in Williamson County for the purposes of providing school crossing guard services. This distribution will occur annually at the close of each fiscal year.

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5. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

6. **Employee Fund**: The Employee fund is proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

a) To offset the cost of the County Christmas Party
b) Flowers for the death of an employee only
~~c)~~ An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition.
~~d)~~c) ~~Employee recognition expenditures as approved by the County Judge.~~
(Purchasing guidelines must be adhered to)
   i. The employee must be vested
   ii. $40.00 allowed for employees with up to 15 years of service
   iii. $80.00 allowed for employees with over 15 years of service
~~e)~~d) Employee of the Year Awards

No reimbursement of sales tax will be allowed.
The amount allowed for use may never exceed the actual balance in the fund.
Purchases from this fund are approved by the County Judge.

7. **Self-Insured Health Plan Fund Policy**: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self-insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of projected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of projected claims.

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8. **WM-City of Hutto and Hutto ISD Fun**d: The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

9. Williamson County Community Facility Fund: This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

V. PURCHASING – GENERAL PROCEDURES

1. Since the Purchasing function within Williamson County is neither centralized or decentralized, frequent communication and training between individual county departments and the Purchasing Department are both vital and necessary to best facilitate the judicious expenditure of county dollars. As such, employees of Williamson County departments conduct many purchasing functions under the delegated authority of the county's Purchasing Agent. Responsibility for adherence and compliance to all Purchasing Policies and legal requirements rests primarily with the employee, under the supervision of either a Department Head or Elected Official who certifies conformance. Interpretations and clarifications as to legal requirements and Purchasing Policies should be addressed by the Purchasing Department and legal counsel as necessary.

Commented [RC3]: One sentence added by legal

2. Williamson County uses both Purchase Orders and Procurement Cards (P-cards) for general purchases of goods and services. A good understanding and working knowledge of each procurement method is essential before a purchase is requested or conducted by any employee. Each method has its own policies that must be strictly followed.

3. Information for conducting purchases on behalf of Williamson County can be located on the intranet Purchasing Portal located at: *https://wilco365.sharepoint.com/purchasingportal*. This site provides county departments access to:
   a. Policies, Procedures and Manuals
   b. Training Materials
   c. Forms
   d. Guides and other tools to assist in the purchasing process

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4. Any questions related to conformance of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

Commented [RC4]: Purchasing is proposing including a summary in the general policies area of the budget order with a link to additional information online.

~~1. The purpose of this section is to facilitate the judicious expenditure of county dollars. This policy will provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing policies rests with the employee, supervisor or department head who certifies conformance to them. Any questions related to conformance should be directed to the Purchasing Department prior to making a purchase. All P.O.'s must be submitted electronically.~~

~~2. Two documents exist in order to assist in the purchasing process within Williamson County.~~

~~1. ***How to Do Business with Williamson County*** is a guide for suppliers and the public and is located on the county website: http://www.wilco.org/CountyDepartments/Purchasing~~

~~2. The ***Williamson County Purchasing Manual*** is a guide for all Williamson County departments and employees. It is located on the Purchasing page of the internal Wilco 365 SharePoint site.~~

~~3. All County purchasing policies must be strictly adhered to for all purchases and can be located in the ***Williamson County Purchasing Manual***, including:~~
~~All county Purchase Requisitions and Purchase Orders must be submitted electronically.~~

- ~~All purchases for materials and supplies require a purchase order, prior to placing the order.~~
- ~~Requests for a Purchase Order after the order is placed will not be processed.~~
- ~~Specific guidelines for emergency purchases.~~
- ~~Any invoices that do not reference a valid Purchase Order must receive a waiver of the requisition requirement from the County Judge before the invoice can be approved and processed. All requests for waiver must be accompanied by a written statement from the Department Head, Appointed Official, or Elected Official describing the reason for the deviation from the policy.~~
- ~~—~~

~~4. **PROCUREMENT CARDS (P-cards):** Every procurement card issued is linked under one account by the P-Card vendor. **A delay in getting the proper documentation from one cardholder could result in the suspension of card privileges for the entire County.**~~

~~The procurement card monthly Expense Report and all receipts must be submitted to Accounts Payable within 5 days of receipt of statement.~~

~~a) All receipts must be detailed to show items purchased.~~
~~b) Cardholders are responsible to resolve discrepancies with the P-Card vendor.~~
~~c) Cardholder must not allow vendors to charge tax on P-Card transactions. Cardholder may be responsible for reimbursing the County for sales tax charged if tax is not credited back to the card by the next billing cycle.~~

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~~d) Cardholder is responsible to verify budget funds are available before the purchase is made.~~

~~e) Backup documentation is required for travel/training charges. Charges for non-employees are strictly prohibited.~~

~~f) If a receipt is lost then a signed affidavit attesting to the items purchased must be received in lieu of the receipt.~~

~~g) Personal charges on the procurement card are strictly prohibited and may result in disciplinary action including suspension of card privileges and/or termination of employment.~~

~~h)~~

~~**Suspension of card privileges may be recommended for any cardholder who repeatedly does not follow proper procedures regarding documentation and timeliness for their P-card purchases.**~~

VI. ACCOUNTS PAYABLE - GENERAL PROCEDURES

1. The following definitions apply to the Accounts Payable section of this order.

   a) Authorized travel -any travel by a county official or employee for the purpose of official county business.
   b) Day travel -travel **outside** the county that does not include an overnight stay.
   c) Overnight travel -travel **outside** the county that **exceeds** a 50-mile radius and does include an overnight stay.
   d) Emergency -the occurrence of an unforeseen circumstance, which may result in harm to the public good.
   e) Official county business -business that relates directly to a person's work function and directly benefits the county.
   f) Training reimbursement -shall include all expenses relating to training including travel to the destination, meals, lodging and training aids. (workshops, seminars, conferences)
   g) Travel reimbursement -shall include all expenses relating to travel including travel to the destination, meals and lodging. (Delivering documents, transporting a prisoner, attending county business meetings.)

2. The purpose of the Accounts Payable procedures is to promote the prudent exercise of judgment when spending county dollars. This policy will provide accountability and consistent Accounts Payable procedures in the issuance of checks for Williamson County obligations. The responsibility to observe these guidelines rests with the employee, supervisor or department head who certifies conformance to these guidelines by approving the expenditure.

   a) Any bill or invoice must be submitted to the County Auditor for payment within fourteen (14) days of receipt by the Department all expense reimbursements must be submitted to the County Auditor for payment within sixty (60) days of the expenditure.
   b) Checks for payment of county obligations will be issued not later than 30 days after the date the invoice is received in the Accounts Payable department, pursuant to Texas Govt. Code Sec. 2251.021.

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c) Checks will be issued every Tuesday. When an issuance date falls on a holiday, checks will be issued on either the first working day before or after the holiday.

d) The cutoff day for receiving invoices for each check run will be Wednesday. The Accounts Payable department will endeavor to process invoices that are received from Thursday to the following Wednesday approximately 13-20 days after the invoice is received in our department.

e) Any invoice or expense reimbursement requiring additional review or signatures may cause delays in processing.

f) Manual checks will be issued in emergency situations only.

g) Purchase orders are required for ALL purchases of materials and supplies, pursuant with the Texas Local Government Code, Chapter 113, Section 901 and the County Purchasing Manual. The Auditor's office will not process payment for an invoice without the required purchase order. Any expense incurred without the required Purchase Order must be submitted to the County Judge, along with the County Judge Approval Form, for his waiver of the Requisition requirement prior to submitting the expense to Accounts Payable for payment.

h) Discrepancies between invoices & purchase orders should be brought to the attention of the Purchasing department before submitting to Accounts Payable.

i) ~~A copy of the PO should be submitted with the invoice to properly release encumbered funds.~~ PO numbers should be included on the invoice from the vendor. If the PO number is not indicated, the department should include the PO on the invoice when submitting it to the Accounts Payable Department.

j) Invoices shall be submitted as a signed original or electronically. Do not submit both ways to avoid duplication of payment. Please include all relevant back up documents and signatures with the electronic copy.

k) All authorizations and account coding should be made on the invoice.

l) Approval signatures and account coding should not be made on the remittance portion of the invoice. If necessary, attach an additional sheet with approval authorization.

~~m) Some suppliers require payment at the time an order is placed. Please complete a purchase requisition and send the relevant backup documentation to the Purchasing department, who will then forward the request to Accounts Payable.~~

m~~n~~) If a PO is not required, (Consult Purchasing Guide) please submit a check requisition request with appropriate documentation directly to Accounts Payable. Please note, in either circumstance there is a 13-20 day processing time from the date Accounts Payable receives the request.

n~~o~~) Any questions or extenuating circumstances should be directed to the Accounts Payable department.

o~~p~~) A request for reimbursement for an on-line expense (e.g., e-tickets or hotel deposit) a printout of the on-line/e-mail receipt should be attached to your expense report.

p~~q~~) Cell phone use will be reimbursed/paid according to the county cell phone policy ~~attached hereto as Addendum A.~~

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q~~r~~) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations. ~~).~~) ~~All county meetings should be held in county facilities whenever feasible and such facilities are available. If county meeting space is not available, other publicly owned facilities, such as those owned by cities and school districts, should be utilized as the rental of these facilities is often at little or no cost.~~

r) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publically owned facilities, such as those owned by cities and school districts, should be utilized as the rental of these facilities is often at little or no cost.

s~~t~~) Transfer of funds out of the following line items will not be allowed:

i) Training
ii) Gasoline
iii) Cell Phones

t~~u~~) Transfer of funds into any of the above line items may be allowed.

u~~v~~) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal:

i. Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, 1102, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/ re-allocation are permissible and will be placed on the agenda ~~quarterly~~ for Commissioners Court approval/review.
ii. Fringe Benefits

~~w~~) ~~The County Budget Officer has the authority to approve a Line Item Transfer from Merit Pay to Salaries in compliance with the Compensation Policy.~~

v) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.

i. Funds for recruitment items must be approved during the annual budget process.
ii. Items must not state the name of any individual, but instead the name of the county and/or department or office.

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iii. "Give Away" items such as pens, pencils, etc. should not exceed $2.00 per item.
iv. All purchases must follow procurement guidelines.

VII. COUNTY VEHICLES

1. The use of county equipment or vehicles for personal use is prohibited by law, but because of the need for specific officials and specific employees to respond to emergencies at night or on weekends, the following officials and employees (with the concurrence of their department head) are required to take a county vehicle to their home at night within Williamson County, even though this involves the use of a county vehicle for travel to and from their residence each day:

a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Captains and Chiefs
b) One Chief and three Captains in the Corrections Division of the Sheriff's Office
c) Each Constable and Deputy Constables
d) Investigators in the District Attorney and County Attorneys offices
e) Two on call maintenance employees designated by the Maintenance Director and approved by the Commissioners Court
f) The EMS Director, EMS Deputy Director, Division Commanders, and Operation Commander(s) approved by EMS Director
g) The Hazardous Materials Chief and Assistant Haz-Mat Chief
h) The Director of Road and Bridge, (7) Unified Road Foremen, Unified Road East & West Side Supervisor(s), (4) Unified Road County Inspectors
i) The Director of 911 Communications and Deputy Director who may take home the vehicle when on duty in absence of the Director of 911 Communications
j) The MOT Director and all on call MOT counselors
k) The Manager of Emergency Management and the Assistant Manager of Emergency Management

The following list has been grandfathered in by the previous court, will not be expanded and shall show significant decreases in each budget year until phased out.

Sheriff's Office
S. Zion
S. Shanks
D. Garrett
J. Hicks

Constable Office Pct. 2
S. Holt

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County vehicles assigned to departments or individuals that are not take home vehicles, shall be returned and parked at the end of each work day at the facility where the primary office is located.
It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one Commissioner's Court member, the Fleet Director, Sr. Director of Human Resources, Sr. Director of Infrastructure, Purchasing Agent, and the Budget Officer.

3. All accidents involving County vehicles and equipment will be reported to the Director of Analytics and Administration in the Human Resources Department on a timely basis, but never more than three days after an accident. The Director of Analytics and Administration will provide a report to Commissioner's Court on a quarterly basis of the status of the entire county fleet. This report will consist of, but not be limited to, a listing of vehicles involved in accidents and vehicles that need to be taken out of service for any reason. It will include information in regards to the disposal of any county vehicles.

VIII. COMMISSIONER'S COURT

This order designates the Commissioner's Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE 2016/2017 WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of for, and against on the day of September, 2016.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioner's Court.

Attest:

_____ _____

Dan A. Gattis, County Judge Nancy E. Rister, County Clerk

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The Following Addendums are included fully in the Budget Order as approved by the court:

Cell Phone Policy

Williamson County Cell Phone Policy

Policy
Williamson County will no longer purchase cell phones or provide cell phone service for individual use except for those required for security reasons. For the majority of County employees, a stipend policy has been implemented and is laid out below.

Procedures for the Stipend Policy

I. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

II. Seven levels of cell phone stipends will be established:

- $20.00 Per Month – ($10.00 per pmt)
- $30.00 Per Month - ($15.00 per pmt)
- $40.00 Per Month – ($20.00 per pmt)
- $50.00 Per Month – ($25.00 per pmt)
- $60.00 Per Month – ($30.00 per pmt)

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$70.00 Per Month – ($35.00 per pmt)
$80.00 Per Month – ($40.00 per pmt)

III. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year) The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

IV. Employees who are currently assigned a County owned cell phone will be allowed to keep the phone if approved for a stipend and may use the phone to obtain individual phone service. Any current county owned cell phone must be returned to the Auditor's Office if the employee terminates, changes positions, elects to obtain a different phone or is denied a County stipend. Any employee allowed to keep a currently issued County owned cell phone will keep the phone in good working condition. Replacement cost and/or maintenance will be the employee's responsibility.

V. All current County maintained cell phone accounts will be terminated as soon as possible when the current contract ends. No additional termination fees will be approved for payment unless approved by the County Judge.

VI. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

VII. Expenditures over the allowed stipend will not be reimbursed.

VIII. An approved cell phone stipend will not follow an employee if the employee changes positions.

IX. Each department head or elected official is responsible for verifying and monitoring their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

X. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

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Commissioners Court - Regular Session **52.**

Meeting Date: 09/06/2016

Termination of Thomson Reuters - Manatron Inc. Contract with County Clerk GRM Recorder

Submitted For: Nancy Rister **Submitted By:** Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

To discuss and approve the termination of Manatron, Inc. - A Thomson Reuters Business contract/Statement of Work with the 30 day notice per the Termination of Convenience clause in Addendum No.1 Section1 regarding the County Clerk recording software Aumentum/GRM Recorder.

Background

With the compiled letter from Hank Prejean, the 30 day notice was sent to coincide with the county fiscal year end of Sept. 30th.
This is regarding the recording software GRM or commonly knows as Aumentum from the upgrade from Anthem which has now been replaced by Tyler Eagle. We have been live on Tyler Eagle recording software since August 15th.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SOW Aumentum/GRM Recorder

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/31/2016 09:42 AM
Form Started By: Nancy Rister		Started On: 08/29/2016 04:07 PM
Final Approval Date: 08/31/2016		

ADDENDUM NO. 1
TO STATEMENT OF WORK TX091613WC
BETWEEN MANATRON AND
WILLIAMSON COUNTY, TEXAS

The underlying Statement of Work TX091613WC, "Upgrade to GRM Recorder," (the "SOW") between Manatron, Inc. – a Thomson Reuters Business ("Manatron") and Williamson County, Texas (the "County") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the SOW shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the SOW. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the SOW and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

1. **Termination for Convenience.** The County may terminate the SOW for convenience and without cause or further liability upon thirty (30) days written notice to Manatron. In the event of such termination, it is understood and agreed that only the amounts due to Manatron for goods, commodities, and/or services provided and expenses incurred to and including the date of termination, as well as any necessary and reasonable contract closeout costs and profit on that portion of the work performed up to the specified date of termination, will be payable. No penalty will be assessed for the County's termination of the SOW for convenience.

2. **Venue and Governing Law.** Each party to the SOW hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with the SOW shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that the SOW is governed by the laws of the United States, the SOW shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

3. **No Waiver of Immunities.** Nothing in the SOW shall be deemed to waive, modify, or amend any legal defense available at law or in equity to the County or its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The 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.

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

5. **Non-Appropriation and Fiscal Funding.** The obligations of the County under the SOW do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that the County shall have the right to terminate the SOW at the end of any County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to Manatron at the end of its then-current fiscal year to be effective as of the last day

of the County's fiscal year. Such notice shall be accompanied by the payment of all sums then owed Manatron under this agreement, if any.

6. **Payment, Interest, and Late Payments.** The 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 latest of (1) the date the County receives the goods under the contract, (2) the date the performance of the service(s) under the contract is completed, or (3) the date the Williamson County Auditor receives an invoice for the goods and/or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%) and 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 Manatron, the County shall notify Manatron of the error not later than the twenty-first (21st) day after the County receives the invoice. If the error is resolved in favor of Manatron, Manatron shall be entitled to receive interest on the unpaid balance of the invoiced submitted by Manatron beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Manatron shall submit a corrected invoice that must be paid in accordance with 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 apprpropriate date.

7. **Relationship of the Parties.** Each party to the SOW, in the performance of the SOW, 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.

8. **Sales and Use Tax Exemption.** The County is a body 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 materials subject hereof are being secured for use by the County. Exemption certificates will be provided to contractors and suppliers upon request.

9. **Confidential Information and Nondisclosure**. As used in this agreement, "Confidential Information" includes Manatron's software and customizations in any embodiment; the terms, conditions, and pricing of this agreement; either party's technical and business information relating to inventions, software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing, and future business plans; any and all internal customer and employee information; and any information exchanged by the parties that is clearly marked with a confidential, private, or proprietary legend. Information that is conveyed orally shall be designated as confidential at the time of disclosure and shall be reduced to writing within ten (10) business days. Notwithstanding any provision in this section, the County specifically acknowledges that Manatron's software, including, without limitation, the database architecture and sequence and documentation, comprise Confidential Information and know-how that are the exclusive property of Manatron. The parties agree, unless otherwise provided in this agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination, or publication by its employees or agents. The County further agrees that it will not allow any form or variation of Manatron's software to enter the public domain. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law, and that the non-disclosing party shall be entitled to equitable relief in addition to all other remedies available to it. The County shall not disclose the

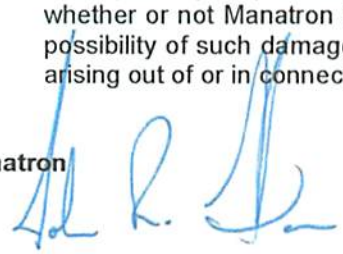
results of any performance or functionality tests of Manatron's software to any third party without Manatron's prior written approval. A party's Confidential Information shall not include information that (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this agreement; or (e) is required to be disclosed by law.

10. **Texas Public Information Act.** To the extent, if any, that any provision in the SOW is in conflict with Texas Government 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 the County and 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 the County as to whether or not the same are available to the public. It is further understood that the County's officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County and 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 the County by a party hereto, in reliance of any advice, decision, or opinion of the Attorney General of the State of Texas.

11. **Execution in Counterparts.** The SOW may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which together shall constitute one and the same document.

12. **Successors and Assigns.** The SOW shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

13. **Limitation and Disclaimer.** Manatron's liability for damages of any kind, regardless of the form of action or theory of liability, shall not exceed Manatron's insurance coverage. To the extent that a claim is not within Manatron's insurance coverage, Manatron's liability shall not exceed (a) in the event of damages associated with a service or hardware product, the fee paid by the County for that service or hardware product, or (b) in all other cases, the license fee paid by the County for use of the software. In no event shall Manatron be liable under any contract, negligence, strict liability, or other legal or equitable theory, for any special, punitive, exemplary, or excess costs of re-procurement ("cover cost"); for indirect or consequential damages of any kind, including damages resulting from interruption of use or loss or corruption of data; for lost revenue; for losses resulting from system shutdown, failure to accurately transfer, read, or transmit information, failure to update or provide correct information, stolen or misused passwords, system incompatibility, or providing incorrect compatibility information; or for breaches in system security, whether or not Manatron has, or should have had, any knowledge, actual or constructive, of the possibility of such damages, and notwithstanding any failure of essential purpose of any remedy arising out of or in connection with this agreement.

Manatron	**Williamson County, Texas**
By: 	By: _____
Printed Name: John R. Hansen	Printed Name: Dan A. Gattis
Title: Vice President, Risk Management	Title: Williamson County Judge
Date: October 16, 2013	Date: _____, 2013

Commissioners Court - Regular Session **53.**

Meeting Date: 09/06/2016

FEMA Project Number PA-06-TX-4223-PW02190 Project Title - WIL042C – Damaged Roads

Submitted For: Jarred Thomas **Submitted By:** Cynthia Hood, Emergency Managemer

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 - WIL042C – Damaged Roads

Background

Catalog of Federal Domestic Assistance (CFDA) number 97.036 FEMA Project Number PA-06-TX-4223-PW02190 - Project Title WIL042C – Damaged Roads, Period of Performance 05-29-2015 to 11-29-2016. This disaster recovery grant is a 75 percent federal share and 25 percent 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

WIL042C-PW02190 Subgrant Award Letter

Terms and Conditions

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 09:23 AM
Form Started By: Cynthia Hood		Started On: 08/31/2016 03:21 PM
Final Approval Date: 09/01/2016		

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220
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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

August 31, 2016

The Honorable Dan Gattis, County Judge
Williamson County
710 S. Main Street, Ste. 201
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-PW02190
Project Title: WIL042C – Damaged Roads
Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW02190						
Version / Amendment	**Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	8/29/2016	$10,996.81	75%	$8,247.61	25%	$2,749.20

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 statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(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 or exceed the cost share required of this project.

Duplication of Program Statement

Applicant certifies there has not been, nor will there be, a duplication of benefits for this project.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

   OR

2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

Commissioners Court - Regular Session **54.**

Meeting Date: 09/06/2016

FEMA Project Number PA-06-TX-4223-PW02176 Project Title - WIL041C Damaged Roads

Submitted For: Jarred Thomas **Submitted By:** Cynthia Hood, Emergency Managemer

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 - WIL041C Damaged Roads

Background

Catalog of Federal Domestic Assistance (CFDA) number 97.036 FEMA Project Number PA-06-TX-4223-PW02176 - Project Title WIL041C Damaged Roads, Period of Performance 05-29-2015 to 11-29-2016. This disaster recovery grant is a 75 percent federal share and 25 percent 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

WIL041C-PW02176 Subgrant Award Letter

Terms and Conditions

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 09:23 AM
Form Started By: Cynthia Hood		Started On: 08/31/2016 03:33 PM
Final Approval Date: 09/01/2016		

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220
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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

August 31, 2016

The Honorable Dan Gattis, County Judge
Williamson County
710 S. Main Street, Ste. 201
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-PW02176
Project Title: WIL041C – Damaged Roads
Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW02176						
Version / Amendment	**Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	8/29/2016	$17,654.28	75%	$13,240.71	25%	$4,413.57

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope of the subaward, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.

Designated Subrecipient Agent Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Nazrine Khan at 512-692-1223 or email at Nazrine.Khan@us.gt.com.

ATTACHMENTS: Scope of Work
Terms and Conditions

GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of FEMA Disaster Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Division of Emergency Management, an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the funds recipient, hereinafter referred to as the "Applicant" or "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties."

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/TDEM. If Subrecipient issues subawards as part of this Grant project, Subrecipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Subrecipient agreement funds" as used in this Grant means funds provided by DPS/TDEM under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Subrecipient's funds" or match funds as used in this Grant means funds provided by the Subrecipient.

A. **Standard of Performance**. Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
   1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
   2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
   3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
   4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
   5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
   6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
   7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"

B. **Failure to Perform**. In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

C. **Funding Obligations**. DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
   1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
   2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.
   3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM

determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after

4. DPS/TDEM requests such refund.

D. **Performance Period**. The performance period for this Grant is listed on the Grant Subrecipient Award letter. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements**. Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants**. Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:
http://www.window.state.tx.us/procurement/catrad/ugms.pdf
and the program State Administrative Plan, available at:
http://www.txdps.state.tx.us/dem/GrantsResources/index.htm.
Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable

statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. **Restrictions and General Conditions**.

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at

www.sam.gov 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 statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(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 or exceed the cost share required of this project.

Duplication of Program Statement

Applicant certifies there has not been, nor will there be, a duplication of benefits for this project.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

   OR

2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

Commissioners Court - Regular Session **55.**

Meeting Date: 09/06/2016

FEMA Project Number PA-06-TX-4223-PW02207 Project Title - WIL043B Emergency Protective Measures – Street Sweeping

Submitted For: Jarred Thomas **Submitted By:** Cynthia Hood, Emergency Managemer

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 - WIL043B Emergency Protective Measures – Street Sweeping

Background

Catalog of Federal Domestic Assistance (CFDA) number 97.036 FEMA Project Number PA-06-TX-4223-PW02207- Project Title WIL043B Emergency Protective Measures – Street Sweeping, Period of Performance 05-29-2015 to 11-29-2016. This disaster recovery grant is a 75 percent federal share and 25 percent 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

Terms and Conditions

WIL043B-PW02207 Subgrant Award Letter (rev 1)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 09:23 AM
Form Started By: Cynthia Hood		Started On: 08/31/2016 03:41 PM
Final Approval Date: 09/01/2016		

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 statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(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 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

August 31, 2016

The Honorable Dan Gattis, County Judge
Williamson County
710 S. Main Street, Ste. 201
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-PW02207
Project Title: WIL043B – Emergency Protective Measures - Street Sweepi
Period of Performance 05/29/2015 to 11/29/2015

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW02207						
Version / Amendment	**Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	8/29/2016	$3,298.56	75%	$2,473.92	25%	$824.64

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 - Regular Session **56.**

Meeting Date: 09/06/2016

FEMA Project Number PA-06-TX-4223-PW02033 Project Title - WIL020C Damaged Roads

Submitted For: Jarred Thomas **Submitted By:** Cynthia Hood, Emergency Managemer

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 - WIL020C Damaged Roads

Background

Catalog of Federal Domestic Assistance (CFDA) number 97.036 FEMA Project Number PA-06-TX-4223-PW02033 - Project Title WIL020C Damaged Roads, Period of Performance 05-29-2015 to 11-29-2016. This disaster recovery grant is a 75 percent federal share and 25 percent 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

WIL020C-PW02033 Subgrant Award Letter

Terms and Conditions

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 12:04 PM
Form Started By: Cynthia Hood		Started On: 09/01/2016 11:55 AM
Final Approval Date: 09/01/2016		

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220
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COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

August 23, 2016

The Honorable Dan Gattis, County Judge
Williamson County
710 S. Main Street, Ste. 201
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-PW02033
Project Title: WIL020C – Damaged Roads
Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW02033						
Version / Amendment	**Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	8/16/2016	$ 4,852.20	75%	$ 3,639.15	25%	$ 1,213.05

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 statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(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 or exceed the cost share required of this project.

Duplication of Program Statement

Applicant certifies there has not been, nor will there be, a duplication of benefits for this project.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

   OR

2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

Commissioners Court - Regular Session **57.**

Meeting Date: 09/06/2016

Motorola Services Contract Renewal

Submitted By: Catherine Roberts, Radio Communication System

Department: Radio Communication System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and approve Fiscal Year 2017 Motorola Maintenance Services Contracts S00001018218; S00001025308; S00001018224; S00001018227.

Background

Service contract S00001018218 - Asset Management CS360
Service contract S00001025308 - DAS Repair/Services for the following county buildings: ESOC; Juvenile Justice Center; WCSO Jail, & Justice Center
Service contract S00001018224 - WCEC 911 Radio Dispatch Maintenance
Service contract S00001018227 - Towers and site infrastructure

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Motorola Contract
Motorola Contract
Motorola Contract
Motorola Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 12:04 PM
Form Started By: Catherine Roberts		Started On: 09/01/2016 11:26 AM
Final Approval Date: 09/01/2016		

MOTOROLA SOLUTIONS

SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001018218
Contract Modifier: RN17-FEB-16 15:04:16

Date: 04/07/2016

Company Name:	Williamson County
Attn:	
Billing Address:	508 Holly St
City, State, Zip:	Georgetown,TX,78626
Customer Contact:	Catherine Roberts
Phone:	(512)943-3575

Required P.O.:	Yes
Customer # :	1035809592
Bill to Tag # :	0001
Contract Start Date:	10/01/2016
Contract End Date:	09/30/2017
Anniversary Day:	Sep 30th
Payment Cycle:	MONTHLY
PO # :	158303

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
1	SVC02SVC0105A	***** Recurring Services ***** SP-ASSET MGMT CS-RECURRING NETWORK(S)	$2,249.71	$26,996.52

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	$2,249.71	$26,996.52
Subtotal - One-Time Event Services	$ .00	$ .00
Total	$2,249.71	$26,996.52
Taxes	-	-
Grand Total	$2,249.71	$26,996.52

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

The prices quoted via this service contract renewal are valid only until

expiration of the current service contract. If Customer does not provide

to MSI a valid, executed contract renewal within 30 days of contract

expiration a one-time administrative fee equal to 5% of the subsequent

years annual contract rate will be billed to the Customer upon

reestablishment of the expired service contract. Price with 5%

Administration fee once delinquent = $ 1349.83

Subcontractor(s)	City	State
MCM TECHNOLOGY LLC	BIRMINGHAM	AL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)	CSM TITLE	4/21/16 DATE
NICK CASSIOPPI MOTOROLA REPRESENTATIVE(PRINT NAME)	815-543-6915 PHONE	

Company Name: Williamson County
Contract Number: S00001018218
Contract Modifier: RN17-FEB-16 15:04:16
Contract Start Date: 10/01/2016
Contract End Date: 09/30/2017

Service Terms and Conditions

Motorola Solutions Inc.("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola' s then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES
5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that partys reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

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

Certificate Number:
2016-7174

Date Filed:
01/29/2016

Date Acknowledged:
1/29/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Motorola Solutions Inc
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
S00001018218
Williamson County support Services on Asset Management Software

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
HEATHER ANN NEWMAN
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 07/10/19

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Nicholas Cassiappi, this the 29 day of January, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Heather Newman — Printed name of officer administering oath | Universal Associate — Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2016-7174

Date Filed:
01/29/2016

Date Acknowledged:
04/18/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions Inc
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

S00001018218
Williamson County support Services on Asset Management Software

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR Motorola SOLUTIONS SERVICES CONTRACTS (Contract Numbers: S00001018218; S00001025308; S00001018224; S00001018227)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

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

I.

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

II.

No Assignment: Motorola may not assign this contract, without express written consent of the Williamson County Commissioners Court.

III.

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

IV.

Good Faith: Motorola agrees to act in good faith in the performance of this contract.

V.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

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

VII.

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

VIII.

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

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

WILLIAMSON COUNTY:	Motorola:
_____	_____
Authorized Signature	Authorized Signature

MOTOROLA SOLUTIONS

SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001025308
Contract Modifier: RN14-APR-16 10:37:59

Date: 04/14/2016

Company Name:	Williamson County
Attn:	
Billing Address:	508 Holly St
City, State, Zip:	Georgetown,TX,78626
Customer Contact:	Catherine Roberts
Phone:	(512)943-3575

Required P.O.:	No
Customer # :	1035809592
Bill to Tag # :	0001
Contract Start Date:	10/01/2016
Contract End Date:	09/30/2017
Anniversary Day:	Sep 30th
Payment Cycle:	ANNUAL
PO # :	

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	$0.00	$0.00
2	SVC079AD	ASTRO25 REMOTE SITE		
2	SVC922AG	DISPATCH SITE		
	SVC01SVC2007C	SP-ONSITE INFRA RESP	$212.49	$2,549.88
4		SITE(S)		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	$212.49	$2,549.88
Subtotal - One-Time Event Services	$ .00	$ .00
Total	$212.49	$2,549.88
Taxes	-	-
Grand Total	$212.49	$2,549.88

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

The prices quoted via this service contract renewal are valid only until

expiration of the current service contract. If Customer does not provide

to MSI a valid, executed contract renewal within 30 days of contract

expiration a one-time administrative fee equal to 5% of the subsequent

years annual contract rate will be billed to the Customer upon

reestablishment of the expired service contract. Price with 5%

Administration fee once delinquent = $ 127.49

Subcontractor(s)	City	State
MOTOROLA-CITY OF AUSTIN DO314	SAN DIEGO	CA
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
	CSM	4/21/16
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
NICK CASSIOPPI	815-543-6915	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name: Williamson County
Contract Number: S00001025308
Contract Modifier: RN14-APR-16 10:37:59
Contract Start Date: 10/01/2016
Contract End Date: 09/30/2017

Service Terms and Conditions

Motorola Solutions Inc.("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola' s then-applicable rates for the services.

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Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

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Section 9. WARRANTY

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Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

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12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

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13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that partys reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2016-7175

Date Filed:
01/29/2016

Date Acknowledged:
1/29/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Motorola Solutions Inc
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
S00001025308
Maintenance Support for BDA/DAS sites.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
HEATHER ANN NEWMAN
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 07/10/19

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Nicholas Cassioppi, this the 29 day of January, 20 16, to certify which, witness my hand and seal of office.

Heather Newman — Heather Newman — Universal Associate

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

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Certificate Number:
2016-7175

Date Filed:
01/29/2016

Date Acknowledged:
04/18/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions Inc
Austin, TX United States

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		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

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I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR Motorola SOLUTIONS SERVICES CONTRACTS (Contract Numbers: S00001018218; S00001025308; S00001018224; S00001018227)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

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

I.

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

II.

No Assignment: Motorola may not assign this contract, without express written consent of the Williamson County Commissioners Court.

III.

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

IV.

Good Faith: Motorola agrees to act in good faith in the performance of this contract.

V.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

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

VII.

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

VIII.

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

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

WILLIAMSON COUNTY:	Motorola:
_____	_____
Authorized Signature	Authorized Signature

MOTOROLA SOLUTIONS

SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001018224
Contract Modifier: RN18-FEB-16 13:13:02

Date: 04/15/2016

Company Name:	Williamson County
Attn:	
Billing Address:	911 Tracy Chambers Ln
City, State, Zip:	Georgetown,TX,78626
Customer Contact:	Catherine Roberts
Phone:	(512)943-3575

Required P.O.:	No
Customer # :	1035809592
Bill to Tag # :	0042
Contract Start Date:	10/01/2016
Contract End Date:	09/30/2017
Anniversary Day:	Sep 30th
Payment Cycle:	MONTHLY
PO # :	

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC0033A	SECURITY MONITORING	$254.56	$3,054.72
1	SVC828AE	DISPATCH SITE		
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	$330.19	$3,962.28
2	SVC084AD	ASTRO25 DISPATCH SITE		
2	SVC922AG	DISPATCH SITE		
	SVC01SVC1103C	ASTRO NETWORK MONITORING	$175.89	$2,110.68
1	SVC049AD	ASTRO25 DISPATCH SITE		
1	SVC088AH	DISPATCH SITE		
1	SVC160AD	ASTRO25 MOSCAD RTU		
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	$395.01	$4,740.12
2	SVC180AH	DISPATCH SITE		
	SVC01SVC1405C	NETWORK PREVENTATIVE MAINTENANCE A	$436.59	$5,239.08
20	SVC128AD	ASTRO25 OPERATOR POSITIONS		
1	SVC149AH	DISPATCH SITE		
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE-PREMIER	$1,386.64	$16,639.68
2	SVC115AD	ASTRO25 DISPATCH SITE		
10	SVC117AD	ASTRO25 OPERATOR POSITIONS		
30	SVC589AG	ASTRO25 M1 OPERATOR POSITION		
3	SVC973AG	DISPATCH SITE		
	SVC01SVC1420C	SP - LOCAL INFRASTRUCTURE REPAIR	$1,590.24	$19,082.88
15		MCC7500		
1		SITE(S)		
	SVC01SVC2008C	SP - NETWORK PREVENTATIVE MAINTENANCE	$1,132.76	$13,593.12
1		SITE(S)		
	SVC02SVC0028C	SP - FSO MAINTENANCE SERVICES	$1,572.43	$18,869.16
1		MCC7500		
1		NETWORK(S)		
1		SITE(S)		
	SVC02SVC0127A	NICE GOLD PACKAGE	$5,455.12	$65,461.44
1		NICE IP OR MGEG LOGGER		

1		SITE(S)		
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	$1,783.38	$21,400.56
1		NETWORK(S)		
	SVC04SVC0016C	SECURITY UPDATE SERVICE	$88.65	$1,063.80
15	SVC335AH	WINDOWS CLIENT		
1	SVC336AH	DISPATCH SITE		
	SVC04SVC0178A	SYS UPGRADE AGRMT II-SITE	$6,152.82	$73,833.84
1	SVC032AG	SMA DISPATCH SITES		
22	SVC033AG	SMA CONSOLE OPS		
1	SVC034AG	SMA NICE LOGGERS		
1	SVC054AG	ARCHIVING INTERFACE SERVER		
586	SVC076AG	HARDWARE REFRESH		
1	SVC163AG	REGIONAL PARTNER OPTION		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	$20,754.28	$249,051.36
Subtotal - One-Time Event Services	$ .00	$ .00
Total	$20,754.28	$249,051.36
Taxes	-	-
Grand Total	$20,754.28	$249,051.36

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

The prices quoted via this service contract renewal are valid only until

expiration of the current service contract. If Customer does not provide

to MSI a valid, executed contract renewal within 30 days of contract

expiration a one-time administrative fee equal to 5% of the subsequent

years annual contract rate will be billed to the Customer upon

reestablishment of the expired service contract. Price with 5%

Administration fee once delinquent = $ 12452.57

Subcontractor(s)	City	State
MOTOROLA-CITY OF AUSTIN DO314	SAN DIEGO	CA
MOTOROLA NIO SSA TEAM	SCHAUMBURG	IL
MOTOROLA SOLUTIONS-MOTOROLA SECURITY SVCS (DO250)	SCHAUMBURG	IL
MOTOROLA SSC NETWORK SECURITY DO298	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
MSI- T6 SUA UPGRADE OPERATIONS (CB706)	AUSTIN	TX
RZ & ASSOCIATES RZ COMMUNICATIONS	AUSTIN	TX
NICE SYSTEMS INC	RESTON	VA

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
MOTOROLA REPRESENTATIVE(SIGNATURE)	CSM	4/21/16
	TITLE	DATE
NICK CASSIOPPI	815-543-6915	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name: Williamson County
Contract Number: S00001018224
Contract Modifier: RN18-FEB-16 13:13:02
Contract Start Date: 10/01/2016
Contract End Date: 09/30/2017

Service Terms and Conditions

Motorola Solutions Inc.("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola' s then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES
5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

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During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

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17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

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Revised Oct 15, 2015

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FORM 1295

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Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-7131

Date Filed:
01/29/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions Inc
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

S00001018224
Maintenance Contract services for Dispatch Center

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

STEPHANIE FITCH
Notary Public, State of Texas
My Commission Expires
October 17, 2019

Michael Duke
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Michael Duke, this the 1 day of February, 20 16, to certify which, witness my hand and seal of office.

Stephanie Fitch — Signature of officer administering oath
Stephanie Fitch — Printed name of officer administering oath
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2016-7131

Date Filed:
01/29/2016

Date Acknowledged:
04/18/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions Inc
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

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S00001018224
Maintenance Contract services for Dispatch Center

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I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR
Motorola SOLUTIONS SERVICES CONTRACTS
(Contract Numbers: S00001018218; S00001025308; S00001018224; S00001018227)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

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

I.

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

II.

No Assignment: Motorola may not assign this contract, without express written consent of the Williamson County Commissioners Court.

III.

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

IV.

Good Faith: Motorola agrees to act in good faith in the performance of this contract.

V.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

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

VII.

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

VIII.

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

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

WILLIAMSON COUNTY:	Motorola:
_____	_____
Authorized Signature	Authorized Signature

MOTOROLA SOLUTIONS

SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001018227
Contract Modifier: RN07-APR-16 10:30:34

Date: 04/13/2016

Company Name:	Williamson County
Attn:	
Billing Address:	508 Holly St
City, State, Zip:	Georgetown,TX,78626
Customer Contact:	Catherine Roberts
Phone:	(512)943-3575

Required P.O.:	Yes
Customer # :	1035809592
Bill to Tag # :	0001
Contract Start Date:	10/01/2016
Contract End Date:	09/30/2017
Anniversary Day:	Sep 30th
Payment Cycle:	MONTHLY
PO # :	158303

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC0032C	ASTRO NETWORK MONITORING-CTD	$0.00	$0.00
4	SVC111AH	REMOTE SITE		
7	SVC153AD	ASTRO25 REMOTE SITE		
8	SVC158AD	ASTRO25 DISPATCH SITE		
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	$7,187.29	$86,247.48
1	SVC054AD	ASTRO25 PRIME SITE		
12	SVC055AD	ASTRO25 REMOTE SITE		
10	SVC058AH	REMOTE SITE		
13	SVC060AD	ASTRO25 DISPATCH SITE		
135	SVC061AD	ASTRO25 STATIONS		
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	$347.20	$4,166.40
1	SVC078AD	ASTRO25 PRIME SITE		
6	SVC079AD	ASTRO25 REMOTE SITE		
5	SVC084AD	ASTRO25 DISPATCH SITE		
12	SVC921AG	REMOTE SITE		
	SVC01SVC1103C	ASTRO NETWORK MONITORING	$927.41	$11,128.92
4	SVC044AD	ASTRO25 REMOTE SITE		
5	SVC049AD	ASTRO25 DISPATCH SITE		
12	SVC087AH	REMOTE SITE		
2	SVC160AD	ASTRO25 MOSCAD RTU		
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	$3,471.79	$41,661.48
1	SVC034AD	ASTRO25 PRIME SITE		
10	SVC035AD	ASTRO25 REMOTE SITE		
13	SVC040AD	ASTRO25 DISPATCH SITE		
14	SVC179AH	REMOTE SITE		
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH	$0.00	$0.00
4	SVC099AH	REMOTE SITE		
7	SVC132AD	ASTRO25 REMOTE SITE		
8	SVC137AD	ASTRO25 DISPATCH SITE		
	SVC01SVC1405C	NETWORK PREVENTATIVE MAINTENANCE A	$5,590.44	$67,085.28

11	SVC121AD	ASTRO25 REMOTE SITE		
13	SVC126AD	ASTRO25 DISPATCH SITE		
15	SVC127AD	ASTRO25 STATIONS		
12	SVC148AH	REMOTE SITE		
60	SVC212AA	GROUND ACCESSIBLE STATION		
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE-PREMIER	$18,046.01	$216,552.12
1	SVC109AD	ASTRO25 PRIME SITE		
7	SVC110AD	ASTRO25 REMOTE SITE		
9	SVC115AD	ASTRO25 DISPATCH SITE		
135	SVC116AD	ASTRO25 STATIONS		
75	SVC219AC	STATIONS		
19	SVC972AG	REMOTE SITE		
	SVC01SVC1424C	ONSITE RESPONSE-LOCAL DISPATCH-STANDARD	$3,749.28	$44,991.36
6	SVC931AD	ASTRO25 REMOTE SITE		
8	SVC945AD	ASTRO25 DISPATCH SITE		
	SVC02SVC0006C	MS - VENDOR MANAGEMENT	$8,918.46	$107,021.52
15		SITE(S)		
	SVC02SVC0028C	SP - FSO MAINTENANCE SERVICES	$2,781.09	$33,373.08
2		NETWORK(S)		
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	$236.23	$2,834.76
1		NETWORK(S)		
	SVC04SVC0178A	SYS UPGRADE AGRMT II-SITE	$5,335.89	$64,030.68
8	SVC031AG	RF/SIMULCAST SITES		
10	SVC035AG	SMA MOSCAD NFM RTU		
105	SVC053AG	TRUNKING RF STATIONS		
1	SVC056AG	MOSCAD NFM CLIENTS		
1	SVC163AG	REGIONAL PARTNER OPTION		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	$56,591.09	$679,093.08
Subtotal - One-Time Event Services	$ .00	$ .00
Total	$56,591.09	$679,093.08
Taxes	-	-
Grand Total	$56,591.09	$679,093.08

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

The prices quoted via this service contract renewal are valid only until

expiration of the current service contract. If Customer does not provide

to MSI a valid, executed contract renewal within 30 days of contract

expiration a one-time administrative fee equal to 5% of the subsequent

years annual contract rate will be billed to the Customer upon

reestablishment of the expired service contract. Price with 5%

Administration fee once delinquent = $ 33954.65

Subcontractor(s)	City	State
MOTOROLA-CITY OF AUSTIN DO314	SAN DIEGO	CA
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
MOTOROLA NIO SSA TEAM	SCHAUMBURG	IL

MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
MOTOROLA UPGRADE OPS (UO-SSC) - DO169	SCHAUMBURG	IL
MOTOROLA - T6 COST TRANSFER (DO419)	CARROLLTON	TX
RZ & ASSOCIATES RZ COMMUNICATIONS	AUSTIN	TX

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE | TITLE | DATE

CUSTOMER (PRINT NAME)

Michael Dunn | Services Director | 4/18/2016

MOTOROLA REPRESENTATIVE(SIGNATURE) | TITLE | DATE

MICHAEL DUKE

NICK CASSIOPPI | 815-543-6915

MOTOROLA REPRESENTATIVE(PRINT NAME) | PHONE

Company Name: Williamson County
Contract Number: S00001018227
Contract Modifier: RN07-APR-16 10:30:34
Contract Start Date: 10/01/2016
Contract End Date: 09/30/2017

Service Terms and Conditions

Motorola Solutions Inc.("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola' s then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES
5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that partys reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

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Date Filed:
01/29/2016

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Motorola Solutions Inc
Austin, TX United States

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Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

S00001018227
Maintenance Contract for services on their tower Sites.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

STEPHANIE FITCH
Notary Public, State of Texas
My Commission Expires
October 17, 2019

Michael Dulle

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Michael Dulle, this the 9 day of February, 20 16, to certify which, witness my hand and seal of office.

Stephanie Fitch — Signature of officer administering oath

Stephanie Fitch — Printed name of officer administering oath

Title of officer administering oath

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_____
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_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR Motorola SOLUTIONS SERVICES CONTRACTS (Contract Numbers: S00001018218; S00001025308; S00001018224; S00001018227)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

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

I.

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

II.

No Assignment: Motorola may not assign this contract, without express written consent of the Williamson County Commissioners Court.

III.

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

IV.

Good Faith: Motorola agrees to act in good faith in the performance of this contract.

V.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

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

VII.

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

VIII.

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

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

WILLIAMSON COUNTY:	Motorola:
_____	_____
Authorized Signature	Authorized Signature

Commissioners Court - Regular Session **58.**

Meeting Date: 09/06/2016

Extend Metal Beam Guard Fence Contract

Submitted For: Max Bricka **Submitted By:** Sydney Richardson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the renewal of Metal Beam Guard Fence, Contract 1507-002, for the same pricing, terms and conditions as the existing Contract, but with the addition of an updated Work Plan (Attachment A) to include two additional road locations, as well as On-Call Services for five additional roads for the term of September 8, 2016 - September 7, 2017, with RHB Construction. This renewal price will approximately cost $200,000. This price is expected, but not guaranteed.

Background

This is the first extension of two (2) possible, one (1) year renewal options.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal Form

Attachment A

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/31/2016 03:21 PM
Purchasing (Originator)	Sydney Richardson	09/01/2016 11:28 AM
Form Started By: Sydney Richardson		Started On: 08/22/2016 08:30 AM
Final Approval Date: 09/01/2016		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	Road & Bridge
Vendor Name:	RHB Construction		
Vendor Address:	402 W Palm Valley Blvd A, Round Rock, TX 78664		
Purpose/Intended Use of Product or Service (summary):			
Metal Beam Guard Fence			
P.O./Contract Number:	1507-002	**Effective Date:**	09/08/2016
Purchaser/Contract Specialist:	Max Bricka	**Expiration Date:**	09/07/2017
Requested By:	Terron Evertson, Department Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing Contract.**
- **Please see the new Work Plan, labeled Attachment A, which includes two additional locations for the Work to be completed as well as On-Call Services for five additional roads. The Work will begin at a time specified by the County by written notice and must be completed within eighty(80) days of said notice.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of two (2), one (1) year renewal option periods:**

Renewal Option Period 1	September 8, 2016 – September 7, 2017
Initial Contract Period	September 8, 2015 – September 7, 2016

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor RHB Construction

Name Tracey Hummel

Title president

Signature

Date 08-15-2016.

Williamson County, 710 Main St., Georgetown, TX 78626

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY AFFIDAVIT AUTHORIZED VENDOR REPRESENTATIVE

I hereby swear, affirm and represent to Williamson County that my signature below represents that I am authorized to bind the bidder/proposer to fully comply with the pricing, terms and conditions for the Contract listed below and any extension thereof, if applicable.

Note: If Signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a Genera Partnership, a Power of Attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the contract or renewal.

Contract Number:	1507-002
Contract Name:	Metal Beam Guard Fence
Printed Name of Person Submitting Affidavit:	Tracey Hummel
Name of Company:	RHB Construction
Date:	August 15, 2016
Signature of Person Submitting Affidavit:	

On this, the 15 day of August, 2016, before me a notary public, the undersigned officer, personally appeared Tracey Hummel, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she/he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

CATALINA HIGUITA
Notary Public
STATE OF TEXAS
My Comm. Exp. July 17, 2017

Two (2) Signed Originals & One (1) photocopy must be submitted

Work Plan FY17
Metal Beam Guard Fence

1. New MBGF to be installed

County Roads	Limits
CR 434	CR 438 – East of CR 439
CR 326	CR 327 – CR 300
CR 361	CR 363 – CR 493
CR 240	Full length
CR 305	I-35 to the eastern low water crossing on Salado Creek.

2. On-Call services for replacing unforeseen damaged MBGF

All county roads including, but not limited to, the following high ADT county roads:

Chandler Road
Ronald Reagan Blvd.
Limmer Loop
McNeil Road
Williams Drive

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2016-99411

Date Filed:
08/15/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RHB
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

1507-002
Metal Beam Guard Fence

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

CLARISSA M. AMSTEAD
Notary Public, State of Texas
My Commission Expires
October 16, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Tracy Hummel, this the 16th day of August, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Clarissa Amstead — Printed name of officer administering oath | Financial Service Rep — Title of officer administering oath

Commissioners Court - Regular Session **59.**

Meeting Date: 09/06/2016

Extend Asphalt Mixes Contract

Submitted For: Max Bricka **Submitted By:** Sydney Richardson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the renewal of Asphalt Mixes, Bid Number 1509-010, for the same pricing, terms and conditions as the existing Contract for the term of November 3, 2016 - November 2, 2017, with Austin Materials.

Background

This is the first extension of two (2) possible, one (1) year renewal options.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal Form

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/29/2016 02:04 PM
Form Started By: Sydney Richardson		Started On: 08/22/2016 08:52 AM
Final Approval Date: 08/29/2016		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Commodity	**Department:**	Road & Bridge
Vendor Name:	Austin Materials		
Vendor Address:	9020 N Capital of Texas Hwy, Ste 250 Bldg II, Austin, TX 78759		
Purpose/Intended Use of Product or Service (summary):			
Asphalt Mixes			
P.O./Contract Number:	1509-010	**Effective Date:**	11/03/2016
Purchaser/Contract Specialist:	Sydney Richardson	**Expiration Date:**	11/02/2017
Requested By:	Terron Evertson, Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of two (2), one (1) year renewal option periods:**

Renewal Option Period 1	November 3, 2016 – November 2, 2017
Initial Contract Period	November 3, 2015 – November 2, 2016

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Austin Materials
Name Robert Sutton
Title Sales Manager
Signature
Date 8/17/16

Williamson County, 710 Main St., Georgetown, TX 78626
Dan A. Gattis
Williamson County Judge
Signature _____
Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY AFFIDAVIT AUTHORIZED VENDOR REPRESENTATIVE

I hereby swear, affirm and represent to Williamson County that my signature below represents that I am authorized to bind the bidder/proposer to fully comply with the pricing, terms and conditions for the Contract listed below and any extension thereof, if applicable.

Note: If Signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a Genera Partnership, a Power of Attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the contract or renewal.

Contract Number:	1509-010
Contract Name:	Asphalt Mixes
Printed Name of Person Submitting Affidavit:	Robert Sutton
Name of Company:	Austin Materials
Date:	August 17, 2016
Signature of Person Submitting Affidavit:	

On this, the 17th day of August, 2016, before me a notary public, the undersigned officer, personally appeared Robert Sutton, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she/he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

MARIZA M ROBINSON
NOTARY PUBLIC
STATE OF TEXAS
NOTARY ID 129496113-3
07/17/2017

Notary Public

Two (2) Signed Originals & One (1) photocopy must be submitted

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2016-104261

Date Filed:
08/25/2016

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Austin Materials
Austin , TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Williamson County

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

1509-010
Asphalt Mixes

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Austin Materials	Austin , TX United States	X	

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

RICARDO R GAITAN
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 10/5/2019
NOTARY ID 13039424-1

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Robert Sutton, this the 25 day of August, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Ricardo R. Gaitan | Printed name of officer administering oath | Notary | Title of officer administering oath

Commissioners Court - Regular Session **60.**

Meeting Date: 09/06/2016

Approve Contract for Fire Alarm Maintenance and Inspection per TXMAS Contract 5-03FAC010

Submitted For: Max Bricka **Submitted By:** Jewel Walker, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving fire alarm maintenance and inspection service contract per TXMAS Contract# TXMAS 5 03FAC010 between Williamson County Facilities and Simplex Grinnell.

Background

Per the Simplex Grinnell quote, the yearly monitoring amount is $359.27. The vendor price list/quote is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vendor Quote Per TXMAS Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/29/2016 02:04 PM
Form Started By: Jewel Walker		Started On: 08/25/2016 01:50 PM
Final Approval Date: 08/29/2016		

Contractor: **SimplexGrinnell**											**SimplexGrinnell TXMAS Schedule**						
Sales Representative:	Mark Lynch #161747		(District #)	494.00	**Fire Alarm & Suppression Services :**						**TXMAS-5-03FAC010**						
Street:	1608 Royston Lane										**Fire Alarm Services**						
City:	Round Rock																
State:	TX																
Phone #:	512 634 1800																
End-User Facility Name	**Williamson County Expo Center**																
Address	210 Carlos Parker Blvd																
Zip Code	76574		Enter quantity of each of desired line items below rose colored boxes								**Full Service Pricing**						
			Total Price will automatically be calculated at botton of sheet.								**Includes Annual Inspection**						
LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	**Initial Test, Inspect, & Report**	**Qty**	**Total Initial Test, Inspect, & Report**								**Annual Full Maintenance**	**Qty**	**Total Annual Full Maintenance**				
Control Equipment																	
Simplex 4004	$ 160.41		$ -								$ 548.00		$0.00				
Simplex 4005	$ 160.41		$ -								$ 543.21		$0.00				
Simplex 4208	$ 160.41		$ -								$ 548.00		$0.00				
Simplex 2001	$ 160.41		$ -								$ 548.00		$0.00				
Simplex 4006	$ 160.41		$ -								$ 522.37		$0.00				
Non-Simplex Fire Alarm Control Panel (Hardwire)	$ 160.41		$ -								$ 882.11		$0.00				
Additional Panel (each)	$ 76.14		$ -	For Full Service, must insert panel quantities in lines 13-18.							Test Only See Line 104						
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)	$ 160.41		$ -								$ 573.42		$0.00				
Control Panel Central Transmitter	Included										Included						
Central Station Receiver	Included										Included						
Annunciator LED type	$ 35.53		$ -								$ 154.43		$0.00				
Annunciator graphic command center	$ 76.14		$ -								Test Only See Line 104						
NAC Power Extender (Includes Battery Testing)	$ 76.14		$ -								$ 152.93		$0.00				
Battery testing - lead acid	Included										Test Only See Line 104						
Battery testing -gel cell	Included										Test Only See Line 104						
Battery testing - Ni-Cad	Included										Test Only See Line 104						
D.A.C.T.	$ 20.30		$ -								$ 71.16		$0.00				
Emergency Telephone	$ 3.87		$ -								Test Only See Line 104						
Phone Jacks	$ 4.06		$ -								Test Only See Line 104						

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report							Annual Full Maintenance	Qty	Total Annual Full Maintenance
Call-in signal; off-hook indicator	Included									Test Only See Line 104		
Amplifier & tone generators	Included									Test Only See Line 104		
Initiating Devices												
Duct detector Functional Test Only	$ 20.30		$ -							$114.77		$0.00
Duct detector , Inspection, Cleaning, Sensitivity	$ 35.53		$ -							Test Only See Line 104		
Subfloor Detector (Test and Inspect)	$ 15.23		$ -							Test Only See Line 104		
Subfloor Detector (Test, Clean and Sensitivity)	$ 27.41		$ -							Test Only See		
Heat detector: restorable	$ 11.17		$ -							$37.05		$0.00
Heat detector: non-restorable	$ 11.17		$ -							$37.05		$0.00
Smoke detector: photoelectric (Includes Detector Cleaning)	$ 12.57		$ -							Test Only See Line 104		
Smoke Detector Test & Inspect	$ 7.75		$ -							$27.20		$0.00
Smoke detector: beam detection	$ 42.64		$ -	For Inspections and Repairs of this device, Lift pricing will be priced separately depending on the device location						$146.50		$0.00
Smoke Detector Test/Inspect, Clean, and Sensitivity Testing	$ 21.32		$ -							$67.57		$0.00
Smoke Detector Sensitivity Report from Panel	$ 126.90		$ -							Test Only See Line 104		
Above ceiling grid smoke detector Inspection	$ 21.32		$ -							$64.81		$0.00
Smoke detector: laser	$ 40.61		$ -							Test Only See		
Master Box	$ 26.40		$ -							$171.18		$0.00
Fire Alarm Box (Manual Pull Station)	$ 3.87		$ -							$14.97		$0.00
Flame Detector	$ 40.61		$ -							$293.49		$0.00
Elevator Shunt Trip Test/Per Bank	$ 21.31		$ -							Test Only See Line 104		
Vesda Early Detection Device	$ 42.64		$ -							$249.10		$0.00
Fire Supervisory Signal, Emergency Generator	$ 3.87		$ -							Test Only See Line 104		
Fire Supervisory Signal, Air Pressure	$ 6.60		$ -							$24.12		$0.00
Sprinkler Water Flow Switch Electrical only	$ 6.60		$ -							$25.92		$0.00
Sprinkler Tamper Switch Electrical only	$ 6.60		$ -							$24.12		$0.00

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report							Annual Full Maintenance	Qty	Total Annual Full Maintenance
Fire Supervisory Signal, Fire Pump	$ 3.87		$ -							Test Only See Line 104		
	$ -											
Miscellaneous	$ -											
Water tank; low level	$ 3.87		$ -							Test Only See Line 104		
Water tank; high level	$ 3.87		$ -							Test Only See Line 104		
Water tank; temperature	$ 3.87		$ -							Test Only See Line 104		
Lift Rental per inspection / Service Call (If Required)	$ 319.80		$ -							$319.80		$0.00
Door closer/Holder	$ 3.87		$ -							$90.21		$0.00
Smoke Dampers	$ 69.62		$ -							Test Only See Line 104		
Overhead fire doors	$ 152.28		$ -							Test Only See Line 104		
Alarm Notification Appliances												
Fire Alarm, Bell	$ 3.87		$ -							$15.27		$0.00
Speakers	$ 3.87		$ -							$15.27		$0.00
Fire Alarm Audio Visual Device (A/V)	$ 3.87		$ -							$18.67		$0.00
Fire Alarm Visual Device	$ 3.87		$ -							$17.92		$0.00
Horns	$ 3.87		$ -							$15.27		$0.00
chimes	$ 3.87		$ -							$15.27		$0.00
Monitoring												
UL Central Station Monitoring (Fire)	$ 319.80	1	$ 319.80									
Single Bldg fire alarm only including 24-hour dialer test	$ 409.14		$ -									
Multiple Bldg. applications (same Dialer) Cost per each building)	$ 153.30		$ -									
Combo Fire & Security Monitoring - Single Bldg	$ 537.06		$ -									
Single Bldg Burglar alarm	$ 383.76		$ -									
Holdup Duress	$ 63.96		$ -									
Open/Close Logging (Log Only)	$ 166.50		$ -									
Open/Close Logging Supervised	$ 447.72		$ -									

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report		Annual Full Maintenance	Qty	Total Annual Full Maintenance
Monthly opening and closing reports	$ 89.34		$ -				
Weekly opening and closing reports	$ 358.38		$ -				
Special Conditions(per initiating device) Monitoring of other alarm types such as temperature, nurse call)	$ 63.96		$ -				
Digital Communicator and programming	$ 710.38		$ -				
Reprogramming	$ 160.41		$ -				
Elevator Monitoring (per unit)	$ 255.84		$ -				
Parking Lot Service (Phone)	$ 255.84		$ -				
Video Alarm verification (Maximum 3 incidents per month, $30 charge per incident over 3/mo: video archive time 5 days	$ 1,265.99		$ -				
24 Hour Dialer Test for non-fire system subscriber or second line test	$ 77.16		$ -				
				Note: For all items that state "Test Only" Full Service is			
OPEN MARKET Service Not on Schedule							
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -

If a Reduction is needed, **type** it in here>

Initial Test & Inspect. Sub Total:	$	319.80
Difficulty Factor		1.15
Sub Total	$	367.77
Spot Reduction	$	-
Price Reduction	$	8.50
Total Initial Test & Inspect	$	359.27

If a Reduction is needed, **type** it in here>

Annual Full Maintenance Sub Total:	$	-
Difficulty Factor		1.15
Sub Total	$	-
Spot Reduction	$	-
Price Reduction	$	8.50
Total Annual Full Maintenance	$	-

Zip Code	76574	**Normal Business Hours Order Total**
End-User Facility Name	Expo Center	
Address	Blvd	**$ 359.27**

Normal Business Hours are Monday - Friday 7:00 am to 4:30 pm, excluding holidays

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: _____

Title: _____ **Date:**_____

Zip Code	76574	**After Normal Business Hours Order Total**
End-User Facility Name	Williamson County Expo Center	
Address	Blvd	**$ 538.91**

Use only if inspections are required to be performed outside normal business hours

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: _____

Title: _____ **Date:**_____

The below Negotiated hourly charges are for Repairs and Unscheduled Services Labor only.

Fire Alarm Technician (Non-Software based)

Rates - NICET Level II Technician (Conventional/Hard Wired System)	Per Hour
Repair Services per hour during normal hours (Monday through Friday)	$92.39
Repair services per hour outside normal hours (Before 7:00 am and After 4:30 pm Monday Through Friday and all hours on Saturday)	$137.82
Repair services per hour Sunday and Holidays	$183.76

Travel time is permitted for all repairs and unscheduled services not covered in the line items ordered above. Maximum travel time charge is (4) hours.

Minimum charge for an Emergency and/or Priority Call is (3) Hours (Inspection Deficiencies are Excluded)

Repairs and unscheduled services are not to be quoted using this document, please use the applicable quote forms located on our SG Intranet site "http://simplexgrinnell.ia/government/US/index.asp" under GSA Schedules; Service.

Additional Terms and Conditions

As agreed upon by the GSA FSS Contracting Officer and documented in a Modification PS-0020 to the GSA FSS contract, the following SG Commercial Terms and Exclusions are proposed for contractual inclusion in all Orders issued by ordering activities under the GSA FSS Contract, except that for Section H.5 (Limited Warranty), which reflects SG's Standard Commercial Warranty, this language will be included in GSA Advantage and shall be applicable to the GSA FSS master contract level.

For ease of understanding, as used in these SG Commercial Terms and Exclusions the term "Agreement" refers to the Orders issued by ordering activities, "Customer" refers to ordering activities, and "Company" refers to SimplexGrinnell LP.

1. **Services.** Company will perform the services described in the Agreement ("Services") for one or more system(s) or equipment as described in this Agreement or the listed attachments ("Covered System(s)").
2. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Agreement Scope of Work.
3. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism
4. **Customer Responsibilities.**

a. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customers attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date (this includes the date of all Orders and the date of all requests for work to be performed, whichever first occurs). If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site authorized representative prior to work performance. Should such repair work be declined, Company shall be relieved from any and all liability arising there from.

b. Customer further agrees to:

i. Provide Company clear working access to Covered System(s) to be serviced including, if applicable, lift equipment needed to reach inaccessible equipment (Company can provide at additional price);

ii. Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;

iii. Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;

iv. Provide a safe work environment;

v. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and

vi. Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

vii. If escorts are required, work must be started within one (1) hour of Company staff arrival to customer site. Any additional waiting / processing time (whether at entry time, during work performance, or exit time) will be billable at quarter hour increments based upon the hourly prices established for Repairs and Unscheduled Services.

5. **Reserved**

6. **Limitation of Liability; Limitations of Remedy**. **It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer' release and waive all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.**

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the specific GSA Order price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company for the specific GSA order. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the specific site where the incident occurred. Such sum shall be complete and exclusive. If Customer desire Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. **Exclusions.** This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts.. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

8. Terms and Conditions Governing Alarm Monitoring Service.

a. Customer agrees and acknowledges that Company´s sole and only obligation shall be to provide alarm monitoring, notification, and/or Runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested.

b. **Customer's Duties.**

i. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention.

ii. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational.

iii. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

iv. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

v. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

vi. Customer shall promptly reset the System after any activation.

vii. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

viii. Customer shall follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

viiii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company.

c. **Communication Facilities.**

i. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

ii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission.

iii. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM**

SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO

SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION.

CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED.

CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER.

CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH

A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

d. **Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional char**ge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

e. **Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

f. **System Equipment.** If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

g. **Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement.

h. **Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

i. **Outside Charges.** Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

Commissioners Court - Regular Session **61.**

Meeting Date: 09/06/2016

Sole Source approval for Election Systems and Software LLC

Submitted For: Max Bricka **Submitted By:** Max Bricka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on exempting Election Systems and Software, LLC from the competitive bidding or proposal requirements established by Section 262.024 (a) (7) of the Texas Local Government Code, and designating Election Systems and Software, LLC. as the sole source provider of hardware, software, maintenance services and training for iVotronic voting equipment.

Background

Recently our county Elections department made a request for qualifying the sole source purchase of hardware, software, maintenance services and training for iVotronic voting equipment. These items are supplied by Election Systems and Software, LLC who is the owner, manufacturer, patent holder, and the only provider of their products, software, maintenance and training.

The term of this Sole Source exemption will be effective for 36 months from the date of approval.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ES and S Sole Source Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	08/31/2016 08:49 AM
County Judge Exec Asst.	Wendy Coco	08/31/2016 09:42 AM
Form Started By: Max Bricka		Started On: 08/26/2016 02:31 PM
Final Approval Date: 08/31/2016		

WILLIAMSON COUNTY
1848

Max Bricka, CPSM
PURCHASING AGENT / DIRECTOR

8/31/16

Williamson County Commissioners Court

Re: Sole Source recommendation for Election Systems & Software, LLC

Dear County Judge and Commissioners,

Recently our county Elections department made a request for qualifying the **sole source purchase of hardware, software, maintenance services and training for iVotronic voting equipment. These items are supplied by Election Systems & Software, LLC who is the owner, manufacturer, patent holder, and the only provider of their products, software, maintenance and training.**

After reviewing all documentation requested and submitted, **I recommend qualifying this request as a sole source purchase and exempting these goods from competitive bidding requirements per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7),**

The process has included the following:

- Public posting of an RFI in BidSync for 14 days, with no responses received from any other competitor, requiring additional analysis or consideration.
- A signed Sole Source Justification Request from Christopher Davis, Elections Administrator
- A signed letter of justification from the supplier, establishing why they their product / service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A signed letter of recommendation from Christopher Davis, Elections Administrator
- A price quote of requested items / services

The term of this Sole Source exemption will be effective for 36 months from the date of approval.

If you have any questions or concerns, please contact me at any time.

Sincerely,

Max R. Bricka

Purchasing Agent / Director

WILLIAMSON COUNTY
512.943.1555 Fax 512.943.1575
mbricka@wilco.org www.wilco.org
901 S. Austin Ave.
Georgetown, Texas 78626

BidSync

WILLIAMSON COUNTY

Bid #1608-110 - Intent To Deem Election Systems & Software LLC As Sole Source Provider RFI

Time Left	**closed**	**# of offers**	**0**
Bid Started	**Aug 10, 2016 4:50:16 PM CDT**	**Notifications**	Report (Bidder Activity)
Bid Ended	This bid closed on Aug 25, 2016 3:00:00 PM CDT	**# of suppliers viewed**	**14** (View)
Agency Information	**Williamson County, Texas, TX** (view agency's bids)	**Q & A**	Questions & Answers
Department	Purchasing (view department's bids)		
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
Delivery Location	One or more of the following locations **Williamson County, Texas** No Location Specified **Qty** 1 **Expected Expenditure** n/a		
View Rules	Click here to change the rules for this bid.		
Bid Packet	Packet for Bid 1608-110 [download]		
Best and Final Offer:	Create		

Approval

View Approval Flow	View Approval Flow
Approval Status	Approved

Description

Bid Number	1608-110
Title	Please Attach Any Supporting Documents To This Line
Contract Duration	One Time Purchase
Budgeted Amount	$0.00 (change)
Bid Comments	Williamson County, Texas intends to award a sole-source contract with Election Systems & Software LLC for the following item: **Ivotronic Voting Devices and related hardware, software, maintenance, & training** **THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED.** Interested parties must show clear and compelling evidence of competitive equivalency in order for alternative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County. If it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow. If no affirmative responses are received by 3:00PM, August 25, 2016 showing clear and compelling evidence of competitive equivalency to the items described herein, an award will be made without further notice. Oral communications are not acceptable in response to this notice.
Description	Please Attach Any Supporting Documents To This Line

Documents

Select All | Select None | Download Selected

1. Conflict of Interest Form - Local Gov [download]

Williamson County Purchasing Department
901 South Austin Ave.
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

Sole Source Justification Request

This request is for a:

Sole Source Item (goods or services are available from ONLY this supplier due to a unique capability, patent, copyright, secret process, or capability to meet the requirements of the solicitation)

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, all sole source justifications must be approved in Commissioners Court.

Required Documentation that must accompany this request before this purchase can be considered (any missing documentation will result in delays). *Check all included documents:*

☒ This request form completed and signed

☒ A written quote from the supplier, listing the goods, services and pricing

☒ Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are the only Sole Source provider of the service or item

☒ Notarized Sole source affidavit completed by the supplier

☒ Signed letter of recommendation from the Elected Official or County Department Head

Requestor Name and County Office / Department: Christopher Davis / Elections Office

Requestor Title: Elections Administrator Requestor Phone Number: ext. 3-1622

Requested Sole Source Supplier:

Company Name: Election Systems & Software, LLC

Contact Name: Mark White

Address 11208 John Galt Blvd.

City: Omaha State: NE Zip Code: 68137

Phone Number: 936-662-0404 Email Address: mrwhite@essvote.com

Website: www.essvote.com

Is the recommended supplier the manufacturer? ◉ Yes ○ No

Does the manufacturer sell the item(s) through distributors? ○ Yes ◉ No

Description of the Product or Service: (if additional space is needed, include a separate page) *Describe the full scope of work, including installation if required, items should include brand, model and part number if applicable.*

Sale of voting system equipment and the performance of election related services. Maintenance, supplies, hardware and software used in connection with the voting system equipment and ballot by mail.

Schedule: *Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".*

October 1, 2016

Estimated Cost: Pricing/cost documentation is attached.

SOLE SOURCE RATIONALE

Complete the following checklist:

The requested supplier is the only source of required item(s) or service(s) because:

Check all that apply:

- ☒ The required item or service is proprietary to the supplier
- ☒ The recommended supplier holds the patent on the requested item(s)
- ☒ The recommended supplier is the only supplier capable of performing the requested service
- ☐ A specific item is needed
- ☐ To be compatible or interchangeable with existing hardware
- ☐ As a spare or replacement hardware
- ☒ For the repair or modification of existing hardware
- ☐ For technical evaluation or testing

☐ Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?

If so, please list and describe such attempts:

☐ There is a substantial risk in selecting another product or service provider.

If so, please describe:

☐ It is not possible to obtain competitive bids for consideration.

If so, why:

☐ Are there any other companies who can provide the services or needed items?

If so, please list and provide explanation of why they were unable to meet the requirements:

☐ List any other sources, suppliers, products or service providers that you reviewed in your selection process:

☐ List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):

ACKNOWLEDGEMENT

☑ I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.

☑ I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: 8/8/16

Signature:

** By typing your name, this is equivalent to a legal signature*

NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders.

Election Systems & Software
MAINTAINING VOTER CONFIDENCE ENHANCING THE VOTING EXPERIENCE
EXPERIENCE RELIABILITY SECURITY INNOVATION
11208 John Galt Boulevard · Omaha, NE 68137 USA
Phone: 402.593.0101 · Toll-Free: 1.800.247.8683 · Fax: 402.593.8107
www.essvote.com

April 29, 2016

Christopher J. Davis
Williamson County, Texas
301 SE Inner Loop
Georgetown TX 78626

RE: Election Systems & Software ("ES&S") Equipment, Software and Support Services

Dear Chris:

This letter is in response to Williamson County, Texas' (the "County") request for information regarding ES&S' proprietary election equipment, proprietary election software and election support services. This letter provides the County with information on ES&S' proprietary iVotronic and ES&S' proprietary Model 650 (the "ES&S Equipment") as well as ES&S' proprietary ES&S Equipment firmware and ES&S Unity® software (collectively the "ES&S Software").

Please be advised that ES&S owns all patents, copyrights and trademarks ("Intellectual Property") associated with the ES&S Equipment. Further, ES&S is the sole and exclusive developer and manufacturer of the ES&S Equipment and only ES&S may sell such equipment in the marketplace. In addition, certain component parts of the ES&S Equipment are proprietary to ES&S and may only be obtained directly from ES&S. As certain component (maintenance) parts of the ES&S Equipment may only be obtained directly from ES&S, only ES&S and ES&S trained technicians can ensure that such ES&S proprietary component parts are installed in the ES&S Equipment. This is important to note as the ES&S Equipment are certified both at the Federal and State level and require the replacement of the same certified component parts which were included in the ES&S Equipment at the time such ES&S Equipment was certified. By purchasing the ES&S Equipment from ES&S as well as utilizing ES&S for the performance of preventative and repair maintenance and support services, the County will be assured that all component parts installed in the ES&S Equipment will be in compliance with both the federal and state certified equipment configuration.

With respect to the ES&S Software, please be advised that ES&S is the sole and exclusive developer and licensor of the ES&S Software. As such, ES&S owns all Intellectual Property in its proprietary ES&S Software. Further only ES&S can provide help desk support services for the ES&S Software as well as provide any and all upgrades, enhancements, maintenance patches and other changes to the ES&S Software as may be required by ES&S or its customers. No other vendor in the marketplace today is authorized to license or provide maintenance and support services for the ES&S Software.

Finally, as ES&S owns all of the Intellectual Property in the ES&S Software only ES&S is able to use its software to perform training, ballot layout, coding and programming

services as well as ballot management services for the County. No other vendor in the market today has the right to use ES&S' Software to perform the foregoing election services.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Timothy J. Hallett
Associate General Counsel

WILLIAMSON COUNTY
1848

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Richard J. Jablonski, who after being duly sworn on oath stated the following:

My name is Richard J. Jablonski. My title is VP of Finance.
I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

Sole-source items include:

> **Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.**

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: Voting system, equipment, & software
I am the sole-source supplier of this item because: Proprietary system/Exclusive Control. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 6th day of May, 2016.

[Signature]

Richard J. Jablonski, VP of Finance
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on May 6, 2016, by Timothy J. Hallett.
[Printed Name]

[Signature] Notary Public

State of Nebraska - General Notary
TIMOTHY J. HALLETT
My Commission Expires
January 15, 2020

State of Nebraska
My Commission expires on January 15, 2020

WILLIAMSON COUNTY
1848

Christopher Davis
ELECTIONS ADMINISTRATOR

August 8, 2016

Blake Skiles
Purchasing Specialist II
Williamson County Purchasing
901 S. Austin Ave.
Georgetown, TX 78626

RE: Letter of Recommendation for Voting System Equipment and Election-Related Services from Elections Systems & Software, LLC

Blake,

As directed via your prior correspondence, please consider this letter as my formal recommendation that Williamson County begin the sole source purchasing process for Voting System Equipment and Election-Related Services provided by Elections Systems & Software, LLC.

If I can provide you or your department with any more information, please don't hesitate to contact me.

Sincerely,

Christopher Davis

WILLIAMSON COUNTY
301 S.E. Inner Loop, Suite 104
Georgetown, Texas 78626
Phone 512.943.1630
Fax 512.943.1634
Email cjdavis@wilco.org



May 3, 2016

Christopher J. Davis
Elections Administrator
Williamson County, Texas

Addendum to Sole Source Letter
Williamson County Texas

PRICING: IVOTRONICS

Ivotronic Direct Record Electronic Voting Device (Refurbished only)
(includes terminal, PEB and flashcard)
$1175.00 each

ADA Ivotronic Direct Record Electronic Voting Device (Refurbished only)
(includes terminal, PEB and flashcard)
$1275.00 each

Ivotronic Voting Booths

Clamshell Booths (Refurbished only)
$225.00 each

Real Time Audit Log (RTAL) voting Booths
New $700.00 each
Refurbished $525.00 each

Ivotronic related peripherals:

Printer Packs (Refurbished only) $425.00 each
Flashcards $75.00 each
PEB's $75.00 each

PRICING: M-650

M-650 Central Count Ballot Tabulator (new)
(includes scanner, cart, report printer, audit printer, start up kit and dust cover)
$40,000.00 each

M-650 Central Count Ballot Tabulator (refurbished)
(includes scanner, cart, report printer, audit printer, start up kit and dust cover)
$20,000.00

PRICING: TRAINING

Equipment Operations Training
Software Training

On Site Training: Conducted at Williamson County Elections Office
$1575.00 per day

Off Site Training: Conducted at Election Systems & Software facility
$1000.00 per day

PRICING: BALLOT MANAGEMENT SERVICES

Production and Mailing of By-Mail Ballots and related peripherals
$1.75 per ballot packet
(Price reflects pricing for all ballots regardless of quantity)

Commissioners Court - Regular Session **62.**

Meeting Date: 09/06/2016

Sole Source approval for Votec Corportation

Submitted For: Max Bricka **Submitted By:** Max Bricka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on exempting VOTEC Corporation from the competitive bidding or proposal requirements established by Section 262.024 (a) (7) of the Texas Local Government Code, and designating VOTEC Corporation. as the sole source provider of software and maintenance for VoteSafe Electronic Poll Books.

Background

Recently our county Elections department made a request for qualifying the sole source purchase of software and maintenance for our VoteSafe Electronic Poll Books. These items are supplied by VOTEC Corporation who is the owner, manufacturer, and the only provider of software maintenance and support of their products.

The term of this Sole Source exemption will be effective for 36 months from the date of approval.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Votec Sole Source Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	08/31/2016 08:49 AM
County Judge Exec Asst.	Wendy Coco	08/31/2016 09:42 AM
Form Started By: Max Bricka		Started On: 08/26/2016 02:49 PM
Final Approval Date: 08/31/2016		

WILLIAMSON COUNTY
1848

Max Bricka, CPSM
PURCHASING AGENT / DIRECTOR

8/31/16

Williamson County Commissioners Court

Re: Sole Source recommendation for VOTEC Corporation

Dear County Judge and Commissioners,

Recently our county Elections department made a request for qualifying the **sole source purchase of software and maintenance for our VoteSafe Electronic Poll Books. These items are supplied by VOTEC Corporation who is the owner, manufacturer, and the only provider of software maintenance and support of their products.**

After reviewing all documentation requested and submitted, **I recommend qualifying this request as a sole source purchase and exempting these goods from competitive bidding requirements per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7),**

The process has included the following:

- Public posting of an RFI in BidSync for 14 days, with no responses received from any other competitor, requiring additional analysis or consideration.
- A signed Sole Source Justification Request from Christopher Davis, Elections Administrator
- A signed letter of justification from the supplier, establishing why they their product / service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A signed letter of recommendation from Christopher Davis, Elections Administrator
- A price quote of requested items / services

The term of this Sole Source exemption will be effective for 36 months from the date of approval.

If you have any questions or concerns, please contact me at any time.

Sincerely,

Max R. Bricka

Purchasing Agent / Director

WILLIAMSON COUNTY
512.943.1555 Fax 512.943.1575
mbricka@wilco.org www.wilco.org
901 S. Austin Ave.
Georgetown, Texas 78626

BidSync

WILLIAMSON COUNTY

Bid #1608-111 - Intent To Deem VOTEC Corporation As Sole Source Provider RFI

Time Left	**closed**	**# of offers**	**0**
Bid Started	**Aug 10, 2016 4:50:16 PM CDT**	**Notifications**	Report (Bidder Activity)
Bid Ended	This bid closed on Aug 25, 2016 3:00:00 PM CDT	**# of suppliers viewed**	**12** (View)
Agency Information	**Williamson County, Texas, TX** (view agency's bids)	**Q & A**	Questions & Answers
Department	Purchasing (view department's bids)		
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
Delivery Location	One or more of the following locations **Williamson County, Texas** No Location Specified **Qty** 1 **Expected Expenditure** n/a		
View Rules	Click here to change the rules for this bid.		
Bid Packet	Packet for Bid 1608-111 [download]		
Best and Final Offer:	Create		

Approval

View Approval Flow	View Approval Flow
Approval Status	Approved

Description

Bid Number	1608-111
Title	Please Attach Any Supporting Documents To This Line
Contract Duration	One Time Purchase
Budgeted Amount	$0.00 (change)
Bid Comments	Williamson County, Texas intends to award a sole-source contract with VOTEC Corporation for the following item: **VoteSafe Electronic Poll Book Hardware, Software, & Maintenance** **THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED.** Interested parties must show clear and compelling evidence of competitive equivalency in order for alternative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County. if it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow. If no affirmative responses are received by 3:00PM, August 25, 2016 showing clear and compelling evidence of competitive equivalency to the items described herein, an award will be made without further notice. Oral communications are not acceptable in response to this notice.
Description	Please Attach Any Supporting Documents To This Line

Documents

Select All | Select None | Download Selected

1. Conflict of Interest Form - Local Gov. [download]

Williamson County Purchasing Department
901 South Austin Ave.
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

Sole Source Justification Request

This request is for a:

Sole Source Item (goods or services are available from ONLY this supplier due to a unique capability, patent, copyright, secret process, or capability to meet the requirements of the solicitation)

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, all sole source justifications must be approved in Commissioners Court.

Required Documentation that must accompany this request before this purchase can be considered (any missing documentation will result in delays). *Check all included documents:*

☒ This request form completed and signed

☒ A written quote from the supplier, listing the goods, services and pricing

☒ Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are the only Sole Source provider of the service or item

☒ Notarized Sole source affidavit completed by the supplier

☒ Signed letter of recommendation from the Elected Official or County Department Head

Requestor Name and County Office / Department: Chris Davis

Requestor Title: Elections Administrator Requestor Phone Number: ext. 3-1622

Requested Sole Source Supplier:

Company Name: VOTEC Corporation

Contact Name: Randy Propp

Address 10920 Via Frontera Suite 110

City: San Diego State: CA Zip Code: 92127

Phone Number: 800.348.6832 Email Address: rpropp@votec.net

Website: www.votec.net

Is the recommended supplier the manufacturer? (•) Yes ( ) No

Does the manufacturer sell the item(s) through distributors? ( ) Yes (•) No

Description of the Product or Service: (if additional space is needed, include a separate page) *Describe the full scope of work, including installation if required, items should include brand, model and part number if applicable.*

VoteSafe Electronic Poll Books
VOTEC Corporation manufactures hardware and is the author and the sole provider of VoteSafe software modules. This includes software and maintenance as well.

Schedule: *Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".*

October 1, 2016
VoteSafe Support Maintenance Fee

Estimated Cost: $28,800.00

SOLE SOURCE RATIONALE

Complete the following checklist:

The requested supplier is the only source of required item(s) or service(s) because:

Check all that apply:

- [x] The required item or service is proprietary to the supplier
- [ ] The recommended supplier holds the patent on the requested item(s)
- [ ] The recommended supplier is the only supplier capable of performing the requested service
- [ ] A specific item is needed
- [ ] To be compatible or interchangeable with existing hardware
- [ ] As a spare or replacement hardware
- [ ] For the repair or modification of existing hardware
- [ ] For technical evaluation or testing

- [ ] Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?

If so, please list and describe such attempts:

- [ ] There is a substantial risk in selecting another product or service provider.

If so, please describe:

- [ ] It is not possible to obtain competitive bids for consideration.

If so, why:

☐ Are there any other companies who can provide the services or needed items?

If so, please list and provide explanation of why they were unable to meet the requirements:

☐ List any other sources, suppliers, products or service providers that you reviewed in your selection process:

☐ List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):

ACKNOWLEDGEMENT

☑ I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.

☑ I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: 8/8/16

Signature:

** By typing your name, this is equivalent to a legal signature*

NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders.

VOTEC

VOTEC Corporation

July 18, 2017

Chris Davis
Williamson County Elections Administrator
301 S.E. Inner Loop, Suite 104
Georgetown, TX 78626

RE: VoteSafe Electronic Poll Books

Dear Mr. Davis:

VOTEC Corporation of San Diego California is pleased to offer support for our VoteSafe Electronic Poll Book hardware and software system to Williamson County.

VOTEC Corporation is the author and the sole provider of all VoteSafe Electronic Poll Books software system modules. As VoteSafe is a mission critical software in support of voter registration and elections, VOTEC Corporation is the only company authorized to provide support and maintenance for these systems.

Sincerely,

Randy Propp
Director of Operations

10920 VIA FRONTERA, SUITE 110 • SAN DIEGO CA 92127 • 800.348.6832 • FAX: 858.674.6050
WWW.VOTEC.NET

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared RANDAL PROPP, who after being duly sworn on oath stated the following:

My name is RANDAL PROPP. My title is DIRECTOR OF OPERATIONS. I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

Sole-source items include:

> **Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.**

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: VOTESAFE ELECTRONIC POLL BOOKS. I am the sole-source supplier of this item because: WE MANUFACTURE HARDWARE AND WRITE THE SOFTWARE AND RETAIN EXCLUSIVE CONTROL. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 19 day of July, 2016.

Randal Propp
[Signature]

RANDAL PROPP DIRECTOR OF OPERATIONS
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on July 19th, 2016, by Alexandra Williams.
[Printed Name]

ALEXANDRA WILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164020485
MY COMMISSION EXPIRES MAY 31, 2020

[Signature] Notary Public
State of Colorado
My Commission expires on 05/31/2020

WILLIAMSON COUNTY
1848

Christopher Davis
ELECTIONS ADMINISTRATOR

TO: Max Bricka, Director/Purchasing Agent

FROM: Chris Davis, Elections Administrator

RE: Single / Sole Source Justification Request

DATE: August 8, 2016

The memorandum is written in support of the Elections Office request to designate VOTEC CORPORATION as a sole source vendor.

Williamson County is a large county and growing larger. Because of the delays in receiving timely Voter Applications through the U.S. Postal Service, as well as from other government agencies (SOS, other counties, etc.), voters may be added or updated within Williamson County's Voter registration database (VEMACS) after Early Voting has begun or on Election Day. We need a system that allows for live-updating of changes to our electronic poll books. VoteSafe is the only e-poll book that allows live updates from VEMACS. Additionally, other companies require the data exported from VEMACS be sent to them for parsing and reformatting to match their e-poll book requirements. VoteSafe allows this process to be done in-house, without a middle-man. The information is exported out of VEMACS before Early Voting begins and then each new change in VEMACS is synced over the internet as it happens. All other products offer a one-time or daily export out of VE MACS to sync to their e-poll book product. Lastly, VOTEC's Ballot Board Signature Verification Module greatly increases the speed and efficiency of the work of our Signature Verification Committee as they process thousands of absentee ballot envelopes for a given election. A process that normally covered a 12-hour day can now be completed in a fraction of that time.

WILLIAMSON COUNTY
301 S.E. Inner Loop, Suite 104
Georgetown, Texas 78626
Phone 512.943.1630
Fax 512.943.1634
Email cjdavis@wilco.org

VOTEC Corporation

- INVOICE -

Chris Davis, Elections Administrator
Williamson County
P.O. Box 209
Georgetown, TX 78627

Invoice # 12218
October 1, 2016

Subject: VoteSafe Support - 10/01/2016 - 09/30/2017

Item	Quantity	Description	Unit Price	Extended
1	160	Field System Software Support	$180.00	$28,800.00
		Total		**$28,800.00**

Due and payable upon invoice.

Thank you.

New Address
10920 VIA FRONTERA, SUITE 110 • SAN DIEGO CA 92127 • 800.348.6832 • FAX: 858.674.6050

Commissioners Court - Regular Session **63.**

Meeting Date: 09/06/2016

Approve Contract for Zerto Replication Fine Tuning, Optimization and Virtual Migration per DIR Contract# DIR-TSO-2716

Submitted For: Max Bricka **Submitted By:** Jewel Walker, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving contract for Zerto Replication Fine Tuning, Optimization, and Virtual Migration between Williamson County ITS and Freeit Data Solutions, Inc per DIR Contract# DIR-TSO-2716.

Background

Per the quote from Freeit Data Solutions, the total cost is $8,750 to be paid upon final completion. Pricing and terms per DIR Contract# DIR-TSO-2716.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Exhibit A- SOW

1295 Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/29/2016 02:04 PM
Form Started By: Jewel Walker		Started On: 08/29/2016 09:28 AM
Final Approval Date: 08/29/2016		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
For
INFORMATION TECHNOLOGY SERVICES
(Zerto Replication Fine Tuning, Optimization, and Virtual Migration)
(DIR-TSO-2716)

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

I.

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

A. As described in the attached Statement of Work/Quotation, dated August 5, 2016 and marked Exhibit "A," which is incorporated herein as if copied in full.

Should the County choose to add services in addition to those described in Exhibit "A", such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Completion: The services shall be fully and finally completed within the time period set forth in **Exhibit "A"**; provided, however, the County may extend said time period at its discretion. Service Provider shall commence the services upon instruction to do so from the County. The County shall, at its sole discretion, determine when the project has been fully and finally completed

to its satisfaction.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider shall be capped and paid at **$8,750.00** for the specific project upon final completion. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000

Aggregate policy limits:	$2,000,000

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

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

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

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

V.

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

A. Statement of Work/Quotation, dated August 5, 2016 and marked Exhibit "A; and
B. DIR Contract # DIR-TSO-2716.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

VI.

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

VII.

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

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until project completion or when terminated pursuant to paragraph X above.

XIII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIV.

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

XV.

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

XVI.

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

XVII.

No Assignment: Service Provider may not assign this Contract.

XVIII.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting

for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XIX.

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

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

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	_____
Authorized Signature	Authorized Signature
_____	JUSTINE FONTAINE
Printed Name	Printed Name
Date: _____ ___, 20___	Date: AUGUST 26, 2016

Exhibit "A"
Statement of Work/Quotation

Payment Criteria

Fee: Payment for Services is a fixed fee listed below and includes Travel and Expense.

	Fixed Services Fee
Fixed Services Fee	**$8,750**
	Billed as required @ $200/hour

Invoice/Payment Terms: As set forth in the Contract.

Taxes: Freeit Data Solutions pricing does not include applicable local taxes.

Scope Changes: Additional fees may apply if Customer changes or expands the scope of the Services. Any additional work that is required outside the scope of this SOW requires written approval by Customer and Freeit Data Solutions, LLC as described in the Change Control Process detailed in this SOW.

Services Scheduling: Services may not be scheduled or commenced until the Purchase Order (if any) and signed SOW is received by Freeit Data Solutions. Upon receipt of a signed SOW and Purchase Order, Freeit Data Solutions will typically contact you within 7 business days to begin Services scheduling. Services Scheduling will be based upon Customer's schedule preferences/requirements and the availability of required resources.

Exhibit "A"
Statement of Work/Quotation

Statement of Work for:

Freeit Data Quote # FDS20160805

Williamson County
Zerto Replication Fine Tuning, Optimization, and Virtual Migration

---

Version 1.0 August 5, 2016

Exhibit "A"
Statement of Work/Quotation

Summary of Work

Objective

The primary goal of this service is to fine-tune an existing implementation of Zerto BC/DR solution. This service may need to be customized based on the specific needs of the end user.

Services

This service is to fine-tune the existing implementation of Zerto BC/DR solution in a production environment. Services include reviewing the Zerto environment and making modifications to optimize the systems and meet the stated needs and goals of the customer.

1. Hold a kickoff meeting with customer to review plan and timeline of implementation.

2. Review the current Zerto infrastructure

   a. Installation
   - i. Verify ESX server and storage installation
   - ii. Verify Zerto installation and install Zerto in new environment
   - iii. Upgrade Zerto to latest Version if needed
   - iv. Verify current Virtual Machine layout and configurations

   b. Virtualization
   - i. Review ESX server and resource utilization
   - ii. Review Virtual Machine layout and configurations
   - iii. Review key optimization settings as applicable to Zerto
   - iv. Review configuration changes necessary to achieve optimal performance and support from Zerto BC/DR solution

   c. Networking
   - i. Review the current network communication paths for servers and between Data Centers
   - ii. Review the bandwidth capacity
   - iii. Review configuration changes necessary to support Zerto
   - iv. Review the networks ability to support a replication site

   d. Implementation
   - i. Assemble a complete list of recommended changes to review with end user
   - ii. Discuss any issues or failures
   - iii. Identify and review further Zerto replication configuration
   - iv. Create and provision Zerto Application Protection Groups
   - v. Test Zerto Application Protection Groups for Fail-over Move and Test
   - vi. Make adjustments to up to five replication jobs to improve performance, reliability, or functionality as applicable
   - vii. Finalize configuration

free of hazardous materials and free from asbestos, and that all Freeit Data Solutions personnel are provided with all necessary safety equipment and training while on Client's or its customer's site.

- Client will be responsible for providing adequate and secure onsite storage for all deliveries.
- Client will be responsible for:
    - Back-up and/or data migration of existing data unless otherwise agreed to by Freeit Data Solutions;
    - Computer system and network designs; and
    - Component selection as it relates to the performance of the computer system and/or the network.
- Client will communicate any issues or concerns with respect to the Services or Deliverables in a timely manner.
- Client will make all recommended changes to the existing environment to facilitate the Zerto fine-tuning & optimization
- Client will make all necessary resources (electronic and human) available when needed to complete the work in this document
- Client will make all information available to the service provider engineer as requested.
- Client will make sure the virtual server, storage and network are in good working order prior to commencement of services in this document

Timeframes

Services will be limited to a period of time not to exceed 5 continuous business days, also included is 1 day for onsite training for Williamson County IT staff.

The table below is an estimate of the general project duration by phase and is intended for planning purposes only. The actual schedule may change as the project progresses.

Estimated Duration Table

Phase	Estimated Duration	Onsite/Offsite
Zerto Replication Fine Tuning/Optimization	1 day	Onsite
Migration	4 days	Onsite
Remote phone support (4 hours included)		Remote
Total	5 days	

3. Virtual Migration
    - **a.** Plan
        - i. Determine application dependencies for which Virtual Servers need to migrated simultaneously
        - ii. Identify Mission Critical application groups to be migrated at off peak hours
    - **b.** Stage
        - i. Establish order for application group migration
        - ii. Verify the required networking changes for virtual machines
    - **c.** Move
        - i. Move high priority Application groups one at a time
        - ii. Move lower priority groups concurrently
        - iii. As groups are Failed over, verify the VM's are behaving as expected prior to committing failover
        - iv. Once Failover has been committed validate VM's behavior and that VM is interacting with all dependencies correctly

4. Documentation
    - **a.** List of recommended changes
    - **b.** Document the Zerto architecture
    - **c.** Final documentation of changes made

Freeit Data Solutions Responsibilities

Freeit Data Solutions is responsible for the following:

- Freeit Data solutions will provide the applicable and necessary labor, consultation, materials, project management and/or tools to perform the Services and provide the Deliverables described herein.
- Freeit Data Solutions will provide an engineer with expertise in Zerto Business Continutiy (BC) / Disaster Recovery (DR)
- Freeit Data Solutions will complete work in accordance with best practices
- Freeit Data Solutions warranties services for a period of 30 days after completion of the work identified in this document

Client Responsibilities

Client is responsible for the following:

- Client will acquire and/or install any software, hardware, network wiring, permits, licenses and rights of way necessary for the completion of this project outside of what is listed in this statement of work (SOW) in a timeframe that allows Freeit Data Solutions to complete or meet the project-specific milestones.
- Client will ensure that the Freeit Data Solutions project staff is given access to all necessary facilities and workspace, and is provided all furniture; supplies and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc.) required to successfully perform, troubleshoot, and complete the Services for the duration of the Services. In addition, Client will ensure that the work environment is

Exhibit "A"
Statement of Work/Quotation

Executive Summary

Client Contact information:
Organization: Williamson County
Address:
301 SE Inner Loop
Suite 105
Georgetown, TX 78626

Primary Contact: Richard Semple
Phone: 512-943-1489
Email: rsemple@wilco.org

Freeit Data Solutions agrees to provide particular consulting services ("Services") to the client as further described below.

Confidentiality: Except as otherwise set forth under the Texas Public Information Act or other applicable law, all information supplied to Williamson County, Texas for the purpose of this SOW is to be considered Freeit Data Solutions confidential.

Scope of Work

Methodology:
Freeit engineers manage projects with a holistic approach. It is our goal to work within an infrastructure life cycle defined by the following three phases:

Design – Deploy – Maintain

Freeit Data Solutions will provide professional resources to perform Evaluation of Zerto environment and review install, configuration and setup of the Zerto environment. Setup configuration to provide HA capability for mission critical applications and implement Disaster Recovery best practices and provide onsite migration training.

Location of Work

Freeit engineers reserve the right to perform work remotely by leveraging remote access technology, per availability for Client systems. Remote access work will be done in an effort to increase efficiency and minimize billable engineering hours to the Client. On Site work will be performed at Client location and/or Client datacenter location, as needed.

Exhibit "A"
Statement of Work/Quotation

Freeit
DATA SOLUTIONS

Contract No:	DIR-TSO-2716
TAX ID#:	27-2209002
HUB#:	1-27-2209002-900
Term:	NET 30
FOB:	Destination

Williamson County
Rory Tierney
710 Main St
Georgetown, TX 78626
Ph: (512) 943-1457
rory.tierney@wilco.org

Quote Number: FDS20160805
Quote Date: 8/5/16
Expiration Date: 9/4/16

Freeit Data Solutions, Inc.
1214 W. 6th St., Ste. 210
Austin, TX 78703
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact:	Justine Fontaine
(512) 633-2919	Justine@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
Freeit Services for Replication Fine Tuning, Optimization, and Virtual Migration				
Services				
1	FDS-SMTSRT	Freeit services for replication fine tuning/optimization and migration. Includes 4 hours of remote phone support	$8,750.00	$8,750.00

Grand Total: $8,750.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2016-104748

Date Filed:
08/26/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Freeit Data Solutions
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
FDS20160805
Professional Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Orchid, Wayne	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

LISA K. TAN
Notary Public, State of Texas
Comm. Expires 08-12-2020
Notary ID 12049696

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said JUSTINE FONTAINE, this the 26th day of August, 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
Lisa K. Tan	Lisa K. Tan	Notary Public

Commissioners Court - Regular Session **64.**

Meeting Date: 09/06/2016

Approve Advertising Bid 1608-108, RM 620 Phase 2

Submitted For: Max Bricka **Submitted By:** Jewel Walker, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for IFB# 1608-108, RM 620 Phase 2.

Background

Williamson County is requesting bids for reconstruction of the existing 4-lane roadway to 6-lane divided highway with median and turn lanes. This will consist of grading, asphalt paving, flex base, curb & gutter, storm sewer, drainage culverts, retaining walls, water quality facilities, traffic signals, sidewalks, signing and pavement markings. The estimated amount is 6,800,000.00. Substantial completion is 425 calendar days.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Public Notice

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/31/2016 03:21 PM
Form Started By: Jewel Walker		Started On: 08/31/2016 09:20 AM
Final Approval Date: 08/31/2016		

PUBLIC NOTICE WILLIAMSON COUNTY
INVITATION FOR BIDS

Williamson County Commissioner's Court invites the submission of sealed bids for:

RM 620 – Phase 2

Williamson County is seeking qualified contractors to reconstruct the existing 4-lane roadway to 6-lane divided highway with median and turn lanes. Work consists of grading, asphalt paving, flex base, curb & gutter, storm sewer, drainage culverts, retaining walls, water quality facilities, traffic signals, sidewalks, signing & pavement markings. Estimated time of completion is 425 calendar days to substantial completion, and 30 additional calendar days to final completion, with an estimated cost of $6,800,000.

Sealed bids will be publicly opened and read aloud in the Williamson County Purchasing Department, 901 South Austin Avenue, Georgetown, Texas on 9/27/2016 at 3:30 P.M.

Bids must be received on or before 9/27/2016 at 3:30 P.M.

Bid documents and plans may be viewed and responded to by registering with BIDSYNC at www.bidsync.com.

No fee is required to register with Bidsync as a Williamson County Supplier, or to participate in the County's solicitation process. The receipt of electronic bids will be registered in Bidsync. The Time-Date Stamp Clock located at the Williamson County Purchasing Department will serve as the official clock for the purpose of verifying the date and time of receipt of Paper Bids.

There will be a Non-Mandatory Pre-Bid Conference on 9/15/2016 at 3:30 P.M. at Williamson County Purchasing Department, 901 South Austin Avenue, Georgetown, Texas.

BID BOND REQUIRED
A Cashier's Check, Certified Check, or acceptable Bidder's Bond in the amount of five percent (5%) of the Bid must accompany each Bid. Performance, Payment and Warranty Bonds will be required as designated in the bidding documents.

The Williamson County Commissioners' Court reserves the right to accept the lowest and best Bid as deemed by the Court, or reject any and/or all bids.

Bidder shall use per unit pricing. Payments will be made by check.

The designated Purchasing Agent for this Bid is Jewel Walker, Purchasing Specialist, under the direction of Max Bricka, Purchasing Agent for Williamson County, 512-943-1692.

This notice is issued by order of the Williamson County Commissioners' Court on 9/06/2016; Dan A. Gattis, County Judge.

Commissioners Court - Regular Session **65.**

Meeting Date: 09/06/2016

Award IFB 1607-105, Hauling Construction Materials

Submitted For: Max Bricka **Submitted By:** Jewel Walker, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB# 1607-105, Hauling Construction Materials for Williamson County Road and Bridge to the only bidder meeting all specifications and requirements of the bid, Statewide Materials.

Background

Statewide Materials was the only bidder. They met all specification and budget requirements. The bid tabulation with pricing is attached which includes unit prices for fully loaded trucks.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Bid Tab

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/31/2016 03:21 PM
Form Started By: Jewel Walker		Started On: 08/31/2016 11:33 AM
Final Approval Date: 08/31/2016		

WILLIAMSON COUNTY
1848

August 31, 2016

Mr. Max Bricka
Purchasing Agent
Williamson County Purchasing Department 901 S Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for IFB 1607-105 - Hauling

Statewide Materials Ltd., submitted the only bid for the IFB 1607-105 – Hauling. After reviewing all of the pertinent information, I recommend to the Williamson County Commissioner's Court, they award Statewide Materials Transport Ltd. as primary vendor for IFB 1607-105 - Hauling.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Robert B. Daigh, P.E.
Senior Director of Infrastructure

Hauling Bid Tabulation

Company: Statewide Transport Ltd.

ITEM #	DESCRIPTION		UNIT	UNIT PRICE
1	Hauling, 0.0 to 5.5 Miles (Mile Minimum)		TON	$ 1.93
	Hauling, 5.6 to 10.0 Miles (Mile Minimum)		TON	$ 2.91
	Hauling, 10.1 to 15.0 Miles (Mile Minimum)		TON	$ 3.40
	Hauling, Over 15.1 Miles (A mileage chart may be attached showing prices for 15 plus miles.)		TON	$ 0.30
	Belly Dump	[x] YES [ ] NO		
	End Dump	[x] YES [ ] NO		
	12 yd Bob Tail	[ ] YES [x] NO		
	8 yd Bob Tail	[ ] YES [x] NO		

ATTACH A MILEAGE CHART SHOWING PRICES FOR 10 PLUS MILES.

NOTE ANY EXCEPTIONS:

Any haul over 46 miles will be billed at $0.18 per ton mile.

*Unit price shall be based on fully loaded truck.

Commissioners Court - Regular Session **66.**

Meeting Date: 09/06/2016

Approve Purchase of Oracle Software Update and Support Service for FY2017 per DIR Contract# DIR-TSO-2548

Submitted For: Max Bricka **Submitted By:** Jewel Walker, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving purchase of Oracle software update and support services between Williamson County ITS and Mythics, Inc. per DIR Contract# DIR-TSO-2548 for a total purchase of $1,541,272.88, in five annual payments of $308,254.58 beginning in FY2017.

Background

Legal and Contract Audit reviewed the documents attached from Mythics, Inc. and determined that these documents are in line with the DIR contract.

The total purchase cost per the Mythics quote is $1,541,272.88, five payments of $308,254.58 for purchase in FY2017. This is for Oracle update and support services, FY2017.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote and Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 10:03 AM
Form Started By: Jewel Walker		Started On: 09/01/2016 08:33 AM
Final Approval Date: 09/01/2016		

MYTHICS™

ORACLE Platinum Partner

Mythics Ordering Document # (103116) - (JDB) - (01)

Price Valid Thru: 10/31/2016

End User Contact: Williamson County
End User Name: Tammy McCulley
End User Address: 301 SE Inner Loop-Suite 105
Georgetown, TX 78626

Prepared By: Mythics, Inc.
Contact: Jared Barnes
Phone: (757) 416-6539
Email Address: jbarnes@mythics.com

ORACLE TECHNICAL SUPPORT RENEWAL

Software Update License & Support

Line Item	Oracle Product Description	CSI	Level	Quantity	Support Term	Oracle License Type	Oracle License Term	Cost
1	Oracle Grants	3884672	Full Use	3	Nov 1, 2016 - Oct 31, 2021	Application User	Perpetual	$16,891.05
2	Self-Service Human Resources	3851632	Full Use	1500	Nov 1, 2016 - Oct 31, 2021	Person	Perpetual	$55,996.76
3	Payroll	3851632	Full Use	1500	Nov 1, 2016 - Oct 31, 2021	Person	Perpetual	$134,392.80
4	Advanced Benefits	3851632	Full Use	1500	Nov 1, 2016 - Oct 31, 2021	Person	Perpetual	$49,595.00
5	Oracle Internet Expenses	3851632	Full Use	1000	Nov 1, 2016 - Oct 31, 2021	Expense Reports	Perpetual	$7,466.20
6	Internet Application Server Enterprise Edition	3886397	Full Use	1	Nov 1, 2016 - Oct 31, 2021	Processor	Perpetual	$25,023.60
7	Oracle Database Enterprise Edition	3886397	Full Use	1	Nov 1, 2016 - Oct 31, 2021	Processor	Perpetual	$48,497.05
8	Oracle Database Enterprise Edition	3886397	Full Use	3	Nov 1, 2016 - Oct 31, 2021	Processor	Perpetual	$140,425.80
9	Internet Application Server Enterprise Edition	3886397	Full Use	3	Nov 1, 2016 - Oct 31, 2021	Processor	Perpetual	$71,831.80
10	Oracle Database Standard Edition	3073528	Full Use	50	Nov 1, 2016 - Oct 31, 2021	Named User - Single Server		$6,901.30
11	APPLICATIONS V1.0 **LICENSE ONLY**	2252082	Full Use	30	Nov 1, 2016 - Oct 31, 2021	Concurrent Device		$41,400.20
12	ALERT V5.0 REL 10.7	2252082	Full Use	1	Nov 1, 2016 - Oct 31, 2021	Computer		$23,786.60
13	DISCOVERER ADMIN ED V3.0	2252082	Full Use	1	Nov 1, 2016 - Oct 31, 2021	Named User		$28,507.05
14	Human Resources	3851632	Full Use	1500	Nov 1, 2016 - Oct 31, 2021	Person	Perpetual	$134,392.80
15	Oracle Database Standard Edition One	16492318	Full Use	2	Nov 1, 2016 - Oct 31, 2021	Processor	Perpetual	$10,419.85
16	Internet Application Server Enterprise Edition	16492318	Full Use	30	Nov 1, 2016 - Oct 31, 2021	Named User Plus	Perpetual	$12,530.85
17	Oracle Grants	16017441	Full Use	3	Nov 1, 2016 - Oct 31, 2021	Application User	Perpetual	$9,419.75
18	Internet Application Server Enterprise Edition	16250802	Full Use	2	Nov 1, 2016 - Oct 31, 2021	Processor	Perpetual	$57,277.90
19	Internet Application Server Enterprise Edition	16250802	Full Use	40	Nov 1, 2016 - Oct 31, 2021	Named User Plus	Perpetual	$21,046.90
20	Oracle Database Enterprise Edition	16250802	Full Use	25	Nov 1, 2016 - Oct 31, 2021	Named User Plus	Perpetual	$17,551.35
21	Oracle Financials - Enterprise	16494735	Full Use	125	Nov 1, 2016 - Oct 31, 2021	$M in Operating Budget	Perpetual	$183,022.45
22	Oracle Purchasing - Enterprise	16494735	Full Use	125	Nov 1, 2016 - Oct 31, 2021	$M in Operating Budget	Perpetual	$38,124.60
23	Oracle Human Resources	15590073	Full Use	25	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$3,890.15
24	OracleSelf-Service Human Resources	15590073	Full Use	25	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$1,027.20
25	Oracle Advanced Benefits	15590073	Full Use	25	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$385.80
26	Oracle Payroll	15590073	Full Use	25	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$4,750.80
27	Internet Developer Suite	15409590	Full Use	2	Nov 1, 2016 - Oct 31, 2021	Named User Plus	Perpetual	$6,936.10
28	Forms and Reports	15409590	Full Use	1	Nov 1, 2016 - Oct 31, 2021	Processor	Perpetual	$13,872.25
29	Oracle Advanced Benefits	16250337	Full Use	100	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$5,906.95
30	Oracle Human Resources	16250337	Full Use	400	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$61,423.05
31	Oracle Payroll	16250337	Full Use	400	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$62,542.80
32	OracleSelf-Service Human Resources	16250337	Full Use	100	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$2,778.65
33	Oracle Treasury - Enterprise	16250337	Full Use	1	Nov 1, 2016 - Oct 31, 2021	$M in Operating Budget	Perpetual	$32,519.40
34	Internet Application Server Enterprise Edition	16250337	Full Use	2	Nov 1, 2016 - Oct 31, 2021	Processor	Perpetual	$37,436.76
35	Oracle Database Enterprise Edition	16250337	Full Use	25	Nov 1, 2016 - Oct 31, 2021	Named User Plus	Perpetual	$9,535.65
36	Oracle Advanced Benefits	10221780	Full Use	25	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$1,482.85
37	Oracle Self-Service Human Resources	10221780	Full Use	25	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$702.55
38	Oracle Payroll	10221780	Full Use	25	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$3,951.70
39	Oracle Human Resources	10221780	Full Use	25	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$2,865.55
40	Oracle Advanced Benefits	19766401	Full Use	211	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$9,438.95
41	Oracle Human Resources	19766401	Full Use	110	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$10,698.60
42	Oracle Payroll	19766401	Full Use	76	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$8,590.00
43	Oracle Treasury	16250337	Full Use	25	Nov 1, 2016 - Oct 31, 2021	Enterprise $M in Operating Budget	Perpetual	$5,909.35
44	Oracle Purchasing	16494735	Full Use	25	Nov 1, 2016 - Oct 31, 2021	Enterprise $M in Operating Budget	Perpetual	$12,178.78
45	Oracle Financials	16494735	Full Use	25	Nov 1, 2016 - Oct 31, 2021	Enterprise $M in Operating Budget	Perpetual	$59,977.10
46	Oracle Self-Service Human Resources	20160296	Full Use	125	Aug 18, 2016 - Oct 31, 2021	Employee	Perpetual	$3,248.30
47	Oracle Financials	16494735	Full Use	12.5	Nov 1, 2016 - Oct 31, 2021	Enterprise $M in Operating Budget	Perpetual	$70,212.25
48	Oracle Purchasing	16494735	Full Use	12.5	Nov 1, 2016 - Oct 31, 2021	Enterprise $M in Operating Budget	Perpetual	$5,134.60
49	Oracle Treasury	16250337	Full Use	12.5	Nov 1, 2016 - Oct 31, 2021	Enterprise $M in Operating Budget	Perpetual	$2,974.70
							6 Year SUPPORT Total:	$1,541,272.88

TOTAL PRICE * $1,541,272.88
Five Annual Payments of: $308,254.58

* Applicable State taxes will be added unless an exemption is provided.

Please put the following language on any purchase order that may follow this Ordering Document:

This order is placed pursuant to the terms and conditions of Texas DIR-TSO-2548.

Payment Terms: Technical Support Services: Check one

[X] Net 30

[ ] Quarterly in Arrears

Terms and Conditions of Sale:

[X] This is a funded commitment and a copy of the Purchase Order, solely to facilitate invoicing and payment annually, will follow no later than October, 17, 2016; October, 17, 2017; October, 17, 2018; October, 17, 2019; October, 17, 2020; October, 17, 2021.

This order is contingent upon approved annual appropriation and a copy of the purchase order will follow on or before the dates listed above.
The undersigned has authority to enter into a contract on behalf of the End-User agreeing to the following terms and conditions outlined herein.

End User has obtained all necessary approvals to release funds for this purchase.
Non-Payment will constitute an immediate default of this contract and upon notice from Mythics, End-User shall be prohibited from continued use of the support until payment has been received in full for any outstanding balance or costs incurred.
Any additional Oracle licenses that will be required during this agreement will be at Oracle's then current pricing.

You agree that Mythics has the right to cancel your techical support services with Oracle due to non-payment. However, the End Usr has the sole right to terminate this order at the end of each year.

End User agrees that in the event this agreement is terminated by the End User, End User will provide a notice of cancellation to Mythics 30 days prior to the commencement of that renewal period.

Payment of this contract is due in annual installments of $308,254.58 and not to exceed $1,541,272.88.

You agree that the period of support shall be from **(August 18, 2016 to October 31, 2021, for line 46) and (November 1, 2016 to October 31, 2021 for lines 1-45 and 47-49).**

Payment of this contract is due in full in accordance with the above referenced payment terms.

You agree that this order is placed pursuant to the terms and conditions of **Texas DIR-TSO-2548.**

By signing below, the undersigned represents that he/she has the authority to bind the End User to the terms of this Mythics Ordering Document and affirms End User's commitment to pay for the services ordered.

Signature

Printed Name and Title

Date

END USER LETTERHEAD

Mythics, Inc.
1439 N. Great Neck Rd.
Virginia Beach, VA 23454

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94069 Date:

Dear Mythics and Oracle:

CONFIRMATION OF EXECUTION OF AGREEMENT WITH MYTHICS, INC. FOR THE PURCHASE OF ORACLE MAINTENANCE

This order is placed pursuant to the Terms and Conditions of Mythics quote 103116 - JDB – 01 and Texas DIR-TSO-2548.

Through this ordering letter, Williamson County confirms that an agreement for Oracle Maintenance has been executed with MYTHICS:

Support term is: (November 1, 2016 to October 31, 2021 for lines 1-45, and 47-49) and (August 18, 2016, to October 31, 2021 for line 46.)

Item	Oracle Hardware or Programs/License Type	Quantity Purchased
1	Oracle Grants	3
2	Self-Service Human Resources	1500
3	Payroll	1500
4	Advanced Benefits	1500
5	Oracle Internet Expenses	1000
6	Internet Application Server Enterprise Edition	1
7	Oracle Database Enterprise Edition	1
8	Oracle Database Enterprise Edition	3
9	Internet Application Server Enterprise Edition	3
10	Oracle Database Standard Edition	50
11	APPLICATIONS V1.0 **LICENSE ONLY**	30
12	ALERT V5.0 REL 10.7	1
13	DISCOVERER ADMIN ED V3.0	1
14	Human Resources	1500
15	Oracle Database Standard Edition One	2
16	Internet Application Server Enterprise Edition	20
17	Oracle Grants	2
18	Internet Application Server Enterprise Edition	2
19	Internet Application Server Enterprise Edition	40
20	Oracle Database Enterprise Edition	25
21	Oracle Financials - Enterprise	125
22	Oracle Purchasing - Enterprise	125

23	Oracle Human Resources	25
24	OracleSelf-Service Human Resources	25
25	Oracle Advanced Benefits	25
26	Oracle Payroll	25
27	Internet Developer Suite	2
28	Forms and Reports	1
29	Oracle Advanced Benefits	100
30	Oracle Human Resources	400
31	Oracle Payroll	400
32	OracleSelf-Service Human Resources	100
33	Oracle Treasury - Enterprise	1
34	Internet Application Server Enterprise Edition	2
35	Oracle Database Enterprise Edition	25
36	Oracle Advanced Benefits	25
37	Oracle Self-Service Human Resources	25
38	Oracle Payroll	25
39	Oracle Human Resources	25
40	Oracle Advanced Benefits	211
41	Oracle Human Resources	110
42	Oracle Payroll	76
43	Oracle Treasury	25
44	Oracle Purchasing	25
45	Oracle Financials	25
46	Oracle Self-Service Human Resources	125
47	Oracle Financials	12.5
48	Oracle Purchasing	12.5
49	Oracle Treasury	12.5

SIGNATURE*: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

*Must have authority to enter into contracts on behalf of the End-User.

Commissioners Court - Regular Session **67.**

Meeting Date: 09/06/2016

Sheriff's Office Forfeiture Fund Budget Amendment 09-06-2016

Submitted For: Melanie Denny **Submitted By:** Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the Sheriff's Forfeiture Fund - State and Local Funds:

Background

Per Chapter 59 of the Code of Criminal Procedure when an elected official who receives State and Local Forfeiture funds does not file for reelection the expenditure of these funds must be approved by the Commissioners Court. The seized funds received this year to date is to being used to provide funding for the Austin Regional Intelligence Center(ARIC). ARIC is a collaborative effort of ten public safety agencies in Hays, Travis and Williamson counties. The mission of ARIC is to maximize the ability to detect, prevent, apprehend, and respond to criminal and terrorist activity.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0410.0000.352113	Seizures-State/Local	$32,603.86

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/31/2016 10:15 AM
Form Started By: Tomika Lynce		Started On: 08/31/2016 08:31 AM
Final Approval Date: 08/31/2016		

Commissioners Court - Regular Session **68.**

Meeting Date: 09/06/2016

Sheriff's Office Forfeiture Fund Budget Amendment 09-06-2016

Submitted For: Melanie Denny **Submitted By:** Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Sheriff's Forfeiture Fund - State and Local Funds:

Background

Per Chapter 59 of the Code of Criminal Procedure when an elected official who receives State and Local Forfeiture funds does not file for reelection the expenditure of these funds must be approved by the Commissioners Court. The seized funds received this year to date is to being used to provide funding for the Austin Regional Intelligence Center(ARIC). ARIC is a collaborative effort of ten public safety agencies in Hays, Travis and Williamson counties. The mission of ARIC is to maximize the ability to detect, prevent, apprehend, and respond to criminal and terrorist activity.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0410.0413.003530	Investigative Supplies/Service	$32,603.86

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/31/2016 10:15 AM
Form Started By: Tomika Lynce		Started On: 08/31/2016 08:47 AM
Final Approval Date: 08/31/2016		

Commissioners Court - Regular Session **69.**

Meeting Date: 09/06/2016

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) Project Fiji
e) Leander Medical Center
f) Project Monkey

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 09:26 AM
Form Started By: Charlie Crossfield		Started On: 09/01/2016 09:14 AM
Final Approval Date: 09/01/2016		

Commissioners Court - Regular Session **70.**

Meeting Date: 09/06/2016

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 for proposed CR 110 project. (All sections)

i) Discuss the acquisition of real property: CR 258

j) Discuss the acquisition of real property: Inner Loop.

k) Discuss the acquisition of real property for County Facilities.

l) Discuss the acquisition of real property for DB Wood Rd. (Sneed Loop)

m) Discuss the acquisition of Easement interests on CR 240.

n) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.

o) Discuss the acquisition of real property: Arterial H

p) Discuss the acquisition of easements on the Forest North project.

q) Discuss potential acquisition of property located at NEC of Toll 130 and Gattis School Rd.

r) Discuss utilities for CR 305 at IH 35 and Reagan at IH35 projects.

s) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.

t) Discuss options for ingress and egress regarding access to Cedar Hollow 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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2016 09:26 AM
Form Started By: Charlie Crossfield		Started On: 09/01/2016 09:13 AM
Final Approval Date: 09/01/2016		