

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
SEPTEMBER 20TH, 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 – 25)

5. Discuss, consider and take appropriate action on a line item transfer for the 277th District Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0437.003010	Computer Equip	393.24
From	0100.0437.004010	Visiting Judges	700.19
From	0100.0437.004350	Printed Materials & Binding	40.00
From	0100.0437.004999	Miscellaneous	300.00
To	0100.0437.004232	Training, Conf., Seminars	1433.43

6. Discuss, consider and take appropriate action on a line item transfer for County Court at Law #2.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-001107	All Cty Cts/Temp Labor	\$4,361.82
To	0100-0427-004010	CCL2/Visiting Judge	\$4,361.82

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-001107	All Cty Cts/Temp Labor	\$2,800
To	0100-0425-004100	All Cty Cts/Prof Svcs	\$2,800

8. Discuss, consider, and take appropriate action on a line item transfer for the County Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	\$2,432.00
To	0100.0475.003006	Office Equipment	\$1,097.00
To	0100.0475.003005	Office Furniture	\$1,335.00

9. Discuss, consider and take appropriate action on a line item transfer for Mobile Outreach Team

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0341-003003	Radio Equipment < \$5,000	2000.00
To	0100-0341-004908	Outreach Flex Funding	2000.00

10. Discuss, consider and take appropriate action on a line item transfer for Non Departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Contingencies	7700
To	0100-0409-002070	Group Ins/Retirees	7700

11. Discuss, consider and take appropriate action on a line item transfer for Constable Pct. #1

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0551.003002	Vehicle Equipment	\$4,400.00
To	0100.0551.004541	Vehicle Maintenance & Repairs	\$4,400.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$50,000
To	0100-0570-003316	Jail/Medical	\$50,000

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13. Discuss, consider and take appropriate action acknowledging line item transfers of \$500 or less completed by the County Auditor during Fiscal Year 2016.
 14. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including, (1) 2010 Black/White Ford Crown Vic., (2) 2000 White 4700 Internationals, (1) 2002 White 2500 Chevy, (1) Fax Machine, (6) Printers, (1) Scanner, (1) Typewriter, (1) Air Card, (10) Phone Kits, (1) Surge Protector, (3) Desktops, (1) Keyboard, (see attached lists) pursuant to Tx. Local Gov't Code 263.152.
 15. Discuss, consider and take appropriate action to approve waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector's Office.
 16. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, August 2016 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
 17. Discuss, consider and take appropriate action on approving property tax collections for the month of August 2016 for the Williamson County Tax Assessor/Collector.
 18. Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 for the month of August 2016 for the Williamson County Tax Assessor/Collector.
 19. Discuss, consider and take appropriate action on a ?Request for Authorization of Additional Classification and Rate in relation to a Master Scheduler for the T. Don Hutto Residential Facility.
 20. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
 21. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Expo Project; Change Order # 17 in the amount of \$19,984.00 for additional concrete and site work to address drainage issues at the Existing Arena, which was executed by Dale Butler pursuant to the previous grant of authority under Section 262.031 of the Local Government Code.
 22. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Expo Project; Change Order # 18 in the amount of \$29,883.00 for additional site work and new parking specs to address vehicle access issues at the North end of Covered Penning, which was executed by Dale Butler pursuant to the previous grant of authority under Section 262.031 of the Local Government Code.
 23. Receive and acknowledge Work Authorization No. 4 under Williamson County Contract for Engineering Services between Prime Strategies, Inc. (PSI) and Williamson County dated May 13, 2014 for Planning, Design and Program Management for Williamson County Road and Bridge.
 24. Discuss, consider and take appropriate action on approval of the preliminary plat for the Windmill Acres subdivision - Pct 2.
 25. Discuss, consider, and take appropriate action on approval of the preliminary plat for the Harkins Subdivision, a replat of Lots 3 and 4 of Northwest Industrial Park subdivision - Pct 4

REGULAR AGENDA

26. Discuss, consider and take appropriate action on resolution extending appreciation to Patricia Pulliam, Kimberly Clark, and Erica Miller for their dedicated service and efforts to improve Justice Court service for the residents of Precinct Two.
27. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
28. Receive and acknowledge the September 2016 Construction Summary Report for the Road Bond and Pass Through Financing Programs.
29. Discuss, consider, and take appropriate action regarding a Utility Reimbursement Agreement and Utility Joint Use Agreement with Oncor Electric for utility adjustments on CR 110 South, a Road Bond Project in Commissioner Pct 4.
30. Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of -\$24,873.50 for Bill Pickett Trail (East Williamson County Park Access Road), a Road Bond Project in Commissioner Pct. 4.
31. Discuss, consider and take appropriate action on a Supplemental Agreement No. 2 to Agreement for Architectural and Engineering Services between Williamson County and BLGY, Inc. for civil drawing revisions required to describe add-alternates for the Williamson County North Campus Project.
32. Discuss, consider and take appropriate action on a Supplemental Agreement No.3 to Agreement for Architectural and Engineering Services between Williamson County and BLGY, Inc. for civil drawing revisions required to delete a wireless communications bay from the plans and drawings for the Williamson County North Campus Project.
33. Discuss, consider and take appropriate action regarding selection and funding of Roadway Corridor Projects.
34. Discuss, consider and take appropriate action on an Interlocal Cooperation Agreement with the City of Austin relating to the Relocation of the Anderson Mill Zone of the Forest North Neighborhood Utilities.
35. Discuss, consider and take any appropriate action regarding approval of a certification form (that no investigations will occur, based on project plan and research design) so that the Texas Historical Commission may issue an antiquities permit (archeology form) for East Williamson County Regional Water Transmission System in support of project involving county right-of-way. Action may include, but is not limited, to authorizing county engineer to sign requested certification form after review of project plan.
36. Discuss and take action to approve the District Attorney Forfeiture Fund Budget for Fiscal Year 2016-2017.
37. Discuss and take action to approve the Sheriff's Forfeiture Fund-State and Local Funds Budget for Fiscal Year 2016-2017.
38. Discuss, consider and take appropriate action on the following 2016-2017 budgets:

0390	County Wide Records Mgmt and Preservation Fund
0386	District Clerk - Records Mgmt and Preservation Fund
0350	Law Library Fund
0882	Fleet Maintenance Fund

0545	Regional Animal Shelter Fund
0507	Regional Communication System
0340	Tobacco Fund
0388	Court Records Preservation Fund
0376	Surplus Elections Contracts Fund
0374	County and District Court Technology Fund

39. Discuss, consider and acknowledge the following 2016-2017 budgets:

0355	Court Reporter Service Fund
0360	Courthouse Security Fund
0361	JP Security Fund
0372	JP Technology Fund
0370	Alternate Dispute Fund
0380	Probate Court Fund
0367	JP#3 Truancy Program
0368	JP#2 Truancy Program
0373	JP#1 Truancy Program

- 40.** Discuss, consider, and take any appropriate action designating Tuesdays of each month during FY2017 as the Regular Term or Regular Meeting day of the week of the Williamson County Commissioners Court and all other meetings or sessions of Commissioners Court being Special Terms or Special Meetings; with such meetings being held in the Williamson County Commissioners Courtroom on the second floor of Williamson County Courthouse, 710 Main Street, Georgetown, Texas (unless otherwise amended or provided by the Williamson County Commissioners Court) [Tex. Loc. Gov't Code § 81.005].
- 41.** Discuss, consider, and take appropriate action on approval of a jail use agreement by Bat Bridge Entertainment for filming in the historic county jail on Monday, September 26, 2016.
- 42.** Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreements with:
- 1) Orenda Education (Renewal for next budget year-Security/Traffic Control of Campus)
 - 2) N-Line Traffic (Traffic control for various locations in Williamson County)
 - 3) Austin White Lime (Security for plant property on McNeil Road)
 - 4) Taylor Rodeo Association (Security and Traffic control on September 23 & 24, 2016)
 - 5) City of Round Rock (Traffic control on October 8th for Outlaw Trail 100 cycling event-CR 122\CR 110, Hwy 29 @ CR 100\CR 120, and Hwy 29 @ CR 1660\CR 126)
- 43.** Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title - WIL007A County Wide Debris Removal-Amendment 1
- 44.** Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title-WIL007A County Wide Debris Removal Amendment 2.
- 45.** Discuss, consider and take any appropriate action regarding proposed purchase of radios/equipment for various county departments in the amount of \$1,857,455.12 from Motorola Solutions, Inc. under arrangement with the Houston-Galveston Area Council (acting as the agent for various local governmental entities who are end users under interlocal agreements to solicited quotations and obtain value pricing) to support various health and safety operations of Williamson County. (Note: Funding previously approved in FY 2017 budget pursuant to HGAC contract #RA05-15).

46. Discuss, consider and take appropriate action regarding the Motorola Solutions contract, including related documents, for the Williamson County Justice Center DAS (Distributed Antenna System) Expansion Project for in-building radio communications coverage for public safety. (Note: procurement made pursuant to the Houston-Galveston Area Council HGAC contract #RA05-15).
47. Discuss, consider and take appropriate action on a First Amendment to the Interlocal Agreement Between Williamson County, Texas and Bluebonnet Trails Community MHMR Center Regarding the Healthcarelink Project.
48. Discuss, consider and take appropriate action to approve an Interlocal Agreement between Bluebonnet Trails Community Services and Williamson County regarding the HealthCareLink project.
49. Discuss, consider and take appropriate action on Texas A&M AgriLife Extension IT Memorandum of Understanding.
50. Discuss, consider, and take appropriate action on an Agreement between Williamson County and Texas A&M AgriLife Extension Service.
51. Discuss, consider, and take appropriate action on exempting Destiny Software Inc. from the competitive bidding or proposal requirements established by Section 262.024 (a) (7) of the Texas Local Government Code, and designating Destiny Software Inc. as the sole source provider of AgendaQuick court agenda management software, and approving agreement between Williamson County and Destiny Software Inc.
52. Discuss, consider and take appropriate action on awarding Bid# 1607-103, Flex Base Materials to the lowest, best bidders, Industrial Asphalt and Aggregates as Primary vendor and Superior Crushed Stone as Secondary vendor.
53. Discuss, consider and take appropriate action on awarding RFP# 1608-106, Food and Drink Concessions Expo Center to the highest scoring proposer, Players Concessions.
54. Discuss, consider and take appropriate action on authorizing the renewal of ATM Services Agreement, for the same pricing, terms and conditions as the existing Contract for the Term of October 1, 2016 - September 30, 2017, with Preferred ATM Solutions, LLC.
55. Discuss, consider and take appropriate action on recognizing the Purchasing Department as the recipient of the 2016 Achievement of Excellence in Public Procurement Award by the National Procurement Institute (NPI).
56. Discuss, consider and take appropriate action on acknowledging the automatic renewal of the Services Agreement for Video Streaming Services with Swagit Productions, LLC.
57. Discuss, consider, and take appropriate action on awarding RFP # 1605-078 Armored Courier Service for Williamson County to the only proposer Dunbar Armored as recommended by the evaluation committee.
58. Discuss, consider and take appropriate action on approving the amendment to the existing Contract between Williamson County and GuideSpark for Video Services for Employee Benefits.
59. Discuss, consider and take appropriate action authorizing the County Auditor to make any line item transfers necessary to complete the 2015-2016 budget within individual funds.

- 60. Discuss, consider and take appropriate action authorizing the County Auditor to transfer sufficient monies from cash ending balance of fiscal year 2015-2016 to balance the county budget for 2016-2017.
- 61. Discuss, consider and take appropriate action on declaring an emergency and approving a budget amendment to acknowledge additional expenditures for the Animal Services Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0545-0545-002030	Animal Shelter/Emplyr Hlth Ins	\$4,200

- 62. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	\$906.00

- 63. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	\$906.00

- 64. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Park Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$183.00

- 65. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Park Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$183.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.001105	Law Enforcement Salaries	\$221,000.00

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

67. 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
68. 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.

69. 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) 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.
- y) Civil Action No. 1:16-cv-1023 LY, Brian Carrier v. Lt. McKnight, et al, In The United States District Court For The Western District Of Texas, Austin Division

70. 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).
71. Discuss the deployment or specific occasions for implementation of security personnel or devices in relation to the Williamson County Justice Center (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

72. Discuss and take appropriate action concerning economic development.
73. Discuss and take appropriate action concerning real estate.
74. 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) 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.
- y) Civil Action No. 1:16-cv-1023 LY, Brian Carrier v. Lt. McKnight, et al, In The United States District Court For The Western District Of Texas, Austin Division

75. 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.

76. 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: 09/20/2016

Line Item Transfer for 277th District Court

Submitted For: Julie Kiley

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the 277th District Court.

Background

Line item transfer needed to pay for training related expenses.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0437.003010	Computer Equip	393.24
From	0100.0437.004010	Visiting Judges	700.19
From	0100.0437.004350	Printed Materials & Binding	40.00
From	0100.0437.004999	Miscellaneous	300.00
To	0100.0437.004232	Training, Conf., Seminars	1433.43

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 09/12/2016

Reviewed By

Wendy Coco

Date

09/12/2016 09:46 AM

Started On: 09/09/2016 09:53 AM

Commissioners Court - Regular Session

6.

Meeting Date: 09/20/2016

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for County Court at Law #2.

Background

Prior to Judge Barker coming into office we had estimated dollars needed to pay a visiting Judge. Actuals came in slightly higher due to a visiting Judge being needed longer than anticipated coupled with training time needed for Judge Barker this month.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-001107	All Cty Cts/Temp Labor	\$4,361.82
To	0100-0427-004010	CCL2/Visiting Judge	\$4,361.82

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 09/12/2016

Reviewed By

Wendy Coco

Date

09/12/2016 04:44 PM

Started On: 09/12/2016 02:27 PM

Commissioners Court - Regular Session

7.

Meeting Date: 09/20/2016

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

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

Background

Two additional psych evaluation invoices were received and funds have been depleted. This transfer will cover the shortfall.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-001107	All Cty Cts/Temp Labor	\$2,800
To	0100-0425-004100	All Cty Cts/Prof Svcs	\$2,800

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 09/12/2016

Reviewed By

Wendy Coco

Date

09/12/2016 04:44 PM

Started On: 09/12/2016 02:31 PM

Commissioners Court - Regular Session

8.

Meeting Date: 09/20/2016

Line Item Transfer

Submitted For: D. Hobbs

Submitted By: Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	\$2,432.00
To	0100.0475.003006	Office Equipment	\$1,097.00
To	0100.0475.003005	Office Furniture	\$1,335.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Stephanie Lloyd

Final Approval Date: 09/13/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

09/13/2016 04:35 PM

09/13/2016 04:42 PM

Started On: 09/13/2016 11:38 AM

Commissioners Court - Regular Session

9.

Meeting Date: 09/20/2016

Line Item Transfer - Mobile Outreach Team

Submitted For: Annie Burwell**Submitted By:** Jeanne Williby, Outreach**Department:** Outreach**Agenda Category:** Consent**Information****Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Mobile Outreach Team

Background

With 2 weeks left in the fiscal year, we have a budget balance of \$600 remaining. We have incurred \$1,000 in telemedicine fees that I haven't been billed for yet and \$150 in emergency housing for a client. \$2,000 will cover those costs and allow MOT to continue to help wilco citizens in crisis through the end of the year.

Please let me know if you need additional information. I am at an off site meeting all day Thursday but will be checking my email.

Thank you,
Jeanne

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0341-003003	Radio Equipment < \$5,000	2000.00
To	0100-0341-004908	Outreach Flex Funding	2000.00

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

County Judge Exec Asst.

Budget Office

Outreach (Originator)

Form Started By: Jeanne Williby

Final Approval Date: 09/15/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Wendy Coco

Date

09/14/2016 04:04 PM

09/15/2016 09:31 AM

09/15/2016 04:02 PM

Started On: 09/14/2016 09:41 AM

Commissioners Court - Regular Session

10.

Meeting Date: 09/20/2016

Line Item Transfer

Submitted For: Ashlie Koenig

Submitted By: Jennifer Templeton, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

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

Background

When processing the Group Insurance Retirees journal entry it failed funds in the amount of \$7700, this transfer will cover the remainder FY'16 expenses within this object code.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Contingencies	7700
To	0100-0409-002070	Group Ins/Retirees	7700

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jennifer Templeton

Final Approval Date: 09/14/2016

Reviewed By

Wendy Coco

Date

09/14/2016 04:04 PM

Started On: 09/14/2016 03:26 PM

Commissioners Court - Regular Session

11.

Meeting Date: 09/20/2016

Line Item Transfer

Submitted For: Robert Chody

Submitted By: Roy Fikac, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Constable Pct. #1

Background

Original budget for Vehicle Maintenance has fallen short of required monthly expenditures for fleet vehicle maintenance and repairs. This transfer of funds is needed to cover the remainder of our budget year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0551.003002	Vehicle Equipment	\$4,400.00
To	0100.0551.004541	Vehicle Maintenance & Repairs	\$4,400.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Roy Fikac

Final Approval Date: 09/15/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

09/12/2016 09:46 AM

09/15/2016 09:33 AM

Started On: 09/09/2016 02:27 PM

Commissioners Court - Regular Session

12.

Meeting Date: 09/20/2016

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

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

Background

Due to an increasing inmate population we have exhausted our jail medical funding. This transfer should cover expenditures through 9/30/16.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$50,000
To	0100-0570-003316	Jail/Medical	\$50,000

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 09/15/2016

Reviewed By

Wendy Coco

Date

09/15/2016 08:38 AM

Started On: 09/14/2016 05:48 PM

Commissioners Court - Regular Session

13.

Meeting Date: 09/20/2016

Line Item Transfers of \$500 or less Fiscal Year 2016

Submitted For: Melanie Denny

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action acknowledging line item transfers of \$500 or less completed by the County Auditor during Fiscal Year 2016.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

FY16 LIT \$500 or Less

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 09/15/2016

Reviewed By

Wendy Coco

Date

09/15/2016 08:38 AM

Started On: 09/14/2016 03:03 PM

FY16 LIT's Equal to or Less Than \$500

<i>Dept</i>	<i>From/To</i>	<i>Line #</i>				<i>Amount</i>
County Clerk	From	01	0100	0403	003100	\$363.32
	To	01	0100	0403	003006	\$363.32
Justice of the Peace Pct 3	From	01	0100	0453	004350	\$76.30
	To	01	0100	0453	004141	\$76.30
Building Maintenance	From	01	0100	0509	005700	\$500.00
	To	01	0100	0509	001110	\$500.00
District Attorney	From	01	0100	0440	003005	\$500.00
	To	01	0100	0440	001107	\$500.00
County Treasurer	From	01	0100	0497	004350	\$43.00
	To	01	0100	0497	004410	\$43.00
	From	01	0100	0497	004350	\$485.00
	To	01	0100	0497	003100	\$485.00
Building Maintenance	From	01	0100	0509	005700	\$150.00
	To	01	0100	0509	004212	\$150.00
Magistrate Office	From	01	0100	0477	003100	\$56.00
	To	01	0100	0477	004141	\$56.00
Magistrate Office	From	01	0100	0477	004212	\$48.00
	To	01	0100	0477	003900	\$48.00
	From	01	0100	0477	003100	\$8.00
	To	01	0100	0477	003120	\$8.00
Haz-Mat	From	01	0100	0542	004850	\$0.04
	To	01	0100	0542	004500	\$0.04
Emergency Management	From	01	0100	0541	004414	\$500.00
	To	01	0100	0541	003001	\$500.00
DPS-Gtown West (NW)	From	01	0100	0564	004999	\$300.00
	From	01	0100	0564	003398	\$125.00
	To	01	0100	0564	004621	\$425.00
Adult Probation	From	01	0100	0572	004901	\$317.68

Dept	From/To	Line #				Amount
	To	01	0100	0572	004541	\$317.68
County Court at Law	From	01	0100	0425	004999	\$400.00
	To	01	0100	0425	004141	\$400.00
Unified Road Systems	From	01	0200	0210	004531	\$500.00
	To	01	0200	0210	003900	\$500.00
Emergency Management	From	01	0100	0541	003002	\$0.12
	To	01	0100	0541	004850	\$0.12
911 Communications	From	01	0100	0581	004999	\$0.18
	To	01	0100	0581	004850	\$0.18
Emergency Services Department	From	01	0100	0583	004999	\$0.48
	To	01	0100	0583	004850	\$0.48
Drug Court	From	01	0382	0382	004999	\$40.35
	To	01	0382	0382	004232	\$40.35
Juvenile Services	From	01	0100	0576	004510	\$100.00
	To	01	0100	0576	004850	\$100.00
Adult Probation	From	01	0100	0572	004510	\$500.00
	To	01	0100	0572	004541	\$500.00
Justice of the Peace Pct 4	From	01	0100	0454	004410	\$160.00
	From	01	0100	0454	004500	\$165.00
	From	01	0100	0454	004621	\$100.00
	From	01	0100	0454	003120	\$60.00
	To	01	0100	0454	004350	\$60.00
	To	01	0100	0454	003901	\$425.00
County Attorney	From	01	0100	0475	004902	\$269.00
	To	01	0100	0475	003311	\$269.00
Tax Assessor/Collector	From	01	0100	0499	003010	\$80.00
	To	01	0100	0499	003601	\$80.00
Commissioner Pct. 1	From	01	0100	0211	004212	\$200.00
	From	01	0100	0211	004350	\$200.00
	From	01	0100	0211	004999	\$100.00
	To	01	0100	0211	001107	\$500.00
County Attorney	From	01	0100	0475	004999	\$0.36

Dept	From/To	Line #				Amount
	To	01	0100	0475	004850	\$0.36
Mobile Outreach Team	From	01	0100	0341	004231	\$0.46
	To	01	0100	0341	004850	\$0.46
Building Maintenance	From	01	0100	0509	005700	\$500.00
	To	01	0100	0509	003901	\$500.00
County Court at Law 2	From	01	0100	0427	004999	\$5.79
	To	01	0100	0427	004350	\$5.79
425th District	From	01	0100	0441	004999	\$50.00
	To	01	0100	0441	003900	\$50.00
Constables Pct.3	From	01	0100	0553	004705	\$40.00
	To	01	0100	0553	004718	\$40.00
Justice of the Peace Pct 1	From	01	0100	0451	004212	\$300.00
	To	01	0100	0451	004216	\$300.00
Purchasing	From	01	0100	0494	003100	\$74.78
	To	01	0100	0494	003010	\$74.78
Commissioner Pct 4	From	01	0100	0214	003100	\$83.00
	To	01	0100	0214	004621	\$83.00
Unified Road Systems	From	01	0200	0210	004531	\$0.04
	To	01	0200	0210	004415	\$0.04
County Judge	From	01	0100	0400	003100	\$30.42
	To	01	0100	0400	003901	\$30.42
County Courts at Law	From	01	0100	0425	004999	\$100.00
	To	01	0100	0425	004933	\$100.00
Personal Bond Office	From	01	0100	0476	003100	\$249.98
	To	01	0100	0476	003005	\$249.98
Unified Road Systems	From	01	0200	0210	000777	\$500.00
	To	01	0200	0210	004231	\$500.00
Haz-Mat	From	01	0100	0542	003011	\$400.00

Dept	From/To	Line #				Amount
	To	01	0100	0542	003010	\$400.00
Justice of the Peace Pct 3	From	01	0100	0453	004999	\$204.30
	To	01	0100	0453	004621	\$204.30
Regional Animal Shelter	From	01	0545	0545	001107	\$200.00
	To	01	0545	0545	001110	\$200.00
Justice of the Peace Pct 3	From	01	0100	0453	004350	\$35.10
	To	01	0100	0453	004141	\$35.10
Justice of the Peace Pct 4	From	01	0100	0454	003120	\$400.00
	To	01	0100	0454	004231	\$400.00
Tax Assessor/Collector	From	01	0100	0499	003010	\$40.00
	To	01	0100	0499	003006	\$40.00
County Court at Law 2	From	01	0100	0427	004999	\$100.00
	To	01	0100	0427	004350	\$100.00
Emergency Medical Services	From	01	0100	0540	004541	\$200.00
	To	01	0100	0540	004415	\$200.00
368th District	From	01	0100	0438	004350	\$131.04
	To	01	0100	0438	003005	\$131.04
368th District	From	01	0100	0438	004999	\$198.94
	To	01	0100	0438	003005	\$198.94
County Court at Law 2	From	01	0100	0427	004999	\$100.00
	To	01	0100	0427	003100	\$100.00
County Auditor	From	01	0100	0495	003010	\$98.62
	To	01	0100	0495	003006	\$98.62
Justice of the Peace Pct 4	From	01	0100	0454	003120	\$300.00
	To	01	0100	0454	003901	\$200.00
	To	01	0100	0454	004002	\$100.00

Dept	From/To	Line #				Amount
Juvenile Services	From	01	0100	0576	003900	\$55.00
	To	01	0100	0576	003311	\$55.00
Infrastructure Department	From	01	0100	0215	004210	\$20.49
	From	01	0100	0215	004212	\$103.96
	To	01	0100	0215	004541	\$124.45
Constable 1	From	01	0100	0551	003003	\$180.00
	To	01	0100	0551	003010	\$180.00
Purchasing	From	01	0100	0494	003901	\$50.00
	To	01	0100	0494	003010	\$50.00
395th District	From	01	0100	0439	004999	\$200.00
	To	01	0100	0439	003100	\$200.00
Tax Assessor/Collector	From	01	0100	0499	003010	\$120.00
	To	01	0100	0499	003006	\$120.00
Veteran Services	From	01	0100	0405	004212	\$149.99
	To	01	0100	0405	003010	\$149.99
Justice of the Peace Pct 3	From	01	0100	0453	004621	\$500.00
	To	01	0100	0453	003901	\$500.00
Justice of the Peace Pct 4	From	01	0100	0454	003120	\$200.00
	To	01	0100	0454	003901	\$200.00
Constable Pct 1	From	01	0100	0551	003901	\$200.00
	To	01	0100	0551	003900	\$200.00
Unified Road Systems	From	01	0200	0210	004920	\$500.00
	To	01	0200	0210	003110	\$500.00
WC Radio Communication System (RCS)	From	01	0507	0507	004100	\$500.00
	To	01	0507	0507	001110	\$500.00
Emergency Services Department	From	01	0100	0583	003005	\$450.00
	To	01	0100	0583	003900	\$175.00
	To	01	0100	0583	004350	\$275.00

Dept	From/To	Line #				Amount
Tax Assessor/Collector	From	01	0100	0499	004216	\$100.00
	To	01	0100	0499	003601	\$100.00
911 Communications	From	01	0100	0581	003100	\$125.00
	To	01	0100	0581	004548	\$125.00
911 Communications	From	01	0100	0581	003100	\$250.00
	To	01	0100	0581	004548	\$250.00
911 Communications	From	01	0100	0581	004350	\$59.99
	To	01	0100	0581	003011	\$59.99
Elections	From	01	0100	0492	004310	\$230.94
	To	01	0100	0492	003006	\$230.94
Constables Pct 3	From	01	0100	0553	003005	\$499.00
	To	01	0100	0553	003006	\$499.00
Haz-Mat	From	01	0100	0542	004999	\$1.10
	To	01	0100	0542	004231	\$1.10
Emergency Management	From	01	0100	0541	004350	\$91.00
	To	01	0100	0541	003010	\$91.00
WC Historical Commission	From	01	0100	0636	004100	\$24.00
	To	01	0100	0636	004232	\$24.00
County Attorney	From	01	0100	0475	004902	\$225.00
	To	01	0100	0475	004505	\$225.00
Tax Assessor/Collector	From	01	0100	0499	003010	\$20.00
	To	01	0100	0499	004999	\$20.00
Unified Road Systems	From	01	0200	0210	002080	\$500.00
	To	01	0200	0210	004705	\$500.00
Constables Pct 1	From	01	0100	0551	003900	\$475.00
	To	01	0100	0551	004100	\$475.00

Dept	From/To	Line #				Amount
425th District	From	01	0100	0441	004350	\$150.00
	From	01	0100	0441	003100	\$90.00
	To	01	0100	0441	003120	\$240.00
County Attorney	From	01	0100	0475	004902	\$315.00
	To	01	0100	0475	004505	\$315.00
Human Resources	From	01	0100	0402	004310	\$400.00
	To	01	0100	0402	004705	\$400.00
Unified Road Systems	From	01	0200	0210	003100	\$500.00
	To	01	0200	0210	003110	\$500.00
Budget Office	From	01	0100	0491	004999	\$112.49
	To	01	0100	0491	003010	\$112.49
Extension Service	From	01	0100	0665	004231	\$194.65
	To	01	0100	0665	004221	\$194.65
Unified Road Systems	From	01	0200	0210	004920	\$500.00
	To	01	0200	0210	003100	\$500.00
26th District	From	01	0100	0436	003120	\$50.00
	To	01	0100	0436	003900	\$50.00
Human Resources	From	01	0100	0402	003900	\$400.00
	To	01	0100	0402	003100	\$400.00
Tax Assessor/Collector	From	01	0100	0499	004216	\$450.00
	To	01	0100	0499	003006	\$450.00
Information Systems	From	01	0100	0503	003010	\$13.23
	To	01	0100	0503	005740	\$13.23
Personal Bond Office	From	01	0100	0476	004999	\$300.00
	To	01	0100	0476	004232	\$40.00
	To	01	0100	0476	003100	\$93.00
	To	01	0100	0476	003010	\$167.00
Magistrate Office	From	01	0100	0477	004999	\$499.00
	To	01	0100	0477	003010	\$350.00
	To	01	0100	0477	003100	\$149.00
County Attorney	From	01	0100	0475	004999	\$30.04
	To	01	0100	0475	004705	\$30.04

Dept	From/To	Line #				Amount
Constables Pct 3	From	01	0100	0553	004999	\$150.00
	To	01	0100	0553	003011	\$150.00
Tax Assessor/Collector	From	01	0100	0499	003120	\$269.84
	To	01	0100	0499	003005	\$269.84
Haz-Mat	From	01	0100	0542	003110	\$500.00
	To	01	0100	0542	003900	\$500.00
Justice of the Peace Pct 2	From	01	0100	0452	003601	\$150.04
	To	01	0100	0452	003100	\$150.04
368th District	From	01	0100	0438	003010	\$340.31
	From	01	0100	0438	004999	\$94.93
	To	01	0100	0438	003005	\$435.24
Constables Pct 1	From	01	0100	0551	003010	\$400.00
	To	01	0100	0551	004621	\$400.00
County Judge	From	01	0100	0400	003010	\$55.20
	To	01	0100	0400	003011	\$55.20
Non-Departmental Haz-Mat	From	01	0100	0409	004998	\$487.00
	To	01	0100	0542	003010	\$487.00
Purchasing	From	01	0100	0494	003100	\$285.00
	To	01	0100	0494	003005	\$285.00
Public Assistance	From	01	0100	0640	004708	\$0.04
	To	01	0100	0640	004611	\$0.04
Haz-Mat	From	01	0100	0542	003011	\$500.00
	To	01	0100	0542	003010	\$500.00
Non-Departmental WC Historical Commission	From	01	0100	0409	004998	\$0.04
	To	01	0100	0636	004210	\$0.04
County Judge	From	01	0100	0400	003010	\$321.00
	To	01	0100	0400	003006	\$321.00
Haz-Mat	From	01	0100	0542	004999	\$21.00
	To	01	0100	0542	003010	\$21.00
Emergency Medical Services	From	01	0100	0540	004999	\$62.96

Dept	From/To	Line #				Amount
	To	01	0100	0540	004410	\$62.96
Purchasing	From	01	0100	0494	003005	\$285.00
	To	01	0100	0494	003006	\$285.00
Tax Assessor/Collector	From	01	0100	0499	003901	\$250.00
	To	01	0100	0499	003006	\$250.00
County Attorney	From	01	0100	0475	004932	\$110.74
	To	01	0100	0475	003311	\$110.74
Justice of the Peace Pct 2	From	01	0100	0452	003100	\$385.85
	To	01	0100	0452	003901	\$385.85
Sheriff's Office	From	01	0100	0560	003005	\$78.00
	To	01	0100	0560	003006	\$78.00
Haz-Mat	From	01	0100	0542	003011	\$500.00
	To	01	0100	0542	003901	\$500.00
Justice of the Peace Pct 2	From	01	0100	0452	003100	\$110.75
	To	01	0100	0452	004544	\$110.75
Elections	From	01	0100	0492	004100	\$120.00
	To	01	0100	0492	004410	\$120.00
Justice of the Peace Pct 2	From	01	0100	0452	003100	\$152.00
	To	01	0100	0452	004544	\$152.00
County Auditor	From	01	0100	0495	004999	\$88.36
	To	01	0100	0495	003005	\$88.36
Wireless Communication	From	01	0100	0587	004548	\$500.00
	To	01	0100	0587	001110	\$500.00
Fleet Services	From	01	0882	0882	003523	\$500.00
	To	01	0882	0882	003001	\$500.00
County Judge	From	01	0100	0400	003100	\$22.00

Dept	From/To	Line #				Amount
	To	01	0100	0400	003006	\$22.00
Infrastructure Department	From	01	0100	0215	004212	\$95.00
	To	01	0100	0215	003901	\$95.00
County Treasurer	From	01	0100	0497	003900	\$60.00
	To	01	0100	0497	004410	\$60.00
Justice of the Peace 4	From	01	0100	0454	004350	\$150.00
	From	01	0100	0454	004410	\$100.00
	From	01	0100	0454	004621	\$150.00
	To	01	0100	0454	003901	\$400.00
Constables Pct 3	From	01	0100	0553	003005	\$499.00
	To	01	0100	0553	003006	\$499.00
Law Library Fund	From	01	0350	0680	003030	\$44.56
	To	01	0350	0680	003100	\$44.56
911 Communications	From	01	0100	0581	003003	\$237.87
	To	01	0100	0581	003011	\$237.87
Information Systems	From	01	0100	0503	004500	\$54.00
	To	01	0100	0503	003105	\$54.00
County Auditor	From	01	0100	0495	003100	\$24.94
	To	01	0100	0495	003006	\$24.94
Fleet Services	From	01	0882	0882	003523	\$100.00
	To	01	0882	0882	003001	\$100.00
Wireless Communication	From	01	0100	0587	004543	\$500.00
	To	01	0100	0587	003301	\$500.00
Human Resources	From	01	0100	0402	003901	\$400.00
	To	01	0100	0402	003010	\$400.00
Comissioner Pct 3	From	01	0100	0213	003120	\$87.95
	To	01	0100	0213	004999	\$16.00
	To	01	0100	0213	004350	\$71.95
Emergency Management	From	01	0100	0541	003900	\$60.00
	To	01	0100	0541	004705	\$60.00
Justice of the Peace Pct 1	From	01	0100	0451	004350	\$358.04

Dept	From/To	Line #				Amount
	To	01	0100	0451	003901	\$358.04
Veteran Services	From	01	0100	0405	004999	\$200.00
	To	01	0100	0405	003100	\$200.00
County Auditor	From	01	0100	0495	003010	\$37.00
	To	01	0100	0495	003006	\$37.00
Fleet Services	From	01	0882	0882	002080	\$500.00
	To	01	0882	0882	004705	\$500.00
Emergency Medical Services	From	01	0100	0540	004999	\$190.00
	To	01	0100	0540	004548	\$190.00
WC Radio Communication System (RCS)	From	01	0507	0507	004999	\$0.04
	To	01	0507	0507	003900	\$0.04
County Attorney	From	01	0100	0475	003100	\$395.00
	To	01	0100	0475	004505	\$395.00
Debt Service Fund	From	01	0600	0600	006629	\$0.04
	To	01	0600	0600	006229	\$0.04
Elections	From	01	0100	0492	004310	\$490.00
	To	01	0100	0492	003011	\$490.00
Emergency Service Department	From	01	0100	0583	003005	\$450.00
	To	01	0100	0583	003006	\$450.00
Regional Animal Shelter	From	01	0545	0545	004350	\$167.00
	To	01	0545	0545	004621	\$167.00
Regional Animal Shelter	From	01	0545	0545	004510	\$450.00
	To	01	0545	0545	004541	\$450.00
Emergency Medical Services	From	01	0100	0540	004999	\$155.00
	To	01	0100	0540	004410	\$155.00
Mobile Outreach Team	From	01	0100	0341	003003	\$375.00

Dept	From/To	Line #				Amount
	To	01	0100	0341	003005	\$375.00
County Court at Law 3	From	01	0100	0428	003006	\$400.00
	To	01	0100	0428	003010	\$400.00
Public Assistance	From	01	0100	0640	004951	\$0.04
	To	01	0100	0640	004612	\$0.04
Commissioner Pct 3	From	01	0100	0213	004999	\$50.00
	To	01	0100	0213	003010	\$50.00
District Attorney	From	01	0100	0440	004350	\$500.00
	To	01	0100	0440	004212	\$500.00
WC Radio Communication System (RCS)	From	01	0507	0507	004209	\$499.00
	To	01	0507	0507	004210	\$499.00
Justice of the Peace Pct 4	From	01	0100	0454	004212	\$88.00
	To	01	0100	0454	004216	\$88.00
Justice of the Peace Pct 1	From	01	0100	0451	004999	\$294.00
	To	01	0100	0451	004544	\$294.00
County Courts at Law	From	01	0100	0425	004999	\$58.00
	To	01	0100	0425	002050	\$58.00
Elections	From	01	0100	0492	004212	\$300.00
	To	01	0100	0492	004216	\$300.00
Emergency Management	From	01	0100	0541	004212	\$232.00
	To	01	0100	0541	004216	\$232.00
Constables Pct 2	From	01	0100	0552	004999	\$25.00
	To	01	0100	0552	003006	\$25.00
Extension Service	From	01	0100	0665	003100	\$233.89
	To	01	0100	0665	003006	\$233.89
Emergency Management	From	01	0100	0541	003100	\$150.00

Dept	From/To	Line #				Amount
	To	01	0100	0541	004209	\$150.00
County Auditor	From	01	0100	0495	004621	\$120.00
	To	01	0100	0495	003011	\$120.00
Extension Service	From	01	0100	0665	003100	\$10.00
	To	01	0100	0665	003006	\$10.00
Justice of the Peace Pct 2	From	01	0100	0452	003100	\$63.87
	To	01	0100	0452	003601	\$63.87
Infrastructure Department	From	01	0100	0215	004999	\$49.00
	To	01	0100	0215	003901	\$49.00
Infrastructure Department	From	01	0100	0215	004999	\$47.00
	To	01	0100	0215	003901	\$47.00
County Court at Law	From	01	0100	0426	003100	\$50.00
	To	01	0100	0426	004410	\$50.00
368th District	From	01	0100	0438	003005	\$229.99
	To	01	0100	0438	004999	\$229.99
Fleet Services	From	01	0882	0882	003523	\$52.00
	To	01	0882	0882	004416	\$52.00
Fleet Services	From	01	0882	0882	003523	\$245.00
	To	01	0882	0882	004416	\$245.00
Human Resources	From	01	0100	0402	004999	\$300.00
	To	01	0100	0402	004705	\$300.00
Constables Pct 4	From	01	0100	0554	004999	\$0.04
	To	01	0100	0554	004415	\$0.04
Non Departmental	From	01	0100	0409	004998	\$300.00
	To	01	0100	0409	004922	\$300.00
Regional Animal Shelter	From	01	0545	0545	004510	\$300.00

Dept	From/To	Line #				Amount
	To	01	0545	0545	003301	\$300.00
Purchasing	From	01	0100	0494	003005	\$285.00
	To	01	0100	0494	003100	\$285.00
County Auditor	From	01	0100	0495	003010	\$287.06
	To	01	0100	0495	003011	\$287.06
County Auditor	From	01	0100	0495	003100	\$94.85
	To	01	0100	0495	003006	\$94.85
Commissioner Pct 1	From	01	0100	0211	003011	\$200.00
	From	01	0100	0211	003100	\$100.00
	From	01	0100	0211	004999	\$100.00
	To	01	0100	0211	003010	\$400.00
County Court at Law 3	From	01	0100	0428	004999	\$300.00
	To	01	0100	0428	003010	\$300.00
District	From	01	0100	0450	003100	\$68.00
	To	01	0100	0450	004544	\$68.00
County Auditor	From	01	0100	0495	004999	\$9.02
	To	01	0100	0495	004310	\$9.02
Mobile Outreach Team	From	01	0100	0341	004231	\$87.00
	To	01	0100	0341	003010	\$87.00
Justice of the Peace Pct 3	From	01	0100	0453	004350	\$400.00
	To	01	0100	0453	003005	\$400.00
Mobile Outreach Team	From	01	0100	0341	005700	\$242.00
	To	01	0100	0341	004209	\$242.00
Commissioner Pct 1	From	01	0100	0211	004212	\$290.00
	To	01	0100	0211	001107	\$290.00
Haz-Mat	From	01	0100	0542	005700	\$300.00
	To	01	0100	0542	003101	\$300.00

Dept	From/To	Line #				Amount
Information Systems	From	01	0100	0503	003011	\$375.00
	To	01	0100	0503	003001	\$375.00
Haz-Mat	From	01	0100	0542	005700	\$500.00
	To	01	0100	0542	004541	\$500.00
Emergency Management	From	01	0100	0541	004209	\$15.00
	To	01	0100	0541	004999	\$15.00
Purchasing	From	01	0100	0494	004410	\$0.04
	To	01	0100	0494	003901	\$0.04
Child Welfare	From	01	0100	0645	004109	\$40.00
	To	01	0100	0645	004999	\$40.00
Constables Pct. 4	From	01	0100	0554	004350	\$500.00
	To	01	0100	0554	003008	\$500.00
Infrastructure Department	From	01	0100	0215	004350	\$49.00
	To	01	0100	0215	003901	\$49.00

Dept	From/To	Line #				Amount
395th District	From	01	0100	0439	004999	\$100.00
	To	01	0100	0439	004232	\$100.00
368th District	From	01	0100	0438	004212	\$41.50
	To	01	0100	0438	003900	\$41.50
Emergency Medical Services	From	01	0100	0540	004543	\$250.00
	To	01	0100	0540	003010	\$250.00
County Court at Law 2	From	01	0100	0427	004999	\$326.30
	To	01	0100	0427	004621	\$326.30
Building Maintenance	From	01	0100	0509	005700	\$500.00
	To	01	0100	0509	003100	\$500.00
District Clerk	From	01	0100	0450	004212	\$500.00
	To	01	0100	0450	004212	\$500.00
Extension Service	From	01	0100	0665	003100	\$150.00
	To	01	0100	0665	004350	\$150.00
Non Departmental Public Assistance	From	01	0100	0409	004999	\$0.04
	To	01	0100	0640	004104	\$0.04
Debt Service Fund	From	01	0600	0600	003309	\$0.04
	To	01	0600	0600	006217	\$0.04
	From	01	0600	0600	006221	\$0.04
	To	01	0600	0600	006227	\$0.04
	To	01	0600	0600	006229	\$0.04
	From	01	0600	0600	006229	\$0.04
	From	01	0600	0600	006230	\$0.04
	To	01	0600	0600	006237	\$0.04
	To	01	0600	0600	006239	\$0.04
	To	01	0600	0600	006616	\$0.04
	From	01	0600	0600	006627	\$0.04
	To	01	0600	0600	006628	\$0.30
	From	01	0600	0600	006630	\$0.04
	From	01	0600	0600	006631	\$0.04
	From	01	0600	0600	006632	\$0.46
	From	01	0600	0600	006633	\$0.12
	To	01	0600	0600	006634	\$0.04
	From	01	0600	0600	006637	\$0.04
	From	01	0600	0600	006638	\$0.04
	From	01	0600	0600	006639	\$0.04

Dept	From/To	Line #				Amount
	To	01	0600	0600	006640	\$0.26
	To	01	0600	0600	006642	\$0.14
	To	01	0600	0600	006636	\$0.04
	From	01	0600	0600	006900	\$0.04
Tax Assessor/Collector	From	01	0100	0499	004999	\$32.31
	To	01	0100	0499	001110	\$32.31
Payroll Fund	From	01	0880	0000	207009	\$350.71
	To	01	0880	0000	101000	\$350.71
Emergency Services Department	From	01	0100	0583	003005	\$500.00
	To	01	0100	0583	003100	\$500.00
Magistrate Office	From	01	0100	0477	003010	\$189.59
	To	01	0100	0477	003100	\$189.59
Personal Bond Office	From	01	0100	0476	003010	\$288.70
	To	01	0100	0476	003100	\$288.70
	From	01	0100	0476	004350	\$128.06
	To	01	0100	0476	003100	\$128.06
Unified Road Systems	From	01	0200	0210	004620	\$500.00
	To	01	0200	0210	003120	\$500.00
Justice of the Peace Pct 4	From	01	0100	0454	003120	\$96.21
	From	01	0100	0454	004410	\$66.04
	From	01	0100	0454	004500	\$138.42
	From	01	0100	0454	004621	\$150.00
	To	01	0100	0454	003901	\$450.67
Emergency Medical Services	From	01	0100	0540	004219	\$300.00
	To	01	0100	0540	003318	\$300.00
Non-Departmental	From	01	0100	0409	004100	\$139.58
	From	01	0100	0409	004999	\$41.16
	To	01	0100	0409	004232	\$180.74
Constables Pct. 2	From	01	0100	0552	004999	\$0.01
	To	01	0100	0552	001114	\$0.01
County Courts at Law	From	01	0100	0425	004125	\$450.00
	To	01	0100	0425	004100	\$450.00
Regional Animal Shelter	From	01	0545	0545	001107	\$200.00
	To	01	0545	0545	001110	\$200.00

Dept	From/To	Line #				Amount
Corrections (Jail)	From	01	0100	0570	004999	\$93.32
	To	01	0100	0570	003318	\$93.32
Non-Departmental Public Assistance	From	01	0100	0409	004100	\$0.04
	To	01	0100	0640	004963	\$0.04
Unified Road Systems	From	01	0200	0210	004620	\$500.00
	To	01	0200	0210	004705	\$500.00
Emergency Management	From	01	0100	0541	003900	\$345.00
	To	01	0100	0541	004541	\$345.00
Veteran Services	From	01	0100	0405	003901	\$20.00
	To	01	0100	0405	003900	\$20.00
District Courts	From	01	0100	0435	004999	\$50.00
	To	01	0100	0435	003100	\$50.00
Constables Pct. 1	From	01	0100	0551	003005	\$150.00
	To	01	0100	0551	004410	\$150.00
Justice of the Peace Pct. 3	From	01	0100	0453	003100	\$300.00
	To	01	0100	0453	004231	\$300.00
Justice of the Peace Pct. 2	From	01	0100	0452	003100	\$448.50
	To	01	0100	0452	003901	\$448.50
Tax Assessor/Collector	From	01	0100	0499	003006	\$500.00
	To	01	0100	0499	003005	\$500.00
Sheriff's Office	From	01	0100	0560	003010	\$35.00
	To	01	0100	0560	005740	\$35.00
Tax Assessor/Collector	From	01	0100	0499	003006	\$500.00
	To	01	0100	0499	003100	\$500.00
County Auditor	From	01	0100	0495	004999	\$7.62
	To	01	0100	0495	004212	\$7.62
Regional Animal Shelter	From	01	0545	0545	003804	\$16.39
	To	01	0545	0545	004211	\$16.39
Juvenile Services	From	01	0100	0576	003307	\$500.00
	To	01	0100	0576	003101	\$500.00

Dept	From/To	Line #				Amount
Non Departmental	From	01	0100	0409	004100	\$396.13
	To	01	0100	0409	004932	\$396.13
Records Mgmt Preserv. Districk Clerk	From	01	0386	0386	001107	\$92.00
	To	01	0386	0386	004550	\$92.00
Building Maintenance	From	01	0100	0509	004505	\$477.33
	To	01	0100	0509	004541	\$477.33
Haz-Mat	From	01	0100	0542	005700	\$500.00
	To	01	0100	0542	004541	\$500.00
Juvenile Services	From	01	0100	0576	003307	\$500.00
	To	01	0100	0576	004541	\$500.00
Adult Probation	From	01	0100	0572	004901	\$385.00
	To	01	0100	0572	004541	\$385.00
WC Radio Communication System (RCS)	From	01	0507	0507	004999	\$500.00
	To	01	0507	0507	005700	\$500.00
County Auditor	From	01	0100	0495	003010	\$23.50
	To	01	0100	0495	004212	\$23.50
277th District	From	01	0100	0437	004350	\$150.00
	To	01	0100	0437	003100	\$150.00
	From	01	0100	0437	003900	\$20.00
	To	01	0100	0437	004212	\$20.00
Emergency Services Department	From	01	0100	0583	004541	\$300.00
	To	01	0100	0583	004999	\$300.00
Unified Road Systems	From	01	0200	0210	004620	\$500.00
	To	01	0200	0210	003005	\$500.00
Justice of the Peace Pct 3	From	01	0100	0453	004350	\$250.00
	To	01	0100	0453	003901	\$250.00
County Courts at Law	From	01	0100	0425	004933	\$350.00
	To	01	0100	0425	004141	\$350.00

Dept

From/To

Line #

Amount

Dept

From/To

Line #

Amount

Commissioners Court - Regular Session

14.

Meeting Date: 09/20/2016

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, (1) 2010 Black/White Ford Crown Vic., (2) 2000 White 4700 Internationals,(1) 2002 White 2500 Chevy, (1) Fax Machine, (6) Printers, (1) Scanner, (1) Typewriter, (1) Air Card, (10) Phone Kits, (1) Surge Protector, (3) Desktops, (1) Keyboard, (see attached lists) pursuant to Tx. Local Gov't Code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Asset Transfer

Asset Transfer 1

Asset Transfer 2

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 09/12/2016

Reviewed By

Wendy Coco

Date

09/12/2016 09:46 AM

Started On: 09/12/2016 09:23 AM



Williamson County Vehicle Status Change Form

341116 4143PM

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

1) Identify Vehicle:
 2FABP7BVXAX124324 _____ 560 _____ SA1006 _____
 Vehicle Identification Number Department Door Number
 1104087 2010 FORD CROWN VIC BLK/WHT
 License Plate Number Year Make Model Color

2) Reason for Status Change: **RECEIVED**
 Accident
Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report
 2. The Official Accident Report
 3. A Vehicle Insurance / Litigation Form
AUG 23 2016
 High Mileage: List actual mileage 129,620 **AUDITOR'S OFFICE**
 Not mechanically sound **WILLIAMSON COUNTY, TEXAS**
 Other: Explain _____

3) Elected Official/Department Head/Authorized Staff
 Print Name L.C. 'Tony' Marshall Signature [Signature] Date 8-1-16

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

1) Method of Status Change: This vehicle is to be considered for: (Select one)
 SALE at the earliest auction
 TRANSFER between county departments
 SALVAGE for parts
 TRADE-IN for new assets of same general type for the county
 SALE to a government entity / civil or charitable organization in the county at fair market value
 Other: _____

Print Name R. Rodgers Signature [Signature] Date 8-1-16

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

All applicable accident paperwork has been received and there is no litigation pending on this unit. It has been cleared for retirement.
 HR Release Authorization: [Signature]

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

Transfer has been reviewed and approved:
 Signature: _____

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



Williamson County Vehicle Status Change Form

17 AUG 16 4:13 PM

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

1) Identify Vehicle:

1HTSCABR1YH328089

210

UDT0017

Vehicle Identification Number

Department

Door Number

1091092

2000

INTERNATIONAL

4700

WHITE

License Plate Number

Year

Make

Model

Color

2) Reason for Status Change:

Accident

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

2. The Official Accident Report

3. A Vehicle Insurance / Litigation Form

RECEIVED

AUG 23 2016

High Mileage: List actual mileage 156747

Not mechanically sound

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Other: Explain

Has reached life expectancy

3) Elected Official/Department Head/Authorized Staff

Print Name Terron Evertson

Signature

Date 8/15/16

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

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

SALE at the earliest auction

TRANSFER between county departments

SALVAGE for parts

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

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

Other

Print Name

R. Roobers

Signature

Date

8-15-16

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

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

HR Release Authorization:

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

Transfer has been reviewed and approved:

Signature:

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



Williamson County Vehicle Status Change Form

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

1) Identify Vehicle:

1HTSCABRXYH328091

210

UDT0019

Vehicle Identification Number

Department

Door Number

1091094

2000

INTERNATIONAL

4700

WHITE

License Plate Number

Year

Make

Model

Color

2) Reason for Status Change:

Accident

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

2. The Official Accident Report

3. A Vehicle Insurance / Litigation Form

High Mileage: List actual mileage 178851

Not mechanically sound

Other: Explain

Has reached life expectancy

RECEIVED

AUG 23 2016 4:19 PM

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

3) Elected Official/Department Head/Authorized Staff

Print Name Terron Evertson

Signature

Date 8/15/16

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

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

SALE at the earliest auction

TRANSFER between county departments

SALVAGE for parts

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

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

Other

Print Name R Rogers

Signature

Date 8-15-16

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

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

HR Release Authorization:

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

Transfer has been reviewed and approved:

Signature:

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



Williamson County Vehicle Status Change Form

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

1) Identify Vehicle:

1GBGC24U52Z254398

210

UB0214

Vehicle Identification Number

Department

Door Number

1104129

2002

CHEVROLET

2500

WHITE

License Plate Number

Year

Make

Model

Color

2) Reason for Status Change:

Accident

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

2. The Official Accident Report

3. A Vehicle Insurance / Litigation Form

High Mileage: List actual mileage 163509

Not mechanically sound

Other: Explain

RECEIVED AUG 16 4:19 PM

AUG 23 2016

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

3) Elected Official/Department Head/Authorized Staff

Print Name Terron Evertson

Signature

Date 8/15/16

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

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

SALE at the earliest auction

TRANSFER between county departments

SALVAGE for parts

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

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

Other

Print Name R. Rodgers

Signature

Date 8-15-16

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

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

HR Release Authorization:

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

Transfer has been reviewed and approved:

Signature:

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

Williamson County Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Brothers Intellifax 2920 Fax Machine	Brothers, SN# U61326G7J208655		Working

Parties involved:

FROM (Transferor Department): Pct. 2 Constables Office

Transferor - Elected Official/Department Head/ Authorized Staff:

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

RECEIVED

SEP 2 2016

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

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

Contact Person:

Rick Coffman, Constable

Sgt Kevin Thomas

Print Name

Print Name

Signature

August 31, 2016 +1 (512) 260-4270
Date Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	2006 HP Deskjet 6540	MY6205Q1K5		Working

Parties involved:

FROM (Transferor Department): Pct 2 Constables Office

Transferor - Elected Official/Department Head/Authorized Staff:

Print Name _____ Signature _____

Contact Person:

Print Name _____ Date _____

Phone Number _____

RECEIVED

SEP - 2 2016

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

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

Rick Coffman, Constable
Print Name _____ Signature _____

Date August 31, 2016

Contact Person:

Sgt Kevin Thomas
Print Name _____

+1 (512) 260-4270
Phone Number _____

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

Forward to County Auditor's Office

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

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

Williamson County Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP Scanjet G3010 Scanner	CN81EA51KJ		Working

Parties involved:

FROM (Transferor Department): Pct. 2 Constables Office

Transferor - Elected Official/Department Head/Authorized Staff:

Print Name _____ Signature _____ Date _____

Contact Person:

Print Name _____ Phone Number _____

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SEP - 2 2016

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

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

Rick Coffman, Constable
Print Name _____ Signature _____ Date August 31, 2016

Contact Person:

Sgt Kevin Thomas
Print Name _____ Phone Number +1 (512) 260-4270

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	2007 HP Deskjet 6980 Printer	MY72N116GX		Working

Parties involved:

FROM (Transferor Department): Pct. 2 Constables Office

Transferor - Elected Official/Department Head/Authorized Staff:

Print Name _____ Signature _____ Date _____

Contact Person:

Print Name _____ Phone Number _____

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SEP - 2 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Rick Coffman, Constable
Print Name _____ Signature _____ Date August 31, 2016

Contact Person:

Sgt Kevin Thomas
Print Name _____ Phone Number +1 (512) 260-4270

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| <input checked="" type="radio"/> SALE at the earliest auction * | <input type="radio"/> DESTRUCTION due to Public Health / Safety |
| <input type="radio"/> TRADE-IN for new assets of similar type for the county | <input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value |

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell 3130cn Printer	Dell, Service Tag # 904VYRI		Non-Working

Parties involved:

FROM (Transferor Department): Pct 2 Constables Office

Transferor - Elected Official/Department Head/ Authorized Staff:

Contact Person:

RECEIVED

Print Name

Print Name

SEP - 2 2016

Signature

Date Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

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

Contact Person:

Rick Coffman, Constable

Sgt Kevin Thomas

Print Name

Print Name

Signature

August 31, 2016 +1 (512) 260-4270
Date Phone Number

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Williamson County

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| <input type="radio"/> TRANSFER bet ween county departments
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<input type="radio"/> DESTRUCTION due to Public Health / Safety
<input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value |
|---|---|

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP Laserjet 4250TN Printer	Serial # CNRXH64435		Non-Working <input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

Parties involved:

FROM (Transferor Department): Pct. 2 Constables Office

Transferor - Elected Official/Department Head/ Authorized Staff:

Rick Coffman, Constable
 Print Name

Signature

Contact Person:

Sgt. Kevin Thomas
 Print Name

260-4270
 Date Phone Number

RECEIVED

SEP - 2 2016

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Transferee - Elected Official/Department Head/

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

Print Name

Signature

Contact Person:

Print Name

Date Phone Number

AUDITOR'S OFFICE
 WILLIAMSON COUNTY, TEXAS

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|---|---|
| <input type="radio"/> TRANSFER bet ween county departments
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DESTRUCTION due to Public Health / Safety
<input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value |
|---|---|

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP Laserjet P3005DN Printer	Serial # CNJ2R22220	100507	Non-Working ▼
				▼
				▼
				▼
				▼

Parties involved:

FROM (Transferor Department): Pat 2 Constables Office

Transferor - Elected Official/Department Head/ Authorized Staff:

Rick Coffman, Constable
 Print Name

Signature

Contact Person:

Sgt. Kevin Thomas
 Print Name

260-4270
 Date Phone Number

RECEIVED

SEP - 2 2016

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

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

Print Name

Signature

Contact Person:

Print Name

Date Phone Number

AUDITOR'S OFFICE
 WILLIAMSON COUNTY, TEXAS

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Williamson County Asset Status Change Form

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- | | |
|---|---|
| <input type="radio"/> TRANSFER bet ween county departments
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<input type="radio"/> DESTRUCTION due to Public Health / Safety
<input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value |
|---|---|

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	BROTHER ML300 TYPEWRITER	H5P248019		WORKING

Parties involved:

FROM (Transferor Department): CONSTABLE, PRECINCT ONE

Transferor - Elected Official/Department Head/ Authorized Staff:

Roy Fikac
 Print Name

[Signature]
 Signature

Contact Person:

Sam
 Print Name

8.24.16 *(512) 244-8456*
 Date Phone Number

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

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

Print Name

Signature

Contact Person:

Print Name

Date Phone Number

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AUG 24 2016

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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---	---

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	SPRINT AIR CARD - U301	3B1A5A09		Working
				Working
				Working
				Working
				Working

Parties involved:

FROM (Transferor Department): WCEC - 581

Transferor - Elected Official/Department Head/ Authorized Staff:

MICHAEL WRIGHT	Contact Person: AUBURY HOLMES
Print Name	Print Name
	+1 (512) 864-8234
Signature	Date Phone Number
August 29, 2016	

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

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

	Contact Person:
Print Name	Print Name
Signature	Date Phone Number

RECEIVED

AUG 31 2016

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Williamson County

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|---|---|

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	SANYO SCP-7000 PHONE KIT	A00000059FC03C		Working
1	SANYO SCP-7000 PHONE KIT	A00000059FBFC2		Working
1	SANYO SCP-7000 PHONE KIT	A00000059C8D3D		Working
1	SANYO SCP-7000 PHONE KIT	A00000059FBFBF		Working
1	SANYO SCP-7000 PHONE KIT	A00000059FC040		Working

Parties involved:

FROM (Transferor Department): WCEC - 581

Transferor - Elected Official/Department Head/Authorized Staff:

MICHAEL WRIGHT

Print Name

Signature

August 29, 2016

Date

Contact Person:

AUBURY HOLMES

Print Name

+1 (512) 864-8234

Phone Number

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

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

Print Name

Signature

Contact Person:

Print Name

Date

Phone Number

RECEIVED

AUG 31 2016

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	SANYO SCP-7000 PHONE KIT	A00000059FBFC3		Working
1	SANYO SCP-7000 PHONE KIT	A00000059FBFC0		Working
1	SANYO SCP-7000 PHONE KIT	A00000059FC03E		Working
1	SANYO SCP-7000 PHONE KIT	A00000059FC03D		Working
1	SANYO SCP-7000 PHONE KIT	A00000059FC03F		Working

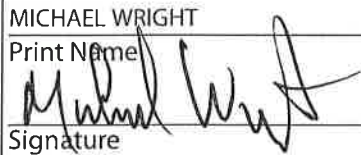
Parties involved:

FROM (Transferor Department): WCEC - 581

Transferor - Elected Official/Department Head/Authorized Staff:

MICHAEL WRIGHT

Print Name



Signature

August 29, 2016

Date

Contact Person:

AUBURY HOLMES

Print Name

+1 (512) 864-8234

Phone Number

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

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

Contact Person:

RECEIVED

Print Name

Print Name

AUG 31 2016

Signature

Date

Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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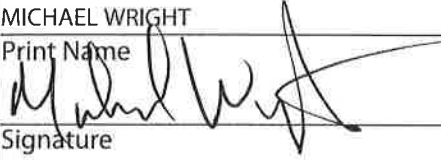
Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	APS - SMART UPS 1500	ASQ602210522		Non-Working
				Working
				Working
				Working
				Working

Parties involved:

FROM (Transferor Department): WCEC - 581

Transferor - Elected Official/Department Head/ Authorized Staff:

MICHAEL WRIGHT
 Print Name 
 Signature August 29, 2016
 Date

Contact Person:

AUBURY HOLMES
 Print Name +1 (512) 864-8234
 Phone Number

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

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

Print Name Print Name

Signature Date Phone Number

RECEIVED

AUG 31 2016

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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---	---

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL OPTIPLEX 740 COMPUTER	FN2MLH1	C02096	Working
1	DELL OPTIPLEX 740 COMPUTER	6DGD1L1	C02569	Working
1	DELL OPTIPLEX 740 COMPUTER	8FGD1L1	C02559	Working
1	DELL OPTIPLEX 740 COMPUTER W/KEYBOARD	2FGD1L1	C02573	Working

Parties involved:

FROM (Transferor Department): TAX ASSESSOR/COLLECTOR

Transferor - Elected Official/Department Head/ Authorized Staff:

LARRY GADDES

Print Name



Signature

September 2, 2016

Date

Contact Person:

JUDY KOCIAN

Print Name

+1 (512) 943-1954

Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

RECEIVED

SEP - 2 2016

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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---	---

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	January 28, 2008 HP Laserjet 4250n 4250/4350	CNRXY37409		Working

Parties involved:

FROM (Transferor Department): County Court One

Transferor - Elected Official/Department Head/ Authorized Staff:

Suzanne Brooks

Print Name

Signature _____ Date September 1, 2016

Contact Person:

Terry Barrick

Print Name

+1 (512) 943-1201
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.)

Suzanne Brooks

Print Name

Signature *S Brooks* Date 9/1/16

Contact Person:

Print Name

Phone Number

RECEIVED

SEP - 5 2016

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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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

15.

Meeting Date: 09/20/2016

Waive penalty and interest to customers as requested by the Tax Assessor Collector

Submitted For: Deborah Hunt

Submitted By: Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector's Office.

Background

In accordance with Section 33.011 of the Texas Property Tax Code, "The Governing Body of the taxing unit shall waiver penalties and may provide for the waiver of interest if interest on a delinquent tax is an act or omission of any officer, employee or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid within 21 days after the taxpayer knows or should know of delinquency."

Fiscal Impact

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

Attachments

Penalty and Interest

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 09/12/2016

Reviewed By

Wendy Coco

Date

09/12/2016 09:46 AM

Started On: 09/09/2016 03:20 PM

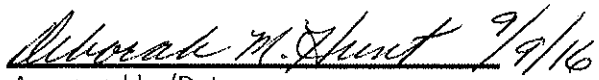
Williamson County Tax Office
Tax Assessor/Collector
Deborh M Hunt, CTA

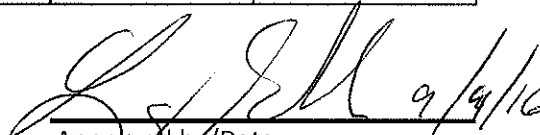
Waiver Requests for 2015 Penalty & Interest

September 8, 2016

In accordance with Section 33.011 of the Texas Property Tax Code, "The Governing Body of a taxing unit shall waiver penalties and may provide for the waiver of interest if interest on a delinquent tax is an act or omission of an officer, employee or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in taxpayer's failure to pay the tax before delinquency and if the tax is paid within 21 days after the taxpayers knows or should know of delinquency."

Property ID#	Name	P&I Amount	Relevant Code	Reason
R014369	Ash Mathradas Investments, LLC	692.56	33.011(a)(1)	WCAD Clerical Error
R022016	Ash Mathradas Investments, LLC	777.53	33.011(a)(1)	WCAD Clerical Error
R437556	Ash Mathradas Investments, LLC	738.37	33.011(a)(1)	WCAD Clerical Error
R016236	Taylor Storage and Parking, LLC	465.86	33.011	WCAD Clerical Error


Approved by/Date 9/9/16


Approved by/Date 9/9/16

Commissioners Court - Regular Session

16.

Meeting Date: 09/20/2016

Justice of the Peace 4 AUGUST 2016 Monthly Report

Submitted By: Veronica Bolander, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

JP4 EOM AUG 2016

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 09/15/2016

Reviewed By

Wendy Coco

Date

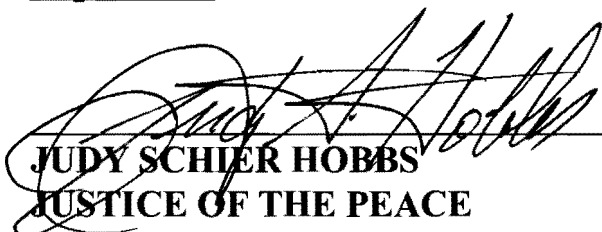
09/15/2016 10:14 AM

Started On: 09/15/2016 10:05 AM

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

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

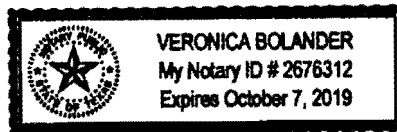
Before me, the undersigned authority, on this day personally appeared Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of August, 2016.



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



9th day of September, 2016 to certify which witness my hand and seal of office.





NOTARY PUBLIC in and for the State of Texas

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

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 08/01/2016-08/31/2016

Date Printed: 9/9/2016
Time Printed: 2:51:15PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	6	50.00	50.00	0.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
COPIES	COPIES	4	21.00	21.00	5.25	0.00	0.00	0.00	15.75	0.00	0.00	0.00	0100-0000-341804
DCERT	DEATH CERTIFICATE COPIES	5	58.95	58.95	0.00	21.00	0.00	0.00	37.95	0.00	0.00	0.00	0100-0000-341804
EVICTON	EVICTON FILING FEE	50	1,250.00	1,250.00	175.00	600.00	0.00	0.00	475.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	128	732.00	732.00	60.00	522.00	0.00	0.00	150.00	0.00	0.00	0.00	0399-0000-208822
SERVE 2	CONSTABLE PRECINCT 2 SEF	1	70.00	70.00	0.00	0.00	0.00	0.00	70.00	0.00	0.00	0.00	0100-0000-341902
SERVE 4	CONSTABLE PRECINCT 4 SEF	76	5,040.00	5,040.00	560.00	2,380.00	0.00	0.00	2,100.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	11	175.00	175.00	25.00	100.00	0.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341804
WRIT EXEC	WRIT OF EXECUTION	1	5.00	5.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	10	50.00	50.00	10.00	30.00	0.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	11	1,650.00	1,650.00	300.00	1,050.00	0.00	0.00	300.00	0.00	0.00	0.00	0100-0000-341904

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AUTOPSY	COPIES OF AUTOPSIES	11	24.05	24.05	15.00	5.00	0.00	0.00	4.05	0.00	0.00	0.00	0100-0000-341804
CERTCOPIE	CERTIFIED COPIES	12	24.00	24.00	6.00	0.00	0.00	0.00	18.00	0.00	0.00	0.00	0100-0000-341804
DCOPIES	DEATH CERTIFICATE COI	4	80.00	80.00	0.00	36.00	0.00	0.00	44.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	59	1,475.00	1,475.00	0.00	1,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
EF	E-FILING STATE FEE	128	1,220.00	1,220.00	100.00	870.00	0.00	0.00	250.00	0.00	0.00	0.00	01-0399-0000-20802
JURY FEE	JURY TRIAL FEE	1	22.00	22.00	22.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
OCC LICENSE	OCCUPATIONAL LICENSE	8	150.00	150.00	50.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0100.0000.341804
OVER	OVER PAYMENT OF FINE	1	45.00	45.00	0.00	45.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-209700
TCF	TRUANT CONDUCT FEE	4	100.00	100.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0369-0000-34191

TOTALS SUMMARY		531	12,242.00	12,242.00	1,428.25	7,189.00	0.00	0.00	3,624.75	\$0.00	0.00	0.00	
Direct Deposit	\$0.00								HB2398		\$0.00		
Cash	\$1,428.25								CSR Credit		\$0.00		
Checks	\$7,189.00								Jail Credit		\$0.00		Post for Refund \$0.00
Money Orders	\$0.00								Non-Monetary		\$0.00		Over Payments \$0.00
Credit Cards :	\$3,624.75				Escrow Payments	\$0.00	Transaction Fee	\$0.00					
TOTAL CURRENCY	\$12,242.00				ESCROW PAID	\$0.00	TRAN. FEES	\$0.00	TOTAL	\$0.00	TOTAL PAID	\$0.00	

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

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 08/01/2016-08/31/2016

Date Printed: 9/9/2016
Time Printed: 2:51:15PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-209700		45.00	0.00	0.00	0.00	0.00	45.00
0100-0000-341804		1,105.25	654.75	0.00	0.00	0.00	1,760.00
0100-0000-341902		0.00	70.00	0.00	0.00	0.00	70.00
0100-0000-341904		4,290.00	2,400.00	0.00	0.00	0.00	6,690.00
0100.0000.341804		1,525.00	100.00	0.00	0.00	0.00	1,625.00
0399-0000-208822		582.00	150.00	0.00	0.00	0.00	732.00
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	970.00	250.00	0.00	0.00	0.00	1,220.00
01-0369-0000-341917	TRUANT CONDUCT FEE	100.00	0.00	0.00	0.00	0.00	100.00
TOTALS :		8,617.25	3,624.75	0.00	0.00	0.00	12,242.00

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

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 08/01/2016-08/31/2016

Date Printed: 9/8/2016
Time Printed: 5:59:23PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFCAF	COUNTY ARREST FEE	119	515.62	515.62	135.77	0.00	79.44	0.00	300.41	0.00	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	102	445.81	445.81	58.55	0.00	48.90	0.00	338.36	0.00	0.00	0.00	0399-0000-208400
AFPWA	PARKS & WILDLIFE ARREST	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0399-0000-208400
DIS	DISMISSAL FEE	11	110.00	110.00	10.00	0.00	40.00	0.00	60.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	41	3,593.02	3,593.02	71.66	184.50	646.29	0.00	2,690.57	0.00	0.00	0.00	01.0100.0000.20701
DSC	DEFENSIVE DRIVING	37	366.30	366.30	108.90	0.00	148.50	0.00	108.90	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	424	40,116.43	39,616.43	5,883.44	0.00	4,646.74	0.00	29,086.25	500.00	0.00	0.00	0100-0000-351304
PWF	PARKS AND WILDLIFE FINE	1	85.00	85.00	0.00	0.00	0.00	0.00	85.00	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	154	407.15	407.15	78.52	0.00	61.14	0.00	267.49	0.00	0.00	0.00	0100-0000-341804

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC4.	CONTABLE ARREST FEE	3	12.40	12.40	0.00	0.00	0.00	0.00	12.40	0.00	0.00	0.00	0100-0000-341914
AFHPD	HUTTO POLICE DEPARTM	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
C3W.	CONSTABLE 3 WARRANT	1	21.00	21.00	0.00	0.00	0.00	0.00	21.00	0.00	0.00	0.00	0100-0000-341913
C4W.	CONSTABLE 4 WARRANT	34	1,091.85	1,091.85	50.00	100.00	102.04	0.00	839.81	0.00	0.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT C	313	10,008.86	10,008.86	1,739.47	80.00	1,240.88	0.00	6,948.51	0.00	0.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	312	750.63	750.63	130.36	6.00	93.07	0.00	521.20	0.00	0.00	0.00	0360-0000-341150
CHS2A	COURTHOUSE SECURITY	311	249.63	249.63	43.45	2.00	31.02	0.00	173.16	0.00	0.00	0.00	0361-0000-341154
COM	COMMITMENT	18	34.45	34.45	3.26	0.00	10.00	0.00	21.19	0.00	0.00	0.00	0100-0000-341804
COPIES	COPIES	1	1.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
CWF	WILLIAMSON COUNTY W	5	103.85	103.85	4.20	0.00	0.00	0.00	99.65	0.00	0.00	0.00	0100-0000-341804
HWF	HUTTO POLICE DEPARTM	4	109.58	109.58	0.00	0.00	100.00	0.00	9.58	0.00	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	310	497.29	497.29	86.90	4.00	62.04	0.00	344.35	0.00	0.00	0.00	0399.0000.208703
JCM	JUVENILE CASE MANAGI	304	1,237.35	1,237.35	216.85	10.00	155.09	0.00	855.41	0.00	0.00	0.00	0103690000370000
JCTF	JUSTICE COURT TECHNO	312	1,000.84	1,000.84	173.82	8.00	124.08	0.00	694.94	0.00	0.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	311	998.60	998.60	173.82	8.00	124.08	0.00	692.70	0.00	0.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	311	1,495.85	1,495.85	260.71	12.00	186.11	0.00	1,037.03	0.00	0.00	0.00	0399-0000-208352
MISC REV	MISCELLANIOUS REVENI	2	2.46	2.46	0.00	0.00	2.06	0.00	0.40	0.00	0.00	0.00	0100-0000-370500
MV	STATE CIVIL JUSTICE DA	156	14.11	14.11	2.92	0.00	2.04	0.00	9.15	0.00	0.00	0.00	0399-0000-208415
OGW	OVER GROSS WEIGHT	5	824.00	824.00	0.00	602.00	0.00	0.00	222.00	0.00	0.00	0.00	0399-0000-208850
OVER	OVER PAYMENT OF FINE	1	500.00	500.00	0.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-209700
REL	RELEASE	18	34.45	34.45	3.26	0.00	10.00	0.00	21.19	0.00	0.00	0.00	0100-0000-341804
RRWF	ROUND ROCK POLICE DE	2	30.50	30.50	0.00	0.00	0.00	0.00	30.50	0.00	0.00	0.00	0100-0000-341804
SPF	SPECIAL PROCESSING FE	11	2,400.00	2,400.00	0.00	0.00	50.00	0.00	2,350.00	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	154	4,071.48	4,071.48	785.22	0.00	611.40	0.00	2,674.86	0.00	0.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	37	165.00	165.00	0.00	0.00	16.30	0.00	148.70	0.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	67	213.01	213.01	20.59	0.00	16.08	0.00	176.34	0.00	0.00	0.00	0100-0000-341914
SWF	STATE WARRANT FEE	1	15.76	15.76	15.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208400
TP	TIME PAYMENT	107	1,743.68	1,743.68	223.50	0.00	259.02	0.00	1,261.16	0.00	0.00	0.00	0399-0000-208860
TPDF	TRUANCY PREVENTION ,	222	390.88	390.88	79.56	0.00	50.08	0.00	261.24	0.00	0.00	0.00	01-0399-0000-20803
TWF	TAYLOR POLICE DEPART	2	16.60	16.60	16.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
TWFIN	TOLLWAY ADMINISTRAT	75	4,719.41	4,719.41	432.40	102.25	527.78	0.00	3,656.98	0.00	0.00	0.00	0100-0000-207027

TOTALS SUMMARY	4301	78,403.85	77,903.85	10,810.49	1,618.75	9,444.18	0.00	56,030.43	\$500.00	0.00	0.00
Direct Deposit		\$0.00						HB2398		\$0.00	
Cash		\$10,810.49						CSR Credit		\$0.00	
Checks		\$1,618.75						Jail Credit		\$500.00	Post for Refund \$0.00
Money Orders		\$9,444.18						Non-Monetary		\$0.00	Over Payments \$0.00
Credit Cards :		\$56,030.43	Escrow Payments	\$0.00	Transaction Fee	\$0.00					
TOTAL CURRENCY		\$77,903.85	ESCROW PAID	\$0.00	TRAN. FEES	\$0.00	TOTAL		\$500.00	TOTAL PAID	\$0.00

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

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 08/01/2016-08/31/2016

Date Printed: 9/8/2016
Time Printed: 5:59:23PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-209600		0.00	85.00	0.00	0.00	0.00	85.00
0100-0000-209700		500.00	0.00	0.00	0.00	0.00	500.00
0100-0000-341804		860.59	3,273.91	0.00	0.00	0.00	4,134.50
0100-0000-341913		0.00	21.00	0.00	0.00	0.00	21.00
0100-0000-341914		305.01	1,177.25	0.00	0.00	0.00	1,482.26
0100-0000-351304		10,530.18	29,086.25	500.00	0.00	0.00	40,116.43
0100-0000-370500		2.06	0.40	0.00	0.00	0.00	2.46
0360-0000-341150		229.43	521.20	0.00	0.00	0.00	750.63
0361-0000-341154		76.47	173.16	0.00	0.00	0.00	249.63
0372-0000-341144		305.90	694.94	0.00	0.00	0.00	1,000.84
0399-0000-208160		3,060.35	6,948.51	0.00	0.00	0.00	10,008.86
0399-0000-208235		305.90	692.70	0.00	0.00	0.00	998.60
0399-0000-208352		458.82	1,037.03	0.00	0.00	0.00	1,495.85
0399-0000-208400		123.21	343.36	0.00	0.00	0.00	466.57
0399-0000-208425		1,396.62	2,674.86	0.00	0.00	0.00	4,071.48
0399-0000-208850		602.00	222.00	0.00	0.00	0.00	824.00
0399-0000-208860		482.52	1,261.16	0.00	0.00	0.00	1,743.68
0399.0000.208703		152.94	344.35	0.00	0.00	0.00	497.29
0399-0000-208415		4.96	9.15	0.00	0.00	0.00	14.11
0100-0000-207027		1,062.43	3,656.98	0.00	0.00	0.00	4,719.41
01.0100.0000.207017	DLQ FEE	902.45	2,690.57	0.00	0.00	0.00	3,593.02
0103690000370000	JUVENILE CASE MANAGER FUND	381.94	855.41	0.00	0.00	0.00	1,237.35
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	129.64	261.24	0.00	0.00	0.00	390.88
TOTALS :		21,873.42	56,030.43	500.00	0.00	0.00	78,403.85

Commissioners Court - Regular Session

17.

Meeting Date: 09/20/2016

Property Tax Collections – August 2016

Submitted For: Deborah Hunt

Submitted By: Sandra Surratt, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[080116-083116 GWI-RFM](#)

[080116-083116 GWI-RFM Graph](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sandra Surratt

Final Approval Date: 09/15/2016

Reviewed By

Wendy Coco

Date

09/15/2016 11:46 AM

Started On: 09/15/2016 11:20 AM

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
August 31, 2016

Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2015	\$204,163,924.30	\$895,706.76	\$205,059,631.06	\$196,399.82	\$31,978.47	\$4.52	\$839,724.87	\$204,219,906.19	99.59%	99.83%	100.79%
2014 & Prior Rollbacks	\$2,213,448.47	(\$46,384.46)	\$2,167,064.01	\$48,408.19	\$20,009.21	\$1,846.43	\$1,365,734.82	\$801,329.19	36.98%	44.52%	
	\$467,800.60	\$1,060,028.36	\$1,527,828.96	\$146,324.84	\$0.00	\$0.00	\$530,489.67	\$997,339.29	65.28%	65.35%	
Total All	\$206,845,173.37	\$1,909,350.66	\$208,754,524.03	\$391,132.85	\$51,987.68	\$1,850.95	\$2,735,949.36	\$206,018,574.67	98.69%	99.00%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2015	\$18,321,214.20	\$87,665.48	\$18,408,879.68	\$17,589.46	\$2,879.22	\$0.41	\$74,677.55	\$18,334,202.13	99.59%	99.84%	100.73%
2014 & Prior Rollbacks	\$185,747.51	(\$3,003.94)	\$182,743.57	\$4,121.99	\$1,643.56	\$131.36	\$111,893.79	\$70,849.78	38.77%	46.54%	
	\$36,714.70	\$86,620.24	\$123,334.94	\$12,366.51	\$0.00	\$0.00	\$42,929.40	\$80,405.54	65.19%	65.25%	
Total All	\$18,543,676.41	\$171,281.78	\$18,714,958.19	\$34,077.96	\$4,522.78	\$131.77	\$229,500.74	\$18,485,457.45	98.77%	99.09%	

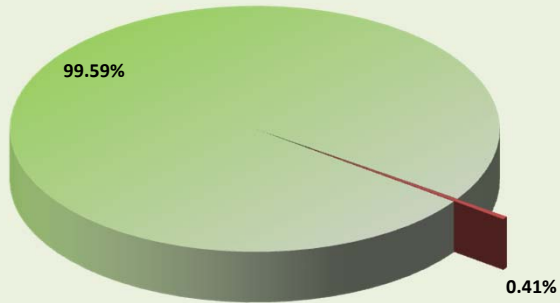
2015 COMBINED MONTHLY BREAKDOWN

Oct-15	\$225,388,849.78	\$80,717.03	\$225,469,566.81	\$7,127,961.53	\$34,984.09	\$2,027.23	\$218,339,578.05	\$7,129,988.76			
Nov-15	\$225,469,566.81	\$506,292.34	\$225,975,859.15	\$10,195,251.19	\$14,090.86	(\$4.83)	\$208,650,624.03	\$17,325,235.12			
Dec-15	\$225,975,859.15	\$620,621.99	\$226,596,481.14	\$123,598,479.10	\$14,658.66	\$386.50	\$85,672,380.42	\$140,924,100.72			
Jan-16	\$226,596,481.14	\$128,523.19	\$226,725,004.33	\$73,883,081.68	\$30,440.42	(\$72,206.75)	\$11,990,028.68	\$214,734,975.65			
Feb-16	\$226,725,004.33	\$123,530.29	\$226,848,534.62	\$3,864,857.47	\$188,159.85	\$2,862.11	\$8,245,839.39	\$218,602,695.23			
Mar-16	\$226,848,534.62	\$205,775.29	\$227,054,309.91	\$2,176,065.27	\$134,624.72	\$56,133.93	\$6,219,415.48	\$220,834,894.43			
Apr-16	\$227,054,309.91	\$93,451.38	\$227,147,761.29	\$654,001.07	\$67,106.72	\$109.13	\$5,658,756.66	\$221,489,004.63			
May-16	\$227,147,761.29	\$18,854.49	\$227,166,615.78	\$1,180,450.04	\$64,173.80	\$289.44	\$4,496,871.67	\$222,669,744.11			
Jun-16	\$227,166,615.78	\$113,675.56	\$227,280,291.34	\$556,878.39	\$74,116.15	\$1,137.37	\$4,052,531.47	\$223,227,759.87			
Jul-16	\$227,280,291.34	\$2,728.40	\$227,283,019.74	\$844,470.67	\$37,271.06	\$4,608.05	\$3,206,181.15	\$224,076,838.59			
Aug-16	\$227,283,019.74	\$186,462.48	\$227,469,482.22	\$425,210.81	\$56,510.46	\$1,982.72	\$2,965,450.10	\$224,504,032.12			

**Year to Date Collection Report
October 1, 2015 - August 31, 2016**

■ YTD Collected ■ YTD Uncollected

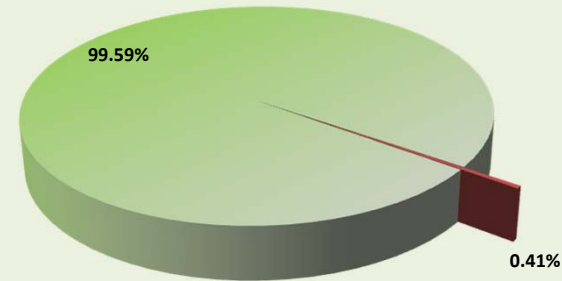
GWI



**Year to Date Collection Report
October 1, 2015 - August 31, 2016**

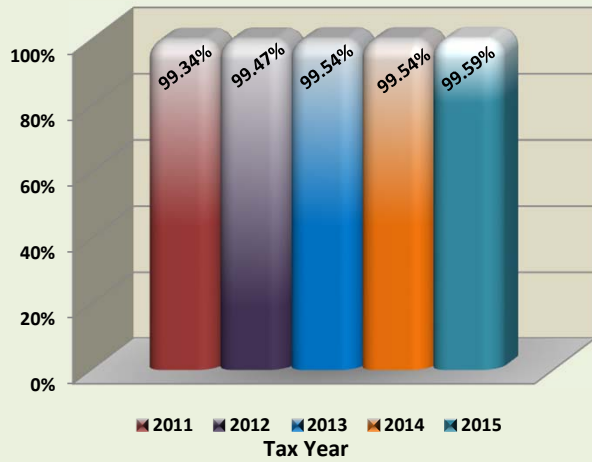
■ YTD Collected ■ YTD Uncollected

RFM



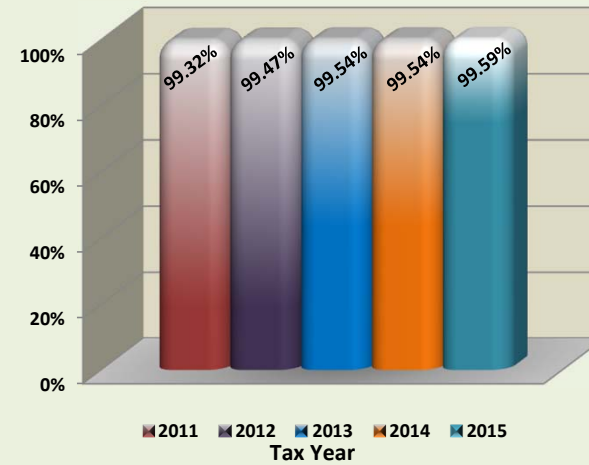
**Percent of Roll Collected Comparison
August 2012-2016**

GWI



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

RFM



Commissioners Court - Regular Session

18.

Meeting Date: 09/20/2016

Property Tax Refunds – Over 2500 – August 2016

Submitted For: Deborah Hunt

Submitted By: Sandra Surratt, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

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

Attachments

[080116-083116 Refunds Over 2500](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sandra Surratt

Final Approval Date: 09/15/2016

Reviewed By

Wendy Coco

Date

09/15/2016 11:46 AM

Started On: 09/15/2016 11:24 AM



Date: September 14, 2016
To: Members of the Commissioners Court
From: Deborah M. Hunt, CTA
Subject: Property Tax Refunds

Deborah M Hunt, C T A
Tax Assessor Collector

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

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

Thank you.



WILLIAMSON COUNTY

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

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

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

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

Property Tax
Account QuickReport
As of August 31, 2016

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Refunds Payable - Taxpayers				
08/08/2016	59516	WILLIAMSON COUNTY TAX OFFICE	Multiple Accounts - Overpayments	-2,762.19
08/08/2016	59538	THE MONEY SOURCE	R059451 - Overpayment	-6,039.09
08/08/2016	59541	CELINK REVERSE MORTGAGE MORTGAGE	R488486 - Overpayment	-4,025.79
08/23/2016	59598	CENTRAL MORTGAGE COMPANY	R496528 - Overpayment	-3,055.30
08/24/2016	59624	RUSSELL J & TAMARA S PETRONZIO	R380976 - Overpayment	-3,529.36
Total Refunds Payable - Taxpayers				<u>-19,411.73</u>
TOTAL				<u><u>-19,411.73</u></u>

Commissioners Court - Regular Session

19.

Meeting Date: 09/20/2016

T Don Master Scheduler

Submitted For: Dan Gattis

Submitted By: Hal Hawes, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a ?Request for Authorization of Additional Classification and Rate in relation to a Master Scheduler for the T. Don Hutto Residential Facility.

Background

This request will allow CCA to request ICE's permission to add and fund the position of Master Scheduler. The Master Scheduler will be responsible for planning, staffing and scheduling personnel resources according to applicable polices, standards and contract requirements.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Request for Master Scheduler](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 09/14/2016

Reviewed By

Wendy Coco

Date

09/14/2016 04:04 PM

Started On: 09/14/2016 02:45 PM

**REQUEST FOR AUTHORIZATION OF
ADDITIONAL CLASSIFICATION AND RATE**

CHECK APPROPRIATE BOX
 SERVICE CONTRACT
 CONSTRUCTION CONTRACT

OMB No.: 9000-0089
 Expires: 02/28/96

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0089), Washington, DC 20503.

NOTE: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16 AND SUBMIT THE REQUEST, IN QUADRUPPLICATE, TO THE CONTRACTING OFFICER

1. TO: ADMINISTRATOR, Employment Standards Administration
 WAGE AND HOUR DIVISION
 U.S. DEPARTMENT OF LABOR
 WASHINGTON, D.C. 20210

2. FROM: (REPORTING OFFICE)

3. CONTRACTOR

4. DATE OF REQUEST

5. CONTRACT NUMBER: DROIGSA-10-0002

6. DATE BID OPENED (SEALED BIDDING)

7. DATE OF AWARD: 01/01/2012

8. DATE CONTRACT WORK STARTED: 01/01/2012*

9. DATE OPTION EXERCISED (IF APPLICABLE) (SCA ONLY)

10. SUBCONTRACTOR (IF ANY): CCA

11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)
 Correctional confinement services for Federal inmates to include custody, control, accountability, medical and subsistence services.

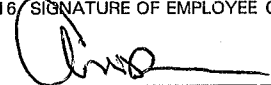
12. LOCATION (CITY, COUNTY AND STATE)
 T Don Hutto Residential Center, Taylor, Williamson County, Texas

13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION

NUMBER:	DATED:		
2011-0218, Revision 6	07/15/2014		
a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLES(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (SCA ONLY)	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS	
<p><i>(Use reverse or attach additional sheets, if necessary)</i></p> <p>Proposed Classification Title: Master Scheduler FGE = GS-6</p> <p>Description: The Master Scheduler is responsible to plan, staff and schedule personnel resources according to applicable policies, standards and contract requirements. Ensures adequate coverage of all security posts and essential positions and is also responsible to monitor all workforce management processes at the local facility level. Manages schedule/shift adjustments to optimize schedule adherence and provide overall staffing efficiencies. A complete job description is attached.</p> <p>Rationale: This position falls under the Administrative Support and Clerical Occupations category and is comparable to a GS-6 level position. We identified one occupation in the same occupational category included in the current incorporated contract specific wage determination, with the same FGE as the occupation to be conformed; the Secretary III, for which the required wage rate is \$16.73 per hour. Based on that analysis, we propose that the Master Scheduler position be conformed at a wage rate of \$16.73 per hour. Methodology is also attached.</p>	\$16.73	\$3.81	

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY):
 Natasha K. Metcalf
 Vice President, Partnership Development

15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE

16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE: 

TITLE: Master Scheduler

CHECK APPROPRIATE BOX-REFERENCING BLOCK 13:
 AGREE DISAGREE

TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SCA) OR FAR 22.406-3 (DBA))

- THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.
- THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

(Send copies 1, 2, and 3 to Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE

TITLE AND COMMERCIAL TELEPHONE NO.

DATE SUBMITTED

Commissioners Court - Regular Session

20.

Meeting Date: 09/20/2016

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 titles changes, position grade changes and any corresponding line item transfers.

Background

See attached document for compensation change requests.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Comp Items](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tara Raymore

Final Approval Date: 09/14/2016

Reviewed By

Wendy Coco

Date

09/14/2016 04:04 PM

Started On: 09/14/2016 03:34 PM

Department	PCN	EE ID	Account Number	Budget Amount	Requested	Increase Amount	% Increase	Reason for Change	Salaries From	Oracle Effective Date
MOT	1187	10931	0100-1187-001100	N/A	N/A	N/A	N/A	Title Change - Clinical Coordinator MOT / Grade Change 25	N/A	9/3/2016
MOT	1187	10931	0100-1187-001100	\$53,987.96	\$55,607.60	\$1,619.63	3%	Merit	Unallocated 001100	9/9/2016
425th District Court	0109	12743	0100-0441-001100	\$66,551.28	\$67,216.79	\$666	1%	Merit	Unallocated 001100	9/9/2016
CCL2	0701	13860	0100-0427-001100	\$47,052	\$49,404.81	\$2,352.61	5%	Merit	Unallocated 001100	9/23/2016
District Attorney	0915	Vacant	0100-0440-001100	\$27,993.85	\$34,992.31	\$6,998.46	25%	Increase vacant position salary	Unallocated 001100	9/23/2016
Emergency Management	0777	03857	0100-0541-001100	N/A	N/A	N/A	N/A	Title Change Only - Director Emergency Management	N/A	9/23/2016
Emergency Management	0776	13757	0100-0541-001100	N/A	N/A	N/A	N/A	Title Change Only - Deputy Director Emergency Management	N/A	9/23/2016

Commissioners Court - Regular Session

21.

Meeting Date: 09/20/2016

Williamson County Expo Center P418 - Change Order 17

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Expo Project; Change Order # 17 in the amount of \$19,984.00 for additional concrete and site work to address drainage issues at the Existing Arena, which was executed by Dale Butler pursuant to the previous grant of authority under Section 262.031 of the Local Government Code.

Background

On February 17, 2015, the Williamson County Commissioners Court granted Williamson County Facilities Project Manager Dale Butler with general authority to approve change orders for the Agreement for Construction Services with Flintco, LLC in relation to the Williamson County Expo Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Expo Project Budget Summary](#)

[Expo Center Change Order 17](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 09/13/2016

Reviewed By

Wendy Coco

Date

09/13/2016 04:33 PM

Started On: 09/13/2016 02:54 PM

ITEM	ORIGINAL BUDGET	CURRENT ESTIMATES	Delta "Savings"	Invoiced to Date
A/E	\$867,750.00	\$ (867,750.00)	\$0.00	\$771,844.28
SOFT COST	\$622,113.50	\$ (218,662.50)	\$403,451.00	\$154,756.83
GMP (SEE GMP BALANCES ON SHEET 2)	\$10,978,073.00	\$ (10,552,492.00)	\$425,581.00	\$7,674,172.00
SUBTOTALS	\$12,467,936.50	\$ (11,638,904.50)	\$829,032.00	\$8,600,773.11

GMP BALANCES

Spec Section / Bid	Description of Work / Subcontractor / Supplier / Vendor / Specification Section	Original Contract Value	Schedule of Values Breakdown	Subcontract Change Orders
Construction Manager's Contingency		\$1,125,458.00		
	PCO#011 - Transfer to Owner Contingency			(\$500,000.00)
	PCO#020 - Transfer to Owner Contingency			(\$400,000.00)
OCO#013	Steel, Concrete, Drywall and Lighting Revisions			(\$15,108.00)
OCO#014	Fence Revisions, Added Concrete Topping, etc.			(\$5,549.00)
OCO#016	Various ASI's, RFI's, etc. and additional Rain Days			(\$23,432.00)
Construction Manager Contingency - Subtotal		\$1,125,458.00	\$0.00	(\$944,089.00)
Construction Manager Contingency - Total			\$1,125,458.00	\$181,369.00

Owner's Construction Contingency		\$253,228.00		
	PCO#011 - Transfer from CM Contingency			\$500,000.00
OCO#001	PCO#012 - Alt#3 Earthwork			(\$24,970.00)
OCO#002	PCO#014 - Early Scopes of Alt#1, Alt#3, Alt#10, Add Elec per RFI 027			(\$489,051.00)
OCO#004	PCO#017 - Added Propane Tanks & Bollards			(\$14,579.00)
OCO#004	PCO#018 - Concrete Protection			(\$2,000.00)
OCO#004	PCO#019 - Bleacher & Concrete Removal			(\$12,860.00)
	PCO#020 - Transfer from CM Contingency			\$400,000.00
OCO#004	PCO#021 - Alt#1, Alt#3 Buyout Competition			(\$399,182.00)
OCO#006	Alt#19 LEDs & Additional AV Scope Over GMP			(\$162,409.00)
OCO#007	Electrical Upgrades			(\$15,225.00)
OCO#008	NOT ACCEPTED			\$0.00
OCO#009	Accept Fall Protection Scope Removal and Added Rain Days			\$0.00
OCO#010	Additional Concrete at South End of Existing Arena			(\$7,316.00)
OCO#015	Replace Existing Arena Downspouts			(\$16,922.00)
OCO#016	Various ASI's, RFI's, etc. and additional Rain Days			(\$4,600.00)
Owner's Construction Contingency - Subtotal		\$253,228.00	\$0.00	(\$249,114.00)
Owner's Construction Contingency - Total			\$253,228.00	\$4,114.00

Future Buyout Delta - THIS AMOUNT WILL FLUCTUATE AS BUYOUT PROGRESSES		\$491,953.00		
	PCO#010 - Removal of 6 Trees			(\$2,500.00)
	PCO#014 - Light Pole Credit per RFI 029			\$1,970.00
OCO#003	PCO#015 - Earthwork Credit per RFI 035 & 041			\$12,513.00
OCO#005	PCO#023 - Additional Traffic Rated Pull Boxes			(\$4,759.00)
OCO#005	PCO#024 - Removal of Light Pole per RFI 062			(\$673.00)
OCO#007	Added Scope through ASI 005			(\$58,207.00)
OCO#010	PEMB Roof Modifications at Covered Penning			(\$48,774.00)
OCO#011	Additional Scope for RFI's and ESI 005			(\$29,358.00)
	Footing Mix Allowance Balance			\$24,901.00
	Paving Specialities Balance			(\$1,879.00)
OCO#012	Paint Existing Arena Structure and Misc.			(\$68,925.00)
OCO#013	Steel, Concrete, Drywall and Lighting Revisions			(\$18,485.00)
OCO#014	Lighting Controls Credit			\$1,349.00
OCO#014	Fence Revisions, Added Concrete Topping, etc.			(\$48,933.00)
OCO#016	Various ASI's, RFI's, etc. and additional Rain Days			(\$10,095.00)
Future Buyout Delta - Subtotal		\$491,953.00	\$0.00	(\$251,855.00)
Future Buyout Delta - Total			\$491,953.00	\$240,098.00



Change Order Request

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW

Flintco, LLC
Project # 15035

Taylor, TX 76574

Change Order Request: 017 **Date: 9/1/2016**

To: Dale Butler Williamson County Texas 3101 SE Inner Loop Georgetown, TX 78626	From: David Freisner Flintco, LLC 8100 Cross Park Dr. Austin, TX 78754-5249
---	---

Description	Category	Status
Additional Concrete & Sitework At West Concession Revisions		New

Reference	Required By	Days Req	Amt Req
	9/8/2016	0	\$0.00

Notes

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
048	9/1/2016		\$0.00	0	Contingency	Change Condition

Additional Concrete & Sitework Associated with West Concession Revisions

Item No	Item Description	Amt Prop	Reference
001	Keystone COR 22 Additional Paving at West Concession and Drainage Swale	\$10,664.00	
002	Keystone COR 23 Added Ramp at Arena East	\$3,352.00	
003	Champion Site Prep additional grading and Rip Rap at West Concession and Drainage Swale	\$5,968.00	
004	Buyout Contingency	\$(19,984.00)	

Flintco, LLC

 CONTRACTOR
 8100 Cross Park Dr.
 Austin, TX 78754-5249

Address _____
 By David Freisner
 SIGNATURE _____
 DATE 9/1/2016

Williamson County Texas

 OWNER
 3101 SE Inner Loop
 Georgetown, TX 78626

Address _____
 By Dale Butler
 SIGNATURE _____
 DATE 9/2/2016



Potential Change Orders

Detailed, Grouped by Each Number

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW

Project # 15035

Flintco, LLC
Tel: Fax: 15035

Taylor, TX 76574

PCO #: 048	9/1/2016	Additional Concrete & Sitework Associated with West Concession Revisions					Pending
Category	Reason	Reference	COR Number	PCCO Number			
Contingency	Change Condition						
Notes						Revenue Code	
		Estimate	Proposed	Approved	Applied		
Requested Days:	0	Budget:	\$0	\$0	\$0	\$0	
Approved Days:	0	Cost:	\$0	\$0	\$0	\$0	
General Description	Quote Due	Quote Rec'd	Allocation	Estimated	Proposed	Approved	Applied
001 - KEYCO - 000.030000.S	9/8/2016		Budget: Pend Rev	\$10,664	\$10,664	\$10,664	\$10,664
Keystone COR 22 Additional Paving at West Concession and Drainage Swale			Cost: Pend Commt	\$10,664	\$10,664	\$10,664	\$10,664
002 - KEYCO - 000.030000.S	9/8/2016		Budget: Pend Rev	\$3,352	\$3,352	\$3,352	\$3,352
Keystone COR 23 Added Ramp at Arena East			Cost: Pend Commt	\$3,352	\$3,352	\$3,352	\$3,352
003 - CHASIT - 000.310000.S	9/8/2016		Budget: Pend Rev	\$5,968	\$5,968	\$5,968	\$5,968
Champion Site Prep additional grading and Rip Rap at West Concession and Drainage Swale			Cost: Pend Commt	\$5,968	\$5,968	\$5,968	\$5,968
004 - WILCO - 000.975700.M	9/8/2016		Budget: Pend Rev	-\$19,984	-\$19,984	-\$19,984	-\$19,984
Buyout Contingency			Cost: Pend Commt	-\$19,984	-\$19,984	-\$19,984	-\$19,984



Potential Change Orders
Detailed, Grouped by Each Number



KEYSTONE
CONCRETE PLACEMENT
 35 County Rd. 150
 Georgetown, TX. 78626
 512.931.3033 / 512.931.0995 FAX

CHANGE AUTHORIZATION

To:
David Freisner, Ricky Galloway
 Flintco, LLC

Date:
 August 30, 2016

From:
 Stephen Wallace
 Keystone Concrete Placement

Project:
Williamson County Expo Center

Change Request #22

Additional 6" Concrete Paving

Keystone Concrete Placement's Work:

Install new sidewalks and swale (1,630 sf), Install minor concrete flume under sidewalk

Labor:	\$	3,767
Materials:	\$	4,374
Equipment:	\$	1,553
Overhead & Profit:	10% \$	970

Note: Work to be performed while mobilized on site. Separate mobilization not included for this work.

Note: Water to be made available during concrete work.

Note: Work during normal business hours, no overtime.

Total Change Request: \$ 10,664

Please sign and return this form to authorize said work to proceed.

Printed Name _____
Title _____
Signature _____
Date _____

I thank you,
Stephen Wallace
 Project Manager
 Keystone Concrete Placement

C.O. BREAKDOWN

DATE: 8/30/2016

Project Name: Williamson County Expo Center
 Description of Change: **Additional 6" Concrete Paving**

Install new sidewalks and swale (1,630 sf), Install minor concrete flume under sidewalk

Total Square Feet: 1
GRAND TOTAL: \$10,663

COST BREAKDOWN

DESCRIPTION	UNITS	UNIT TYPE	COST / UNIT	COST / UNIT	TOTAL COST
LABOR					
			Reg	OT	
Labor		HRS	\$ 33.42	\$ 50.13	\$ -
Carpenter	32	HRS	\$ 43.40	\$ 65.10	\$ 1,388.80
Finisher	32	HRS	\$ 43.40	\$ 65.10	\$ 1,388.80
Operator	8	HRS	\$ 38.59	\$ 57.89	\$ 308.72
Foreman		HRS	\$ 49.75	\$ 74.63	\$ -
Superintendent	8	HRS	\$ 66.83	\$ 100.25	\$ 534.64
Field Engineer		HRS	\$ 48.83	\$ 73.25	\$ -
Rod Buster	4	HRS	\$ 36.39	\$ 54.59	\$ 145.56
	80.0		LABOR TOTAL:		\$ 3,766.52
CONCRETE					
Concrete - 3000 psi - Sidewalk	33	CY	\$ 92.00		\$ 3,036.00
Concrete - 3000 psi - Flume	2	CY	\$ 92.00		\$ 184.00
Accessories & Forms	1	LS	\$ 450.00		\$ 450.00
			CONCRETE TOTAL:		\$ 3,670.00
REINFORCING STEEL					
Reinforcing Steel	738	LBS	\$ 0.48		\$ 354.24
Accessories	1	LS	\$ 350.00		\$ 350.00
Bobcat	4	Hr	\$ 66.00		\$ 264.00
Mini-Ex	4	Hrs	\$ 66.00		\$ 264.00
Concrete Buggy	1	Day	\$ 225.00		\$ 225.00
Concrete Pump		Hour	\$ 300.00		\$ -
Texas Curb Cut	1	LS	\$ 800.00		\$ 800.00
			SPECIALTY TOTAL:		\$ 1,553.00
COST SUBTOTAL: Materials & Labor - Unit Price Items Not Incl.					\$ 9,693.76
OVERHEAD & PROFIT: 10%					\$ 969.38

Sub Total - Material & Labor **\$ 10,663.14**
Sub Total - Unit Pricing **\$ -**
TOTAL PRICE: **\$ 10,663.14**



KEYSTONE
CONCRETE PLACEMENT
 35 County Rd. 150
 Georgetown, TX. 78626
 512.931.3033 / 512.931.0995 FAX

CHANGE AUTHORIZATION

To:
David Freisner, Ricky Galloway
 Flintco, LLC

Date:
 August 30, 2016

From:
 Stephen Wallace
 Keystone Concrete Placement

Project:
Williamson County Expo Center

Change Request #23

Add Ramp @ Alt #2 Concession

Keystone Concrete Placement's Work:

Add ramp from new concrete to existing asphalt with ribbon curb. Ramp will be 11' x 40'.

Labor:	\$	1,656
Materials:	\$	1,166
Equipment:	\$	225
Overhead & Profit:	10% \$	305

Note: Work to be performed while mobilized on site. Separate mobilization not included for this work.

Note: Water to be made available during concrete work.

Note: Work during normal business hours, no overtime.

Total Change Request: \$ 3,352

Please sign and return this form to authorize said work to proceed.

Printed Name _____
 Title _____
 Signature _____
 Date _____

I thank you,
Stephen Wallace
 Project Manager
 Keystone Concrete Placement

C.O. BREAKDOWN

DATE: 8/30/2016

Project Name: Williamson County Expo Center
 Description of Change: Add Ramp @ Alt #2 Concession

Add ramp from new concrete to existing asphalt with ribbon curb. Ramp will be 11' x 40'.

Total Square Feet: 1
GRAND TOTAL: \$3,352

COST BREAKDOWN

DESCRIPTION	UNITS	UNIT TYPE	COST / UNIT	COST / UNIT	TOTAL COST
LABOR					
			Reg	OT	
Labor		HRS	\$ 33.42	\$ 50.13	\$ -
Carpenter	16	HRS	\$ 43.40	\$ 65.10	\$ 694.40
Finisher	16	HRS	\$ 43.40	\$ 65.10	\$ 694.40
Operator		HRS	\$ 38.59	\$ 57.89	\$ -
Foreman		HRS	\$ 49.75	\$ 74.63	\$ -
Superintendent	4	HRS	\$ 66.83	\$ 100.25	\$ 267.32
Field Engineer		HRS	\$ 48.83	\$ 73.25	\$ -
Rod Buster		HRS	\$ 36.39	\$ 54.59	\$ -
LABOR TOTAL:					\$ 1,656.12
CONCRETE					
Concrete - 3000 psi - Ash - Site	9	CY	\$ 92.00		\$ 828.00
Accessories & Forms	1	LS	\$ 102.47		\$ 102.47
CONCRETE TOTAL:					\$ 930.47
REINFORCING STEEL					
Reinforcing Steel	339	LBS	\$ 0.48		\$ 162.72
Accessories	1	LS	\$ 73.16		\$ 73.16
REINFORCING TOTAL:					\$ 235.88
SPECIALTY/EQUIPMENT					
Bobcat		Hr	\$ 66.00		\$ -
Mini-Ex		Hrs	\$ 66.00		\$ -
Concrete Buggy	1	Day	\$ 225.00		\$ 225.00
Concrete Pump		Hour	\$ 300.00		\$ -
Haul-Off		Load	\$ 210.00		\$ -
SPECIALTY TOTAL:					\$ 225.00
COST SUBTOTAL: Materials & Labor - Unit Price Items Not Incl.					\$ 3,047.47
OVERHEAD & PROFIT: 10%					\$ 304.75
Sub Total - Material & Labor					\$ 3,352.22
Sub Total - Unit Pricing					\$ -
TOTAL PRICE:					\$ 3,352.22

David Freisner

From: Bart Lipscomb <bart@idigdirt.com>
Sent: Wednesday, August 31, 2016 10:13 AM
To: Ricky Galloway
Cc: David Freisner; Clayton Cargill
Subject: RE: Wilco Expo West Concessions Revisions

Categories: No Action

If the backfill crew is already onsite, grading minor swale & one layer of 5x8 rip-rap (delivered and placed) figure \$5,968. If special move is needed, add \$1,175.

Thanks!

From: Ricky Galloway [mailto:RGalloway@flintco.com]
Sent: Monday, August 29, 2016 1:49 PM
To: Bart Lipscomb <bart@idigdirt.com>
Cc: David Freisner <DFreisner@flintco.com>
Subject: FW: Wilco Expo West Concessions Revisions

Bart,

Please see attached. Please price the grading of the swale and providing the rock rip rap.

Thank you,

Ricky Galloway
Project Engineer // Flintco, LLC
512.822.7365 (d) // 512.923.9281 (c)
www.flintco.com



From: Ricky Galloway
Sent: Friday, August 26, 2016 10:06 AM
To: 'rhousler@gratrlandscapes.com' <rhousler@gratrlandscapes.com>
Cc: David Freisner <DFreisner@flintco.com>; Mike Smith <MSmith@flintco.com>
Subject: Wilco Expo West Concessions Revisions

Gratr Team,

Please see attached revised landscaping plan and price accordingly. Please note the Rock Rip Rap against the building will be provided by others.

Thank you,

Commissioners Court - Regular Session

22.

Meeting Date: 09/20/2016

Williamson County Expo Center P418 - Change Order 18

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Expo Project; Change Order # 18 in the amount of \$29,883.00 for additional site work and new parking specs to address vehicle access issues at the North end of Covered Penning, which was executed by Dale Butler pursuant to the previous grant of authority under Section 262.031 of the Local Government Code.

Background

On February 17, 2015, the Williamson County Commissioners Court granted Williamson County Facilities Project Manager Dale Butler with general authority to approve change orders for the Agreement for Construction Services with Flintco, LLC in relation to the Williamson County Expo Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Expo Project Budget Summary](#)

[Expo Change Order 18](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 09/15/2016

Reviewed By

Wendy Coco

Date

09/15/2016 08:38 AM

Started On: 09/15/2016 07:21 AM

ITEM	ORIGINAL BUDGET	CURRENT ESTIMATES	Delta "Savings"	Invoiced to Date
A/E	\$867,750.00	\$ (867,750.00)	\$0.00	\$771,844.28
SOFT COST	\$622,113.50	\$ (218,662.50)	\$403,451.00	\$154,756.83
GMP (SEE GMP BALANCES ON SHEET 2)	\$10,978,073.00	\$ (10,552,492.00)	\$425,581.00	\$7,674,172.00
SUBTOTALS	\$12,467,936.50	\$ (11,638,904.50)	\$829,032.00	\$8,600,773.11

GMP BALANCES

Spec Section / Bid	Description of Work / Subcontractor / Supplier / Vendor / Specification Section	Original Contract Value	Schedule of Values Breakdown	Subcontract Change Orders
Construction Manager's Contingency		\$1,125,458.00		
	PCO#011 - Transfer to Owner Contingency			(\$500,000.00)
	PCO#020 - Transfer to Owner Contingency			(\$400,000.00)
OCO#013	Steel, Concrete, Drywall and Lighting Revisions			(\$15,108.00)
OCO#014	Fence Revisions, Added Concrete Topping, etc.			(\$5,549.00)
OCO#016	Various ASI's, RFI's, etc. and additional Rain Days			(\$23,432.00)
Construction Manager Contingency - Subtotal		\$1,125,458.00	\$0.00	(\$944,089.00)
Construction Manager Contingency - Total			\$1,125,458.00	\$181,369.00

Owner's Construction Contingency		\$253,228.00		
	PCO#011 - Transfer from CM Contingency			\$500,000.00
OCO#001	PCO#012 - Alt#3 Earthwork			(\$24,970.00)
OCO#002	PCO#014 - Early Scopes of Alt#1, Alt#3, Alt#10, Add Elec per RFI 027			(\$489,051.00)
OCO#004	PCO#017 - Added Propane Tanks & Bollards			(\$14,579.00)
OCO#004	PCO#018 - Concrete Protection			(\$2,000.00)
OCO#004	PCO#019 - Bleacher & Concrete Removal			(\$12,860.00)
	PCO#020 - Transfer from CM Contingency			\$400,000.00
OCO#004	PCO#021 - Alt#1, Alt#3 Buyout Competition			(\$399,182.00)
OCO#006	Alt#19 LEDs & Additional AV Scope Over GMP			(\$162,409.00)
OCO#007	Electrical Upgrades			(\$15,225.00)
OCO#008	NOT ACCEPTED			\$0.00
OCO#009	Accept Fall Protection Scope Removal and Added Rain Days			\$0.00
OCO#010	Additional Concrete at South End of Existing Arena			(\$7,316.00)
OCO#015	Replace Existing Arena Downspouts			(\$16,922.00)
OCO#016	Various ASI's, RFI's, etc. and additional Rain Days			(\$4,600.00)
Owner's Construction Contingency - Subtotal		\$253,228.00	\$0.00	(\$249,114.00)
Owner's Construction Contingency - Total			\$253,228.00	\$4,114.00

Future Buyout Delta - THIS AMOUNT WILL FLUCTUATE AS BUYOUT PROGRESSES		\$491,953.00		
	PCO#010 - Removal of 6 Trees			(\$2,500.00)
	PCO#014 - Light Pole Credit per RFI 029			\$1,970.00
OCO#003	PCO#015 - Earthwork Credit per RFI 035 & 041			\$12,513.00
OCO#005	PCO#023 - Additional Traffic Rated Pull Boxes			(\$4,759.00)
OCO#005	PCO#024 - Removal of Light Pole per RFI 062			(\$673.00)
OCO#007	Added Scope through ASI 005			(\$58,207.00)
OCO#010	PEMB Roof Modifications at Covered Penning			(\$48,774.00)
OCO#011	Additional Scope for RFI's and ESI 005			(\$29,358.00)
	Footing Mix Allowance Balance			\$24,901.00
	Paving Specialities Balance			(\$1,879.00)
OCO#012	Paint Existing Arena Structure and Misc.			(\$68,925.00)
OCO#013	Steel, Concrete, Drywall and Lighting Revisions			(\$18,485.00)
OCO#014	Lighting Controls Credit			\$1,349.00
OCO#014	Fence Revisions, Added Concrete Topping, etc.			(\$48,933.00)
OCO#016	Various ASI's, RFI's, etc. and additional Rain Days			(\$10,095.00)
Future Buyout Delta - Subtotal		\$491,953.00	\$0.00	(\$251,855.00)
Future Buyout Delta - Total			\$491,953.00	\$240,098.00



Change Order Request

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW

Flintco, LLC
Project # 15035

Taylor, TX 76574

Change Order Request: 018

Date: 9/7/2016

To: Dale Butler
Williamson County Texas
3101 SE Inner Loop
Georgetown, TX 78626

From: David Freisner
Flintco, LLC
8100 Cross Park Dr.
Austin, TX 78754-5249

Table with columns: Description, Category, Status, Reference, Required By, Days Req, Amt Req. Row 1: Addition Sitework and Drive At North Covered Penning Per RFI 138R1, New, 9/14/2016, 3, \$0.00

Notes

Table with columns: PCO No, Date, Reference, Amt Prop, Days Req, Category, Reason. Row 1: 049, 9/7/2016, RFI 138 Additional Parking Sitework At Covered Penning, \$0.00, 0, Contingency, Change Condition

RFI 138 Additional Parking Sitework At Covered Penning

Table with columns: Item No, Item Description, Amt Prop, Reference. Row 1: 001, Champion Add for Additional Sitework/Parking Specs as issued in RFI 138 R1, \$29,883.00, Row 2: 002, Buyout Contingency, \$(29,883.00)

Flintco, LLC
CONTRACTOR
8100 Cross Park Dr.
Austin, TX 78754-5249
Address
By David Freisner
SIGNATURE
DATE 9/7/2016

Williamson County Texas
OWNER
3101 SE Inner Loop
Georgetown, TX 78626
Address
By Dale Butler
SIGNATURE
DATE 9/8/16

REQUEST FOR ADDITIONAL PRICING

CHAMPION SITE PREP, INC

455-A HIGHWAY 195
 GEORGETOWN, TX 78628
 512-863-3453 / FAX 512-863-3463
bart@idigdirt.com
 RCO#7REV1 Rock around warm-up

DATE: 09/01/16
 TO: Flintco, LLC.
 ATTN: David Freisner

JOB NAME: WilCo Expo
 ESTIMATOR: BL
 LOCATION: Taylor, TX

We hereby request a change order for furnishing all materials and performing all of the labor necessary, per Plans and Specifications, for the completion of :

1	Mobilization	1	EA	\$ 877.00	\$	877.00
2	Cut staking	4	HR	\$ 124.00	\$	496.00
3	Excavate out section	0.5	DY	\$ 2,870.00	\$	1,435.00
4	Haul spoils onsite (NO HAUL OFF INCLUDED)	25	LD	\$ 47.00	\$	1,175.00
5	6" MC of subgrade	2	DY	\$ 2,870.00	\$	5,740.00
5	Bluetop subgrade	4	HR	\$ 124.00	\$	496.00
6	Import 6" flex base	9	LD	\$ 345.00	\$	3,105.00
7	Process/place/compact/finish base	1.5	DY	\$ 2,870.00	\$	4,305.00
8	Bluetop of base course	4	HR	\$ 124.00	\$	496.00
9	Import 4" of TCS 567 rock	16	LD	\$ 411.00	\$	6,576.00
10	Spread/compact 4" of rock to finish grade	1.5	DY	\$ 2,870.00	\$	4,305.00
11	Demobilization	1	EA	\$ 877.00	\$	877.00

Place 4" TCS 567 rock, 6" flex base on N side Covered Penning/Warm-up area. Place 4" of rock on along N & W sides per map. Moisture condition subgrade 6". Haul onsite cut for section. All work to be performed at one time.

Anything not listed is not included. Please call with any question.

Total Price: \$ 29,883.00

ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are satisfactory and are hereby accepted.

 AUTHORIZED SIGNATURE

 DATE OF ACCEPTANCE



Potential Change Orders

Detailed, Grouped by Each Number

Williamson County Expo Center **Project # 15035**
 210 Carlos G. Parker Blvd, NW **Flintco, LLC**
 Taylor, TX 76574 Tel: Fax: 15035

PCO #: 049 **9/7/2016** **RFI 138 Additional Parking Sitework At Covered Penning** **New**

Category	Reason	Reference	COR Number	PCCO Number	Revenue Code
Contingency	Change Condition				
Notes					

General Description	Requested Days:	Approved Days:	Quote Due	Quote Rec'd	Allocation	Estimate	Proposed	Estimated	Approved	Applied
001 - CHASIT - 000.310000.S	0	0	9/14/2016			\$0	\$0	\$29,883	\$29,883	\$29,883
Champion Add for Additional Sitework/Parking Specs as issued in RFI 138 R1						\$0	\$0	\$29,883	\$29,883	\$29,883
002 - WILCO - 000.975700.M			9/14/2016			\$0	\$0	-\$29,883	-\$29,883	-\$29,883
Buyout Contingency						\$0	\$0	-\$29,883	-\$29,883	-\$29,883



Potential Change Orders
Detailed, Grouped by Each Number

Commissioners Court - Regular Session

23.

Meeting Date: 09/20/2016

Prime Strategies Work Authorization 4

Submitted For: Robert Daigh

Submitted By: Sarah Ramos, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge Work Authorization No. 4 under Williamson County Contract for Engineering Services between Prime Strategies, Inc. (PSI) and Williamson County dated May 13, 2014 for Planning, Design and Program Management for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

PSI - WA4

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 09/15/2016

Reviewed By

Wendy Coco

Date

09/15/2016 10:14 AM

Started On: 09/15/2016 10:08 AM

ANNUAL FISCAL YEAR WORK AUTHORIZATION NUMBER 4

This Work Authorization is made as of this 1st day of October, 2015, under the terms and conditions established in the Agreement for Engineering Services (General Engineering Consultant (GEC) – Program Management, Planning & Design Services), dated May 13, 2014 (the Agreement), between Williamson County, Texas (County) and Prime Strategies, Inc. (PSI). This Annual Fiscal Year Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

Manage design consultants, agency reviews and approval, construction lettings, and budget/contract controls for FY2013 Road Bond Projects.

Section A. - Scope of Services

A.1. PSI shall perform the following Services:
See attached Exhibit B

A.2. The following Services are not included in this Annual Fiscal Year Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:
Not Applicable

A.3. In conjunction with the performance of the foregoing Services, PSI shall provide the following submittals/deliverables (Documents) to County:
Monthly reports and other reports, memorandum, etc. identified in the Scope of Services

Section B. – Applicable Period and Schedule

This Annual Fiscal Year Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 2017. PSI shall perform the Services and deliver the related Documents (if any) according to the following schedule:

October 1, 2016 – September, 30, 2017

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to PSI the not-to-exceed amount of \$3,152,255.00, payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to PSI according to the Rate Schedule and terms of the Agreement.

Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of PSI. Unless otherwise provided in this Annual Fiscal Year Work Authorization, County shall bear all costs incident to compliance with the following:

Not Applicable

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Annual Fiscal Year Work Authorization:

Not Applicable

IN WITNESS WHEREOF, the County and PSI have executed this Annual Fiscal Year Work Authorization.

Williamson County, Texas
(County)

By: _____

Name: Dan A. Gattis

Title: County Judge

Date: _____, 20____

Prime Strategies, Inc.
(PSI)

By:  _____

Name: Michael J. Weaver

Title: President

Date: 9/17/ _____, 20 16

EXHIBIT B

**SCOPE OF SERVICES TO BE PROVIDED
BY PSI**

The services to be performed by PSI under this Agreement shall consist of providing management services required to initiate and monitor production of contract documents for the projects in the 2013 Road Bond Program.

PSI shall furnish all materials required to perform the services specified below.

1. Identify specific program activities and update/modify bond program organizational and management documents, agreements, process.
2. Meet with Commissioners and County staff to identify priority projects.
3. Develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
4. Work with the County financial advisor and County Auditor to determine the appropriate dollar amount for the bond issues including, as necessary, materials for the official statement and bond rating agencies.
5. Prepare Letters of Interest (LOI's), Request for Qualifications (RFQ's) and Requests for Proposals (RFP's) for project consultants and other professional services.
6. Assist in requesting qualification statements from firms for services.
7. Assist in pre-qualifying firms for review and consideration by the Commissioners Court for the road improvement projects and related activities.
8. Update the Williamson County Transportation website, as appropriate; assist in developing a new public information website focusing on the County's overall transportation improvement program.
9. Assist the County in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, websites (updates, as well), maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.
10. Meet with TxDOT and other local, State and Federal agency representatives, as required, to review proposed improvement programs for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance

Funding Agreements between Williamson County and other entities for designed “partnering” projects.

11. Review all State and Federal funding programs to identify “partnering” opportunities. Assist in preparing/presenting program/funding proposals.
12. Assist the County Auditor in updating the financial procedures, programs, and support documents to manage and monitor the bond program expenditures and cash flows.
13. Update as necessary the standardized professional service agreement (PSA) and construction contracts for bond program activities.
14. Assist County staff, County Commissioners, key construction management and construction personnel with information for appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.
15. Amend and update, in coordination with the Commissioners Court and County staff, the Long Range Transportation Plan.
16. Coordinate and schedule ground-breaking activities, milestone presentation announcements and press conferences within the affected areas, or in a particular city or specific focus area. This would include the design, scripting, and production of materials and exhibits for the individual meetings.
17. Assist in planning meetings and neighborhood notifications to the area, the affected cities, etc. through personalized invitations, telephone contact or other means that would insure proper notification to promote full citizen involvement.
18. Update and modify all project signage for all of the county and state road projects in the county.
19. Assist the Right-of-Way acquisition team, as necessary, in the coordination of acquisitions services and the timely acquisition of right-of-way for road bond projects and state highways. This would include providing preliminary cost estimates and a priority acquisition schedule.
20. Coordinate and assist the Environmental Permitting consultants in developing a comprehensive mitigation program for County road bond projects. Coordinate environmental activities with design engineers, project permitting, route/alignment issues, and right-of-way acquisition.

21. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects identified in the 2013 Road Bond election. Monitor City activities, schedules, and invoices as necessary.
22. Provide engineering program activities related to establishing the systems and procedures to implement the design and construction of road bond projects. Including:
 - a) Meet and coordinate with various entities to establish goals, constraints, priorities, and responsibilities.
 - b) Prepare a Master Schedule for the Road Bond Program, including planning activities, design, right-of-way acquisition and construction phases. The Master Schedule will be updated monthly throughout the duration of the program.
 - c) Develop and maintain a filing system to include program management materials, planning documents, design documents, right-of-way documents, and bid documents.
 - d) Maintain Bond Program Standard Procedures Manual.
 - e) Maintain Bond Program Standard Forms.
 - f) Maintain Bond Program Engineering Design Criteria.
 - g) Maintain Bond Program Plan Preparation Criteria.
 - h) Maintain Bond Program Standards for CADD and CADD procedures.
 - i) Review available Standard Detail sheets for County road projects, and revise, as necessary. Update Standard Detail sheets, as needed.
 - j) Review existing Construction Specifications and revise, as necessary. Create new /Construction Specifications, as needed.
 - k) Review existing Williamson County Bid Package Documents and revise, as necessary.
23. Manage the Geotechnical Investigations, including creation of a Program Geotechnical Plan, develop contracts for geotechnical firms, and review and disseminate results from the geotechnical investigations. This would include providing and/or reviewing pavement design for all county road projects.
24. Provide expert witness assistance in right-of-way acquisition cases and other technical assistance, as requested, in legal matters relating to the Bond Program activities.
25. Manage and oversee design and survey firm activities, including but not limited to:
 - a) Aerial photography
 - b) Benchmark and project control data
 - c) Profile of existing structures, right-of-way, driveways, drainage channels, and utilities
26. Manage and oversee the preparation of final engineering design activities and preparation of construction documents including but not limited to:
 - a) Review scope of work for each road project.

- b) Review reasonableness of engineering fee estimate for each project.
 - c) Assist Client in negotiation of contracts with selected firms.
 - d) Conduct kick-off meeting with project firm/team.
 - e) Review QA/QC plans submitted by design firms for conformance with County requirements.
 - f) Perform design reviews, including constructability reviews, in accordance with the Bond Program Procedures Manual.
 - g) Review invoices, as requested.
 - h) Conduct a maximum of six (6) progress meetings per project, and conduct in-house audits of project consultant activities on a monthly basis.
 - i) Oversee submission of plans to local governments, TxDOT, Texas Turnpike Authority, and Texas Commission on Environmental Quality (TCEQ), as required.
 - j) Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.
27. Conduct as necessary, a constructability review and provide a value engineering services for projects outside of scope and budget.
28. Provide bid phase and construction phase services including, but not limited to:
- a) Coordinate the preparation of the bid documents.
 - b) Facilitate the pre-bid conference.
 - c) Coordinate and approve the preparation and distribution of addenda.
 - d) Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
 - e) Attend the bid opening, perform bid analysis and recommend award to the successful bidder.
 - f) Coordinate the preparation of the contract documents.
 - g) Facilitate the pre-construction conference.
 - h) Prepare and issue project documentation throughout the duration of the project.
 - i) Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
 - j) Perform construction observation and documentation, and provide on-site manpower (PSI staff or subconsultants) on an as-needed basis to oversee construction of the projects.
 - k) Review and evaluate contractor's construction schedule.
 - l) Receive and process submittals.
 - m) Attend weekly construction progress meetings and prepare and issue construction update reports.
 - n) Prepare and issue traffic control notifications to affected entities.
 - o) Perform and document traffic control and SW3P inspections.
 - p) Receive and review QC test results, and oversee the independent testing firms.

- q) Assist the county in documentation of the DBE program.
- r) Prepare and process RFIs and Change Orders when necessary.
- s) Review and approve monthly construction pay applications.
- t) Negotiate Change Orders and claims, as needed.
- u) Receive warranty bond from Contractor and perform quarterly warranty inspections and reports during the warranty period.
- v) Provide project close-out, including obtaining and filing final record drawings received from Contractor, once project construction is completed.

29. Implement and maintain ProjectWise service with Internet project database to facilitate project management and coordination efforts.

GENERAL MONTHLY ACTIVITIES

The following is a summary of general monthly activities and work tasks.

PROGRAM ADMINISTRATION

- Review/approve/process construction payments
- Review/approve/process design consultant invoices
- Review/approve/process miscellaneous consultant invoices (environmental, geotechnical, surveying, construction observer, etc.)
- Review/approve/process utility company invoices
- Approve and Process Professional Services Agreements (PSA's)
- Present design contracts to Commissioners Court
- Negotiate PSA Scope and Fee
- Approve and Process Work Authorizations
- Review/approve/process construction change orders
- Review monthly budget reports, track expenditures, program budget amendments
- Advertise and review bids for County Road Bond Construction Projects

PROGRAM MANAGEMENT

- Ongoing meetings and phone calls with the County Judge, Commissioners, and Staff to review the road bond projects, development schedules, and cost estimates for priority projects;
- Meetings with TxDOT senior staff and local government officials on specific projects, right-of-way issues, utility costs, right-of-way, and proposed rules;
- Meetings with TxDOT, Commissioners and Road Bond Team to develop project funding and review /process Advance Funding Agreement (AFA);
- Attend Commissioners Court meetings, Executive Sessions, and road bond work sessions;

- Prepare budgets and related materials for Commissioners Court meetings and works sessions;
- Provide construction oversight and coordinate all bid awards, pre-construction meetings, and contractor work authorizations;
- Prepare correspondence for the Judge, Commissioners, and County Staff;
- Update 2006 and 2013 road bond project schedules and cash flows and meet with the County Auditor and financial advisors;
- Monitor and Update Road Bond Website;
- Meetings/Phone Calls/E-Mails with the Road Bond Team

ROAD BOND PROJECTS

- Meet with Commissioners on Specific road bond projects;
- Meet with TxDOT, Cities, Property Owners, Stakeholders on specific road bond projects;
- Meet with Project Engineers on County projects to assess status, right-of-way/utility issues, budget, and schedule plan review;
- Meetings with utility providers, coordination and preparation for utility relocation services on individual road bond projects;
- Meetings with environmental consultants on specific road bond projects.

Commissioners Court - Regular Session

24.

Meeting Date: 09/20/2016

Windmill Acres - Preliminary Plat

Submitted For: Joe England

Submitted By: Stephen Jones-Meyer, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Windmill Acres subdivision - Pct 2.

Background

This subdivision consists of 7 single family lots and no new public roads.

Fiscal Impact

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

Attachments

Windmill Acres - Preliminary Plat

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Stephen Jones-Meyer

Final Approval Date: 09/13/2016

Reviewed By

Wendy Coco

Date

09/13/2016 04:33 PM

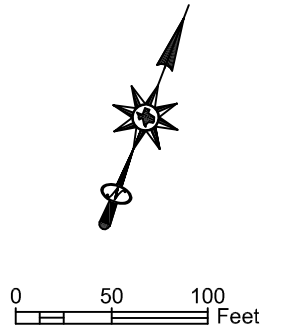
Started On: 09/13/2016 09:49 AM

Preliminary Plat of Windmill Acres Subdivision

24.091 Acres out of the Nathaniel H. Mix Survey
Abstract No. 411, Williamson County, Texas

"FOR REVIEW ONLY"

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document."



Scale 1" = 100'

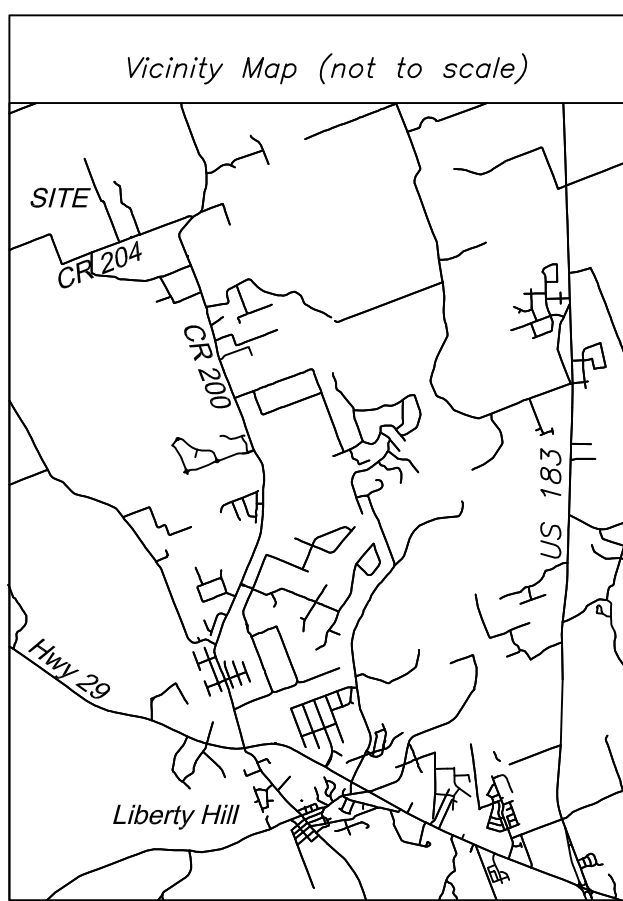
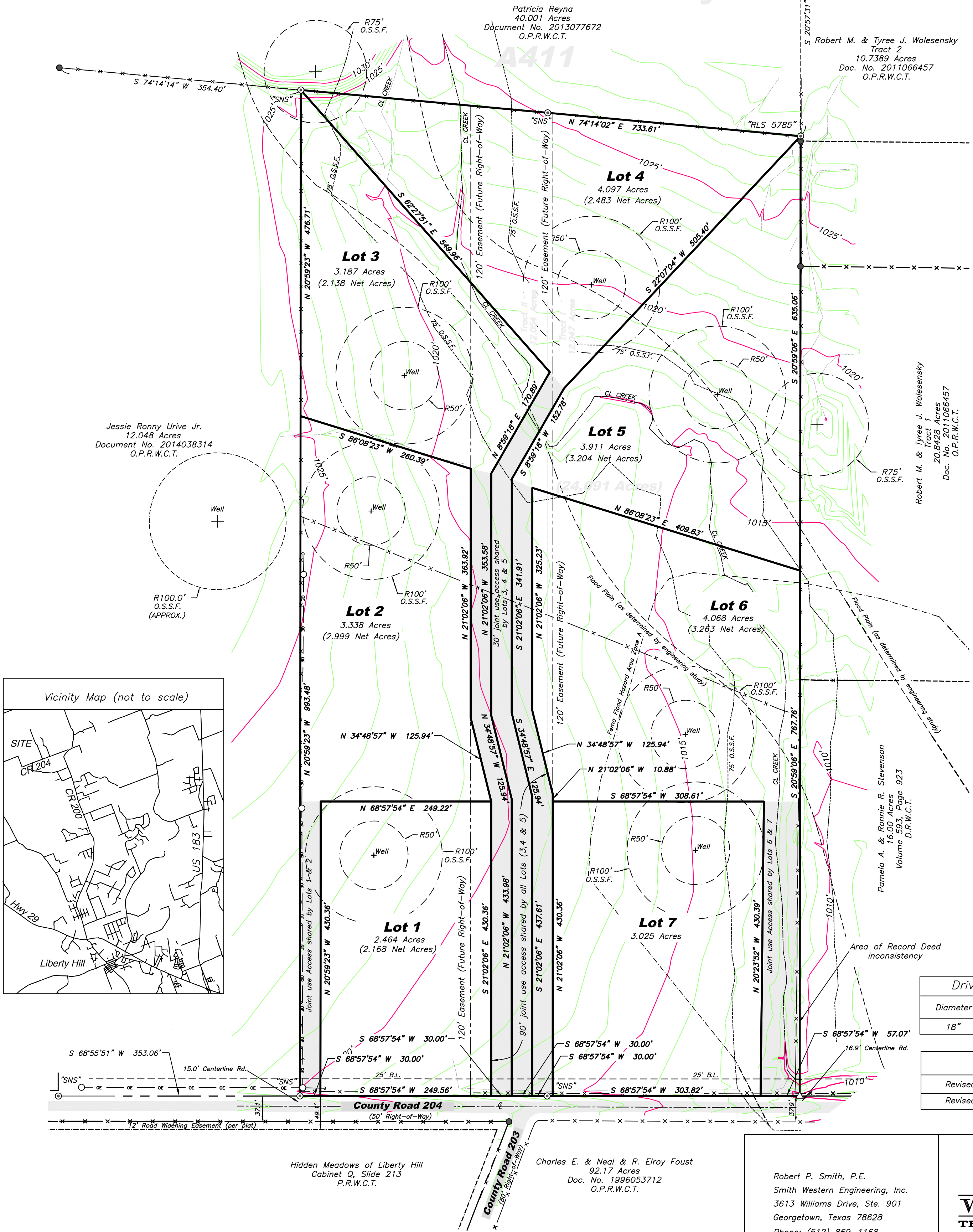
Bearings cited hereon based on Grid North
Texas State Plane Coordinate System
Central Zone (NAD83)

Elevations shown here are based on
Network GPS observations in NAVD88.

Legend

- O.P.R.W.C.T. = Official Public Records Williamson County, Texas
- P.R.W.C.T. = Plat Records Williamson County, Texas
- (xxxx) = Denotes Record Data
- = 1/2" Iron Rod Found
- ⊙ = 1/2" Iron Rod Found Capped
- = 1/2" Iron Rod Set Capped "WALKER 5283"
- △ = Calculated Point
- B.L. = Building Line Setback
- D.E. = Drainage Easement
- P.U.E. = Public Utility Easement

Nathaniel H. Mix Survey



Diameter	Min. Length	Invert Elevation
18"	22'	1016'

Revised Date	Revised Date
	8/29/2016



Commissioners Court - Regular Session

25.

Meeting Date: 09/20/2016

Discuss consider and take appropriate action on approval of the preliminary plat for the Harkins Subdivision, a Replat o Lots 3 and 4 of Northwest In

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 preliminary plat for the Harkins Subdivision, a Replat of Lots 3 and 4 of Northwest Industrial Park subdivision - Pct 4

Background

Fiscal Impact

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

Attachments

Harkins Subdivision

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 09/15/2016

Reviewed By

Wendy Coco

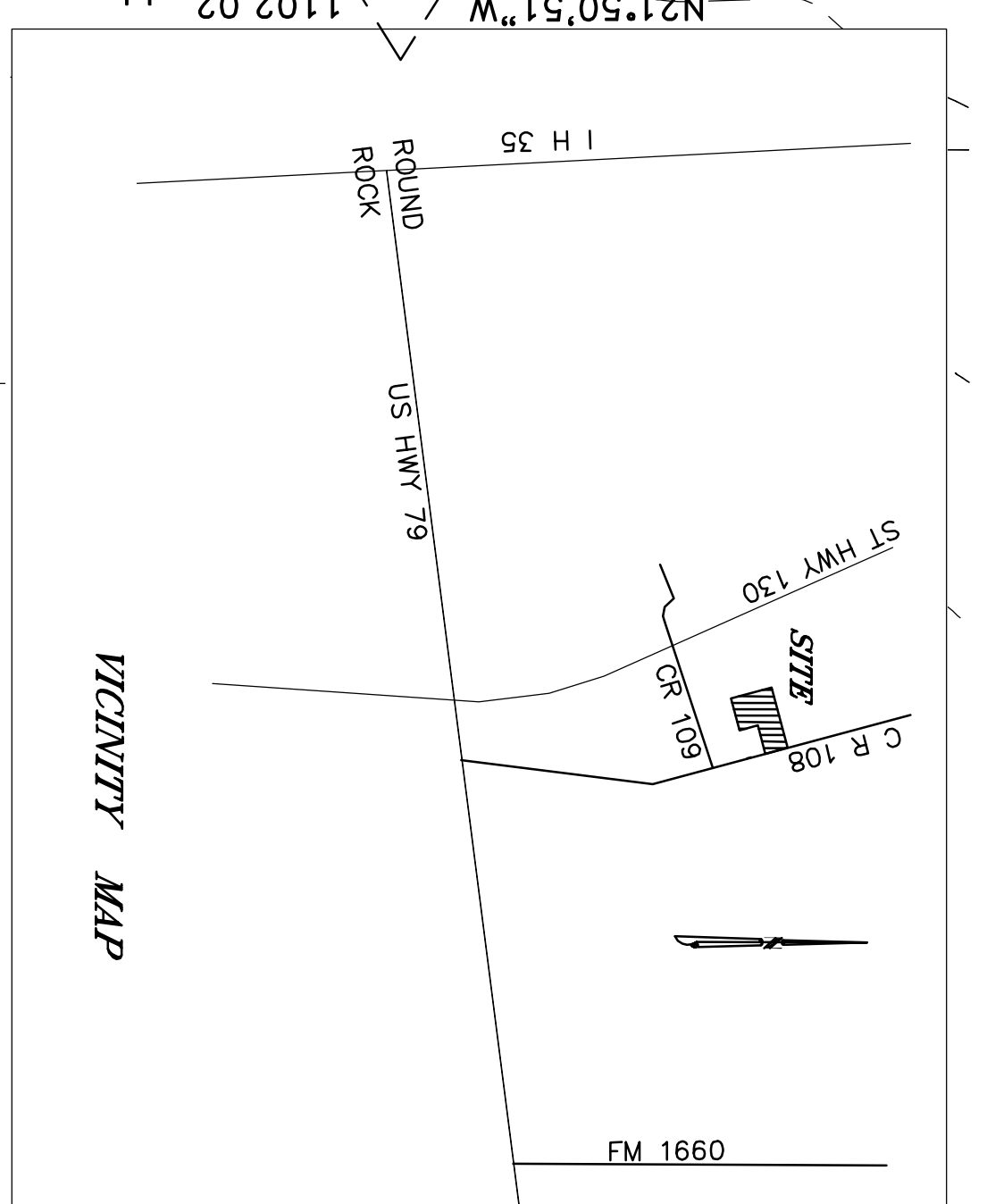
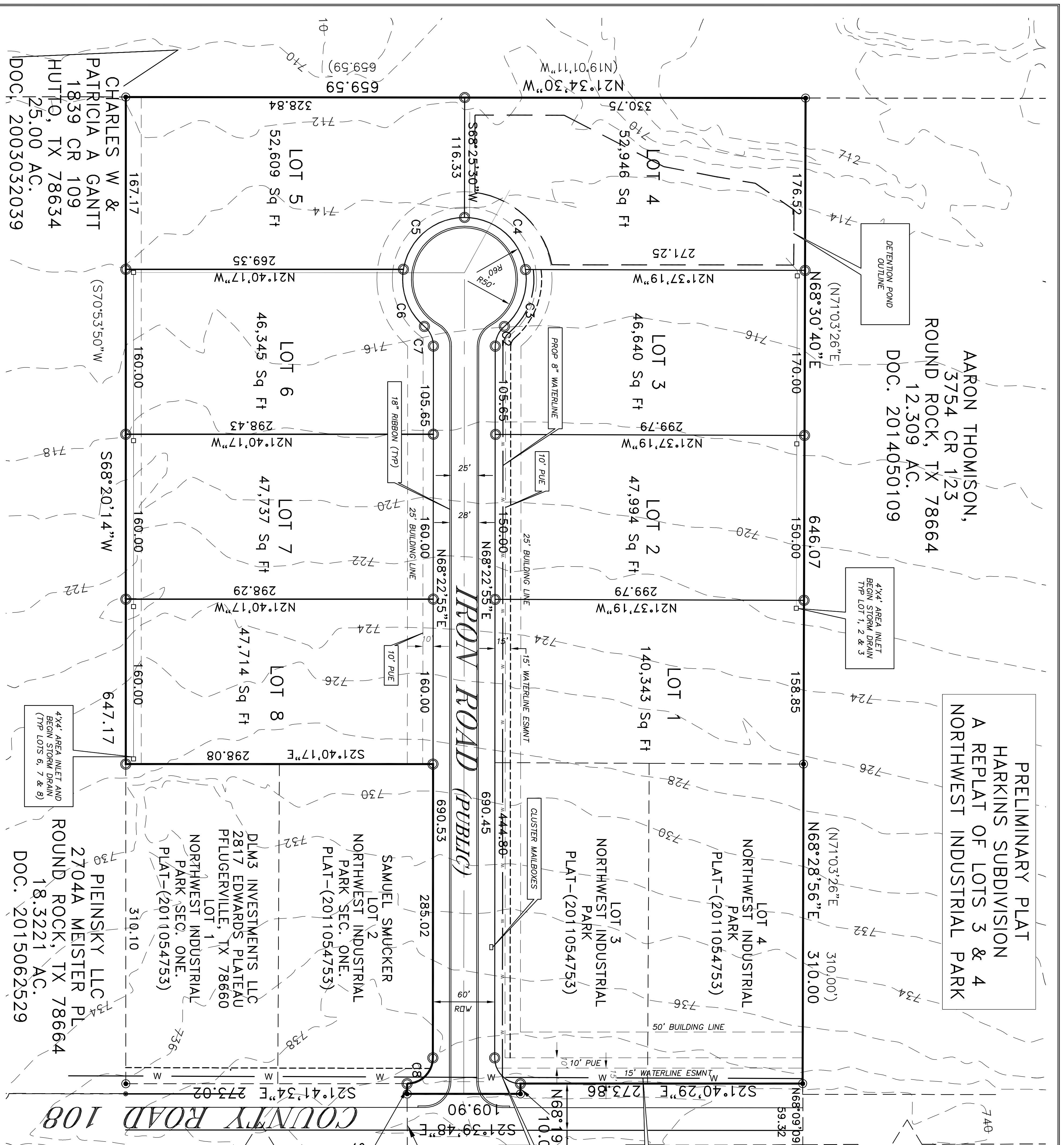
Date

09/15/2016 09:55 AM

Started On: 09/15/2016 09:25 AM

**PRELIMINARY PLAT
HARKINS SUBDIVISION
A REPLAT OF LOTS 3 & 4
NORTHWEST INDUSTRIAL PARK**

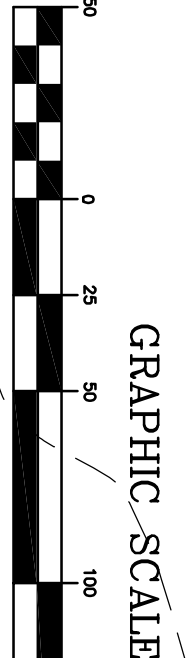
AARON THOMISON,
3754 CR 123
ROUND ROCK, TX 78664
DOC. 2014050109



DATE: AUGUST 22, 2016

LEGAL DESCRIPTION
 THIS PLAT SHOWS THE SUBDIVISION OF LOTS 3 AND 4 OF THE NORTHWEST INDUSTRIAL PARK, AN ADDITION TO WILLIAMSON COUNTY, TEXAS, AS SHOWN ON THE PLAT RECORDED IN MAP DOCUMENT NO. 2011054753. THIS PLAT IS BEING PREPARED FOR THE REPLAT OF LOTS 3 AND 4 OF THE NORTHWEST INDUSTRIAL PARK, AN ADDITION TO WILLIAMSON COUNTY, TEXAS, AS SHOWN ON THE PLAT RECORDED IN MAP DOCUMENT NO. 2011054753. THIS PLAT IS BEING PREPARED FOR THE REPLAT OF LOTS 3 AND 4 OF THE NORTHWEST INDUSTRIAL PARK, AN ADDITION TO WILLIAMSON COUNTY, TEXAS, AS SHOWN ON THE PLAT RECORDED IN MAP DOCUMENT NO. 2011054753. THIS PLAT IS BEING PREPARED FOR THE REPLAT OF LOTS 3 AND 4 OF THE NORTHWEST INDUSTRIAL PARK, AN ADDITION TO WILLIAMSON COUNTY, TEXAS, AS SHOWN ON THE PLAT RECORDED IN MAP DOCUMENT NO. 2011054753.

NO COUNT LLC
2207 BANCROFT 804
HOUSTON, TX 77027
DEED-2015060751



CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	39.29	25.00	N23°21'06"E	35.37
C2	21.68	25.00	S66°46'59"E	21.00
C3	51.56	60.00	N86°33'44"W	49.99
C4	94.66	60.00	S23°37'17"W	85.14
C5	94.76	60.00	S66°49'06"E	85.21
C6	51.56	60.00	N43°19'06"E	49.99
C7	21.68	25.00	S43°32'17"W	21.00
C8	39.24	25.00	N66°39'26"W	35.33

OWNER:
 M.L. S73 PROPERTIES, LLC
 P.O. BOX 838
 510 COUNTY ROAD 108
 ROUND ROCK, TX 78691
 MIMICHEL@FLASH.NET

WARNING: THE CONTRACTOR TO FIELD VERIFY ALL EXIST UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.
 ALL RESPONSIBILITY FOR THE ACCURACY OF THESE PLANS IN RELATION WITH THE ENGINEER WHO PREPARED THEM, AND THE CONTRACTOR WHO CONSTRUCTS THEM, RELY UPON THE ADVISORY OF THE WORK OF THE DESIGN ENGINEER.

SHEET
1 OF 1

DRAWING SCALE: HORIZ. = 1"=100'
 VERT. = 1"=1'
 SURVEYED: CRIGHTON
 FILE NAME: geHARKINS
 DATE: AUG, 2016
 DRAWN: CTEI
 DESIGNED: GEJ

WILLIAMSON COUNTY, TX
HARKINS SUBDIVISION
 REPLAT OF LOTS 3 & 4 OF NORTHWEST INDUSTRIAL PARK
PRELIMINARY PLAT

CARTEX ENGINEERING SERVICES, INC.
 700 THERESA COVE, CEDAR PARK, TX 78613
 512-918-0819 (F) 512-532-0560



NO.	DATE	REVISION	BY
1	9/12/16	REVISION TO ADDRESS WILCO COMMENTS	GEJ
2	9/15/16	REVISION TO ADDRESS WILCO COMMENTS	GEJ

Commissioners Court - Regular Session

26.

Meeting Date: 09/20/2016

JP 2 Resolution

Submitted For: Cynthia Long

Submitted By: Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on resolution extending appreciation to Patricia Pulliam, Kimberly Clark, and Erica Miller for their dedicated service and efforts to improve Justice Court service for the residents of Precinct Two.

Background

Fiscal Impact

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

Attachments

JP 2 Resolution

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 09/12/2016

Reviewed By

Wendy Coco

Date

09/12/2016 09:46 AM

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

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

That on the 20th day of September, 2016 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

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

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

RESOLUTION

WHEREAS, The Texas Justice Court Training Center provides continuing educational training and opportunities for clerks to become certified as a Level 1 Justice Court Clerk and then to go on to become certified as a Master Justice Court Clerk; and

WHEREAS, The Level 1 Justice Court Clerk will attend a 16-hour training and have knowledge of at least one Justice Court category, Civil or Criminal; and

WHEREAS, The Level 1 Justice Court Certification Exam is Civil or Criminal (clerk's option), 50 questions long, consisting of 35 multiple choice and 15 glossary word matching questions that must be completed within 75 minutes; and

WHEREAS, The Master Justice Court Certification Exam distinguishes clerks who are well-rounded and experienced in both substantive and procedural law (civil and criminal) who are able to assist Justices of the Peace and instruct new clerks through extensive knowledge of the court; and

WHEREAS, a Master Clerk will have a thorough knowledge of codes and ethics applicable to the Justice Court and it is recommended that clerks taking the exam have at least five years of experience and knowledge in both civil and criminal Justice Court matters; and

WHEREAS, the Master Justice Court Clerk Exam is 80 questions long and consists of 59 multiple choice and 21 fill-in the blank questions (both civil and criminal) that must be completed in 75 minutes or less; and

WHEREAS, Patricia Pulliam has achieved the Level 1 Certified Court Clerk and Kimberly Clark and Erica Miller have achieved the top level of Certified Master Clerks.

NOW THEREFORE BE IT RESOLVED; that the Williamson County Commissioners Court would like to extend its appreciation to Patricia Pulliam, Kimberly Clark, and Erica Miller for their dedicated service and efforts to improve Justice Court service for the residents of Precinct Two.

RESOLVED THIS 20th DAY OF SEPTEMBER 2016

Dan A. Gattis, County Judge

Commissioners Court - Regular Session

27.

Meeting Date: 09/20/2016

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

Submitted For: Robert Daigh

Submitted By: Lydia Linden, Unified Road System

Department: Unified Road System

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 08/10/2016

Reviewed By

Rebecca Clemons

Date

08/10/2016 11:03 AM

Started On: 08/05/2016 01:13 PM

Commissioners Court - Regular Session

28.

Meeting Date: 09/20/2016

Road Bond and Pass Through Financing Construction Summary Report

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge the September 2016 Construction Summary Report for the Road Bond and Pass Through Financing Programs.

Background

Fiscal Impact

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

Attachments

September 2016 CSR

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 09/15/2016

Reviewed By

Wendy Coco

Date

09/15/2016 08:38 AM

Started On: 09/14/2016 05:18 PM



ROAD BOND & PASS THROUGH FINANCING

Construction Summary Report

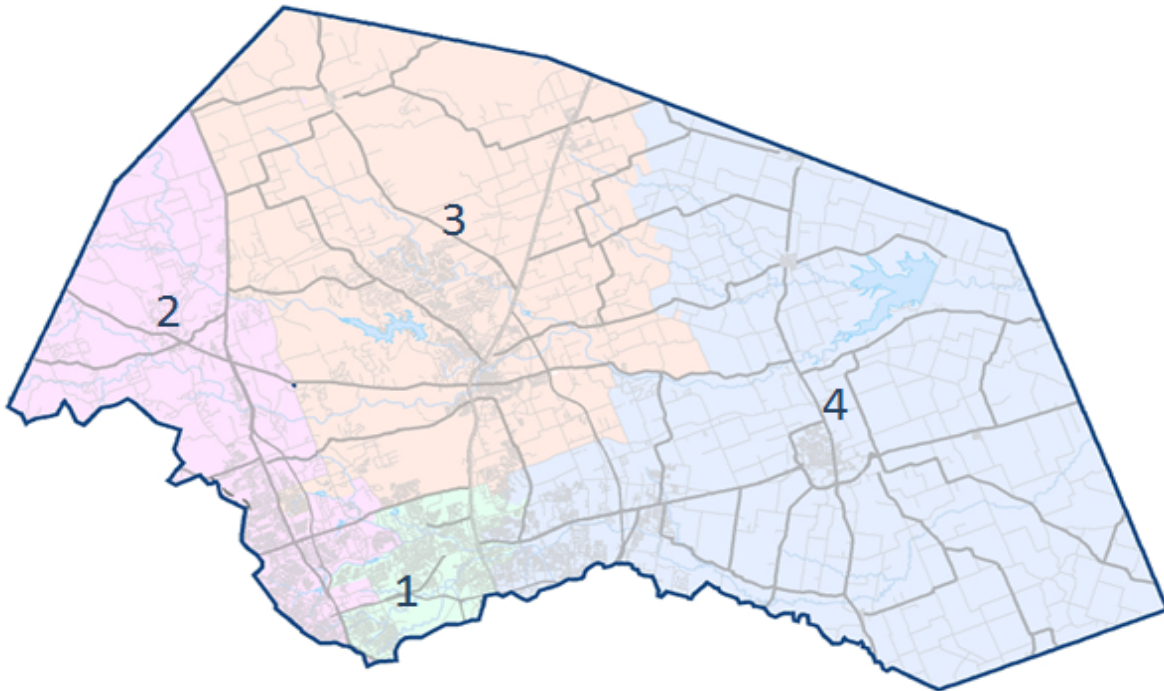
County Judge
Dan Gattis

Commissioners
Lisa Birkman
Cynthia Long
Valerie Covey
Ron Morrison

September 2016

WWW.ROADBOND.ORG

Volume XV - Issue No.09



Presented By:



PRIME
STRATEGIES,
INC.



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WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2016

Precinct 1

- Pond Springs Road (signal) – Jul 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- RM 620, Phase 1 – Jan 2009
- Pond Springs Road – Sep 2010
- County Road 174 at Brushy Creek – Jun 2011
- O'Connor Drive Extension – Apr 2012
- King of Kings Crossing – Aug 2012
- RM 620 Safety Improvements – Dec 2014

Precinct 2

- RM 1869 at SH 29 (signal) – Aug 2002
- County Road 175 – Jun 2003
- River Bend Oaks – Aug 2003
- County Road 200 – Sep 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sep 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Ronald Reagan Blvd North Ph. 1 – Mar 2007
- Lakeline Blvd – Jul 2007
- Ronald Reagan Blvd South Ph. 2 – Feb 2008
- US 183 at San Gabriel Pkwy – Feb 2008
- County Road 175 Phase 2A – Jan 2010
- US 183 at FM 3405 Traffic Signal – Mar 2010
- US 183 at FM 3405 Left Turn Lanes – May 2010
- County Road 214 Phase 2A – Jan 2011
- San Gabriel Parkway Ph. 2 – Oct 2011
- US 183 (PTF) – Apr 2012
- SH 29 TWLTL Liberty Hill – Dec 2012
- Hero Way – Feb 2013
- County Roads 260/266 – Apr 2013
- County Road 277 – Jul 2014
- Lakeline Blvd at US 183 – Nov 2014
- Lakeline Blvd Ph. 2 – Apr 2015

WILLIAMSON COUNTY

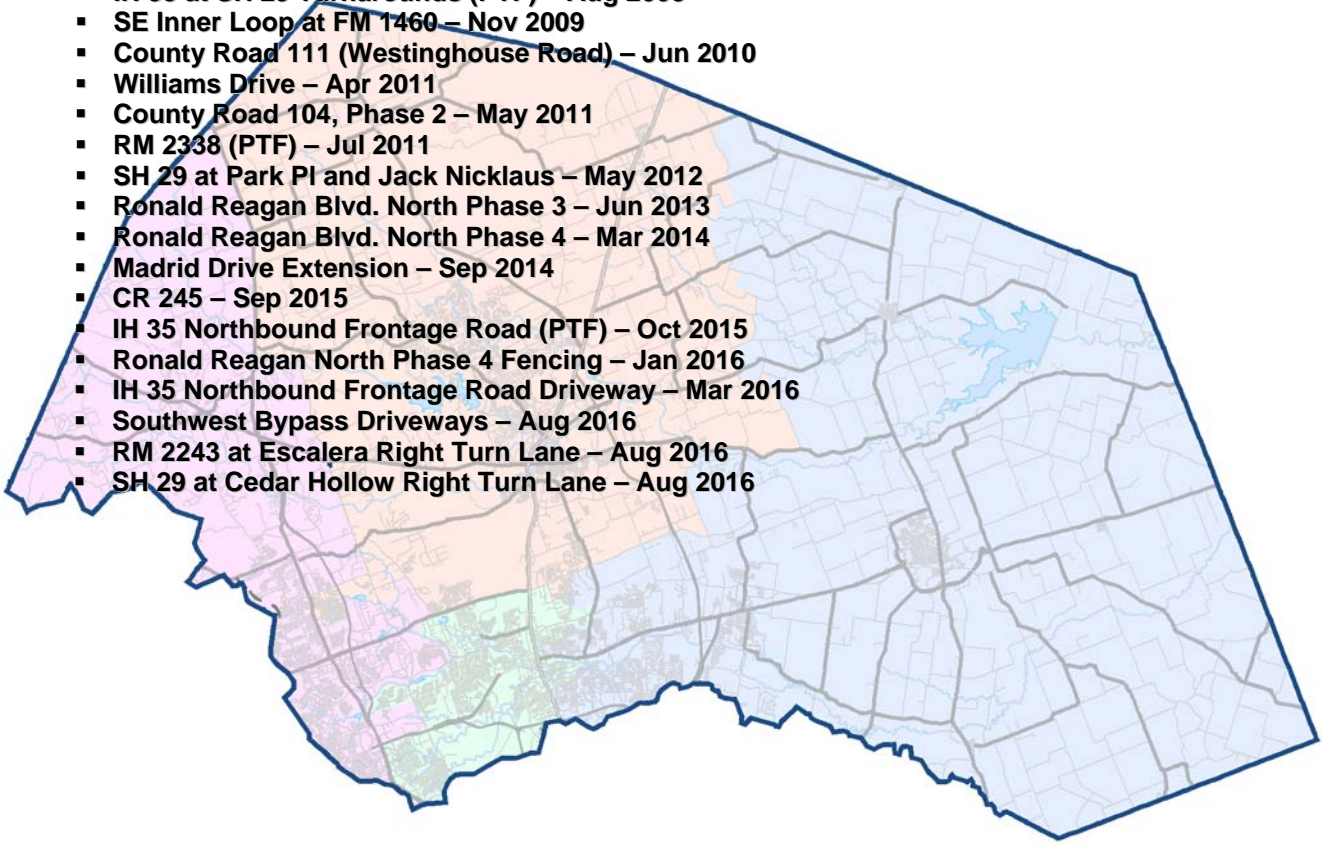
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2016

Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop Project 2 – Jun 2004
- Georgetown Inner Loop East Extension – Aug 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relocation for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 Northbound Frontage Road Driveway – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Turn Lane – Aug 2016
- SH 29 at Cedar Hollow Right Turn Lane – Aug 2016



WILLIAMSON COUNTY

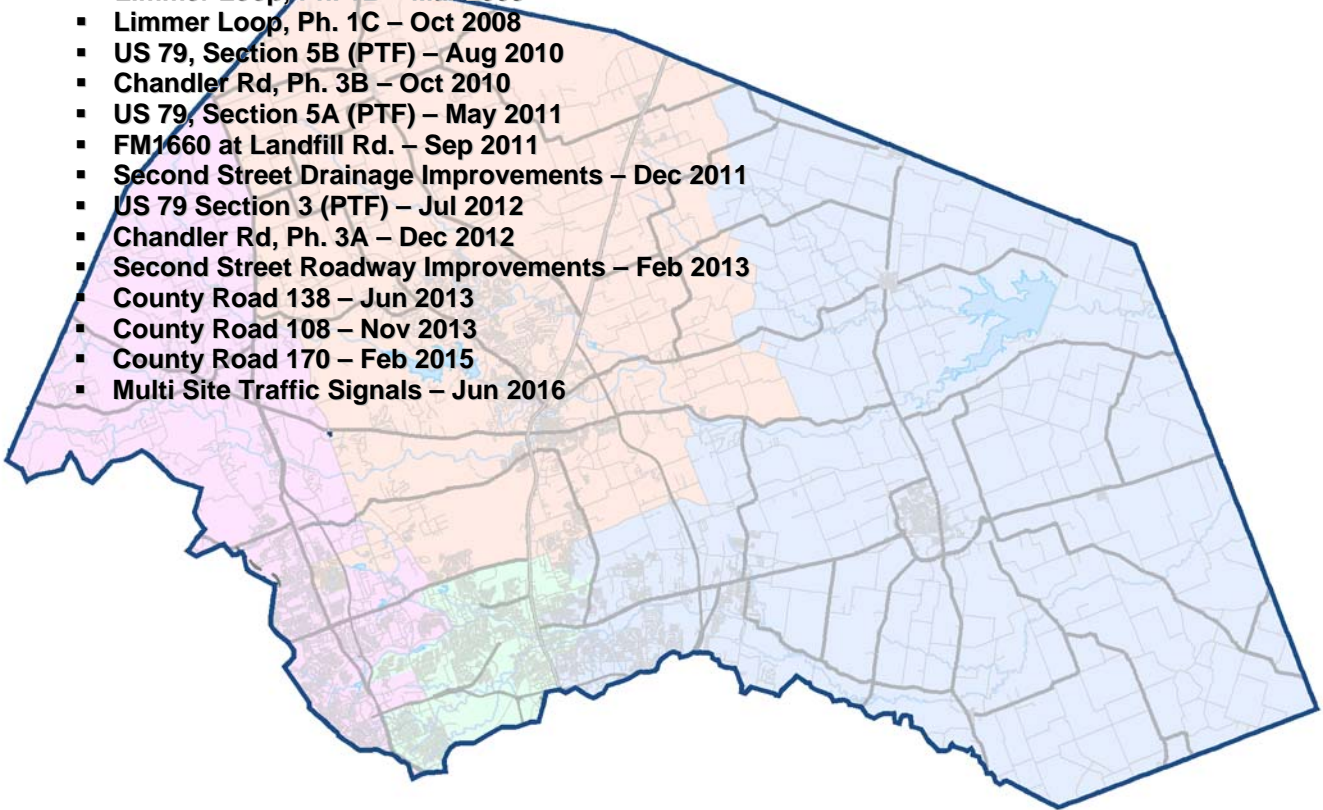
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2016

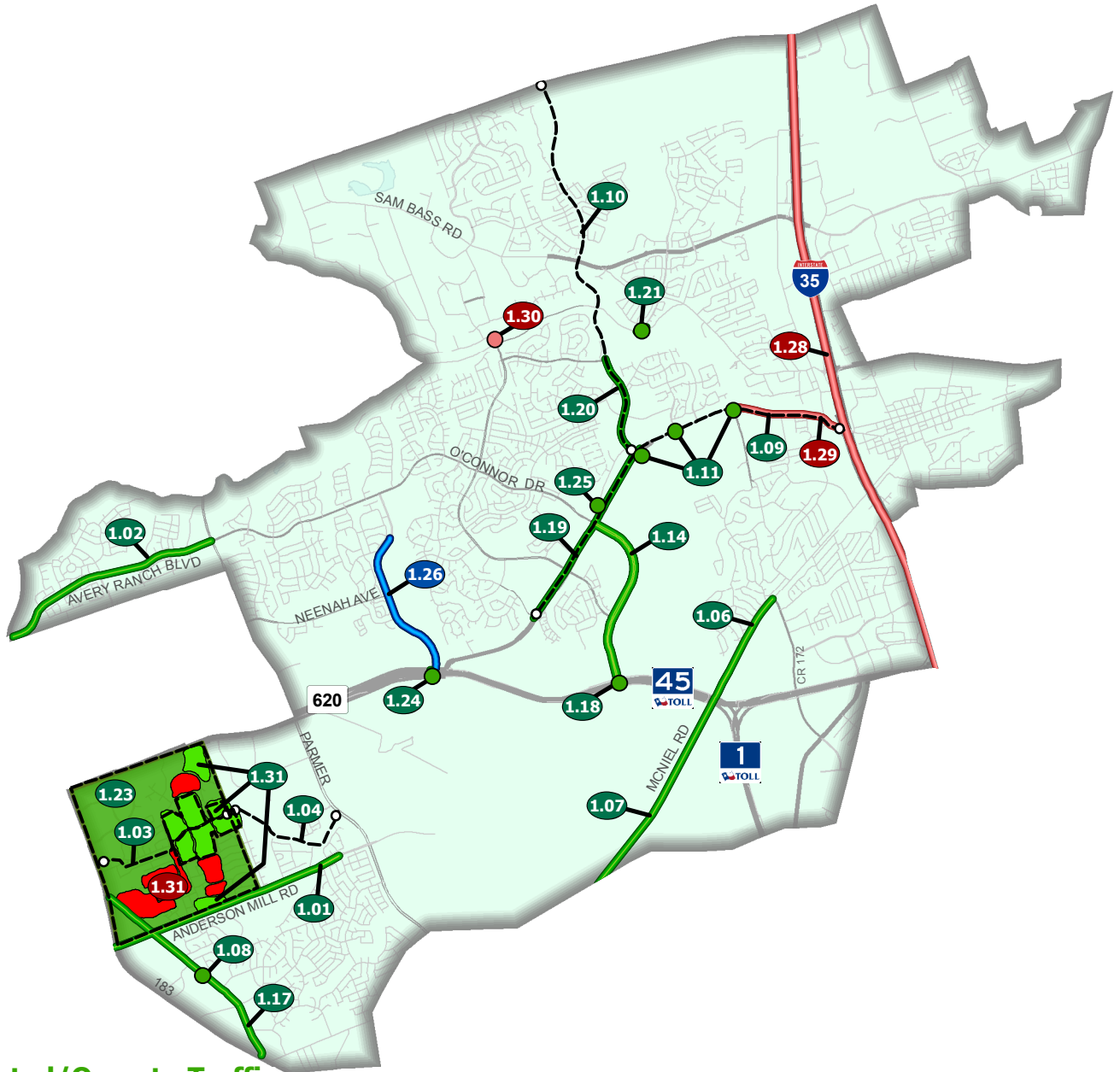
Precinct 4

- Bridge Replacements (CR 390, 406 & 427) – Nov 2002
- County Road 412 – Aug 2003
- County Road 368 and 369 – Nov 2002
- County Road 300 and 301 – Dec 2003
- County Road 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – Mar 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – Jul 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – Mar 2008
- Limmer Loop, Ph. 1C – Oct 2008
- US 79, Section 5B (PTF) – Aug 2010
- Chandler Rd, Ph. 3B – Oct 2010
- US 79, Section 5A (PTF) – May 2011
- FM1660 at Landfill Rd. – Sep 2011
- Second Street Drainage Improvements – Dec 2011
- US 79 Section 3 (PTF) – Jul 2012
- Chandler Rd, Ph. 3A – Dec 2012
- Second Street Roadway Improvements – Feb 2013
- County Road 138 – Jun 2013
- County Road 108 – Nov 2013
- County Road 170 – Feb 2015
- Multi Site Traffic Signals – Jun 2016



2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 1 - COMMISSIONER BIRKMAN



Completed/Open to Traffic

- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd. (183 to Parmer Lane)
- 1.03 Lake Creek Drainage – Phase 1 ○—○
- 1.04 Lake Creek Drainage – Phase 2 ○—○
- 1.06 McNeil Road - Phase 1
- 1.07 McNeil Road - Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility Study ○—○
- 1.10 Wyoming Springs North Study ○—○
- 1.11 RM 620 Interim Improvements – Phase 1
- 1.14 O'Connor Extension
- 1.17 Pond Springs Road
- 1.18 O'Connor Overpass at SH 45
- 1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)
- 1.20 Wyoming Springs (620 to Brightwater Blvd.)
- 1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
- 1.23 Forest North Drainage Study []
- 1.25 King of Kings Crossing
- 1.24 Pearson Ranch Underpass at SH 45/ RM 620
- 1.31 Forest North Drainage Improvements - Phase 1 []

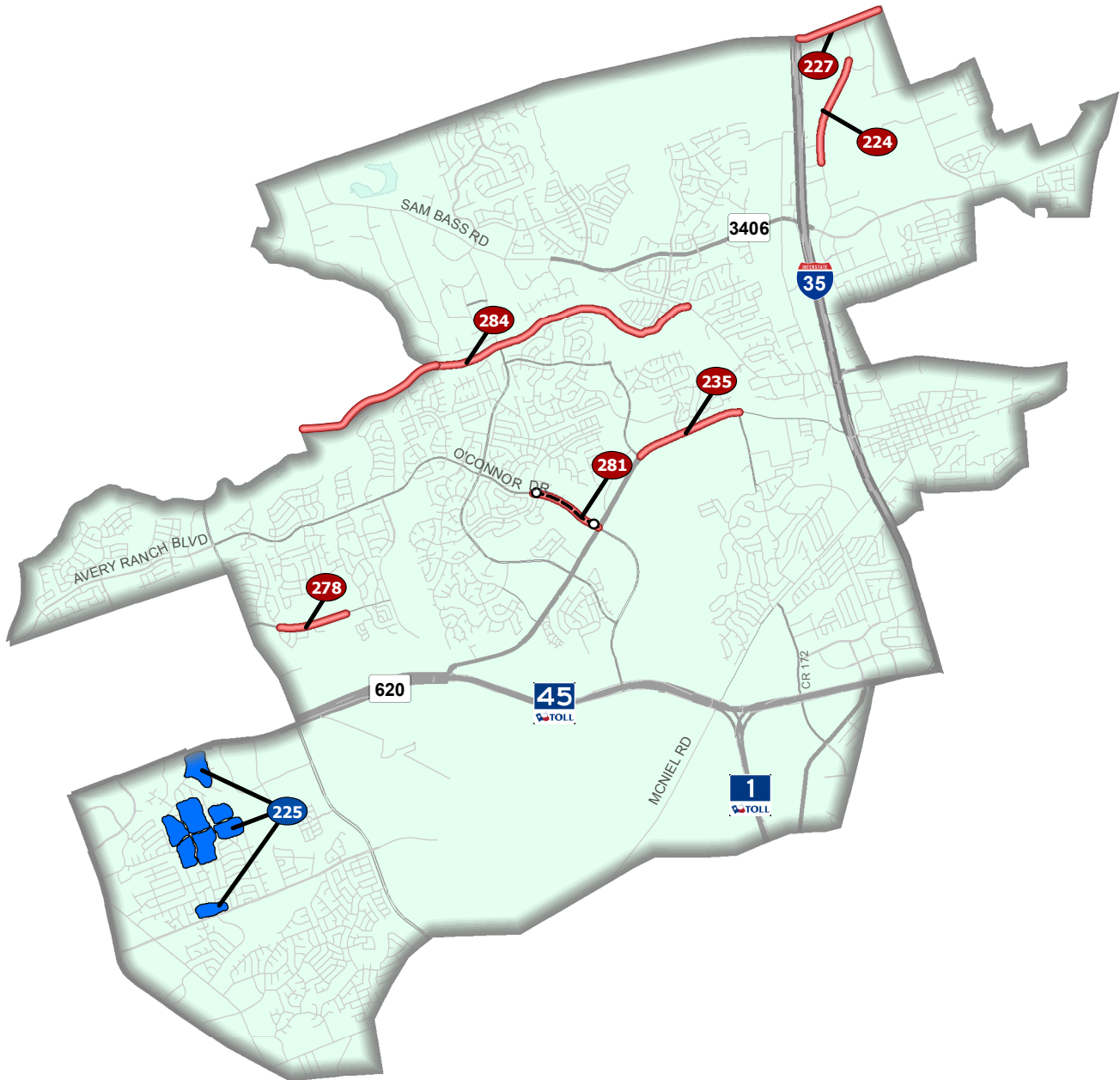
Under Construction/Bidding

- 1.26 Pearson Ranch Road

In Design

- 1.28 IH 35 Operational Analysis
- 1.29 RM 620 (IH 35 to Deep Wood Dr.)
- 1.30 Great Oaks at Brushy Creek
- 1.31 Forest North Drainage Improvements - Phase 2

2013 ROAD BOND PROGRAM PROJECTS PRECINCT 1 - COMMISSIONER BIRKMAN



Under Construction/Bidding

225 Forest North Drainage Improvements - Phase 1

In Design

224 North Mays Street Extension (La Paloma to Oakmont Dr.)

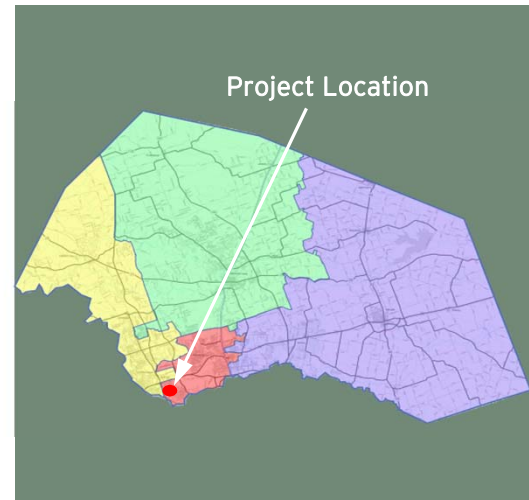
227 University Blvd Widening (IH 35 to Sunrise Rd.)

235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)

278 Neenah Avenue Widening (Olive Hill Drive to end)

281 O'Connor Drive North of RM 620 (Traffic Study) ○—○

284 Hairy Man Rd/Brushy Creek Rd Safety Improvements (Arrowhead Trail to Sam Bass Road)



Forest North Drainage Ph 1
 (Residential Drainage of the Forest North Subdivision)

Project Length: Residential Neighborhood
 Roadway Classification: Drainage Improvements

Project Schedule: August 2016 - April 2018
 Estimated Construction Cost: \$3.56 Million



AUGUST 2016 IN REVIEW

8/05/2016: The Preconstruction meeting for the project was held on Monday, 8/1/16. Notice to Proceed was issued 8/1/16 with time charges beginning 8/11/16.

8/12/2016: DeNucci Constructors submitted their 3 week look-ahead schedule with work beginning in the Tichester zone on 8/15/16.

8/19/2016: DeNucci installed erosion control and tree protection devices and began potholing for the existing City Of Austin waterlines.

8/26/2016: DeNucci installed a 30" concrete storm line and 18" concrete pipes in Tichester Court and driveway pipes for 2 driveways on Meadowheath.

9/02/2016: DeNucci began installing waterline A at the Briar Hollow/Meadowheath intersection. The Contractor completed installation of the 18" concrete pipe for sidewalks and a driveway. DeNucci began ditch grading along Meadowheath and Briar Hollow. The Contractor also formed and poured concrete for safety end treatments (SETs) and driveways on Tichester Court.



Design Engineer: K Friese and Cobb Fendley
 Contractor: DeNucci Constructors
 Construction Observation: Ryan Rivera, HNTB

Williamson County
 Road Bond Program



Forest North Drainage Ph 1
Project No. 1604-068

Original Contract Price = \$3,556,659.50

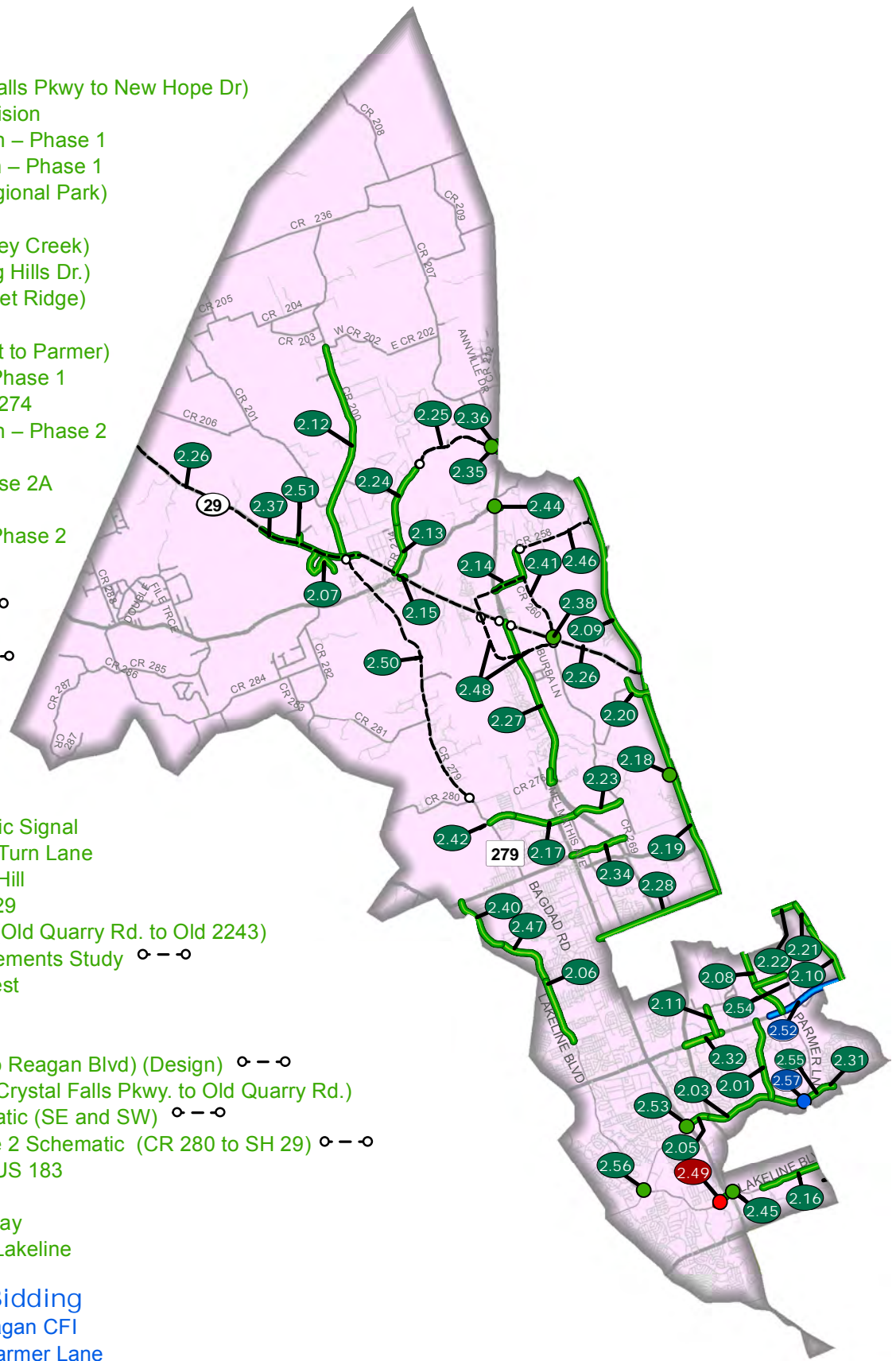
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
6/9/2016	6/28/2016	8/1/2016	8/11/2016			600	0	600	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
9/2/2016	Comments - Notice to Proceed was issued on 8/1/2016 with time charges beginning 8/11/2016.								
							Adjusted Price = \$3,556,659.50		

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 2 - COMMISSIONER LONG

Completed/Open to Traffic

- 2.01 Vista Ridge Blvd.
- 2.03 Brushy Creek Road
- 2.05 Cypress Creek Road
- 2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
- 2.07 River Bend Oaks Subdivision
- 2.08 Ronald W. Reagan South – Phase 1
- 2.09 Ronald W. Reagan North – Phase 1
- 2.10 CR 175 (RM 1431 to Regional Park)
- 2.11 CR 185
- 2.12 CR 200 (CR 201 to Lackey Creek)
- 2.13 CR 214 (SH 29 to Rolling Hills Dr.)
- 2.14 CR 258 (US 183 to Sunset Ridge)
- 2.15 RM 1869 at SH 29
- 2.16 Lakeline Blvd. (Lyndhurst to Parmer)
- 2.17 San Gabriel Parkway – Phase 1
- 2.18 US 183 Widening at CR 274
- 2.19 Ronald W. Reagan South – Phase 2
- 2.20 Kauffman Loop
- 2.21 CR 175 Extension – Phase 2A
- 2.22 CR 179
- 2.23 San Gabriel Parkway – Phase 2
- 2.24 CR 214 – Phase 2A
- 2.25 CR 214 – Phase 2B Schematic
- 2.26 SH 29 Improvements Study & Schematic
- 2.27 US 183 (PTF)
- 2.28 CR 272
- 2.31 Brushy Creek Road
- 2.32 RM 1431
- 2.34 Hero Way
- 2.35 US 183 at FM 3405 Traffic Signal
- 2.36 US 183 at FM 3405 Left Turn Lane
- 2.37 SH 29 TWLTL in Liberty Hill
- 2.38 CR 260 / CR 266 at SH 29
- 2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
- 2.41 Seward Junction Improvements Study
- 2.42 San Gabriel Parkway West
- 2.44 US 183 at RM 1869
- 2.45 Lakeline Blvd. at US 183
- 2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design)
- 2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
- 2.48 Seward Junction Schematic (SE and SW)
- 2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29)
- 2.53 Cypress Creek Road at US 183
- 2.54 CR 272 Overlay
- 2.55 Brushy Creek East Overlay
- 2.56 Cypress Creek Road at Lakeline



Under Construction / Bidding

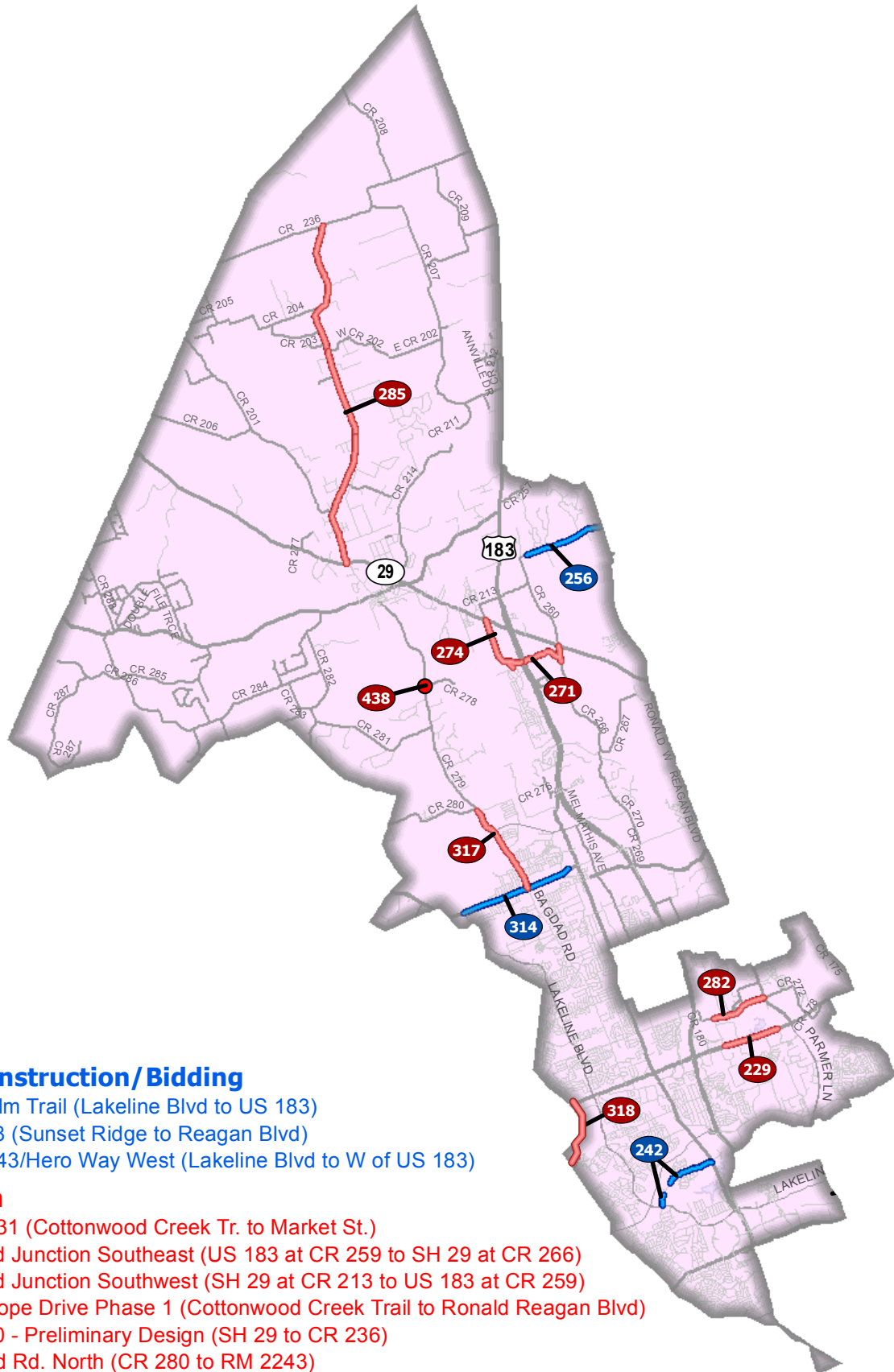
- 2.52 RM 1431 at Parmer/ Reagan CFI
- 2.57 Brushy Creek Road at Parmer Lane

In Design

- 2.49 Lakeline Blvd. Right Turn Lanes

2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 2 - COMMISSIONER LONG

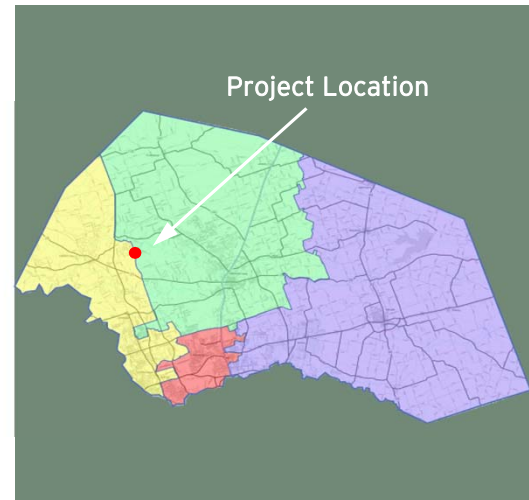


Under Construction/Bidding

- 242 Little Elm Trail (Lakeline Blvd to US 183)
- 256 CR 258 (Sunset Ridge to Reagan Blvd)
- 314 Old 2243/Hero Way West (Lakeline Blvd to W of US 183)

In Design

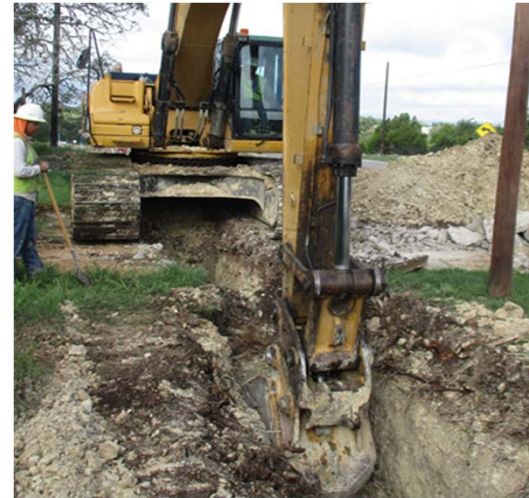
- 229 RM 1431 (Cottonwood Creek Tr. to Market St.)
- 271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
- 274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
- 282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Blvd)
- 285 CR 200 - Preliminary Design (SH 29 to CR 236)
- 317 Bagdad Rd. North (CR 280 to RM 2243)
- 318 Anderson Mill Rd. (RM 1431 to Lime Creek, Zeppelin Dr. to Cypress Creek)
- 438 Bagdad Road at CR 278



CR 258
 (Sunset Ridge to Ronald Reagan Blvd.)

Project Length: 1.75 Miles
 Roadway Classification: Suburban Collector

Project Schedule: June 2016 - July 2017
 Estimated Construction Cost: \$5.8 Million



AUGUST 2016 IN REVIEW

8/05/2016: Utility relocations are ongoing (PEC and AT&T). Chasco continues excavating and embanking to subgrade for the proposed eastbound lanes between Private Road 907 to the east end of the project. Chasco is excavating and installing the new water line along the south side of the project. The Contractor cleared the trees for Mr. Tucker’s proposed driveway. Time charges begin on 8/8/16.

8/12/2016: Chasco continues to excavate and embank to subgrade for the proposed eastbound lanes. The Contractor continues installing the new water line along the south side of the project. Chasco is excavating and installing four 5’x3’ concrete box culverts under the eastbound lanes at Culvert 1.

8/26/2016: Utility relocations are ongoing (PEC and AT&T). The City of Georgetown has scheduled a water shutoff on 8/31/16 between the hours of 9 AM and 6 PM for a portion of the new water line at the west end of the project.

9/02/2016: Chasco continued to install the water line at the west end of the project. The Contractor also installed a crossing and began installing the water line along the north side of the project. Subcontractor Bryant and Frey set up for the bore under Ronald Reagan to start on 9/2/16.



Design Engineer: Civil Engineering Consultants/Cobb Fendley
 Contractor: Chasco Constructors
 Construction Observation: Steven Shull, HNTB

Williamson County
 Road Bond Program



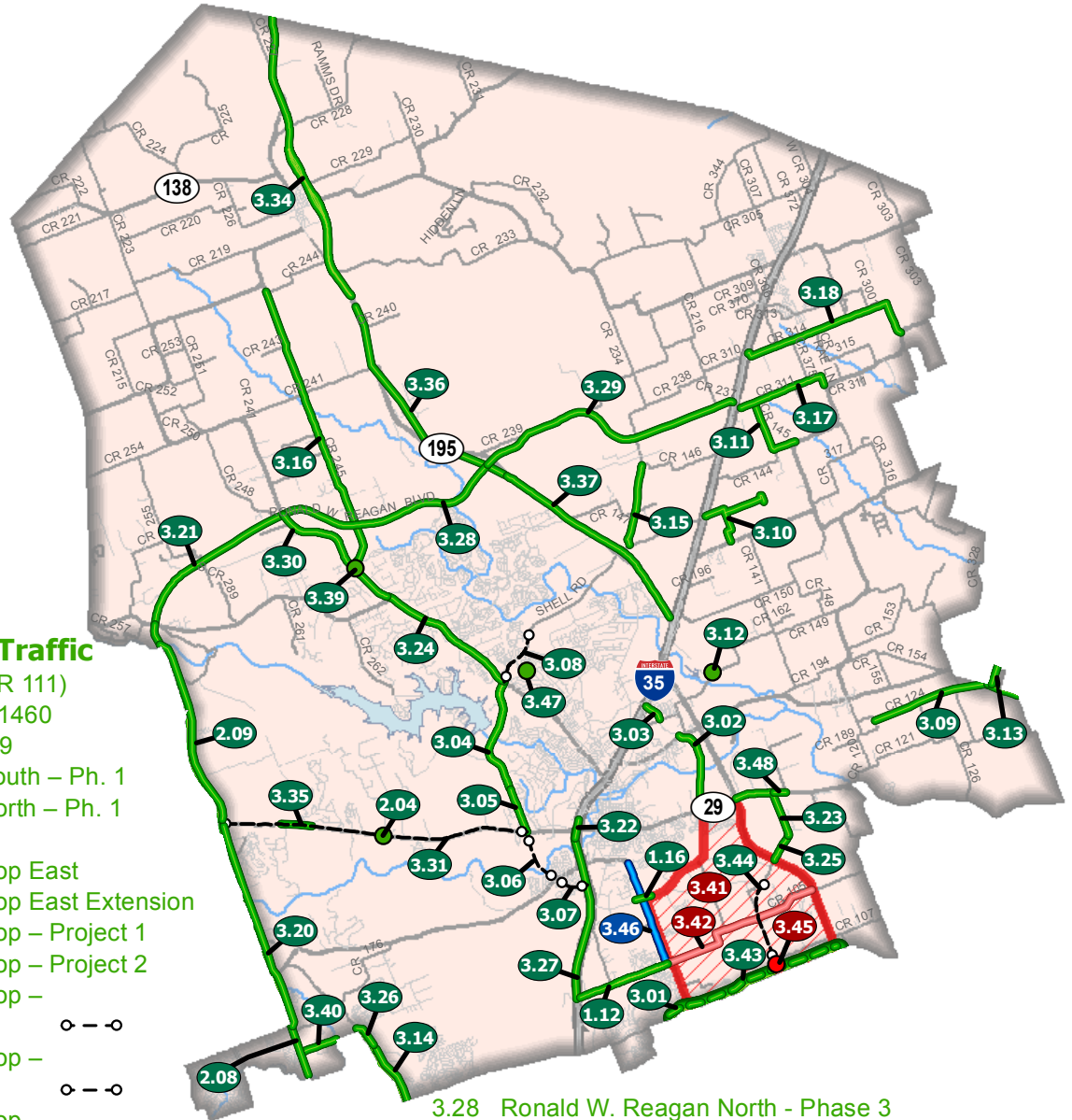
CR 258 (Sunset Ridge to Ronald Reagan North)
Project No. 1603-062

Original Contract Price = \$5,808,856.58

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
4/20/2016	3/25/2016	7/29/2016	8/8/2016			360	0	360	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	7/1/2016	7/31/2016	0	\$204,692.63	\$204,692.63	\$22,743.63	\$22,743.63	4	0
2	8/8/2016	8/31/2016	24	\$647,625.15	\$852,317.78	\$94,701.98	\$117,445.61	17	7
								Adjusted Price = \$5,808,856.58	

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 3 - COMMISSIONER COVEY



Completed/Open to Traffic

- 1.12 Westinghouse Rd. (CR 111)
- 1.16 SE Inner Loop at FM 1460
- 2.04 Cedar Hollow at SH 29
- 2.08 Ronald W. Reagan South – Ph. 1
- 2.09 Ronald W. Reagan North – Ph. 1
- 3.01 FM 1460 to CR 110
- 3.02 Georgetown Inner Loop East
- 3.03 Georgetown Inner Loop East Extension
- 3.04 Georgetown Inner Loop – Project 1
- 3.05 Georgetown Inner Loop – Project 2
- 3.06 Georgetown Inner Loop – Project 3 Study ○ - - ○
- 3.07 Georgetown Inner Loop – Project 4 Study ○ - - ○
- 3.08 Georgetown Inner Loop – Project 5 Study ○ - - ○
- 3.09 CR 124
- 3.10 CR 142
- 3.11 CR 145
- 3.12 CR 152 Bridge Replacement
- 3.13 CR 157
- 3.14 CR 175
- 3.15 CR 234
- 3.16 CR 245
- 3.17 CR 311
- 3.18 CR 314
- 3.20 Ronald W. Reagan South - Phase 2
- 3.21 Ronald W. Reagan North - Phase 2
- 3.22 IH-35 at SH 29 Turnarounds (PTF)
- 3.48 SH 29 Widening - 12" Water Main Relocation
- 3.23 SH 29/CR 104 – Phase 1
- 3.24 Williams Drive (RM 2338)
- 3.25 CR 104 – Phase 2
- 3.26 CR 175 Extension - Phase 2A
- 3.27 IH 35 Northbound Frontage Rd. and Ramps

- 3.28 Ronald W. Reagan North - Phase 3
- 3.29 Ronald W. Reagan North - Phase 4
- 3.30 RM 2338 (PTF)
- 3.31 SH 29 Improvements Study & Schematic ○ - - ○
- 3.34 SH 195 Project 1
- 3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
- 3.36 SH 195 Project 2
- 3.37 SH 195 Project 3
- 3.39 CR 245 Realignment
- 3.40 CR 179
- 3.43 University Blvd. (Chandler Rd) Expansion (PS&E)
- 3.44 CR 110 North ○ - - ○
(North of CR 107 to North of Sam Houston) (Design)
- 3.47 Madrid Drive Extension

Under Construction/Bidding

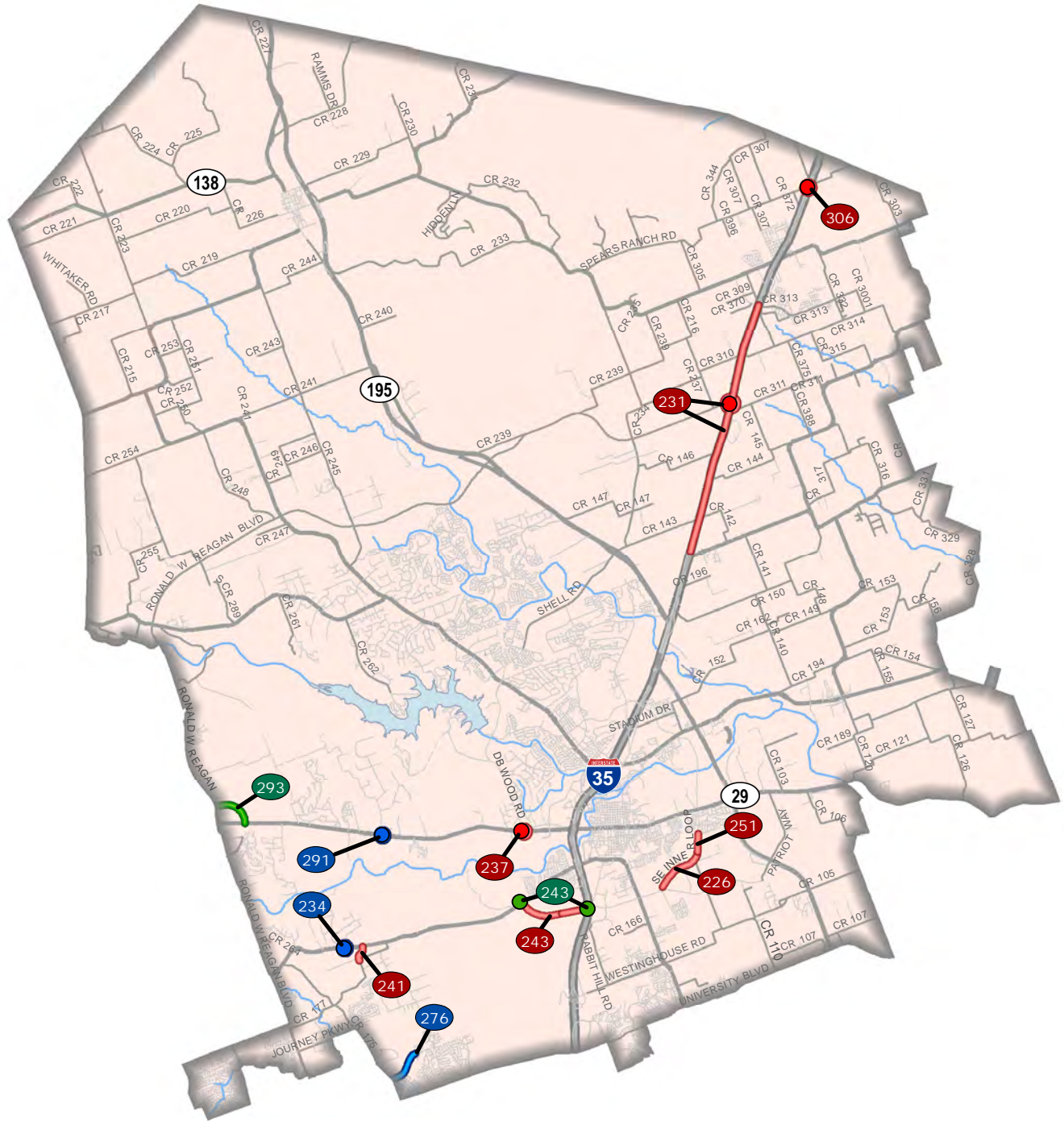
- 3.46 FM 1460 North

In Design

- 3.41 CR 110 / Arterial A Study
- 3.42 CR 111 / CR 105 Westinghouse Rd.
(FM 1460 to SH 130)
- 3.45 CR 110 Middle (North of Limmer Loop to CR 107)

2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 3 - COMMISSIONER COVEY



Completed/ Open to Traffic

- 243 Southwest Bypass Driveways
- 293 Kauffman Loop Phase 1
(NE quadrant of Reagan at SH 29)

Under Construction/Bidding

- 234 RM 2243 At Escalera Parkway
- 276 Arterial H Extension Phase 1
(CR 175 to Massey Way)
- 291 SH 29 At Cedar Hollow

In Design

- 226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
- 231 Ronald Reagan at IH 35 (Bridge Replacement)
- 231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
- 237 DB Wood At SH 29
- 241 CR 176 at RM 2243 (Safety Improvements)
- 243 Southwest Bypass (RM 2243 to IH 35)
- 251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
- 306 CR 305 At IH 35 - Design (Bridge Replacement)

**CR 245 Realignment
Project No. 15IFB102**

Original Contract Price = \$589,829.11

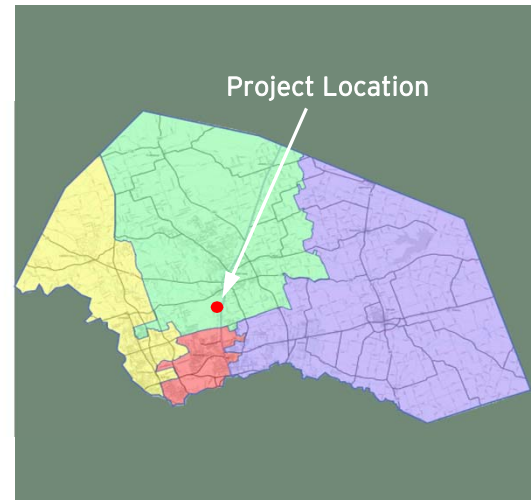
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
2/18/2015	3/11/2015	4/10/2015	4/22/2015	9/26/2015		150	0	150	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	4/20/2015	5/31/2015	42	\$37,176.75	\$37,176.75	\$4,130.75	\$4,130.75	7	28
2	6/1/2015	10/6/2015	128	\$418,332.94	\$455,509.69	\$50,612.19	\$54,742.94	82	113
3	10/7/2015	6/24/2016	0	\$62,633.56	\$518,143.25	\$57,571.47	\$112,314.41	102	113

9/2/2016 Comments - The Balancing Change Order is with the Contractor for signature.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	10/20/2015	29,428.53	29,428.53

4B: Third Party Accommodation. Third party requested work. This Change Order adds a new Contract item to compensate the Contractor for installing a Pressure Reducing Valve (PRV) on the proposed 6 inch waterline, as required by the City of Georgetown. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable)(Item 9). The existing waterline was in a different location than shown on the plans, which allowed the Contractor to tie into the line at the new location, reducing the contract quantity of new waterline required to be installed.

Adjusted Price = \$619,257.64



Southwest Bypass Driveways
(IH 35 and RM 2243 ends of future Southwest Bypass)

Project Length: .031 miles
Roadway Classification: Driveway Approaches and Collector

Project Schedule: May 2016 - July 2016
Estimated Construction Cost: \$0.3 Million



AUGUST 2016 IN REVIEW

8/05/2016: Subcontractor Wheeler (APAC/Old Castle) completed placing the one course surface treatment on the IH 35 portion of the project.

8/12/2016: The sign subcontractor placed permanent signs at the IH 35 project.

8/19/2016: The sign subcontractor placed permanent signs at the FM 2243 project.

9/02/2016: Substantial Completion was granted 8/5/16.



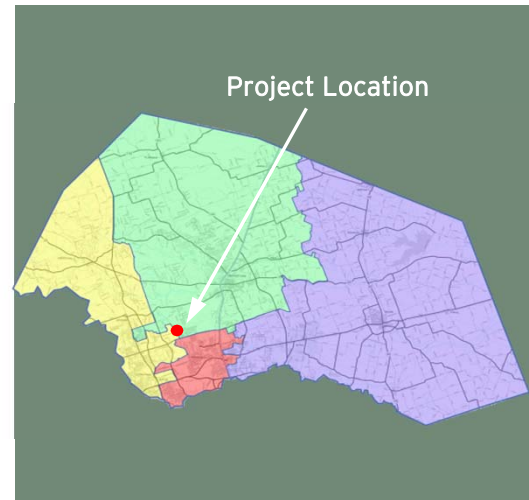
Design Engineer: HDR
Contractor: Smith Contracting
Construction Observation:
Ryan Rivera, HNTB

Williamson County
Road Bond Program

**Southwest Bypass Driveways
Project No. 1512-043**

Original Contract Price = \$289,981.90

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
2/17/2016	3/22/2016	5/2/2016	5/12/2016	8/5/2016		65	0	65	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	5/12/2016	5/31/2016	20	\$73,370.25	\$73,370.25	\$8,152.25	\$8,152.25	28	31
2	6/1/2016	7/8/2016	38	\$90,405.90	\$163,776.15	\$10,045.10	\$18,197.35	63	89
3	7/9/2016	8/5/2016	28	\$58,873.05	\$222,649.20	\$6,541.45	\$24,738.80	85	132
9/2/2016	Comments - Substantial Completion was granted on 8/5/2016.								
						Adjusted Price =		\$289,981.90	



Arterial H
 (Sam Bass Rd to existing Arterial H)

Project Length: .83 Miles
 Roadway Classification: Minor Arterial

Project Schedule: July 2016 - January 2017
 Estimated Construction Cost: \$3.2 Million



AUGUST 2016 IN REVIEW

8/05/2016: Patin is excavating and installing the 18" water line along the north side of the roadway.

8/12/2016: Patin continues the excavation and installation of the 18" water line along the north side of the roadway.

8/19/2016: Patin continues the excavation and installation of the 18" water line along the north side of the roadway.

8/26/2016: Patin continues the excavation and installation of the 18" water line along the north side of the roadway.

9/02/2016: Patin tied in the water line at the west end of the project and testing will follow beginning 9/5/16.



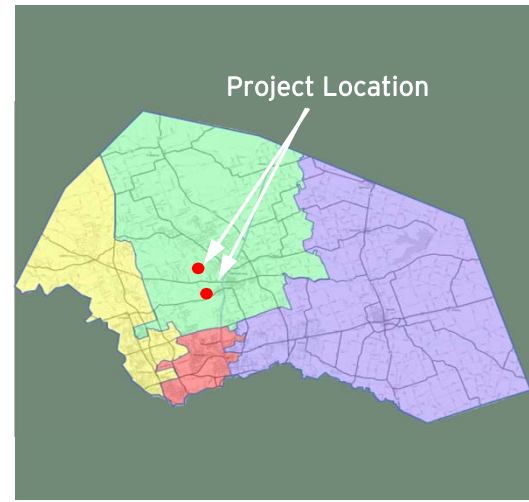
Design Engineer: Randall Jones
 Contractor: Patin Construction
 Construction Observation:
 Steven Shull, HNTB

Williamson County
 Road Bond Program

Arterial H Phase 1 (Sam Bass Rd to existing Arterial H)
Project No. 1603-064

Original Contract Price = \$3,210,934.80

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
4/20/2016	5/25/2016					180	0	180	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	6/1/2016	6/30/2016	0	\$134,198.10	\$134,198.10	\$14,910.90	\$14,910.90	5	0
2	7/1/2016	7/31/2016	0	\$182,746.89	\$316,944.99	\$35,216.11	\$50,127.01	11	0
3	8/1/2016	8/31/2016	0	\$93,893.40	\$410,838.39	\$10,432.60	\$60,559.61	15	0
						Adjusted Price = \$3,210,934.80			



RM 2243 at Escalera and SH 29 at Cedar Hollow RTLs

Project Length: Right Turn Lanes (.24 miles)
 Roadway Classification: Rural Arterial

Project Schedule: June 2016 - November 2016
 Estimated Construction Cost: \$0.36 Million



AUGUST 2016 IN REVIEW

8/05/2016: Aaron Concrete finished the flex base on SH 29 and Cedar Hollow, and applied prime coat to both turn lane sites. The Contractor placed topsoil at both locations.

8/12/2016: Aaron Concrete paved both turn lanes, finished topsoil and installed signs. The Contractor also seeded and installed soil retention blankets.

8/26/2016: Aaron Concrete striped the turn lane at RM 2243 and Escalera and opened to traffic. The turn lane at SH 29 and Cedar Hollow will remain closed until TxDOT paves the surface asphalt through their contract.

9/02/2016: Aaron Concrete requested substantial completion effective 8/29/2016. The punchlist items remain.



Design Engineer: Seiler Lankes and KC Engineering
 Contractor: Aaron Concrete Contractors
 Construction Observation: David Boone, HNTB

Williamson County
 Road Bond Program



RM 2243 at Escalera and SH 29 at Cedar Hollow RTLs
Project No. 1604-067

Original Contract Price = \$355,279.00

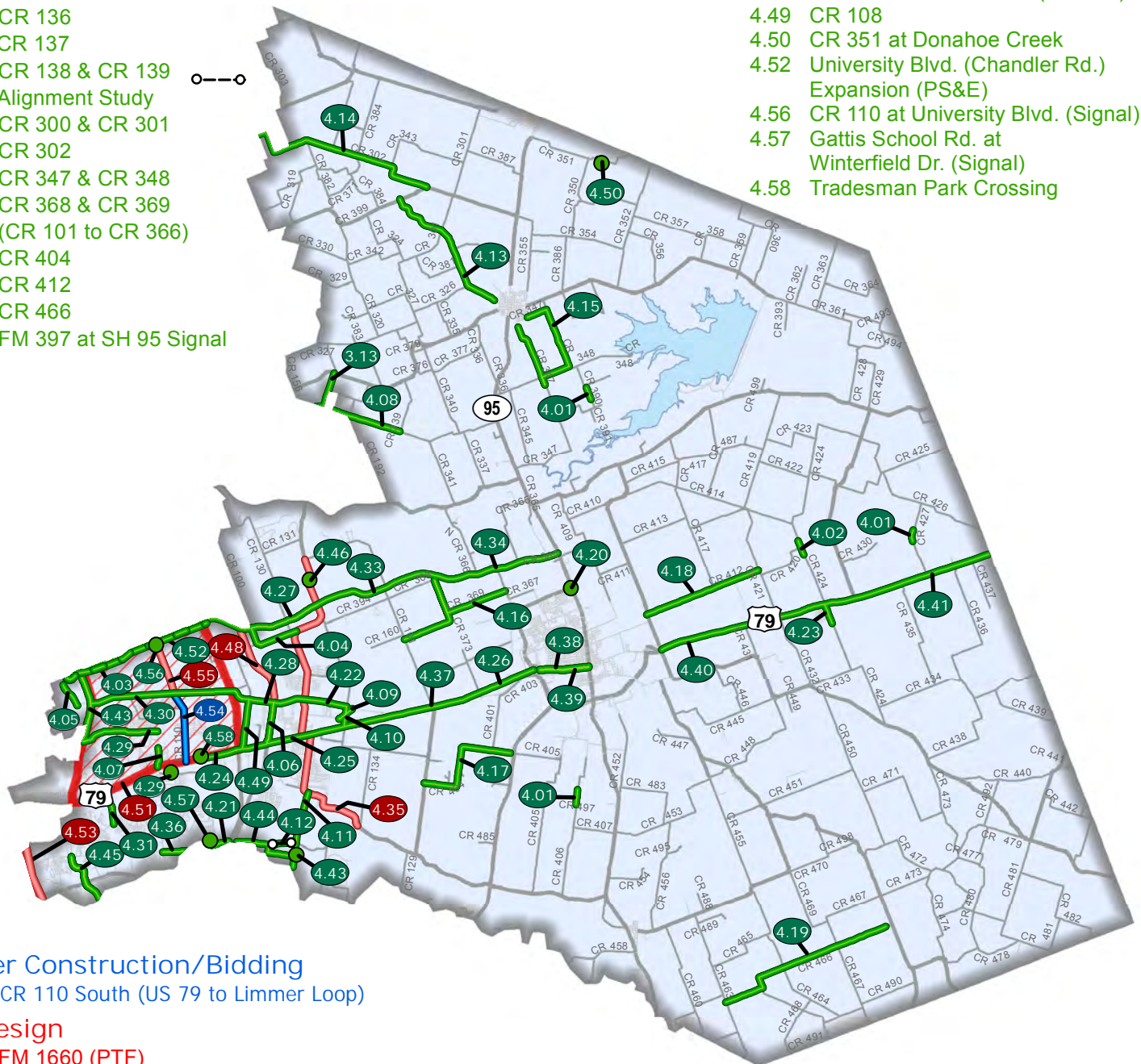
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
5/25/2016	6/7/2016	6/25/2016	7/5/2016	8/29/2016		120	0	120	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	7/5/2016	7/31/2016	27	\$140,772.28	\$140,772.28	\$15,641.36	\$15,641.36	44.0255799	23
9/2/2016	Comments -	Substantial Completion was granted 8/29/2016.							
							Adjusted Price =	\$355,279.00	

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 4 - COMMISSIONER MORRISON

Completed/Open to Traffic

- | | | |
|--|------------------------------------|--|
| 3.13 CR 157 | 4.21 Gattis School Rd. ROW | 4.33 Chandler Rd. – Phase 3A |
| 4.01 Bridge Replacements Phase 1
(CR 390, 406, 427) | 4.22 Limmer Loop – Phase 1A | 4.34 Chandler Rd. – Phase 3B |
| 4.02 CR 424 Bridge Replacement | 4.23 Thrall School Zone | 4.36 Gattis School Road |
| 4.03 Chandler Rd. – Phase 1 | 4.24 US 79 – Section 1 | 4.37 US 79 - Section 3 (PTF) |
| 4.04 CR 100 | 4.25 US 79 – Section 2 | 4.38 2nd Street Improvements |
| 4.05 CR 112 – Phase 1 | 4.26 US 79 – Section 3A | 4.39 2nd Street Drainage Improvements |
| 4.06 CR 119 | 4.27 Chandler Rd. – Phase 2 | 4.40 US 79 Section 5A (PTF) |
| 4.07 CR 122 at US 79 | 4.28 Limmer Loop – Phase 1B | 4.41 US 79 Section 5B (PTF) |
| 4.08 CR 124 | 4.29 CR 113 / Old Settlers Blvd. | 4.43 FM 1460 Section 2 |
| 4.09 CR 132 | 4.30 Limmer Loop – Phase 1C | 4.44 CR 138 |
| 4.10 CR 136 | 4.31 Kenney Fort Boulevard – Phs 1 | 4.45 CR 170 |
| 4.11 CR 137 | | 4.46 FM 1660 at Landfill Rd. (CR 128) |
| 4.12 CR 138 & CR 139
Alignment Study | | 4.49 CR 108 |
| 4.13 CR 300 & CR 301 | | 4.50 CR 351 at Donahoe Creek |
| 4.14 CR 302 | | 4.52 University Blvd. (Chandler Rd.)
Expansion (PS&E) |
| 4.15 CR 347 & CR 348 | | 4.56 CR 110 at University Blvd. (Signal) |
| 4.16 CR 368 & CR 369
(CR 101 to CR 366) | | 4.57 Gattis School Rd. at
Winterfield Dr. (Signal) |
| 4.17 CR 404 | | 4.58 Tradesman Park Crossing |
| 4.18 CR 412 | | |
| 4.19 CR 466 | | |
| 4.20 FM 397 at SH 95 Signal | | |



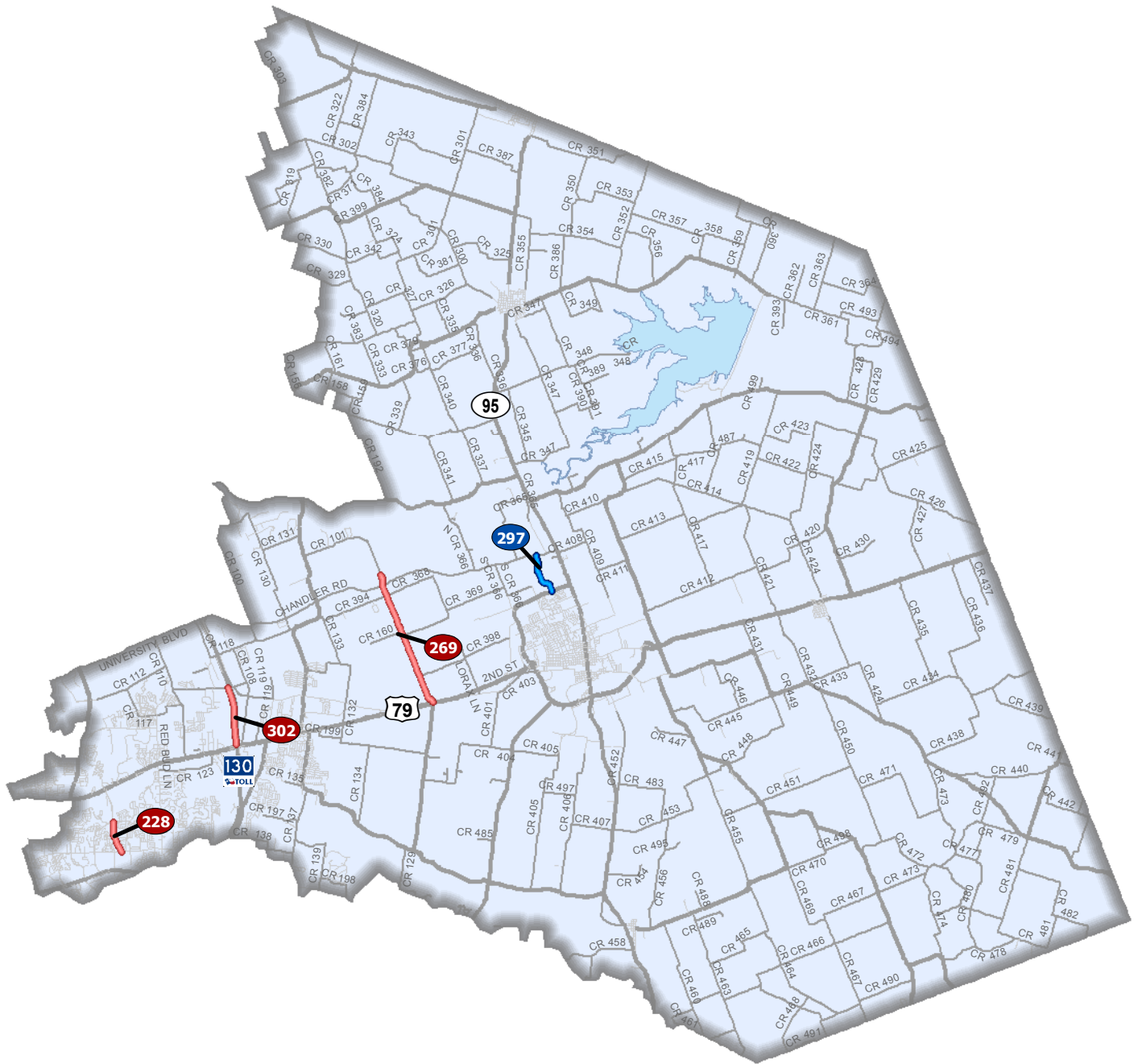
Under Construction/Bidding

- 4.54 CR 110 South (US 79 to Limmer Loop)

In Design

- 4.35 FM 1660 (PTF)
- 4.48 CR 119
- 4.51 CR 110/ Arterial A Study Area
- 4.53 IH 35 Operational Analysis
- 4.55 CR 110 Middle (North of Limmer Loop to CR 107)

2013 ROAD BOND PROGRAM PROJECTS PRECINCT 4 - COMMISSIONER MORRISON



Under Construction/Bidding

297 Bill Pickett Trail (Carlos Parker Blvd to Chandler Road)

In Design

228 Kenney Fort Blvd. Ph. 1 (Forest Creek Blvd. to Gattis School Rd.)

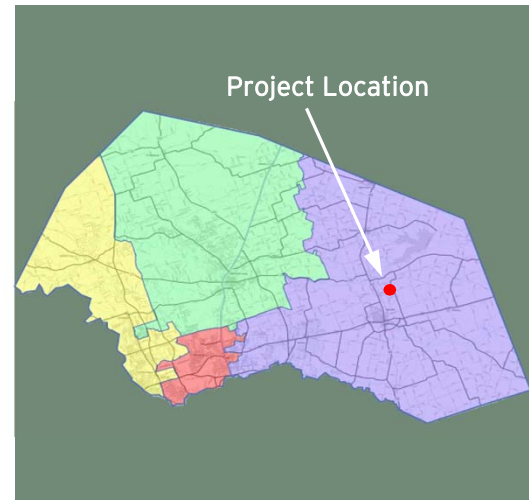
269 CR 101 (US 79 to North of Chandler Rd.)

302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop)

Multi Site Traffic Signals (CR 110 at Univ, Gattis School Rd at Winterfield)
Project No. 1512-036

Original Contract Price = \$328,802.95

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
2/3/2016	2/16/2016	3/11/2016	3/21/2016	6/24/2016		90	0	90	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	3/21/2016	4/30/2016	41	\$23,553.00	\$23,553.00	\$2,617.00	\$2,617.00	8	46
2	5/1/2016	5/31/2016	31	\$35,329.50	\$58,882.50	\$3,925.50	\$6,542.50	20	80
3	6/1/2016	6/24/2016	24	\$195,889.50	\$254,772.00	\$21,765.50	\$28,308.00	86	107
9/2/2016	Comments - Substantial Completion was granted 6/24/2016.								
						Adjusted Price =		\$328,802.95	



Bill Pickett Trail
 (East Williamson County Access Road)

Project Length: 1.4 Miles
 Roadway Classification: Minor Arterial

Project Schedule: May 2016 - August 2016
 Estimated Construction Cost: \$3.8 Million



AUGUST 2016 IN REVIEW

8/05/2016: Cox Commercial Construction placed 2nd course flex base from Northpark Blvd to the school driveway and on the school driveway. The Contractor also placed geogrid and 1st course flex base from the school driveway to the proposed event center driveway. Subcontractor Ranger Excavation finished the 8" of salvaged base for subgrade on Bill Pickett. Subcontractor Greater Austin Development poured the Abutment 1 and 3 caps and Bent 2 columns for the Turkey Creek Bridge.

8/12/2016: Cox continued placing geogrid and 1st course flex base from the school driveway past the proposed event center driveway. Subcontractor Greater Austin poured the Abutment 1 and 3 backwalls and the Bent 2 concrete cap for the Turkey Creek Bridge. The subcontractor placed the concrete ribbon curb at the school driveway and the south end of the project. Subcontractor Roadway Specialties installed rock riprap at the bridge slopes.

8/26/2016: Cox continued laying base.

9/02/2016: Cox continued laying base south of the Turkey Creek Bridge.



Design Engineer: K. Frieze
 Contractor: Cox Commercial Construction
 Construction Observation: David Boone, HNTB

Williamson County
 Road Bond Program



PRIME STRATEGIES, INC.

**Bill Pickett Trail (East Williamson County Access Road)
Project No. 1601-045**

Original Contract Price = \$3,806,133.30

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
3/16/2016	4/5/2016	5/2/2016	5/12/2016			100	0	100

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	5/12/2016	5/31/2016	20	\$643,105.80	\$643,105.80	\$71,456.20	\$71,456.20	19%	20
2	6/1/2016	6/30/2016	30	\$268,272.41	\$911,378.21	\$29,808.05	\$101,264.25	27%	50
3	7/1/2016	7/31/2016	31	\$378,390.33	\$1,289,768.54	\$42,043.37	\$143,307.62	38%	81

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	6/7/2016	-85.80	-85.80

3K: This Change Order adds Select Fill material to be used in lieu of Lime Treated Subgrade. This change requires adjustments to the earthwork quantities and deletes the lime related items from the Contract.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	8/9/2016	3,305.00	3,219.20

3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order adds a new contract item to change the Type C SAC A PG 76-22 surface asphalt to Type D SAC B PG 70-22 surface asphalt which provides a cost savings to the County. 1A: Design Error or Omission. Incorrect PS&E. This Change Order adds asphalt quantity for the school driveway to account for a 4" thickness rather than 2" inadvertently included in the plans. 6B: Untimely ROW/Utilities. Right of Way not clear (County responsible for ROW). Thirty days are being added for delays associated in acquiring Right of Way.

Adjusted Price = \$3,809,352.50

Commissioners Court - Regular Session

29.

Meeting Date: 09/20/2016

CR 110 South Oncor Joint Utility Agreement

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Utility Reimbursement Agreement and Utility Joint Use Agreement with Oncor Electric for utility adjustments on CR 110 South, a Road Bond Project in Commissioner Pct 4.

Background

Oncor Electric has existing facilities, which are in conflict with the proposed construction. The reimbursement and joint use agreement allows them to remove existing facilities (78 poles) that are in conflict with the proposed roadway and install new facilities in the proposed right of way. The County will reimburse Oncor Electric \$256,399.28 for the installation of 103 new electric poles with approximately 14,574 linear feet of electric conductor and ancillaries. This relocation is 69.23% reimbursable. The total anticipated reimbursement to Oncor by the County is \$256,399.28, which is 69.23% of the total eligible costs of \$370,358.63. The total eligible costs do not include betterments, because those costs are paid for by the Utility Owner.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[CR 110S Oncor Joint Utility Agreement](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 09/13/2016

Reviewed By

Wendy Coco

Date

09/13/2016 04:33 PM

Started On: 09/12/2016 01:53 PM

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 7th day of July, 2016, by and between Oncor Electric Delivery LLC (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain proposed to install 103 poles, 14,574 linear feet of conductor and ancillaries, remove 78 poles, 13,435 linear feet overhead conductor and ancillaries. (herein called Facilities).

WHEREAS, County desires to construct proposed CR 110: SH 79 to Limmer Loop. (Hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- Oncor relocation consist of: Installing 103 poles, 14,574 linear feet of conductor and ancillaries, removing 78 poles, 13,435 linear feet overhead conductor and ancillaries.
- County will reimburse Utility for Engineering Services, Inspection Services and Internal cost only.
- Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.
2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.
3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Estimated 103 of poles along with apparatus defined as Work = \$732,223.47

County agrees to bear 100% of the eligible costs incurred by utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.
5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.
6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.
7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.
8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.
9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment “A”)
3. Utility’s Schedule of Work and Estimated Date of Completion (Attachment “B”)
4. Eligibility Ratio (Attachment “C”)

5. Betterment Calculation and Estimates (Attachment “D”)
6. Proof of Property Interest – ROW-U-1A (Attachment “E”)
7. Wilco-U-80A – Joint Use Agreement (Attachment “F”)

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILITY

Utility: Oncor Electric Delivery
Name of Utility

By: 
Authorized Signature

Terry Brehm
Print or Type Name

Title: Director of Distribution Engineering

Date: 7/7/16

WILLIAMSON COUNTY

By: _____
Authorized Signature

Dan A. Gattis
Print or Type Name

Title: Williamson County Judge

Date: _____



Electric Delivery LLC

ONCOR Project: 3285901
District: NA
County: Williamson
Federal Proj. No.: NA
ROW CSJ No.: NA
County Road No.: 110 (south)
From: SH 79
To: Limmer Loop
Eligibility Ratio 69.23%

Attachment "A"
Summary Estimate

Contractors Expense	200,903.48	
Vouchers	41,061.00	
Materials	296,435.13	✓
subtotal 1 :		538,399.61
Construction Overhead		193,823.86 ✓
subtotal 2 :		732,223.47
OED Tax Expense		0.00
subtotal 3 :		732,223.47 ✓
Total Charged to Project		732,223.47
Salvage Material		0.00
Net Estimated Cost		732,223.47
Less Betterment	49.42%	361,864.84 ✓
Estimated Cost		370,358.63
Eligibility Ratio	69.23%	256,399.28 ✓



Electric Delivery LLC

ONCOR Project: 3285901
District: NA
County: Williamson
Federal Proj. No.: NA
ROW CSJ No.: NA
County Road No.: 110 (south)
From: SH 79
To: Limmer Loop
Eligibility Ratio 69.23%

Attachment "B"
Utility Schedule of Work and Estimated Date of Completion

Estimated
Start Date *

November 28, 2016

Estimated
Number of
Days
For
Completion

working days, does not
include holidays, does not
include weekends.

140 total days,
includes weekends,
(7 days per week)
does not include holidays,

Estimated
Completion
Date **

March 31, 2017

* Start date is based on receipt of signed County contract and acquired Road R.O.W.

** Completion date is for construction phase only. This period does not include time allotment to capture trailing charges needed for project invoicing. Removal of existing poles in the new road ROW is contingent on all foreign pole contacts being removed in an expeditious manner.

Note: In the event that it becomes necessary, and/or at County's request, Oncor will ask if crews will work 7 days per week (their volitional option and does not include holidays) in order to facilitate getting the project done as quickly as possible. This will increase the labor costs. O.E.D. will work with County in the event that a Supplemental Agreement is necessary if the costs exceed 25%.



Electric Delivery LLC

ONCOR Project: 3285901
District: NA
County: Williamson
Federal Proj. No.: NA
ROW CSJ No.: NA
County Road No.: 110 (south)
From: SH 79
To: Limmer Loop
Eligibility Ratio 69.23%

Attachment "C"
Eligibility Ratio

Federal Utility Procedure (FUP)

All utility adjustments are eligible for reimbursement by County projects. The necessity for, and justification of, Interstate adjustments depends on whether the existing facilities need to be adjusted to accommodate the highway and are in the best interests of the public.

X

State Utility Procedure (SUP)

Utility adjustments on Federal-aid (non-interstate), Off-System, State, and FM highway, County projects require a determination of eligibility. The justification for cost participation depends on whether the existing facilities have real or compensable property rights, in addition to the need to be adjusted to accommodate the highway and are in the best interests of the public. In situations where eligibility is less than 100%, approval of the eligibility ratio will be required.

* This Procedure to be used on County Projects



Electric Delivery LLC

Eligibility Ratio Worksheet

ONCOR Project: 3285901
 TXDOT U-NO.: NA
 District: NA
 County: Williamson
 Federal Proj. No.: NA
 ROW CSJ No.: NA
 Highway No.: County Road 110 South
 From: US Hwy 79
 To: Limmer Loop
 Eligibility Ratio: 69.23%

Pole Count

<u>Poles Removed, Covered by Private Easement, PUE</u>	<u>54</u>
Total Poles Removed, in ROW and Private	<u>78</u>

Sheet 1 $\frac{8}{11}$ _____

Sheet 2 $\frac{9}{9}$ _____

Sheet 3 $\frac{7}{7}$ _____

Sheet 4 $\frac{11}{11}$ _____

Sheet 5 $\frac{8}{8}$ _____

Sheet 6 $\frac{3}{13}$ _____

Sheet 7 $\frac{4}{14}$ _____

Sheet 8 $\frac{4}{5}$ _____

Sheet 9 _____

Sheet 10 _____



Electric Delivery LLC

ONCOR Project: 3285901
 District: NA
 County: Williamson
 Federal Proj. No.: NA
 ROW CSJ No.: NA
 County Road No.: 110 (south)
 From: SH 79
 To: Limmer Loop
 Eligibility Ratio: 69.23%

Attachment "D"
Betterment Calculation and Estimates

Forced Betterments

Forced betterments, also known as non-elective betterments, are those necessitated by transportation project construction. This type is usually a reimbursable cost item. These items must be properly documented by the utility and include: (1) non-stocked items that are uneconomical to purchase; (2) items to comply with governmental laws and ordinances; (3) appropriate regulatory commission codes; (4) published, current design practices regularly followed by the utility in its own work; (5) installment of replacements of equivalent standard, although not identical; (6) betterments for which there are direct benefits to, and/or are required for, the transportation project.

County cost participation is based on the cost of providing the most economical replacement facility or restoration of functionally equivalent service to the facility being replaced.

Note: Forced Betterment will make the contract have an Eligibility Ratio and a Reimbursement Ratio

X Elective Betterments

The costs of elective betterment items are ineligible for County participation. Such elective betterments should be depicted on the plan as part of the work proposed.

No Betterments

There is no betterment involved in this utility adjustment.

A (Replacement in Kind) = \$50,898.00
 B (Cost with Betterment) = \$100,627.00

$B - A = X, \$100,627.00 - \$50,898.00 = \$49,729.00$

$X = \$49,729.00$

$\frac{X}{B} = \text{Elective Betterment Credit Percentage, } \frac{\$49,729.00}{\$100,627.00} = 49.42\%$

Existing Conductor - 1/0acsr (Non Standard Conductor)
 Replacement in Kind - 4/0acsr
 Betterment Replacement - 795aac



Electric Delivery LLC

ONCOR Project:	3285901
District:	NA
County:	Williamson
Federal Proj. No.:	NA
ROW CSJ No.:	NA
County Road No.:	110 (south)
From:	SH 79
To:	Limmer Loop
Eligibility Ratio	69.23%

Attachment "E"

Proof of Property Interest

Utility Joint Use Agreement 80A

Agreement No: WC-JUA-UTILITY-CR 110 – Oncor Electric Delivery LLC

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

County: Williamson
Road Location: CR 110:
From: SH 79 to Limmer Loop

WHEREAS, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

WHEREAS, Oncor Electric Delivery Company LLC, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the ___ day of _____, 2016, or on location sketches attached hereto except as provided below;

NOW, THEREFORE, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner: Oncor Electric Delivery LLC
Utility Name

By Terry Brehm
Terry Brehm

Title: Director of Distribution Engineering

Date: 7/7/16

Williamson County

By _____
Authorized Signature

Title: Williamson County Judge

Date: _____

Commissioners Court - Regular Session

30.

Meeting Date: 09/20/2016

1601-045 Bill Pickett Trail Change Order No 4

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. 4 in the amount of -\$24,873.50 for Bill Pickett Trail (East Williamson County Park Access Road), a Road Bond Project in Commissioner Pct. 4.

Background

This Change Order replaces Contract items 316-6005 (Tier II Asphalt) and 316-6193 (Type D Grade 5 Sac B Aggregate) with a Hot-Applied Non-Tracking Underseal (Item 316-6465). This is a substitution for a traditional underseal and eliminates the need for aggregate in the application process for a cost savings to the County. Item 316-6465 for the underseal is a new item added to the Contract and the negotiated unit rate is within the acceptable tolerance of the published TxDOT average unit rates.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

1601-045 Bill Pickett Trail CO No 4

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 09/13/2016

Reviewed By

Wendy Coco

Date

09/13/2016 04:33 PM

Started On: 09/12/2016 02:13 PM

RECEIVED
SEP 09 2016
BY: PSI

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4

Received

SEP 09 2016

HNTB Corporation
Round Rock

Received

SEP 12 2016

HNTB Corporation
Round Rock

- 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:	<u>1601-045</u>
Roadway:	<u>Bill Pickett Trail</u>
CSJ Number:	<u>1601-045</u>

5. Describe the work being revised:

3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order replaces the Tier II Asphalt and Type D Grade 5 Sac B Aggregate in the contract with a Hot-Applied Non-Tracking Underseal (TFT-H). This is a substitution for a traditional underseal and eliminates the need for aggregate in the application process. No additional days will be added due to this change order.

- 6. Work to be performed in accordance with Items: 300, 316
- 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).

<p><i>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.</i></p> <p>THE CONTRACTOR Date <u>8/30/16</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>DARREN OKRUTLIK</u></p> <p>Typed/Printed Title <u>SR. U.P.</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>(\$24,873.50)</u></p>
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RECOMMENDED FOR EXECUTION:

[Signature] P.E. 9/9/16
Project Manager Date

N/A
Design Engineer Date

[Signature] 9/9/2016
Program Manager Date

Design Engineer's Seal:

N/A

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: 4

Project # 1601-045

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
316-6005	ASPHALT (TIER II)	GAL	\$3.00	8,424.00	\$25,272.00	(8,424.00)	0.00	\$0.00	(\$25,272.00)
316-6193	AGGR TY D GR 5 SAC B)	CY	\$150.000	225.00	\$33,750.00	(225.00)	0.00	\$0.00	(\$33,750.00)
316-6465	ASPH (TFT-H)	GAL	\$5.570	0.00	\$0.00	5,750.00	5,750.00	\$32,027.50	\$32,027.50
500-9999	MOBILZATION FOR AUSTIN MATERIALS	EA	\$2,121.00	0.00	\$0.00	1.00	1.00	\$2,121.00	\$2,121.00
TOTALS					\$59,022.00			\$34,148.50	(\$24,873.50)

CHANGE ORDER REASON(S) CODE CHART

<p>1. Design Error or Omission</p>	<p>1A. Incorrect PS&E 1B. Other</p>
<p>2. Differing Site Conditions (unforeseeable)</p>	<p>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</p>
<p>3. County Convenience</p>	<p>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</p>
<p>4. Third Party Accommodation</p>	<p>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</p>
<p>5. Contractor Convenience</p>	<p>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</p>
<p>6. Untimely ROW/Utilities</p>	<p>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</p>

Williamson County Road Bond Program

**Bill Pickett Trail
Williamson County Project No. 1601-045**

Change Order No. 04

Reason for Change

This Change Order replaces Contract items 316-6005 (Tier II Asphalt) and 316-6193 (Type D Grade 5 Sac B Aggregate) with a Hot-Applied Non-Tracking Underseal (TFT-H). This is a substitution for a traditional underseal and eliminates the need for aggregate in the application process. Item 316-6465 for the underseal is a new item added to the Contract and the negotiated unit rate is within the acceptable tolerance of the published TxDOT average unit rates.

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

ITEM	DESCRIPTION	QTY	UNIT
0316-6465	ASPH (TFT-H)	5750	GAL

This Change Order results in a net decrease of \$24,873.50 to the Contract amount, for an adjusted Contract total of \$3,682,274.62. The original Contract amount was \$3,806,133.30. As a result of this and all Change Orders to-date, \$123,858.68 has been deducted from the Contract, resulting in a 3.3% net reduction in the Contract cost. No additional days have been added due to this change order.

HNTB Corporation

James Klotz, P.E.

PROJECT: BILL PICKETT TRAIL
 ITEM NUMBER/DESC.: TFT-H UNDERSEAL
 ESTIMATED QUANTITY: 5750 GAL
 Date Prepared: 7/25/2016

ITEM DESCRIPTION	QTY	UNIT COSTS						TOTAL COSTS				
		UNIT	LABOR	EQUIP	MATERIAL	SUBCT.	O.T.Factor	LABOR	EQUIP	MATERIAL	SUBCT.	MISC.
LABOR	#											
MATERIAL												
EQUIPMENT												
SUBCONTRACT												
TFT-H UNDERSEAL	5750	GAL				\$ 5.25					\$ 30,187.50	
MOBILIZATION	1.00	EA				\$ 2,000.00					\$ 2,000.00	
TOTALS								\$ -	\$ -	\$ -	\$ 32,187.50	\$ -

TOTAL LABOR \$ -
 TOTAL MATERIAL \$ -
 TOTAL SUBCONTRACT \$ 32,187.50
 TOTAL EQUIPMENT \$ -
 MARKUPS
 LABOR BURDENS \$ - @ 55% \$ -
 LABOR MARK-UP \$ - @ 25% \$ -
 MATERIAL MARK-UP \$ - @ 25% \$ -
 EQUIPMENT MARK-UP \$ - @ 15% \$ -
 SUBCONTRACT MARK-UP \$ 5.25 / 2000 @ 5% \$.2625 / 100
 PERFORMANCE BOND \$ 5.5125 / 2100 @ 1% \$.0551 / 21
 TOTAL QUANTITY 5750 GAL
 UNIT COST \$ / GAL

5.25
 .2625
 + .0551

 5.5676 =

2000
 100
 21

 2121

5.57
 x 5750

 32,027.50 + 2121 = 34,148.50



AUSTIN MATERIALS

9020 N Capital Texas
 Highway
 Bldg. II, Suite 250
 Office (512) 251-3713
 Fax (512) 251-3709

To: Cox Commercial	Contact: Darren Okruhlik
Address: 1901 Ranch Road 620 N, Suite 104 Austin, TX 78734	Phone: (512) 222-1114 Cell: (512) 848-4446
Project Name: Williamson County-Bill Picket Trail	Project Number:
Project Location: Bill Pickett Trail	Bid Date: 3/16/2016

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Misc.-Tack	Hot Applied Underseal	5,750.00	GAL	\$5.25	\$ 30,187.50
				\$	-
				\$	-
				Total Bid Price:	\$ 30,187.50

- We hereby submit an estimate for the following scope of Work for the project listed above. All scope of work includes labor, material, and equipment based upon applicable Plans and Specifications provided. Austin Materials will carry General Liability and Workers Compensation Insurance as indicated by Project Specifications.
- Quantities indicated above are based on plan quantities provided in the revised plans and are for estimating total cost only. Quantities to be paid will be based upon actual quantity of material placed in accordance with the unit prices indicated above.
- Any alteration and/or deviation from the above specifications involving extra costs must be in writing and will be considered a Change Order.
- Pricing as indicated above includes Five (5) Mobilizations to complete the Work. Additional mobilizations beyond the mobilization indicated, shall be paid at \$2,000 per mobilization.
- Excludes: Testing; Barricades and traffic control; Flaggers; Police Officers; Arrow or Message Boards; Lane Closures; Permits & Fees; Signage; Wheel Stops; Striping and pavement markings; Temporary striping; Installation or Removal of tabs; Demolition of pavement; Adjustments to Utilities/Manholes/Valves; Protection of drainage systems; Erosion control; Installation or removal of safety slopes; Earthwork; and Concrete Work.
- Acceptance Terms: Change Order Pricing for an existing contract. Original Subcontract Terms and Conditions Apply except as noted above.
- Scheduling of Work: Following the acceptance terms above, please allow a minimum of Two (2) weeks notice to ensure enough advance notice to provide required resources for this work.

<p>ACCEPTED:</p> <p>The above prices, specifications, and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>Austin Materials</p> <p>Authorized Signature: _____</p> <p>Estimator: Nick Groves (512) 709-5969 nick.groves@austinmaterials.com</p>
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2. Underseal

An underseal is essentially a one-course surface treatment (that is, a conventional Item 316 seal coat) that will soon be covered by a new pavement layer. The primary function of an underseal is to prevent the intrusion of surface water into underlying layers. The underseal also enhances the bond with the subsequent pavement layer. There may also be some benefit associated with delayed reflection cracking and preventing the movement of subsurface moisture into the surface layer.

Underseals are used on top all types of surfaces: existing hot-mix asphalt concrete (HMAC), PCC, and aggregate bases. The most common use is to apply an underseal to seal off cracks in an existing pavement prior to an HMAC overlay.

Hot-Applied Non-Tracking Underseal

The hot applied non-tracking underseal functions as a conventional underseal (seals and bonds); however, given its unique asphalt properties (the binder used can harden quickly), it does not require any aggregate to protect the asphalt membrane from pickup.

References:

<http://d2dtl5nnlpfr0r.cloudfront.net/tti.tamu.edu/documents/0-4391-S.pdf>

http://onlinemanuals.txdot.gov/txdotmanuals/pdm/pavement_surface_preparation.htm

<http://www.depts.ttu.edu/techmrtweb/Reports/Products/0-5169-P4.pdf>

<http://static.tti.tamu.edu/conferences/tsc14/presentations/materials-1/peterson.pdf>

**

More to the Story

While prime coats and underseals are measured and paid as discrete items, tack coats are subsidiary items and are not typically paid for directly. Sounds easy enough, right? If you think so, I have some beachfront property in South Dakota I'd like to sell you!

- 1) At least for now (March 2016), to specify and pay for a *Hot-Applied Non-Tracking Underseal*, you need to use a plan note for Item 316 and then reference the Special Specification entitled, "Polymer-Modified Asphalt Cement Non-Tracking **Tack Coat** – Hot Applied."

The Construction Division is working on getting a special specification and bid item specifically for a Hot-Applied Non-Tracking Underseal, but until then please follow the blind note in the master general notes. A Tier II asphalt is strongly advised, as a Tier III has bleeding tendencies and a Tier I is not needed (as this will not be a surface course).

Special Provision to Item 300 Asphalts, Oils, and Emulsions



Item 300, "Asphalts, Oils, and Emulsions," of the Standard Specifications, is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 300.2.2., "Polymer-Modified Asphalt Cement," Table 3 is supplemented by the following:

Table 3
Polymer-Modified Asphalt Cement Non-Tracking Tack Coat – Hot Applied

Property	Test Procedure	Polymer-Modified Viscosity Grade	
		TFT-H	
		Min	Max
Viscosity, 275°F, cP	T 316	-	3000
Penetration, 77°F, 100 g, 5 sec.	T 49	-	25
Softening Point, °F	T 53	170	-
Dynamic shear, $G^*/\sin \delta$, 82°C, 10 rad/s, kPa	T 315	1.0	-
Flash Point, C.O.C., °F	T 48	425	-
Track Free Time ¹ , minutes	Test Strip	-	2

1. Spray a test strip of tack coat at a location on or near the project as directed. Allow the strip to cure for the maximum time specified. Drive over the test strip with equipment to simulate the effect of paving equipment. There should be no evidence tracking or picking up of the tack coat on the wheels of the equipment.

AVERAGE LOW BID UNIT PRICE - CONSTRUCTION - AUSTIN DISTRICT

316 6465	ASPH (TFT - H)	GAL		9,240.000	4.00000	1
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AVERAGE LOW BID UNIT PRICE - CONSTRUCTION – STATEWIDE

316 6465	ASPH (TFT - H)	GAL		9,240.000	4.00000	1
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Commissioners Court - Regular Session

31.

Meeting Date: 09/20/2016

Supplemental Agreement No 2 for North Campus

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 a Supplemental Agreement No. 2 to Agreement for Architectural and Engineering Services between Williamson County and BLGY, Inc. for civil drawing revisions required to describe add-alternates for the Williamson County North Campus Project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

SA #2 to Agreement for Arch. & Eng. Serv

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 09/15/2016

Reviewed By

Wendy Coco

Date

09/15/2016 10:59 AM

Started On: 09/15/2016 10:46 AM

SUPPLEMENTAL AGREEMENT NO. 2 TO
AGREEMENT FOR ARCHITECTURAL AND
ENGINEERING SERVICES

WILLIAMSON COUNTY NORTH CAMPUS PROJECT (“Project”)

This Supplemental Agreement No. 2 to Agreement for Architectural and Engineering Services (“Supplemental Agreement No. 2”) is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and BLDG, Inc. (the “A/E”).

RECITALS

WHEREAS, the County and the A/E previously executed an Agreement for Architectural and Engineering Services (the “Agreement”), dated effective November 12, 2015, wherein A/E agreed to perform certain professional architectural and engineering services in connection with the Williamson County North Campus Project (“Project”);

WHEREAS, in June of 2016, County and the A/E executed a Supplemental Agreement No. 1 to Agreement for Architectural and Engineering Services in order to add the additional services of geological assessment, design, oversight, sampling and reporting of the Underground Storage Tank (UST) System Removal at the Project, which is a Texas Commission on Environmental Quality (TCEQ) Petroleum Storage Tank (PST) Facility ID No. 67343; and for the design and installation oversight of the Liquefied Petroleum Gas (LPG) propane tank relocation for the Project;

WHEREAS, the late addition of four design alternates for the Project will now require additional civil engineering services and a time extension of ten (10) days to the Design Development Phase services (sometimes referred to herein as the “Additional Services”);

WHEREAS, Section III of the Agreement requires the parties to execute a contract modification for the performance of Additional Services not specifically described as Basic Services in the Agreement;

WHEREAS, this Supplemental Agreement No. 2 provides a description of the scope of Additional Services that are necessary, the time extension to allow for the performance of the Additional Services and the Additional Services compensation for A/E’s professional services; and

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

AGREEMENT

NOW, THEREFORE, premises considered, the County and the A/E agree that the Agreement

is supplemented, amended and modified as follows:

I. Scope of Additional Services and Fee

A/E hereby agrees to provide the Additional Services in Exhibit "A", Scope of Additional Services and Fee, which is attached hereto and incorporated herein by reference. A/E further agrees to accept the not-to-exceed Additional Services fee set forth in the attached Exhibit "A". The method and rates used for such not-to-exceed Additional Services fee are set forth in Exhibit "C" of the Agreement.

II. Schedule

A/E will commence performance of the Additional Services immediately upon receipt of County's notice to proceed and shall perform the Additional Services within ten (10) thereof. Thus, the schedule for Design Development related services, which is set forth in Exhibit "D" of the Agreement, shall be increased from 90 days to 100 days.

III. Terms of Agreement Control and Extent of Supplemental Agreement No. 2

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments or supplements thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

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

A/E:

COUNTY:

BLGY, Inc.

Williamson County, Texas

By:  _____

By: _____

Printed Name: Mark Brown

Printed Name: _____

Title: Vice President, BLGY

Title: _____

Date: July 1, 2016

Date: _____, 20____

Exhibit "A"
Scope of Additional Services and Fee

Add Alt No.	Scope Description	Sheets Affected	Fee
1	Remove all paving, grading, water and electrical utilities serving Building a from Base Bid and include as Add Alt 1	3, 6, 39, 41, 44, 47, 50, 54, 55	\$ 2 ,946.00
2	Remove all paving, grading, water and a portion of storm drain serving Building b from Base Bid and include as Add Alt 2	3, 6, 39, 41, 44, 47, 50, 51, 54,	\$ 2 ,495.00
3	Remove all paving and finished grading from Base Bid and include as Add Alt 3. Provide interim grading plan in this area as part of Base Bid. Provide new final grading inset on SH 54 .	3, 5, 6, 39, 41, 51, 53, 54 (new inset from 53)	\$ 3 ,100.00
4	Show Building f as Add Alt 4. Paving limits are to remain unchanged. If the structural slab is to be moved from the Base Bid, then interim grading in the area of the building footprint is to be provided.	3, 5	\$ 1,293.00
	Project administration fee (\$168.77 * 2)		\$ 337.54
	<u>Project Designer II administration fee (\$147.26 * 7)</u>		<u>\$ 1,030.82</u>
	TOTAL NOT-TO-EXCEED AMOUNT:		\$11,202.36

ADDITIONAL SERVICES CONFIRMATION

To: Mr. Mark Brown Architect/Vice President BLGY, Inc.	Date: June 15, 2016
From: John Teague, PE	AVO: 31358
Email: jteague@halff.com	Project: Williamson County – North Campus Facility
VIA: email	

As per our discussion on June 23, 2016, additional services are being requested to prepare plan revisions for the subject site. The following additional services will be provided:

Plan Revision for Add-Alternatives 1-4: Half Associates will prepare plan revisions as outlined in the table below for the North Campus Facility site development drawings.

Add Alt No.	Scope Description	Sheets Affected	Fee
1	Remove all paving, grading, water and electrical utilities serving Building a from Base Bid and include as Add Alt 1	3, 6, 39, 41, 44, 47, 50, 54, 55	\$ 2,946.00
2	Remove all paving, grading, water and a portion of storm drain serving Building b from Base Bid and include as Add Alt 2	3, 6, 39, 41, 44, 47, 50, 51, 54,	\$ 2,495.00
3	Remove all paving and finished grading from Base Bid and include as Add Alt 3. Provide interim grading plan in this area as part of Base Bid. Provide new final grading inset on SH 54.	3, 5, 6, 39, 41, 51, 53, 54 (new inset from 53)	\$ 3,100.00
4	Show Building f as Add Alt 4. Paving limits are to remain unchanged. If the structural slab is to be moved from the Base Bid, then intermin grading in the area of the building footprint is to be provided.	3, 5	\$ 1,293.00

TOTAL FEE:..... **\$9,834.00**

The fee noted above shall be considered a lump sum fee. This scope and fee is an addendum to the contract dated November 17, 2015 between Half Associates, Inc. and BLGY, Inc. Our services will be invoiced based on the schedule outlined in the prime contract.

Upon execution, this proposal shall become a part of the previously executed agreement noted above. Please sign and date below and return a copy to me (fax or scan is acceptable). If you have any questions or require additional information please do not hesitate to e-mail or call me at 512-777-4580.

By: _____

(Print name)

Title: _____

Signature: _____

Date: _____

COPIES:

File
 Owner
 Contractor
 Other:

ADDITIONAL SERVICES FEE ESTIMATE

PROJECT TASK	PRINCIPAL	CIVIL LEAD/ PROJECT MANAGER	SENIOR PROF. ENGR. (PE)	MID PROF. ENGR (PE)	JUNIOR PROF. ENGR. (PE)	EIT	CADD/GIS TECH	RPLS	SURVEY TECH	2-MAN SURVEY CREW	DESIGNATING 1 MAN CREW	DESIGNATING 2 MAN CREW	SUE MANAGER	SUE FIELD MANAGER	ADMIN/ CLERICAL	TOTAL
ADDITIONAL SERVICES FOR ADD ALT PREPARATION																
A. ADD ALT 1		3.0		6.0		2.0	11.0									\$2,946.00
B. ADD ALT 2		4.0		5.0		2.0	6.0								1.0	\$2,495.00
C. ADD ALT 3		2.0		6.0		2.0	11.0									\$3,100.00
D. ADD ALT 4		0.5		3.0		3.0	4.0									\$1,293.00
TOTAL Estimated Fee																\$9,834.00
HOURLY RATES	\$275.00	\$224.00	\$208.00	\$155.00	\$110.00	\$100.00	\$104.00	\$155.00	\$115.00	\$140.00	\$70.00	\$140.00	\$130.00	\$115.00	\$68.00	

Commissioners Court - Regular Session

32.

Meeting Date: 09/20/2016

SA 3 for North Campus

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 a Supplemental Agreement No.3 to Agreement for Architectural and Engineering Services between Williamson County and BLGY, Inc. for civil drawing revisions required to delete a wireless communications bay from the plans and drawings for the Williamson County North Campus Project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

SA #3 to Agreement for Architectural & Eng. Serv

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 09/15/2016

Reviewed By

Wendy Coco

Date

09/15/2016 10:59 AM

Started On: 09/15/2016 10:53 AM

SUPPLEMENTAL AGREEMENT NO. 3 TO
AGREEMENT FOR ARCHITECTURAL AND
ENGINEERING SERVICES

WILLIAMSON COUNTY NORTH CAMPUS PROJECT (“Project”)

This Supplemental Agreement No. 3 to Agreement for Architectural and Engineering Services (“Supplemental Agreement No. 3”) is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and BLGY, Inc. (the “A/E”).

RECITALS

WHEREAS, the County and the A/E previously executed an Agreement for Architectural and Engineering Services (the “Agreement”), dated effective November 12, 2015, wherein A/E agreed to perform certain professional architectural and engineering services in connection with the Williamson County North Campus Project (“Project”);

WHEREAS, in June of 2016, County and the A/E executed a Supplemental Agreement No. 1 to Agreement for Architectural and Engineering Services in order to add the additional services of geological assessment, design, oversight, sampling and reporting of the Underground Storage Tank (UST) System Removal at the Project, which is a Texas Commission on Environmental Quality (TCEQ) Petroleum Storage Tank (PST) Facility ID No. 67343; and for the design and installation oversight of the Liquefied Petroleum Gas (LPG) propane tank relocation for the Project;

WHEREAS, following the above mentioned Supplemental Agreement No. 1, County and the A/E executed a Supplemental Agreement No. 2 to Agreement for Architectural and Engineering Services in order to add the additional services that consisted of four design alternates for the Project required additional civil engineering services and a time extension of ten (10) days to the Design Development Phase services;

WHEREAS, County now desires to delete one of the wireless communications bays that currently appears in the Project’s plans and drawings that have been prepared by A/E and, in order to do so, the A/E will need to provide additional architectural and engineering services to modify the existing plans and drawings;

WHEREAS, Section III of the Agreement requires the parties to execute a contract modification for the performance of Additional Services not specifically described as Basic Services in the Agreement;

WHEREAS, this Supplemental No. 3 sets forth the scope of the Additional Services and the Additional Services compensation for A/E’s professional services; and

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in

accordance with the Agreement.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the A/E agree that the Agreement is supplemented, amended and modified as follows:

I. Scope of Additional Services and Fee

In order to obtain Project cost savings, the County desires to delete one of the wireless communications bays that currently appears in the Project’s plans and drawings that have been prepared by A/E and, in order to do so, the A/E agrees to provide additional architectural and engineering services to modify the existing plans and drawings (referred to herein as the “Additional Services”). A/E hereby agrees to provide the Additional Services for the not-to-exceed Additional Services fee of \$11,952.16. The method and rates used for such not-to-exceed Additional Services fee are set forth in Exhibit “C” of the Agreement.

II. Terms of Agreement Control and Extent of Supplemental Agreement No. 3

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments or supplements thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the County and the A/E have executed this Supplemental Agreement No. 3, in duplicate, to be effective as of the date of the last party’s execution below.

A/E:

COUNTY:

BLGY, Inc.

Williamson County, Texas

By: 

By: _____

Printed Name: MARK BROWN

Printed Name: _____

Title: VICE PRESIDENT

Title: _____

Date: 8/3, 2016

Date: _____, 20____

Commissioners Court - Regular Session

33.

Meeting Date: 09/20/2016

Discuss consider and take appropriate action regarding selection and funding of Roadway 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
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Attachments

Corridor Study

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 09/14/2016

Reviewed By

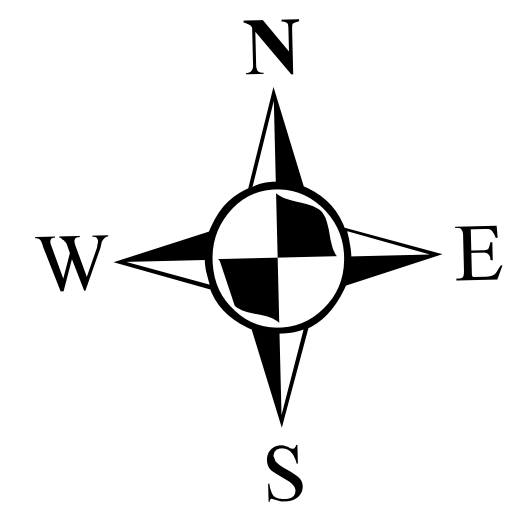
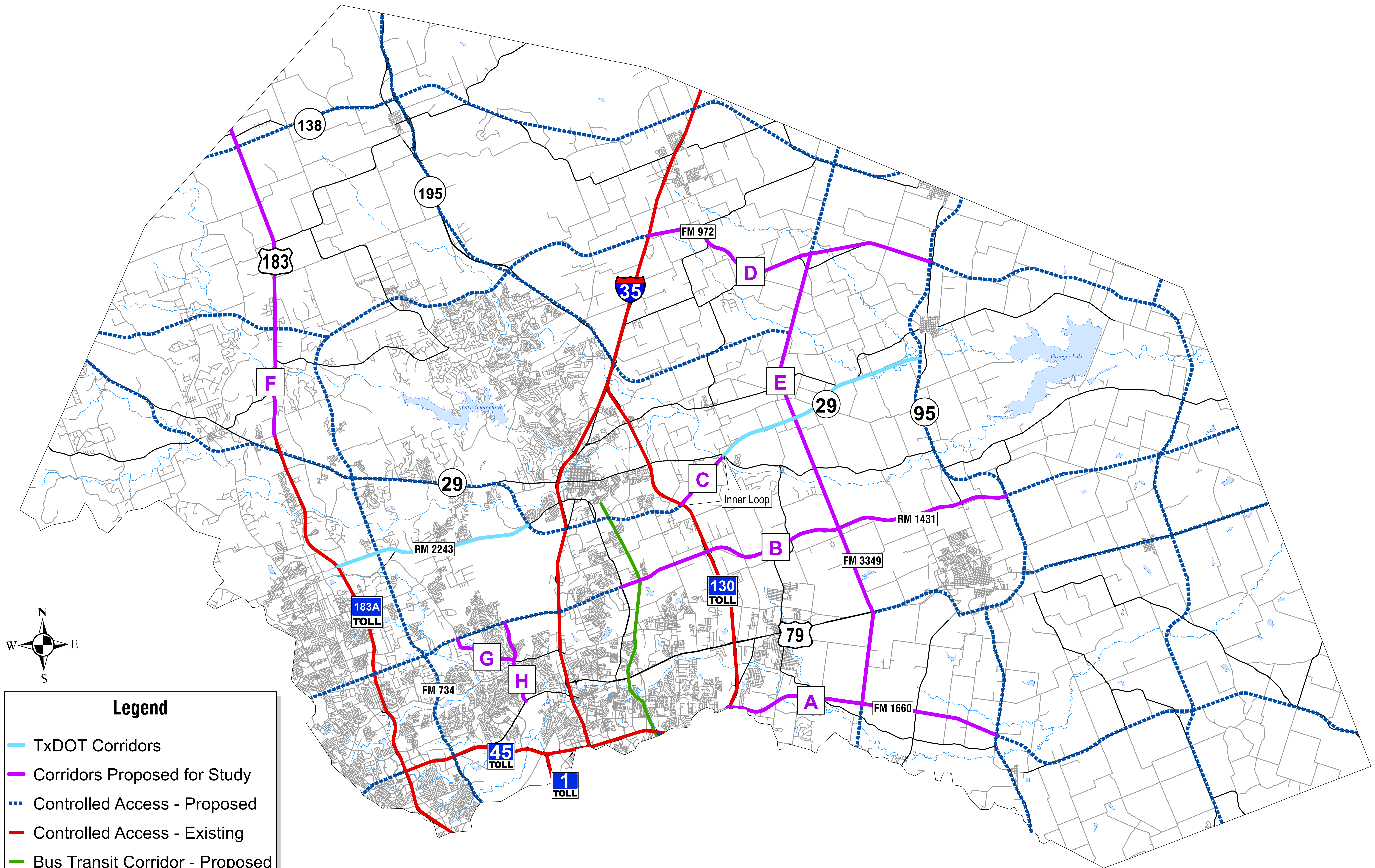
Wendy Coco

Date

09/14/2016 04:03 PM

Started On: 09/14/2016 11:58 AM

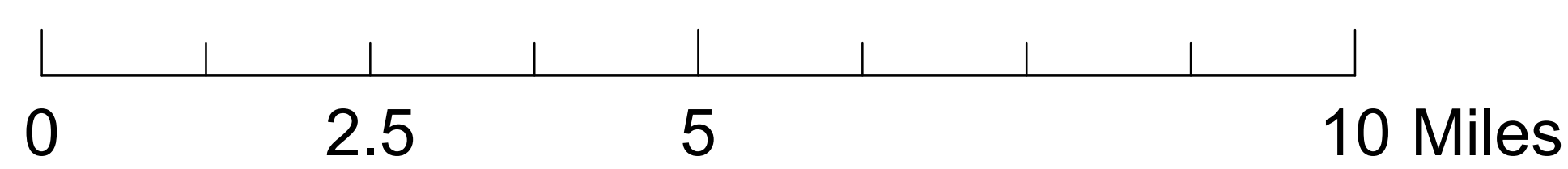
Corridors Proposed for Study



Legend

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

Revised: 9/14/2016



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.



Commissioners Court - Regular Session

34.

Meeting Date: 09/20/2016

Interlocal 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 an Interlocal Cooperation Agreement with the City of Austin relating to the Relocation of the Anderson Mill Zone of the Forest North Neighborhood Utilities.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Interlocal Agreement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/15/2016

Reviewed By

Wendy Coco

Date

09/15/2016 10:48 AM

Started On: 09/15/2016 10:31 AM

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF AUSTIN AND WILLIAMSON COUNTY
RELATING TO RELOCATION OF THE ANDERSON MILL
ZONE OF THE FOREST NORTH NEIGHBORHOOD UTILITIES**

This Interlocal Cooperation Agreement is made and entered into by and between the City of Austin, Texas (the "City") and Williamson County, Texas (the "County"), hereinafter collectively referred to as the "Parties," upon the premises and for the consideration stated herein.

Recitals

1. The County intends to improve the storm drainage in The Anderson Mill Zone of the Forest North Neighborhood to improve the storm drainage (the "Storm Drainage Project").
2. The County has entered into a contract with a consultant (the "County Consultant") to provide utility coordination services for improvement of the Storm Drainage.
3. The City owns Water and Wastewater Utility lines and appurtenances (the "City Utility Lines and Appurtenances") located within the limits of the improvements.
4. As the owner of the City Utility Lines and Appurtenances, the City is responsible for costs associated with adjusting, removing, and relocating them.
5. For purposes of cost efficiency, scheduling, and transportation planning, the Parties desire to cooperate to adjust and relocate the City Utility Lines and Appurtenances (the "Utility Line and Appurtenance Adjustments") so that the Storm Drainage Project can proceed without delay or disruption.
6. The City desires to use the County Consultant to design the Utility Line and Appurtenance Adjustments and to use the County Construction Contractor to construct the Utility Line and Appurtenances.
7. The Storm Drainage Project and Utility Line and Appurtenance Adjustments are referred to collectively in this Agreement as the "Combined Projects."
8. The Parties intend to conform to this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq.

NOW, THEREFORE, the Parties agree as follows:

1. Project Management.

- (a) The County will manage the development and construction of the Combined Projects, as set forth herein and as described in **Exhibit A**. The Williamson County Director of Road and Bridge (the "County's Director") will act on behalf of the County with respect to the Combined Projects, coordinate with the City, receive and transmit information and instructions, and will have complete authority to interpret and define the County's policies and decisions with respect to the Combined Projects. The County's Director may designate a County Project Manager and may designate other representatives to transmit instructions and act on behalf of the County with respect to the Combined Projects.
- (b) The Austin Water Director (the "City's Director") will act on behalf of the City with respect to the Combined Projects, coordinate with the County, receive and transmit information and instructions, and will have complete authority to interpret and define the City's policies and decisions with respect to the Combined Projects. The City's Director may designate a City Project Manager and may designate other representatives to act on behalf of the City with respect to the Combined Projects.
- (c) If a disagreement between the Parties arises regarding engineering design, design and construction standards, plans and specifications, inspection and testing, deficiencies and remedial action, change orders, or any other requirement or provision of this Agreement, and the disagreement is not resolved by the Parties' Project Managers, it shall be referred as soon as possible to the Parties' Directors for resolution. If the Directors do not resolve the issue, it shall be referred as soon as possible to the Assistant City Manager responsible for Austin Water Utility and the Williamson County Director of Infrastructure.

2. Project Development.

- (a) The City will use the County Consultant to design the Utility Line and Appurtenance Adjustments.
- (b) The County Consultant will be responsible for any required permitting and environmental assessments and clearances associated with Utility Line and Appurtenance Adjustments unless otherwise noted.

- (c) The County Consultant will provide construction phase services for Water and Wastewater utility lines and appurtenances .
- (d) The City will be responsible for the County Consultant's fees for the engineering design, plans, and specifications for Utility Line and Appurtenance Adjustments during the development and construction of the Utility Line and Appurtenance Adjustments.
- (e) The City and, to the extent set forth herein, the County will be responsible for the review and approval of the engineering design, plans and specifications and for construction inspection and testing for the Utility Line and Appurtenance Adjustments. The plans and specifications for the Utility Line and Appurtenance Adjustments shall be in accordance with the design and construction standards of the City. In addition, the County and, to the extent set forth herein, the City will be responsible for the review and approval of any modifications to the engineering design, plans, and specifications for the Utility Line and Appurtenance Adjustments, during the development and construction of the Utility Line and Appurtenance Adjustments.
- (f) For any asbestos cement ("AC") pipe removal work, the County Construction Contractor shall follow the National Emissions Standards for Hazardous Air Pollutions ("NESHAP"), the Occupational Safety and Health Administration ("OSHA"), the Texas Department of State Health Services ("TDSHS"), and the City's established procedures and requirements. In the event of any contamination caused by the pipeline removal, the County Construction Contractor shall be responsible for that remediation.
- (g) The County will ensure that the County Consultant and construction contractor provide professional liability, automobile liability, and general liability insurance in accordance with the standard requirements of the County for such projects, during the term of the design and construction of the Combined Projects. The County will have the City named as an additional insured with respect to such coverage. The County will provide a waiver of subrogation on the auto liability, general liability, and worker's compensation coverages.
- (h) The County Consultant will obtain permit(s) for the Utility Line and Appurtenance Adjustments as required by City and County rules and regulations and be responsible for paying any associated fees required for the Utility Line and Appurtenance Adjustments.

- (i) The Parties will participate in joint review meetings with representatives from all affected City and County Departments in order to avoid and resolve conflicts in review comments.
 - (j) The County Consultant will submit the Utility Line and Appurtenance Adjustments design plans at the 30%, 60%, 90% and 100% design stage to the Austin Water Department for comments and approval.
 - (k) The County shall require the County Consultant and the County's construction contractor to immediately take any appropriate remedial action to correct any deficiencies identified by the City with respect to Utility Line and Appurtenance Adjustments.
 - (l) The County Project Manager will notify in writing the Austin Water project manager fourteen (30) days prior to start of construction of the Utility Line and Appurtenance Adjustments of the need for city inspector.
3. Management Duties of the County. The County hereby covenants and agrees to provide to the City:
- (a) Four (4) sets of the construction plans and specifications for the Utility Line and Appurtenance Adjustments at intervals to be agreed to by the Parties' Project Managers to the City for review and approval;
 - (b) County will ensure contractor or the subcontractor awarded the construction contract has at least 5 years of experience in construction of water and wastewater lines and is familiar with the City of Austin specifications and standard details for construction of water and wastewater lines.
 - (c) Written responses to the City's initial plan review comments within fourteen (14) calendar days of receipt from the City;
 - (d) A copy of the County's contract with the County Consultant for the design of the Utility Line and Appurtenance Adjustments;
 - (e) A copy of the invoice for the preceding month relating to the Utility Line and Appurtenance Adjustments, including copies of invoices, statements, vouchers, or any other evidence of payment of debt;
 - (f) Executed change orders, jointly approved by the City and the County, related to the Utility Line and Appurtenance Adjustments;
 - (g) A copy of any change order request related to the Utility Line and Appurtenance Adjustments within two (2) business days of its receipt by the County, by delivery to the City's Project Manager for review and approval;

- (h) Sufficient notice, documentation and opportunity for the City to review and jointly approve the construction contractor's application for final payment; and
- (i) Within sixty (60) calendar days after satisfactory completion of construction of the Storm Drainage Project furnish the City a copy of the record as-built drawings of the Utility Line and Appurtenance Adjustments for the City's records.
- (j) The County shall transfer all contractor's warranties, guarantees, and bonds, to the extent such are transferable to the City and assist the City in enforcing such guarantees, warranties and bonds to the extent necessary.

4. Management Duties of the City. The City hereby covenants and agrees to:

- (a) Review and approve the submitted plans and specifications by providing any initial comments within twenty one (21) calendar days of submittal, review and approve the County's responses to those initial comments within fourteen (14) calendar days, and work in good faith to resolve any outstanding issues;
- (b) Review any change order proposal for Utility Line and Appurtenance Adjustments by returning the change order request to the County within five (5) business days of its receipt by the City's Project Manager and provide a written recommendation for its disposition; respond to requests for information within three (3) business days and requests for approval of shop drawings within ten (10) business days;
- (c) At the option and expense of the City, perform independent inspection and testing on the Utility Line and Appurtenance Adjustments in coordination with County's inspectors and as agreed to by the City and County Project Managers. Any testing by the City must be scheduled to avoid delaying the construction of the Storm Drainage Project to the maximum extent practical. In connection therewith, the City will designate inspectors to make any such inspections, including any joint final inspection of the completed Utility Line and Appurtenance Adjustments with the County; the City's inspectors shall communicate any issues to the County Inspector only;
- (d) The City will coordinate with County Project Managers as necessary to facilitate the development of the Utility Line and Appurtenance Adjustments.
- (e) The City will immediately report any deficiencies observed in the construction of the Utility Line and Appurtenance Adjustments to

the County inspector and followed by writing to the County's Project Manager;

- (f) The City will attend meetings at the request of the County's Project Manager; and
 - (g) Upon satisfactory substantial completion of the Utility Line and Appurtenance Adjustments, the City will conditionally accept Utility Line and Appurtenance Adjustments and will finally accept the Utility Line and Appurtenance Adjustments upon completion of any applicable warranty or construction performance period.
5. Liability. To the extent allowed by Texas law, the City and the County agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions.
6. Financial Obligations.
- (a) The City Agrees to pay all costs for the Utility Lines Improvements, including the cost of design and integration of the Utility Lines adjustments into the Project, construction, testing and the cost of any change orders made necessary by field changes to address unanticipated conditions under terms and conditions on this Agreement. The City shall pay project design integration and construction costs through an escrow account with Williamson County at an amount equal to the cost of the design plus the construction bid amount, unless otherwise agreed to by the City and the County in writing. This amount is currently \$46,154.20 for design and integration of PS&E services and, construction estimate cost of \$162,567.60 with a \$16,256.76 contingency for an estimated total not to exceed \$224,978.56.

The design and integration cost and, estimated construction cost of the Utility Lines adjustments is set forth in **Exhibit B**, attached hereto.
 - (b) Within thirty (30) days of the effective date of this Agreement and upon submission of an invoice by the county, the City shall provide funding for the design and PS&E integration of the Utility Line Appurtenance Adjustments, and in accordance with **Exhibit B** of the Agreement, in the amount not to exceed \$46,154.20.
 - (c) The County will include bid items for the Utility Line and Appurtenance Adjustments in the bid documents for the Storm Drainage Project, as an additive, alternate set of bid items, and the County will solicit bids for the construction of the Combined Projects based on the combined plans and specifications and in accordance with applicable state and local bidding laws, practices, and procedures and in accordance with the County's minority and women-owned business policy.

- (d) **Exhibit B** of the Agreement provides the estimated amount of the bid component for the Utility Line and Appurtenance Adjustments as determined by the County Consultant. The County will enter into a firm unit-price contract with the successful bidder.
- (e) Within forty-five (45) calendar days after the opening of bids for the Combined Project, and upon notification by the county of the successful bidder and the bid amount, the City must deposit with the County Treasurer the amount of the bid component for the utility lines and Appurtenance Adjustments.
- (f) Interest on overdue payments is governed by Chapter 2251 of the Texas Government Code and is the responsibility of the City.
- (g) For any change orders that are the responsibility of the City, as described above, and that cause the actual costs of construction of specified elements of the Water and Wastewater Lines and Appurtenances Adjustments for the Storm Drainage Project to exceed the City's funding, the City shall make its funds available to the County within forty-five (45) calendar days after receipt of invoice by the County, such invoices to be accompanied by the change order request from the construction contractor.
- (h) The County Treasurer shall act as Escrow Agent for the management of the City's funds and shall deposit the funds in an interest bearing escrow account. The County shall invest the funds in accordance with the Public Funds Investment Act, and any other applicable laws or bond covenants. The interest and any unused portion of the public funds provided by the City under this agreement shall be returned to the City of Austin Utility Financial Manager within sixty (60) calendar days after the completion of the Combined Projects. The County shall provide the City with an accounting of the deposits to and disbursements from the County's escrow account. The County will make its records available, at reasonable times, to the City's auditors, or its independent financial advisors or other professionals who provide arbitrage rebate calculations to the City.
- (i) The County Treasurer shall timely pay submitted invoices for the Utility Line and Appurtenance Adjustments.

7. Final Accounting.

- (a) Within sixty (60) calendar days after the construction of the Utility Lines and Appurtenance Adjustments is complete or this Agreement is terminated, the County shall render and send to the City's Project Manager a final written accounting of any and all costs to be paid or borne by, or credited or refunded to, any Party under this Agreement, taking into account any amount the City has

previously paid as provided herein and subject to adjustment after resolution of any pending claims or contingent liabilities arising from the Utility Line and Appurtenance Adjustments. The City has the right to audit the County's records and may request any such audit, or any adjustments or corrections, within sixty (60) calendars days of receipt of the accounting.

- (b) After the County has sent any corrected or adjusted final accounting to the City, the City will pay any amount it owes no later than sixty (60) calendar days after receipt of such final accounting. The County must refund any amounts due the City within sixty (60) calendar days after delivery of any adjusted final accounting.
- (c) Notwithstanding any provision to the contrary, this Section 7 will survive the termination of this Agreement.

8. Miscellaneous.

- (a) Force Majeure. In the event that the performance by the City or the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.
- (b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY: Greg Meszaros or designee
City of Austin
Austin Utility
625 E. 10th Street
Austin, Texas 78701

WITH COPY TO: Maria Sanchez
Assistant City Attorney
City of Austin Law Department
301 W. 2nd Street
Austin, Texas 78701

COUNTY: Williamson County Judge
Dan A. Gattis (or successor)

710 Main Street, Suite 101
Georgetown, Texas 78626

WITH A COPY TO: Williamson County Director of Infrastructure
Robert Daigh, P.E. (or successor)
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

Hal C. Hawes
General Counsel
Office of Williamson County Judge
710 Main Street, Suite 200
Georgetown, Texas 78626

- (c) Number and Gender Defined. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.
- (d) Entire Agreement. This Agreement contains the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the construction of the Combined Projects . This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties. No official, representative, agent, or employee of Williamson County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Williamson County, Texas. The recitals set forth above and the attached exhibits are incorporated herein.
- (e) Effective Date. This Agreement takes effect upon the last date of execution of the Agreement by the City and the County. This Agreement will automatically renew from year to year until the completion of the warranty period for the Storm Drainage Project and any litigation or other matters surviving the completion of the Storm Drainage Project, unless terminated earlier by the Parties.
- (f) Other Instruments. The Parties covenant and agree that they will execute other and further instruments and documents as may

become necessary or convenient to effectuate and carry out the purposes of this Agreement.

- (g) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (h) Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefor from current revenues available to the paying party.

Approved as to Form:

CITY OF AUSTIN

Maria Sanchez

 Maria Sanchez
 Assistant City Attorney

By: *[Signature]*

 Robert Goode, P.E.
 Assistant City Manager

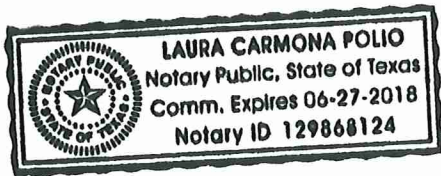
Date: 8/23/16

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 23 day of August, 2016, by Robert Goode, P.E., Assistant City Manager of the City of Austin, a Texas municipal corporation, on behalf of that municipal corporation.

Laura Carmona Polio

 Notary Public, State of Texas



WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this _____ day of _____, 2016, by Dan A. Gattis, County Judge, on behalf of Williamson County.

Notary Public, State of Texas

EXHIBIT A

A. ANDERSON MILL ZONE OF THE FOREST NORTH NEIGHBORHOOD SEGMENT

1. DESCRIPTION OF ANDERSON MILL ZONE OF THE FOREST NORTH NEIGHBORHOOD PORTION OF STORM DRAINAGE PROJECT

The Storm Drainage Project includes the installation of storm drainage improvements in the Anderson Mill Zone of the Forest North Neighborhood to improve drainage during storm event.

2. DESCRIPTION OF CITY'S UTILITY LINE AND APPURTENANCE ADJUSTMENTS

The Utility Line and Appurtenance Adjustments consist of:

- Replacing Utility Lines and appurtenances
- Installation of wastewater manholes
- Relocation of fire hydrant and appurtenances
- Connection of Service lines
- Removal and abatement of asbestos Utility Lines/Removal of asbestos pipe by licensed personnel

EXHIBIT B
WILLIAMSON COUNTY WATER AND
WASTEWATER LINE CONSTRUCTION

A. RELOCATION ESTIMATED COST FOR ANDERSON MILL ZONE OF THE FOREST NORTH NEIGHBORHOOD UTILITIES SEGMENT

1. Engineering Cost:

ITEM DESCRIPTION	QTY	UNIT TYPE	AMOUNT
DESIGN OF UTILITY ADJUSTMENTS	259	HR	\$33,361.20
BIDDING ASSISTANCES SERVICES	34	HR	\$4,738.00
CONSTRUCTION ADMINISTRATION AND OBSERVATION	60	HR	\$8,055.00
 SUB TOTAL (1)			 \$46,154.20

2. Construction Cost

Item	Description	Quantity	Unit	Unit Cost	Total Cost
506S-4WWMH	Wastewater Manhole, 4' Diameter, Precase	2	EA	\$ 6,000.00	\$ 12,000.00
509S-1	Trench Excavation Safety Protection Systems (All Depths)	896	LF	\$ 3.60	\$ 3,225.60
510-BRWW6"x6"	Connecting New 6" Service to Existing 6" Private Service	4	EA	\$ 1,800.00	\$ 7,200.00
510-AWRJ6-Dia	Pipe, 6" Diameter, DI CL 350 (All Depths) With Restrained Joints Includes Excavation and Backfill	61	LF	\$ 102.00	\$ 6,222.00
510-AWRJ8-Dia	Pipe, 8" Diameter, DI CL 350 (All Depths) With Restrained Joints Includes Excavation and Backfill	270	LF	\$ 120.00	\$ 32,400.00
510-AWW6-Dia	Pipe, 6" Diameter, SDR-26, (All Depths), includes excavation and backfill	100	LF	\$ 102.00	\$ 10,200.00
510-AWW8-Dia	Pipe, 8" Diameter, SDR-26, (All Depths), includes excavation and backfill	410	LF	\$ 120.00	\$ 49,200.00
510-KWW	Ductile Iron Fittings	1	TON	\$ 10,200.00	\$ 10,200.00
511S-A6	Valves, Gate, 6" Diameter	1	EA	\$ 1,920.00	\$ 1,920.00
511S-A8	Valves, Gate, 8" Diameter	3	EA	\$ 2,160.00	\$ 6,480.00
511S-B	Fire Hydrant (See Standard 511S-17)	1	EA	\$ 5,040.00	\$ 5,040.00
SP504S-GV6	Remove Valve, 6" Gate	2	EA	\$ 480.00	\$ 960.00
SP510-JW-AC 8" x 8"	AC Pipe Connections, 8" Dia. x 8" Dia.	1	EA	\$ 4,560.00	\$ 4,560.00
SP510-JW-AC 8" x 6"	AC Pipe Connections, 8" Dia. x 6" Dia.	3	EA	\$ 3,360.00	\$ 10,080.00
SP1900-W6Dia	Removing Pipe, 6" Diameter, AC Pipe - For Removal at Storm Crossings, Required Restrained Joints, to Existing Couplings, and Other Areas Specified on Plans	60	LF	\$ 38.40	\$ 2,304.00
SP1900-W8Dia	Removing Pipe, 8" Diameter, AC Pipe - For Removal at Storm Crossings, Required Restrained Joints, to Existing Couplings, and Other Areas Specified on Plans	15	LF	\$ 38.40	\$ 576.00
Total					\$ 162,567.60

Commissioners Court - Regular Session

35.

Meeting Date: 09/20/2016

permit

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding approval of a certification form (that no investigations will occur, based on project plan and research design) so that the Texas Historical Commission may issue an antiquities permit (archeology form) for East Williamson County Regional Water Transmission System in support of project involving county right-of-way. Action may include, but is not limited, to authorizing county engineer to sign requested certification form after review of project plan.

Background

Please note that legal authority and regulation of county roads and property, including right-of-ways, is under the jurisdiction of the commissioners court. Tex. Transp. Code § 251.151. As such, requests pertaining to same must be properly approved by the commissioners and recorded into the minutes of the governing body. While the county does not itself issue an antiquities permit, it may authorize a certification related to same.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[signature](#)

[info](#)

Form Review

Inbox

County Judge Exec Asst. (Originator)
Form Started By: Rebecca Clemons
Final Approval Date: 09/12/2016

Reviewed By

Wendy Coco

Date

09/12/2016 04:44 PM
Started On: 09/12/2016 03:51 PM

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) East Williamson County Regional Water Transmission System
 County (ies) Williamson County
 USGS Quadrangle Name and Number Pflugerville West (3097-243 an Jarrell (3097241)
 UTM Coordinates Zone _____ E _____ N _____
 Location Circleville to Granger, Texas in eastern Williamson County
 Federal Involvement Yes No
 Name of Federal Agency United States Corps of Engineers, Ft. Worth District
 Agency Representative _____

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
 Representative Joe England, P.E., Williamson County Engineer
 Address 3151 S.E. Inner Loop, Suite B
 City/State/Zip Georgetown, Texas 78621
 Telephone (include area code) (512) 943-3336 Email Address jengland@wilco.org

II. OWNER (OR CONTROLLING AGENCY)

Owner Lone Star Regional Water Authority
 Representative Dan Dodson, General Manager
 Address 113 Limestone Terrace / P.O. Box 554
 City/State/Zip Jarrell, TX 76537
 Telephone (include area code) (512) 751-8844 Email Address danwaterauth@gmail.com

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor Kelly Environmental Consulting
 Representative Steve Kelly
 Address 117 Whispering Wind
 City/State/Zip Georgetown, Texas 78633
 Telephone (include area code) (512) 639-0539 Email Address Eco@KellyGraves.com

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Molly F. Godwin, MSIS, RPA
 Affiliation Antiquities Planning & Consulting
 Address 831 Petra's Way
 City/State/Zip Kyle, Texas 78640
 Telephone (include area code) (512) 398-2946 Email Address apc@grandecom.net

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork September 5, 2016
Requested Permit Duration 3 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) Pedestrian Survey with Shovel Testing

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility Antiquities Planning & Consulting
Permanent Curatorial Facility Texas Archeological Research Laboratory

IV. LAND OWNER'S CERTIFICATION

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

IV. LAND OWNER'S CERTIFICATION

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

V. SPONSOR'S CERTIFICATION

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

VI. INVESTIGATOR'S CERTIFICATION

I, Molly F. Godwin, MSIS, RPA, as Principal Investigator employed by Antiquities Planning & Consulting, do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature Molly Godwin Date August 24, 2016

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

FOR OFFICIAL USE ONLY

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

Permit Application Attachment

TWDB Track #201608372

EAST WILLIAMSON COUNTY REGIONAL WATER TRANSMISSION SYSTEM

Introduction

The Lone Star Regional Water Authority (Authority or LSRWA), a non-profit wholesale water supplier created by the Texas Legislature is proposing a project titled the East Williamson County Regional Water Transmission System (EWCWTS). The EWCWTS Includes approximately 115,000 linear feet of 24" water line, approximately 2,000 l.f. of 16" water line, two ground storage tanks, one standpipe and two high service pump stations.

The majority of the pipeline will be on private easement adjacent to public road rights-of-way (ROW) where the landowner makes it available. Future realignments could place the line inside Williamson County Road Right-of-Way. Short segments fall in Williamson County Land (200 feet) and on land controlled by the United States Corps of Engineers (USACE) (650 feet). The Authority is a political subdivision of the State of Texas and is seeking funding through the Texas Water Development Board (TWDB) SWIFT project funding.

The proposed activity is a dual jurisdiction project. The part of the pipeline project located on land owned by political subdivisions of the state are subject to requirements of the Antiquities Code of Texas. The segment of the pipeline project located on land owned by the USACE is subject to Section 106 of the National Historic Preservation Act and the requirements of the National Environmental Protection Act (NEPA).

Background

The Brazos River Authority (BRA) currently operates a 14 MGD water treatment plant on the south side of Lake Granger. BRA has a potable 27" water line in place from the water plant west to Circleville at State Highway 95. Lone Star Regional Water Authority intends to buy water from BRA by tying-into this existing 27" water line and construct the EWCWTS pipeline from Circleville to a site near I.H.35 in Jarrell. Storage tanks, pump stations and 22.2 miles of water line will be constructed. Participants in the Project that intend to purchase water wholesale from the Authority are the City of Jarrell, Jarrell-Schwertner Water Supply Corporation and the Sonterra MUD (in Jarrell).

Project Area

The proposed project is located in rural eastern Williamson County and includes a water pipeline designed to transport water originating from Lake Granger, northwesterly to the Jarrell, Texas area across undeveloped farmland (Figure 1). With the exception of a few minor deviations, the pipeline parallels existing county roadways. There are no buildings or structures along the route that will be impacted by the construction. Three significant waterways, the San Gabriel River, Pecan Branch, and Willis Creek (at CR 382) will be crossed by boring. Additional streams will be trenched including Opossum Creek, Yankee Branch, the North Fork of Donahoe Creek, and Donahoe Creek.

All three plant sites are essentially flat level farmland, with no distinguishing features or known historical use. The Circleville site currently is adjacent to a commercial propane business and trailer park. The other two sites are farmland. The majority of the pipeline will be on adjacent private easement where the landowner makes it available. Segments fall in Williamson County Road lands and on land controlled by the USACE.

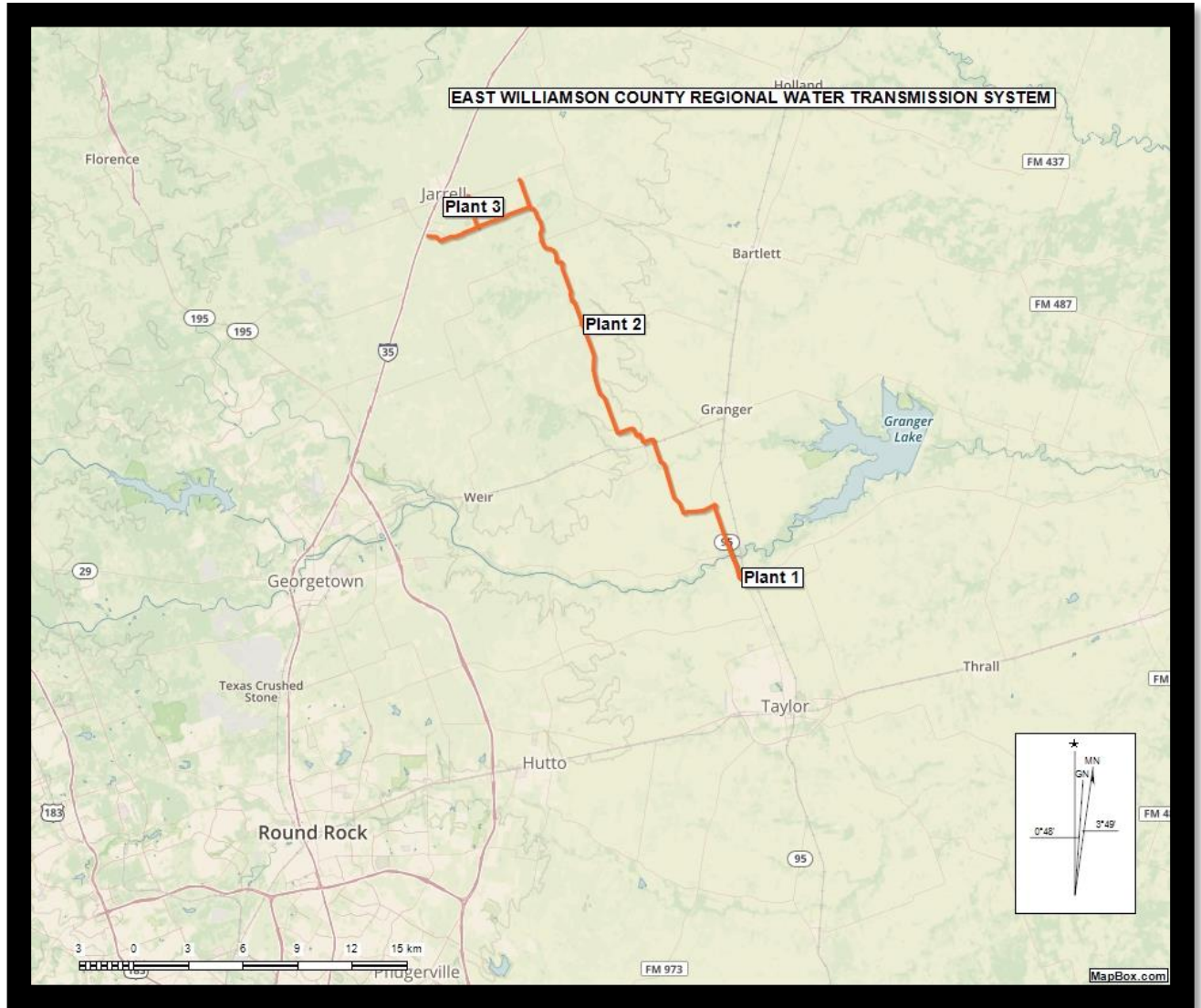


Figure 1. Map Showing the Alignment of the East Williamson County Regional Water Transmission Line System.

Project Description

The EWCRWTS includes approximately 22.2 miles of 24 inch waterline which will connect to an existing pipe location on State Hwy 95 in Circleville to a location near IH 35 in Jarrell, Tx. (Figure 2). Ground storage tanks and pump stations will be located at each end of the line, and at one midpoint in the line. Water will be pumped from a connection that originates out of the Granger Reservoir.

The 24 in. pipeline will be approximately 7 ft in depth and 4 ft in width. The three plant sites will range from .4 to 1 acre in size. Excavation at the plant sites will include foundations for the water storage tanks and turbine pumps. The deepest excavation will be up to 12 feet and width a maximum of 40 feet at the sites. Boring to depths of 5 feet to 30 feet will be performed at county road and major stream crossings. Bore pits will be placed on both sides of waterways and will measure 50 feet by 25 feet each. The length of bores varies from 195 feet at the San Gabriel River to 30 feet at Pecan Branch.

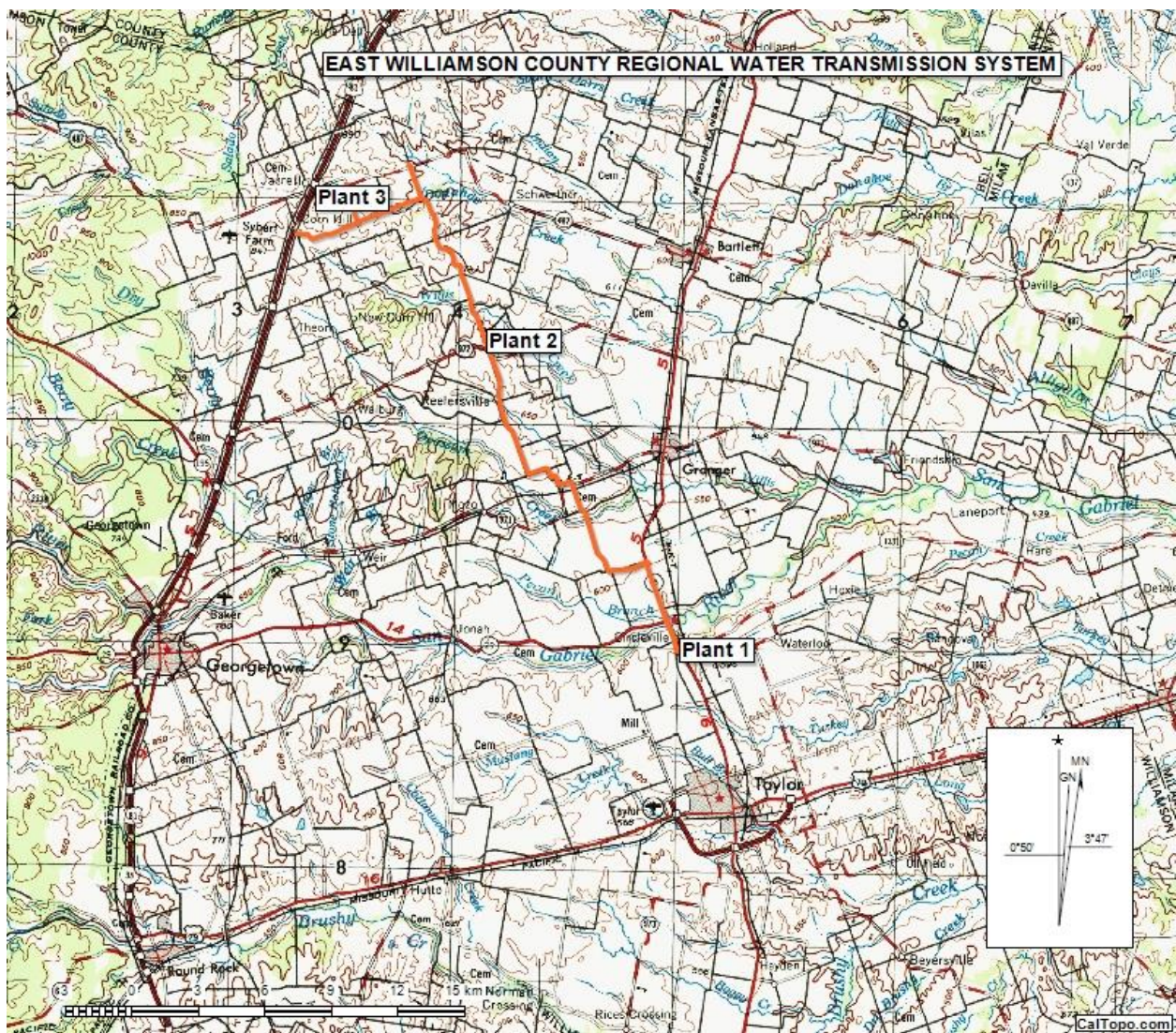


Figure 2. Regional Map Showing the Location of the East Williamson County Regional Water Line Transmission System.

The project will require two combination “Ground Storage Tank and High Service Pump Station” sites and one “Standpipe” site. Tank and High Service Pump Station Site No. 1 will be located at Circleville, near SH 95. At this site a 500,000 gallon, 30 foot high ground storage tank with a 55 foot diameter concrete ringwall foundation will be constructed, along with a 34 feet by 15 feet by 15 feet high electrical control building. Piping and pumps will also be included on the 1 acre site.

The second site, Tank and High Service Pump Station Site No. 2 will include identical improvements to Site No. 1. both sites are 1.0 acres in size. The site in Circleville is adjacent to an existing propane business and RV park, and site No. 2 is located on improved pastureland. The third site, the Standpipe Site No. 3, where the pipeline will terminate, will include a water standpipe on a tract 130 feet by 130 feet in size. The tract is currently in cultivated farmland and lies east of IH 35.

CULTURAL RESOURCES SURVEY

A project review by the Texas Historical Commission (THC) dated July 7, 2016, found that the majority of the pipeline route had not been surveyed by professional archeologists. The reviewer found that the portions of the pipeline that fall within 300 meters of all streams and tributaries should be surveyed by archeologists. In addition, the survey should include shovel testing in areas with the potential for alluvial deposition regardless of surface visibility. Lastly, if there is a potential for deeply buried cultural deposits within the depths of impacts, deeper subsurface investigations (such as backhoe trenching) may be required.

METHODS

Pre-field Preparations

In preparation for the completion of this permit application, preliminary background research was conducted to locate previously known archeological sites, stream and tributary crossings, to identify soils at crossings, to ascertain current land use, and to determine if previous cultural resource management (CRM) surveys had been performed along the pipeline route. A total of 24 crossings of water ways depicted as blue lines on United States Geological Survey (USGS) topographic maps were located along the 22.2 mile pipeline route. Previously known prehistoric and historic archeological sites fall in the vicinity of the ROW, but none fall inside it.

Soils mapped along minor drainages are shallow clays formed *in situ* from clays, shales, marl, and mudstones with the exception of major streams where alluvial sediments are present. Three major waterway crossings along the ROW include locations with alluvial soils with the potential to possess buried cultural deposits. Current land use of all the ROW with the exception of major water ways is agricultural. Properties have been under cultivation since the late 1800s and many of the fields have been altered by artificial terracing and drainage control.

Previous CRM survey level investigations were conducted near the San Gabriel River crossing, the Yankee Branch crossing, and at all Donahoe Creek crossings along the pipeline. Prehistoric sites were found on major waterways and historic sites were found at minor water ways crossings. All sites fall outside the proposed pipeline alignment and were judged to be ineligible for listing in the National Register of Historic Places (NRHP) by the THC (Moore 2001, Owens 2006, Nash et al 2009).

Pedestrian Survey

The pedestrian survey will follow Secretary of the Interior guidelines and the State of Texas Archeological Survey Standards with modifications regarding shovel testing of areas where the surface visibility exceeds 40 percent. The survey will cover linear areas 50 feet wide situated within 300 meters at the San Gabriel River crossing, at three major streams with deep alluvial deposits, one major stream without deep alluvial soils, and at four selected tributary crossings (Figure 3). Plant locales are situated away from stream crossings and will not be surveyed.

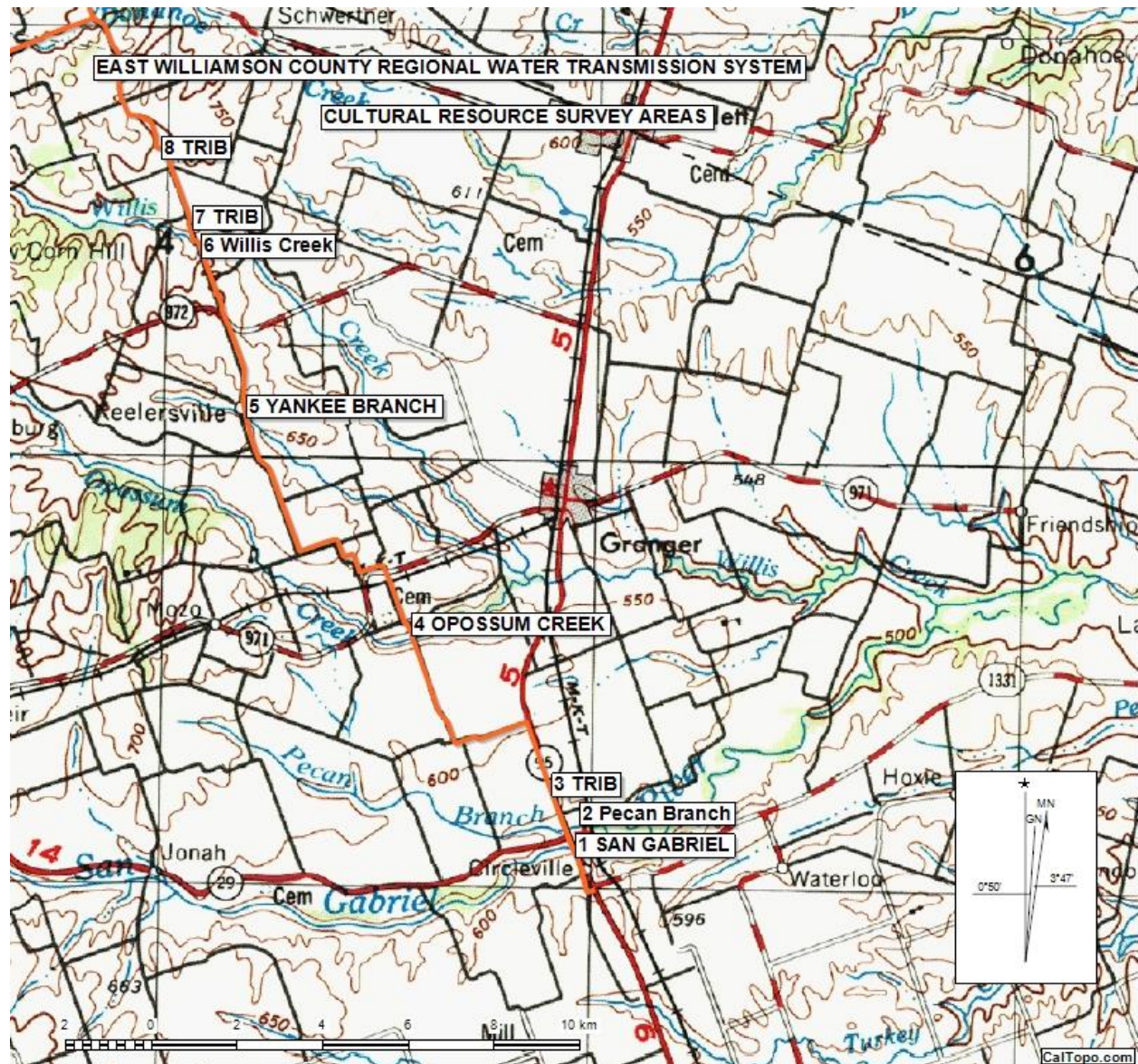


Figure 3. Map Showing Waterway Crossings that are High Probability Areas for Cultural Resources Which Will Be Surveyed.

Five crossings are at locales with alluvial deposition and are considered to be high probability areas (HPAs) for cultural resources and the presence of buried deposits and are: the San Gabriel River, Pecan Branch, Opossum Creek, Willis Creek, and Donahoe Creek. Although thought of as HPAs, the four Donahoe Creek crossings along the pipeline route near Jarrell have been previously surveyed and despite the presence of alluvial soils, findings were negative (Owens 2006). Therefore, the crossing of Donahoe Creek and its tributary crossings are considered to be LPAs for cultural resources and will not be surveyed.

Intensive pedestrian survey with shovel testing will be performed at four HPA locales including the San Gabriel River, Pecan Branch, Opossum Creek, and Willis Creek on alluvial stream terraces within 300 meters of the waterway by two technicians using parallel transects 5-10 meters apart. Systematic shovel testing will be performed on both sides of the river and creeks at the rate of 4-6 tests per terrace. Shovel tests in alluvial settings will be dug in 10-20 cm levels and to depths of 1-1.5 meters or to basal clay whichever comes first. All matrix will be dry screened using ¼ inch hardware cloth. Non diagnostic artifacts will be tallied described and discarded. Any diagnostic artifacts found in shovel tests will be collected for analysis and curation.

Five crossing locations are moderate probability areas (MPAs) for the presence of cultural resources and are : a tributary of Pecan Branch (West of SH95), Yankee Branch (CR320), tributary of Willis Creek (CR382), tributary of Willis Creek (Schwertner tract), and a tributary of North Fork of Donahoe Creek (CR303). The remaining blue line crossings are at ephemeral drainages or headwaters where no stream terraces and/or alluvium are present and are considered to be low probability areas (LPAs) for cultural material.

Intensive survey of the MPA stream crossings will be conducted by two technicians using parallel transects 10 meters apart. Shovel testing will be performed, as needed, in areas where surface visibility is less than 40 percent. All matrix will be dry screened using ¼ inch hardware cloth. Non diagnostic artifacts will be tallied described and discarded. Any diagnostic artifacts found in shovel tests will be collected for analysis and curation.

Subsurface Survey

No backhoe trenching is planned at this time, pending the results of the pedestrian survey and shovel testing. If evidence of buried cultural horizons with features, such as stained soils, charcoal, charred objects, and/or fire cracked rock associated with prehistoric artifacts are visible on surface and similar evidence is recovered from shovel testing, back hoe trenching would be recommended to reach strata closer to the depth of impact. If no cultural material is present on the surface and/or cultural material is not recovered from shovel testing in alluvial settings, no back hoe trenching will be recommended. If locations have been previously disturbed and/or contain underground utilities, no backhoe trenching will be recommended.

RESULTS

Findings will be reported in a technical document following the report guidelines of the Council of Texas Archeologists (CTA) and submitted to the THC for review and comment. Appropriate copies of the final report will be distributed as required by permit conditions. Appropriate shape files of areas surveyed and electronic document files will be submitted to THC to complete permit requirements.

REFERENCES

Moore, William

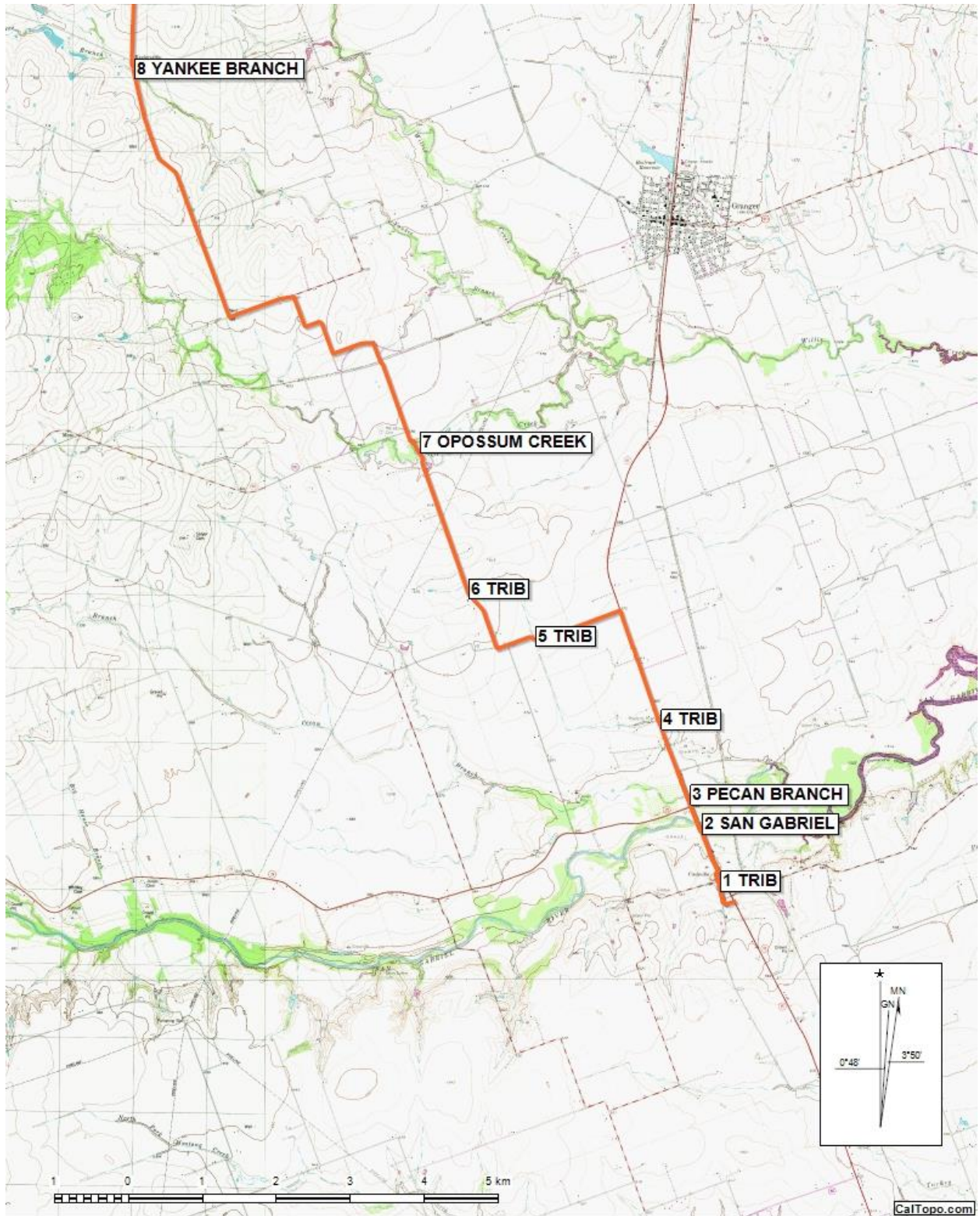
- 2001 An Archeological Survey of a Proposed Water Transmission Line for the City of Granger, Williamson County Texas. TAC Permit 2652. Brazos Valley Research Associates. Contract Report Number 83. Bryan, Texas.

Nash, Michael et al.

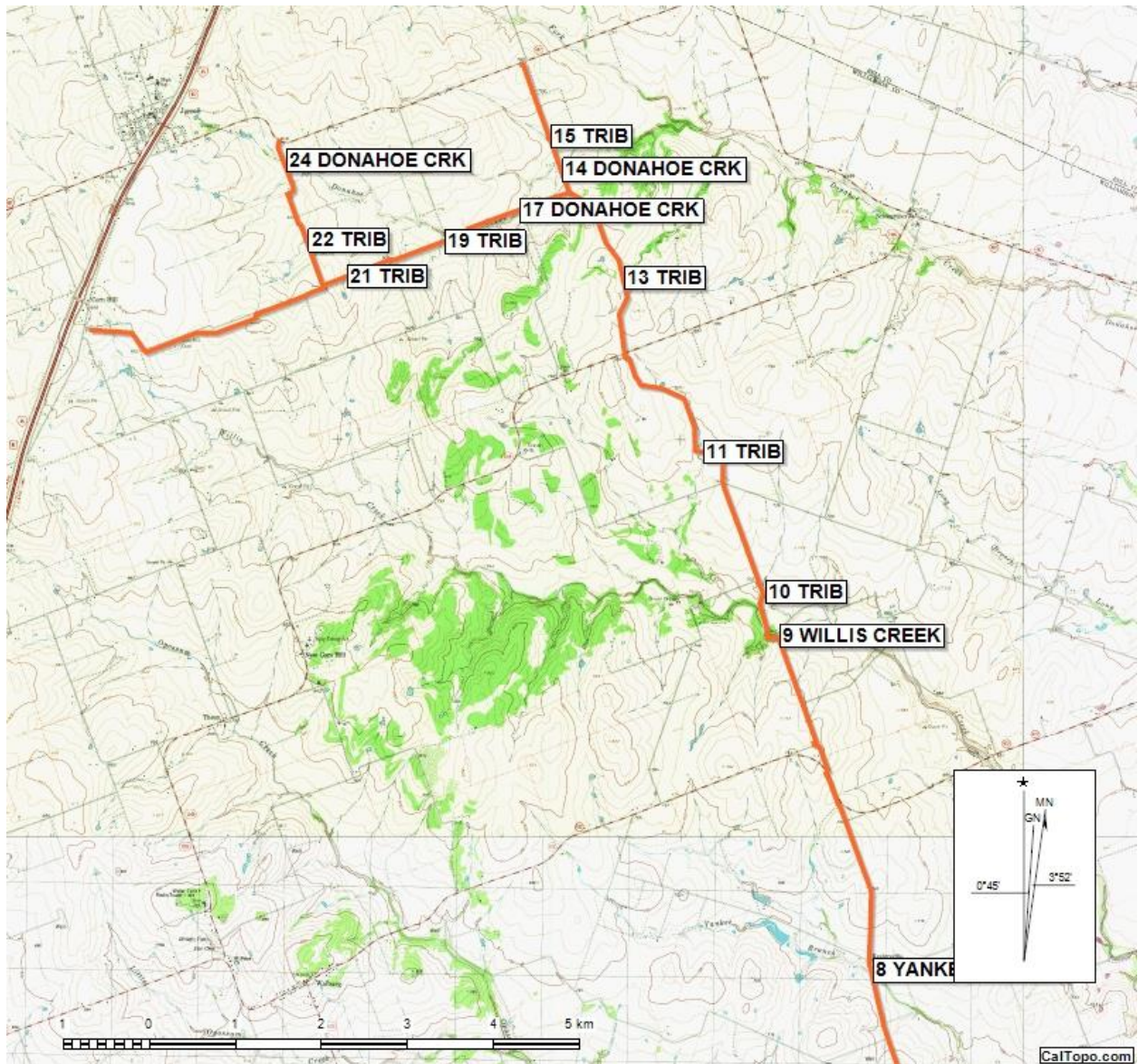
- 2011 Details for Cultural Resources Survey for the Proposed Oncor Electric Delivery Company Salado to Hutto 345_kV Transmission Line Project and Salado Switching Station Upgrade, Bell and Williamson Counties, Texas. TAC5363. PBS&J Document No. 100093. Austin, Texas.

Owens, Jeffery

- 2006 Cultural resource survey of the city of Jarrell Wastewater Treatment System, Williamson County, Texas. TAC Permit 3859. Horizon Environmental Services. Austin, Texas.



Map Showing the Southern Segment of the East Williamson County Regional Water Transmission System with River, Stream, and Creek Crossings Numbers 1 to 8 (Map Source Pflugerville West (3097-243), Texas and Jarrell, Texas (3097-341) USGS 1:24,000).



Map Showing the Southern Segment of the East Williamson County Regional Water Transmission System with River, Stream, and Creek Crossings 8 to 24 (Map Source Jarrell, Texas USGS 1:24,000/3097-341).

Commissioners Court - Regular Session

36.

Meeting Date: 09/20/2016

District Attorney Asset Forfeiture Budget Fiscal Year 2017

Submitted For: Julie Kiley

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action to approve the District Attorney Forfeiture Fund Budget for Fiscal Year 2016-2017.

Background

Per Chapter 59 of the Code of Criminal Procedure when an elected official who receives State and Local Forfeiture funds is not reelected the expenditure of these funds must be approved by the Commissioners Court. Attached is the requested budget for Fiscal Year 2016-2017.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Asset Forfeiture

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 09/14/2016

Reviewed By

Wendy Coco

Date

09/14/2016 04:04 PM

Started On: 09/14/2016 02:05 PM

Entity: 0408 - D/A ASSET FORFEITURES

Year: 2017

Expenses		Annual
0408 FY2017		FY2017
001941	DA ON CALL SUPPLEMENT	10,400.00
002010	FICA	795.60
002020	RETIREMENT	1,390.48
003005	OFFICE FURNITURE < \$5,000	4,999.00
003006	OFFICE EQUIPMENT < \$5,000	3,999.00
003901	PUBLICATIONS/BOOKS/PERIODICALS	3,999.00
004200	INVESTIGATION/TRIAL EXPENDITURES	999.00
004232	TRAINING, CONF., SEMINARS	24,999.00
004350	PRINTED MATERIALS & BINDING	2,000.00
004999	MISCELLANEOUS	9,999.00
005740	COMPUTER EQUIPMENT > \$5,000	9,999.00
T50000	TOTAL EXPENSE	<u><u>73,579.08</u></u>

Commissioners Court - Regular Session

37.

Meeting Date: 09/20/2016

Fiscal Year 2016-2017 Sheriff Forfeiture Budget

Submitted For: Julie Kiley

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action to approve the Sheriff's Forfeiture Fund-State and Local Funds Budget for Fiscal Year 2016-2017.

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 in Commissioners Court. Attached is the requested budget for Fiscal Year 2016-2017.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Sheriff Asset Forfeiture

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 09/14/2016

Reviewed By

Wendy Coco

Date

09/14/2016 04:04 PM

Started On: 09/14/2016 02:09 PM

Entity: 0410-0413 - SO-STATE AND LOCAL

Year: 2017

Expenses		Annual
0408 FY2017		FY 2017
003002	VEHICLE EQUIPMENT < \$5,000	3,000.00
003008	LAW ENFORCEMENT EQUIPMENT < \$5,000	20,000.00
003104	K-9 DIVISION	9,000.00
003530	INVESTIGATIVE SUPP./SVS.	15,000.00
004232	TRAINING, CONF., SEMINARS	5,000.00
004234	TRAINING SUPPLIES	5,000.00
004511	FIRING RANGE MAINT & REPAIRS	5,000.00
004999	MISCELLANEOUS	2,217.00
005008	LAW ENFORCEMENT EQUIP > \$5,000	80,000.00
005302	FIRING RANGE IMPROVEMENTS	500,000.00
T50000	TOTAL EXPENSE	<u>644,217.00</u>

Commissioners Court - Regular Session

38.

Meeting Date: 09/20/2016

FY 17 Special Revenue Funds

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the following 2016-2017 budgets:

- 0390 County Wide Records Mgmt and Preservation Fund
- 0386 District Clerk - Records Mgmt and Preservation Fund
- 0350 Law Library Fund
- 0882 Fleet Maintenance Fund
- 0545 Regional Animal Shelter Fund
- 0507 Regional Communication System
- 0340 Tobacco Fund
- 0388 Court Records Preservation Fund
- 0376 Surplus Elections Contracts Fund
- 0374 County and District Court Technology Fund

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

FY17 Special Revenue Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/15/2016 10:14 AM
Form Started By: Ashlie Koenig		Started On: 09/15/2016 09:50 AM
Final Approval Date: 09/15/2016		

Fund Number	Fund Name	2016-2017 Expense	2016-2017 Revenue
<i>Discuss, consider and take appropriate action on the approval of the following 2016-2017 Budgets:</i>			
0390	County Wide Records Mgmt and Preservation Fund	\$ 90,558.02	\$ 102,300.00
0386	District Clerk - Records Mgmt and Preservation Fund	\$ 10,836.50	\$ 26,340.00
0350	Law Library Fund	\$ 276,200.00	\$ 200,420.00
0882	Fleet Maintenance Fund	\$ 3,557,220.84	\$ 3,540,220.00
0545	Regional Animal Shelter Fund	\$ 1,570,870.61	\$ 1,735,243.00
0507	Regional Communication System	\$ 1,327,119.33	\$ 1,327,119.00
0340	Tobacco Fund	\$ 510,000.00	\$ 288,980.00
0388	Court Records Preservation Fund	\$ 24,000.00	\$ 72,000.00
0376	Surplus Elections Contracts Fund	\$ 68,500.00	\$ -
0374	County and District Court Technology Fund	\$ 27,000.00	\$ 10,260.00

Commissioners Court - Regular Session

39.

Meeting Date: 09/20/2016

FY 17 Special Revenue Funds

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and acknowledge the following 2016-2017 budgets:

- 0355 Court Reporter Service Fund
- 0360 Courthouse Security Fund
- 0361 JP Security Fund
- 0372 JP Technology Fund
- 0370 Alternate Dispute Fund
- 0380 Probate Court Fund
- 0367 JP#3 Truancy Program
- 0368 JP#2 Truancy Program
- 0373 JP#1 Truancy Program

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

FY17 Special Revenue Funds

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 09/15/2016

Reviewed By

Wendy Coco

Date

09/15/2016 10:14 AM

Started On: 09/15/2016 09:59 AM

Fund Number	Fund Name	2016-2017 Expense	2016-2017 Revenue
<i>Discuss, consider and acknowledge the following 2016-2017 Budgets:</i>			
0355	Court Reporter Service Fund	\$ 42,300.00	\$ 100,500.00
0360	Courthouse Security Fund	\$ 191,990.45	\$ 206,220.00
0361	JP Security Fund	\$ 26,772.88	\$ 14,760.00
0372	JP Technology Fund	\$ 247,073.07	\$ 59,920.00
0370	Alternate Dispute Fund	\$ 8,349.88	\$ 20,040.00
0380	Probate Court Fund	\$ 4,000.00	\$ 5,100.00
0367	JP#3 Truancy Program	\$ 128,956.99	\$ 54,700.00
0368	JP#2 Truancy Program	\$ 43,737.97	\$ 8,960.00
0373	JP#1 Truancy Program	\$ 12,504.39	\$ 6,900.00

Commissioners Court - Regular Session

40.

Meeting Date: 09/20/2016

Term of Court

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 any appropriate action designating Tuesdays of each month during FY2017 as the Regular Term or Regular Meeting day of the week of the Williamson County Commissioners Court and all other meetings or sessions of Commissioners Court being Special Terms or Special Meetings; with such meetings being held in the Williamson County Commissioners Courtroom on the second floor of Williamson County Courthouse, 710 Main Street, Georgetown, Texas (unless otherwise amended or provided by the Williamson County Commissioners Court) [Tex. Loc. Gov't Code § 81.005].

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 09/01/2016

Reviewed By

Wendy Coco

Date

09/01/2016 10:03 AM

Started On: 09/01/2016 09:57 AM

Commissioners Court - Regular Session

41.

Meeting Date: 09/20/2016

Jail Use Agreement for Bat Bridge Entertainment

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 approval of a jail use agreement by Bat Bridge Entertainment for filming in the historic county jail on Monday, September 26, 2016.

Background

Bat Bridge Entertainment would like to film in the county's historic jail on Monday, September 26, 2016. They will be filming during regular business hours. The film is a documentary that needs to film a scene in a jail setting.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Bat Bridge Jail Use Agreement](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Connie Watson

Final Approval Date: 09/14/2016

Reviewed By

Wendy Coco

Date

09/14/2016 04:04 PM

Started On: 09/14/2016 01:50 PM

AUTHORIZED USER AGREEMENT

This Authorized User Agreement (the "Agreement") is made between Williamson County, Texas, a political subdivision of the State of Texas ("County") and the party named as user on the execution page of this Agreement ("USER").

RECITALS

WHEREAS, COUNTY has the right to operate and use the area or real property described in Exhibit "A"; and

WHEREAS, USER desires to use the area or real property described in Exhibit "A".

AGREEMENT

NOW THEREFORE, and in consideration of the following promises, covenants, and conditions, the COUNTY and USER (the "Parties") agree as follows:

1. USE:

In exchange for the fee described on Exhibit "A" hereto (the "License Fee"), the COUNTY does hereby grant, subject to the terms and provisions hereof, to USER permission to use the area specified in Exhibit "A" (the "Authorized Area"), for the use described in Exhibit "A" hereto, and no other purpose (the "Permitted Use").

2. CANCELLATION AND SECURITY DEPOSIT:

(a) Cancellation. USER's cancellation or failure to occupy the Authorized Area, as set forth herein, will result in the forfeiting of the License Fee. Furthermore, in the event USER fails to utilize the Authorized Area reserved herein on the date and at the time specified and for the use specified, COUNTY shall have the right to elect, in its sole and absolute discretion, in addition to any other remedy available at law or in equity, to terminate this Agreement.

(b) Security Deposit. Following USER's execution of this Agreement and prior to USER's use of the Authorized Area, USER shall deposit with COUNTY the security deposit amount set forth in Exhibit "A", as security for faithful performance of the terms of the Agreement. The deposit shall be held in a separate account for the benefit of USER, and it shall be returned to USER, without interest and less any lawful deductions of same, within ten (10) days of the expiration or termination of this Agreement.

COUNTY may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid amounts and fees owing by USER under this Agreement; (b) costs of cleaning and repairing the

Authorized Area and its contents for which USER is responsible; and/or (c) other items USER is responsible to pay under the terms of the Agreement.

In the event the deductions from the security deposit exceeds the amount of the security deposit, USER will pay COUNTY the excess amount within ten (10) days after COUNTY makes written demand on USER. The security deposit will be applied first to any non-rent items then to any unpaid amounts or fees under this Agreement.

3. SERVICES AND AMENITIES; ALTERATIONS:

(a) In the event that COUNTY provides, or causes to be provided, the following amenities and services (if such amenities and services are available at the Authorized Area), USER shall be obligated, within ten (10) days of USER's use of the Authorized Area, to pay the actual costs incurred by COUNTY for such amenities and services:

- i. Heating, air conditioning, and ventilation as reasonably required for comfortable use and occupancy of the fully enclosed portion, if any, of the Authorized Area.
- ii. Electric current adequate for the Permitted Use.
- iii. Ordinary repair and maintenance of the interior and exterior of the Authorized Area made necessary by normal wear and tear.

USER hereby acknowledges that the above described amenities and services may not be available at or on the Authorized Area. USER is hereby given notice that it shall be USER's responsibility to inspect the Authorized Area prior to executing this Agreement in order to ensure that the Authorized Area and the Permitted Use is suitable for USER's intended use and purpose. Furthermore, no interruption or malfunction of any service shall constitute an eviction or disturbance of USER's use and possession of the Authorized Area or breach by COUNTY of any of its obligations hereunder or render COUNTY liable for damages or entitle USER to be relieved of any obligation hereunder. In the event of any such interruption, COUNTY shall use reasonable diligence to restore such service.

(b) Alterations. USER shall not make any permanent alterations, additions or improvements (painting, building walls or structures, constructing improvements that would damage the Authorized Area upon removal of such improvements, installation of landscaping, etc.) to the Authorized Area or maintain signs or banners without, in each case, obtaining the consent of COUNTY. If any alterations, additions, or improvements in or to the Authorized Area are made necessary by reason of the use of the Authorized Area by USER and, provided that COUNTY grants its prior permission to USER regarding such alterations, additions or improvements, USER agrees that it will make all such alterations,

additions, and improvements in or to the Authorized Area at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision set out herein, USER agrees that it will hold COUNTY harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.**

USER agrees to restore, at USER's sole expense, the Authorized Area to its original condition upon the termination or expiration of this Agreement; provided, however, COUNTY may, in its sole discretion, choose to retain any alterations, additions, or improvements and not require USER to remove them.

4. CLEANING OF AUTHORIZED AREA:

USER shall provide any and all janitorial and cleaning services immediately after USER's use of the Authorized Area so that the Authorized Area is cleaned and restored to the condition in which the same was found before USER used such area.

5. PAYMENT REQUIREMENTS:

- (a) All payments are to be made payable to Williamson County and shall be paid upon the USER's execution and delivery of this Agreement to the COUNTY .
- (b) In the event of a cancellation, as set forth above, all License Fees and payments will not be refunded. All additional costs for labor and services supplied must be paid for by USER directly if a deposit has not been paid at the time of the cancellation.
- (c) All deposits and payments will be credited against costs when invoiced. Incidental costs and balance of any fees that may be due, if any, are due upon receipt of invoice.

6. CERTIFICATE OF INSURANCE:

USER shall provide COUNTY with a certificate of insurance evidencing comprehensive liability and property damage insurance with coverage of at least one million dollars (\$1,000,000) combined single limit. The coverage must be on a per occurrence basis and must be issued by a company licensed to provide such coverage in the State of Texas. The COUNTY shall be named as an additional insured.

All insurance provided by USER shall provide that the same is, in relation to any insurance maintained by COUNTY, primary and such other insurance maintained by COUNTY shall be excess or non-contributory.

7. PARKING; STORAGE:

All tents, vehicles, trailers and equipment parked or situated in, on or around the Authorized Area shall be parked in accordance with COUNTY's requirements, state law and/or local municipal ordinances. In advance of use of the Authorized Area, USER must submit to COUNTY a plan that depicts the areas that USER would like to use for parking and storage. COUNTY shall, in its sole discretion, instruct USER as to the allowable areas for USER's parking and storage.

8. INTERRUPTION OR TERMINATION OF PERMITTED USE

COUNTY shall retain the rights to cause the interruption of any Permitted Use in the interest of public safety, and to likewise cause the termination of such Permitted Use when, in the sole judgment of COUNTY, such act is necessary in the interests of public safety.

9. MANAGEMENT AND SAFETY:

In permitting the occupancy of Authorized Area by USER, COUNTY retains and does not relinquish the right to issue and enforce such rules, regulations and directives as it may deem necessary for the safe, orderly and commercially sound operation of the Authorized Area. COUNTY employees and agents may enter and have access to the areas furnished hereunder at any time, and authorized personnel may enter at reasonable times necessary to the performance of their duties. COUNTY reserves the right to eject any objectionable person or persons from the Authorized Area, including and upon the exercise of this authority through COUNTY, its agents or officers, **the USER, on behalf of itself, its agents and employees, hereby waives any rights and all claims for damages against COUNTY arising from such occurrences.** The USER agrees that it will not allow any person at, in or about the Authorized Area who shall, upon reasonable nondiscriminatory grounds, be objected to by COUNTY. Such person's right to use the Authorized Area and the Authorized Area therein may be revoked by COUNTY. Unless otherwise specified in writing, COUNTY shall be entitled to schedule other events similar to the Permitted Uses both before and after the date of this Agreement without notice to USER.

USER shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the USER's use of the Authorized Area. USER shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to USER and/or its agents, contractors, employees, patrons, performers or guests, all other persons in, on or around the Authorized Area and all property in, on or around the Authorized Area, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

USER shall erect and maintain, as required by existing conditions and the intended use of the Authorized Area, all reasonable safeguards including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. USER shall protect adjacent properties from any damage caused by acts of USER, and shall pay for any repairs to same made necessary by any acts of USER.

10. COOPERATION WITH ALL OTHER USERS:

USER acknowledges that COUNTY will make available, for use by others, such portions, areas and facilities of the Authorized Area that are not subject to this Agreement. The USER agrees to cooperate in good faith with COUNTY and those persons using other portions and areas of the Authorized Area.

11. ALCOHOLIC BEVERAGES:

USER hereby acknowledges and agrees that **no** alcoholic beverages shall be consumed or possessed by USER its agents, contractors, employees, patrons, performers or guests while in, on or about the Authorized Area.

12. ASSUMPTION OF RISK:

USER, in using the Authorized Area and other facilities of the Authorized Area and equipment therein, if any, whether such equipment is specifically described or not, does so at its own risk. COUNTY shall not be liable for any damages to property or damages arising from personal injuries sustained by USER or any of its agents, contractors, employees, patrons, performers or guests, in, on or about the Authorized Area, or of any other portion of the Authorized Area, including buildings, parking area walkways of the Authorized Area, unless such damage or injury is caused by the COUNTY's negligence or willful misconduct. USER assumes full responsibility for any property damage or injury which may occur to USER, its agents, contractors, employees, patrons, performers or guests in, on or about the Authorized Area or other portion of the Authorized Area, unless such damage or injury is caused by the COUNTY's negligence or willful misconduct.

13. INDEMNIFICATION:

USER shall conduct its activities upon the Authorized Area so as not to endanger any person thereon and USER agrees to indemnify, defend, and hold harmless COUNTY and its respective officials, officers, agents, employees and representatives (collectively, the "Indemnified Persons") from and against any and all liability, losses, claims, demands, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and litigation expenses) to which any of the Indemnified Persons may become subject by reason of, or in any way related to, (i) the use of the Authorized Area by USER or its agents, contractors,

employees, patrons, performers or guests or breaches of applicable codes, laws, rules and regulations by the USER or its agents, contractors, employees, patrons, performers or guests, (ii) any action, omission or negligence, whether in whole or in part, of the USER or its agents, contractors, employees, patrons, performers or guests.

The Indemnified Persons shall not be liable or responsible for, and the USER hereby releases and forever discharges the Indemnified Persons from, any loss, damage or injury to any person or property of USER or its agents, contractors, employees, patrons, performers or guests in, on or around the Authorized Area or other portion of the Authorized Area resulting from any cause whatsoever, including but not limited to theft and vandalism. In no event shall any Indemnified Persons be liable to USER or its agents, contractors, employees, patrons, performers or guests for any consequential, special, exemplary or punitive damages suffered or incurred by USER or its agents, contractors, employees, patrons, performers or guests as a result of the actions or omissions of any Indemnified Person.

14. CAPACITY:

USER shall not permit, nor admit a larger number of persons than can safely or freely move about the Authorized Area.

15. STATUTES/PERMITS:

USER hereby acknowledges that COUNTY requires the full compliance of all Federal, State and local statutes and regulations as they may pertain to any and all activities conducted in, on or around the Authorized Area. This compliance includes sales activities and the mandated collection and remittance of all appropriate State and local sales taxes and purchase of business, parade or other types of permits.

16. NON-DISCRIMINATION:

The USER shall not discriminate against any person or persons in connection with admission, services, or privileges offered to or enjoyed by the general public because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin.

17. INFLAMMABLE MATERIALS:

USER shall not, without the prior written permission of COUNTY, use open flames, or use or store oils, burning fluids, camphene, kerosene, naphtha or gasoline or other gases for either mechanical or other purposes. USER shall file with COUNTY a written application for such use prior to USER obtaining COUNTY'S written permission therefor.

18. USE OF VEHICLES:

Except during specified move-in and move-out periods, the USER shall not drive or cause to be driven any vehicle on the Authorized Area without the written consent of the COUNTY.

19. LEGAL RECOURSE:

In the event the USER violates any of the terms or conditions of this Agreement, COUNTY shall have, in addition to any other legal recourse, the right to terminate this Agreement and obtain possession of the entire Authorized Area, and to remove and exclude the USER there from, all without service of notice or resort and without any legal liability on its part.

20. COMPLIANCE WITH LAW:

USER, at its sole cost and expense, shall comply and secure compliance with requirements, including, but not limited to, wage and hour guidelines, and shall faithfully observe and secure observance in the use of the Authorized Area of all municipal ordinances and State and Federal Statutes now in force or which may hereafter be in force.

21. NO SUBLETTING AND ASSIGNMENT:

USER shall not sublet, nor assign, pledge, hypothecate or mortgage this Agreement or any of its rights hereunder, without the prior written consent of the COUNTY.

22. LIENS:

USER agrees to pay promptly the costs, expenses and other charges incidental to the use and occupation of the Authorized Area authorized herein **and to hold the Indemnified Persons harmless from, and to indemnify and defend them against, any such expenses and charges and from all claims, demands and liens of whatever character arising by reason of contract, express or implied, or any part of any other act of omission on the part of any person other than the Indemnified Persons.** Such costs shall include all expenses and attorneys' fees incurred by the Indemnified Persons in connection with any asserted claim, demand or lien.

23. FORCE MAJEURE:

In the event COUNTY's obligations to the USER under this Agreement should be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God, or any law ordinance, rule of

regulation which becomes effective after the date of this Agreement or any other cause beyond COUNTY's reasonable control, COUNTY shall not be liable to perform. The USER hereby waives any claim for damages or compensation for such delay or failure to perform, other than a return to it of any monies paid directly to COUNTY, but no other.

24. CANCELLATION BY COUNTY:

This Agreement may be canceled without liability to COUNTY, under any of the following conditions: (a) if the USER is found to have provided false or misleading information to COUNTY, (b) if COUNTY finds that the use or proposed use will be detrimental to the health, safety or morals of COUNTY or to the efficient operation of the Authorized Area for the public welfare, (c) should any individual or group (members or guests) willfully or negligently mistreat or damage the equipment or Authorized Area or violate any of the policies, rules, regulations, terms and conditions established for use of the Authorized Area, (d) for failure to notify COUNTY of cancellation of any date or dates covered by the Agreement, (e) if USER defaults on any or has not completed all conditions and requirements for use of Authorized Area within the time required prior to USER's use of the Authorized Area, (f) in case the Authorized Area or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, wars or acts of military authorities, shall render the fulfillment of the contract difficult or impossible to perform, (g) if the Authorized Area is needed for public necessity or emergency use as determined by COUNTY or (h) upon thirty (30) days' written notice to USER.

25. GOVERNING LAW, VENUE:

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

26. BINDING EFFECT, ASSIGNABILITY:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns subject, in the case of USER, to the provisions of Section 21 above.

27. 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.

28. INDEMNIFICATION BY COUNTY:

USER acknowledges and agrees that under the Constitution and the laws of the State of Texas, COUNTY cannot enter into an agreement whereby COUNTY agrees to indemnify or hold harmless any other party, including but not limited to USER.

29. NOTICE:

Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

USER: As set forth on below USER's execution herein below

COUNTY: Williamson County Judge
Dan A. Gattis (or successor)
710 S. Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Attorney
Dee Hobbs (or successor)
405 M.L.K. St., Box #7
Georgetown, Texas 78626

30. 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.

31. REPORTS OF ACCIDENTS:

Within 24 hours after USER becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the USER), whether or not it results from or involves any action or failure to act by the USER or any employee or agent of the USER and which arises in any manner relating to the USER's use of the Authorized Area, the USER

shall send a written report of such accident or other event to the COUNTY, setting forth a full and concise statement of the facts pertaining thereto. The USER shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the USER, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the USER's use of the Authorized Area under this Agreement.

32. 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.

33. 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.

34. NO WAIVER:

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

35. OWNERSHIP OF PRODUCTION; PHOTOGRAPHY

If USER's use of the Authorized Area is for the production of photography (including without limitation by means of motion picture, still or videotape photography), all rights of every nature whatsoever in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder, shall be owned by USER and its successors, assigns and licensees. In connection with USER's user of the Authorized Area and the production of photography, USER may refer to the Authorized Area or any part thereof by any fictitious name and may attribute any fictitious events as occurring on the Authorized Area. COUNTY irrevocably grants to USER and USER's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and recreate all or a portion of the Authorized Area and to use such duplicates and recreations in any media and/or manner now known or hereafter devised in connection with the film, including without limitation sequels and remakes, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing; provided, however, the Authorized Area shall not be used for the production of any movie or scene that would be considered to be obscene pursuant to state and federal laws or as otherwise prohibited by this Agreement.

36. USES PROHIBITED

The Authorized Area shall not be used for the production of any still pictures, motion pictures, videotapes, photographs and sound recordings that would be considered to be obscene pursuant to state and/or federal laws or any use of the Authorized Area that would be defamatory to COUNTY. In the event USER should use the Authorized Area for such purposes, such use shall be deemed a material breach of this Agreement and COUNTY may avail itself of any remedies allowed at law or in equity.

37. ENTIRETY OF 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 AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

38. RETURN OF AGREEMENT

USER's Executed Agreement must be returned to the office of the Williamson County Judge at least twenty (20) days prior to the date that USER's intends to use of the Authorized Area, accompanied by payment of all fees and other conditions then due or this Agreement will be deemed null and void.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

EXHIBIT "A"

DESCRIPTION AND GENERAL TERMS OF AUTHORIZED AREA

The COUNTY does hereby grant, subject to the terms and provisions hereof, to USER, permission to use the following specified area(s), ingress and egress thereto via corridors and public areas devoted to ingress and egress, (the "Authorized Area"), for the following use and no other purpose (the "Permitted Use"):

Date(s): From - _____, 20__

To - _____, 20__

Hours: _____ a.m. to _____ p.m.*

***In the event USER uses the Authorized Area outside of COUNTY's normal business hours of 8:00 AM to 5:00 PM, Monday through Friday, USER must pay an additional \$45.20 per hour in order to reimburse COUNTY for personnel costs associated with after-hours work. Portions of an hour will be rounded up to a full hour. The total sum of this amount must be paid within ten (10) days of the expiration or termination of this Agreement. If USER fails to pay any such amounts when due, COUNTY will deduct all owing amounts from USER's security deposit in accordance with Section 2.(b) of the Agreement.**

Permitted Use (Description of Use): _____

Authorized Area (Location): _____

_____, _____

Security Deposit: \$ _____

License Fee: \$ _____

***Total License Fee shall be due and paid upon delivery of User's executed copy of this Agreement and prior to the date of use. Personnel and any other costs must be paid pursuant to the terms of this Agreement.**

EXHIBIT "A"

DESCRIPTION AND GENERAL TERMS OF AUTHORIZED AREA

The COUNTY does hereby grant, subject to the terms and provisions hereof, to USER, permission to use the following specified area(s), ingress and egress thereto via corridors and public areas devoted to ingress and egress, (the "Authorized Area"), for the following use and no other purpose (the "Permitted Use"):

Date(s): From - SEPT. 26, 2016
To - SEPT 26, 2016
Hours: 8 a.m. to 5 p.m.*

*In the event USER uses the Authorized Area outside of COUNTY's normal business hours of 8:00 AM to 5:00 PM, Monday through Friday, USER must pay an additional \$45.20 per hour in order to reimburse COUNTY for personnel costs associated with after-hours work. Portions of an hour will be rounded up to a full hour. The total sum of this amount must be paid within ten (10) days of the expiration or termination of this Agreement. If USER fails to pay any such amounts when due, COUNTY will deduct all owing amounts from USER's security deposit in accordance with Section 2.(b) of the Agreement.

Permitted Use (Description of Use):

filming around jail cells for
documentary recreations

Authorized Area (Location):

Interior Williamson County Jail
2nd floor cell and hallway

Security Deposit:

\$

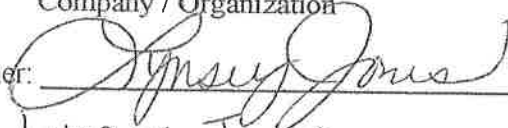
License Fee:

\$ 100.00

*Total License Fee shall be due and paid upon delivery of User's executed copy of this Agreement and prior to the date of use. Personnel and any other costs must be paid pursuant to the terms of this Agreement.

USER:

BAT BRIDGE ENTERTAINMENT
Company / Organization

Authorized Signer: 

Printed Name: LYNSEY JONES

Representative Capacity: _____

DATED September 8, 2016

Contact Person: LYNSEY JONES

Address: 504 W. 7th St.
Austin TX 78701
_____, _____ 78_____

Phone No.: (512) 400-0570

AS ACCEPTED AND EXECUTED:

COUNTY:

Dan A. Gattis, Williamson County Judge

DATED _____, 20____

Commissioners Court - Regular Session

42.

Meeting Date: 09/20/2016

Vehicle Agreements for County Sheriff

Submitted By: Deborah Wolf, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreements with:

- 1) Orenda Education (Renewal for next budget year-Security/Traffic Control of Campus)
- 2) N-Line Traffic (Traffic control for various locations in Williamson County)
- 3) Austin White Lime (Security for plant property on McNeil Road)
- 4) Taylor Rodeo Association (Security and Traffic control on September 23 & 24, 2016)
- 5) City of Round Rock (Traffic control on October 8th for Outlaw Trail 100 cycling event-CR 122\CR 110, Hwy 29 @ CR 100\CR 120, and Hwy 29 @ CR 1660\CR 126)

Background

These agreements give permission to contract County Deputies in a private capacity.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Orenda0916](#)

[N-Line Traffic0916](#)

[AustinWhiteLime0916](#)

[TaylorRodeo0916](#)

[CityofRoundRock0916](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Deborah Wolf

Final Approval Date: 09/15/2016

Reviewed By

Wendy Coco

Date

09/15/2016 09:55 AM

Started On: 09/15/2016 08:41 AM

STATE OF TEXAS § VEHICLE REIMBURSEMENT
 § AGREEMENT WITH
 § NON-GOVERNMENTAL
 § ORGANIZATION
 § REGARDING OFF-DUTY
 COUNTY OF WILLIAMSON § CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. *NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.*
2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the October 1, 2016 and shall terminate on September 30, 2017. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.¹
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

¹ It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Orenda Education

Signature: Margina Escobar

Printed Name: Margina Escobar

Title: Director of Financial Services

Date: August 26, 2016

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Williamson County Sheriff's Office

Printed Name of Official: James R. Wilson

Signature of Official: James R. Wilson

Date: 9-14, 2016

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

STATE OF TEXAS	§	VEHICLE REIMBURSEMENT
	§	AGREEMENT WITH
	§	NON-GOVERNMENTAL
	§	ORGANIZATION
	§	REGARDING OFF-DUTY
COUNTY OF WILLIAMSON	§	CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. *NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.*
2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the OCTOBER 1, 2016 and shall terminate on September 30, 2017. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting “off-duty” work must be both “full time” and “entitled” to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and “reserve” officers may not conduct “off-duty” work.¹
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION’s fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below.

COUNTY: Williamson County Auditor’s Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

¹ It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov’t Code § 152.011.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: N-LINE an AWP company

Signature: 

Printed Name: TODD ENGLAND

Title: AREA MANAGER

Date: 9/9, 2016

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: James R. Wilson

Signature of Official: 

Date: 9-18-16, 2016

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

STATE OF TEXAS	§	VEHICLE REIMBURSEMENT
	§	AGREEMENT WITH
	§	NON-GOVERNMENTAL
	§	ORGANIZATION
	§	REGARDING OFF-DUTY
COUNTY OF WILLIAMSON	§	CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. *NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.*
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the October 1, 2016 and shall terminate on September 30, 2017. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting “off-duty” work must be both “full time” and “entitled” to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and “reserve” officers may not conduct “off-duty” work.¹
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION’s fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below.

COUNTY: Williamson County Auditor’s Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626


9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

¹ It is the commissioner’s court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov’t Code § 152.011.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: **Austin White Lime Company**

Signature: 

Printed Name: **Andrew L. West**

Title: **Safety & Health Comp Specialist**

Date: September 6, 2016

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: James R. Wilson

Signature of Official: 

Date: 9-14, 2016

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

STATE OF TEXAS § VEHICLE REIMBURSEMENT
 § AGREEMENT WITH
 § NON-GOVERNMENTAL
 § ORGANIZATION
 § REGARDING OFF-DUTY
 COUNTY OF WILLIAMSON § CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. *NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.*
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the SEPTEMBER 23, 2016 and shall terminate on September 30, 2016. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.¹
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

¹ It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: TAYLOR RODEO ASSOCIATION

Signature: 

Printed Name: JOHN W CARTER

Title: PRESIDENT

Date: SEPTEMBER 7, 2016

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: James R. Wilson

Signature of Official: 

Date: 9-14-2016

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

STATE OF TEXAS § STANDARD AGREEMENT WITH
 § LOCAL GOVERNMENTAL ENTITY
 § REGARDING OFF-DUTY
 § CONTRACTING OF COUNTY
 COUNTY OF WILLIAMSON § SHERIFF DEPUTIES

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County SHERIFF'S Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. *LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.*
2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractor relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES employment with the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
4. The term of this AGREEMENT shall begin on the City of Round Rock, 2017 and shall terminate on September 30, 2017, and will have two additional

10-20-17-14

one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2017, and October 1, 2018. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2020.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of \$8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.
8. LGE agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.
10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

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

LGE:

Name of LGE:

Williamson County

Signature:

Printed Name:

William R. Wilson

Title:

County Sheriff

Date:

9.14, 2016

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official:

James R. Wilson

Signature of Official:

James R. Wilson

Date:

9.14, 2016

Address of Office:

508 S. Rock St.
Georgetown, TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Commissioners Court - Regular Session

43.

Meeting Date: 09/20/2016

FEMA Project Number PA-06-TX-4223-PW02152-Amendment 1 Project Title-WIL007A County Wide Debris Removal

Submitted For: Jarred Thomas

Submitted By: Cynthia Hood, Emergency Manager

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title - WIL007A County Wide Debris Removal-Amendment 1

Background

Catalog of Federal Domestic Assistance (CFDA) number 97.036 FEMA Project Number PA-06-TX-4223-PW02152 Amendment 1-Project Title WIL007A County Wide Debris Removal, Period of Performance 05-29-2015 to 11-29-2016. This disaster recovery grant is an 80 percent federal share and 20 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
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Attachments

[WIL007A-PW02152\(1\)](#)

[Terms and Conditions](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Cynthia Hood

Final Approval Date: 09/12/2016

Reviewed By

Wendy Coco

Date

09/12/2016 01:39 PM

Started On: 09/12/2016 12:30 PM

PA-06-TX-4223-PW-02152(1) P	
Applicant Name:	Application Title:
WILLIAMSON (COUNTY)	WIL007A- Countywide Debris Removal
Period of Performance Start:	Period of Performance End:
05-29-2015	11-29-2015

Subgrant Application - Entire Application

Application Title: [WIL007A- Countywide Debris Removal](#)

Application Number: [PA-06-TX-4223-PW-02152\(1\)](#)

Application Type: [Subgrant Application \(PW\)](#)

Preparer Information

Prefix	Mr.
First Name	Paul
Middle Initial	H
Last Name	Pon
Title	Project Specialist
Agency/Organization Name	FEMA
Address 1	800 North Loop 288
Address 2	
City	Denton
State	TX
Zip	76209
Email	Chris.Walsh@fema.dhs.gov

Is the application preparer the Point of Contact? No

Point of Contact Information

Prefix	Mr.
First Name	Dan
Middle Initial	
Last Name	Gattis
Title	County Judge
Agency/Organization	Williamson County
Address 1	710 Main Street , Suite 101
Address 2	
City	Georgetown
State	TX
ZIP	78626

Phone 512-943-1577
 Fax
 Email dgattis@wilco.org

Alternate Point of Contact Information

Prefix Mr.
 First Name Jarred
 Middle Initial
 Last Name Thomas
 Title E.M.C.
 Agency/Organization Williamson County
 Address 1 710 Main Street
 Address 2
 City Georgetown
 State TX
 ZIP 78626
 Phone 512-864-8227
 Fax
 Email jthomas@wilco.org

Project Description

Disaster Number: 4223
 Pre-Application Number: PA-06-TX-4223-RPA-0134
 Applicant ID: 491-99491-00
 Applicant Name: WILLIAMSON (COUNTY)
 Subdivision:
 Project Number: WIL007A
 Standard Project Number/Title: 120 - Debris Alternative Procedures
 Please Indicate the Project Type: Neither Alternate nor Improved
 Application Title: WIL007A- Countywide Debris Removal
 Category: A.DEBRIS REMOVAL
 Percentage Work Completed? 100.0 %
 As of Date: 06-10-2015

Comments						
Attachments						
User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
HAROLD JEFFERS JR	04-05-2016	Miscellaneous	WIL007A - Debris PAAP Form		WIL007A - Debris PAAP Acknowledgement Form.pdf (280.74 kb)	View
PAUL PON		Map				View

06-28-2016	WIL007A Williamson County Landfill Location Map	WIL007A Williamson County Landfill Location Map.pdf (1.27 Mb)
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Damage Facilities (Part 1 of 2)

Facility Number	Facility Name	Address	County	City	State	ZIP	Site Previously Damaged?	Action
1	Williamson County Courthouse	710 Main St.	Williamson	Georgetown	TX	78626	No	

Comments						
Attachments						
User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
HAROLD JEFFERS JR	04-05-2016	Miscellaneous	WIL007A - Employee Policy Manual		WIL007A - Employee Policy Manual.pdf(3.92 Mb)	View
PAUL PON	06-27-2016	Requested Info from Applicant	WIL007A Load Ticket Invoice Email		WIL007A Load Ticket Invoice Email.pdf(98.70 kb)	View
PAUL PON	06-30-2016	Photos	WIL007A - Vegetative Debris Photos		WIL007A - Vegetative Debris Photos.pdf(1.21 Mb)	View

Facility Name:	Williamson County Courthouse
Address 1:	710 Main St.
Address 2:	
County:	Williamson
City:	Georgetown
State:	TX
ZIP:	78626
Was this site previously damaged?	No
Percentage Work Completed?	100.00 %
Location:	PA-06-TX-4223-PW-02152(0): Williamson County Courthouse, 710 Main St., Georgetown, TX 78626. 30.60143, -97.55354 Williamson County Landfill, 600 C.R. 128, Hutto, TX 78634. 30.60143, -97.55354
Damage Description and Dimensions:	PA-06-TX-4223-PW-02152(0): *****This Project is to be funded at 85% Federal Share***** As a direct result of the Severe Storms, Tornadoes, Straight-line Winds and Flooding occurring during the incident period of May 4 through June

	<p>22, 2015, Williamson County's roads were impacted by debris. The event deposited 642 CYs of vegetative debris which posed a threat to public health and safety and inhibited emergency vehicles response. The debris blocked ingress, egress of the general public. The debris was brought to the right-of-way by the residents, which was collected and removed by sub-recipient using Force Account Labor and equipment for debris removal.</p>
Scope of Work:	<p>PA-06-TX-4223-PW-02152(0): *****This Project is to be funded at 85% Federal Share*****</p> <p>This Project Worksheet addresses the 30 day period from May 4, 2015 through June 2, 2015, 2 additional amendments will be prepared to capture remaining debris operations.</p> <p>The sub-recipient used 405.5 hours of Force Account Straight time, 3.5 hours of Force Account Overtime, eligible under the PAAP Pilot Program for debris removal, and 298 hours of Force Account Equipment, to remove vegetative and C&D debris.</p> <p>Approximately 320 CYs of vegetative debris were disposed of via chop and drop</p> <p>Approximately 84 CYs vegetative debris were transported to Williamson County Landfill, Permit # 1405B, located at 600 Co. Road 128 Hutto, TX 78634, GPS 30.60143, -97.55354</p> <p>Monitoring: No monitoring fees were incurred as Harrison County performed all debris removal operations using FA labor and equipment.</p> <p>Force Account Labor Straight Time - 405.5 hours = \$10,837.29 Force Account Labor Overtime – 3.5 hours = \$111.56 Force Account Equipment – 298 hours = \$11,138.38 Load Ticket Invoices Contract Cost = \$546.00</p> <p>Total of this project = \$22,633.23</p> <p>Cost per CY \$22,633.23/ 404 CYs = \$56.02, this cost is high due to the fact that some of the chop and drop was performed simultaneous with debris removal operations that related to debris disposed of at the landfill making some of the costs inseparable, additionally debris taken to the landfill was reduced via chipping. As such cubic yardage recorded for this project was lower than it would've otherwise been.</p> <p>PROJECT NOTES:</p> <p>The Direct Administrative Cost will be captured in amendments (1) at 80 % and amendment (2) at 75%.</p> <p>CATEGORY A SUBGRANT APPLICATIONS: For coordination regarding collection and disposal of debris and waste, including hazardous materials, the applicant shall contact the Department of Environmental Quality. All debris shall be disposed in an approved and permitted location. The applicant is responsible for obtaining any required permits prior to initiation of physical work on the project and must comply with all conditions of the required permits.</p> <p>Accelerated Debris Removal (85% Federal Share): Subrecipient has</p>

chosen to participate in the Accelerated Debris Removal Alternative Procedure. This covers debris removal activities from day 0-30 after the start of the incident period reimbursable at the authorized 85% Federal Share.

Force Account Labor (Straight-Time): Subrecipient has chosen to participate in the Straight-Time Force Account Labor Alternative Procedure for Debris Removal. As a result, straight-time force account labor, including fringe benefits, will be reimbursed on the PW.

DIRECT ADMINISTRATIVE COSTS: The Subrecipient requested Direct Administrative Costs (DAC) that are directly chargeable to this project. Associated eligible work is related administration of the PA project only and in accordance with 2 CFR 200.413. These costs are treated consistently and uniformly as direct costs in all federal awards and other Subrecipient activities and are not included in any approved indirect cost rates.

Hazard Mitigation – (Emergency Work)

-- HAZARD MITIGATION PROPOSAL: No measure has been considered and is Not Applicable. No further action is required for the HMP.

PROCUREMENT: The Sub recipient was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Subrecipient must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by 2 CFR 317-326.

RECORD RETENTION: As described in 2 CFR 200.33 Subrecipient must maintain all work-related records for a period of three (3) years from Subrecipient closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

PERMITS: Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds. The Subrecipient is responsible for obtaining all required permits prior to the commencement of work.

ENVIRONMENTAL AND HISTORIC PRESERVATION: Subrecipient must comply with all applicable environmental and historic preservation laws. Federal funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds.

CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION): The Subrecipient shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant should immediately notify, Texas Division of Emergency Management prior to starting work.

INSURANCE REVIEW: The Subrecipient is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252

and 206.253. If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the Subrecipient's insurance policy which may affect the total amount of the project. Approval of this project may result in an obtain/maintain insurance requirement. The Subrecipient must comply with insurance reviewer terms and conditions upon receipt of sub-grant from the State.

COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS: Costs used to formulate this project were based on: [select all that apply and include data dates]

- Unit Costs provided by Applicant
- FEMA cost codes

AUDIT STATEMENT: All documentation related to this project worksheet is subject to audit and must reflect disaster – related work and project – specific cost. The Subrecipient has been advised of responsibility to maintain supporting documentation (records). The type of records to be maintained is specified in FEMA policy 2 CFR Subpart F, Audit Requirements. Records must be maintained for three 3 years from the date the last project was completed or from the date final payment was received, whichever is later.

By accepting this grant the Subrecipient to the best of their ability acknowledges that all damages described within this Subrecipient Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of 05/04/2015 thru 06/22/2015 with the exception of requests for alternate or improved projects.

BACKUP DOCUMENTATION: Backup Documentation has been reviewed and a 100% sampling has been included with this project.

SMALL PROJECTS, ANY CATEGORY: For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg. 121.) FEMA does not perform final inspections on small projects; however, the state must certify compliance. The Subrecipient does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

SMALL PROJECT CHANGE REQUEST: Change requests to small project worksheets will not be approved unless there is a change in the approved scope of work. This change must be approved prior to the construction. If after completion of all small projects the applicant incurs a significant net small project overrun, the Subrecipient must file an appeal within 60 day of completion of the applicant's last small project. All requests must be submitted through the Recipient.

*****This Project is to be funded at 80% Federal Share*****

Amendment 1:

This amendment addresses the 31- 90 day period from June 3, 2015 through August 1, 2015, there will be one additional amendment to cover a DAC.

Accelerated Debris Removal (80% Federal Share): The sub-recipient has

chosen to participate in the Accelerated Debris Removal Alternative Procedure. This covers debris removal activities from days 31-90 reimbursable at the authorized 80% Federal Share

The sub-recipient used 62 hours of Force Account Straight time, eligible under the PAAP Pilot Program for debris removal, 51.5 hours of Force Account Equipment, and Contract Service to remove 238 CYs vegetative debris.

Approximately 210 CYs of vegetative debris was disposed of via chop and drop
28 CYs of Vegetative debris was transported to Williamson County Landfill, Permit # 1405B, located at 600 Co. Road 128 Hutto, TX 78634, GPS 30.60143, -97.55354

Monitoring: No monitoring fees were incurred as Williamson County performed all debris removal operations using FA labor and equipment.

Force Account Labor Straight Time – 62 hours = \$1,648.26
Force Account Equipment – 51.5 hours = \$1,491.94
Contracts – Debris Removal - \$182.00

Amendment 1 subtotal = \$3,322.20
Amendment 1 DAC subtotal 9.5 hours - \$447.18

Amendment 1 Total = \$3,769.38

Cost per CY \$3,322.20/238 CYs = \$13.96 per CY, this cost is reasonable in accordance with the USACE and Region 6 historical data

The DAC for this project is excessive due to the sub grantee having to produce the backup documentation several time due to project specialist changes.

Hazard Mitigation Proposal

* Is effective mitigation feasible on this site?	No
--	----

If you answered **Yes** to the above question, the next question is required

Will mitigation be performed on this site?	No
--	----

If you answered **Yes** to the above question, the next question is required

Do you wish to attach a Hazard Mitigation Proposal?	No
---	----

If you answered **Yes** to the above question, the next two questions are required

Please provide the Scope of Work for the estimate: <small>(maximum 4000 characters)</small>	
--	--

Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost?	No
---	----

GIS Coordinates

Project Location	Latitude	Longitude
Williamson County Landfill, C.R. 128.	30.60143	-97.55354
Williamson County Courthouse, 710 Main St., Georgetown, TX 78626	30.63711	-97.67734

Special Considerations

1. Does the damaged facility or item of work have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles, etc)? No
2. Is the damaged facility located within a floodplain or coastal high hazard area and/or does it have an impact on a floodplain or wetland? No
3. Is the damaged facility or item of work located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area? No
4. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint, material, location, capacity, use of function)? No
5. Does the applicant have a hazard mitigation proposal or would the applicant like technical assistance for a hazard mitigation proposal? No
6. Is the damaged facility on the National Register of Historic Places or the state historic listing? Is it older than 50 years? Are there more, similar buildings near the site? No
7. Are there any pristine or undisturbed areas on, or near, the project site? Are there large tracts of forestland? No
8. Are there any hazardous materials at or adjacent to the damaged facility and/or item of work? No
9. Are there any other environmental or controversial issues associated with the damaged facility and/or item of work? No

Attachments

Mitigation section is not applicable for your project category.

Cost Estimate

Is this Project Worksheet for	PA Alternative Procedures
-------------------------------	---------------------------

(Preferred) Repair									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
*** Version 0 ***									
Work Completed									
1	9221	PAAP Accelerated Debris Removal 0-30 days – 85% Federal Share	1	LS	\$ 0.00	OTHER	Work Completed	\$ 0.00	
2	9226	Force Account Labor (Straight Time) - Debris Removal	1	LS	\$ 10,837.29	PERSONNEL	Work Completed	\$ 10,837.29	
3	9227	Force Account Labor (Over Time) -	1	LS	\$ 111.56	PERSONNEL	Work Completed	\$ 111.56	

		Debris Removal							
4	9008	Equipment	1	LS	\$ 11,138.38	EQUIPMENT	Work Completed	\$ 11,138.38	
5	9231	Contract - Debris Removal	1	LS	\$ 546.00	CONTRACTUAL	Work Completed	\$ 546.00	
*** Version 1 ***									
Work Completed									
6	9222	PAAP Accelerated Debris Removal 31-90 days – 80% Federal Share	1	LS	\$ 0.00	OTHER	Work Completed	\$ 0.00	
7	9226	Force Account Labor (Straight Time) - Debris Removal	1	LS	\$ 1,648.26	PERSONNEL	Work Completed	\$ 1,648.26	
8	9008	Equipment	1	LS	\$ 1,491.94	EQUIPMENT	Work Completed	\$ 1,491.94	
9	9231	Contract - Debris Removal	1	LS	\$ 182.00	CONTRACTUAL	Work Completed	\$ 182.00	
10	9901	Direct Administrative Costs (Subgrantee)	1	LS	\$ 447.18	INDIRECT CHARGES	Work Completed	\$ 447.18	
								Total Cost : \$ 26,402.61	

Insurance Adjustments (Deductibles, Proceeds and Settlements) - 5900/5901									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
								Total Cost : \$ 0.00	

Total Cost Estimate: <i>(Preferred Estimate Type + Insurance Adjustments)</i>	\$ 26,402.61
---	---------------------

Comments						
Attachments						
User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
PAUL PON	06-27-2016	Additional Information	WIL007A - Fringe Benefits		WIL007A - Fringe Benefits.pdf (75.40 kb)	View
						View

PAUL PON	06-27-2016	Additional Information	WIL007A - Force Acct. Equipment Inventory		WIL007A - Force Acct. Equipment Inventory.pdf (819.64 kb)	
PAUL PON	06-28-2016	Additional Information	WIL007A - 85% Timecards and SOEs		WIL007A - 85% Timecards and SOEs.pdf(4.10 Mb)	View
PAUL PON	06-29-2016	Additional Information	WIL007A - 85% Daily Work Reports		WIL007A - 85% Daily Work Reports.pdf(4.67 Mb)	View
PAUL PON	06-30-2016	Force Account	WIL007A 85% Force Account & Contract		WIL007A 85% Force Account & Contract.pdf(55.17 kb)	View
PAUL PON	06-30-2016	Invoice	WIL007A - 85% Load Ticket invoices		WIL007A - 85% Load Ticket invoices.pdf(1.99 Mb)	View
PAUL PON	07-21-2016	Force Account	WIL007A - 85% Contract Summary		WIL007A 85% Contract Summary.pdf(7.48 kb)	View
PAUL PON	07-22-2016	Project Worksheet	WIL007 80% Force account & Contract		WIL007 80% Force account & Contract.pdf(30.16 kb)	View
PAUL PON	07-22-2016	Force Account	WIL007A 80% Timecards & SOEs		WIL007A 80% Timecards & SOEs.pdf(5.37 Mb)	View
PAUL PON	07-22-2016	Force Account	WIL007A 80% Work Reports		WIL007A 80% Work Reports.pdf(5.24 Mb)	View
PAUL PON	07-22-2016	Additional Information	WIL007A - 80% DAC		WIL007A - 80% DAC.pdf (88.83 kb)	View
PAUL PON	07-25-2016	Invoice	WIL007A 80% Load Ticket Invoice		WIL007A 80% Load Ticket Invoice.pdf.pdf(1.72 Mb)	View

Existing Insurance Information

Insurance Type	Policy No.	Bldg/Property Amount	Content Amount	Insurance Amount	Deductible Amount	Years Required
General	2460	\$ 210,623,000.00	\$ 43,762,000.00	\$ 254,385,000.00	\$ 10,000.00	0
Flood	2460	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00	\$ 25,000.00	0
Flood	2460 In SFHA	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 500,000.00	0

Comments
Richard Freeman, Insurance Specialist, 7/28/2016, PA-06-TX-4223-PW-02152(1), Williamson County: This PW Version (1) addresses the 31-90 day period under the PAAP Pilot Program for debris removal. The original insurance review comment and conditions prepared by Insurance Specialist, Marc Bishop, on 7/7/2016, remains applicable as written:
Attachments

Comments and Attachments

Name of Section	Comment	Attachment
Project Description		WIL007A - Debris PAAP Acknowledgement Form.pdf (04-05-2016)
Damage Facilities		WIL007A Williamson County Landfill Location Map.pdf (06-28-2016)

Comments and Attachments

[WIL007A - Employee Policy Manual.pdf](#) (04-05-2016)

[WIL007A Load Ticket Invoice Email.pdf](#) (06-27-2016)

[WIL007A - Vegetative Debris Photos.pdf](#) (06-30-2016)

[WIL007A - Fringe Benefits.pdf](#) (06-27-2016)

[WIL007A - Force Acct. Equipment Inventory.pdf](#) (06-27-2016)

[WIL007A - 85% Timecards and SOEs.pdf](#) (06-28-2016)

[WIL007A - 85% Daily Work Reports.pdf](#) (06-29-2016)

[WIL007A 85% Force Account & Contract.pdf](#) (06-30-2016)

[WIL007A - 85% Load Ticket invoices.pdf](#) (06-30-2016)

[WIL007A 85% Contract Summary.pdf](#) (07-21-2016)

[WIL007 80% Force account & Contract.pdf](#) (07-22-2016)

[WIL007A 80% Timecards & SOEs.pdf](#) (07-22-2016)

[WIL007A 80% Work Reports.pdf](#) (07-22-2016)

[WIL007A - 80% DAC.pdf](#) (07-22-2016)

[WIL007A 80% Load Ticket Invoice.pdf.pdf](#) (07-25-2016)

Cost Estimate

Insurance Information

Comments and Attachments

Richard Freeman, Insurance Specialist, 7/28/2016, PA-06-TX-4223-PW-02152(1), Williamson County: This PW Version (1) addresses the 31-90 day period under the PAAP Pilot Program for debris removal. The original insurance review comment and conditions prepared by Insurance Specialist, Marc Bishop, on 7/7/2016, remains applicable as written:

[WIL007A - 85% Signed 90-91 Form.pdf](#) (07-21-2016)

Form 90-91

Bundle Reference # (Amendment #)	Date Awarded
PA-06-TX-4223-PW-02152(2284)	07-18-2016

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 84%

FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT WORKSHEET

DISASTER	PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA 4223 - DR -TX	WIL007A	491-99491-00	07-07-2016	A

APPLICANT: WILLIAMSON (COUNTY)	WORK COMPLETE AS OF: 06-10-2015 : 100 %
--------------------------------	--

Site 1 of 1

DAMAGED FACILITY: Williamson County Courthouse	COUNTY: Williamson
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LOCATION: PA-06-TX-4223-PW-02152(0): Williamson County Courthouse, 710 Main St., Georgetown, TX 78626. 30.60143, -97.55354 Williamson County Landfill, 600 C.R. 128, Hutto, TX 78634. 30.60143, -97.55354 Current Version:	LATITUDE: 30.60143 30.63711	LONGITUDE: -97.55354 -97.67734
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DAMAGE DESCRIPTION AND DIMENSIONS: PA-06-TX-4223-PW-02152(0): *****This Project is to be funded at 85% Federal Share***** As a direct result of the Severe Storms, Tornadoes, Straight-line Winds and Flooding occurring during the incident period of May 4 through June 22, 2015, Williamson County's roads were impacted by debris. The event deposited 642 CYs of vegetative debris which posed a threat to public health and safety and inhibited emergency vehicles response. The debris blocked ingress, egress of the general public. The debris was brought to the right-of-way by the residents, which was collected and removed by sub-recipient using Force Account Labor and equipment for debris removal. Current Version:
--

SCOPE OF WORK: PA-06-TX-4223-PW-02152(0): *****This Project is to be funded at 85% Federal Share***** This Project Worksheet addresses the 30 day period from May 4, 2015 through June 2, 2015, 2 additional amendments will be prepared to capture remaining debris operations. The sub-recipient used 405.5 hours of Force Account Straight time, 3.5 hours of Force Account Overtime, eligible under the PAAP Pilot Program for debris removal, and 298 hours of Force Account Equipment, to remove vegetative and C&D debris. Approximately 320 CYs of vegetative debris were disposed of via chop and drop
--

Approximately 84 CYs vegetative debris were transported to Williamson County Landfill, Permit # 1405B, located at 600 Co. Road 128 Hutto, TX 78634, GPS 30.60143, -97.55354

Monitoring: No monitoring fees were incurred as Harrison County performed all debris removal operations using FA labor and equipment.

Force Account Labor Straight Time - 405.5 hours = \$10,837.29
Force Account Labor Overtime – 3.5 hours = \$111.56
Force Account Equipment – 298 hours = \$11,138.38
Load Ticket Invoices Contract Cost = \$546.00

Total of this project = \$22,633.23

Cost per CY \$22,633.23/ 404 CYs = \$56.02, this cost is high due to the fact that some of the chop and drop was performed simultaneous with debris removal operations that related to debris disposed of at the landfill making some of the costs inseparable, additionally debris taken to the landfill was reduced via chipping. As such cubic yardage recorded for this project was lower than it would've otherwise been.

PROJECT NOTES:

The Direct Administrative Cost will be captured in amendments (1) at 80 % and amendment (2) at 75%.

CATEGORY A SUBGRANT APPLICATIONS: For coordination regarding collection and disposal of debris and waste, including hazardous materials, the applicant shall contact the Department of Environmental Quality. All debris shall be disposed in an approved and permitted location. The applicant is responsible for obtaining any required permits prior to initiation of physical work on the project and must comply with all conditions of the required permits.

Accelerated Debris Removal (85% Federal Share): Subrecipient has chosen to participate in the Accelerated Debris Removal Alternative Procedure. This covers debris removal activities from day 0-30 after the start of the incident period reimbursable at the authorized 85% Federal Share.

Force Account Labor (Straight-Time): Subrecipient has chosen to participate in the Straight-Time Force Account Labor Alternative Procedure for Debris Removal. As a result, straight-time force account labor, including fringe benefits, will be reimbursed on the PW.

DIRECT ADMINISTRATIVE COSTS: The Subrecipient requested Direct Administrative Costs (DAC) that are directly chargeable to this project. Associated eligible work is related administration of the PA project only and in accordance with 2 CFR 200.413. These costs are treated consistently and uniformly as direct costs in all federal awards and other Subrecipient activities and are not included in any approved indirect cost rates.

Hazard Mitigation – (Emergency Work)

-- HAZARD MITIGATION PROPOSAL: No measure has been considered and is Not Applicable. No further action is required for the HMP.

PROCUREMENT: The Sub recipient was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Subrecipient must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by 2 CFR 317-326.

RECORD RETENTION: As described in 2 CFR 200.33 Subrecipient must maintain all work-related records for a period of three (3) years from Subrecipient closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

PERMITS: Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds. The Subrecipient is responsible for obtaining all required permits prior to the commencement of work.

ENVIRONMENTAL AND HISTORIC PRESERVATION: Subrecipient must comply with all applicable environmental and historic preservation laws. Federal funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds.

CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION): The Subrecipient shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant should immediately notify, Texas Division of Emergency Management prior to starting work.

INSURANCE REVIEW: The Subrecipient is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252 and 206.253. If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the Subrecipient's insurance policy which may affect the total amount of the project. Approval of this project may result in an obtain/maintain insurance requirement. The Subrecipient must comply with insurance reviewer terms and conditions upon receipt of sub-grant from the State.

COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS: Costs used to formulate this project were based on: [select all that apply and include data dates]

- Unit Costs provided by Applicant
- FEMA cost codes

AUDIT STATEMENT: All documentation related to this project worksheet is subject to audit and must reflect disaster – related work and

project – specific cost. The Subrecipient has been advised of responsibility to maintain supporting documentation (records). The type of records to be maintained is specified in FEMA policy 2 CFR Subpart F, Audit Requirements. Records must be maintained for three 3 years from the date the last project was completed or from the date final payment was received, whichever is later.

By accepting this grant the Subrecipient to the best of their ability acknowledges that all damages described within this Subrecipient Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of 05/04/2015 thru 06/22/2015 with the exception of requests for alternate or improved projects.

BACKUP DOCUMENTATION: Backup Documentation has been reviewed and a 100% sampling has been included with this project.

SMALL PROJECTS, ANY CATEGORY: For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg. 121.) FEMA does not perform final inspections on small projects; however, the state must certify compliance. The Subrecipient does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

SMALL PROJECT CHANGE REQUEST: Change requests to small project worksheets will not be approved unless there is a change in the approved scope of work. This change must be approved prior to the construction. If after completion of all small projects the applicant incurs a significant net small project overrun, the Subrecipient must file an appeal within 60 day of completion of the applicant’s last small project. All requests must be submitted through the Recipient.

Current Version:

*****This Project is to be funded at 80% Federal Share*****

Amendment 1:

This amendment addresses the 31- 90 day period from June 3, 2015 through August 1, 2015, there will be one additional amendment to cover a DAC.

Accelerated Debris Removal (80% Federal Share): The sub-recipient has chosen to participate in the Accelerated Debris Removal Alternative Procedure. This covers debris removal activities from days 31-90 reimbursable at the authorized 80% Federal Share

The sub-recipient used 62 hours of Force Account Straight time, eligible under the PAAP Pilot Program for debris removal, 51.5 hours of Force Account Equipment, and Contract Service to remove 238 CYs vegetative debris.

Approximately 210 CYs of vegetative debris was disposed of via chop and drop
28 CYs of Vegetative debris was transported to Williamson County Landfill, Permit # 1405B, located at 600 Co. Road 128 Hutto, TX 78634, GPS 30.60143, -97.55354

Monitoring: No monitoring fees were incurred as Williamson County performed all debris removal operations using FA labor and equipment.

Force Account Labor Straight Time – 62 hours = \$1,648.26
Force Account Equipment – 51.5 hours = \$1,491.94
Contracts – Debris Removal - \$182.00

Amendment 1 subtotal = \$3,322.20
Amendment 1 DAC subtotal 9.5 hours - \$447.18

Amendment 1 Total = \$3,769.38

Cost per CY \$3,322.20/238 CYs = \$13.96 per CY, this cost is reasonable in accordance with the USACE and Region 6 historical data

The DAC for this project is excessive due to the sub grantee having to produce the backup documentation several time due to project specialist changes.

Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Special Considerations included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9221	PAAP Accelerated Debris Removal 0-30 days – 85% Federal Share	1/LS	\$ 0.00	\$ 0.00
2	9226	Force Account Labor (Straight Time) - Debris Removal	1/LS	\$ 10,837.29	\$ 10,837.29
3	9227	Force Account Labor (Over Time) - Debris Removal	1/LS	\$ 111.56	\$ 111.56

4	9008	Equipment	1/LS	\$ 11,138.38	\$ 11,138.38
5	9231	Contract - Debris Removal	1/LS	\$ 546.00	\$ 546.00
		*** Version 1 ***			
		Work Completed			
6	9222	PAAP Accelerated Debris Removal 31-90 days – 80% Federal Share	1/LS	\$ 0.00	\$ 0.00
7	9226	Force Account Labor (Straight Time) - Debris Removal	1/LS	\$ 1,648.26	\$ 1,648.26
8	9008	Equipment	1/LS	\$ 1,491.94	\$ 1,491.94
9	9231	Contract - Debris Removal	1/LS	\$ 182.00	\$ 182.00
10	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ 447.18	\$ 447.18
				TOTAL COST	\$ 26,402.61
PREPARED BY Paul H Pon			TITLE Project Specialist	SIGNATURE	
APPLICANT REP. Dan Gattis			TITLE County Judge	SIGNATURE	

WILLIAMSON (COUNTY) : PA-06-TX-4223-PW-02152					
Conditions Information					
Review Name	Condition Type	Condition Name	Description	Monitored	Status
Final Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Approved
Final Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.	No	Approved
Final Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.	No	Approved
EHP Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will	No	Recommended

WILLIAMSON (COUNTY) : PA-06-TX-4223-PW-02152					
Conditions Information					
			immediately cease construction in that area and notify the State and FEMA.		
EHP Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.	No	Recommended
EHP Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Recommended
Insurance Review	Program Conditions (Program Specific)	Stafford Act, Section 312, Duplication of Benefits	In the event any part or all costs are paid by an insurance policy or other funding source, a duplication of benefits will occur. The Applicant must notify the Grantee and FEMA of such recoveries and the Sub-Grant amount must be reduced by the actual insurance proceeds.	Yes	Recommended

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
12	EHP Review	GRULICH GARY	07-28-2016 08:12 PM GMT	<p>The applicant, Williamson County, Texas removed approximately 320 cubic yards (CY) of vegetative debris roadways by chipping (chop and drop) onto the rights of way Category A, Completed 100 %). In addition, approximately 84 CY of vegetative debris was collected and transported to the Williamson County Landfill, Permit #1405B located at 600 County Road 128, Hutto, Texas (Latitude: 30.60143, Longitude: -97.55354)</p> <p>This project has been determined to be Statutorily Excluded from Environmental review in accordance with 44 CFR Part 10.8 (c). Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.</p> <p>- whood1 - 07/11/2016 14:08:27 GMT</p> <p>Version/Amendment 1 is for a cost adjustment only; the original Environmental Determination of 07/11/2016 remains valid. This action will not affect the previous environmental clearance. No further Environmental/Historic/Floodplain review is required unless there is a change to the scope of work. - jdix1 -</p>

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
				07/28/2016 19:37:59 GMT Per 44 CFR part 9.5(c)(12) project is exempt from wetland management review. - whood1 - 07/11/2016 13:59:16 GMT The scope of work for this project does not require U.S. Fish and Wildlife Service (USFWS) consultation per FEMA/USFWS disaster consultation letter dated August 7, 2015. - whood1 - 07/11/2016 14:00:45 GMT Per 44 CFR part 9.5(c)(12) project is exempt from floodplain management review - dblack15 - 07/08/2016 18:59:26 GMT The scope of work has been reviewed and meets the criteria in Appendix B - Programmatic Allowances, I.A.1.c., II.A.1.a of FEMA's Programmatic Agreement (PA) dated September 11, 2014. In accordance with this PA, FEMA is not required to determine the National Register eligibility of properties where work performed meets the Appendix B criteria. - dblack15 - 07/08/2016 18:40:03 GMT
11	Debris Review	CRESS JR JACK	07-28-2016 04:41 PM GMT	Amendment (1) has a Federal Cost Share of 80%. J Cress 7/28/16
10	Debris Review	CRESS JR JACK	07-28-2016 04:35 PM GMT	The Federal Cost Share is 85%. J Cress 7/8/16
9	Insurance Review	FREEMAN RICHARD	07-28-2016 04:18 PM GMT	Richard Freeman, Insurance Specialist, 7/28/2016, PA-06-TX-4223-PW-02152(1), Williamson County: This PW Version (1) addresses the 31-90 day period under the PAAP Pilot Program for debris removal. The original insurance review comment and conditions prepared by Insurance Specialist, Marc Bishop, on 7/7/2016, remains applicable as written:
8	Insurance Review	FREEMAN RICHARD	07-28-2016 03:34 PM GMT	INSURANCE REVIEW 7.7.16; PA-6-TX-4223-PW-2152-CAT-A; Williamson County: Williamson County has property insurance coverage through the Texas Association of Counties Risk Management Pool (TACRMP) which does not extend coverage for general debris removal. Policy number 2460 has a Total Insured Value of \$254,385,000.00 subject to a \$10,000.00 deductible. Flood coverage is provide with \$5,000,000.00 coverage subject to a \$25,000.00 deductible. If the property is located within a SFHA the coverage amount reduces to \$1,000,000.00 subject to a \$500,000.00 deductible The costs in this PW are for Force Account Labor and Equipment costs the applicant incurred in the PAAP 0-30 debris removal from county owned property. The estimated PW costs are \$22,633.23 with the applicant not claiming any direct administrative costs (DAC). There will not be a deduction made for anticipated insurance proceeds as these costs are not covered by the applicant's policy. This work is not covered by a standard commercial property insurance policy therefore, no insurance requirement is being added. In the event there are insurance recoveries for this facility, the costs of this Sub-Grant application shall be reduced by the amount of actual insurance proceeds received. Such duplication of benefits from insurance payments whenever received prior to Applicant closeout must be reported to the Grantee and FEMA as a reduction of equal amount must be taken from Sub-Grant costs. Marc Bishop Insurance Specialist
7	Initial Review	CYPHERS BELINDA	07-28-2016 02:48 PM GMT	Initial Reviewer approves eligible application. B. Cyphers 7/7/16

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
				Initial Reviewer approves eligible amendment 1 B. Cyphers 7/28/16
6	Award Review	RENFRO GARY	07-18-2016 07:29 PM GMT	Obligate PWs for DR4223TX to support the July Spend Plan
5	Final Review	RENFRO GARY	07-16-2016 04:14 PM GMT	I agree with the reviews, ready for obligating at 85%. gary renfro 7/16/16
4	EHP Review	FAIRLEY DONALD	07-11-2016 03:19 PM GMT	<p>The applicant, Williamson County, Texas removed approximately 320 cubic yards (CY) of vegetative debris roadways by chipping (chop and drop) onto the rights of way Category A, Completed 100 %). In addition, approximately 84 CY of vegetative debris was collected and transported to the Williamson County Landfill, Permit #1405B located at 600 County Road 128, Hutto, Texas (Latitude: 30.60143, Longitude: -97.55354)</p> <p>This project has been determined to be Statutorily Excluded from Environmental review in accordance with 44 CFR Part 10.8 (c). Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.</p> <p>- whood1 - 07/11/2016 14:08:27 GMT Per 44 CFR part 9.5(c)(12) project is exempt from wetland management review. - whood1 - 07/11/2016 13:59:16 GMT The scope of work for this project does not require U.S. Fish and Wildlife Service (USFWS) consultation per FEMA/USFWS disaster consultation letter dated August 7, 2015. - whood1 - 07/11/2016 14:00:45 GMT Per 44 CFR part 9.5(c)(12) project is exempt from floodplain management review - dblack15 - 07/08/2016 18:59:26 GMT The scope of work has been reviewed and meets the criteria in Appendix B - Programmatic Allowances, I.A.1.c., II.A.1.a of FEMA's Programmatic Agreement (PA) dated September 11, 2014. In accordance with this PA, FEMA is not required to determine the National Register eligibility of properties where work performed meets the Appendix B criteria. - dblack15 - 07/08/2016 18:40:03 GMT</p>
3	Debris Review	CRESS JR JACK	07-08-2016 05:55 PM GMT	The Federal Cost Share is 85%. J Cress 7/8/16
2	Insurance Review	BISHOP MARC	07-07-2016 07:30 PM GMT	INSURANCE REVIEW 7.7.16; PA-6-TX-4223-PW-2152-CAT-A; Williamson County: Williamson County has property insurance coverage through the Texas Association of Counties Risk Management Pool (TACRMP) which does not extend coverage for general debris removal. Policy number 2460 has a Total Insured Value of \$254,385,000.00 subject to a \$10,000.00 deductible. Flood coverage is provide with \$5,000,000.00 coverage subject to a \$25,000.00 deductible. If the property is located within a SFHA the coverage amount reduces to \$1,000,000.00 subject to a \$500,000.00 deductible The costs in this PW are for Force Account Labor and Equipment costs the applicant incurred in the PAAP 0-30 debris removal from county owned property. The estimated PW costs are \$22,633.23 with the applicant not claiming any direct administrative costs (DAC). There will not be a deduction made for anticipated insurance proceeds as these costs are not

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
				covered by the applicant's policy. This work is not covered by a standard commercial property insurance policy therefore, no insurance requirement is being added. In the event there are insurance recoveries for this facility, the costs of this Sub-Grant application shall be reduced by the amount of actual insurance proceeds received. Such duplication of benefits from insurance payments whenever received prior to Applicant closeout must be reported to the Grantee and FEMA as a reduction of equal amount must be taken from Sub-Grant costs. Marc Bishop Insurance Specialist
1	Initial Review	CYPHERS BELINDA	07-07-2016 04:51 PM GMT	Initial Reviewer approves eligible application. B. Cyphers 7/7/16

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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 debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.
8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.
10. Site Visits. DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide

all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. Procurement and Contracting.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200.318
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
 - a. Procurement by micro purchase
 - b. Procurement by small purchase
 - c. Procurement by sealed bid
 - d. Procurement by competitive proposal
 - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting are ineligible.

Must perform **cost/price analysis** for purchases over \$3000.

Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
 5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- i. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, DPS/TDEM shall provide Subrecipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Subrecipient's performance

under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. Retention and Accessibility of Records.

1. Retention of Records. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §___.42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. Changes, Amendments, Suspension or Termination

1. Modification. FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. Suspension. In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. Termination. DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
 - a. The reason(s) for such termination;
 - b. The effective date of such termination; and
 - c. In the case of partial termination, the portion of this Grant to be terminated.
 - d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

- M. Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant.** DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion of Subrecipient's performance period, DPS/TDEM will de-obligate all uncommitted funds and de-obligate all unexpended funds if final documentation is not received by the deadline.

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

Exhibit C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
 1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
 2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
 4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
 5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.
4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.
5. A cost overrun appeal on small (\$120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.
9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th**. Public Assistance program small projects are exempted.
10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.
11. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year.

Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

EXHIBIT G

Additional Grant Certifications

Match Certification

Applicant certifies that they have the ability to meet 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

44.

Meeting Date: 09/20/2016

FEMA Project Number PA-06-TX-4223-PW02152 Amendment 2 Project Title-WIL007A County Wide Debris Removal

Submitted For: Jarred Thomas

Submitted By: Cynthia Hood, Emergency Manager

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title-WIL007A County Wide Debris Removal Amendment 2.

Background

Catalog of Federal Domestic Assistance (CFDA) number 97.036 FEMA Project Number PA-06-TX-4223-PW02152-Amendment 2-Project Title WIL007A County Wide Debris Removal, 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
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Attachments

[WIL007A-PW02152\(2\)](#)

[Terms and Conditions](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Cynthia Hood

Final Approval Date: 09/12/2016

Reviewed By

Wendy Coco

Date

09/12/2016 01:39 PM

Started On: 09/12/2016 12:44 PM

PA-06-TX-4223-PW-02152(2) <u>P</u>	
Applicant Name:	Application Title:
WILLIAMSON (COUNTY)	WIL007A- Countywide Debris Removal
Period of Performance Start:	Period of Performance End:
05-29-2015	11-29-2015

Subgrant Application - Entire Application

Application Title: [WIL007A- Countywide Debris Removal](#)

Application Number: [PA-06-TX-4223-PW-02152\(2\)](#)

Application Type: [Subgrant Application \(PW\)](#)

Preparer Information

Prefix	Mr.
First Name	Paul
Middle Initial	H
Last Name	Pon
Title	Project Specialist
Agency/Organization Name	FEMA
Address 1	800 North Loop 288
Address 2	
City	Denton
State	TX
Zip	76209
Email	Chris.Walsh@fema.dhs.gov

Is the application preparer the Point of Contact? No

Point of Contact Information

Prefix	Mr.
First Name	Dan
Middle Initial	
Last Name	Gattis
Title	County Judge
Agency/Organization	Williamson County
Address 1	710 Main Street , Suite 101
Address 2	
City	Georgetown
State	TX
ZIP	78626

Phone 512-943-1577
 Fax
 Email dgattis@wilco.org

Alternate Point of Contact Information

Prefix Mr.
 First Name Jarred
 Middle Initial
 Last Name Thomas
 Title E.M.C.
 Agency/Organization Williamson County
 Address 1 710 Main Street
 Address 2
 City Georgetown
 State TX
 ZIP 78626
 Phone 512-864-8227
 Fax
 Email jthomas@wilco.org

Project Description

Disaster Number: 4223
 Pre-Application Number: PA-06-TX-4223-RPA-0134
 Applicant ID: 491-99491-00
 Applicant Name: WILLIAMSON (COUNTY)
 Subdivision:
 Project Number: WIL007A
 Standard Project Number/Title: 120 - Debris Alternative Procedures
 Please Indicate the Project Type: Neither Alternate nor Improved
 Application Title: WIL007A- Countywide Debris Removal
 Category: A.DEBRIS REMOVAL
 Percentage Work Completed? 100.0 %
 As of Date: 06-10-2015

Comments

Attachments

User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
HAROLD JEFFERS JR	04-05-2016	Miscellaneous	WIL007A - Debris PAAP Form		WIL007A - Debris PAAP Acknowledgement Form.pdf (280.74 kb)	View
PAUL PON		Map				View

06-28-2016	WIL007A Williamson County Landfill Location Map	WIL007A Williamson County Landfill Location Map.pdf (1.27 Mb)
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Damage Facilities (Part 1 of 2)

Facility Number	Facility Name	Address	County	City	State	ZIP	Site Previously Damaged?	Action
1	Williamson County Courthouse	710 Main St.	Williamson	Georgetown	TX	78626	No	

Comments						
Attachments						
User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
HAROLD JEFFERS JR	04-05-2016	Miscellaneous	WIL007A - Employee Policy Manual		WIL007A - Employee Policy Manual.pdf(3.92 Mb)	View
PAUL PON	06-27-2016	Requested Info from Applicant	WIL007A Load Ticket Invoice Email		WIL007A Load Ticket Invoice Email.pdf(98.70 kb)	View
PAUL PON	06-30-2016	Photos	WIL007A - Vegetative Debris Photos		WIL007A - Vegetative Debris Photos.pdf(1.21 Mb)	View

Facility Name:	Williamson County Courthouse
Address 1:	710 Main St.
Address 2:	
County:	Williamson
City:	Georgetown
State:	TX
ZIP:	78626
Was this site previously damaged?	No
Percentage Work Completed?	100.00 %
Location:	PA-06-TX-4223-PW-02152(0): Williamson County Courthouse, 710 Main St., Georgetown, TX 78626. 30.60143, -97.55354 Williamson County Landfill, 600 C.R. 128, Hutto, TX 78634. 30.60143, -97.55354
Damage Description and Dimensions:	PA-06-TX-4223-PW-02152(0): *****This Project is to be funded at 85% Federal Share***** As a direct result of the Severe Storms, Tornadoes, Straight-line Winds and Flooding occurring during the incident period of May 4 through June

	<p>22, 2015, Williamson County's roads were impacted by debris. The event deposited 642 CYs of vegetative debris which posed a threat to public health and safety and inhibited emergency vehicles response. The debris blocked ingress, egress of the general public. The debris was brought to the right-of-way by the residents, which was collected and removed by sub-recipient using Force Account Labor and equipment for debris removal.</p>
Scope of Work:	<p>PA-06-TX-4223-PW-02152(0): *****This Project is to be funded at 85% Federal Share*****</p> <p>This Project Worksheet addresses the 30 day period from May 4, 2015 through June 2, 2015, 2 additional amendments will be prepared to capture remaining debris operations.</p> <p>The sub-recipient used 405.5 hours of Force Account Straight time, 3.5 hours of Force Account Overtime, eligible under the PAAP Pilot Program for debris removal, and 298 hours of Force Account Equipment, to remove vegetative and C&D debris.</p> <p>Approximately 320 CYs of vegetative debris were disposed of via chop and drop</p> <p>Approximately 84 CYs vegetative debris were transported to Williamson County Landfill, Permit # 1405B, located at 600 Co. Road 128 Hutto, TX 78634, GPS 30.60143, -97.55354</p> <p>Monitoring: No monitoring fees were incurred as Harrison County performed all debris removal operations using FA labor and equipment.</p> <p>Force Account Labor Straight Time - 405.5 hours = \$10,837.29 Force Account Labor Overtime – 3.5 hours = \$111.56 Force Account Equipment – 298 hours = \$11,138.38 Load Ticket Invoices Contract Cost = \$546.00</p> <p>Total of this project = \$22,633.23</p> <p>Cost per CY \$22,633.23/ 404 CYs = \$56.02, this cost is high due to the fact that some of the chop and drop was performed simultaneous with debris removal operations that related to debris disposed of at the landfill making some of the costs inseparable, additionally debris taken to the landfill was reduced via chipping. As such cubic yardage recorded for this project was lower than it would've otherwise been.</p> <p>PROJECT NOTES:</p> <p>The Direct Administrative Cost will be captured in amendments (1) at 80 % and amendment (2) at 75%.</p> <p>CATEGORY A SUBGRANT APPLICATIONS: For coordination regarding collection and disposal of debris and waste, including hazardous materials, the applicant shall contact the Department of Environmental Quality. All debris shall be disposed in an approved and permitted location. The applicant is responsible for obtaining any required permits prior to initiation of physical work on the project and must comply with all conditions of the required permits.</p> <p>Accelerated Debris Removal (85% Federal Share): Subrecipient has</p>

chosen to participate in the Accelerated Debris Removal Alternative Procedure. This covers debris removal activities from day 0-30 after the start of the incident period reimbursable at the authorized 85% Federal Share.

Force Account Labor (Straight-Time): Subrecipient has chosen to participate in the Straight-Time Force Account Labor Alternative Procedure for Debris Removal. As a result, straight-time force account labor, including fringe benefits, will be reimbursed on the PW.

DIRECT ADMINISTRATIVE COSTS: The Subrecipient requested Direct Administrative Costs (DAC) that are directly chargeable to this project. Associated eligible work is related administration of the PA project only and in accordance with 2 CFR 200.413. These costs are treated consistently and uniformly as direct costs in all federal awards and other Subrecipient activities and are not included in any approved indirect cost rates.

Hazard Mitigation – (Emergency Work)

-- HAZARD MITIGATION PROPOSAL: No measure has been considered and is Not Applicable. No further action is required for the HMP.

PROCUREMENT: The Sub recipient was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Subrecipient must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by 2 CFR 317-326.

RECORD RETENTION: As described in 2 CFR 200.33 Subrecipient must maintain all work-related records for a period of three (3) years from Subrecipient closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

PERMITS: Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds. The Subrecipient is responsible for obtaining all required permits prior to the commencement of work.

ENVIRONMENTAL AND HISTORIC PRESERVATION: Subrecipient must comply with all applicable environmental and historic preservation laws. Federal funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds.

CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION): The Subrecipient shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant should immediately notify, Texas Division of Emergency Management prior to starting work.

INSURANCE REVIEW: The Subrecipient is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252

and 206.253. If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the Subrecipient's insurance policy which may affect the total amount of the project. Approval of this project may result in an obtain/maintain insurance requirement. The Subrecipient must comply with insurance reviewer terms and conditions upon receipt of sub-grant from the State.

COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS: Costs used to formulate this project were based on: [select all that apply and include data dates]

- Unit Costs provided by Applicant
- FEMA cost codes

AUDIT STATEMENT: All documentation related to this project worksheet is subject to audit and must reflect disaster – related work and project – specific cost. The Subrecipient has been advised of responsibility to maintain supporting documentation (records). The type of records to be maintained is specified in FEMA policy 2 CFR Subpart F, Audit Requirements. Records must be maintained for three 3 years from the date the last project was completed or from the date final payment was received, whichever is later.

By accepting this grant the Subrecipient to the best of their ability acknowledges that all damages described within this Subrecipient Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of 05/04/2015 thru 06/22/2015 with the exception of requests for alternate or improved projects.

BACKUP DOCUMENTATION: Backup Documentation has been reviewed and a 100% sampling has been included with this project.

SMALL PROJECTS, ANY CATEGORY: For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg. 121.) FEMA does not perform final inspections on small projects; however, the state must certify compliance. The Subrecipient does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

SMALL PROJECT CHANGE REQUEST: Change requests to small project worksheets will not be approved unless there is a change in the approved scope of work. This change must be approved prior to the construction. If after completion of all small projects the applicant incurs a significant net small project overrun, the Subrecipient must file an appeal within 60 day of completion of the applicant's last small project. All requests must be submitted through the Recipient.

PA-06-TX-4223-PW-02152(1):

*****This Project is to be funded at 80% Federal Share*****

Amendment 1:

This amendment addresses the 31- 90 day period from June 3, 2015 through August 1, 2015, there will be one additional amendment to cover a DAC.

Accelerated Debris Removal (80% Federal Share): The sub-recipient has chosen to participate in the Accelerated Debris Removal Alternative Procedure. This covers debris removal activities from days 31-90

reimbursable at the authorized 80% Federal Share

The sub-recipient used 62 hours of Force Account Straight time, eligible under the PAAP Pilot Program for debris removal, 51.5 hours of Force Account Equipment, and Contract Service to remove 238 CYs vegetative debris.

Approximately 210 CYs of vegetative debris was disposed of via chop and drop
 28 CYs of Vegetative debris was transported to Williamson County Landfill, Permit # 1405B, located at 600 Co. Road 128 Hutto, TX 78634, GPS 30.60143, -97.55354

Monitoring: No monitoring fees were incurred as Williamson County performed all debris removal operations using FA labor and equipment.

Force Account Labor Straight Time – 62 hours = \$1,648.26
 Force Account Equipment – 51.5 hours = \$1,491.94
 Contracts – Debris Removal - \$182.00

Amendment 1 subtotal = \$3,322.20
 Amendment 1 DAC subtotal 9.5 hours - \$447.18

Amendment 1 Total = \$3,769.38

Cost per CY \$3,322.20/238 CYs = \$13.96 per CY, this cost is reasonable in accordance with the USACE and Region 6 historical data

The DAC for this project is excessive due to the sub grantee having to produce the backup documentation several time due to project specialist changes.
 PA-06-TX-4223-PW-02152(2):
 *****This Project is to be funded at 75% Federal Share*****
 This Amendment addresses the 91 – 180 days period from 8/2/2015 through 10/30/2015, this will be the final amendment.

This amendment covers the cost for DAC from the 91 – 180 days period and beyond.

Amendment #2 DAC subtotal 100.25 hours - \$5,728.22

Amendment #2 Total = \$5,728.22

The DAC for this project is excessive due to the sub grantee having to produce the backup documentation several time due to project specialist changes.

Hazard Mitigation Proposal	
* Is effective mitigation feasible on this site?	No
If you answered Yes to the above question, the next question is required	
Will mitigation be performed on this site?	No
If you answered Yes to the above question, the next question is required	
Do you wish to attach a Hazard Mitigation Proposal?	No
If you answered Yes to the above question, the next two questions are required	

Please provide the Scope of Work for the estimate: (maximum 4000 characters)		
Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost?		No
GIS Coordinates		
Project Location	Latitude	Longitude
Williamson County Landfill, C.R. 128.	30.60143	-97.55354
Williamson County Courthouse, 710 Main St., Georgetown, TX 78626	30.63711	-97.67734

Special Considerations

- | | |
|---|----|
| 1. Does the damaged facility or item of work have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles, etc)? | No |
| 2. Is the damaged facility located within a floodplain or coastal high hazard area and/or does it have an impact on a floodplain or wetland? | No |
| 3. Is the damaged facility or item of work located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area? | No |
| 4. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint, material, location, capacity, use of function)? | No |
| 5. Does the applicant have a hazard mitigation proposal or would the applicant like technical assistance for a hazard mitigation proposal? | No |
| 6. Is the damaged facility on the National Register of Historic Places or the state historic listing? Is it older than 50 years? Are there more, similar buildings near the site? | No |
| 7. Are there any pristine or undisturbed areas on, or near, the project site? Are there large tracts of forestland? | No |
| 8. Are there any hazardous materials at or adjacent to the damaged facility and/or item of work? | No |
| 9. Are there any other environmental or controversial issues associated with the damaged facility and/or item of work? | No |

Attachments

Mitigation section is not applicable for your project category.

Cost Estimate

Is this Project Worksheet for	PA Alternative Procedures
-------------------------------	---------------------------

(Preferred) Repair									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
*** Version 0 ***									
Work Completed									
1	9221	PAAP Accelerated Debris Removal 0-30	1	LS	\$ 0.00	OTHER	Work Completed	\$ 0.00	

		days – 85% Federal Share							
2	9226	Force Account Labor (Straight Time) - Debris Removal	1	LS	\$ 10,837.29	PERSONNEL	Work Completed	\$ 10,837.29	
3	9227	Force Account Labor (Over Time) - Debris Removal	1	LS	\$ 111.56	PERSONNEL	Work Completed	\$ 111.56	
4	9008	Equipment	1	LS	\$ 11,138.38	EQUIPMENT	Work Completed	\$ 11,138.38	
5	9231	Contract - Debris Removal	1	LS	\$ 546.00	CONTRACTUAL	Work Completed	\$ 546.00	
*** Version 1 ***									
Work Completed									
6	9222	PAAP Accelerated Debris Removal 31-90 days – 80% Federal Share	1	LS	\$ 0.00	OTHER	Work Completed	\$ 0.00	
7	9226	Force Account Labor (Straight Time) - Debris Removal	1	LS	\$ 1,648.26	PERSONNEL	Work Completed	\$ 1,648.26	
8	9008	Equipment	1	LS	\$ 1,491.94	EQUIPMENT	Work Completed	\$ 1,491.94	
9	9231	Contract - Debris Removal	1	LS	\$ 182.00	CONTRACTUAL	Work Completed	\$ 182.00	
10	9901	Direct Administrative Costs (Subgrantee)	1	LS	\$ 447.18	INDIRECT CHARGES	Work Completed	\$ 447.18	
*** Version 2 ***									
Work Completed									
11	9223	PAAP Accelerated Debris Removal 91-180 days –	1	LS	\$ 0.00	OTHER	Work Completed	\$ 0.00	

		75% Federal Share							
12	9901	Direct Administrative Costs (Subgrantee)	1	LS	\$ 5,728.22	PERSONNEL	Work Completed	\$ 5,728.22	
Total Cost : \$ 32,130.83									

Insurance Adjustments (Deductibles, Proceeds and Settlements) - 5900/5901									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
Total Cost : \$ 0.00									

Total Cost Estimate: (Preferred Estimate Type + Insurance Adjustments)	\$ 32,130.83
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Comments						
Attachments						
User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
PAUL PON	06-27-2016	Additional Information	WIL007A - Fringe Benefits		WIL007A - Fringe Benefits.pdf (75.40 kb)	View
PAUL PON	06-27-2016	Additional Information	WIL007A - Force Acct. Equipment Inventory		WIL007A - Force Acct. Equipment Inventory.pdf (819.64 kb)	View
PAUL PON	06-28-2016	Additional Information	WIL007A - 85% Timecards and SOEs		WIL007A - 85% Timecards and SOEs.pdf(4.10 Mb)	View
PAUL PON	06-29-2016	Additional Information	WIL007A - 85% Daily Work Reports		WIL007A - 85% Daily Work Reports.pdf(4.67 Mb)	View
PAUL PON	06-30-2016	Force Account	WIL007A 85% Force Account & Contract		WIL007A 85% Force Account & Contract.pdf(55.17 kb)	View
PAUL PON	06-30-2016	Invoice	WIL007A - 85% Load Ticket invoices		WIL007A - 85% Load Ticket invoices.pdf(1.99 Mb)	View
PAUL PON	07-21-2016	Force Account	WIL007A - 85% Contract Summary		WIL007A 85% Contract Summary.pdf(7.48 kb)	View
PAUL PON	07-22-2016	Project Worksheet	WIL007 80% Force account & Contract		WIL007 80% Force account & Contract.pdf(30.16 kb)	View
PAUL PON	07-22-2016	Force Account	WIL007A 80% Timecards & SOEs		WIL007A 80% Timecards & SOEs.pdf(5.37 Mb)	View
PAUL PON	07-22-2016	Force Account	WIL007A 80% Work Reports		WIL007A 80% Work Reports.pdf(5.24 Mb)	View
PAUL PON	07-22-2016	Additional Information	WIL007A - 80% DAC		WIL007A - 80% DAC.pdf(88.83 kb)	View
PAUL PON	07-25-2016	Invoice	WIL007A 80% Load Ticket Invoice		WIL007A 80% Load Ticket Invoice.pdf.pdf(1.72 Mb)	View
PAUL PON	08-10-2016	Calculation Sheet	WIL007A - 75% DAC Summary		WIL007A - 75% DAC Summary.pdf(10.20 kb)	View

PAUL PON	08-10- 2016	Calculation Sheet	WIL007A - 75% DAC		WIL007A - 75% DAC.pdf(95.48 kb)	View
PAUL PON	08-10- 2016	Contract Document	WIL007A - Consultant Recovery Services Fee Schedule & Bio.		WIL007A - Consultant Recovery Services Fee Schedule & Bio..pdf(491.38 kb)	View

Existing Insurance Information

Insurance Type	Policy No.	Bldg/Property Amount	Content Amount	Insurance Amount	Deductible Amount	Years Required
General	2460	\$ 210,623,000.00	\$ 43,762,000.00	\$ 254,385,000.00	\$ 10,000.00	0
Flood	2460	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00	\$ 25,000.00	0
Flood	2460 In SFHA	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 500,000.00	0

Comments
Richard Freeman, Insurance Specialist, 8/15/2016, PA-06-TX-4223-PW-02152(2), Williamson County: This PW Version (2) addresses the 91-180 day period under the PAAP Pilot Program for debris removal. The original insurance review comment and conditions prepared by Insurance Specialist, Marc Bishop, on 7/7/2016, remains applicable as written:
Attachments

Comments and Attachments

Name of Section	Comment	Attachment
		WIL007A - Debris PAAP Acknowledgement Form.pdf (04-05-2016)
Project Description		WIL007A Williamson County Landfill Location Map.pdf (06-28-2016)
		WIL007A - Employee Policy Manual.pdf (04-05-2016)
Damage Facilities		WIL007A Load Ticket Invoice Email.pdf (06-27-2016)
		WIL007A - Vegetative Debris Photos.pdf (06-30-2016)
Cost Estimate		WIL007A - Fringe Benefits.pdf (06-27-2016)
		WIL007A - Force Acct. Equipment Inventory.pdf (06-27-2016)
		WIL007A - 85% Timecards and SOEs.pdf (06-28-2016)

Comments and Attachments

[WIL007A - 85% Daily Work Reports.pdf](#) (06-29-2016)

[WIL007A 85% Force Account & Contract.pdf](#) (06-30-2016)

[WIL007A - 85% Load Ticket invoices.pdf](#) (06-30-2016)

[WIL007A 85% Contract Summary.pdf](#) (07-21-2016)

[WIL007 80% Force account & Contract.pdf](#) (07-22-2016)

[WIL007A 80% Timecards & SOEs.pdf](#) (07-22-2016)

[WIL007A 80% Work Reports.pdf](#) (07-22-2016)

[WIL007A - 80% DAC.pdf](#) (07-22-2016)

[WIL007A 80% Load Ticket Invoice.pdf.pdf](#) (07-25-2016)

[WIL007A - 75% DAC Summary.pdf](#) (08-10-2016)

[WIL007A - 75% DAC.pdf](#) (08-10-2016)

[WIL007A - Consultant Recovery Services Fee Schedule & Bio..pdf](#) (08-10-2016)

Insurance Information

Richard Freeman, Insurance Specialist, 8/15/2016, PA-06-TX-4223-PW-02152(2), Williamson County: This PW Version (2) addresses the 91-180 day period under the PAAP Pilot Program for debris removal. The original insurance review comment and conditions prepared by Insurance Specialist, Marc Bishop, on 7/7/2016, remains applicable as written:

Form 90-91

[WIL007A - 85% Signed 90-91 Form.pdf](#) (07-21-2016)

[WIL007A 80% 90-91 Form signed.pdf](#) (08-10-2016)

[WIL007A 75% Signed 90-](#)

Comments and Attachments

[91 Form.pdf](#) (08-29-2016)

Bundle Reference # (Amendment #)	Date Awarded
PA-06-TX-4223-PW-02152(2378)	08-29-2016

Subgrant Application - FEMA Form 90-91**Note:** The Effective Cost Share for this application is 83%FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT WORKSHEET

DISASTER	PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA 4223 - DR -TX	WIL007A	491-99491-00	07-07-2016	A
APPLICANT: WILLIAMSON (COUNTY)			WORK COMPLETE AS OF: 06-10-2015 : 100 %	
Site 1 of 1				
DAMAGED FACILITY: Williamson County Courthouse			COUNTY: Williamson	
LOCATION:			LATITUDE:	LONGITUDE:
PA-06-TX-4223-PW-02152(0): Williamson County Courthouse, 710 Main St., Georgetown, TX 78626. 30.60143, -97.55354			30.60143	-97.55354
Williamson County Landfill, 600 C.R. 128, Hutto, TX 78634. 30.60143, -97.55354			30.63711	-97.67734
PA-06-TX-4223-PW-02152(1):				
PA-06-TX-4223-PW-02152(2):				
Current Version:				
DAMAGE DESCRIPTION AND DIMENSIONS:				
PA-06-TX-4223-PW-02152(0): *****This Project is to be funded at 85% Federal Share*****				
As a direct result of the Severe Storms, Tornadoes, Straight-line Winds and Flooding occurring during the incident period of May 4 through June 22, 2015, Williamson County's roads were impacted by debris. The event deposited 642 CYs of vegetative debris which posed a threat to public health and safety and inhibited emergency vehicles response. The debris blocked ingress, egress of the general public. The debris was brought to the right-of-way by the residents, which was collected and removed by sub-recipient using Force Account Labor and equipment for debris removal.				
PA-06-TX-4223-PW-02152(1):				
PA-06-TX-4223-PW-02152(2):				
Current Version:				
SCOPE OF WORK:				
PA-06-TX-4223-PW-02152(0): *****This Project is to be funded at 85% Federal Share*****				
This Project Worksheet addresses the 30 day period from May 4, 2015 through June 2, 2015, 2 additional amendments will be prepared to capture remaining debris operations.				
The sub-recipient used 405.5 hours of Force Account Straight time, 3.5 hours of Force Account Overtime, eligible under the PAAP Pilot Program for debris removal, and 298 hours of Force Account Equipment, to remove vegetative and C&D debris.				
Approximately 320 CYs of vegetative debris were disposed of via chop and drop				
Approximately 84 CYs vegetative debris were transported to Williamson County Landfill, Permit # 1405B, located at 600 Co. Road 128 Hutto, TX 78634, GPS 30.60143, -97.55354				
Monitoring: No monitoring fees were incurred as Harrison County performed all debris removal operations using FA labor and equipment.				
Force Account Labor Straight Time - 405.5 hours = \$10,837.29				

Force Account Labor Overtime – 3.5 hours = \$111.56
Force Account Equipment – 298 hours = \$11,138.38
Load Ticket Invoices Contract Cost = \$546.00

Total of this project = \$22,633.23

Cost per CY \$22,633.23/ 404 CYs = \$56.02, this cost is high due to the fact that some of the chop and drop was performed simultaneous with debris removal operations that related to debris disposed of at the landfill making some of the costs inseparable, additionally debris taken to the landfill was reduced via chipping. As such cubic yardage recorded for this project was lower than it would've otherwise been.

PROJECT NOTES:

The Direct Administrative Cost will be captured in amendments (1) at 80 % and amendment (2) at 75%.

CATEGORY A SUBGRANT APPLICATIONS: For coordination regarding collection and disposal of debris and waste, including hazardous materials, the applicant shall contact the Department of Environmental Quality. All debris shall be disposed in an approved and permitted location. The applicant is responsible for obtaining any required permits prior to initiation of physical work on the project and must comply with all conditions of the required permits.

Accelerated Debris Removal (85% Federal Share): Subrecipient has chosen to participate in the Accelerated Debris Removal Alternative Procedure. This covers debris removal activities from day 0-30 after the start of the incident period reimbursable at the authorized 85% Federal Share.

Force Account Labor (Straight-Time): Subrecipient has chosen to participate in the Straight-Time Force Account Labor Alternative Procedure for Debris Removal. As a result, straight-time force account labor, including fringe benefits, will be reimbursed on the PW.

DIRECT ADMINISTRATIVE COSTS: The Subrecipient requested Direct Administrative Costs (DAC) that are directly chargeable to this project. Associated eligible work is related administration of the PA project only and in accordance with 2 CFR 200.413. These costs are treated consistently and uniformly as direct costs in all federal awards and other Subrecipient activities and are not included in any approved indirect cost rates.

Hazard Mitigation – (Emergency Work)

-- HAZARD MITIGATION PROPOSAL: No measure has been considered and is Not Applicable. No further action is required for the HMP.

PROCUREMENT: The Sub recipient was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Subrecipient must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by 2 CFR 317-326.

RECORD RETENTION: As described in 2 CFR 200.33 Subrecipient must maintain all work-related records for a period of three (3) years from Subrecipient closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

PERMITS: Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds. The Subrecipient is responsible for obtaining all required permits prior to the commencement of work.

ENVIRONMENTAL AND HISTORIC PRESERVATION: Subrecipient must comply with all applicable environmental and historic preservation laws. Federal funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds.

CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION): The Subrecipient shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant should immediately notify, Texas Division of Emergency Management prior to starting work.

INSURANCE REVIEW: The Subrecipient is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252 and 206.253. If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the Subrecipient's insurance policy which may affect the total amount of the project. Approval of this project may result in an obtain/maintain insurance requirement. The Subrecipient must comply with insurance reviewer terms and conditions upon receipt of sub-grant from the State.

COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS: Costs used to formulate this project were based on: [select all that apply and include data dates]

- Unit Costs provided by Applicant
- FEMA cost codes

AUDIT STATEMENT: All documentation related to this project worksheet is subject to audit and must reflect disaster – related work and project – specific cost. The Subrecipient has been advised of responsibility to maintain supporting documentation (records). The type of records to be maintained is specified in FEMA policy 2 CFR Subpart F, Audit Requirements. Records must be maintained for three 3 years from the date the last project was completed or from the date final payment was received, whichever is later.

By accepting this grant the Subrecipient to the best of their ability acknowledges that all damages described within this Subrecipient Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of 05/04/2015 thru 06/22/2015 with the exception of requests for alternate or improved projects.

BACKUP DOCUMENTATION: Backup Documentation has been reviewed and a 100% sampling has been included with this project.

SMALL PROJECTS, ANY CATEGORY: For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg. 121.) FEMA does not perform final inspections on small projects; however, the state must certify compliance. The Subrecipient does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

SMALL PROJECT CHANGE REQUEST: Change requests to small project worksheets will not be approved unless there is a change in the approved scope of work. This change must be approved prior to the construction. If after completion of all small projects the applicant incurs a significant net small project overrun, the Subrecipient must file an appeal within 60 day of completion of the applicant's last small project. All requests must be submitted through the Recipient.

PA-06-TX-4223-PW-02152(1):

*****This Project is to be funded at 80% Federal Share*****

Amendment 1:

This amendment addresses the 31- 90 day period from June 3, 2015 through August 1, 2015, there will be one additional amendment to cover a DAC.

Accelerated Debris Removal (80% Federal Share): The sub-recipient has chosen to participate in the Accelerated Debris Removal Alternative Procedure. This covers debris removal activities from days 31-90 reimbursable at the authorized 80% Federal Share

The sub-recipient used 62 hours of Force Account Straight time, eligible under the PAAP Pilot Program for debris removal, 51.5 hours of Force Account Equipment, and Contract Service to remove 238 CYs vegetative debris.

Approximately 210 CYs of vegetative debris was disposed of via chop and drop
28 CYs of Vegetative debris was transported to Williamson County Landfill, Permit # 1405B, located at 600 Co. Road 128 Hutto, TX 78634, GPS 30.60143, -97.55354

Monitoring: No monitoring fees were incurred as Williamson County performed all debris removal operations using FA labor and equipment.

Force Account Labor Straight Time – 62 hours = \$1,648.26

Force Account Equipment – 51.5 hours = \$1,491.94

Contracts – Debris Removal - \$182.00

Amendment 1 subtotal = \$3,322.20

Amendment 1 DAC subtotal 9.5 hours - \$447.18

Amendment 1 Total = \$3,769.38

Cost per CY \$3,322.20/238 CYs = \$13.96 per CY, this cost is reasonable in accordance with the USACE and Region 6 historical data

The DAC for this project is excessive due to the sub grantee having to produce the backup documentation several time due to project specialist changes.

PA-06-TX-4223-PW-02152(2):

*****This Project is to be funded at 75% Federal Share*****

This Amendment addresses the 91 – 180 days period from 8/2/2015 through 10/30/2015, this will be the final amendment.

This amendment covers the cost for DAC from the 91 – 180 days period and beyond.

Amendment #2 DAC subtotal 100.25 hours - \$5,728.22

Amendment #2 Total = \$5,728.22

The DAC for this project is excessive due to the sub grantee having to produce the backup documentation several time due to project specialist changes.

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Special Considerations included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	--

Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9221	PAAP Accelerated Debris Removal 0-30 days – 85% Federal Share	1/LS	\$ 0.00	\$ 0.00

2	9226	Force Account Labor (Straight Time) - Debris Removal	1/LS	\$ 10,837.29	\$ 10,837.29
3	9227	Force Account Labor (Over Time) - Debris Removal	1/LS	\$ 111.56	\$ 111.56
4	9008	Equipment	1/LS	\$ 11,138.38	\$ 11,138.38
5	9231	Contract - Debris Removal	1/LS	\$ 546.00	\$ 546.00
		*** Version 1 ***			
		Work Completed			
6	9222	PAAP Accelerated Debris Removal 31-90 days – 80% Federal Share	1/LS	\$ 0.00	\$ 0.00
7	9226	Force Account Labor (Straight Time) - Debris Removal	1/LS	\$ 1,648.26	\$ 1,648.26
8	9008	Equipment	1/LS	\$ 1,491.94	\$ 1,491.94
9	9231	Contract - Debris Removal	1/LS	\$ 182.00	\$ 182.00
10	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ 447.18	\$ 447.18
		*** Version 2 ***			
		Work Completed			
11	9223	PAAP Accelerated Debris Removal 91-180 days – 75% Federal Share	1/LS	\$ 0.00	\$ 0.00
12	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ 5,728.22	\$ 5,728.22
				TOTAL COST	\$ 32,130.83
PREPARED BY Paul H Pon			TITLE Project Specialist	SIGNATURE	
APPLICANT REP. Dan Gattis			TITLE County Judge	SIGNATURE	

WILLIAMSON (COUNTY) : PA-06-TX-4223-PW-02152					
Conditions Information					
Review Name	Condition Type	Condition Name	Description	Monitored	Status
Final Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Approved
Final Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.	No	Approved
Final Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all	No	Approved

WILLIAMSON (COUNTY) : PA-06-TX-4223-PW-02152					
Conditions Information					
			federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.		
Final Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Approved
Final Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Approved
Final Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.	No	Approved
Final Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.	No	Approved
Final Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.	No	Approved
Final Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease	No	Approved

WILLIAMSON (COUNTY) : PA-06-TX-4223-PW-02152					
Conditions Information					
			construction in that area and notify the State and FEMA.		
EHP Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.	No	Recommended
EHP Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.	No	Recommended
EHP Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Recommended
Insurance Review	Program Conditions (Program Specific)	Stafford Act, Section 312, Duplication of Benefits	In the event any part or all costs are paid by an insurance policy or other funding source, a duplication of benefits will occur. The Applicant must notify the Grantee and FEMA of such recoveries and the Sub-Grant amount must be reduced by the actual insurance proceeds.	Yes	Recommended

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
22	Award Review	RENFRO GARY	08-29-2016 12:31 PM GMT	obligation of PWs for DR4223TX to support the august spend plan
21	Final Review	RENFRO GARY	08-23-2016 08:31 PM GMT	I agree with the reviews, ready for obligating at 75%. gary renfro 8/23/16
20	EHP Review	JACOBS BILLIE	08-16-2016 08:02 PM GMT	The applicant, Williamson County, Texas removed approximately 320 cubic yards (CY) of vegetative debris roadways by chipping (chop and drop) onto the rights of way Category A, Completed 100 %). In addition, approximately 84 CY of vegetative debris was collected and transported to the Williamson County Landfill, Permit #1405B located at 600 County Road 128, Hutto, Texas (Latitude: 30.60143, Longitude: -97.55354)

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
				<p>This project has been determined to be Statutorily Excluded from Environmental review in accordance with 44 CFR Part 10.8 (c). Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.</p> <p>- whood1 - 07/11/2016 14:08:27 GMT</p> <p>Version/Amendment 1 is for a cost adjustment only; the original Environmental Determination of 07/11/2016 remains valid. This action will not affect the previous environmental clearance. No further Environmental/Historic/Floodplain review is required unless there is a change to the scope of work. - jdix1 - 07/28/2016 19:37:59 GMT</p> <p>Version/Amendment 2 is for a cost adjustment only; the original Environmental Determination of 07/11/2016 remains valid. This action will not affect the previous environmental clearance. No further Environmental/Historic/Floodplain review is required unless there is a change to the scope of work. - jdix1 - 08/15/2016 20:01:38 GMT</p> <p>Per 44 CFR part 9.5(c)(12) project is exempt from wetland management review. - whood1 - 07/11/2016 13:59:16 GMT</p> <p>The scope of work for this project does not require U.S. Fish and Wildlife Service (USFWS) consultation per FEMA/USFWS disaster consultation letter dated August 7, 2015. - whood1 - 07/11/2016 14:00:45 GMT</p> <p>Per 44 CFR part 9.5(c)(12) project is exempt from floodplain management review - dblack15 - 07/08/2016 18:59:26 GMT</p> <p>The scope of work has been reviewed and meets the criteria in Appendix B - Programmatic Allowances, I.A.1.c., II.A.1.a of FEMA's Programmatic Agreement (PA) dated September 11, 2014. In accordance with this PA, FEMA is not required to determine the National Register eligibility of properties where work performed meets the Appendix B criteria. - dblack15 - 07/08/2016 18:40:03 GMT</p>
19	Insurance Review	FREEMAN RICHARD	08-15-2016 06:15 PM GMT	Richard Freeman, Insurance Specialist, 8/15/2016, PA-06-TX-4223-PW-02152(2), Williamson County: This PW Version (2) addresses the 91-180 day period under the PAAP Pilot Program for debris removal. The original insurance review comment and conditions prepared by Insurance Specialist, Marc Bishop, on 7/7/2016, remains applicable as written:
18	Insurance Review	FREEMAN RICHARD	08-15-2016 06:00 PM GMT	Richard Freeman, Insurance Specialist, 7/28/2016, PA-06-TX-4223-PW-02152(1), Williamson County: This PW Version (1) addresses the 31-90 day period under the PAAP Pilot Program for debris removal. The original insurance review comment and conditions prepared by Insurance Specialist, Marc Bishop, on 7/7/2016, remains applicable as written:
17	Debris Review	CRESS JR JACK	08-15-2016 05:57 PM GMT	Amendment (2) has a Federal Cost Share of 75%. J Cress 8/15/16
16	Debris Review	CRESS JR JACK	08-15-2016 05:50 PM GMT	Amendment (1) has a Federal Cost Share of 80%. J Cress 7/28/16
15	Initial Review	CYPHERS BELINDA	08-15-2016 05:49 PM GMT	Initial Reviewer approves eligible application. B. Cyphers 7/7/16 Initial Reviewer approves eligible amendment 1 B. Cyphers 7/28/16

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
				Initial Reviewer approves eligible amendment 2 B. Cyphers 8/15/16
14	Award Review	RENFRO GARY	08-08-2016 04:54 PM GMT	Obligation of PWs to support August Spend Plan
13	Final Review	RENFRO GARY	08-06-2016 02:54 PM GMT	I agree with the reviews, ready for obligating at 80%. gary renfro 8/6/16
12	EHP Review	GRULICH GARY	07-28-2016 08:12 PM GMT	<p>The applicant, Williamson County, Texas removed approximately 320 cubic yards (CY) of vegetative debris roadways by chipping (chop and drop) onto the rights of way Category A, Completed 100 %). In addition, approximately 84 CY of vegetative debris was collected and transported to the Williamson County Landfill, Permit #1405B located at 600 County Road 128, Hutto, Texas (Latitude: 30.60143, Longitude: -97.55354)</p> <p>This project has been determined to be Statutorily Excluded from Environmental review in accordance with 44 CFR Part 10.8 (c). Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.</p> <p>- whood1 - 07/11/2016 14:08:27 GMT Version/Amendment 1 is for a cost adjustment only; the original Environmental Determination of 07/11/2016 remains valid. This action will not affect the previous environmental clearance. No further Environmental/Historic/Floodplain review is required unless there is a change to the scope of work. - jdix1 - 07/28/2016 19:37:59 GMT</p> <p>Per 44 CFR part 9.5(c)(12) project is exempt from wetland management review. - whood1 - 07/11/2016 13:59:16 GMT</p> <p>The scope of work for this project does not require U.S. Fish and Wildlife Service (USFWS) consultation per FEMA/USFWS disaster consultation letter dated August 7, 2015. - whood1 - 07/11/2016 14:00:45 GMT</p> <p>Per 44 CFR part 9.5(c)(12) project is exempt from floodplain management review - dblack15 - 07/08/2016 18:59:26 GMT</p> <p>The scope of work has been reviewed and meets the criteria in Appendix B - Programmatic Allowances, I.A.1.c., II.A.1.a of FEMA's Programmatic Agreement (PA) dated September 11, 2014. In accordance with this PA, FEMA is not required to determine the National Register eligibility of properties where work performed meets the Appendix B criteria. - dblack15 - 07/08/2016 18:40:03 GMT</p>
11	Debris Review	CRESS JR JACK	07-28-2016 04:41 PM GMT	Amendment (1) has a Federal Cost Share of 80%. J Cress 7/28/16
10	Debris Review	CRESS JR JACK	07-28-2016 04:35 PM GMT	The Federal Cost Share is 85%. J Cress 7/8/16
9	Insurance Review	FREEMAN RICHARD	07-28-2016 04:18 PM GMT	Richard Freeman, Insurance Specialist, 7/28/2016, PA-06-TX-4223-PW-02152(1), Williamson County: This PW Version (1) addresses the 31-90 day period under the PAAP Pilot Program for debris removal. The original insurance review comment and conditions prepared by Insurance Specialist, Marc Bishop, on 7/7/2016, remains applicable as written:
8				

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
	Insurance Review	FREEMAN RICHARD	07-28-2016 03:34 PM GMT	INSURANCE REVIEW 7.7.16; PA-6-TX-4223-PW-2152-CAT-A; Williamson County: Williamson County has property insurance coverage through the Texas Association of Counties Risk Management Pool (TACRMP) which does not extend coverage for general debris removal. Policy number 2460 has a Total Insured Value of \$254,385,000.00 subject to a \$10,000.00 deductible. Flood coverage is provide with \$5,000,000.00 coverage subject to a \$25,000.00 deductible. If the property is located within a SFHA the coverage amount reduces to \$1,000,000.00 subject to a \$500,000.00 deductible The costs in this PW are for Force Account Labor and Equipment costs the applicant incurred in the PAAP 0-30 debris removal from county owned property. The estimated PW costs are \$22,633.23 with the applicant not claiming any direct administrative costs (DAC). There will not be a deduction made for anticipated insurance proceeds as these costs are not covered by the applicant's policy. This work is not covered by a standard commercial property insurance policy therefore, no insurance requirement is being added. In the event there are insurance recoveries for this facility, the costs of this Sub-Grant application shall be reduced by the amount of actual insurance proceeds received. Such duplication of benefits from insurance payments whenever received prior to Applicant closeout must be reported to the Grantee and FEMA as a reduction of equal amount must be taken from Sub-Grant costs. Marc Bishop Insurance Specialist
7	Initial Review	CYPHERS BELINDA	07-28-2016 02:48 PM GMT	Initial Reviewer approves eligible application. B. Cyphers 7/7/16 Initial Reviewer approves eligible amendment 1 B. Cyphers 7/28/16
6	Award Review	RENFRO GARY	07-18-2016 07:29 PM GMT	Obligate PWs for DR4223TX to support the July Spend Plan
5	Final Review	RENFRO GARY	07-16-2016 04:14 PM GMT	I agree with the reviews, ready for obligating at 85%. gary renfro 7/16/16
4	EHP Review	FAIRLEY DONALD	07-11-2016 03:19 PM GMT	The applicant, Williamson County, Texas removed approximately 320 cubic yards (CY) of vegetative debris roadways by chipping (chop and drop) onto the rights of way Category A, Completed 100 %). In addition, approximately 84 CY of vegetative debris was collected and transported to the Williamson County Landfill, Permit #1405B located at 600 County Road 128, Hutto, Texas (Latitude: 30.60143, Longitude: -97.55354) This project has been determined to be Statutorily Excluded from Environmental review in accordance with 44 CFR Part 10.8 (c). Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. - whood1 - 07/11/2016 14:08:27 GMT Per 44 CFR part 9.5(c)(12) project is exempt from wetland management review. - whood1 - 07/11/2016 13:59:16 GMT The scope of work for this project does not require U.S. Fish and Wildlife Service (USFWS) consultation per FEMA/USFWS disaster consultation letter dated August 7, 2015. - whood1 -

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
				07/11/2016 14:00:45 GMT Per 44 CFR part 9.5(c)(12) project is exempt from floodplain management review - dblack15 - 07/08/2016 18:59:26 GMT The scope of work has been reviewed and meets the criteria in Appendix B - Programmatic Allowances, I.A.1.c., II.A.1.a of FEMA's Programmatic Agreement (PA) dated September 11, 2014. In accordance with this PA, FEMA is not required to determine the National Register eligibility of properties where work performed meets the Appendix B criteria. - dblack15 - 07/08/2016 18:40:03 GMT
3	Debris Review	CRESS JR JACK	07-08-2016 05:55 PM GMT	The Federal Cost Share is 85%. J Cress 7/8/16
2	Insurance Review	BISHOP MARC	07-07-2016 07:30 PM GMT	INSURANCE REVIEW 7.7.16; PA-6-TX-4223-PW-2152-CAT-A; Williamson County: Williamson County has property insurance coverage through the Texas Association of Counties Risk Management Pool (TACRMP) which does not extend coverage for general debris removal. Policy number 2460 has a Total Insured Value of \$254,385,000.00 subject to a \$10,000.00 deductible. Flood coverage is provide with \$5,000,000.00 coverage subject to a \$25,000.00 deductible. If the property is located within a SFHA the coverage amount reduces to \$1,000,000.00 subject to a \$500,000.00 deductible The costs in this PW are for Force Account Labor and Equipment costs the applicant incurred in the PAAP 0-30 debris removal from county owned property. The estimated PW costs are \$22,633.23 with the applicant not claiming any direct administrative costs (DAC). There will not be a deduction made for anticipated insurance proceeds as these costs are not covered by the applicant's policy. This work is not covered by a standard commercial property insurance policy therefore, no insurance requirement is being added. In the event there are insurance recoveries for this facility, the costs of this Sub-Grant application shall be reduced by the amount of actual insurance proceeds received. Such duplication of benefits from insurance payments whenever received prior to Applicant closeout must be reported to the Grantee and FEMA as a reduction of equal amount must be taken from Sub-Grant costs. Marc Bishop Insurance Specialist
1	Initial Review	CYPHERS BELINDA	07-07-2016 04:51 PM GMT	Initial Reviewer approves eligible application. B. Cyphers 7/7/16

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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 debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.
8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "Sample County DD form"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.
10. Site Visits. DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide

all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. Procurement and Contracting.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200.318
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
 - a. Procurement by micro purchase
 - b. Procurement by small purchase
 - c. Procurement by sealed bid
 - d. Procurement by competitive proposal
 - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting are **ineligible**.

Must perform **cost/price analysis** for purchases over \$3000.

Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
 5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- i. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, DPS/TDEM shall provide Subrecipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Subrecipient's performance

under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. Retention and Accessibility of Records.

1. Retention of Records. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §__42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. Changes, Amendments, Suspension or Termination

1. Modification. FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. Suspension. In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. Termination. DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
 - a. The reason(s) for such termination;
 - b. The effective date of such termination; and
 - c. In the case of partial termination, the portion of this Grant to be terminated.
 - d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

- M. Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant.** DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion of Subrecipient's performance period, DPS/TDEM will de-obligate all uncommitted funds and de-obligate all unexpended funds if final documentation is not received by the deadline.

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

Exhibit C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
 1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
 2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
 4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
 5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.
4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.
5. A cost overrun appeal on small (\$120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.
9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th**. Public Assistance program small projects are exempted.
10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.
11. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year.

Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

EXHIBIT G

Additional Grant Certifications

Match Certification

Applicant certifies that they have the ability to meet 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

45.

Meeting Date: 09/20/2016

Williamson County Phase II Lifecycle Radio Replacement

Submitted By: Catherine Roberts, Radio
Communication System

Department: Radio Communication System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding proposed purchase of radios/equipment for various county departments in the amount of \$1,857,455.12 from Motorola Solutions, Inc. under arrangement with the Houston-Galveston Area Council (acting as the agent for various local governmental entities who are end users under interlocal agreements to solicited quotations and obtain value pricing) to support various health and safety operations of Williamson County. (Note: Funding previously approved in FY 2017 budget pursuant to HGAC contract #RA05-15).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

- [Motorola Quote](#)
- [1295 Certificate](#)
- [HGAC Contract](#)

Form Review

Inbox

County Judge Exec Asst.
 WC Radio Shop (Originator)
 Form Started By: Catherine Roberts
 Final Approval Date: 09/13/2016

Reviewed By

Wendy Coco
 Catherine Roberts

Date

09/13/2016 04:34 PM
 09/13/2016 04:52 PM
 Started On: 09/08/2016 09:33 PM



Account Manager: Clay Cassard
2120 W Breaker Lane Suite P
Austin Texas 78758

Date: 4/28/2016
Quote#: SCC03015A
Contract Number: HGAC

Prepared For: Williamson County
Phone Number: 512.443.3275
Email: radishon@wilco.org

Agency: WILCO Wireless Communications
Customer #: 508 Holly Street
Radio Lifecycle Replacement Phase II

Bill to Address:
508 Holly Street

ITEM	AGENCY	RADIO TYPE	QTY	UNIT PRICE	EXTENDED PRICE	DISCOUNT BY (PROMO-)	AMOUNT TO BE BUDGETED FOR BY ASSET REQUESTED	TOTAL REQ BY DEPT	DISCOUNT BY (TRADE IN-)	DISCOUNT BY (PRO PROMO-)	TOTAL DISCOUNT SAVINGS PER DEPT	LINE CODE	Amount to be Requisitioned
1	WCEMS	APX6000 III (ADP/AES/D51)	83	\$5,050.64	\$419,203.12	\$24,900.00	\$394,303.12	\$44,500.00	\$8,300.00	\$386,003.12	\$74,700.00	560/3003	\$344,503.12
2	WCSO	APX7500 Dual Band Dash Mount (VCO) (VST/P/R/U/S/M/O/R)	1	\$8,295.19	\$8,295.19	\$300.00	\$7,995.19	\$7,995.19	\$500.00	\$100.00	\$900.00	560/3003	\$7,395.19
3	WCSO (BOAT MARINE)	APX7500 Dual Band Dash Mount (VCO) (VST/P/R/U/S/M/O/R)	126	\$5,797.01	\$730,423.26	\$37,800.00	\$692,623.26	\$63,000.00	\$200.00	\$12,600.00	\$113,400.00	560/3003	\$579,223.26
4	WCSO (ADMIN/CID)	APX7500 Dual Band RMT MNT O3 Control Head (ADP/AES/D51)	2	\$5,686.86	\$11,373.72	\$600.00	\$10,773.72	\$15,500.00	\$3,100.00	\$12,600.00	\$1,800.00	560/3003	\$9,573.72
5	WCSO (MARINE/FLUG)	APX7500 Dual Band RMT MNT O3 Control Head (ADP/AES/D51)	31	\$6,284.07	\$194,806.17	\$9,300.00	\$185,506.17	\$15,500.00	\$3,100.00	\$12,600.00	\$27,900.00	560/3003	\$169,906.17
6	WCSO (MARINE/FLUG)	APX7500 Dual Band RMT MNT O3 Control Head (ADP/AES/D51)	12	\$7,156.66	\$85,879.92	\$6,000.00	\$79,879.92	\$6,000.00	\$200.00	\$1,200.00	\$10,800.00	560/3003	\$71,079.92
7	WCSO (MARINE/FLUG)	APX7500 Dual Band RMT MNT O3 Control Head (ADP/AES/D51)	2	\$7,409.42	\$14,818.84	\$600.00	\$14,218.84	\$1,000.00	\$200.00	\$200.00	\$1,800.00	560/3003	\$13,418.84
8	WCSO (TRAINING)	APX6000 III (COE)	7	\$7,156.66	\$50,096.62	\$2,100.00	\$47,996.62	\$3,500.00	\$700.00	\$3,800.00	\$6,300.00	560/3003	\$41,696.62
9	WCEMIS	APX6000 III	2	\$5,050.64	\$10,101.28	\$600.00	\$9,501.28	\$1,042,899.81	\$1,000.00	\$200.00	\$1,800.00	560/3003	\$8,701.28
10	WCEMIS	APX6000 III	11	\$5,050.64	\$55,557.04	\$3,000.00	\$52,557.04	\$5,500.00	\$1,100.00	\$2,200.00	\$5,300.00	560/3003	\$47,257.04
11	WCEMIS	APX6000 III	10	\$5,797.01	\$57,970.10	\$3,000.00	\$54,970.10	\$107,227.14	\$5,000.00	\$1,000.00	\$6,000.00	560/3003	\$48,970.10
12	WCEMIS	APX6000 III	12	\$5,050.64	\$60,607.68	\$3,600.00	\$57,007.68	\$6,000.00	\$1,200.00	\$2,400.00	\$10,800.00	560/3003	\$46,207.68
13	WCEMIS	APX7500 Dual Band Console	1	\$6,284.07	\$6,284.07	\$300.00	\$5,984.07	\$129,598.77	\$6,000.00	\$1,200.00	\$7,200.00	560/3003	\$52,798.07
14	WCEMIS	APX6000 III Judge Scout	1	\$5,050.64	\$5,050.64	\$300.00	\$4,750.64	\$4,750.64	\$500.00	\$100.00	\$900.00	560/3003	\$4,250.64
15	WCEMIS	APX6000 III	11	\$5,050.64	\$55,557.04	\$3,000.00	\$52,557.04	\$5,500.00	\$1,100.00	\$2,200.00	\$5,300.00	560/3003	\$47,257.04
16	WCEMIS	APX7500 Dual Band DM	13	\$5,797.01	\$75,361.13	\$3,900.00	\$71,461.13	\$123,718.17	\$6,500.00	\$1,300.00	\$7,800.00	560/3003	\$63,661.13
17	WCEMIS	APX7500 Dual Band DM	14	\$5,050.64	\$70,709.04	\$4,200.00	\$66,509.04	\$7,000.00	\$1,400.00	\$2,800.00	\$11,700.00	560/3003	\$54,809.04
18	WCEMIS	APX7500 Dual Band DM	11	\$5,797.01	\$63,767.11	\$3,300.00	\$60,467.11	\$126,976.07	\$5,500.00	\$1,100.00	\$6,600.00	560/3003	\$53,867.11
19	WCEMIS	APX6000 III	5	\$5,050.64	\$25,253.20	\$1,500.00	\$23,753.20	\$2,500.00	\$500.00	\$3,000.00	\$4,500.00	475/5730	\$26,923.20
20	WCEMIS	APX6000 III	6	\$5,050.64	\$30,303.84	\$1,800.00	\$28,503.84	\$28,503.84	\$3,000.00	\$600.00	\$5,400.00	440/3003	\$24,903.84
21	WCEMIS	APX7500 Dual Band RMT MNT O3 Control Head	5	\$6,284.07	\$31,420.33	\$1,500.00	\$29,920.33	\$53,673.53	\$2,500.00	\$500.00	\$4,500.00	475/5730	\$26,920.33
22	WCEMIS	APX7500 Dual Band RMT MNT O3 Control Head	10	\$6,284.07	\$62,840.70	\$3,000.00	\$59,840.70	\$59,840.70	\$5,000.00	\$1,000.00	\$6,000.00	440/3003	\$53,840.70
23	WCEMIS	APX7500 Dual Band RMT MNT O3 Control Head	2	\$6,284.07	\$12,568.14	\$600.00	\$11,968.14	\$11,968.14	\$4,000.00	\$200.00	\$4,200.00	394/5730	\$11,768.14
24	WCEMIS	APX7500 Dual Band RMT MNT O3 Control Head	2	\$6,284.07	\$12,568.14	\$600.00	\$11,968.14	\$11,968.14	\$4,000.00	\$200.00	\$4,200.00	394/5730	\$11,768.14

DSRIP (grant) 316P-316A-2-Equipment <\$5,000

TOTAL (Austin Contract Pricing) \$2,208,455.12
 REGIONAL SPECIAL PROMO \$-300.00
 Trade In \$-117,000.00
 SPECIAL TRADE IN ADDED IF PO IS ISSUED BY 10-2-16 \$-500.00
 GRAND TOTAL WITH SPECIAL BULK PURCHASE PRICING AND DISCOUNTS \$1,857,455.12

390 \$117,000.00 \$2,091,455.12 \$2,091,455.12 \$395,000.00 \$39,000.00 \$ 351,000.00
 SAVINGS back to CNTY

\$1,857,455.12

- NOTES FOR THIS YEAR 2017:
- PCT 4 Confirmed w/ 1 Dealer: 10 Paid 09/09/3 Reserve/ Base station in office will become a portable for accessibility to move around; Fleet is all Tahoe/ 1 crown vic, DM mobiles will be selected
 - PCT 3 Confirmed w/ 1 Dealer: 11 Paid/ 0 Reserve/13 mobiles will not be replacing desktop base station
 - PCT 2 Confirmed w/ 1 Dealer: 10 Paid/ 2 Reserve/ Base station replaced with Console
 - PCT 1 Confirmed w/ 1 Dealer: 9 Paid/ 1 Reserve/ 1 Desk base station portable
 - WCEMS Confirmed w/ 3 Wiseman County has not intent to return/ TMAI/ GMAI/ STAT AIR with replacement radios
 - WCEMS Confirmed w/ 1 Carter: MARC/FLUG confirmed 7 Vehicles to be relocated from GMAI/TMAI/STAT AIR pullback for Tac MEDICS; also currently one mobile T Kings Office will be replaced with a Portable
 - WCSO Confirmed w/ 1 Carmona TRNG confirmed 7 Vehicles to be equipped with RMT MNT/O3 stealth antennas & ADP/AES/D51
 - WCSO Confirmed w/ 1 P Highley CID confirmed 28 vehicles in inventory to be equipped with DB RMT MNT radios w/O3 control heads (this count may not make the count for this year)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions
Austin, TX United States

Certificate Number:
2016-108273

Date Filed:
09/06/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Texas

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

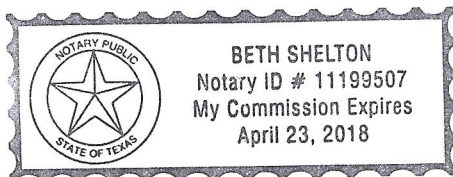
RA05-15 Phase 2 Radio Upgrade
Phase 2 County Radio Replacement Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

[Signature]

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Richard R. Russek, this the 7 day of September, 2016, to certify which, witness my hand and seal of office.

Beth Shelton Signature of officer administering oath Beth Shelton Printed name of officer administering oath Notary Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-108273

Date Filed:
09/06/2016

Date Acknowledged:
09/08/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola 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 Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RA05-15 Phase 2 Radio Upgrade
Phase 2 County Radio Replacement Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

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

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
MOTOROLA SOLUTIONS, INC.
Farmers Branch, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Motorola Solutions, Inc.** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at Park West C-2, 1507 LBJ Freeway, Farmers Branch, Texas 75234

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Radio Communication/Emergency Response & Mobile Interoperability Equipment** Contract to become effective as of May 1, 2015, and to continue through April 30, 2018 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Radio Communication/Emergency Response & Mobile Interoperability Equipment** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Radio Communication/Emergency Response & Mobile Interoperability Equipment** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: **RA05-15**, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No: **RA05-15**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract.

Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User

Agreements surviving termination of this Contract between H-GAC and CONTRACTOR .

ARTICLE 7: **SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8: **EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract. To the extent allowed by law, nothing contained herein shall authorize H-GAC and/or END USER to audit confidential information regarding product cost.

ARTICLE 9: **REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: **MOST FAVORED CUSTOMER CLAUSE**

If CONTRACTOR at any time during a contract period, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products offered to H-GAC on a basis that provides prices more favorable than those provided to H-GAC, CONTRACTOR shall within ten (10) business days thereafter notify H-GAC of that offering. The contract with H-GAC shall be deemed to be automatically amended and effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same quantity discount to H-GAC and its End Users for equal or larger orders purchased the same quantity and under the same circumstances. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR believes any apparently more favorable price charged and/or offered a customer during the term of this agreement is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon the contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices to H-GAC.

The most favored price structure set forth in this paragraph shall not apply to any pre-existing contracts Contractor has in the State of Texas. The term "*pre-existing contracts*" shall refer to contracts in existence as of the original effective date of the HGAC contract, i.e 5/1/15.

The Parties agree that the above MFC provision shall not apply to the sale of large communications systems (one million dollars (\$1,000,000.00) and above). The term "*Communications System*" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Motorola engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan.

The Parties accept the following definition of routine: *A prescribed, detailed course of action to be followed regularly; a standard procedure.*

ARTICLE 11: **SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:

DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13:

LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:

LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15:

TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract, provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16:

TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed, to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17:

CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:

GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19:

PROCEDURAL STEPS ENUMERATED FOR SALES TO END USERS

1. All Cooperative Purchasing business will be processed in accordance with H-GAC's policies and procedures, at contracted prices, and shall include approved order processing charges.
2. END USER will access the Cooperative Purchasing Program through the H-GAC website and /or by submission of any duly

executed purchase order to a contractor having a valid contract with H-GAC and in a format acceptable to H-GAC.

3. **END USER** will submit order(s) electronically through **CONTRACTOR'S** on-line ordering process or issue Purchase Order(s) directly to **CONTRACTOR** at contract prices, and also submit a copy to **H-GAC**.
4. The **H-GAC CONTRACTOR** will deliver products/services as specified by the contract between **CONTRACTOR** and **H-GAC**, and invoice each **END USER** for (1) products/services purchased and (2) **H-GAC'S** applicable order processing charge.
5. Upon delivery, acceptance, and receipt of an **H-GAC CONTRACTOR'S** documented invoice, **END USER** shall pay the **H-GAC CONTRACTOR** the full amount of the invoice.
6. For orders of less than \$100,000, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case, not later than sixty (60) calendar days after End User order is processed. Payments will be processed to **H-GAC** on a monthly basis. For orders of \$100,000 or more, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case, not later than forty-five (45) calendar days after receipt of End User payment by **Motorola**.
7. Failure to promptly remit **H-GAC'S** order processing charges may result in sanctions including, but not limited to, contract termination.
8. **CONTRACTOR** shall be responsible for delivery and acceptance of each unit by **END USER**, according to the requirements of the specifications, this Contract, and purchase order issued to **CONTRACTOR** by an **END USER**. All required equipment tests shall be borne by **CONTRACTOR**.
9. **CONTRACTOR** shall promptly provide **H-GAC** and **END USER** with all information pertaining to delivery schedules. **CONTRACTOR** shall also use its best efforts to expedite unit deliveries on shorter notice than set forth in its verification for any specific purchase order when requested.
10. All prices are F O B **END USER'S** location with all transportation charges prepaid and included in any invoice.
11. All pricing shall be based on the current contract unless the **H-GAC CONTRACTOR** prior to receipt of **END USER'S** purchase order for delivery of any products/services has received **H-GAC'S** prior written approval for any price increases.
12. The **H-GAC CONTRACTOR** agrees to accept the terms of this agreement and to conduct all transactions based on pricing and other terms of the contract including, but not limited to, the applicable **H-GAC** order processing charge. The **CONTRACTOR** agrees to encourage **END USERS** to execute authorizing Interlocal contracts with **H-GAC**.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER'S** purchase order is placed.

ARTICLE 21:

PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER'S** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER'S** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER'S** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER'S** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.


ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.


IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



Jack Stebic, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:



Deidre Vick, Director of Public Services
Date: May 5, 2015

Signed for Motorola Solutions, Inc.
Farmers Branch, Texas:



Printed Name & Title: Edward Fuerst MSSSI Vice President

Date: 4/30 2015

Attest for Motorola Solutions, Inc.
Farmers Branch, Texas:



Printed Name & Title: Howard Cherloc MSSSI V.P.

Date: 4/30 2015

Attachment A
Motorola Solutions, Inc.
Radio Communication/Emergency Response & Mobile Interoperability Equipment
Contract No.: RA05-15

Product Category	Description	Base Offered Price
OA, OB, OC	<i>Per the RFP Motorola has included an Electronics Catalogue (ECAT disk) on a CD media in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the ECAT disk.</i>	See APC Discounts per ECAT Pricebook Effective 2/14/2015
OD	Motorola Integration Services LMR	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
OD	Project Management Daily Rate*	\$ 1,818.00
OD	System Technologist Daily Rate*	\$ 2,173.00
OD	Standard Shop Installation Hourly Rate*	\$ 150.00
OD	Standard Shop Installation Daily Rate*	\$ 1,200.00
OD	Mobile Radio Installation*	\$180-\$500
OD	Radio Programming*	\$55-\$125
OD	Data Installation*	\$180-\$428
	*Prices may vary by Region and Stated Scope. Travel Not Included	
OD	Motorola Integration Services Advanced Services	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
OD	NG9-1-1 Consulting Services-Daily Rate*	\$1,694
OD	Security Project/Program Management-Daily Rate*	\$1,694
OD	Wireless Security Technician-Daily Rate*	\$1,580
OD	Security Penetration Tester (Wired Network)-Daily Rate*	\$1,580
OD	Security Trainer-Daily Rate*	\$1,328
OD	Application Security Code Reviewer-Daily Rate*	\$2,033
OD	IT Incident Response and E-Discovery Assistance-Daily Rate*	\$1,694
OD	IT Disaster Recovery Planner-Daily Rate*	\$1,580
OD	IT Disaster Recovery Plan Tester-Daily Rate*	\$1,580
OD	Business Continuity/Continuity of Government Planner-Daily Rate*	\$1,580
OD	Business Continuity/Continuity of Government Plan Tester-Daily Rate*	\$1,580
OD	Mobile Application Services Project Management-Daily Rate*	\$565
OD	Mobile Application Services Solution Architect-Daily Rate*	\$2,033
OD	Mobile Application Services Application and Solution Design-Daily Rate*	\$2,033
OD	Mobile Application Services Application and Solution Implementation-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Project Management-Daily Rate*	\$1,694
OD	Application Integration and Customization Services Solution Architect-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Application and Solution Design-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	\$1,694
OD	Unified Communications Services Project Management-Daily Rate*	\$1,694
OD	Unified Communications Services Solution Architect-Daily Rate*	\$2,033
OD	Unified Communications Services Application and Solution Design-Daily Rate*	\$2,033
OD	Unified Communications Services Application and Solution Implementation-Daily Rate*	\$1,694

OD	Consulting Services Project Management-Daily Rate*	\$1,694
OD	Consulting Services System Engineer-Daily Rate*	\$1,694
OD	Consulting Services Solution Architech-Daily Rate*	\$2,033
OD	Consulting Services Internet Protocol Network Accessment-Daily Rate*	\$2,033
OD	Consulting Services IP Network Design and Integration-Daily Rate*	\$2,033
OD	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	\$2,033
OD	Consulting Services Custoemr Network Interface Design and Integration-Daily Rate*	\$2,033
APC DISCOUNTS PER ECAT PRICEBOOK		
001	Portable Radiophone (Portables)	20%
020	CAD Equipment	List
039	CAD Equipment	5%
068	CAD Equipment	10%
232	CAD Equipment	5%
297	CAD Equipment	5%
330	CAD Equipment	5%
333	CAD Equipment	10%
548	CAD Equipment	10%
702	CAD Equipment	List
850	CAD Equipment	List
879	CAD Equipment	List
981	CAD Equipment	List
040	Data Applications	15%
041	Data Applications	10%
041	Data Applications	10%
153	Data Appllcations	15%
343	Data Applications	10%
670	Data Applications	List
766	Data Applications	List
177	Data Subscriber Devices	15%
185	Data Subscriber Devices	List
736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
006	Dispatch Service	5%
768	Dispatch Service	List
118	Dispatch Solutions	10%
124	Dispatch Solutions	15%
129	Dispatch Solutions	20%
147	Dispatch Solutions	10%
185	Dispatch Solutions	List
202	Dispatch Solutions	15%
207	Dispatch Solutions	10%
226	Dispatch Solutions	15%
228	Dispatch Solutions	30%
229	Dispatch Solutions	13.50%
261	Dispatch Solutions	5%
322	Dispatch Solutions	15%
404	Dispatch Solutions	20%
415	Dispatch Solutions	10%
443	Dispatch Solutions	20%
454	Dispatch Solutions	15%
520	Dispatch Solutions	10%
524	Dispatch Solutions	10%
660	Dispatch Solutions	10%
706	Dispatch Solutions	20%
708	Dispatch Solutions	17%
729	Dispatch Solutions	17%

740	Dispatch Solutions	15%
892	Dispatch Solutions	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
342	Fixed Data Products	10%
382	Fixed Data Products	10%
403	Fixed Data Products	15%
455	Fixed Data Products	15%
469	Fixed Data Products	10%
499	Fixed Data Products	10%
708	Fixed Data Products	17%
222	Fixed Network Equipment	15%
329	Fixed Network Equipment	10%
381	Fixed Network Equipment	15%
207	Fixed Station Accessories	10%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
457	Fixed Station Accessories	20%
515	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
856	Fixed Station Accessories	10%
207	Fixed Station Antenna Systems	10%
005	Fixed Stations	20%
112	Fixed Stations	18%
225	Fixed Stations	10%
281	Fixed Stations	18.50%
301	Fixed Stations	20%
360	Fixed Stations	21.50%
377	Fixed Stations	17%
417	Fixed Stations	10%
424	Fixed Stations	15%
425	Fixed Stations	15%
448	Fixed Stations	20%
474	Fixed Stations	23%
509	Fixed Stations	21.50%
512	Fixed Stations	23%
537	Fixed Stations	21.50%
590	Fixed Stations	21.50%
595	Fixed Stations	18%
643	Fixed Stations	15%
675	Fixed Stations	20%
680	Fixed Stations	21.50%
744	Fixed Stations	20%
811	Fixed Stations	5%
881	Fixed Stations	15%
015	Fixed Wireless Broadband	20%
075	Fixed Wireless Broadband	List
224	Fixed Wireless Broadband	15%
800	Fixed Wireless Broadband	List
832	Fixed Wireless Broadband	10%
882	Fixed Wireless Broadband	15%
904	Fixed Wireless Broadband	15%
906	Fixed Wireless Broadband	15%
910	Fixed Wireless Broadband	15%
947	Fixed Wireless Broadband	15%
901	Lifecycle Services	List
902	Lifecycle Services	List
903	Lifecycle Services	List

904	Lifecycle Services	List
905	Lifecycle Services	List
051	LTE	10%
052	LTE	10%
053	LTE	10%
054	LTE	10%
055	LTE	10%
056	LTE	10%
057	LTE	10%
058	LTE	5%
059	LTE	10%
061	LTE	10%
063	LTE	10%
065	LTE	10%
066	LTE	10%
375	LTE	List
708	LTE	17%
984	LTE	List
985	LTE	List
989	LTE	List
823	Maintenance	List
983	Maintenance	List
554	Mobile Accessories	15%
644	Mobile Accessories	15%
879	Mobile Applications Software	10%
038	Mobile Stations	10%
103	Mobile Stations	26.50%
109	Mobile Stations	26.50%
159	Mobile Stations	20%
189	Mobile Stations	15%
276	Mobile Stations	25%
287	Mobile Stations	10%
374	Mobile Stations	15%
426	Mobile Stations	25%
471	Mobile Stations	25%
484	Mobile Stations	10%
500	Mobile Stations	25%
514	Mobile Stations	25%
518	Mobile Stations	25%
527	Mobile Stations	25%
571	Mobile Stations	15%
585	Mobile Stations	25%
652	Mobile Stations	25%
655	Mobile Stations	25%
656	Mobile Stations	25%
761	Mobile Stations	25%
775	Mobile Stations	16.50%
776	Mobile Stations	20%
792	Mobile Stations	20%
869	Mobile Stations	20%
922	Mobile Stations	20%
422	MOTOTRBO	10%
475	MOTOTRBO	10%
516	MOTOTRBO	10%
557	MOTOTRBO	10%
563	MOTOTRBO	10%
777	MOTOTRBO	10%
131	Network Products	10%
147	Network Products	10%

207	Network Products	10%
232	Network Products	10%
708	Network Products	17%
136	Pagers/Receiver	15%
169	Pagers/Receiver	20%
452	Pagers/Receiver	15%
361	Paging/Receivers	15.00%
839	Paging/Receivers	15%
940	Paging/Receivers	15%
941	Paging/Receivers	15%
004	Portable Radiophone (Portables)	20%
008	Portable Radiophone (Portables)	20%
018	Portable Radiophone (Portables)	List
019	Portable Radiophone (Portables)	List
027	Portable Radiophone (Portables)	List
037	Portable Radiophone (Portables)	10%
087	Portable Radiophone (Portables)	10%
158	Portable Radiophone (Portables)	20%
185	Portable Radiophone (Portables)	List
187	Portable Radiophone (Portables)	15%
205	Portable Radiophone (Portables)	25%
271	Portable Radiophone (Portables)	25%
291	Portable Radiophone (Portables)	25%
320	Portable Radiophone (Portables)	25%
332	Portable Radiophone (Portables)	20%
362	Portable Radiophone (Portables)	20%
372	Portable Radiophone (Portables)	20%
402	Portable Radiophone (Portables)	20%
407	Portable Radiophone (Portables)	25%
414	Portable Radiophone (Portables)	20%
426	Portable Radiophone (Portables)	25%
430	Portable Radiophone (Portables)	20%
442	Portable Radiophone (Portables)	20%
453	Portable Radiophone (Portables)	20%
456	Portable Radiophone (Portables)	20%
458	Portable Radiophone (Portables)	20%
470	Portable Radiophone (Portables)	25%
476	Portable Radiophone (Portables)	20%
481	Portable Radiophone (Portables)	25%
483	Portable Radiophone (Portables)	25%
505	Portable Radiophone (Portables)	20%
527	Portable Radiophone (Portables)	25%
536	Portable Radiophone (Portables)	25%
562	Portable Radiophone (Portables)	25%
570	Portable Radiophone (Portables)	10%
577	Portable Radiophone (Portables)	20%
619	Portable Radiophone (Portables)	15%
626	Portable Radiophone (Portables)	20%
654	Portable Radiophone (Portables)	List
655	Portable Radiophone (Portables)	25%
656	Portable Radiophone (Portables)	25%
672	Portable Radiophone (Portables)	33.50%
687	Portable Radiophone (Portables)	20%
721	Portable Radiophone (Portables)	25%
726	Portable Radiophone (Portables)	25%
742	Portable Radiophone (Portables)	25%
749	Portable Radiophone (Portables)	33.50%
755	Portable Radiophone (Portables)	25.00%
756	Portable Radiophone (Portables)	25.00%

785	Portable Radiophone (Portables)	25%
795	Portable Radiophone (Portables)	25%
798	Portable Radiophone (Portables)	25%
837	Portable Radiophone (Portables)	25%
841	Portable Radiophone (Portables)	33.50%
883	Portable Radiophone (Portables)	15%
977	Portable Radiophone (Portables)	10%
390	Professional Services	List
659	Professional Services	List
659	Professional Services	List
670	Professional Services	List
842	Professional Services	List
509	Receivers	21.50%
512	Receivers	23%
743	Receivers	15%
608	Records Management Software	10%
279	Records Management Software	List
137	Secure Solutions	5%
201	Secure Solutions	10%
229	Secure Solutions	14%
462	Secure Solutions	10%
524	Secure Solutions	15%
525	Secure Solutions	15%
519	Security	List
519	Security	List
561	Service/Maintenance	List
769	Service/Maintenance	List
769	Service/Maintenance	List
772	Service/Maintenance	List
929	Service/Maintenance	List
293	Service/Maintenance	List
195	Software Upgrades/Flashport	List
371	Software Upgrades/Flashport	List
430	Software Upgrades/Flashport	20%
262	Test Equipment	20%
854	Test Equipment	List
293	Training-Professional Services	List
039	Trunking Products and Systems	5%
85	Trunking Products and Systems	15%
112	Trunking Products and Systems	18%
115	Trunking Products and Systems	10%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
377	Trunking Products and Systems	17%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
708	Trunking Products and Systems	17%
877	Trunking Products and Systems	18.50%
002	Video Solutions	10%
080	Video Solutions	10%
488	Video Solutions	10%
964	Warranty	List
606	Wireless Mobility	15%
832	Wireless Mobility	10%
907	Wireless Mobility	15%
908	Wireless Mobility	15%

Commissioners Court - Regular Session

46.

Meeting Date: 09/20/2016

Williamson County Justice Center DAS Expansion

Submitted By: Catherine Roberts, Radio
Communication System

Department: Radio Communication System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the Motorola Solutions contract, including related documents, for the Williamson County Justice Center DAS (Distributed Antenna System) Expansion Project for in-building radio communications coverage for public safety. (Note: procurement made pursuant to the Houston-Galveston Area Council HGAC contract #RA05-15).

Background

As part of the enhanced security project with regards to the County's Justice Center, this DAS expansion will allow for the completion of extended radio communications coverage throughout the entire building, adding to the existing covered court rooms and tunnel area.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Motorola SOW DAS Expansion Justice Center

1295 Certificate

WILCO Contract Addendum

SIGNED SOW Section 14

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Catherine Roberts

Final Approval Date: 09/13/2016

Reviewed By

Wendy Coco

Date

09/13/2016 04:35 PM

Started On: 09/08/2016 10:10 PM

IN-BUILDING DISTRIBUTED ANTENNA SYSTEM EXPANSION FOR WILLIAMSON COUNTY COURTHOUSE



The design, technical, and cost information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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SYSTEM DESCRIPTION

1.1 SOLUTION OVERVIEW

In response to the request, Motorola is presenting this comprehensive proposal to provide an expansion to the existing in-building Distributed Antenna System (DAS) for Williamson County's Courthouse. The system is designed by Motorola's vendor, GPD Telecom Inc., using requirements and specification provided by Motorola. This system solution will provide two-way communications for the Courthouse that has insufficient RF signal for adequate two-way communication.

GPD Telecom, Inc., under the direction of Motorola, utilized propagation studies to determine the most feasible solution for providing supplemental, in-building RF coverage to the specified building. The proposed in-building distributed antenna system will enhance coverage provided by the radio system.

1.2 SYSTEM DESIGN OVERVIEW

1.2.1 Williamson County Courthouse In-Building Coverage Requirement

This section of the proposal defines requirements for the system design and implementation of the requested in-building coverage system. This system is designed to expand the signal coverage at the Williamson County Courthouse to provide 95% coverage reliability for the entire building.

1.2.1.1 Coverage Area Criteria

The DAS proposed by GPD Telecom, Inc. will provide 95% or better coverage reliability, at a Delivered Audio Quality (DAQ) 3.4 level of coverage, or better for the following area:

- Courthouse 1st Floor
- Courthouse 2nd Floor
- Attic
- Basement

Definitions:

DAQ 3.4: Speech understandable with repetition only rarely needed.

Some Noise/Distortion.

Note: The generally accepted industry standard for public safety radio systems is 95% criteria for coverage within a building at a minimum of DAQ 3.4 as defined above.

Based on the RF design effort, the coverage system design will provide RF coverage to designated areas within the building predicted to experience insufficient RF signal coverage in order to provide adequate two-way communication.



All reasonable efforts would be made to ensure that cable routings and antenna mountings will not compromise the integrity of the installation area in the facility. Both plenum-rated (indoors) coaxial would be used for system interconnection.

The system would be provided on a basis, including engineering, material, and installation labor necessary to provide a working system.

1.2.2 Distributed Antenna System Description

1.2.2.1 Overview

Motorola and GPD Telecom, Inc. propose this cost-effective solution to meet the system requirements requested by Williamson County Courthouse. This section gives an overview of typical coaxial in-building distributed antenna system that will be installed to provide adequate in-building RF coverage for the Courthouse.

Motorola, along with GPD Telecom, Inc. will provide all engineering, project management, materials, installation, testing, and documentation necessary to provide a fully operational in-building distributed antenna system (DAS). Utilizing the existing wide area coverage system, the proposed in-building distributed antenna system shall enhance coverage to the facility.

Figure 1-4 are the proposed DAS design showing the antenna location proposed by GPD to provide the available coverage requirement for the Courthouse. Figure 1 provides an overall DAS solution of the Courthouse, outlining the existing and the proposed equipment to meet the coverage requirement. The antenna locations are proposed and shall be verified during the site walk post kickoff meeting to determine exact install location and orientation. The existing solution for the basement provides the required reliability and thus no changes or expansion is required.

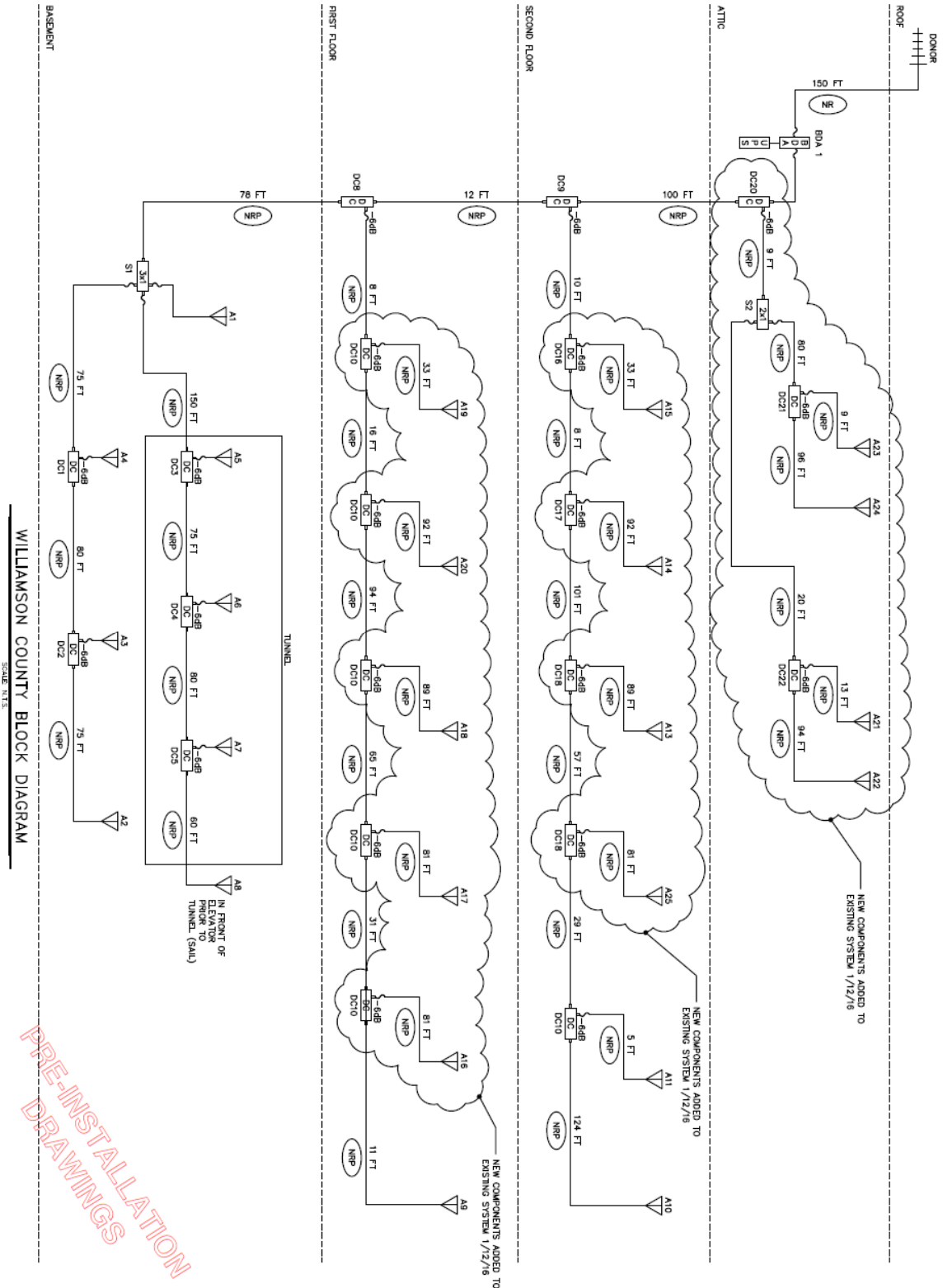


Figure 1: Williamson County Courthouse DAS Solution

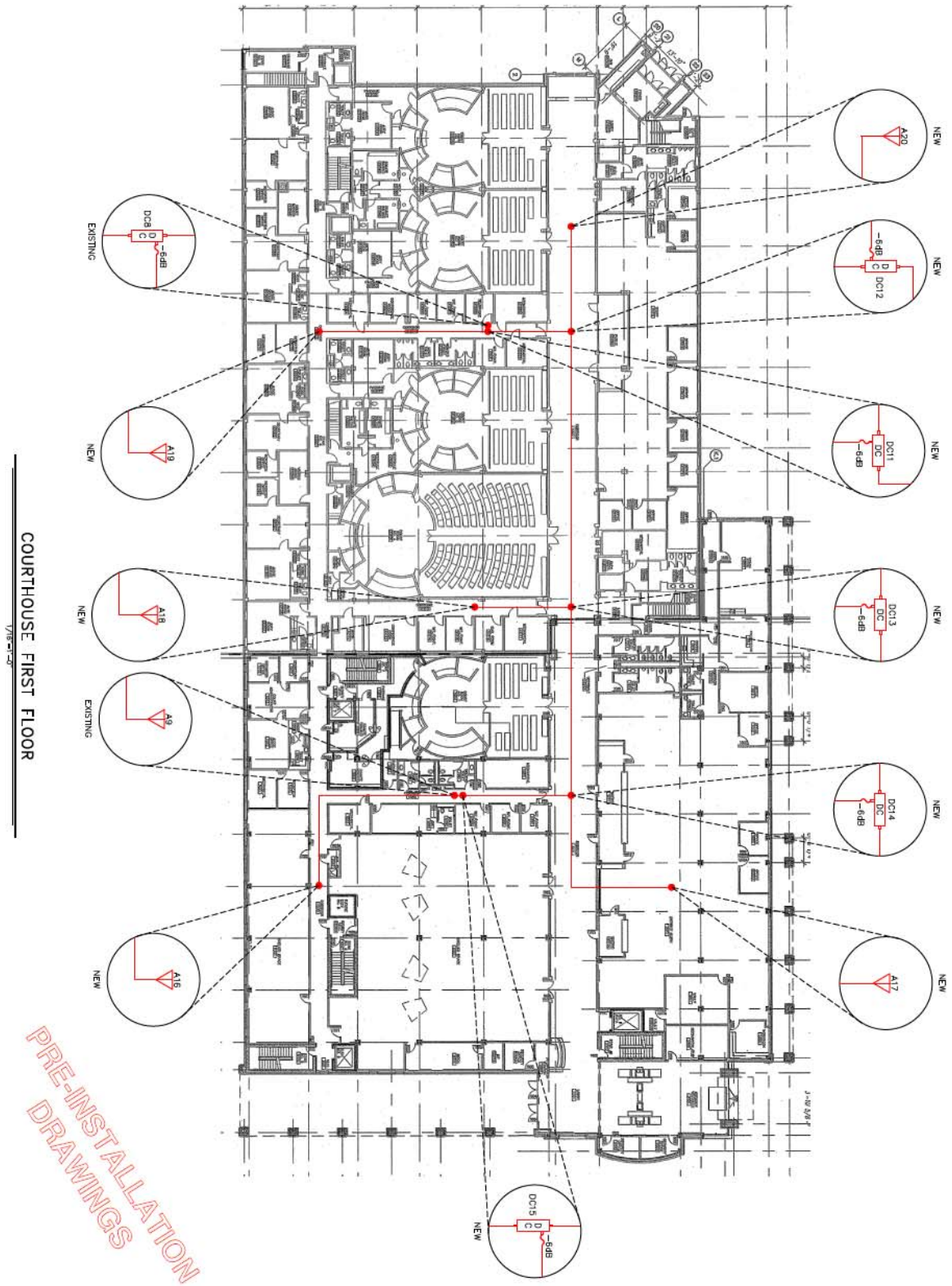


Figure 2: Proposed DAS Design (First Floor)

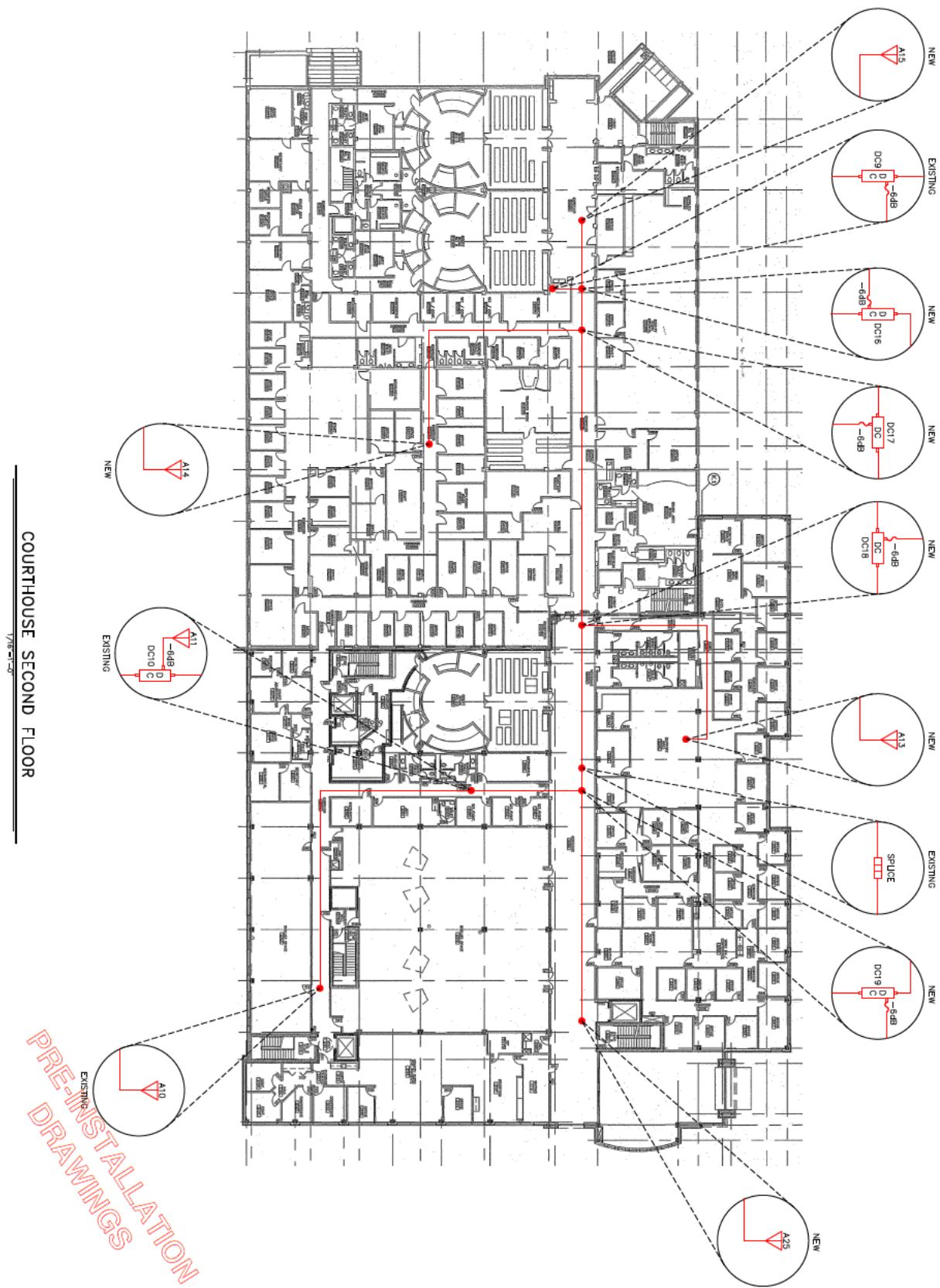
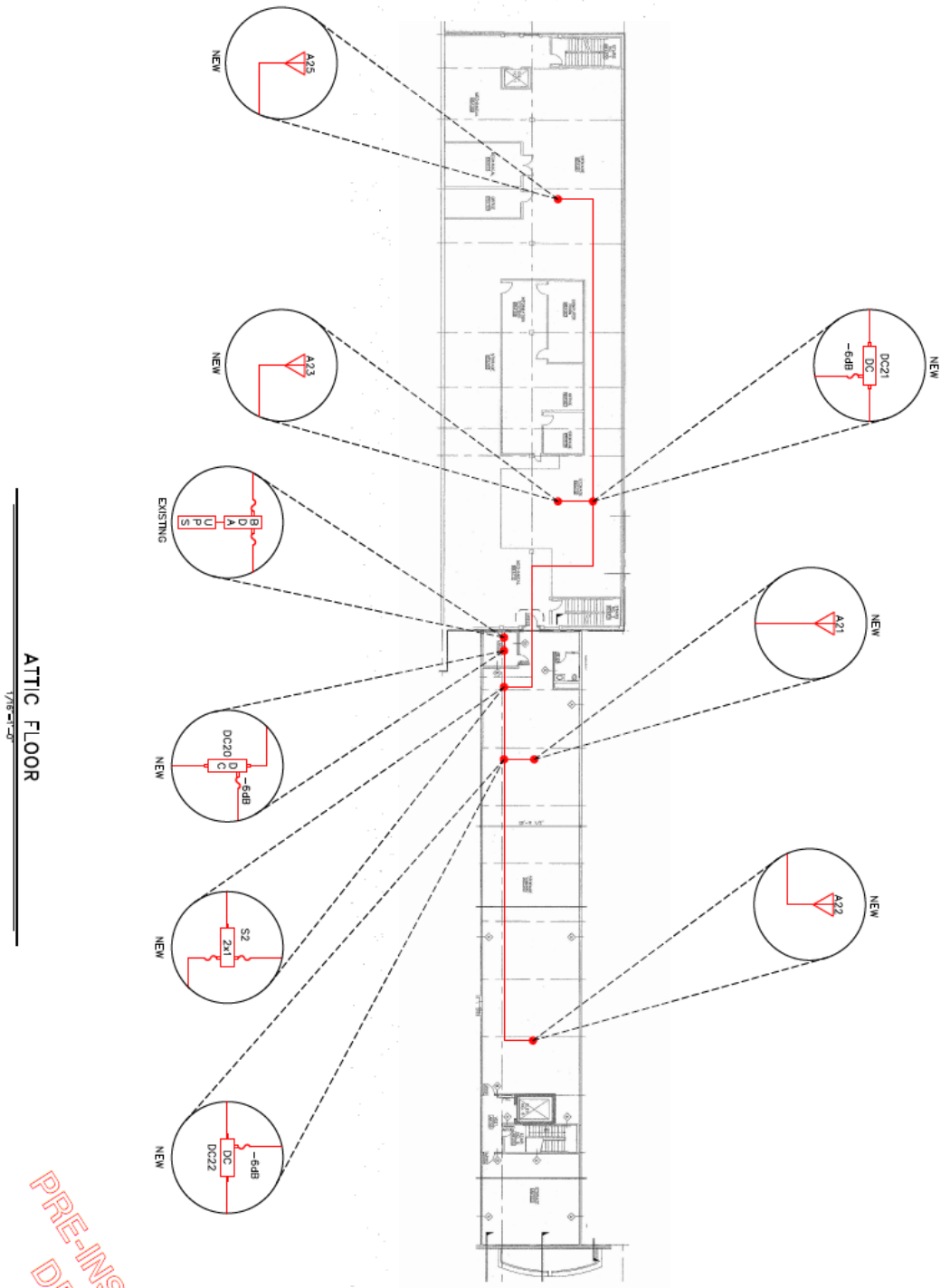


Figure 3: Proposed DAS design (Second Floor)



PRE-INSTALLATION
DRAWINGS

Figure-4: Proposed DAS design (Attic)

1.2.3 DAS Acceptance Test Plan (coverage testing)

Once the DAS installation is complete, GPD technicians will properly align and optimize the system. Once alignment and optimization is complete, GPD will request a Motorola Solutions, Inc. radio to pre-talk test the system prior to the formal Acceptance Test Plan (ATP).

After the GPD technician confirms that the DAS coverage will perform to the contractual requirement, a formal industry standard grid acceptance test using the floor plans provided over a grid system of 25'x25' grids of the coverage area will be conducted. Motorola and GPD will test and collect at all data points of testing the DAQ levels and SSI in dBm.

To conduct the formal ATP, two radios in good operating condition with spare batteries would be required. Test calls in each grid would be made to a person with a portable or to a control station/dispatch console in a known good coverage location. Each grid shall be tested with the test criteria outlined in section 1.2.1.1. In the event a test fails, a second point may be tested. Additionally, GPD will validate stairwell and elevator DAQ and record in ATP documentation.

Once the ATP is conducted and the system passes the coverage criteria, a sign off sheet would be provided for formal system acceptance. Once the system is accepted in writing, the one (1) year warranty period begins.

1.3 R-56 STANDARDS

All installations performed will follow the published Motorola Solutions, Inc. R-56 Standard standards. The R-56 standard is the standard related to communication site construction and installation practices. Much of the Motorola Solutions, Inc. R-56 Standard are similar to NFPA, NEC code with an extra emphasis on industry standard installation and engineering best practices.

1.4 FINAL DOCUMENTATION

At the end of the installation and upon system acceptance, a set of detailed “as-built” or record drawings will be provided in electronic format (available in AutoCAD or PDF). These drawings will provide exact locations of all of the radio system equipment that has been installed during this project. The drawings provided will consist of a title drawing, symbols drawing, schematic drawing, layout drawing and a Signal Booster commissioning data drawing that contain all of the Signal Booster parameters of the installed system.

In addition to updated system block diagrams, all system components will be overlaid on the floor plans that were previously provided to GPD during the design process.



EQUIPMENT LIST

QTY	NOMENCLATURE	DESCRIPTION
		WILLIAMSON COUNTY JUSTICE CENTER
1200	DSCNT400P	CNT-400-P CNT-400 PLENUM RATED LOW PIM WHITE PVC JKT PER FT
22	DSRFN10063I	RF INDUSTRIES N MALE CONNECTOR FOR 9913, LMR-400 & 241543,CUS TL93605
8	DSRFN1028SI	RF INDUSTRIES N FEMALE CRIMP-9913 FOR LMR40
13	DSCCELLMAXOCPUSE	CELLMAX-O-CPUSE, ANTENNA, INDOOR, OMNI, 698-960/1710-2700
12	DSC6CPUSEN	C-6-CPUSE-N 6 DB COUPLER 698-2700 N
1	DSS2CPUSELNI	*** REPLACED BY DSS2CPUSELNI** S-2-CPUSE-L-N 2-WAY LOW POWER SPLITTER



STATEMENT OF WORK

Motorola is proposing to Williamson County the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Williamson County Courthouse	Expansion of the existing In-Building Distributed Antenna System (DAS)

The document delineates the general responsibilities between Motorola and Williamson County as agreed to by contract.

3.1 MOTOROLA RESPONSIBILITIES

Motorola's general responsibilities include the following:

- Perform the installation of the Motorola supplied equipment described above in the System Description.
- Schedule the implementation in agreement with Williamson County.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide Williamson County with the appropriate system interconnect specifications.

3.2 WILLIAMSON COUNTY RESPONSIBILITIES

Williamson County will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. Williamson County general responsibilities include the following:

- Provide access to all buildings, equipment shelters, and towers required for system installation
- Insure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Customer will provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).

3.3 IMPLEMENTATION ASSUMPTIONS

Motorola has based the system design on assumptions and information gathered from the Williamson County and an analysis of their existing system. All assumptions are listed below for review by Williamson County. Should Motorola's assumptions be deemed incorrect or not agreeable to the County a revised proposal with the necessary changes and adjusted costs will be required.

- All existing sites or equipment locations will have sufficient space available for the system described.



- All existing sites or equipment locations will have adequate electrical/generator power and circuits, surge suppression, and site grounding to support the requirements of the system described.
- This proposal is based on the assumption that work-site availability would be provided the same day as requested. In addition, daily work schedules are assumed to be a minimum of 8 hours/day, with working hours between 7 a.m. and 7 p.m. If after-hours installation, maintenance, operation of work-sites, failure or lack of adequate escort personnel, or overly restrictive job-site check-in/check-out procedures restricts the ability to perform an efficient workday, additional funding would be required. If the installation of this system is limited to weekends or production down time to accommodate the Courthouse's production, a set schedule must be determined as part of the "kick-off" meeting in order for Motorola and GPD to determine the man-power necessary to complete this project on the given timeline. If work delays require multiple deployments of implementation equipment and/or personnel, additional funding would be required.
- Per the Federal Communications Commission (FCC), there are no licensing requirements for the operation of a BDA system. However, should there be any fees associated with zoning approvals and/or permitting for construction, electrical or equipment installation, Williamson County will be responsible for all licensing fees, if applicable.
- This proposal is based on the assumption that union installers are not required. If union personnel must be used, additional funding would be required.
- This quote assumes the use of Norrelle Electrical for subcontracting work. In the event, another subcontractor is required, additional funding may be required.



SERVICE/WARRANTY

4.1 WARRANTY SERVICES

Motorola will provide warranty services per our standard warranty terms and conditions as outlined within the H-GAC agreement within this proposal.



PRICING SUMMARY

Motorola's system solution and services are priced as follows:

Total solution price per equipment and services outlined in this proposal

Description	Price
SYSTEM PRICE	\$79,591.00
HGAC CONTRACT (RA05-12)	<\$7,067.00>
GRAND TOTAL	\$72,524.00

TERMS AND CONDITIONS

Terms and Conditions are included on the pages that follow.



SYSTEM PURCHASE AGREEMENT (Radio Systems)

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, by and between Motorola Solutions, Inc., a Delaware corporation duly authorized to conduct business in the State of Texas (“Motorola” or “Seller”) and _____, a body corporate and politic (“Purchaser”).

WITNESSETH:

WHEREAS, the Purchaser desires to purchase a Communications System; and

WHEREAS, Motorola desires to sell a Communications System to Purchaser; and

WHEREAS, Houston-Galveston Area Council (“H-GAC”), acting as the agent for various local governmental entities who are “End Users” under interlocal agreements (including the Purchaser) has solicited proposals for radio communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, on May 1, 2015 H-GAC and Motorola entered into a contract (the “Contract”), which provides that End Users may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6 of the Contract, Motorola and Purchaser now wish to enter into this System Purchase Agreement to delineate the specific terms of the purchase of radio communications equipment from Motorola by the Purchaser.

THEREFORE, the parties hereby enter into an agreement pursuant to which Motorola shall perform the work and furnish the equipment and services as more fully set forth herein and in the following exhibits, which are either attached hereto or incorporated by reference and hereby made a part of this Agreement:

Exhibit A General Provisions.

Exhibit B Motorola Software License Agreement.

Exhibit C Technical and Implementation Documents, consisting of: _____
all dated _____.

Exhibit D May 1, 2015 Motorola/H-GAC Contract

Exhibit E Warranty and Maintenance Plan and Service Terms and Conditions (if applicable).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Section 1 SCOPE OF WORK

A. Motorola shall furnish all of the equipment and software as outlined in Exhibit C and provide the tools, supplies, labor and supervision necessary for the installation of the items purchased in accordance with Exhibit C.

B. In addition to responsibilities described in the Statement of Work, Purchaser shall perform the following coincident with the performance of this Agreement:

(1) Provide a designated Project Director.

(2) Provide ingress and egress to Purchaser's facilities and/or sites as requested by Motorola and have such facilities available for installation of the equipment to be installed.

(3) Provide adequate telephone or other communications lines (including modem access and adequate interfacing networking capabilities) for the installation, operation and support of the equipment.

(4) Provide adequate space, air conditioning and other environmental conditions, and adequate and appropriate electrical power outlets, distribution, equipment and connections for the installation, operation and support of the equipment.

(5) Provide a designated work area with adequate heat and light, and a secure storage area for equipment delivered to the Purchaser. The Purchaser shall be solely liable for loss or damage to equipment prior to, during and following installation when such equipment is on or within Purchaser's facilities and/or vehicles.

Section 2 SITES

This Agreement is predicated on the utilization of sites and site configurations, which have been selected either by the Purchaser or by Motorola and set forth in Exhibit C. In either situation, should it be determined by either Motorola or Purchaser during the course of performance on this Agreement that the sites or configuration selected are no longer available or desired, new or replacement sites or configuration will be selected and approved by both Motorola and the Purchaser. If any price or schedule adjustments are necessary as a result of these new or replacement sites, such adjustments will be added to this Agreement by change order in accordance with Section 4 of the General Provisions.

Section 3 SUBSURFACE/STRUCTURAL CONDITIONS

This Agreement is predicated upon normal soil conditions defined by E.I.A. standard RS-222 (latest revision). Should Motorola encounter subsurface, structural, adverse environmental and/or latent conditions at any site differing from those indicated on the specifications, or as used in the preparation of the bid price, the Purchaser will be given immediate notice of such conditions before they are further disturbed. Thereupon, Motorola and the Purchaser shall promptly investigate the conditions and, if found to be different, will adjust the plans and/or

specifications as may be necessary. Any changes that cause an adjustment in the contract price or in time required for the performance of any part of the contract shall result in a contract modification in accordance with Section 4 of the General Provisions.

Section 4 PERIOD OF PERFORMANCE

A. Motorola projects that it will be able to obtain final acceptance and completion of the Acceptance Test Plan within the time interval specified in Exhibit C (if applicable). A more detailed timeline shall be provided to Purchaser after the design review and customer kick-off meeting.

B. Whenever a party knows or reasonably should know that any actual or potential condition due to circumstances beyond its control is delaying or threatens to delay the timely performance of the work, the party shall within thirty (30) days give the other party notice thereof and may request an extension of time to perform the work.

C. In order to successfully integrate and implement this project, shipments will be made F.O.B. Destination to Purchaser facilities, local Motorola staging facilities, warehousing facilities, or any combination thereof. It is agreed that this plan is acceptable to Purchaser and that Motorola will advise prior to shipment of actual destination and that Purchaser will accept shipment, and make payment as required by this Agreement.

D. It is also agreed that equipment shipping dates reflected in this Agreement are estimates only, and that shipment may be made at any time prior to, or subsequent to these estimated shipping dates.

Section 5 ACCEPTANCE CRITERIA

A. Motorola will test the Communications System in accordance with the Acceptance Test Plan. System acceptance will occur upon the successful completion of such testing ("System Acceptance") at which time both parties shall promptly execute a certificate of system acceptance. If the Acceptance Test Plan includes separate tests for individual subsystems or phases of the System, both parties shall promptly execute certificates of subsystem acceptance upon the successful completion of testing of such subsystems or phases. Minor omissions or variances in performance which do not materially affect the operation of the Communications System as a whole will not postpone System Acceptance. Purchaser and Motorola will jointly prepare a list of such omissions and variances which Motorola will correct according to an agreed upon schedule.

B. Motorola agrees to notify Purchaser when the Communications System is ready for acceptance testing. Motorola and Purchaser agree to commence acceptance testing within ten (10) business days after receiving such notification. If testing is delayed for reasons within the control of Purchaser or its employees, contractors, agents or consultants for more than ten (10) business days after notification, final payment will be due within thirty (30) days after such notification and the Warranty Period will commence immediately.

C. Motorola may, but is not obligated to, issue written authorization for Purchaser to use the Communications System or its subsystem(s) for limited training or testing purposes, prior to the completion of testing by Motorola. Any use of the Communications System without prior written authorization by Motorola shall constitute System Acceptance.

Section 6 PAYMENT SCHEDULE

A. Motorola agrees to sell all of the equipment and perform the services as outlined in the Scope of Work, and Purchaser agrees to buy the aforementioned equipment and services for the sum of _____ (\$_____), which includes the H-GAC administration fee. The final price may be adjusted by change orders approved pursuant to Statement of Work attached hereto as Exhibit "C".

B. Payments to Motorola shall be made according to the following milestones:

1. 20% of the total contract price is due upon completion of Customer Design Review;
2. 60% of the total contract price will be invoiced immediately after the Equipment is shipped from Motorola's facilities;
3. 10% of the total contract price will be invoiced immediately after the Equipment is installed at the sites specified in the Exhibits; and
4. 10% of the total contract price will be invoiced immediately after System Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

C. In the event of failure or delay by the Purchaser in providing sites, space, approvals, licenses, or any other Purchaser obligations required preceding delivery of Motorola equipment, it is agreed that Motorola, at its sole discretion, may ship equipment as planned and that the Purchaser will accept the equipment and make payment in accordance with the terms of this Agreement. Any additional costs incurred by Motorola for storage of equipment will be invoiced and paid by Purchaser.

D. Payments to Motorola shall be made as follows:

- (i) Motorola shall immediately forward an invoice for the payment requested in Section 6(B) above to Purchaser.
- (ii) Purchaser shall pay the Motorola invoice within thirty (30) calendar days of receipt.

E. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of Motorola/H-GAC Contract dated May 1, 2015.

F. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the date as set forth above and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

Section 7 PROJECT MANAGEMENT

A. If the size or complexity of the project warrants, Motorola will assign a Project Manager, who is authorized to exercise technical direction of this project. Motorola, at any time, may designate a new or alternate Project Manager with written notice to Purchaser and H-GAC.

B. All matters affecting the terms of this Agreement or the administration thereof shall be referred to Motorola's cognizant Contract Administrator who shall have authority to negotiate changes in or amendments to this Agreement.

Section 8 NOTICE ADDRESSES

A. Motorola Solutions, Inc.
1303 East Algonquin Road
Schaumburg, IL 60196
Attn.: Law Department

B.

C. Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Attn.: Public Services Manager

Section 9 ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

The main body of this Agreement.

Exhibit A General Provisions.

Exhibit B Motorola Software License.

Exhibit C Technical and Implementation Documents, consisting of: _____.

Exhibit E Warranty and Maintenance Plan and Service Terms and Conditions (if applicable)

Section 10 DISPUTES

Motorola and the Purchaser will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by Motorola and the Purchaser within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. Motorola and the Purchaser will bear their own costs but will share the cost of the mediator equally. By mutual agreement, however, Motorola and Purchaser may postpone mediation until both parties have completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure (“ADR”).

Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be submitted to a court of competent jurisdiction in Texas. Both Motorola and Purchaser consent to jurisdiction over it by such a court. All communications pursuant to the negotiation and mediation will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

Section 11 SEVERABILITY

If any portion of this Agreement or any exhibits hereto is held to be invalid, such provision or portion of such provision shall be considered severable, and the remainder of this Agreement shall not be affected.

Section 12 HEADINGS AND SECTION REFERENCES

The headings given to the paragraphs are inserted for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular paragraph to which the heading refers.

Section 13 SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 6 (Payment Schedule) if any payment obligations exist; Section 9 (Order of Precedence); Section 10 (Disputes); Section 11 (Severability); Section 12 (Headings and Section References); Section 13 (Survival of Terms) and Section 14 (Full Agreement).

Section 14 FULL AGREEMENT

This Agreement and its Exhibits constitute the final expression of the agreement of the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the work. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, 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. This Agreement may not be altered, amended, or modified except by written instrument signed by duly authorized representatives of the parties. The preprinted terms and conditions found on any Purchaser purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs that document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last day and year written below.

MOTOROLA SOLUTIONS, INC.

PURCHASER

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print - Block Letters)

Name: _____
(Print - Block Letters)

Title: _____
(Print - Block Letters)

Title: _____
(Print - Block Letters)

Date: _____

Date: _____

**EXHIBIT A
GENERAL PROVISIONS
MOTOROLA SOLUTIONS, INC.**

Section 1 STANDARDS OF WORK

Motorola agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to professional standards. All packaging and packing shall be in accordance with good commercial practice.

Section 2 TAXES

The prices set forth in the Agreement are exclusive of any amount for Federal, State or Local excise, sales, lease, gross income service, rental, use, property, occupation or similar taxes. If any taxes are determined applicable to this transaction or Motorola is required to pay or bear the burden thereof, the Purchaser agrees to pay to Motorola the amount of such taxes and any interest or penalty thereon no later than thirty (30) days after receipt of an invoice therefor.

Section 3 SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. Destination. Motorola reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments. Title to the equipment shall pass to the Purchaser upon receipt at the F.O.B. Destination. After delivery to the F.O.B. Destination, risk of loss and damage to the articles shall be borne by the Purchaser. The above notwithstanding, title to software and any third party supplied software shall not pass upon payment of the license fee therefor or under any circumstances.

Section 4 CHANGES IN THE WORK

A. The Purchaser may, at any time, by written order, make changes within the general scope of the work, including but not limited to revisions of, or additions to, portions of the work, or changes in method of shipment or packaging and place of delivery.

B. If any order under this Section 4 causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Motorola is not obligated to comply with any order hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and same is reflected as an addendum to this Agreement.

Section 5 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability whether for breach of contract, warranty, negligence, indemnification, strict liability in tort or otherwise, is limited to the price of the particular products or services sold hereunder with respect to which losses or damages are claimed. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action shall be brought for any breach of this contract more than two (2) years after the accrual of such cause of action except for money due upon an open account.

Section 6 EXCUSABLE DELAYS

A. Neither Motorola nor the Purchaser shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but are not be limited to, acts of God; fire; strikes; material shortages; compliance with laws or regulations; riots; acts of war; or any other conditions beyond the reasonable control of the party or parties.

B. Delays as identified herein may cause an impact on the Period of Performance stated in the Agreement. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 7 DEFAULT

A. If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in default (unless such failure has been caused by the conditions set forth in Section 6 of these General Provisions) and may assert a default claim by giving the non-performing party a written and detailed notice of default. Except for a default by Purchaser for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If Purchaser is the defaulting party, Motorola may stop work on the project until it approves the Purchaser's cure plan.

B. If a defaulting party fails to cure the default as provided above in Section 7.A, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting party will promptly return to the non-defaulting party any of its confidential information. If Purchaser is the non-defaulting party, terminates this Agreement as

permitted by this Section, and completes the System through a third party, Purchaser may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the contract price. Purchaser will mitigate damages and provide Motorola with detailed invoices substantiating the charges. IN THE EVENT OF DEFAULT, MOTOROLA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, LIQUIDATED, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Section 8 DELAYS BY PURCHASER

If the Purchaser is responsible for delays in the schedule set forth in the Agreement, the Purchaser shall be liable for actual costs incurred by Motorola resulting from these delays if Motorola requests compensation. Such charges may include, but are not limited to, additional Engineering; rescheduling charges; storage charges; maintenance charges; and transportation charges. The Purchaser shall have the option to attempt to minimize actual costs incurred by storing and transporting equipment at its own expense. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 9 LICENSES/AUTHORIZATION

The Purchaser is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission and for complying with FCC rules. Neither Motorola nor any of its employees is an agent or representative of the Purchaser in FCC matters or otherwise. Motorola, however, may assist in the preparation of the license application at no charge to the Purchaser. Purchaser acknowledges that project implementation is predicated on receipt of proper FCC licensing.

Section 10 INDEMNIFICATION

Motorola agrees to and hereby indemnifies and saves Purchaser harmless from all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from the Purchaser by reason of or on account of damage to the tangible property of the Purchaser or the property of, injury to, or death of any person, to the extent and in the proportion that such damage or injury is caused by Motorola's negligent acts or omissions or that of its employees, subcontractors, or agents while on the premises of the Purchaser during the delivery and installation of the communications equipment. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Section 11 WARRANTIES

A. **WARRANTY PERIOD.** Upon System Acceptance, the System Functionality representation described below is fulfilled. The Equipment and Motorola Software is warranted for a period of one (1) year after System Acceptance ("Warranty Period") in accordance with the applicable limited warranties shown below. In no event will the warranty period last longer than eighteen (18) months after the Equipment and Software

is shipped from Motorola. Purchaser must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties no later than one month after the expiration of the Warranty Period.

B. **SYSTEM FUNCTIONALITY.** Motorola represents that the Communications System will satisfy the functional requirements in Exhibit C. Upon System Acceptance, this System Functionality representation is fulfilled. After System Acceptance, the Equipment Warranty set forth below and the Software Warranty set forth in the Software License Agreement will apply.

Motorola will not be responsible for performance deficiencies of the System caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System provided hereunder. Additionally, Motorola will not be responsible for System performance when the functionality is reduced for reasons beyond Motorola's control including, but not limited to, i) an earthquake, adverse atmospheric conditions or other natural causes; ii) the construction of a building that adversely affects the microwave path reliability or RF coverage; iii) the addition of additional frequencies at System sites that cause RF interference or intermodulation; iv) Purchaser changes to load usage and/or configuration outside the parameters specified in Exhibit C; v) any other act of parties who are beyond Motorola's control, including Purchaser or its employees, contractors, consultants or agents.

C. **EQUIPMENT WARRANTY.** Motorola warrants the Equipment against material defects in material and workmanship under normal use and service during the Warranty Period. Unless otherwise specified in writing, the Warranty Period for non-Motorola manufactured Equipment will be as stated in this Section. At no additional charge and at its option, Motorola will either repair the defective Equipment, replace it with the same or equivalent Equipment, or refund the purchase price of the defective Equipment, and such action on the part of Motorola will be the full extent of Motorola's liability hereunder. Repaired or replaced Equipment is warranted for the balance of the original applicable warranty period. All replaced parts of the Equipment shall become the property of Motorola.

THIS WARRANTY DOES NOT APPLY TO

- a) Defects or damage resulting from use of the Equipment in other than its normal and customary manner.
- b) Defects or damage occurring from misuse, accident, liquids, neglect or acts of God.
- c) Defects or damage occurring from testing, maintenance, installation, alteration, modification, or adjustment not provided by Motorola pursuant to this System Purchase Agreement.

- d) Breakage of or damage to antennas unless caused directly by defects in material or workmanship.
- e) Equipment that has been subjected to unauthorized modifications, disassembly or repairs (including the addition to the Equipment of non-Motorola supplied equipment if not authorized by Motorola) which adversely affect performance of the Equipment or interfere with Motorola's normal warranty inspection and testing of the Equipment to verify any warranty claim.
- f) Equipment that has had the serial number removed or made illegible.
- g) Batteries (because they carry their own separate limited warranty).
- h) Freight costs to the repair depot.
- i) Equipment that has been subject to illegal or unauthorized alteration of the software/firmware in the Equipment.
- j) Scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment.
- k) Software.
- l) Normal or customary wear and tear.

D. Motorola Software Warranty. Motorola Software is warranted in accordance with the terms of the Software License Agreement attached as Exhibit B.

E. These express limited warranties as set forth in this Section are extended by Motorola to the original end user purchasing or leasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable. These are the complete warranties for the Equipment and Software provided pursuant to this Agreement.

F. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

Section 12 CONFIDENTIAL INFORMATION

Motorola proprietary computer programs will be released in accordance with the Software License provisions set forth elsewhere, if applicable. All other material and information of confidential nature marked Motorola PROPRIETARY and/or CONFIDENTIAL will be released as necessary under the following conditions:

- (1) Purchaser shall exercise reasonable and prudent measures to keep these items in confidence.
- (2) Purchaser shall not disclose these items to third parties without prior written permission, unless Motorola makes them public or Purchaser learns them rightfully from sources independent of Motorola, or it is required by law to be disclosed.
- (3) Motorola, where necessary, retains the right to prescribe specific security measures for the Purchaser to follow to maintain the confidentiality.

In the event disclosure of such information is necessary, a separate Non-Disclosure Agreement will be required.

Section 13 SOFTWARE LICENSE

A. Motorola Software. Any Motorola Software furnished will be licensed to Purchaser solely according to the terms and restrictions of the Software License Agreement attached as Exhibit B. Purchaser hereby accepts all of the terms and restrictions of the Software License Agreement.

B. Non-Motorola Software. Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sublicense such Non-Motorola Software pursuant to the Software License Agreement, in which case the Software License Agreement (including any addendum to satisfy such copyright owner's requirements) shall apply and the copyright owner will have all of Motorola's rights and protections under the Software License Agreement.

Section 14 PATENT INDEMNIFICATION

A. Motorola will defend at its expense any suit brought against Purchaser to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Purchaser promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Purchaser providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the

Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Purchaser by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

B. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Purchaser the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Purchaser a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

C. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Purchaser's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Purchaser to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Purchaser extend in any way to royalties payable on a per use basis or the Purchaser's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Purchaser from sales or license of the infringing Motorola Product.

D. This Section 14 provides Purchaser's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Purchaser has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 5.

Section 15 DISCLAIMER OF PATENT LICENSE

Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license under any patents or patent applications of Motorola, except that Purchaser shall have the normal non-exclusive royalty-free license to use that is implied, or otherwise arises by operation of law, in the sale of a product.

Section 16 WAIVER

Failure or delay on the part of Motorola or Purchaser to exercise a right or power hereunder shall not operate as a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

Section 17 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 18 ASSIGNABILITY

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 Purchaser. 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. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement..

Section 19 SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 2 (Taxes); Section 5 (Limitation of Liability); Section 7 (Default); Subsection 11.F (Disclaimer of Implied Warranties); Section 12 (Confidential Information); Section 13 (Software License); and Section 16 (Waiver); Section 17 (Governing Law) and Section 19 (Survival of Terms).

Section 20 ADMINISTRATOR LEVEL ACCOUNT ACCESS

Motorola will provide Purchaser with Administrative User Credentials. Purchaser agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Purchaser is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Purchaser may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Purchaser understands that changes made as the Administrative User can significantly impact the performance of the System. Purchaser agrees that it will be solely responsible for any negative impact on the System or its users by any such

changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Purchaser and Purchaser will pay Motorola on a time and materials basis for resolving the issue.

Section 21 MAINTENANCE SERVICE

If this Agreement contains a Warranty and Maintenance Plan, then, during the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the terms of this Agreement, including the Warranty and Maintenance Plan and Service Terms and Conditions. Such services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services during the Warranty Period, or any maintenance and support services after the Warranty Period, the description of and pricing for such services will be set forth in a separate document. Unless otherwise agreed by the Parties in writing, the terms and conditions applicable to such maintenance and support will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

Exhibit B

Software License Agreement

This Exhibit B, Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable

prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and confidential information and are Motorola's trade secrets. Licensee will not disclose the Software and Documentation to any third party except as permitted by this Agreement or expressly in writing by Motorola. Licensee will take necessary and appropriate precautions to maintain the confidentiality and guard against the unauthorized disclosure of the Software and Documentation. Licensee will limit access

to the Software and Documentation only to Licensee's employees who "need to know" and are authorized to use the Software and Documentation as permitted by this Agreement.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be

guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit C

Technical and Implementation Documents

Exhibit D

Motorola/H-GAC Radio Communications Equipment & Systems Agreement

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
MOTOROLA SOLUTIONS, INC.
Farmers Branch, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Motorola Solutions, Inc.** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at Park West C-2, 1507 LBJ Freeway, Farmers Branch, Texas 75234.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Radio Communication/Emergency Response & Mobile Interoperability Equipment** Contract to become effective as of May 1, 2015, and to continue through April 30, 2018 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Radio Communication/Emergency Response & Mobile Interoperability Equipment** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Radio Communication/Emergency Response & Mobile Interoperability Equipment** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: **RA05-15**, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No: **RA05-15**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User

Agreements surviving termination of this Contract between H-GAC and CONTRACTOR .

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract. To the extent allowed by law, nothing contained herein shall authorize H-GAC and/or END USER to audit confidential information regarding product cost.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR at any time during a contract period, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products offered to H-GAC on a basis that provides prices more favorable than those provided to H-GAC, CONTRACTOR shall within ten (10) business days thereafter notify H-GAC of that offering. The contract with H-GAC shall be deemed to be automatically amended and effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same quantity discount to H-GAC and its End Users for equal or larger orders purchased the same quantity and under the same circumstances. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR believes any apparently more favorable price charged and/or offered a customer during the term of this agreement is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon the contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices to H-GAC.

The most favored price structure set forth in this paragraph shall not apply to any pre-existing contracts Contractor has in the State of Texas. The term "pre-existing contracts" shall refer to contracts in existence as of the original effective date of the HGAC contract, i.e 5/1/15.

The Parties agree that the above MFC provision shall not apply to the sale of large communications systems (one million dollars (\$1,000,000.00) and above). The term "Communications System" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Motorola engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan.

The Parties accept the following definition of routine. *A prescribed, detailed course of action to be followed regularly; a standard procedure.*

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:

DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13:

LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:

LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15:

TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16:

TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17:

CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:

GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19:

PROCEDURAL STEPS ENUMERATED FOR SALES TO END USERS

1. All Cooperative Purchasing business will be processed in accordance with H-GAC's policies and procedures, at contracted prices, and shall include approved order processing charges.
2. END USER will access the Cooperative Purchasing Program through the H-GAC website and /or by submission of any duly

executed purchase order to a contractor having a valid contract with H-GAC and in a format acceptable to H-GAC.

3. **END USER** will submit order(s) electronically through **CONTRACTOR'S** on-line ordering process or issue Purchase Order(s) directly to **CONTRACTOR** at contract prices, and also submit a copy to **H-GAC**.
4. The **H-GAC CONTRACTOR** will deliver products/services as specified by the contract between **CONTRACTOR** and **H-GAC**, and invoice each **END USER** for (1) products/services purchased and (2) **H-GAC'S** applicable order processing charge.
5. Upon delivery, acceptance, and receipt of an **H-GAC CONTRACTOR'S** documented invoice, **END USER** shall pay the **H-GAC CONTRACTOR** the full amount of the invoice.
6. For orders of less than \$100,000, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case, not later than sixty (60) calendar days after End User order is processed. Payments will be processed to **H-GAC** on a monthly basis. For orders of \$100,000 or more, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case not later than forty-five (45) calendar days after receipt of End User payment by **Motorola**.
7. Failure to promptly remit **H-GAC'S** order processing charges may result in sanctions including, but not limited to, contract termination.
8. **CONTRACTOR** shall be responsible for delivery and acceptance of each unit by **END USER**, according to the requirements of the specifications, this Contract, and purchase order issued to **CONTRACTOR** by an **END USER**. All required equipment tests shall be borne by **CONTRACTOR**.
9. **CONTRACTOR** shall promptly provide **H-GAC** and **END USER** with all information pertaining to delivery schedules. **CONTRACTOR** shall also use its best efforts to expedite unit deliveries on shorter notice than set forth in its verification for any specific purchase order when requested.
10. All prices are F O B **END USER'S** location with all transportation charges prepaid and included in any invoice.
11. All pricing shall be based on the current contract unless the **H-GAC CONTRACTOR** prior to receipt of **END USER'S** purchase order for delivery of any products/services has received **H-GAC'S** prior written approval for any price increases.
12. The **H-GAC CONTRACTOR** agrees to accept the terms of this agreement and to conduct all transactions based on pricing and other terms of the contract including, but not limited to, the applicable **H-GAC** order processing charge. The **CONTRACTOR** agrees to encourage **END USERS** to execute authorizing Interlocal contracts with **H-GAC**.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER'S** purchase order is placed.

ARTICLE 21:

PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER'S** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER'S** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER'S** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER'S** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.


ARTICLE 23:

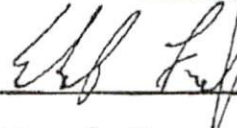
LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

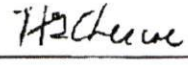
CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas: 
Jack Steele, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas: 
Daido Vick, Director of Public Services
Date: May 5, 2015

Signed for Motorola Solutions, Inc.
Farmers Branch, Texas: 
Printed Name & Title: Edward Fuerst MSSSI Vice President
Date: 4/30 2015

Attest for Motorola Solutions, Inc.
Farmers Branch, Texas: 
Printed Name & Title: Howard Cheroe MSSSI V.P.
Date: 4/30 2015

Attachment A
Motorola Solutions, Inc.
Radio Communication/Emergency Response & Mobile Interoperability Equipment
Contract No.: RA05-15

Product Category	Description	Base Offered Price
OA, OB, OC	<i>Per the RFP Motorola has included an Electronics Catalogue (ECAT disk) on a CD media in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the ECAT disk.</i>	See APC Discounts per ECAT Pricebook Effective 2/14/2015
OD	Motorola Integration Services LMR	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
OD	Project Management Daily Rate*	\$ 1,818.00
OD	System Technologist Daily Rate*	\$ 2,173.00
OD	Standard Shop Installation: Hourly Rate*	\$ 150.00
OD	Standard Shop Installation: Daily Rate*	\$ 1,200.00
OD	Mobile Radio Installation*	\$180-\$500
OD	Radio Programming*	\$55-\$125
OD	Data Installation*	\$180-\$428
	*Prices may vary by Region and Stated Scope. Travel Not Included	
OD	Motorola Integration Services Advanced Services	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
OD	NG9-1-1 Consulting Services-Daily Rate*	\$1,694
OD	Security Project/Program Management-Daily Rate*	\$1,694
OD	Wireless Security Technician-Daily Rate*	\$1,580
OD	Security Penetration Tester (Wired Network)-Daily Rate*	\$1,580
OD	Security Trainer-Daily Rate*	\$1,328
OD	Application Security Code Reviewer-Daily Rate*	\$2,033
OD	IT Incident Response and E-Discovery Assistance-Daily Rate*	\$1,694
OD	IT Disaster Recovery Planner-Daily Rate*	\$1,580
OD	IT Disaster Recovery Plan Tester-Daily Rate*	\$1,580
OD	Business Continuity/Continuity of Government Planner-Daily Rate*	\$1,580
OD	Business Continuity/Continuity of Government Plan Tester-Daily Rate*	\$1,580
OD	Mobile Application Services Project Management-Daily Rate*	\$565
OD	Mobile Application Services Solution Architect-Daily Rate*	\$2,033
OD	Mobile Application Services Application and Solution Design-Daily Rate*	\$2,033
OD	Mobile Application Services Application and Solution Implementation-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Project Management-Daily Rate*	\$1,694
OD	Application Integration and Customization Services Solution Architect-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Application and Solution Design-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	\$1,694
OD	Unified Communications Services Project Management-Daily Rate*	\$1,694
OD	Unified Communications Services Solution Architect-Daily Rate*	\$2,033
OD	Unified Communications Services Application and Solution Design-Daily Rate*	\$2,033
OD	Unified Communications Services Application and Solution Implementation-Daily Rate*	\$1,694

OD	Consulting Services Project Management-Daily Rate*	\$1,694
OD	Consulting Services System Engineer-Daily Rate*	\$1,694
OD	Consulting Services Solution Architech-Daily Rate*	\$2,033
OD	Consulting Services Internet Protocol Network Accessment-Daily Rate*	\$2,033
OD	Consulting Servics IP Network Design and Integration-Daily Rate*	\$2,033
OD	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	\$2,033
OD	Consulting Services Custoemr Network Interface Design and Integration-Daily Rate*	\$2,033

APC DISCOUNTS PER ECAT PRICEBOOK

001	Portable Radiophone (Portables)	20%
020	CAD Equipment	List
039	CAD Equipment	5%
068	CAD Equipment	10%
232	CAD Equipment	5%
297	CAD Equipment	5%
330	CAD Equipment	5%
333	CAD Equipment	10%
548	CAD Equipment	10%
702	CAD Equipment	List
850	CAD Equipment	List
879	CAD Equipment	List
981	CAD Equipment	List
040	Data Applications	15%
041	Data Applications	10%
041	Data Applications	10%
153	Data Applications	15%
343	Data Applications	10%
670	Data Applications	List
766	Data Applications	List
177	Data Subscriber Devices	15%
185	Data Subscriber Devices	List
736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
006	Dispatch Service	5%
768	Dispatch Service	List
118	Dispatch Solutions	10%
124	Dispatch Solutions	15%
129	Dispatch Solutions	20%
147	Dispatch Solutions	10%
185	Dispatch Solutions	List
202	Dispatch Solutions	15%
207	Dispatch Solutions	10%
226	Dispatch Solutions	15%
228	Dispatch Solutions	30%
229	Dispatch Solutions	13.50%
261	Dispatch Solutions	5%
322	Dispatch Solutions	15%
404	Dispatch Solutions	20%
415	Dispatch Solutions	10%
443	Dispatch Solutions	20%
454	Dispatch Solutions	15%
520	Dispatch Solutions	10%
524	Dispatch Solutions	10%
660	Dispatch Solutions	10%
706	Dispatch Solutions	20%
708	Dispatch Solutions	17%
729	Dispatch Solutions	17%

740	Dispatch Solutions	15%
892	Dispatch Solutions	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
342	Fixed Data Products	10%
382	Fixed Data Products	10%
403	Fixed Data Products	15%
455	Fixed Data Products	15%
469	Fixed Data Products	10%
499	Fixed Data Products	10%
708	Fixed Data Products	17%
222	Fixed Network Equipment	15%
329	Fixed Network Equipment	10%
381	Fixed Network Equipment	15%
207	Fixed Station Accessories	10%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
457	Fixed Station Accessories	20%
515	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
856	Fixed Station Accessories	10%
207	Fixed Station Antenna Systems	10%
005	Fixed Stations	20%
112	Fixed Stations	18%
225	Fixed Stations	10%
281	Fixed Stations	18.50%
301	Fixed Stations	20%
360	Fixed Stations	21.50%
377	Fixed Stations	17%
417	Fixed Stations	10%
424	Fixed Stations	15%
425	Fixed Stations	15%
448	Fixed Stations	20%
474	Fixed Stations	23%
509	Fixed Stations	21.50%
512	Fixed Stations	23%
537	Fixed Stations	21.50%
590	Fixed Stations	21.50%
595	Fixed Stations	18%
643	Fixed Stations	15%
675	Fixed Stations	20%
680	Fixed Stations	21.50%
744	Fixed Stations	20%
811	Fixed Stations	5%
881	Fixed Stations	15%
015	Fixed Wireless Broadband	20%
075	Fixed Wireless Broadband	List
224	Fixed Wireless Broadband	15%
800	Fixed Wireless Broadband	List
832	Fixed Wireless Broadband	10%
882	Fixed Wireless Broadband	15%
904	Fixed Wireless Broadband	15%
906	Fixed Wireless Broadband	15%
910	Fixed Wireless Broadband	15%
947	Fixed Wireless Broadband	15%
901	Lifecycle Services	List
902	Lifecycle Services	List
903	Lifecycle Services	List

904	Lifecycle Services	List
905	Lifecycle Services	List
051	LTE	10%
052	LTE	10%
053	LTE	10%
054	LTE	10%
055	LTE	10%
056	LTE	10%
057	LTE	10%
058	LTE	5%
059	LTE	10%
061	LTE	10%
063	LTE	10%
065	LTE	10%
066	LTE	10%
375	LTE	List
708	LTE	17%
984	LTE	List
985	LTE	List
989	LTE	List
823	Maintenance	List
983	Maintenance	List
554	Mobile Accessories	15%
644	Mobile Accessories	15%
879	Mobile Applications Software	10%
038	Mobile Stations	10%
103	Mobile Stations	26.50%
109	Mobile Stations	26.50%
159	Mobile Stations	20%
189	Mobile Stations	15%
276	Mobile Stations	25%
287	Mobile Stations	10%
374	Mobile Stations	15%
426	Mobile Stations	25%
471	Mobile Stations	25%
484	Mobile Stations	10%
500	Mobile Stations	25%
514	Mobile Stations	25%
518	Mobile Stations	25%
527	Mobile Stations	25%
571	Mobile Stations	15%
585	Mobile Stations	25%
652	Mobile Stations	25%
655	Mobile Stations	25%
656	Mobile Stations	25%
761	Mobile Stations	25%
775	Mobile Stations	16.50%
776	Mobile Stations	20%
792	Mobile Stations	20%
869	Mobile Stations	20%
922	Mobile Stations	20%
422	MOTOTRBO	10%
475	MOTOTRBO	10%
516	MOTOTRBO	10%
557	MOTOTRBO	10%
563	MOTOTRBO	10%
777	MOTOTRBO	10%
131	Network Products	10%
147	Network Products	10%

207	Network Products	10%
232	Network Products	10%
708	Network Products	17%
136	Pagers/Receiver	15%
169	Pagers/Receiver	20%
452	Pagers/Receiver	15%
361	Paging/Recievers	15.00%
839	Paging/Recievers	15%
940	Paging/Recievers	15%
941	Paging/Recievers	15%
004	Portable Radiophone (Portables)	20%
008	Portable Radiophone (Portables)	20%
018	Portable Radiophone (Portables)	List
019	Portable Radiophone (Portables)	List
027	Portable Radiophone (Portables)	List
037	Portable Radiophone (Portables)	10%
087	Portable Radiophone (Portables)	10%
158	Portable Radiophone (Portables)	20%
185	Portable Radiophone (Portables)	List
187	Portable Radiophone (Portables)	15%
205	Portable Radiophone (Portables)	25%
271	Portable Radiophone (Portables)	25%
291	Portable Radiophone (Portables)	25%
320	Portable Radiophone (Portables)	25%
332	Portable Radiophone (Portables)	20%
362	Portable Radiophone (Portables)	20%
372	Portable Radiophone (Portables)	20%
402	Portable Radiophone (Portables)	20%
407	Portable Radiophone (Portables)	25%
414	Portable Radiophone (Portables)	20%
426	Portable Radiophone (Portables)	25%
430	Portable Radiophone (Portables)	20%
442	Portable Radiophone (Portables)	20%
453	Portable Radiophone (Portables)	20%
456	Portable Radiophone (Portables)	20%
458	Portable Radiophone (Portables)	20%
470	Portable Radiophone (Portables)	25%
476	Portable Radiophone (Portables)	20%
481	Portable Radiophone (Portables)	25%
483	Portable Radiophone (Portables)	25%
505	Portable Radiophone (Portables)	20%
527	Portable Radiophone (Portables)	25%
536	Portable Radiophone (Portables)	25%
562	Portable Radiophone (Portables)	25%
570	Portable Radiophone (Portables)	10%
577	Portable Radiophone (Portables)	20%
619	Portable Radiophone (Portables)	15%
626	Portable Radiophone (Portables)	20%
654	Portable Radiophone (Portables)	List
655	Portable Radiophone (Portables)	25%
656	Portable Radiophone (Portables)	25%
672	Portable Radiophone (Portables)	33.50%
687	Portable Radiophone (Portables)	20%
721	Portable Radiophone (Portables)	25%
726	Portable Radiophone (Portables)	25%
742	Portable Radiophone (Portables)	25%
749	Portable Radiophone (Portables)	33.50%
755	Portable Radiophone (Portables)	25.00%
756	Portable Radiophone (Portables)	25.00%

785	Portable Radiophone (Portables)	25%
795	Portable Radiophone (Portables)	25%
798	Portable Radiophone (Portables)	25%
837	Portable Radiophone (Portables)	25%
841	Portable Radiophone (Portables)	33.50%
883	Portable Radiophone (Portables)	15%
977	Portable Radiophone (Portables)	10%
390	Professional Services	List
659	Professional Services	List
659	Professional Services	List
670	Professional Services	List
842	Professional Services	List
509	Receivers	21.50%
512	Receivers	23%
743	Receivers	15%
608	Records Management Software	10%
279	Records Management Software	List
137	Secure Solutions	5%
201	Secure Solutions	10%
229	Secure Solutions	14%
462	Secure Solutions	10%
524	Secure Solutions	15%
525	Secure Solutions	15%
519	Security	List
519	Security	List
561	Service/Maintenance	List
769	Service/Maintenance	List
769	Service/Maintenance	List
772	Service/Maintenance	List
929	Service/Maintenance	List
293	Service/Maintenance	List
195	Software Upgrades/Flashport	List
371	Software Upgrades/Flashport	List
430	Software Upgrades/Flashport	20%
262	Test Equipment	20%
854	Test Equipment	List
293	Training-Professional Services	List
039	Trunking Products and Systems	5%
85	Trunking Products and Systems	15%
112	Trunking Products and Systems	18%
115	Trunking Products and Systems	10%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
377	Trunking Products and Systems	17%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
708	Trunking Products and Systems	17%
877	Trunking Products and Systems	18.50%
002	Video Solutions	10%
080	Video Solutions	10%
488	Video Solutions	10%
964	Warranty	List
606	Wireless Mobility	15%
832	Wireless Mobility	10%
907	Wireless Mobility	15%
908	Wireless Mobility	15%

Exhibit E
Service Terms and Conditions

Motorola Solutions, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support and/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 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 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 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 the 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 such 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 such Equipment; remove that Equipment from the Agreement; or increase the price to Service such 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 such 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 Customer's 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 thirty (30) 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, Customer's 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 two (2) years after the accrual of such 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 writing 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 Motorola's 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, financial 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 such 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 shall be modified as necessary to conform to such 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 Customer's 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 Customer's 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 governed and interpreted in accordance with the laws of the State of Texas.

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 party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. 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 Motorola's then effective hourly rates.

STATEMENT OF WORK

ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II)

1.0 Description of Service and Obligations

- 1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system. At the time of the system release upgrade, Motorola will provide applicable patches and service pack updates when and if available. Currently, Motorola's service includes 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.
- 1.2 The Customer will have, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the ASTRO 25 SUA II, the ASTRO 25 system must be at system release 7.7 or later.
- 1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.
- 1.4 The price quoted for the SUAII requires the Customer to choose a system upgrade from the list of System Release Upgrade Paths available to the Customer as per the system release upgrade chart referenced and incorporated in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs may be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.
- 1.5 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
- 1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, logging equipment, network management terminals, Network Fault Management ("NFM") products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.
- 1.7 Product programming software such as Radio Service Software ("RSS"), Configuration Service Software ("CSS"), and Customer Programming Software ("CPS") are also covered under this SUA II.

- 1.8 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.
- 1.9 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.
- 1.10 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :
 - 1.10.1 Servers
 - 1.10.2 PC Workstations
 - 1.10.3 Routers
 - 1.10.4 LAN Switches
- 1.11 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:
 - 1.11.1 GTR 8000 Base Stations
 - 1.11.2 GCP 8000 Site Controllers
 - 1.11.3 GCM 8000 Comparators
 - 1.11.4 MCC 7500 Console Operator Positions
 - 1.11.5 STR 3000 Base Stations
 - 1.11.6 Quantar Base Stations
 - 1.11.7 Centracom Gold Elite Console Operator Interface Electronics
 - 1.11.8 Centracom Gold Elite Central Electronics Banks
 - 1.11.9 Ambassador Electronics Banks
 - 1.11.10 Motorola Gold Elite Gateways
 - 1.11.11 ASTROTAC Comparators
 - 1.11.12 PSC 9600 Site Controllers
 - 1.11.13 PBX Switches for Telephone Interconnect
 - 1.11.14 NFM/NFM XC/MOSCAD RTU
- 1.12 The ASTRO 25 SUA II does not cover all products. Refer to section 2.0 for exclusions and limitations.
- 1.13 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the system upgrade are not included.

- 1.14 As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:
 - 1.14.1 Review infrastructure system audit data as needed.
 - 1.14.2 Identify additional system equipment needed to implement a system release, if applicable.
 - 1.14.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 - 1.14.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 1.14.5 Program management support required to perform the system upgrade.
 - 1.14.6 Field installation labor required to perform the system upgrade.
 - 1.14.7 Upgrade operations engineering labor required to perform the system upgrade.
- 1.15 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.
- 1.16 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.
- 1.17 Motorola will issue Software Maintenance Agreement (“SMA”) bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

2.0 Upgrade Elements and Corresponding Party Responsibilities

- 2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.
 - 2.1.1 Motorola responsibilities
 - 2.1.1.1 Obtain and review infrastructure system audit data as needed.
 - 2.1.1.2 Identify additional system equipment needed to implement a system release, if applicable.
 - 2.1.1.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 - 2.1.1.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 2.1.1.5 Inform Customer of high speed internet connection requirements.
 - 2.1.1.6 Assign program management support required to perform the system upgrade.
 - 2.1.1.7 Assign field installation labor required to perform the system upgrade.
 - 2.1.1.8 Assign upgrade operations engineering labor required to perform the system upgrade.
 - 2.1.1.9 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless

specifically stated in this document, Motorola will provide this training only once per system.

2.1.2 Customer responsibilities

- 2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.
- 2.1.2.2 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. Specifications for the high-speed connection are provided in Appendix C. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.
- 2.1.2.3 Assist in site walks of the system during the system audit when necessary.
- 2.1.2.4 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.
- 2.1.2.5 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
- 2.1.2.6 Provide or purchase labor to implement optional system release features or system expansions.
- 2.1.2.7 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

2.2.1 Motorola responsibilities

- 2.2.1.1 Perform appropriate system backups.
- 2.2.1.2 Work with the Customer to validate that all system maintenance is current.
- 2.2.1.3 Work with the Customer to validate that all available patches and antivirus updates have been updated on the customer's system.

2.2.2 Customer responsibilities

- 2.2.2.1 Validate system maintenance is current.
- 2.2.2.2 Validate that all available patches and antivirus updates to their system have been completed.

2.3 System Upgrade

2.3.1 Motorola responsibilities

- 2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

2.3.2 Customer responsibilities

- 2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.

- 2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.4 Upgrade Completion

2.4.1 Motorola responsibilities

- 2.4.1.1 Validate all system upgrade deliverables are complete as contractually required.
- 2.4.1.2 Deliver post upgrade implementation training to the customer as needed, up to once per system.
- 2.4.1.3 Obtain upgrade completion sign off from the customer.

2.4.2 Customer Responsibilities

- 2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.
- 2.4.2.2 Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.
- 2.4.2.3 Provide Motorola with upgrade completion sign off.

3.0 Exclusions and Limitations

- 3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.
- 3.2 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:
 - MCC5500 Dispatch Consoles
 - MIP5000 Dispatch Consoles
 - Plant/E911 Systems
 - MOTOBRIDGE Solutions
 - ARC 4000 Systems
 - Motorola Public Sector Applications Software (“PSA”)
 - Custom SW, CAD, Records Management Software
 - Data Radio Devices
 - Mobile computing devices such as Laptops
 - Non-Motorola two-way radio subscriber products
 - Genesis Products
 - Point-to-point products such as microwave terminals and association multiplex equipment
- 3.3 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.
- 3.4 ASTRO 25 SUA II does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton).

- 3.5 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

4.0 Special provisions

- 4.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.
- 4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.
- 4.3 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.
- 4.4 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.
- 4.5 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.
- 4.6 The SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

Appendix A – ASTRO 25 System Release Upgrade Paths

Release Date	Platform Release	Available Upgrade Paths	
Oct-05	R7.0	N/A	
Jun-06	R7.1	N/A	
Dec-06	R7.2	7.7	
Mar-07	R7.1.1	N/A	
Dec-07	R7.4	7.7	
Jun-08	R7.5	7.7	
Dec-08	R7.6	7.7	
Jun-09	R7.7	7.9	7.11
Jan-10	R7.8	7.9	
Dec-10	R7.9	7.11	7.13
Aug-11	R7.11	7.13	7.14
Mar-12	R7.12	N/A	
Nov-12	R7.13	7.14	7.15 (planned)
Nov-13	R7.14	7.15 (planned)	7.16 (planned)
Nov-14	R7.15 (planned)	7.16 (planned)	7.17 (planned)

- The information contained herein is provided for information purposes only and is intended only to outline Motorola’s presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

Appendix B - System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date.. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Core	
Master Site Configuration	M3
Zones in Operation (Including DSR and Dark Master Sites)	0
Zone Features: IV&D, TDMA, Telephone Interconnect, CNI, HPD, CSMS, IA, POP25, Text Messaging, Outdoor Location, ISSI 8000, InfoVista, KMF/OTAR	0
RF System	
Voice RF Sites & RF Simulcast Sites (including Prime Sites)	1
Repeaters/Stations (FDMA)	6
Repeaters/Stations (TDMA)	0
HPD RF Sites	0
HPD Stations	0
Dispatch Console System	
Dispatch Sites	1
Gold Elite Operator Positions	0
MCC 7500 Operator Positions (GPIOM)	0
MCC 7500 Operator Positions (VPM)	4
Conventional Channel Gateways (CCGW)	3
Conventional Site Controllers (GCP 8000 Controller)	1
Logging System	
Number of AIS Servers	0
Number of Voice Logging Recorder	0
Number of Logging Replay Clients	0
Network Management and MOSCAD NFM	
Network Management Clients	0
MOSCAD NFM Systems	0
MOSCAD NFM RTUs	0
MOSCAD NFM Clients	0
Fire Station Alerting (FSA)	
FSA Systems	0
FSA RTUs	0
FSA Clients	0
Fire Station Alerting (FSA)	
Voice Subscribers non-APX	0
Voice Subscribers APX	0
HPD Subscribers	0
Computing and Networking Hardware (for SUA / SUA II, actual replacement qty may be less than shown)	
Workstations - High Performance	0
Workstations - Mid Performance	4
Servers - High Performance	0
Servers - Mid Performance	0
LAN Switch - High Performance	0
LAN Switch - Mid Performance	2
Routers	5

Appendix C – High-Speed Connectivity Specifications

Connectivity Requirements

- The minimum supported link between the core and the zone is a full T1
- Any link must realize or a sustained transfer rate of 175 kBps / 1.4 Mbps or better, bidirectional
- Interzone links must be fully operational when present
- Link reliability must satisfy these minimum QoS levels:
 - Port availability must meet or exceed 99.9% (three nines)
 - Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links
 - Packet loss shall be no greater than 0.3%
 - Network jitter shall be no greater than 2 ms
- The network requirements above are based on the SLA provided for Sprint Dedicated IP Services as of April, 2012. It is possible other vendors may not be able to meet this exact SLA, so these cases must be examined on a case-by-case basis.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions
 Austin, TX United States

Certificate Number:
 2016-108275

Date Filed:
 09/06/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Texas

Date Acknowledged:

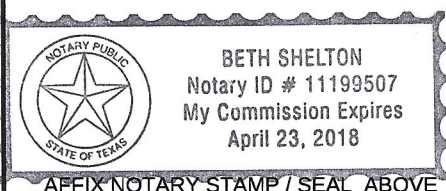
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RA05-15 DAS Expansion
 IN-BUILDING DISTRIBUTED ANTENNA SYSTEM EXPANSION FOR WILLIAMSON COUNTY COURTHOUSE

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Handwritten Signature]

 Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Richard R. Russek, this the 7 day of September, 2016, to certify which, witness my hand and seal of office.

[Handwritten Signature] Beth Shelton Notary
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-108275

Date Filed:
09/06/2016

Date Acknowledged:
09/08/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Motorola 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 Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RA05-15 DAS Expansion
IN-BUILDING DISTRIBUTED ANTENNA SYSTEM EXPANSION FOR WILLIAMSON COUNTY COURTHOUSE

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

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 SOW CONTRACT “In-Building Distributed
Antenna System Expansion for Williamson County Courthouse”**

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

Section 14 FULL AGREEMENT

This Agreement and its Exhibits constitute the final expression of the agreement of the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the work. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, 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. This Agreement may not be altered, amended, or modified except by written instrument signed by duly authorized representatives of the parties. The preprinted terms and conditions found on any Purchaser purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs that document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last day and year written below.

MOTOROLA SOLUTIONS, INC.

PURCHASER

By: 
(Signature)

By: _____
(Signature)

Name: Richard R. Russek
(Print - Block Letters)

Name: _____
(Print - Block Letters)

Title: Area Sales Manager
(Print - Block Letters)

Title: _____
(Print - Block Letters)

Date: _____

Date: _____

Commissioners Court - Regular Session

47.

Meeting Date: 09/20/2016

First Amendment to Interlocal Agreement HealthCareLink

Submitted For: Annie Burwell

Submitted By: Jeanne Williby, Outreach

Department: Outreach

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a First Amendment to the Interlocal Agreement Between Williamson County, Texas and Bluebonnet Trails Community MHMR Center Regarding the Healthcarelink Project.

Background

Pursuant to the terms of the original agreement, the County was originally obligated to hire two additional full-time Mobile Outreach Team (MOT) staff and two Paramedics and/or Registered Nurses as HealthCareLink staff for the sole purposes of addressing goals outlined in the Emergency Services Diversion (ESD) 1115 Waiver Plan Project # 126844305.2.2 and providing the services required under the Agreement. The Department of Emergency Services and Bluebonnet have now determined that hiring one additional paramedic and reducing the two additional full-time Mobile Outreach Team (MOT) staff to one will better suit the needs of the Project and, thus, it has become necessary to amend the Agreement in order to effectuate such change.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[First Amendment Agreement](#)

Form Review

Inbox

County Judge Exec Asst.

Hal Hawes

Form Started By: Jeanne Williby

Final Approval Date: 09/13/2016

Reviewed By

Wendy Coco

Hal Hawes

Date

09/12/2016 09:49 AM

09/13/2016 03:22 PM

Started On: 09/09/2016 02:05 PM

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS AND
BLUEBONNET TRAILS COMMUNITY MHMR CENTER
REGARDING THE HEALTHCARELINK PROJECT**

This First Amendment to Interlocal Agreement Between Williamson County, Texas and Bluebonnet Trails Community MHMR Center Regarding the Healthcarelink Project ("First Amendment") is entered into effective as of the date of the last party's execution hereof.

RECITALS

WHEREAS, Williamson County, Texas ("County") and Bluebonnet Trails Community MHMR Center ("Bluebonnet") executed that certain agreement entitled Interlocal Agreement Between Williamson County, Texas and Bluebonnet Trails Community MHMR Center Regarding the Healthcarelink Project (the "Agreement"), which became effective as of July 2, 2013;

WHEREAS, pursuant to the terms of the Agreement, the County was originally obligated to hire two additional full-time Mobile Outreach Team (MOT) staff and two Paramedics and/or Registered Nurses as HealthCareLink staff for the sole purposes of addressing goals outlined in the Emergency Services Diversion (ESD) 1115 Waiver Plan Project # 126844305.2.2 and providing the services required under the Agreement;

WHEREAS, the County and Bluebonnet have now determined that hiring one additional paramedic and reducing the two additional full-time Mobile Outreach Team (MOT) staff to one will better suit the needs of the Project and, thus, it has become necessary to amend the Agreement in order to effectuate such change; and

NOW, THEREFORE, premises considered, County and Bluebonnet agree that the Agreement is amended as follows:

AGREEMENTS

1. **Attachment A of the Agreement** shall be supplanted and amended by the attached **ATTACHMENT A**, which is attached hereto and incorporated herein for all purposes.
2. Each party represents and warrants that it has due power and lawful authority to execute and deliver this First Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this First Amendment are the valid, binding and enforceable obligations of such party.
3. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS:

BLUEBONNET TRAILS COMMUNITY
MHMR CENTER d/b/a BLUEBONNET
TRAILS COMMUNITY SERVICES:

By: _____
Dan A. Gattis, County Judge
_____, 20__

By: Andrea Richardson
Signature
Andrea Richardson
Printed Name
Executive Director
Title
September 8, 2016
Date

ATTACHMENT A

RESPONSIBILITIES OF COUNTY

The project, HealthCareLink, created under the Medicaid 1115 Transformation Waiver, will be dependent upon the availability of funding through successful accomplishment of outcomes specified for this project. To accomplish the desired outcomes:

- County will hire one additional full-time Mobile Outreach Team (MOT) staff and three Paramedics and/or Registered Nurses as HealthCareLink staff for the sole purposes of addressing goals outlined in the Emergency Services Diversion (ESD) 1115 Waiver Plan Project # 126844305.2.2 and providing the services required under this Agreement.
 - HealthCareLink staff shall remain under the control and supervision of the County at all times and shall remain County employees, entitled to the same benefits and subject to the same restrictions as any County MOT member for the duration of the Medicaid 1115 Transformation Waiver.
 - HealthCareLink staff recognizes that funds for the pilot project are dependent upon assurance of complete achievement of each stated outcome within the Medicaid 1115 Waiver project.
- County will invoice Bluebonnet on a monthly basis according to the schedule provided in Attachment B of this Agreement. County will provide supporting documents with all invoices for timely payment of agreed upon expenses and services. County will provide office space and shall purchase with Medicaid 1115 Transformation Waiver funding equipment and vehicles for HealthCareLink staff. County will ensure training to maintain professional licensure of staff. County recognizes that payment is contingent upon HealthCareLink meeting the requirements necessary to receive DSRIP program funding as guided by the federal Centers for Medicare and Medicaid Services (CMS) and the Texas Health and Human Services Commission (HHSC); and further, that payment will be adjusted due to metrics that are not achieved by HealthCareLink and due to results of audits directed by CMS and HHSC.
- HealthCareLink staff will participate in scheduled discussions with Bluebonnet's Project Manager to review the status, report performance, and assess the care of the persons served under this Agreement. Through data submitted by the County, Bluebonnet and all regional healthcare partners, determine the frequent users of the County's emergency services. Maintain the confidentiality of this health information as noted within Sections 7.2 and 7.3 of this Agreement.
- HealthCareLink staff appointed to the professional peer review committee will participate in the privileged professional peer review process as described in Attachment B of this Agreement.
- HealthCareLink staff will ensure that all outcomes and metrics required for obtaining Medicaid 1115 Transformation Waiver incentive payments are met and available for submission in the required format by the deadline established through Waiver process including each of the performance expectations identified within the Medicaid 1115 Transformation Waiver project.
- Any unspent funds from the previous contract will be carried over to this contract and may be applied against expenses incurred during the new contract year.

Commissioners Court - Regular Session

48.

Meeting Date: 09/20/2016

BTCS Agreement HealthCareLink project

Submitted For: Annie Burwell

Submitted By: Jeanne Williby, Outreach

Department: Outreach

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve an Interlocal Agreement between Bluebonnet Trails Community Services and Williamson County regarding the HealthCareLink project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[new HCL agreement](#)

Form Review

Inbox

County Judge Exec Asst.

Hal Hawes

Form Started By: Jeanne Williby

Final Approval Date: 09/13/2016

Reviewed By

Wendy Coco

Hal Hawes

Date

09/13/2016 04:35 PM

09/13/2016 04:37 PM

Started On: 09/13/2016 03:45 PM

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY,
TEXAS AND BLUEBONNET TRAILS COMMUNITY MHMR CENTER
REGARDING THE HEALTHCARELINK PROJECT**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by the between WILLIAMSON COUNTY, TEXAS (“County”) and BLUEBONNET TRAILS COMMUNITY MHMR CENTER d/b/a BLUEBONNET TRAILS COMMUNITY SERVICES (“Bluebonnet”) which are political subdivisions of the State of Texas (collectively referred to as the "Parties" and individually referred to as the “Party”).

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and,

WHEREAS, the State of Texas has contracted with Local Mental Health Authorities to ensure provision of emergency mental health services throughout the 254 counties in Texas; and,

WHEREAS, Bluebonnet is the Local Mental Health Authority for Williamson County, Texas and is the provider of mental health services for the citizens of Williamson County; and,

WHEREAS, in December, 2011 the federal Centers for Medicare and Medicaid Services (CMS) approved the State of Texas Medicaid Transformation Waiver under Section 1115 of the Social Security Act (Medicaid 1115 Transformation Waiver); and

WHEREAS, Bluebonnet is the funding agent for the intergovernmental transfer of funds supporting this Agreement under the Medicaid 1115 Transformation Waiver; and

WHEREAS, Bluebonnet and the County have collaborated to create a pilot project to be named “HealthCareLink” in order to divert persons from use of emergency services and improve the health of the residents in Williamson County, Texas.

WHEREAS, the HealthCareLink project was approved by CMS, the State of Texas Health and Human Services Commission and the County was notified of the approval as per a letter from CMS to the Texas Health & Human Services Commissioner’s State Medicaid Director. The specific project is listed in the letter as Unique Project ID 126844305.2.2 Project Option 2.31.1 and the description of the project is “use healthcare teams to identify high utilizers of emergency services and offer them proactive care in settings other than emergency departments”; and

WHEREAS, said pilot project is entirely dependent upon funding through successful accomplishment of outcomes under the Medicaid 1115 Transformation Waiver; and

WHEREAS, HealthCareLink staff will monitor the health of enrolled vulnerable patients, thereby producing better health outcomes, and reduce the number of ambulance transports, visits to emergency departments, and hospital readmissions; and

WHEREAS, HealthCareLink paramedics will conduct in-home patient assessments and provide specific primary health care and preventative services, by acting through a physician's order and with a defined scope of practice; and

WHEREAS, HealthCareLink social workers will conduct in-home patient assessments and provide mental health and social services; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follow:

1. **TERM OF CONTRACT**

The term of this Agreement shall begin as of the date of the last Party's execution of this Agreement and continue until the end of term of the Medicaid 1115 Transformation Waiver funding, September 30, 2017, unless otherwise terminated pursuant to the terms of this Agreement.

2. **RESPONSIBILITIES OF COUNTY**

The responsibilities of County are outlined in **Attachment A**, which is attached hereto and incorporated herein by reference.

4. **RESPONSIBILITIES OF BLUEBONNET**

The responsibilities of Bluebonnet are outlined in **Attachment B**, which is attached hereto and incorporated herein by reference.

5. **ACCOUNTING**

County will provide supporting documentation for all expenses related to this Agreement to Bluebonnet. County is responsible for adherence to all financial and reporting obligations for which the entity is responsible.

Bluebonnet will manage the Medicaid 1115 Transformation Waiver funds supporting the HealthCareLink project including timely payment for services as indicated by this Agreement. Bluebonnet is responsible for adherence to all financial and service data reports to the State as well as all other financial and reporting obligations for which the entity is responsible.

6. **TERMINATION**

This Agreement will end on the last day of the Term of the Contract defined in Section 1 of the Agreement. A Party to this Agreement has the right to terminate this Agreement, for convenience and without cause, by providing written notice which must be received by the other Party no less than ninety (90) calendar days prior to the termination of the Agreement.

7. MISCELLANEOUS

7.1 SEVERABILITY. The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

7.2 CONFIDENTIALITY OF INFORMATION. County and Bluebonnet will maintain the confidentiality of information received pursuant to the performance of this Agreement, including medical records, and information, which discloses information about the identity of any person served, in accordance with applicable federal and state law.

7.3 BUSINESS ASSOCIATE PROVISIONS. If either Party receives any individually identifiable health information (“Protected Health Information” or “PHI”), from the other Party’s agents, authorized personnel, employees, representatives and/or staff members, or creates or receives any PHI on behalf of the other Party, the receiving Party shall maintain the security and confidentiality of such PHI as required of the other Party by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the regulations promulgated thereunder. Without limiting the foregoing:

- 7.3.1 Use of PHI. Neither Party shall use PHI other than as expressly permitted by this Agreement, or as required by law. However, each Party may use PHI for purposes of managing its internal business processes relating to its functions under this Agreement.
- 7.3.2 Disclosure of PHI. Each Party shall not disclose PHI to any other person (other than members of each Party’s workforce), except as approved by the other Party in writing. Any such disclosure shall be made only upon written agreement between County and Bluebonnet, stating that each Party is bound by the provisions of this section. Each Party shall not disclose PHI to any member of its workforce unless such Party has advised such person of such Party’s obligations under this section and of the consequences for such person and for such Party violating them. Each Party shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in contravention of its agreement.
- 7.3.3 Safeguards. Each Party shall use appropriate safeguards to prevent use or disclosure of PHI otherwise than permitted by this Agreement. Each Party shall provide the other Party with such information concerning such safeguards as the other Party may from time to time request, and shall, upon reasonable request, give the other Party access, for inspection and copying, to the Party’s facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for the purpose of determining the Party’s compliance with this Agreement.
- 7.3.4 Accounting/Reporting of Disclosures. Each Party shall maintain a record of all disclosures of PHI made otherwise than for the purposes of this Agreement, including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Each Party shall make such record available to the other Party on request. Each Party shall report to the other Party any unauthorized use or

disclosure of PHI by the Party or its workforce, and the remedial action taken or purposed to be taken with respect to such use or disclosure.

- 7.3.5 Disclosure to U.S. Department of Health and Human Services. If either Party is required by law to obtain the following undertaking from the other Party, the other Party shall make its internal practices, books, and records relating to the use and disclosure of health information received from the Party (or created or received by one Party on behalf of the other Party) available to the Subscriber and to the Secretary of the United States Department of Health and Human Services, for the purposes of determining the Covered Entity's compliance with HIPAA.
- 7.3.6 Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either Party may, by written notice to the other Party, amend this Agreement in such manner as the Party determines necessary to comply with such law or regulation. If the other Party disagrees with any such amendment, it shall so notify the requesting Party in writing within thirty (30) days of the requesting Party's notice. If the Parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this Agreement on written notice to the other.
- 7.3.7 Breach. If either Party breaches its obligations under this section, the other Party may, at its option, exercise any of its rights of access and inspection under the above paragraph in this section regarding "Safeguards"; require the breaching Party to submit to a plan of monitoring and reporting, as the non-breaching Party may determine necessary to maintain compliance with this Agreement, and such a plan shall become part of this Agreement; terminate this Agreement, with or without an opportunity to cure the breach. When appropriate, notification to the applicable licensure board will be made by Bluebonnet.
- 7.3.8 Procedure upon Termination. Upon termination of this Agreement, each Party shall return to the other Party or destroy all PHI that it maintains in any form, and shall retain no copies of such information or, if the Parties agree that return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

7.4 **REPORTING OF UNUSUAL INCIDENTS.** Each Party will immediately report any emergencies, injuries or unusual incidents involving a patient to the other Party during business hours.

7.5 **INSPECTIONS.** Pursuant to Texas Health and Safety Code Section 534.061, County authorizes Bluebonnet and HHSC or their designees, including independent financial auditors, to have, within reasonable notice, unrestricted access to all Covered Client records, data and services associated with this Agreement, and to copy such records, data and information at no cost to the Bluebonnet, HHSC or their designees as necessary to enable Bluebonnet to audit, monitor, and review all financial and programmatic activities and services associated with this Agreement.

7.6 CERTIFICATION, LICENSURE, ACCREDITATION AND PRIVILEGES. County represents and warrants that certifications, licenses, accreditations and privileges for County employees are in good standing with the appropriate professional agency or agencies, are without restrictions and will maintain them during the term of this Agreement. Evidence of such certifications, accreditations, licensure and privileges will be submitted to Bluebonnet through the Bluebonnet credentialing process.

7.7 INSURANCE. Each Party will be responsible for insuring or self-insuring its own officers and employees.

7.8 SUBCONTRACTING. County will notify Bluebonnet of intent to subcontract services. Bluebonnet retains the right to screen and approve or disapprove County's choice of subcontractor.

7.9 REPRESENTATIONS.

County represents that:

- County is not held in abeyance or barred from the award of a federal or state contract;
- County employee licenses have not been restricted, revoked or suspended and, to the County's knowledge, are not the subject of any investigation or proceeding;
- The execution and performance of this Agreement by County will not conflict with or create a default under any agreement, contract, instrument, order or judgment to which County is a party or is otherwise subject to; and
- County and its employees and volunteers are duly qualified and competent to perform services to be provided under this Agreement.

Bluebonnet represents that:

- Bluebonnet employee licenses have not been restricted, revoked or suspended and, to Bluebonnet knowledge, are not the subject of any investigation or proceeding;
- The execution and performance of this Agreement by Bluebonnet will not conflict with or create a default under any agreement, contract, instrument, order or judgment to which Bluebonnet is a party or is otherwise subject to; and
- Bluebonnet and its employees and volunteers are duly qualified and competent to perform services to be provided under this Agreement.

7.10 REPORTS OF ABUSE AND NEGLECT. County will report any allegations of abuse or neglect or exploitation of an individual to **(800) 647-7418** in accordance with applicable law, including rules of HHSC, the Department of Family and Protective Services, and the Department of State Health Services.

7.11 AIDS/HIV WORKPLACE GUIDELINES. County will adopt and implement AIDS/HIV workplace guidelines similar to those adopted by HHSC and AIDS/HIV confidentiality guidelines consistent with state and federal law.

7.12 CRIMINAL HISTORY INFORMATION. County shall provide evidence of criminal history record information on the County's applicants, employees, volunteers and subcontractors, and all persons who would be placed in direct contact with consumers, pursuant

to the Texas Health and Safety Code, Section 533.007 and Chapter 250; the Texas Government Code, Section 411.115; and 25 Texas Administrative Code, Chapter 414, Subchapter K. If an applicant, employee, volunteer or subcontractor of the County has a criminal history relevant to his or her employment as described in 25 TAC, Chapter 414, Subchapter K, then the County will take appropriate action with respect to the applicant, employee, volunteer, or subcontractor including terminating or removing the employee, volunteer, or subcontractor from direct contract with consumers served by the County. For the purpose of this Agreement, a crime relevant to a person's employment and/or duties shall be defined as any sexual offense, drug-related offense, homicide, theft, assault, battery, or any other crime involving personal injury or threat to another person.

7.13 CHOICE OF LAW. This Agreement shall be performable in Williamson County, Texas.

7.14 AMENDMENT. This Agreement may only be amended in writing if agreed upon by the Parties, and approved by the governing body of each Party. The Parties agree to review this Agreement at least annually and before each annual budget period.

7.15 ASSIGNMENT. Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. All other existing arrangements between County and Bluebonnet will be honored under this Agreement.

7.16 NO PERSONAL BENEFIT. No Party intends to benefit any person who is not named as a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person or to assume any other duty other than that imposed by general law.

7.17 NOTICE. Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

WILLIAMSON COUNTY:
c/o COUNTY JUDGE
710 MAIN STREET, SUITE 101
GEORGETOWN, TX 78626

BLUEBONNET TRAILS COMMUNITY SERVICES
c/o EXECUTIVE DIRECTOR
1009 NORTH GEORGETOWN STREET
ROUND ROCK, TX 78664

Address for notice may be changed at anytime by delivering written notice of change to the other Party in accordance with the notice requirements of this section.

7.18 PARAGRAPH HEADINGS. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

7.19 ATTORNEY FEES. In any lawsuit concerning this Agreement, the prevailing Party, shall be entitled to recover reasonable attorney's fees from the nonprevailing Party, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

7.20 GOVERNMENTAL IMMUNITY. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity. Each Party shall be responsible for its own employees and the acts of its own employees.

7.21 COMPLIANCE WITH APPLICABLE LAWS. The Parties hereby agree to comply with all applicable ordinances, laws, rules, regulations and lawful orders of any public authority with jurisdiction.

7.22 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the date of the last Party's signature below.

WILLIAMSON COUNTY, TEXAS

By: _____
DAN A. GATTIS
County Judge -
Williamson County, Texas

Date: _____, 20__

**BLUEBONNET TRAILS COMMUNITY
MHMR CENTER d/b/a BLUEBONNET
TRAILS COMMUNITY SERVICES**

By: Andrea Richardson / by Paul [Signature]
Andrea Richardson
Executive Director

Date: 9/8, 20 16

ATTACHMENT A

RESPONSIBILITIES OF COUNTY

The project, HealthCareLink, created under the Medicaid 1115 Transformation Waiver, will be dependent upon the availability of funding through successful accomplishment of outcomes specified for this project. To accomplish the desired outcomes:

- County will hire one additional full-time Mobile Outreach Team (MOT) staff and three Paramedics and/or Registered Nurses as HealthCareLink staff for the sole purposes of addressing goals outlined in the Emergency Services Diversion (ESD) 1115 Waiver Plan Project # 126844305.2.2 and providing the services required under this Agreement.
 - HealthCareLink staff shall remain under the control and supervision of the County at all times and shall remain County employees, entitled to the same benefits and subject to the same restrictions as any County MOT member for the duration of the Medicaid 1115 Transformation Waiver.
 - HealthCareLink staff recognizes that funds for the pilot project are dependent upon assurance of complete achievement of each stated outcome within the Medicaid 1115 Waiver project.
- County will invoice Bluebonnet on a monthly basis according to the schedule provided in Attachment B of this Agreement. County will provide supporting documents with all invoices for timely payment of agreed upon expenses and services. County will provide office space and shall purchase with Medicaid 1115 Transformation Waiver funding equipment and vehicles for HealthCareLink staff. County will ensure training to maintain professional licensure of staff. County recognizes that payment is contingent upon HealthCareLink meeting the requirements necessary to receive DSRIP program funding as guided by the federal Centers for Medicare and Medicaid Services (CMS) and the Texas Health and Human Services Commission (HHSC); and further, that payment will be adjusted due to metrics that are not achieved by HealthCareLink and due to results of audits directed by CMS and HHSC.
- HealthCareLink staff will participate in scheduled discussions with Bluebonnet's Project Manager to review the status, report performance, and assess the care of the persons served under this Agreement. Through data submitted by the County, Bluebonnet and all regional healthcare partners, determine the frequent users of the County's emergency services. Maintain the confidentiality of this health information as noted within Sections 7.2 and 7.3 of this Agreement.
- HealthCareLink staff appointed to the professional peer review committee will participate in the privileged professional peer review process as described in Attachment B of this Agreement.
- HealthCareLink staff will ensure that all outcomes and metrics required for obtaining Medicaid 1115 Transformation Waiver incentive payments are met and available for submission in the required format by the deadline established through Waiver process including each of the performance expectations identified within the Medicaid 1115 Transformation Waiver project.
- Any unspent funds from the previous contract will be carried over to this contract and may be applied against expenses incurred during the new contract year.

ATTACHMENT B

RESPONSIBILITIES OF BLUEBONNET

As the intergovernmental transfer (IGT) agency responsible for overseeing the appropriate expenditure of the federal funds supporting the expectations of the Medicaid 1115 Transformation Waiver, Bluebonnet will:

- Ensure timely payments to County over the entire period of the Medicaid 1115 Waiver. For the purposes of this Agreement, funding through the designated Medicaid 1115 Waiver period ending on September 30, 2017. The funds through this Agreement will not exceed \$261,565. Payments through the Delivery System Report Incentive Payments (DSRIP) program within the Waiver will be made within 30 days of receipt of invoice from County as follows:
 - Unless otherwise redirected by HHSC or CMS, pay \$21,800 per month until the following projected allocation for each subsequent DY is achieved for the year:
 - DY6-A (10/01/2016 to 09/30/2017): \$261,565
 - Payment is contingent upon HealthCareLink meeting the requirements necessary to receive DSRIP program funding as guided by the federal Centers for Medicare and Medicaid Services (CMS) and the Texas Health and Human Services Commission (HHSC). Payment will be adjusted due to metrics that are not achieved by HealthCareLink and due to results of audits directed by CMS and HHSC.
 - Future payment structure will be determined in future amendments to this Agreement.
- Participate in scheduled discussions with County MOT Director to review the status of achievement of each of the expected outcomes of the Medicaid 1115 Transformation pilot project, ensuring the provision of services as outlined within the Medicaid 1115 Waiver project description and appropriate access to care for the persons served under this Agreement. Through data submitted by Bluebonnet, County and all regional healthcare partners, determine the frequent users of the County's emergency services. Maintain the confidentiality of this private healthcare information as noted within Sections 7.2 and 7.3 of this Agreement.
- Participate in the privileged process for professional peer review as defined within the Bluebonnet Medical Staff bylaws.

Keep County abreast of the status of, and any changes to, the HealthCareLink project under the Medicaid 1115 Transformation Waiver through routine communication during monthly Williamson County Mental Health Task Force meetings.

Commissioners Court - Regular Session

49.

Meeting Date: 09/20/2016

Discuss, consider and take appropriate action on Texas A&M AgriLife Extension IT Memorandum of Understanding

Submitted By: Angela Dismukes, Ag Extension

Department: Ag Extension

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Texas A&M AgriLife Extension IT Memorandum of Understanding.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

MOU

Form Review

Inbox

County Judge Exec Asst.

Hal Hawes

Ag Extension (Originator)

Form Started By: Angela Dismukes

Final Approval Date: 09/13/2016

Reviewed By

Wendy Coco

Hal Hawes

Angela Dismukes

Date

09/13/2016 09:21 AM

09/13/2016 02:32 PM

09/13/2016 04:49 PM

Started On: 09/13/2016 08:46 AM

**Memorandum of Understanding between
Texas A&M AgriLife Extension Service and Williamson County
Pertaining to Information Technology Services**

This MOU is between Texas A&M AgriLife Extension Service (“Extension”) and Williamson County (“County”) and is intended to clarify the parties’ responsibilities for information technology service and support (collectively “IT Services”) at the Williamson County AgriLife Extension Office (“County Extension Office”).

Extension provides quality, relevant outreach and continuing educational programs and services to the people residing in County and educates County residents in the areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development.

County desires that Extension maintains a County Extension Office to conduct beneficial outreach and education for its residents; therefore, the County provides space for the County Extension Office within County provided premises.

The parties agree as set forth below with regard to IT Services at the County Extension Office:

I. TERM

The term of this MOU is two years beginning on September 1, 2016 and ending on August 31, 2018. The term of this MOU may be extended by written agreement of the parties. This MOU may be terminated by either party without cause, upon fifteen (15) days’ prior written notice to the other party.

II. OBJECTIVE

The purpose of this MOU is to document the parties’ understanding and responsibilities with regard to IT Services at the County Extension Office.

III. PARTIES’ AGREEMENTS

A. FACILITY

The County will ensure facilities provided to and occupied by the County Extension Office are equipped with data communications wiring that adhere to County’s information technology standards.

B. ACCESS

1. Logical – Network and Internet Access

County provides the County Extension Office with full Internet access. This access includes electronic mail service (“email”) to the Extension provided email. In addition, agents and staff in the County Extension Office may also have County email service if needed. Extension understands that Internet access is in accordance with County operations standards.

2. Cost associated with Internet service

County provides Internet service at no additional cost to Extension.

3. Physical (communications closets or server facility)

Texas Administrative Code (Chapter 202 B 202.26) requires communications closets and equipment be physically secure. In situations where Extension owns or supplies network components, County will ensure Extension has access to allow for trouble shooting and restarting network equipment. County can require an access log be maintained to monitor Extension access.

C. COMPUTER HARDWARE (includes printers, scanners, projectors)

1. Initial Purchase and Configuration:

The County Extension Office can obtain computers through three channels. These include: Extension, County, or third party purchase as clarified below.

Extension can provide computer systems through a standardized “Cost Share” program. This voluntary program includes initial setup and delivery of newly purchased systems. County is granted permission to configure the systems for access to County applications and standards, provided such access does not inhibit productivity.

County can provide computer systems to the County Extension Office including initial setup and delivery. In this instance, computers must include configurations and standard software listed below under “Extension Standard Software Requirements.”

If a third party provides a computer, or a personal computer is used on the office network, it is expected these computers will meet both Extension and County security configuration standards.

2. Special Configuration Items

Administrative level accounts will be maintained on all computer systems to allow either County or Extension to troubleshoot problems.

AgriLife IT manages 1 laptop in the Williamson county office. The notebook was purchased for the Pesticide Education Safety Program (PSEP) to be used during Pesticide Applicator trainings. It is an HP Probook 450 Serial Number CND50878SZ and Extension Inventory number 56218.

3. General Hardware Support:

County will facilitate trouble-shooting computer hardware and peripheral devices and take corrective actions in accordance with County operation standards. County Information Technology unit (“County IT”) will contact AgriLife Information Technology (“AgriLife IT”) as needed to ensure Extension operation standards are met. County Extension Office staff will contact the County IT help desk per county operation standards.

Expected Minimum Workstation management

- i. Microsoft Windows and Office patches maintained as current.
- ii. Adobe Acrobat patches maintained as current.
- iii. Chrome, Firefox, Flash and Java maintained as current when present.
- iv. Anti-Virus / Anti-Malware application installed, active and maintained as current.

4. Warranty and Maintenance Costs:

Computer systems provided by Extension are provided with an extended parts and service warranty (normally 3 years) through state vendor purchasing contracts. These computer systems will be maintained by AgriLife IT for warranties, parts, and cost and third-party maintenance if used per normal operation standards.

Computer systems provided by County will be maintained by County for warranties, parts, and cost and third-party maintenance if used per normal County operation standards.

Computers purchased by a third party or personal computers are neither Extension or County responsibility with regard to warranty, parts, costs or maintenance.

5. Ownership:

Computer systems provided by Extension are the property of Extension. These systems will remain in the County Extension Office for its useful life or until determined obsolete. At that time, the County has the following three options:

- i. Return equipment to the property office of Extension for appropriate disposal.
- ii. Arrange with Extension for transfer of equipment to County.
- iii. Equipment may be donated to local charitable organizations in coordination with the Extension property office.

Computers provided by County are property of County and ownership will be maintained according to County operational standards.

Computers provided by a third party or a personal computer, unless formally transferred to Extension or County, will remain with that party's ownership.

D. COMPUTER SOFTWARE

Extension will facilitate trouble-shooting of computer software. Issues outside of Extension scope of expertise will be referred to County IT. County Extension Office staff will contact their Extension Regional IT Specialist or the First Call Help desk operation for support.

E. ANTI-VIRUS AND SECURITY INCIDENT REPORTING

Texas Administrative Code (Chapter 202 B 202.26) requires state agencies to report significant security incidences through the State Department of Information Resources (DIR).

County supplies and maintains Anti-Virus and Anti-Malware Protection and meets state requirements for incidence reporting. As a courtesy Extension requests that County IT alert Extension IT of any significant IT related security event occurring in the County Extension Office. These alerts should be sent to the AgriLife Information Security Officer, Jimmy "Chuck" Braden. Phone 979-845-9689; email: securityhelp@ag.tamu.edu

IV. FINANCIAL PROVISIONS

There will be no exchange of funds or other resources among the parties that effectively alter the set contribution of each party in the context of this MOU. Specifically, each party will be responsible for its own costs in connection with all matters relating to any work and collaborations performed under this MOU. Except as may be provided for in Section III.B. above, or in a separate written agreement between the parties, or an amendment to this MOU, there will be no exchange of funds or other resources among the parties. The parties agree that nothing in this MOU shall compel or be interpreted so as to compel any of the parties to provide more resources than those available, without a written amendment to this MOU.

V. MISCELLANEOUS

This MOU will not be construed to create any partnership, joint venture or other similar relationship between the parties, nor shall either party enter into obligations or commitments on behalf of the other party.

The construction, validity, performance, and effect of this MOU will be governed by the laws of the State of Texas.

This MOU may be executed in any number of counterparts, including facsimile or scanned/emailed PDF documents. Each such counterpart, facsimile, or scanned/emailed PDF document shall be deemed an original instrument, all of which, together, shall constitute one and the same executed MOU.

Texas A&M AgriLife Extension Service

COUNTY

By: _____

By: _____

Printed Name: Alan Kurk

Printed Name:

Title: AgriLife IT Director

Title:

Date: _____

Date: _____

Commissioners Court - Regular Session

50.

Meeting Date: 09/20/2016

Extension Service FY17 Agreement

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 an Agreement between Williamson County and Texas A&M AgriLife Extension Service.

Background

The county's salary contribution with Texas A&M AgriLife Extension Service agreement annual salaries of \$112,080 increased by \$30,000 from FY16 of \$82,080 which accounts for 1-additional Extension Service Agent (a new total of 5 extension agents positions will serve in Williamson County). This increase is as noted within the FY17 adopted budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Extension FY17

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jennifer Templeton

Final Approval Date: 09/14/2016

Reviewed By

Wendy Coco

Date

09/14/2016 08:47 AM

Started On: 09/13/2016 04:58 PM

**TEXAS AGRILIFE EXTENSION SERVICE
SALARY CONTRIBUTION AGREEMENT**

This Salary Contribution Agreement (“Agreement”) is entered into by and between Williamson County, Texas (“County”) and the Texas A&M AgriLife Extension Service of the Texas A&M University System (Agency).

RECITALS

WHEREAS, the Agency provides quality, relevant outreach and continuing educational programs and services to the people of Williamson County, Texas and educates Williamson County residents in the areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development;

WHEREAS, the Agency improves the lives of Texans through an educational process that uses research-based knowledge focused on issues, and needs. Within the broad context of the Agency’s mission, the Agency will foster the improvement of agriculture and agribusiness, improve the stewardship of the environment and Texas' natural resources, ensure a safe, nutritious food supply, strengthen Texas families, develop leadership skills and productive citizenship among youth and adults, enhance economic security and financial responsibility among the people, and improve the quality of life in Texas families;

WHEREAS, Chapter 43 of the Texas Agricultural Code authorizes and enables Texas counties, through their commissioners court, to employ any means and appropriate and expend money as necessary to establish and conduct cooperative demonstration work in agriculture and home economics in cooperation with Texas A & M University;

WHEREAS, the Agency and County have established and conducted cooperative demonstration work in agriculture and home economics in cooperation with one another over the years and the Agency and County wish to continue such cooperative;

WHEREAS, the County would like to contribute to the annual salaries of the extension agents serving at the Agency;

WHEREAS, the Agency would like to continue to conduct cooperative demonstration work in agriculture and home economics in cooperation with the County;

NOW, THEREFORE, the parties wish to certify and acknowledge their agreements in relation to the aforesaid cooperative, as follows:

ARTICLE I
PURPOSE

The purpose of this Agreement is to define the annual contribution of the County towards funding salaries of extension agents at the Agency, as well as outline obligations of the Agency.

ARTICLE II
GENERAL OBLIGATIONS OF AGENCY

During the term of this Agreement, the Agency agrees to continue to conduct cooperative demonstration work in agriculture and home economics in cooperation with the County. As a part of such cooperative, the Agency shall be obligated to do the following:

- A. To provide quality, relevant outreach and continuing educational programs and services to the people of Williamson County, Texas and educate Williamson County residents in the areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development;
- B. To endeavor to improve the lives of Williamson County residents through an educational process that uses research-based knowledge focused on issues and needs; and
- C. Assist in fostering the improvement of agriculture and agribusiness in Williamson County, improve the stewardship of the environment and Texas' natural resources, ensure a safe, nutritious food supply, strengthen Texas families, develop leadership skills and productive citizenship among youth and adults, enhance economic security and financial responsibility among the people, and improve the quality of life in Texas families.

ARTICLE III
TERM

The term of this Agreement is for twelve (12) months, commencing October 1, 2016, and ending September 30, 2017. This Agreement may be renewed by addendum hereto in writing and executed by all parties.

ARTICLE IV
ANNUAL SALARY CONTRIBUTION; CELL PHONE STIPEND

- A. Annual Salary Contribution: The County, the State of Texas and other entities co-fund five extension agent positions in Williamson County. The County's contribution towards funding these positions shall be \$112,080.00 plus employer FICA at the rate of 7.65%, unemployment compensation insurance (UCI), and worker's compensation insurance (WCI), for the term of this Agreement.
- B. Cell Phone Stipend. The County will contribute cell phone stipends for each of the five extension agent positions. The amount of the cell phone stipends shall be at the rate set forth by the County.

ARTICLE V
PAYROLL PROCESSING

County shall process the payroll for the portion of salaries paid from County funds on the five agent positions, file and report payroll tax reports and returns and remit payroll taxes to the appropriate federal authorities for the portion of salaries paid from County funds.

ARTICLE VI
AVAILABILITY OF FUNDS

Both parties agree and understand that all financial obligations provided for in this Agreement will be contingent on the availability of each party's funds to meet said obligations.

ARTICLE VII
EQUAL OPPORTUNITY

Agency agrees to respect and protect the civil and legal rights of all citizens. It will not unlawfully discriminate against any employee, or prospective employee, on the basis of age, race, sex, religion, disability or national origin.

ARTICLE VIII
ASSIGNMENT & SUBCONTRACT

Neither party hereto may assign any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of the other party.

ARTICLE IX
OFFICIALS NOT TO BENEFIT

No officer, employee or agent of either party hereto and no member of its organization and no other public officials of the governing body of the locality or localities in which the parties are situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE X
TERMINATION

This Agreement may be terminated:

- A. By either party upon Sixty (60) days written notice to the other party of the intention to terminate; or
- B. Upon expenditure of available funds.

ARTICLE XI
GOVERNMENTAL IMMUNITY; NO THIRD PARTY BENEFICIARIES

This Agreement is expressly made subject to County's governmental immunity, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary. County expressly acknowledges that Agency is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Agency of its right to claim such exemptions, privileges and immunities as may be provided by law.

ARTICLE XII
REPRESENTATIONS & WARRANTIES

Both parties hereby represent that they have all necessary right, title, license and authority to enter into this Agreement.

ARTICLE XIII
TEXAS LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Texas.

ARTICLE XIV
COMPLIANCE WITH LAWS

Both parties shall comply with all applicable federal and state laws and regulations relating to this Agreement.

ARTICLE XV
LEGAL CONSTRUCTION

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

ARTICLE XVI
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XVII
INDEPENDENT CONTRACTOR CLAUSE

Both parties hereto, 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. Furthermore, the parties acknowledge and agree that County's sole obligation hereunder is the making of a contribution towards the Agency's extension agents' salaries and that the Agency's extension agents are solely the Agency's employees. The parties hereto further agree and acknowledge that all personnel related matters in relation to the Agency's extension agents, including but not limited to the hiring, firing, salary, job descriptions and benefits shall be solely controlled and made by the Texas A&M University System.

ARTICLE XVIII
ENTIRE AGREEMENT; AMENDMENTS

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written and may not be amended or superseded except by written agreement signed by an authorized representative of each party.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

WILLIAMSON COUNTY, TEXAS

TEXAS A&M AGRILIFE EXTENSION SERVICE

BY: _____
Dan A. Gattis
Williamson County Judge

BY: 

Printed Name: **Douglas L. Steele**
Director

Date: _____, 20____

Title: _____
Date: 9-7, 2016
DM

Commissioners Court - Regular Session

51.

Meeting Date: 09/20/2016

Sole Source approval for Destiny Software Inc

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 Destiny Software Inc. from the competitive bidding or proposal requirements established by Section 262.024 (a) (7) of the Texas Local Government Code, and designating Destiny Software Inc. as the sole source provider of AgendaQuick court agenda management software, and approving agreement between Williamson County and Destiny Software Inc.

Background

Recently our county Technology Services department made a request for qualifying the sole source purchase of maintenance and support of our AgendaQuick court agenda management software. These items are supplied by Destiny Software, Inc. who is the owner, manufacturer, and the only provider of software maintenance and support of their products. The Software License and Service Agreement has a 5 year term with a total 5 year cost of \$28,568.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Destiny Software Sole Source packet](#)

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Max Bricka

Final Approval Date: 09/12/2016

Reviewed By

Kerstin Hancock

Wendy Coco

Date

09/12/2016 08:03 AM

09/12/2016 09:46 AM

Started On: 09/12/2016 07:42 AM



Max Bricka, CPSM
PURCHASING AGENT / DIRECTOR

8/31/16

Williamson County Commissioners Court

Re: Sole Source recommendation for Destiny Software, Inc.

Dear County Judge and Commissioners,

Recently our county Technology Services department made a request for qualifying the **sole source purchase of maintenance and support of our AgendaQuick court agenda management software. These items are supplied by Destiny Software, Inc. 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 submitted by Jay Schade, ITS Director
- 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 Jay Schade, ITS Director
- A price quote of requested items / services
- A copy of the Software License and Service Agreement
- A signed form 1295, which has submitted to the Texas Ethics Commission

The term of this Sole Source exemption will be effective for 60 months from the date of approval.

If you have any questions or concerns, please contact me at any time.

Sincerely,

Purchasing Agent / Director



Welcome Mbricka@wilco.org | [Logout](#)

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Contact us
or call 800 990 9339

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[Vendor view of bid](#)

[Chat](#) | [Description](#)

Bid #1608-109 - Intent To Deem Destiny Software, Inc. As Sole Source Provider

Time Left	closed	# of offers	0
Bid Started	Aug 10, 2016 1:24:50 PM CDT	Notifications	Report (Bidder Activity)
Bid Ended	This bid closed on Aug 24, 2016 3:30:00 PM CDT	# of suppliers viewed	13 (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 Purchasing Department 901 S. Austin Avenue Georgetown TX 78626 Qty 1 Expected Expenditure \$1.00		
View Rules	Click here to change the rules for this bid.		
Best and Final Offer:	Create		

Approval

View Approval Flow [View Approval Flow](#)

Approval Status Approved

Description

Bid Number	1608-109
Title	PLEASE ATTACH ANY SUPPORTING DOCUMENTATION TO THIS LINE
Quantity	1 each
Contract Duration	One Time Purchase
Budgeted Amount	\$0.00 (change)
Bid Comments	Williamson County, Texas intends to award a sole-source contract with Destiny Software, Inc. for the following item: AgendaQuick agenda management software support and 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 3:30PM, August 24, 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	Williamson County, Texas intends to award a sole-source contract with Destiny Software, Inc. for the following item: AgendaQuick agenda management software support and maintenance <u>Please Attach Any Supporting Documentation To This Line</u>



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:

- Checked boxes for: 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: Lisa Maraden, Technology Services

Requestor Title: Analyst I Requestor Phone Number: 512-943-1985

Requested Sole Source Supplier:

Company Name: Destiny Software, Inc.

Contact Name: Dean Dickinson

Address P.O. Box

City: Woodinville State: WA Zip Code: 98072

Phone Number: 425-415-1777 Email Address: dean@destinysoftwareinc.com

Website: destinysoftwareinc.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.

AgendaQuick is an agenda management software that the County currently uses to post items on the Commissioners Court Agenda. IT was developed by Destiny Software and all maintenance and technical support is provided in-house by the staff of Destiny Software.

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-September 30, 2020. This is a 5 year quote/agreement

Estimated Cost: \$28,568

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:

Destiny Software, Inc developed AgendaQuick and is the only company that can provide support

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: 8/10/2016

Signature: Lisa Maraden

** 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.



DESTINY SOFTWARE, INC.

August 1, 2016

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626

Re: Sole-Source Justification for AgendaQuick Maintenance Contract

AgendaQuick is an agenda management software application developed by Destiny Software, Inc. in 2005.

All maintenance and technical support is provided in-house by the staff of Destiny Software, Inc.

There are no other authorized vendors or resellers who have the permission or ability to maintain the program or provide customer support services to our clients.

Sincerely,

Dean Dickinson
Vice President
Destiny Software, Inc.



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 DEAN DICKINSON, who after being duly sworn on oath stated the following:

My name is Dean Dickinson. My title is Vice President, Destiny Software, Inc.
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: AgendaQuick Maintenance/Support
I am the sole-source supplier of this item because: Destiny Software, Inc. developed the software and is the only company that can provide support. 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 2nd day of August, 2016.

Dean Dickinson
[Signature]

Dean Dickinson, Vice President
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on August 2nd, 2016, by Edilena M. Lopez



Edilena M. Lopez
[Signature] Notary Public
State of Washington
My Commission expires on November 15th, 2016.



Technology Services

August 10, 2016

From: Jay Schade, Sr Director
Williamson County Technology Services

To: Max Bricka
Purchasing Agent / Director
Williamson County Purchasing

Subject: Single / Sole Source Justification Letter

I recommend that we identify Destiny Software as the sole source provider of software maintenance (technical support plus Destiny software updates/upgrades) for Destiny products for the next five years.

Destiny is the owner and manufacturer of Destiny products and they have certified that they are the only provider of software maintenance and support for their products.

Please let me know if you have any questions.

Thank you.

A handwritten signature in blue ink, appearing to read 'Jay Schade', is written over a light blue circular stamp.

Jay Schade, Sr Director
Williamson County Technology Services

WILLIAMSON COUNTY

512.943.1460 Fax 512.943.1488
301 SE Inner Loop, Suite 105
Georgetown, Texas 78626



DESTINY SOFTWARE, INC.

AGENDAQUICK MAINTENANCE & SUPPORT QUOTE FOR WILLIAMSON COUNTY TEXAS

Destiny Software, Inc. proposes to continue with the ongoing maintenance and support of the AgendaQuick system initially provided by Manatron/Thomson-Reuters.

The effective date is to coincide with the termination date of the existing service agreement with Manatron/Thomson-Reuters, estimated to be October 1, 2016.

AgendaQuick – Maintenance and Support

October 2016	\$5,200
October 2017	\$ 5,200
October 2018	\$ 5,824
October 2019	\$ 5,824
October 2020	\$ 6,520
<hr/>	
Total Five Years	\$28,568

Software License & Service Agreement

Effective Date: October 1, 2016

THIS AGREEMENT between **Destiny Software Inc.** ("Licensor"), of 19724 166th Ave NE, Woodinville, Washington 98072, Mailing address: PO Box 827, Woodinville, WA 98072 and **Williamson County, Texas** ("Licensee"), of 710 Main St. Georgetown, TX 78626

WHEREAS:

- (A) This Agreement is a license and service agreement and not an agreement for the sale of software.
- (B) This Agreement gives Licensee limited rights to use the Software and Related Materials described below and imposes upon Licensee certain obligations to protect the Software and Related Materials from unauthorized use, reproduction, distribution or publication.
- (C) This Agreement imposes upon Licensor certain obligations to provide customer service in regard to the ongoing maintenance of Software and Related Materials described below.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. **Definitions.** In this Agreement the following words and phrases shall have the following respective meanings, unless the context otherwise requires:
 - (a) "**Confidential Information**" means proprietary material or information belonging to Licensor, or to any third party to which Licensor owes a duty to maintain confidentiality, directly or indirectly placed by Licensor, or by third parties to which Licensor is related, into the possession of Licensee which material or information is not generally available to or used by others (except other persons whom Licensor has granted licenses of the Software and Related Materials or part thereof) or the utility or value of which is not generally known or recognized as standard practice, whether or not the underlying details are in the public domain, and includes, without limitation, all business information, computer software and computer technology, whether patentable or not, which is acquired by or on behalf of Licensee from time to time and which, owing to the relationship between Licensor and Licensee, may become known to Licensee.
 - (b) "**Copyrights**" shall refer to those copyrights or copyright registrations for the Software or the Software and Related Materials and shall include future copyrights belonging to Licensor or any third party related to Licensor for improvements and modifications thereof and applications by Licensor for registration of copyrights for improvements and modifications thereof;
 - (c) "**Enhancements**" means changes and/or improvements to the Software, whether arising out of the particular Software configuration for the specific use of Licensee or otherwise;

- (d) "**Errors**" means, with regard to the Software, incorrect source code or object code or anything not in agreement with published Specifications or requested modifications;
- (e) "**Know-How**" includes all technology, source code, object code, local area network manager code, technical information, procedures, processes, trade secrets, methods, practices, techniques, information, logic/flow charts, sketches, drawings, Specifications, application and modification manuals and data relating to the design, manufacture, production, inspection, and testing of the Software, which are from time to time in Licensor's possession;
- (f) "**Manuals**" means the programmer's manuals, the technical manuals and the user manuals and other similar documentation;
- (g) "**Modifications**" means Enhancements and/or correction of Errors, and Modifications shall be deemed to have been accepted by Licensee upon the lapse of sixty (60) days following successful installation of any Modifications unless Licensee notifies Licensor in writing prior to the lapse of such period that the Modifications in question do not conform to Specifications;
- (h) "**Related Materials**" means all of the printed materials, user documentation, training documentation and confidential activation code for the Software supplied by Licensor to Licensee, and includes the Manuals;
- (i) "**Service**", which means consulting time, providing technical information and or assistance in the ongoing maintenance of the Software;
- (j) "**Software**", which includes the Know-How and, unless otherwise hereinafter set out to the contrary, any Modifications, is described on Schedule "A" herein and includes all actual copies of all or any portion of the computer programs delivered by Licensor to Licensee, inclusive of backups, updates and merged copies either permitted by this Agreement or supplied subsequently by Licensor or any party related to Licensor; and
- (k) "**Specifications**" means the functional performance parameters of the Software.

2. **Grant of License and Reservation of Ownership.** Licensor hereby grants to Licensee a personal, non-exclusive, non-transferable license to use the Software and Related Materials at the site referred to in **Schedule "A"** hereto and otherwise pursuant to the terms of this Agreement. Licensee agrees to use its best efforts to protect the Software and Related Materials from unauthorized use, reproduction, distribution or publication.

3. **License & Service Fee.** In consideration for the granting of the license of the Software and Related Materials to Licensee, and for the providing by Licensor of service, as defined in **Schedule "B"**, Licensee hereby agrees to pay to Licensor a license & service fee, as defined in **Schedule "B"**. Licensee shall also pay to Licensor all sales, excise and other taxes thereon and upon any other amounts payable by Licensee to Licensor pursuant to this Agreement.
4. **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.
5. **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.
6. **Copyrights.**
 - (a) The Software and Related Materials are owned by Licensor and are protected by U.S. copyright laws and applicable international treaties and/or conventions. Without limiting the prohibition on assignment contained elsewhere in this Agreement, Licensee acknowledges that its rights to use the Software and Related Materials are personal to Licensee. Licensee therefore covenants not to permit the use of the Software and Related Materials by unauthorized persons and to use its best efforts to prevent the exportation of the Software and Related Materials or any portion thereof into any country which does not have copyright laws that will protect Licensor's Copyrights.
 - (b) Licensor, at its own expense, will defend and indemnify Licensee from all claims that the Software and Related Materials infringe a United States of America copyright, provided that Licensee gives Licensor prompt written notice of such

claims and permit Licensor to defend or settle the claims and provides Licensor with all reasonable co-operation and further provided that Licensor shall not be required to defend and indemnify Licensee from infringement claims resulting from Modifications by Licensee.

- (c) As to any Software and Related Materials which are or in the opinion of Licensor may become subject to a claim of infringement, Licensor, at its option, will obtain the right for Licensee to continue using the Software and Related Materials or replace or modify the Software and Related Materials so as to make it non-infringing. If none of the aforementioned alternatives are available on commercially reasonable terms, then Licensee agrees to return the Software and Related Materials to Licensor upon Licensor's written request and Licensor shall, upon return, refund to Licensee all license fees paid by Licensee to Licensor, and Licensor shall have no other or further liability to Licensee. Licensee acknowledges that the remedies set out in paragraph 11 hereof constitute the sole and exclusive remedy of Licensee for copyright infringement.

7. **Permitted Uses of the Software and Related Materials.** As each configuration of central processing units and/or networked systems may be unique, Licensee agrees to conform Licensee's use of the Software to the particular Software configuration licensed by Licensor to Licensee. Said configuration is incorporated into this license agreement by reference, inclusive of Modifications created or approved by Licensor. Licensee may make one (1) copy of the Software for archival purposes only, unless Licensor agrees otherwise in writing.

8. **Uses Not Permitted.** Licensee covenants and agrees that it will not:

- (a) whether in whole or in part, sell, rent, lease, sublease, license, sublicense, lend, time-share, transfer, assign or provide the use of or access to the Software and Related Materials, or any portion thereof, to unlicensed persons;
- (b) assign, mortgage, charge or otherwise encumber either the Software and Related Materials or its rights under this Agreement;
- (c) reverse engineer, decompile or disassemble the Software;
- (d) alter, modify or create any derivative works of the Software and Related Materials or any portion thereof, except as needed for Licensee's own use of Software;
- (e) except as permitted elsewhere in this Agreement, make additional copies of the Software and Related Materials or any portion thereof;
- (f) obscure or remove any copyright or trademark notices.

9. **Assignment.** Without limiting anything contained elsewhere in this Agreement, Licensee shall not assign this Agreement or any rights herein without the prior written consent of Licensor, which consent may be arbitrarily withheld. Any purported assignment without Licensor's consent shall be deemed to be null and void.

10. **Term.** The license granted by this Agreement shall commence on the date of this Agreement and shall continue for a period of one year thereafter. This Agreement shall be automatically renewed at the end of the one year period unless Licensee requests termination, in writing, 30 days prior to the end of the period. Notwithstanding the foregoing, this Agreement will terminate automatically without notice if Licensee fails to comply with any provision of this Agreement. The parties agree that all provisions set out in this Agreement for the protection of Licensor and its Copyrights shall remain in force notwithstanding termination of this Agreement.

11. **Updates.** Provided that Licensee is in compliance with the terms and conditions of this Agreement, Licensor agrees to make available to Licensee all updates, improvements and enhancements for the Software. Nothing herein shall be construed or interpreted as requiring Licensor to develop any such updates, improvements or enhancements.

12. **Limited Warranty.**
 - (a) Licensor warrants that the Software, as defined in **Schedule "A" and, any additional Software, as defined in future revisions to Schedule "A"**, without Modifications, will substantially conform to the Related Materials for a period of one (1) year from the date of receipt by Licensee. Licensor warrants that the media upon which the Software is provided and the Related Materials will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt by Licensee.

 - (b) **LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND RELATED MATERIALS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE FOREGOING EXCLUSIONS MAY NOT APPLY TO COMPANY. COMPANY MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.**

 - (c) During the warranty period, Licensor's entire liability and Licensee's exclusive

remedy shall, at Licensor's option, be one of the following:

- (i) Licensor may attempt to correct or work around Errors;
 - (ii) Licensor may replace the Software and Related Materials;
- (d) Licensor shall not be liable for damages, direct or indirect, special, incidental, consequential, punitive or exemplary, related to Licensee's use of the Software and Related Materials, even if Licensor is advised of the possibility of such damage.
13. **Confidentiality.** All Confidential Information, including the Know-How, shall be treated as confidential by Licensee and shall be used solely to enable Licensee to use the Software in accordance with this Agreement. Nothing contained herein shall prevent Licensee from making disclosure of any of the Confidential Information to any employee of Licensee for the sole purpose of utilizing the Software and Related Materials in accordance with this Agreement, provided that Licensee shall obtain from each employee to whom such disclosure is made a covenant of non-disclosure.
14. **No Implied Waiver.** No failure or delay by Licensor in enforcing any right or remedy in this Agreement shall be construed as a waiver of any future exercise of such right or remedy by Licensor.
15. **Conflict of Documents.** Any conflict between the terms of this Agreement and any purchase order or other document in relation to the license granted hereby shall be resolved in favor of the terms of this Agreement.
16. **Equitable Relief.** Licensee acknowledges that any breach by it of any of the terms of this Agreement is likely to result in irreparable harm or damage to Licensor and that, in the event of such breach, in addition to any and all remedies at law, Licensor shall have the right to obtain an injunction, specific performance or other equitable relief to prevent the continuous violation of the terms of this Agreement.
17. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Texas
18. **Forum.** This agreement, including its payment obligation, is performable in Williamson County and venue for all actions in connection with this Agreement shall lie exclusively in Williamson County.

19. **Entire Agreement.** This Agreement constitutes the sole and entire agreement between the parties, and supersedes any previous agreements, understandings and arrangements between the parties relating to the Software and Related Materials. Any amendments hereto are enforceable only if in writing and signed by each of the parties.
20. **Severability** If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect notwithstanding.
21. **Execution.** This Agreement has been executed by an authorized signatory duly entitled to bind the party on behalf of which he or she has executed this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

Williamson County

Destiny Software Inc.

Per: _____
Name:
Title:

Per: Dean Dickinson
Name: Dean Dickinson
Title: Vice President

Schedule "A"

Effective: October 1, 2016

Description of Software & Services	AgendaQuick – Web-based agenda software system (Locally installed on Licensee Servers)	
Software License Price	AgendaQuick™ System Software	Included In Maintenance
Streaming Video Integration	Integrated with Swagit Video	Included In Maintenance
Licensee Site:	Williamson County, Texas	

Schedule "B"

Software License, Maintenance & Service Fee Schedule

Effective: October 1, 2016

Description of Services	<ul style="list-style-type: none">• Customer Training and Program Documentation for AgendaQuick• Customer Support for Purchased Software Listed in Schedule "A"• Free Updates, if applicable, to Purchased Software Listed in Schedule "A"
--------------------------------	--

Initial Term of Agreement	October 1, 2016 to September 31, 2020
----------------------------------	--

Annual Service & Maintenance Fee

October 2016	\$5,200
October 2017	\$5,200
October 2018	\$5,824
October 2019	\$5,824
October 2020	\$6,520

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-105524

Date Filed:
08/29/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Destiny Software
Woodinville, WA 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

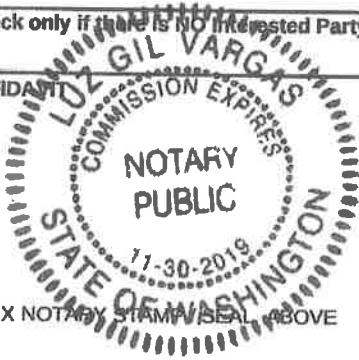
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Sole Source Destiny Software
Web-based Agenda Management Software

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Dickinson, Donald	Woodinville, WA United States	X	
Dickinson, Desta	Woodinville, WA 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.



Desta Dickinson
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP SEAL ABOVE

Sworn to and subscribed before me, by the said Desta Dickinson, this the 29th day of August, 2016, to certify which, witness my hand and seal of office.

Luz Gil Vargas
Signature of officer administering oath

Luz Gil Vargas
Printed name of officer administering oath

Notary Public
Title of officer administering oath

Commissioners Court - Regular Session

52.

Meeting Date: 09/20/2016

Award Flex Base Materials Bid# 1607-103

Submitted For: Max Bricka

Submitted By: Jewel Walker, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding Bid# 1607-103, Flex Base Materials to the lowest, best bidders, Industrial Asphalt and Aggregates as Primary vendor and Superior Crushed Stone as Secondary vendor.

Background

There were 4 total bidders for his IFB and after reviewing all bids, Wilco Road and Bridge recommends Industrial Asphalt and Aggregates as Primary and Superior Crushed Stone as Secondary vendor. The bid tab with pricing is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Recommendation Letter](#)

[Bid Tab](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jewel Walker

Final Approval Date: 09/14/2016

Reviewed By

Wendy Coco

Date

09/14/2016 04:03 PM

Started On: 09/12/2016 12:35 PM



September 6, 2016

Mr. Max Bricka
Purchasing Agent
Williamson County Purchasing Department
901 S Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for IFB 1607-103 -Flex Base Materials

After reviewing all of the pertinent information, it appears that Industrial Asphalt and Aggregates submitted the overall lowest and best bid for IFB 1607-103-Flex Base Materials. I recommend to the Williamson County Commissioner's Court that they award Industrial Asphalt and Aggregates as primary vendor and Superior Crushed Stone as secondary vendor for all bid items.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, which appears to read 'J. Evertson', is written over a light blue horizontal line.

for J. Terron Evertson, P.E.
Director of Road and Bridge
Division Williamson County, TX

WILLIAMSON COUNTY
512.943.3330 Fax 512.943.3335
tevertson@wilco.org
www.wilco.org/roads
3151 SE Inner Loop, Ste. B
Georgetown, Texas 78626

**FLEXIBLE BASE - BID ITEMS AND ESTIMATED QUANTITIES, 1607-103
FOR WILLIAMSON COUNTY, ROAD AND BRIDGE DIVISION**

PRIMARY VENDOR: INDUSTRIAL ASPHALT & AGGREGATE, **SECONDARY VENDOR:** SUPERIOR CRUSHED STONE | **Contract Duration:** 12 months w/2 annual renewals

Item #	Description	Estimated Quantity	Unit	INDUSTRIAL ASPHALT AND AGGREGATE	SUPERIOR CRUSHED STONE
1	Flexible Base, TxDOT Item 247 Type A Grade 1-2	10,000	TON	5.75	5.50
2	Flexible Base, TxDOT Item 247 Type E Grade 4 Mod 1	30,000	TON	6.00	7.50
3	Flexible Base, TxDOT Item 247 Type E Grade 4, Mod 2	10,000	TON	5.00	7.50

Commissioners Court - Regular Session

53.

Meeting Date: 09/20/2016

Award RFP# 1608-106, Food and Drink Concessions Expo Center

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 RFP# 1608-106, Food and Drink Concessions Expo Center to the highest scoring proposer, Players Concessions.

Background

There were 2 RFQ vendor submittals for Concessions at Expo Center, and after reviewing both RFQ submittals, the Evaluation Committee is recommending this contract to be awarded to the highest scoring vendor, Players Concessions.

Players Concessions will off a 20% commission on all net sale (Gross sale less sales tax) over \$40,0000 to the county during he first year of the contract, a 20% during the second year and a 20% commission on all net sales (less sales tax)for the subsequent duration of the contract; this commission is to include rent, and all utilities for the building,as well as maintenance to the structure of the building, including the hood and grease trap.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[1295 Players](#)

[Evaluation Sheet](#)

[Players Concession RFP Submittal](#)

[Players Concession RFP Submittal BAFO](#)

[Recommendation Letter](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jewel Walker

Final Approval Date: 09/15/2016

Reviewed By

Wendy Coco

Date

09/15/2016 11:46 AM

Started On: 09/13/2016 11:43 AM

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-105501

Date Filed:
08/29/2016

Date Acknowledged:

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.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Players Concessions
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.

Bid 1606-089
Food Concessions for Williamson County Expo Center

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Oliveira , Carlos	Austin, TX United States	X	
	Hempe, Eddie	Georgetown, 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.



AFFIX NOTARY STAMP SEAL ABOVE

[Signature]
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Edward Hempe, this the 29 day of August, 20 16, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Matthew Ray Aranda
Printed name of officer administering oath

Notary Public
Title of officer administering oath

**EVALUATION FOR
Concessions for Williamson County Expo**

Evaluation Criteria:	Maximum Score Points	Please select a whole Number from the list provided for each question. (Decimal scoring or unlisted rating scores are not allowed)	Players Concessions	Circleville General Store
PERCENTAGE OF GROSS SALES AFTER TAXES (MINIMUM 20% PREFERRED) Formula to Rank Percentage is: Vendor % + Highest % Proposed X 14	14	VENDOR % + Highest % Proposed X 14 Points	14.00	10.50
Local Presence/Local Representation	5	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements	5	5
EXPERIENCE OVERALL IN CONCESSIONS BUSINESS IN LIKE SIZE AND TYPE	5	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements	5	1
EXPERIENCE ASSOCIATED WITH START UP OPERATIONS	5	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements	5	2
EQUIPMENT TO BE USED IN FACILITY (Quantity, Type, Age, Condition)	5	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements	5	2
SAMPLE MENU WITH PROPOSED PRICING (Selection/Variety)	5	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements	5	5
STAFFING FOR ALL EVENTS (Assurance, Quantity, Flexibility)	5	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements	5	2
REFERENCES (Will call at our discretion)	5	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements	3	1
Total Evaluation Points	49	Total	47	29

Evaluation Members Printed Name	Signature	Date of Signature	Date of Signature
CHAIRMAN - Clint Chitsey	<i>Clint Chitsey</i>	9/9/16	9/9/16
Randy Bell	<i>Randy Bell</i>	9/9/16	
Jay Schade	<i>Jay Schade</i>	9/19/16	
Chelsea Stevens	<i>Chelsea Stevens</i>	9/9/16	
Jewel Walker	<i>Jewel Walker</i>	9/9/16	9/9/16

Players Concessions Inc
3514 Cavu Rd
Georgetown TX, 78628

Players Concessions is Corporation, Incorporated in Travis County, Texas.

Authorized Contact: Eddie Hempe
3514 Cavu Rd
Georgetown TX, 78628
(512) 786-3536

Federal Tax ID: 1-742684643-6

Players Concessions agrees to provide all services required by Williamson County stated in this proposal. This proposal is valid for 90 days following its submission.



Signature (Eddie Hempe)

08/29/16
Date

14. Proposal Response to Criteria

Financial Proposal

Players Concessions will offer a 20% commission on all Net Sales (Gross Sales less Sales Tax) over \$40,000 to the county during the first two years of the contract (in order to recoup the initial capital investment) and a 20% commission on all Net Sales (Gross sales less sales tax) for the subsequent duration of the contract; this commission is to include rent, and all utilities for the building, as well as maintenance to the structure of the building (including the hood and grease trap).

No Agency Relationship

Players Concessions understands and agrees that it is not, in any sense, considered a partner or in joint venture with Williamson County, nor shall Players Concessions hold itself out as an agent or official representative of Williamson County unless specifically authorized to do so by the Williamson County Commissioners Court. Players Concessions is considered an independent contractor for the purpose of this contract and shall not incur any expense or liability on behalf of Williamson County other than what may be expressly allowed under this contract.

Scope of Work

It is the intent of this contract to provide optimum food and beverage concessions to the public. This includes maximum hours and days of operation as well as goods and services provided. The concession services shall be provided as deemed necessary to meet contractual requirements. Players Concessions shall provide concessions services as described herein and shall provide all labor, material and equipment. Players Concessions will provide clean, attractive and safe areas for the location described herein.

Players Concessions shall furnish and maintain all equipment necessary for the proper concession service of each location. Players Concessions shall provide an equipment inventory list to be submitted with the proposal, identifying all equipment by age and condition to be used in performance of this contract. The county reserves the right to make inspection of equipment to be used in performance of this contract. Any equipment found to be in poor condition must be pulled from service and replaced at Players Concessions' expense. Players Concessions shall comply with all county, state, and federal regulations applicable to providing food and beverage concessions.

Players Concessions shall obtain a Wine and Beer Retailers Permit (BG Permit) with the Texas Alcoholic Beverage Commission for the designated "arena" area. The vendor shall follow all regulations set forth by the Texas Alcoholic Beverage Commission. Players Concessions is also responsible for purchasing and posting the correct signage required by the Texas Alcoholic Beverage Commission. Players Concessions shall obtain adequate liquor liability insurance coverage confirmed and submitted as required below.

Security is required for all events where alcohol is being served and sold. If the Licensee has an event that does not require security, Players Concessions has the option of hiring needed security to sell alcohol. If Players Concessions chooses not to hire security then Players Concessions will not be allowed to serve alcohol at that particular event. All alcohol will be shut off at a maximum of 30 minutes prior to the scheduled end of the event but may be shut off sooner if deemed necessary.

The County reserves the right to provide additional concessions for up to three events per year. The additional food and drink (non-alcoholic) concessions may be sold by the County, vendors or its assignees. The County will receive the fees or sales percentage from these concessions. Examples of the events for additional concessions include but are not limited to Williamson County Fair and Rodeo, Bay-B-Que Cook-off, Taylor Rodeo, etc. The additional concessions will not use Players Concessions'

concession facility. Players Concessions will have the right to continue sales out of the concession facility for these special events.

Terms of Contractual Agreement

The Term of Contractual Agreement is the Date of Award through September 30, 2019 with the opportunity to renew for two consecutive 1 year periods

Staffing

Eddie Hempe (owner) and Tyler Chapman (operations manager) will be on site for all events. Further staffing will be provided for larger events or catering events, as necessary.

Items and Pricing

Items for sale will include but will not be limited to the following:

Food, candy, ice cream, snow cones, hamburgers, hot dogs, breakfast items, etc. Beverage service includes beer and wine (no liquor). No glass containers. Ancillary items may be specific to the operation such as caps, t-shirts, mugs, etc. All concession prices should be presented to General Manager for approval annually and at time of contract renewal.

Catering is not considered part of the concession contract. Catered events at Williamson County Expo Center will be handled under a separate contract with vendors from an Approved Catering List. Catered events with alcohol sales and services will be handled under a separate contract. Outdoor vending machines must be approved separately depending on the suitability (type of products/ price of products/ cost to operate machines) and profit margin to the County after considering cost of electricity etc.

Williamson County reserves the right to specify specific brands to be incorporated in the concessions in accordance with sponsorship opportunities.

Hours of Operation

It is the intent of this concessions contract to serve the public in the best possible manner, which is with maximum operating hours under conditions. This will be primarily weekends, special events, minor events and general expo conditions. Some activities may require concessions to be open only during specific times. All other events will have specific operating hours for operational consistency, such as opening at least one hour before the event is scheduled to begin and remaining open until the conclusion of the event.

Players Concessions will be required to provide adequate staffing for the concessions to serve the public in a prompt and courteous manner. The staffing level will fluctuate depending on the type of event and number of attendees.

No Assignment

Players Concessions may not assign this contract to another individual, company, or organization. The vendor may not assign to any subcontractors. It is highly preferred for the vendor to have a local presence/ local representation to ease communication and management of this contract.

Employees

Players Concessions covenants and agrees that it 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, licensing fees, insurance premiums and outfitting expenses. Players Concessions will be responsible for complying with all Federal, State, and Local laws, ordinances and regulations regarding its own employees.

Accounting

The County will require Generally Accepted Accounting Procedures and monthly reports as stipulated by the auditing department. These reports will be dictated by the County Auditing Department and may change depending on their needs. The reporting time for these reports will be the first day of each month through the last day of each month. Money owed to the County as represented in each report will be due to the County by the 15th of each month. Late payments may result in the termination of this contract.

All reports shall include:

- Name, address, and telephone number of Players Concessions
- County contract and proposal number
- Identification of items purchased at concession stand
- Quantity or quantities, total prices, and total amount
- Checks are payable to: Williamson County and are due no later than the 15th of each month.
- Check will be mailed to:

Williamson County Exposition Center
210 Carlos G Parker Boulevard NW
Taylor, TX 76574

Maintenance

County will provide general maintenance of the facility such as utility repairs, painting, electrical, etc. Any damage attributed to neglect, misuse, etc by Players Concessions will be documented and charged back to Players Concessions.

- a) County will pay for normal electric, gas and water utilities as well as hood and grease trap service.
- b) Players Concessions is responsible for maintenance of any and all equipment directly related to the operation.
- c) Housekeeping – Players Concessions will clean the serving and window area, along with any picnic and surrounding areas directly related to their operations.

General

- a) Players Concessions will remain in compliance with all current and future health department regulations. Players Concessions must also provide a copy of all state, county and local health department certificates or permits that are required to sell food or drink to the public to the Williamson County Expo Center office at the time of award of contract.
- b) Vendor shall have a manager on site, and should have adequate staff to maintain full operation during operating hours.

Players Concessions Menu and Pricing
Williamson County Expo Center

Food

Hamburger*	\$5.00
Cheeseburger*	\$5.50
Turkey Sandwich*	\$5.00
Hot Dog	\$3.00
Sausage Wrap	\$4.00
Corn Dog	\$3.00

*add Jalapenos or Bacon \$0.75

Drinks

Bud Lite / Miller Lite	\$4.00
Shiner	\$4.50
Fountain Reg	\$3.00
Fountain Lg	\$4.00

Breakfast

Breakfast Taco	\$3.00
Pastries and Muffins	\$2.50
Orange Juice	\$2.50
Coffee	\$1.50
Hot Chocolate	\$1.50

Sides

French Fries	\$3.00
Onion Rings	\$3.50
Potato Chips	\$2.00
Nachos	\$4.00

Novelties

Sno-Cone	\$3.50
Cotton Candy	\$3.00
Peanuts	\$2.00
Popcorn	\$3.00
Candy	\$2.00
Ice Cream	\$2.50

Williamson County Expo Center Concession

Item	Cost	Age	Condition
Coffee Machine	\$300.00	new	new
Microwave	\$300.00	new	new
(6) 5 ft Tables	\$2,400.00	new	new
(2) Ice Machine	\$8,000.00	3 yrs	good
(2) White Reach in Freezer	\$1,000.00	3 yrs	good
(2) 2 Door Cooler	\$2,000.00	new	new
Reach in Beer Cooler	\$2,500.00	3 yrs	good
inventory	\$2,000.00	new	new
permits and lisencing	\$2,500.00	new	new
hot dog machine	\$800.00	2 yrs	good
hot food display	\$800.00	2 yrs	good
sandwich display	\$800.00	new	new
popcorn machine	\$500.00	new	new
cotton candy machine	\$800.00	new	new
Sno-cone machine	\$1,500.00	new	new
Grill (3ft, propane)	\$1,500.00	new	new
(2) fryer (propane)	\$2,500.00	new	new
(2) Equipment Stand	\$800.00	new	new
(2) Shelving Rack	\$200.00	new	new
Catering Small Wares	\$1,500.00	new	new
Warmer Box	\$1,500.00	new	new
Sandwich Prep Table	\$1,200.00	3 yrs	good

TOTAL: \$35,400.00

TEXAS SALES AND USE TAX PERMIT

This permit is not transferable, and this side must be prominently displayed in your place of business.

Retailers. A seller may NOT accept a copy of this permit in lieu of a properly completed exemption or resale certificate. A certificate is necessary to document why tax is not collected on a sale.

You must obtain a new permit if there is a change of ownership, location, or business location name.

TAXPAYER NAME, BUSINESS LOCATION NAME, and PHYSICAL LOCATION

PLAYER'S CONCESSION, INC.

PLAYER'S CONCESSION INC/MORRIS WILLIAMS
 4305 MANOR RD
 AUSTIN TX 78723-5901
 TRAVIS COUNTY

NAICS CODE: 722110 DESCRIPTION ON NEXT LINE:
 Full-Service Restaurants

Type of permit	SALES AND USE TAX
Taxpayer number	1-74-2684643-6
Location number	00003
First business date of location	06/01/2002

Susan Combs
Susan Combs
 Comptroller of Public Accounts

WE SHOW THIS BUSINESS IN THE FOLLOWING LOCAL SALES TAX AUTHORITIES:
 CITY: AUSTIN EFF: 06/01/2002
 TRANSIT: AUSTIN MTA EFF: 06/01/2002

You may need to collect sales and/or use tax for other local taxing authorities depending on your type of business. For additional information, see "Collecting Local Sales and Use Tax" section on the back of this document.
 If you have any questions regarding sales tax, visit our website at www.window.state.tx.us or call us at 1-800-252-5555 or 512-463-4600.

Detach here and prominently display your permit only. Retain the portion below for your records.

Is the Information Printed on this Permit Correct?

The information printed on your permit is public information. It must be accurate and current. If there is an error, make corrections on the form below. Enter the correct information for incorrect items only. Detach the form and mail it to:

Comptroller of Public Accounts
 111 E. 17th Street
 Austin, TX 78774-0100

More helpful information about your permit is on the back of this document.

Texas Sales and Use Tax Permit Corrections Form

Taxpayer name shown on the permit PLAYER'S CONCESSION, INC.		If you need to make changes to your local sales tax authorities or to the NAICS code printed on your permit, see information on the back of this form.	
Taxpayer number shown on the permit • 17426846436	Location number shown on the permit • 00003		
Correct business location name •			
Correct business location (no P.O. Box or directions accepted) •			
City	State	ZIP code	County
Correct taxpayer name •		Daytime phone (Area code and number)	
Correct mailing address •			
City	State	ZIP code	Federal Employer Identification Number

If you are **no longer in business**, enter the date of your last business transaction. _____

sign here Taxpayer or authorized agent _____ Date _____

CITY OF AUSTIN

PERMIT TO OPERATE A FOOD ENTERPRISE

PERMIT No: 2006 007161 FP

Row ID: 2802061

ISSUED TO:

Carlos Oliveira

FOR THE ESTABLISHMENT:

Players Concession/Morris Wm

LOCATED AT:

3851 MANOR RD

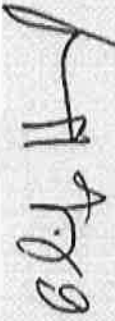
AUSTIN, TX 78723

ISSUE DATE:

Jun 16, 2016

EXPIRATION DATE:

Jun 06, 2017



Philip Huang, M.D. M.P.H.
Health Authority



Austin/Travis County Health and
Human Services Department
Environmental Health Service Division

Mailing Address:

PO Box 1088 Austin, TX 78767

Physical Address:

1520 Rutherford Ln Austin, TX 78754

Phone:

(512) 978-0300

Email:

EHSD.Service@AustinTexas.gov

CONSUMER:

If you have a health related
complaint or concern about this
establishment, you may contact
the Austin/Travis County Health
and Human Services
Department
using the information above.

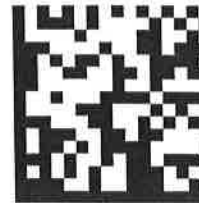
Per Section 10-3-62 of the City of Austin Code of Ordinances, this permit must be posted in a "prominent public location." Permits are non-transferable.

TEXAS ALCOHOLIC BEVERAGE COMMISSION

THIS LICENSE IS NOT TRANSFERABLE. MUST BE PUBLICLY DISPLAYED AT ALL TIMES AND USED ONLY IN THE PLACE OF BUSINESS INDICATED HEREON. THE ACCEPTANCE HEREOF CONSTITUTES AN EXPRESS AGREEMENT TO PERMIT ANY AUTHORIZED REPRESENTATIVE OF THE COMMISSION OR ANY PEACE OFFICER TO FREELY ENTER UPON LICENSEE'S PREMISES TO PERFORM ANY DUTY IMPOSED UPON HIM.

OWNER'S ON PREMISE PERMIT

BG518906 RENEW 17% WINE



ISSUED - 08/26/2014 EXPIRES - 08/25/2016

SIGN = BLUE DIAGRAM

CONCESSION INC.



PLAYER'S CONCESSION INC.
PLAYER'S CONCESSION INC.
300 W MLK JR. BLVD
AUSTIN TX 78703

CONCESSION INC.

Sherry K. Cook
EXECUTIVE DIRECTOR

Austin/Travis County Health and Human Services Department
FOOD MANAGER CERTIFICATE



Awarded to

Michael Tyler Chapman

for having met all of the requirements prescribed by Section 10-3-31 of the City of Austin, Code of Ordinances including successful completion of a food management examination that has been approved by the Texas Department of State Health Services.

02-11-2015

Date

[Signature]

Health Authority

2015 016118 FM

Certificate Number

02-11-2017

Expiration Date

Instructor

Players Concessions
3514 Cavu Rd
Georgetown TX, 78628

Final Offer Sheet
Williamson County Expo Center

Players Concessions will offer a 20% commission on all Net Sales (Gross Sales less Sales Tax) over \$40,000 to the county during the first year of the contract, a 20% commission on all Net Sales (Gross Sales less Sales Tax) over \$20,000 during the second year and a 20% commission on all Net Sales (Gross sales less sales tax) for the subsequent duration of the contract; this commission is to include rent, and all utilities for the building, as well as maintenance to the structure of the building (including the hood and grease trap).

OFFICE MEMORANDUM

Date: September 14, 2016

COORDINATION — ROUTING

WILLIAMSON
COUNTY

De t.

Name

Initial

Parks

Rand Bell

9/14/16

To: Mr. Max Bricka - Purchasing
From: Clint Chitsey- Williamson County Expo
Subject: Concessionaire Services for Williamson
County Exposition Center
Solicitation 1608-106
Re: Bid Evaluation

Remarks:

Return To:

In response to Solicitation 1608 -106, the Purchasing Department received complete Proposal Submittals from two (2) companies desiring to provide Concessionaire Services for the Williamson County Exposition Center.

The Expo RFP Evaluation Committee, with Purchasing Department overview, evaluated the Proposals according to the criteria contained in the Solicitation:

- 1 . Percentage of gross sales after taxes
2. Three (3) commercial references for similar services in the past three (3) years.
3. Local Presence/ Local Representation
4. Experience overall in concessions business of like size and type
5. Equipment to be used in the facility
6. Sample menu with proposed prices
7. Staffing for all events
8. Experience associated with start-up operations

After evaluating all proposals according to the stated criteria, and after considering the best and final pricing offer, Players Concessions Inc. is the best overall selection for Concessionaire Services for Williamson County Exposition Center. Players Concessions Inc. proposes the following:

20% commission on all Net Sales (Gross Sales less Sales Tax) over \$40,000 to the county during the first year of the contract;

- 20% commission on all Net Sales (Gross Sales less Sales Tax) over \$20,000 during the second year of the contract and,
- 20% commission on all Net Sales (Gross sales less sales tax) for the subsequent duration of the contract of gross sales to be paid back to the County.

Players Concessions has been serving the city of Austin and the surrounding area since 1981. In that time, Players has opened a number of start-up facilities and concessions both for private companies and for governmental agencies. Players 1 and Players 2 operated near the University of Texas for over 30 years; and since 1997 Players Concessions has operated the golf concession facilities for the City of Austin municipal golf courses.

Specifically, for the Williamson County Expo Center, Players Concessions has the necessary funding and support to open the facility quickly and provide exemplary service to its patrons. It has an experienced staff and all the necessary, and up to date equipment to operate the facility. Most importantly, Players Concessions Inc. has experience operating concession facilities for governmental entities, and they understand the protocols and procedures necessary to ensure the facility will be operated efficiently and profitably.

After review and consideration of all stated criteria, and the best and final pricing submission, the Williamson County Expo Center RFP Evaluation Committee recommends that Players Concessions Inc. be awarded the Concessionaire Services for Williamson County Exposition Center - Solicitation 1608-106. We believe this company has the financial stability, the equipment, the staffing and technical training, and the proven service record to successfully provide concessionaire services for the Williamson County Exposition Center.



Thank you

Williamson County Parks &
Recreation Department
219 Perry Mayfield
Leander, Texas 78641

Parks Mission: Our mission is to manage and operate a system of parks that will add quality to life, build community pride and spirit, promote physical fitness and self improvement, evoke an emotional and intellectual response to connections with nature, consider long term open space needs, preserve endangered species, and improve air quality.

512-943-1920 htt

//
arks.wilco.o

Wilco Parks 001-(114/11)

Commissioners Court - Regular Session

54.

Meeting Date: 09/20/2016

Extend ATM Services Agreement

Submitted For: Max Bricka

Submitted By: Sydney Richardson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the renewal of ATM Services Agreement, for the same pricing, terms and conditions as the existing Contract for the Term of October 1, 2016 - September 30, 2017, with Preferred ATM Solutions, LLC.

Background

This is the second extension of three (3) possible, one (1) year renewal options.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Renewal Form](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 09/15/2016

Reviewed By

Wendy Coco

Date

09/15/2016 09:55 AM

Started On: 09/14/2016 11:07 AM



Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	Department:	Facilities
Vendor Name:	Preferred ATM Services, LLC		
Vendor Address:	1530 Sun City Blvd. Suite 120 PMB 480 Georgetown, Texas 78633		
Purpose/Intended Use of Product or Service (summary):			
ATM Services for Williamson County			
P.O./Contract Number:	14RFP00211	Effective Date:	10/01/2016
Purchaser/Contract Specialist:	Sydney Richardson	Expiration Date:	09/30/2017
Requested By:	Gary Wilson, Department Director		
Detailed description of renewal of product and/or service.			
<ul style="list-style-type: none"> • Williamson County wishes to extend this proposal for the same pricing, terms and conditions as the existing contract and amendments. • PLEASE INCLUDE THE FOLLOWING: <ul style="list-style-type: none"> - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL. • Extend Contract for the 2nd of three (3), one (1) year renewal option periods: 			
Renewal Option Period 2		October 1, 2016 – September 30, 2017	
Renewal Option Period 1		October 1, 2015 – September 30, 2016	
Initial Contract Period		October 1, 2014 – September 30, 2015	
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN			
Vendor	<u>Preferred ATM Services LLC</u>	Williamson County, 710 Main St., Georgetown, TX 78626	
Name	<u>Joe Savage</u>	Dan A. Gattis	
Title	<u>Co-owner</u>	Williamson County Judge	
Signature	<u>[Signature]</u>	Signature _____	
Date	<u>9-13-16</u>	Date _____	



Commissioners Court - Regular Session

55.

Meeting Date: 09/20/2016

2016 NPI Achievement of Excellence Award

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 recognizing the Purchasing Department as the recipient of the 2016 Achievement of Excellence in Public Procurement Award by the National Procurement Institute (NPI).

Background

The 2016 award represents the 17th consecutive year that Williamson County has achieved this prestigious honor and recognition. The Achievement of Excellence in Procurement award is nationally and internationally recognized as the gold standard for the achievement of excellence, innovation and best practices in the profession of public procurement. The award criteria have evolved since the award's inception to reflect changes that have occurred in areas such as technology, while maintaining the high standards and insistence on public procurement best practices that the award is known for. In 1995, the National Procurement Institute, Inc. (NPI) established this program designed to recognize organizational excellence in public procurement. The Achievement of Excellence in Procurement® (AEP) is awarded annually. This prestigious award is earned by those organizations that demonstrate excellence by obtaining a high score based on standardized criteria. The criteria are designed to measure innovation, professionalism, productivity, e-procurement, and leadership attributes of the procurement organization. National and international sponsors include: the National Procurement Institute (NPI), the California Association of Public Procurement Officials (CAPPO), the Florida Association of Public Procurement Officials (FAPPO), the Institute for Supply Management (ISM), the National Institute for Public Procurement (NIGP), the National Association of State Procurement Officials (NASPO), the National Association of Educational Procurement (NAEP), the Texas Public Purchasing Association (TxPPA), and the Canadian Public Procurement Association / Conseil canadien des marches publics.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[2016 AEP Award Letters](#)

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	09/14/2016 08:05 PM
County Judge Exec Asst.	Wendy Coco	09/15/2016 08:38 AM
Form Started By: Max Bricka		Started On: 09/14/2016 11:23 AM
Final Approval Date: 09/15/2016		



Achievement of Excellence in Procurement

July 26, 2016

Mr. Max Bricka
Purchasing Agent/ Director
Williamson County
901 S. Austin Ave.
Georgetown, TX 78626

Subject: 2016 Achievement of Excellence in Procurement® Award

Dear Mr. Bricka,

I'm pleased to inform you that your agency's procurement department has earned the 2016 Annual Achievement of Excellence in Procurement Award.

We've attached your copy of the formal announcement letter sent to the organization official identified in your application, and your scorecard is enclosed.

A beautiful AEP Award trophy will be shipped to your organization in the coming weeks.

Congratulations on the 2016 Achievement of Excellence in Procurement® Award!

Sincerely,

A handwritten signature in black ink, appearing to read "B. Garrity".

Brian Garrity, CPSM, C.P.M., CPPB
Chair, Achievement of Excellence in Procurement® Award Committee

The Achievement of Excellence in Procurement® recognizes organizational excellence in procurement. Public and non-profit organizations earn the award by obtaining a high application score based on standardized criteria. The evaluation criteria are designed to measure innovation, professionalism, e-procurement, productivity, and leadership attributes of the procurement function. The Achievement of Excellence in Procurement® is sponsored by the National Procurement Institute (NPI), the California Association of Public Procurement Officials (CAPPO), the Florida Association of Public Procurement Officials (FAPPO), the Institute for Supply Management (ISM), NIGP: The Institute for Public Procurement, the National Association of State Procurement Officials (NASPO), the National Association of Educational Procurement (NAEP), the Texas Public Purchasing Association (TxPPA), and the Canadian Public Procurement Association / Conseil canadien des marchés publics.

NATIONAL PROCUREMENT INSTITUTE, INC.
PO Box 2774, Rockport, TX 78381
Tel: 702.989.8095 Fax: 702.967.0744 Toll Free: 866.877.7641
www.npicconnection.org



Achievement of Excellence in Procurement

July 26, 2016

The Honorable Judge Dan Gattis
County Judge
Williamson County
701 Main Street
Georgetown, TX 78626

Dear Judge Gattis,

I'm pleased to inform you that your agency's procurement department has earned the 2016 Annual Achievement of Excellence in Procurement® Award. The continuously evolving AEP criteria are designed to measure state of the art in best practices.

The Williamson County is one of only 28 agencies in TX and one of only 48 Counties in the United States and Canada to receive the award. Your organization has received the award for seventeen consecutive years.

Congratulations on the 2016 Achievement of Excellence in Procurement® Award!

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Garrity', is written over a faint, larger signature.

Brian Garrity, CPSM, C.P.M., CPPB
Chair, Achievement of Excellence in Procurement® Award Committee

cc: Mr. Max Bricka, Purchasing Agent/ Director

The Achievement of Excellence in Procurement® recognizes organizational excellence in procurement. The criteria are designed to measure innovation, professionalism, e-procurement, productivity, and leadership attributes of the procurement function. The Achievement of Excellence in Procurement® is sponsored by the National Procurement Institute (NPI), the California Association of Public Procurement Officials (CAPPO), the Florida Association of Public Procurement Officials (FAPPO), the Institute for Supply Management (ISM), NIGP: The Institute for Public Procurement, the National Association of State Procurement Officials (NASPO), the National Association of Educational Procurement (NAEP), the Texas Public Purchasing Association (TxPPA), and the Canadian Public Procurement Association / Conseil canadien des marchés publics.

NATIONAL PROCUREMENT INSTITUTE, INC.

PO Box 2774, Rockport, TX 78381

Tel: 702.989.8095 Fax: 702.967.0744 Toll Free: 866.877.7641

www.npicconnection.org

Commissioners Court - Regular Session

56.

Meeting Date: 09/20/2016

Acknowledge Automatic Renewal of Video Streaming Services

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 acknowledging the automatic renewal of the Services Agreement for Video Streaming Services with Swagit Productions, LLC.

Background

This Agreement was initially approved on 09/15/2015 for twelve (12) months with an automatic renewal of additional one (1) year terms. This is to inform the Court of the automatic renewal. Exhibit A, Scope of Work, is included with the signed Agreement attached.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Original Contract](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 09/14/2016

Reviewed By

Wendy Coco

Date

09/14/2016 04:04 PM

Started On: 09/14/2016 12:06 PM

**AGREEMENT FOR
VIDEO STREAMING SERVICES**

**WILLIAMSON COUNTY
and
SWAGIT PRODUCTIONS, LLC**

This Agreement for Video Streaming Services ("Agreement") is made by and between Williamson County, Texas ("County"), with offices at 710 S. Main Street, Georgetown, Texas 78626, and Swagit Productions, LLC, ("Provider") a Texas Limited Liability Company, with offices at 850 Central Parkway E., Suite 100, Plano, Texas 75074, effective as of the date written below.

RECITALS

- A. The County desires to enter into this Agreement in order to obtain video streaming services for scheduled Commissioners Court meetings as outlined in the Scope of Services attached as Exhibit "A"; and
- B. Provider has available and offers to provide the personnel necessary to provide said services in accordance with the Scope of Services included in this Agreement (see Exhibit A attached hereto and incorporated herein); and
- C. Provider is in the business of providing video streaming services for businesses and governmental entities, and represents and warrants that it has the skills, qualifications, expertise and experience necessary to perform the work and services to provide and implement video streaming services as described herein in an efficient, cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other buyers; and
- D. On the basis of and in reliance upon such representations by Provider and others made herein and in Provider's proposal, the County desires to engage Provider to provide the work and services described herein under the terms and conditions of this Agreement.

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Provider agree as follows:

1. SERVICES TO BE PERFORMED BY PROVIDER

Provider agrees to perform the following services:

- 1.1 Provider agrees to provide the work and services as set forth in detail in Exhibit "A" (entitled "Scope of Services" and so called herein) attached hereto and hereby

incorporated as part of this Agreement. All of the terms and conditions set forth and pertaining to the services in Exhibit "A" shall be incorporated in this Agreement as if fully set forth herein.

- 1.2 Without limiting the foregoing provisions of Section 1.1, the services to be provided by Provider include the installation ("Installation") by Provider of all hardware, software, cameras, wiring, and related equipment and materials identified and described in the Scope of Services (collectively, the "Equipment") within the County of Williamson County chambers located at the Commissioners Court, 710 S. Main Street, Georgetown, Texas 78626 (the "Site"). Before installing the same, Provider shall deliver to the County, for review and consideration of approval, drawings or plans and specifications for such Installation. The County's approval of any Installation or related plans does not and shall not constitute a representation or warranty by the County that the Installation or related plans comply with any specifications therefore or with any applicable governmental laws, rules, codes, standards, or regulations.

2. COMPENSATION OF PROVIDER

- 2.1 Provider agrees to provide all of the services and Equipment set forth in the Scope of Services and as described herein for the following amounts:

- (a) A one-time charge not to exceed:
 - (i) **Four Hundred Ninety-Five and No/100 Dollars** (\$495.00) for Swagit EASE hardware/software and other related (including, without limitation, Installation) costs (as identified and detailed on the attached Exhibit "A", page 3, "*Streaming Video Hardware*"); and
 - (ii) **Three Thousand Nine Hundred Ninety-Five and No/100 Dollars** (\$3,995.00) for camera hardware and other related (including, without limitation, Installation) costs (as identified and detailed on the attached Exhibit "A", page 3, "*Video Camera Hardware*"); and
- (b) Following the Installation at the Site of all Equipment by Provider and the acceptance thereof by the County, the County shall pay to provider a monthly fee in the amount of **Seven Hundred Ninety-Five and No/100 Dollars** (\$795.00) for on-demand and live video streaming (as identified and described on the attached Exhibit "A", page 3, "*Streaming Video Monthly Managed Services*").

- 2.2 Except as set forth herein, payments will be processed on a monthly basis with payment available within 30 days after receipt by the Williamson County Auditor of an invoice for the previous month's service. All payments pursuant to this Agreement shall be paid in accordance with the Texas Prompt Payment Act, Texas Gov't Code Chapter 2251.

- 2.3 Should the County fail to pay any invoice that is outstanding more than 60 days, a

5% service fee may be applied to the total amount of that invoice subject to Texas Government Code Section 2251.025, not including any shipping or sales tax.

3. RIGHTS AND OBLIGATIONS OF PROVIDER

- 3.1 Independent Contractor. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the County as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the County. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement.
- 3.2 Provider's Control of Work. All services to be provided by Provider shall be performed as determined by the County in accordance with the Scope of Services set forth in Exhibit "A." Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for and in full control of the work of all such personnel.
- 3.3 Reports to the County. Although Provider is responsible for control and supervision of work performed under this Agreement, the services provided shall be acceptable to the County and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports to be provided by Provider to the County and the rights of the County, as set forth in the Scope of Services, and the right of the County to audit Provider's records.
- 3.4 Compliance with All Laws. Provider shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by laws, ordinances, rules, regulations, or executive orders to be inserted in this Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement.
- 3.5 Organization and Authorization. Provider warrants and represents that: (i) it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and which shall remain in good standing throughout the term of this Agreement; (ii) it has the requisite power and authority to carry on its business as it is now being conducted; (iii) it has the legal capacity to enter into this Agreement; (iv) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been authorized and approved by all action required on the part of Provider; (v) it has the right and authority to sell the software to the County; (vi) all software shall be in good working order; and, (vii) all licenses and warranties regarding the software and hardware shall be conveyed to the County.
- 3.6 No Conflict. Provider warrants and represents that the execution and delivery of this Agreement and ancillary agreements hereto by Provider does and will not: (i)

conflict with, or result in any violation or breach of, any provision of Provider's charter documents; (ii) result in any violation or breach of, or constitute a default under, or require a consent or waiver under, any of the terms, conditions or provisions of any license, contract or other agreement to which Provider is a party; or (iii) conflict with or violate any franchise, license, judgment, order, statute, law, rule or regulation applicable to Provider.

3.7 Warranty. Provider warrants that: (i) any streaming server hardware provided by Swagit (as identified and described in the Scope of Services, page 3, "*Streaming Video Hardware*") not in good working order and used under normal operating conditions, will be fully replaced for a period of three (3) years; (ii) thereafter, all costs of streaming server hardware replacement due to any failure or caused by normal wear and tear, shall be at the County's expense; (iii) all operating and proprietary software for any streaming server shall be fully replaced or upgraded, at no cost to the County, for the life of the contract; and (iv) all camera hardware (as identified and described in the Scope of Services, page 3, "*Video Camera Hardware*"), shall be replaced or fixed with respect to each components manufacturer's warranties.

3.8 Provider's Service Network. Provider's content delivery network and service level represents that: (i) it maintains full N+1 redundancy on all service critical-infrastructure in order to protect against outages. Multiple mirror facilities provide diverse geographic redundancy. Within each facility servers have multiple power supplies, network interfaces and RAID protected storage. Provider is connected to upstream bandwidth providers by multiple gigabit uplinks, transitioning to gigabit and ten-gigabit connections to multiple "tier 1" bandwidth providers, offering route diversity and redundancy. These bandwidth providers maintain 24/7 staffs familiar with mitigating Denial of Service attacks, should the need arise, which they have sufficient capacity to absorb-and-filter; (ii) Provider utilizes external, 3rd party monitoring services to track server availability metrics. This service tracks availability from approximately 30 international points which helps isolate regional networking issues, in addition to any centralized failures; (iii) Content is stored and viewable to the public on the Provider's networks for a period of three years or as defined by the managed services agreement. All Content is stored and backed up offline indefinitely for the life of the Agreement. Content can also be stored locally on the County's network for an indefinite period of time limited only by storage capacity, with the added benefit of cached delivery to local users. County is consulted before they exceed any storage horizon and may extend the window for additional years; (iv) Content is stored in widely accessible formats and is available for export at any time. Exported data will include multimedia content and associated documents in their native format as well as any structured metadata in XML format. Access to exported content can be via FTP but in such an event the County is encouraged to provide a portable hard drive to ease the transition of storage and bandwidth intensive content; and (v) the County may verify compliance with these policies at any time in consultation with Provider engineers and officers.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and (i) sent by certified or registered mail, return receipt requested, postage prepaid, (ii) delivered personally, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight; and addresses for such notice are as follows:

To the County's Authorized Representative: To Provider:

Connie Watson
Public Affairs Manager
Williamson County
710 S. Main Street
Georgetown, Texas 78626
512/943-1663

David Owusu
Director of Streaming Media
Swagit Productions, LLC
850 Central Parkway East, Suite 100
Plano, Texas 75074
800/573-3160

With Copy to:
General Counsel
Office of Williamson County Judge
710 Main Street, Suite 200
Georgetown, Texas 78626

Notice shall be deemed given upon receipt by the party to whom it is sent.

5. INDEMNIFICATION

Provider (hereinafter referred to as "Indemnitor") agrees to indemnify, save and hold harmless the County, any jurisdiction or agency issuing permits for any work under this Agreement, and their respective directors, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage to the extent caused by the negligent act, omission, negligence or misconduct of the Indemnitor, or any of Indemnitor's directors, officers, agents, employees or volunteers. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree in effect at the time services are rendered. Provider shall be responsible for defense, and judgment costs where this indemnification is applicable.

6. INSURANCE

Provider and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Provider, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The County in no way warrants that the minimum limits contained herein are sufficient to protect Provider from liabilities that may arise out of the performance of the work under this Agreement by Provider, its agents, representatives, employees or subcontractors and Provider is free to purchase additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. Provider shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/93 or any replacements thereof)

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	Optional

2. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$ 500,000
Disease-Each Employee	\$ 500,000
Disease-Policy Limit	\$ 500,000

3. Professional Liability \$1,000,000

B. SELF-INSURED RETENTIONS/DEDUCTIBLES: Any self-insured retentions and deductibles must be declared to and approved by the County. If not approved, the County may require that the insurer reduce or eliminate such self-insured retentions with respect to the County, its officers, agents, employees, and volunteers.

C. OTHER INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability Coverages:
 - a. Williamson County, its officers, officials, agents, and employees are additional insured with respect to liability arising out of activities performed by, or on behalf of, the Provider; products and completed operations of the Provider, and automobiles owned, leased, hired or borrowed by the Provider.
 - b. The Provider's insurance shall contain broad form contractual liability coverage.
 - c. The County, its, officers, officials, agents, employees and volunteers shall be additional insured to the full limits of liability purchased by the

Provider even if those limits of liability are in excess of those required by this Agreement.

- d. The Provider's insurance coverage shall be primary insurance with respect to the County, its, officers, officials, agents, and employees. Any insurance or self-insurance maintained by the County, its officers, officials, agents, employees, or volunteers shall be in excess to the coverage of the Provider's insurance and shall not contribute to it.
- e. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- f. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- g. The policies shall contain a waiver of subrogation against the County, its officers, officials, agents, and employees for losses arising from work performed by the Provider for the County.

2. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the County, its officers, officials, agents, employees and volunteers for losses arising from work performed by the Provider for the County.

6.1 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be amended, suspended, voided or canceled except after sixty (60) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then at least ten (10) days prior notice shall be given to the County. Such notice shall be sent directly to:

Connie Watson
Public Affairs Manager
Williamson County
710 S. Main Street
Georgetown, Texas 78626

With Copy to:

General Counsel
Office of Williamson County Judge
710 Main Street, Suite 200
Georgetown, Texas 78626

6.2 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Texas and with an "A.M. Best" rating of not less than A- VII, or receiving prior approval by the County. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect Provider from potential insurer insolvency.

- 6.3 Verification of Coverage. Prior to commencing work or services, Provider shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements shall be received and approved by the County before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of contract.

All certificates required by this Agreement shall be sent directly to:

Connie Watson
Public Affairs Manager
Williamson County
710 S. Main Street
Georgetown, TX 78626

With a copy to With Copy to:

General Counsel
Office of Williamson County Judge
710 Main Street, Suite 200
Georgetown, Texas 78626

The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to request and receive within ten (10) days, complete, certified copies of all insurance policies required by this Agreement at any time. The County shall not be obligated, however, to review same or to advise Provider of any deficiencies in such policies and endorsements, and such receipt shall not relieve Provider from, or be deemed a waiver of the County's right to insist on, strict fulfillment of Provider's obligations under this Agreement.

- 6.4 Subcontractors. Providers' certificate(s) shall include all subcontractors as additional insured under its policies or Provider shall furnish to the County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 6.5 Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the County Attorney's office, whose decision shall be final. Such action shall not require a formal amendment to this Agreement, but may be made by administrative action.

7. DEFAULT AND TERMINATION

7.1 Events of Default Defined. The following shall be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by Provider to the County;

7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Provider's reasonable control;

7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the County;

7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the County as unsatisfactory or erroneous;

7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;

7.1.2.6 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and

7.1.2.7 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

7.2 Remedies. The following shall be remedies under this agreement.

7.2.1 Upon the occurrence of any Event of Default, the County may declare Provider in default under this Agreement. The County shall provide written notification of the Event of Default and any intention of the County to terminate this Agreement. Upon the giving of notice, the County may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;

7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;

7.2.1.3 The right to monetary damages;

- 7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;
 - 7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the County; and
 - 7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.
- 7.2.2 The County may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the County, and that if the County allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the County be deemed to waive or relinquish any of its rights under this Agreement.
- 7.3 Right to Offset. Any excess costs incurred by the County in the event of termination of this Agreement for default, or in the event the County exercises any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before termination of this Agreement for default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the County the balance upon written demand from the County.
- 8. GENERAL PROVISIONS
 - 8.1 Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
 - 8.2 Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Texas. Provider hereby submits itself to the original jurisdiction of those courts located within Williamson County, Texas.
 - 8.3 Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.
 - 8.4 Severability. If any part of this Agreement is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.

- 8.5 Assignment. This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be assigned by either the County or Provider without prior written consent of the other.
- 8.6 Conflict of Interest. Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest.
- 8.7 Authority to Contract. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder, and that it has taken all actions necessary to authorize entering into this Agreement.
- 8.8 Integration. This Agreement represents the entire understanding of County and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.
- 8.9 Non-appropriation. If the Commissioners Court does not appropriate funds to continue this Contract and pay for charges hereunder, the County may terminate this Contract at the end of the current fiscal period, or at the time that funds are no longer available to meet the County's payment obligations hereunder. The County agrees to give written notice of termination to the Provider at least sixty (60) days prior to any termination for a lack of funds and will pay to the Provider all approved charges incurred prior to Provider's receipt of such notice.
- 8.10 Subcontractors. This Agreement or any portion thereof shall not be subcontracted without the prior written approval of the County. No Subcontractor shall, under any circumstances, relieve Provider of its liability and obligation under this Agreement. The County shall deal through Provider and any Subcontractor shall be dealt with as a worker and representative of Provider. Provider assumes responsibility to the County for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the County and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.
- 8.11 Waiver. No failure to enforce any condition or covenant of this Agreement by the County shall imply or constitute a waiver of the right of the County to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor shall any waiver by the County of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

- 8.12 Discrimination. In the performance of this Agreement, the parties agree that they shall not discriminate or permit discrimination against any person because of age, sex, marital status, race, religion, color, or national origin.
- 8.13 Ownership of Information. Any drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, brochures, illustrations, copy, maps, graphics, slides, and documents prepared, assembled, drafted, or generated by the Provider in connection with this Agreement shall become the exclusive property of the County. Provider may keep copies of such documents for its records.
- 8.14 Successors and Assigns. This Agreement, and all the terms and provisions hereof, shall be binding upon and shall insure to the benefit of the County and Provider, and their respective legal representatives, successors, and assigns.
- 8.15 No Third Party Beneficiaries: This Agreement and all of its provisions are solely for the benefit of Provider and the County and are not intended to and shall not create or grant any rights, contractual or otherwise, to any third person or utility.
- 8.16 Survival of Covenants: Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

9. DISCLOSURE OF AGREEMENT; INTERLOCAL ARRANGEMENTS.

- 9.1 Disclosure of Agreement Terms. The terms and conditions of this Agreement may be disclosed by either party to other public agencies for the purpose of such other agencies purchasing services under this Agreement pursuant to an interlocal or cooperative arrangement with the County. In addition, Provider may disclose the terms and conditions of this Agreement in an effort to show that the terms offered to another public agency are fair and reasonable or to determine the best value. It is understood that the Provider shall not be precluded from disclosing the terms and conditions of its form of Service Agreement to any other third party at Swagit's sole discretion and for any reason.
- 9.2 Included Parties; Interlocal Agreement. Pursuant to any interlocal, intergovernmental, or other such cooperative agreement with the County, Provider will accept orders from, and will furnish the Provider's Software, Hardware, Professional Services, and Managed Services as outlined in the Proposal to any governmental agency or other public entity authorized by the County to use the Proposal, based upon substantially the same terms and conditions of this Agreement, with the exception of price schedules.
- 9.3 Political Subdivision Participation. The Provider agrees to supply, sell, and contract separately with other similar or related political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the County, based upon substantially the same terms and conditions of this Agreement, with the

exception of price schedules, in an effort to establish the terms and conditions as fair and reasonable.

10. RIGHT TO AUDIT

Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Provider agrees that The County shall have access during normal working hours to all necessary 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 Provider reasonable advance notice of intended audits.

11. DURATION


This Agreement shall become effective on and from the day and year executed by the parties, indicated below, and shall continue in force for an initial term of twelve (12) months, unless sooner terminated as provided above. All pricing is to remain firm during the contract period. This Agreement will automatically renew for additional one-year terms unless this Agreement is terminated by either party providing written notice of its intent to terminate the Agreement to the other party not less than sixty (60) days prior to the end of the then current term.

Williamson County



Honorable Dan A. Gattis, County Judge

Swagit Productions, LLC



Bryan R. Halley, President

Attest:

County Clerk

09-21-2015

Date of Execution:

EXHIBIT A
SCOPE OF WORK

Scope of Services – Exhibit A

EASE Solution

Built upon years of industry experience, Extensible Automated Streaming Engine (EASE) is a software framework comprised of foundation and extension modules that work together to automate many otherwise manually intensive tasks. This completely hands-off solution meets the current and future needs of your entity without creating any additional work for clerks or webmasters.

- **Video Capture and Encoding**

EASE Encoder records content according to your broadcast schedule and transfer the recorded audio/video to the Swagit Content Network via a secure connection, making it available for live and/or on-demand streaming.

- **Indexing and Cross Linking**

Using your published meeting agendas as a guide, Swagit's Managed Service Division (SMSD) index's the meetings without any additional work from client staff. SMSD will annotate your content by adding jump-to points with specific item headings, giving users the greatest flexibility to find the specific content they need. With these jump-to points, users can step through video by searching for or clicking specific items.

- **Agenda Management Integration**

If meeting packets or other related information is available online, SMSD will link them directly to the video player for easy access.

Swagit's EASE solution integrates with all Document/Agenda Management solutions.

- **Archiving**

Client audio/video can be stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN). Our standard packages include enough storage for approximately three full years of client meetings.

- **Presentation**

By navigating through the video library, users can view a list of meetings chronologically and once in a selected meeting you can unleash the power of the jump-to markers to search for specific points within individual audio/video clips.

- **Delivery**

In order to deliver on-demand content to end users in a format that is native to their computer's operating system, Swagit can deliver content in all major streaming video formats: HTML5, Flash, Windows Media, QuickTime and Real. Swagit is proud to support HTML5 and Flash as its default formats, which has proven itself as the format of choice from such vendors as YouTube, Google Video, Facebook, ABC and NBC/Universal.

EASE Solution

- **Monitoring**

Swagit is monitoring all aspects of the Swagit Content Network to ensure its health and availability. This monitoring extends to cover remote Swagit EASE Encoders deployed on client premises. In the rare event of trouble our engineers are promptly notified so that they may dispatch a swift response in accordance with our support procedures.

- **Statistics**

Swagit collates log files from our streaming servers monthly and processes them with the industry recognized Google Analytics. Google Analytics generates reports ranging from high-level, executive overviews to in depth quality of service statistics. These reports help to highlight growth trends and identify popular content.

- **Support**

Beyond our proactive monitoring and response, Swagit offers ongoing, 24/7 technical support for any issues our clients may encounter. While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble free operation of our EASE Encoders, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed. Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.



Investment-Streaming Video

Streaming Video Hardware

Item Description	Type	Up-front Cost
Hardware/Software/Provisioning	1U	\$495.00
Swagit Basic Encoder, Osprey 260e Video Capture Card with Simulstream Software, Microsoft Windows, OS Installation, Swagit EASE Tools, Encoder Software Installation, System Burn-in, Branded Video Library Design, Rackmount Kit, Branded Player Design, Remote Installation.		

Video Camera Hardware

Item Description	Monthly Cost
1 PTZ Camera and Installation Cost: Sony- EVI-D90- high quality CCD camera, Sony- WM-30B- Wall Mount for Sony EVI-D90, All Cables, Connectors necessary for installation, Labor required to install and provision.	\$3,995.00

Streaming Video Monthly Managed Services

Item Description	Monthly Cost
Package 2: Up To 50 Indexed Meetings per year (EASE) - Includes Media On-Demand, 24/7 LIVE Stream, and up to 120 hours of additional specialty content per year (No staff involvement—Hands Free).	\$795.00

Optional Services/Overages/Individual Pricing

Item Description	Cost
Each Additional Indexed On-Demand Meeting	\$150.00
Each Year of Meeting Storage Beyond 36 Month Window	\$180.00/year
Programming, Development or Design Implementation	\$120.00/hour

Commissioners Court - Regular Session

57.

Meeting Date: 09/20/2016

Awarding RFP 1605-078 Armored Courier Service

Submitted For: Max Bricka

Submitted By: Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP # 1605-078 Armored Courier Service for Williamson County to the only proposer Dunbar Armored as recommended by the evaluation committee.

Background

Purchasing solicited proposals for Armored Courier Services and received one response from Dunbar Armored. After the evaluation of the proposal by the evaluation committee determining that the received proposal met specifications it has been decided to award Dunbar Armored the contract for a 1 year period using option # 3 on the attached pricing spreadsheet.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Pricing Sheet](#)

[Evaluation Sheet](#)

[Contract](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Thomas Skiles

Final Approval Date: 09/15/2016

Reviewed By

Wendy Coco

Date

09/15/2016 11:05 AM

Started On: 09/15/2016 08:57 AM

Bid Option 1 = 10 Min premise Time and 10 items each day /with the exception of the two locations specifying 15 Items. Dunbar Armored Best and Final Offer Document 7/5/2016. Includes table with columns for Location on Bid Sheet, Location, Address, City, State, Zip, Schedule, Time, Time Tuesday, Time Wednesday, Time Thursday, Time Friday, Trip Charge, Total, Fuel 6.00%, Trip with Fuel, Monthly Charge, Liability, Items Per Trip Pickup, Min Per Pickup, Deposit Code 1 Brinks, Deposit Code 2 County Treasurer, Deposit Code 3 Health Department.

Bid Option 2 = 10 Min premise Time and 6 items each day /with the exception of the two locations specifying 15 Items. Dunbar Armored Best and Final Offer Document 7/5/2016. Includes table with columns for Location on Bid Sheet, Location, Address, City, State, Zip, Schedule, Time, Time Tuesday, Time Wednesday, Time Thursday, Time Friday, Trip Charge, Total, Fuel 6.00%, Trip with Fuel, Monthly Charge, Liability, Items Per Trip Pickup, Min Per Pickup, Deposit Code 1 Brinks, Deposit Code 2 County Treasurer, Deposit Code 3 Health Department.

Bid Option 3 = 6 Min premise Time and 6 items each day /with the exception of the two locations specifying 15 Items. Dunbar Armored Best and Final Offer Document 7/5/2016. Includes table with columns for Location on Bid Sheet, Location, Address, City, State, Zip, Schedule, Time, Time Tuesday, Time Wednesday, Time Thursday, Time Friday, Trip Charge, Total, Fuel 6.00%, Trip with Fuel, Monthly Charge, Liability, Items Per Trip Pickup, Min Per Pickup, Deposit Code 1 Brinks, Deposit Code 2 County Treasurer, Deposit Code 3 Health Department.

NAME: Armored Courier Services

Evaluation Criteria:	Maximum Score Points	Scoring Methodology Please select a Whole Number from the list provided for each question. (Decimal scoring or unlisted rating scores are not permitted)	Dunbar
Reliability of Personnel & Equipment What is the average tenure of Couriers, i.e., is there high turnover resulting in constant training issues? Describe the reliability of equipment, such as trucks and scanners, and what the Respondent will do in the event of a breakdown and the inability to start or complete a route.	10	10 = Significantly Exceeds Requirements 8 = Exceeds Requirements 6 = Meets ALL Requirements 4 = Marginally Meets Requirements 1 = Does not Meet Requirements	6
Schedule Consistency Will the scheduled stops be consistent from day to day, barring unforeseen issues? For example, if you stop at Location A between 9-11 AM, can we expect that same time frame each day?	10	10 = Significantly Exceeds Requirements 8 = Exceeds Requirements 6 = Meets ALL Requirements 4 = Marginally Meets Requirements 1 = Does not Meet Requirements	6
Proposed Courier Routing Provide a proposed schedule for Courier pickups and deliveries, to include number of routes, trucks, personnel involved. For example, will it be one route with one truck, multiple routes (if so how many).	10	10 = Significantly Exceeds Requirements 8 = Exceeds Requirements 6 = Meets ALL Requirements 4 = Marginally Meets Requirements 1 = Does not Meet Requirements	1
Process Williamson County uses tamper evident plastic deposit bags. Two types are used, both with scan capability. Describe your process of pickup and delivery as it pertains to the County requirement and as it pertains to the Respondent duties. Include any capability with scanning and tracking via electronic reporting.	30	30 = Significantly Exceeds Requirements 25 = Exceeds Requirements 20 = Meets ALL Requirements 10 = Marginally Meets Requirements 1 = Does not Meet Requirements	20
Contract Issue Resolution The County wants one point of contact to deal with concerning contract issues. Explain how issues will be dealt with and the timeliness we can expect in solving any problems that may arise.	10	10 = Significantly Exceeds Requirements 8 = Exceeds Requirements 6 = Meets ALL Requirements 4 = Marginally Meets Requirements 1 = Does not Meet Requirements	6
Total Proposed Price Considering the requirements previously listed, provide services on a daily basis at reasonable cost. Prefer a monthly base amount with deductions for days in which service was not provided as a result of Respondent issues (truck breakdowns, lack of personnel, etc). County Holidays, County weather days, Acts of God are exceptions. A base price with add-ons is not desired and will receive less favorable consideration which will be calculated into the final score.	30	Point value calculation for price = Low bid divided by the bid then multiplied by the points (decimals allowed for this criteria only)	30
Total Evaluation Points	100	Total	69

7/19/16

EVALUATION COMMITTEE SIGNATURES
 NAME: Jerry Spaul
 SIGNATURE: [Signature]
 NAME: Judy Biehl
 SIGNATURE: [Signature]
 NAME: _____
 SIGNATURE: _____

NAME: _____
 SIGNATURE: _____
 NAME: Blake Stiles
 SIGNATURE: [Signature]
 NAME: Orenda Tucker
 SIGNATURE: [Signature]

non-voting

**DUNBAR ARMORED, INC.
SERVICE CONTRACT #48000883**

CONTRACT executed September 7, 2016 by and between:

- | | |
|--|---|
| <p>1. DUNBAR ARMORED, INC. ("DUNBAR") and
50 SCHILLING ROAD
HUNT VALLEY, MD 21031</p> | <p>2. WILLIAMSON COUNTY ("CUSTOMER")
TREASURY OFFICE
710 MAIN STREET SUIT 105
GEORGETOWN, TX 78626</p> |
|--|---|

WITNESSETH

DUNBAR agrees, subject to the Terms and Conditions of the Contract, that it will accept and issue a receipt for sealed and locked containers, containing currency, coin, checks, securities, or any other valuable item(s) from the listed CUSTOMER location(s) and deliver such containers in like condition, against receipt to the listed depository, and/or to accept from the listed depository sealed and locked containers for delivery to the listed CUSTOMER location(s) in like condition and against receipt therefore.

SCHEDULE OF SERVICE AND SERVICE RATES

Service Location(s):

#	Location
1	JUSTICE OF THE PEACE #4 211 W 6TH ST TAYLOR, TX 76574

Services	Service Days (See Legend)							Maximum Shipments	Depository(ies)	Schedule of Rates	
	Su	M	Tu	W	Th	F	Sa				
Deposit Pickup		WK	WK	WK				Cash \$50,000	Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626	Per Month Per Location Per Holiday Trip Per \$1000 Over Stated Max Amt Per Item Over 6 Items Per Trip Per Minute Over 6 On Premises	\$315.35 \$75.00 \$0.28 \$1.00 \$2.50

Service Location(s):

#	Location
2	WC JUSTICE CENTER 405 MLK JR. BLVD GEORGETOWN, TX 78626
3	WC SHERIFF'S OFFICE 508 ROCK STREET GEORGETOWN, TX 78626

Services	Service Days (See Legend)							Maximum Shipments	Depository(ies)	Schedule of Rates	
	Su	M	Tu	W	Th	F	Sa				
Deposit Pickup		WK	WK	WK	WK	WK		Cash Per Location \$50,000	Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721 Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626	Per Month Per Location Per Holiday Trip Per \$1000 Over Stated Max Amt Per Item Over 15 Items Per Trip Per Minute Over 6 On Premises	\$524.70 \$75.00 \$0.28 \$1.00 \$2.50

This Contract shall be effective October 1, 2016, and shall serve as a temporary contract for a maximum period of thirty (30) days. Upon countersignature by an executive officer at DUNBAR's Headquarters, this Contract becomes a final Contract and shall remain effective in full force and effect for one (1) year with two (2) optional one (1) year renewals. Subject to the right of termination upon either party giving the other party written notice of such intention at least ninety (90) days prior to any anniversary date.

THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE HEREOF.

DUNBAR ARMORED, INC.

WILLIAMSON COUNTY

Signed by: Sean Deome – AE – Code #4806

Customer Signature Authorization

Countersigned by: Seth R. McElroy
Senior VP Administration

Print or Type Name & Title

Service Days Frequency Legend

WK Weekly
OC On Call

Attachments

The Following Attachments are Hereby Incorporated in the Contract:

- | | |
|---|---|
| <input type="checkbox"/> Schedule of Service | <input type="checkbox"/> Deposit Verification Rider |
| <input checked="" type="checkbox"/> Pricing Information Sheet | <input checked="" type="checkbox"/> Exhibit A & B |



TERMS AND CONDITIONS

1. DUNBAR represents that it carries insurance with a responsible insurance company covering its liability as stated in this Contract for loss of or damage to property consigned to it hereunder and that it carries insurance which, subject to the terms and limits of the Contract or Contracts pertaining thereto, covers liability to third persons for damage incurred to them by reason of accidents for which DUNBAR is legally responsible and DUNBAR agrees to keep such insurance in force during the full life of this Contract.
2. The maximum liability for any cargo loss for property consigned to DUNBAR hereunder shall be the lesser sum of the liability assumed in this Contract as stated on the Schedule of Service and Service Rates, the value as stated in DUNBAR'S receipt for the sealed bags, packages or cassettes (containers) accepted or the actual cash value of any property lost or damaged. DUNBAR shall not be liable for any special, consequential or incidental losses or damage, including loss of interest, under any theory of liability.
3. Responsibility of DUNBAR for containers under this Contract shall begin when said containers have been accepted and receipted for by an AUTHORIZED EMPLOYEE of DUNBAR. Responsibility of DUNBAR for containers under this Contract shall end when said containers have been accepted and receipted for by the consignee or upon return to the shipper. If for any reason delivery to the consignee may not be completed, the said containers shall be returned to shipper. DUNBAR uses sophisticated scanners with barcode technology and tracking capability. It is understood and agreed that DUNBAR retains the right to provide CUSTOMER access to electronic signatures in lieu of hard copy receipts.
4. CUSTOMER agrees that all shipments of monies, notes, securities and other valuable property shall be contained in securely locked or sealed containers at the time of delivery to DUNBAR. DUNBAR shall not be obligated to receive any container not properly locked or sealed to its satisfaction. In the event that any container delivered to DUNBAR is not properly locked or sealed to its satisfaction, DUNBAR shall under no circumstances be liable or responsible for any shortage claimed with respect to the contents of such container. CUSTOMER further agrees that DUNBAR shall not be liable for any mysterious disappearance of, shortage of, or damage to the contents of any container unless the container was properly sealed at the time of delivery to DUNBAR and shows evidence of tampering at the time DUNBAR delivers said container to the consignee and the consignee immediately notes in writing the evidence of tampering on DUNBAR'S receipt document. Absent notation on DUNBAR'S receipt document by the consignee at the time of receipt, DUNBAR shall have no liability to CUSTOMER for sealed containers received by the consignee.
5. CUSTOMER agrees to maintain a complete record as to maker and amount of all checks placed in any shipment given to DUNBAR and in case of loss, or damage, to promptly, diligently and completely cooperate with DUNBAR in the identification and replacement of lost, destroyed or stolen checks contained in any such shipment. Complete cooperation shall include, but not be limited to, requests by CUSTOMER to makers of the missing checks to issue duplicates and in the event the makers refuse to do so, then to assert all its legal and equitable rights against said makers or to subrogate such rights to DUNBAR and its assigns. DUNBAR'S liability in the event of loss, destruction or theft of checks shall in all events be limited to payment for the reconstruction of such checks. Notwithstanding the foregoing, reconstruction cost shall be limited to \$25,000 per occurrence.
6. Upon discovery of a claim for loss or damage under this Contract, CUSTOMER shall promptly report the same to the appropriate police authorities and shall maintain and preserve all evidence. Within ten (10) days after discovery of any loss, but in no event more than thirty (30) days after delivery to DUNBAR of the funds, securities, instruments and/or valuable articles in connection with such claim is asserted, CUSTOMER shall give notice of claim in writing to DUNBAR. If the CUSTOMER fails to comply with the conditions of this paragraph 6, CUSTOMER agrees that all claims against DUNBAR relating to the lost or damaged items are deemed to be waived and released. Within thirty (30) days after the giving of written notice of any claim for loss or damage under this Contract, CUSTOMER shall furnish to DUNBAR detailed written proof of such loss or damage in form satisfactory to DUNBAR'S insurer. CUSTOMER agrees to cooperate with and assist DUNBAR'S insurer in its adjustment of any loss. No action, suit or other proceeding to recover from any such loss or damage shall be maintained against DUNBAR unless CUSTOMER complies with all of the terms and conditions of this Contract, and unless such proceeding is commenced within twelve (12) months of the day of receipt by DUNBAR of the funds, securities, instruments and/or valuable articles with respect to which such suit, action or proceeding shall be brought. If it is determined that any of the provisions of this paragraph are invalid, then the notice requirements and the time for suit stated herein shall be the shortest limit of time allowable under applicable law. This Contract and all claims hereunder will be governed by the laws of the State of Maryland, and all claims, suits, or proceedings brought against DUNBAR to recover for loss or damage must be brought in a court within the jurisdiction of the State of Maryland.
7. It is expressly agreed by the CUSTOMER that the provisions of this Contract dealing with the total aggregate value to be accepted by DUNBAR from the CUSTOMER for delivery to the Depository, or from the Depository for delivery to the CUSTOMER, may not be waived or amended by any employee or agent of DUNBAR, except with the written consent of a corporate officer of DUNBAR. DUNBAR will not be liable for loss or damage to property or money consigned to it in excess of the maximum liability which DUNBAR agrees to accept for consignment under this Contract as stated in the Schedule of Service and Service Rates, unless this Contract has an Excess Liability clause. CUSTOMER understands that additional liability coverage is available and can be adjusted by Endorsement to this Contract. Changes in liability may result in adjustment of fees.
8. It is understood and agreed that DUNBAR shall not be responsible for any loss or damage caused by hostile or warlike action or any governmental seizure or by atomic weapons, nuclear reaction or radiation or radioactive contamination, whether controlled or uncontrolled, whether such loss be direct or indirect, proximate or remote. The phrase "hostile or warlike action or governmental seizure" is understood by CUSTOMER and DUNBAR to incorporate the provisions of the War Exclusion Clause adopted by the Inland Marine Underwriters and filed by the Inland Marine Insurance Bureau in all states.
9. DUNBAR shall not be liable for nonperformance or delays not caused by its fault or neglect, or for nonperformance or delays caused by strikes, riots, insurrection, acts of God or the public enemy, or means beyond its control.
10. In the event CUSTOMER issues a purchase order or other similar document in connection with the service to be provided in accordance with the Contract, it shall be for CUSTOMER'S internal purposes only and, therefore, even if it is acknowledged by DUNBAR, the terms and conditions of such document will have no effect on this Contract and the terms and conditions of this Contract shall nevertheless be controlling.
11. DUNBAR makes no warranties, express or implied, and expressly disclaims any and all warranties, except as stated herein.
12. 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.
13. DUNBAR shall have the right to increase the charges provided for herein at any time after the expiration of one (1) year from the effective date of this Contract upon giving CUSTOMER written notice thirty (30) days in advance of such increase. Notwithstanding the foregoing, the rates for service may be increased in interim periods before the expiration of one (1) year from the effective date of this Contract and with reasonable written notice to CUSTOMER if there is a change in economic conditions arising out of any energy (fuel) or insurance crisis which causes an appreciable increase in DUNBAR'S cost of performing services under this Contract.
14. The provisions of this Agreement shall be binding upon the respective successors and assigns of the parties hereto, including any successor by way of any merger, consolidation, reorganization or other transaction involving any party hereto and/or its affiliates.
15. DUNBAR agrees to provide CUSTOMER with a receipt book and an initial supply of scanning cards at no cost to the CUSTOMER. Replacement receipt books and scanning cards will be provided at DUNBAR'S standard fees for such supplies.
16. CUSTOMER agrees that CUSTOMER has NO right to offset amounts owed to DUNBAR.
17. CUSTOMER understands and agrees that DUNBAR is entering this Contract to provide services outlined herein subject to the terms and conditions stated above. DUNBAR accepts the duties and responsibilities of this Contract only with the acceptance of and compliance with the terms and conditions stated above. Any claims made by CUSTOMER must be subject to these conditions, whether filed under contract, tort, warranty, strict liability, bailment, conversion, or any other theory of liability.

Any changes to the above Terms and Conditions are subject to approval of DUNBAR'S executive management at its Headquarters.

DUN162REV.09/12

DUNBAR ARMORED, INC. SERVICE CONTRACT #48000883

Schedule of Service (continued)281400

Service Location(s):

#	Location
4	WC TAX ASSESSOR 904 MAIN STREET GEORGETOWN, TX 78626

Services	Service Days (See Legend)							Maximum Shipments	Depository(ies)	Schedule of Rates
	Su	M	Tu	W	Th	F	Sa			
Deposit Pickup		WK	WK	WK	WK	WK		Cash \$50,000	Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721 Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626	Per Month Per Location \$384.78 Per Holiday Trip \$54.00 Per \$1000 Over Stated Max Amt \$0.28 Per Item Over 6 Items Per Trip \$1.00 Per Minute Over 6 On Premises \$2.50
Change Order Delivery		OC	OC	OC	OC	OC		Change Order \$5,000	Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721	Included in Monthly Rate \$0.00

Service Location(s):

#	Location
5	WILLIAMSON COUNTY ANNEX 350 DISCOVERY BLVD CEDAR PARK, TX 78613

Services	Service Days (See Legend)							Maximum Shipments	Depository(ies)	Schedule of Rates
	Su	M	Tu	W	Th	F	Sa			
Deposit Pickup		WK	WK	WK	WK	WK		Cash \$50,000	Wc Health District Vault 312 Main St Georgetown, Tx 78626 Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626 Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721	Per Month Per Location \$384.78 Per Holiday Trip \$75.00 Per \$1000 Over Stated Max Amt \$0.28 Per Item Over 6 Items Per Trip \$1.00 Per Minute Over 6 On Premises \$2.50
Change Order Delivery		OC	OC	OC	OC	OC		Change Order \$5,000	Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626 Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721	Included in Monthly Rate \$0.00

Service Location(s):

#	Location
6	WILLIAMSON COUNTY ANNEX 412 VANCE STREET TAYLOR, TX 76574

Services	Service Days (See Legend)							Maximum Shipments	Depository(ies)	Schedule of Rates
	Su	M	Tu	W	Th	F	Sa			
Deposit Pickup		WK	WK	WK	WK	WK		Cash \$50,000	Wc Health District Vault 312 Main St Georgetown, Tx 78626 Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626 Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721	Per Month Per Location \$384.78 Per Holiday Trip \$54.00 Per \$1000 Over Stated Max Amt \$0.28 Per Item Over 6 Items Per Trip \$1.00 Per Minute Over 6 On Premises \$2.50
Change Order Delivery		OC	OC	OC	OC	OC		Change Order \$5,000	Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626 Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721	Included in Monthly Rate \$0.00

Dunbar The Most Trusted Name In Security



Customer's Initials _____

Pricing Information Sheet

- Dunbar's liability in the event of loss or damage to checks shall be limited to all reasonable costs incurred by the Customer in reconstructing and obtaining replacement checks. Dunbar shall reimburse Customer for all labor expense, postage, telephone calls, stop payment fees, and any other reasonable costs directly related to reconstruction and obtaining replacement checks. Dunbar's liability shall not exceed the amount of twenty-five thousand dollars (\$25,000), including an amount not to exceed five thousand dollars (\$5,000) for checks that cannot be reconstructed.
- Deposits will be delivered to Wells Fargo, Austin, the next business day.
- Dunbar's pricing does not include supplying tamper evident bank bags. Security bags are available for purchase from Dunbar Security Products at 800-766-9145.
- Due to the nature of our business armored car routes are subject to change for a variety of reasons including but not limited to traffic and weather conditions as well as road and security issues.
- Dunbar's pricing assumes that our personnel can be armed at all times in the performance of their duties.

DUNBAR ARMORED, INC. SERVICE CONTRACT #48000883

Schedule of Service (continued)281400

Service Location(s):

#	Location	#	Location
7	WILLIAMSON COUNTY ANNEX 301 SE INNER LOOP GEORGETOWN, TX 78626	11	WILLIAMSON COUNTY ANNEX 1801 E OLD SETTLERS BLVD. ROUND ROCK, TX 78664

Services	Service Days (See Legend)							Maximum Shipments	Depository(ies)	Schedule of Rates		
	Su	M	Tu	W	Th	F	Sa					
Deposit Pickup		WK	WK	WK	WK	WK		Cash Per Location	\$50,000	Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626 Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721	Per Month Per Location Per Holiday Trip Per \$1000 Over Stated Max Amt Per Item Over 6 Items Per Trip Per Minute Over 6 On Premises	\$384.78 \$75.00 \$0.28 \$1.00 \$2.50
Change Order Delivery		OC	OC	OC	OC	OC		Change Order Per Location	\$5,000	Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626 Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721	Included in Monthly Rate	\$0.00

Service Location(s):

#	Location
8	WILLIAMSON COUNTY COURTHOUSE 710 MAIN STREET GEORGETOWN, TX 78626

Services	Service Days (See Legend)							Maximum Shipments	Depository(ies)	Schedule of Rates		
	Su	M	Tu	W	Th	F	Sa					
Deposit Pickup		WK	WK	WK	WK	WK		Cash	\$50,000	Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721	Per Month Per Location Per Holiday Trip Per \$1000 Over Stated Max Amt Per Item Over 6 Items Per Trip Per Minute Over 6 On Premises	\$384.78 \$54.00 \$0.28 \$1.00 \$2.50
Change Order Delivery		OC	OC	OC	OC	OC		Change Order	\$5,000	Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626 Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721	Included in Monthly Rate	\$0.00

Service Location(s):

#	Location
9	HEALTH DEPARTMENT RR 211 COMMERCE COVE ROUND ROCK, TX 78664

Services	Service Days (See Legend)							Maximum Shipments	Depository(ies)	Schedule of Rates		
	Su	M	Tu	W	Th	F	Sa					
Deposit Pickup		WK		WK		WK		Cash	\$50,000	Wc Health District Vault 312 Main St Georgetown, Tx 78626	Per Month Per Location Per Holiday Trip Per \$1000 Over Stated Max Amt Per Item Over 6 Items Per Trip Per Minute Over 6 On Premises	\$254.93 \$54.00 \$0.28 \$1.00 \$2.50

Dunbar The Most Trusted Name In Security



Customer's Initials _____

EXHIBIT A
Exceptions and Clarifications
Dunbar Armored, Inc. – Williamson County, Texas

Page 11, 3.3.8 Termination:

"a) Termination for Cause: Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Respondent breaches any of the RFP Specifications, Terms and Conditions, including warranties of Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided herein. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements."

Page 11, 3.2.9 Non-Performance:

"It is the objective of Williamson County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction. In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent."

Dunbar Armored requests that notification regarding substandard performance be escalated to senior management for review and resolution. We ask that a minimum notice of 30 days be provided for Dunbar Armored to investigate and resolve any service issues.

If the County is ever dissatisfied with the services provided by Dunbar Armored the County has the right with 30 day notice to cancel this agreement. Any subsequent arrangements for armored car service would be the sole responsibility and liability of the County. Dunbar Armored will not be responsible for any costs incurred by the County.

The County will not be charged for any service that Dunbar Armored fails to provide. The County does not have the right to deduct amounts from any amounts that are due to Dunbar Armored.

Page 12, 3.2.15 Waiver of Subrogation:

"Successful Respondent and Successful Respondent ' s insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent ' s performance under this Contract and any ensuing Agreement".

Dunbar Armored would request that each party under this contract accept responsibility for their own actions under the terms of this agreement. We would prefer to not waive our right to subrogation and are willing to discuss this requirement.

Page 15, 3.2.34 Payment:

DUNBAR ARMORED, INC. SERVICE CONTRACT #48000883

Schedule of Service (continued)281400

Service Location(s):

#	Location
10	WC HEALTH DISTRICT 312 MAIN ST GEORGETOWN, TX 78626

Services	Service Days (See Legend)							Maximum Shipments	Depository(ies)	Schedule of Rates	
	Su	M	Tu	W	Th	F	Sa				
Deposit Pickup		WK		WK		WK		Cash \$50,000	Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721 Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626	Per Month Per Location Per Holiday Trip Per \$1000 Over Stated Max Amt Per Item Over 6 Items Per Trip Per Minute Over 6 On Premises	\$254.93 \$75.00 \$0.28 \$1.00 \$2.50

Service Location(s):

#	Location
12	WC JUVENILE FACILITY 1821 SE INNER LOOP GEORGETOWN, TX 78626
13	WC MAINTENANCE FACILITY 3151 SE INNER LOOP GEORGETOWN, TX 78626

Services	Service Days (See Legend)							Maximum Shipments	Depository(ies)	Schedule of Rates	
	Su	M	Tu	W	Th	F	Sa				
Deposit Pickup			WK			WK		Cash Per Location \$50,000	Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721 Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626	Per Month Per Location Per Holiday Trip Per \$1000 Over Stated Max Amt Per Item Over 6 Items Per Trip Per Minute Over 6 On Premises	\$186.03 \$54.00 \$0.28 \$1.00 \$2.50

Service Location(s):

#	Location
14	WC REGIONAL ANIMAL SHELTER 1855 SE INNER LOOP GEORGETOWN, TX 78626

Services	Service Days (See Legend)							Maximum Shipments	Depository(ies)	Schedule of Rates	
	Su	M	Tu	W	Th	F	Sa				
Deposit Pickup			WK			WK		Cash \$50,000	Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626	Per Month Per Location Per Holiday Trip Per \$1000 Over Stated Max Amt Per Item Over 6 Items Per Trip Per Minute Over 6 On Premises	\$186.03 \$75.00 \$0.28 \$1.00 \$2.50

Service Location(s):

#	Location
16	SOUTHWEST REGIONAL PARK 219 PERRY MAYFIELD LEANDER, TX 78641

Services	Service Days (See Legend)							Maximum Shipments	Depository(ies)	Schedule of Rates	
	Su	M	Tu	W	Th	F	Sa				
Deposit Pickup			WK			WK		Cash \$50,000	Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626 Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721	Per Month Per Location Per Holiday Trip Per \$1000 Over Stated Max Amt Per Item Over 6 Items Per Trip Per Minute Over 6 On Premises	\$429.30 \$54.00 \$0.28 \$1.00 \$2.50

Dunbar The Most Trusted Name In Security



Customer's Initials _____

EXHIBIT A
Exceptions and Clarifications
Dunbar Armored, Inc. – Williamson County, Texas

"County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Successful Respondent, County shall notify Successful Respondent of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Successful Respondent, Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by

Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date. As a minimum, invoices shall include:

- Name, address, and telephone number of Successful Respondent and similar information in the event the payment is to be made to a different address
- County contract, Purchase Order, and/or delivery order number
- Identification of items or service as outlined in the Contract
- Quantity or quantities, applicable unit prices, total prices, and total amount
- Any additional payment information which may be called for by the Contract"

Please note that Dunbar Armored invoices will not include the following: Identification of items or service as outlined in the Contract.

Page 23, Insurance Requirements:

"By signing its Proposal, the Successful Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Successful Respondent's cost, insurance in accordance with this provision.

Successful Respondent will be required to submit Certificates of Insurance within ten (10) calendar days after receipt of written notification of award of contract and prior to beginning work on the project.

Updated Certificates of Insurance will be requested before the execution of any contract renewals.

All certificates of insurance coverage as specified below must be provided to the following individual prior to beginning work:

Williamson County Purchasing Department 901 S Austin Ave.
Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Respondent and County.

The following coverage limits shall be required at a minimum:

Worker's Compensation In Accordance with Texas Law Commercial General Liability Insurance
Combined Single Limit \$1,000,000 Per Occurrence

DUNBAR ARMORED, INC. SERVICE CONTRACT #48000883

Schedule of Service (continued)281400

Service Location(s):

#	Location
17	CENTRAL TEXAS TREATMENT CENTER 601 N ALLIGATOR ST, GRANGER, TX 76530

Services	Service Days (See Legend)							Maximum Shipments	Depository(ies)	Schedule of Rates		
	Su	M	Tu	W	Th	F	Sa					
Deposit Pickup				WK				Cash	\$50,000	Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626	Per Month Per Location	\$229.49
										Wells Fargo Bank Central Cash Vault 1400 Smith Road Austin, Tx 78721	Per Holiday Trip	\$75.00
											Per \$1000 Over Stated Max Amt	\$0.28
											Per Item Over 6 Items Per Trip	\$1.00
											Per Minute Over 6 On Premises	\$2.50

Service Location(s):

#	Location
22	WILLIAMSON COUNTY EXPO CENTER 210 CALOS G PARKER BLVD NW TAYLOR, TX 76574

Services	Service Days (See Legend)							Maximum Shipments	Depository(ies)	Schedule of Rates		
	Su	M	Tu	W	Th	F	Sa					
Deposit Pickup				WK			WK	Cash	\$50,000	Williamson County Treasurer 710 Main Street Suite 105 Georgetown, Tx 78626	Per Month Per Location	\$186.03
											Per Holiday Trip	\$75.00
											Per \$1000 Over Stated Max Amt	\$0.28
											Per Item Over 6 Items Per Trip	\$1.00
											Per Minute Over 6 On Premises	\$2.50

DUNBAR agrees to provide CUSTOMER with a receipt book and an initial supply of scanning cards at no cost to the CUSTOMER. Replacement receipt books and scanning cards will be provided at DUNBAR's standard fees for such supplies.

Excess declared amounts will be transported at the rate stated above per thousand. It is understood and agreed that CUSTOMER will notify DUNBAR prior to said amounts being shipped. This notification may take place at the point when the DUNBAR guard signs for said shipment and its "said to contain" value. DUNBAR's liability for excess cash and checks shall remain consistent with the terms and conditions as set forth in the Contract. Excess cash will be fully insured; checks will be subject to reconstruction.

Holidays: On Call
Excluding: New Year's, Easter, Thanksgiving, Christmas

Texas License #B06573 Issued By: Texas Board of Private Investigators and Private Security Agencies
313 East Anderson Lane, Suite 200, Austin, TX 78752 / (512) 463-5545

The Most Trusted Name In Security

Dunbar



Customer's Initials

EXHIBIT A
Exceptions and Clarifications
Dunbar Armored, Inc. – Williamson County, Texas

Comprehensive Automobile Liability \$1,000,000 Per Occurrence

Employers Liability \$1,000,000/\$500,000/\$100,000

Excess Liability Umbrella \$4,000,000 Per Occurrence Successful Respondent's property will not be covered by any insurance that may be carried by Williamson County. Successful Respondent assumes the risk of loss on its contents and property that are situated on/in/around Williamson County property. The Successful Respondent is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Respondent.

The deductible for an insurance policy required hereunder shall not exceed \$100,000. Williamson County shall be named as an additional insured under any policy of insurance required hereunder.

Successful Respondent shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Respondent shall not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent or its subcontractor(s) hereunder.

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Successful Respondent shall furnish County with a certificate of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse.

ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

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

Dunbar requests that the below language be removed as this does not reflect Dunbar's deductible amount:

~~The deductible for an insurance policy required hereunder shall not exceed \$100,000~~

Dunbar requests that the following language be adjusted:

Williamson County Language: ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

Dunbar's feedback: Dunbar will provide the County with at least a 10 days' notice, however our carrier will not hold any decisions on the basis of a customer needing advanced notice. The carrier will give our customer notice if there are any material changes.

3.0 RESPONSE FORMAT AND SUBMISSION

3.1 Introduction

Each Proposal submitted in response to this RFP should clearly reference those numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow Williamson County staff to efficiently evaluate all submitted Proposals, Williamson County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non-requested information.

Please provide your Proposal response using:

- 8 ½" x 11" pages, inclusive of any cover letter or supporting materials;
- The least amount of plastic/laminate or other non-recyclable binding materials; and
- Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at County's sole discretion, result in disqualification.

Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal.

All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

3.2 Organization of Proposal Contents and Table of Contents

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the Proposal. Additionally, the table of contents should clearly identify and denote the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

1. Transmittal Letter
2. Table of Contents
3. Executive Summary
4. Proposal Response to Criteria (see Specifications & Cost Proposal, Experience and Qualifications, References, Implementation Strategy)
5. Price Sheet
6. References: Identification of three (3) references within the last 4 years for which the Respondent is providing or has provided the goods and services (public sector) of the type requested, including the name, position, and telephone number of a contact person at each entity
7. Conflict of Interest Questionnaire
8. Proposal Affidavit and Addenda Acknowledgement
9. Signature Page
10. Attach your entities Sample Contract



6.2.5 Funding

County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Respondents understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under the Contract.

6.2.6 Assignment, Successors and Assigns

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County Commissioners Court. The Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the contracting parties and their respective successors and permitted assigns.

6.2.7 Implied Requirements

Products and services not specifically described or required in the RFP, but which are necessary to provide the functional capabilities described by the Respondent, shall be deemed to be implied and included in the Proposal.

6.2.8 Termination

- A. **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Respondent breaches any of the RFP Specifications, Terms and Conditions, including warranties of Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided herein. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements.
- B. **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon ninety (90) calendar day's written notice to Successful Respondent. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

6.2.9 Non-Performance

It is the objective of Williamson County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to Williamson County's satisfaction.

3.3 Transmittal Letter

The Respondent should submit a Transmittal Letter that provides the following:

- a) Name and address of individual or business entity submitting the Proposal
- b) Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.)
- c) Place of incorporation or organization, if applicable
- d) Name and location of major offices and other facilities that relate to the Respondent's performance under the terms of this RFP
- e) Name, address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP
- f) The Respondent's Federal Employer Identification Number
- g) A commitment by the Respondent to provide the services required by Williamson County
- h) A statement that the Proposal is valid for ninety (90) calendar days from the deadline for submittal of Proposals to Williamson County (any Proposal containing a term of less than ninety (90) calendar days for acceptance, may at Williamson County's sole discretion, be rejected as non-responsive.)

If the Proposal being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

3.4 Executive Summary

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary must represent a full and concise summary of the contents of the Proposal.

The Executive Summary should not include any information concerning the cost of the Proposal.

The Respondent should identify any services and/or goods that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the services specifically required may, at Williamson County's sole discretion, result in disqualification of the Proposal.

The Respondent also should indicate why it believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience in and understanding required in order to carry out the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key contacts and a telephone number. The Respondent should briefly state why it believes its proposed services and/or goods best meet Williamson County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its services and/or goods in any relevant area not covered elsewhere in its Proposal.



In the event of such non-performance, Williamson County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If Williamson County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse Williamson County, within ten (10) calendar days of demand, for all costs incurred by Williamson County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein.

In the event the Successful Respondent refuses to reimburse Williamson County as set out in this provision, County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

6.2.10 Proprietary Information and Texas Public Information Act

All material submitted to Williamson County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary.

Williamson County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, Williamson County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with 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 Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

6.2.11 Right to Audit

Successful Respondent agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the Contract and/or the ensuing Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Successful Respondent, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Successful Respondent agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Successful Respondent reasonable advance notice of intended audits.

3.5 Conflict of Interest

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

As of January 1, 2006, Respondents are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the Williamson County website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this RFP.

Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor, with any employee or official of Williamson County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed.

Failure to disclose any such relationship or reveal personal relationships with Williamson County employees or officials may be cause for termination. Williamson County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement in accordance with this RFP.

Conflict of Interest Statement must be submitted with Proposal. Proposal will not be deemed complete without this form.

3.6 Certificate of Interested Parties

As of January 1, 2016, Respondents are responsible for complying with the Texas Government Code Section 2252.908. The law states that Williamson County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to Williamson County at the time the Respondent submits the signed contract to Williamson County.

The disclosure requirement applies to any contract of Williamson County entered into on or after January 1, 2016 that either:

1. requires an action or vote by the Commissioners Court (all contracts that fall under the jurisdiction of Commissioners Court approval such as contracts resulting from an IFB, RFP, RFQ etc. excluding but not limited to certain Juvenile Services contracts, contracts funded with Sheriff's seized funds monies etc.) before the contract may be signed; OR
2. has a value of at least \$1,000,000.

Note: the majority of contracts with Williamson County require approval by the Commissioners Court; this form will most likely be required to be supplied.



6.2.12 Inspections and Testing

Williamson County reserves the right to inspect and test equipment, supplies, material(s) and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, Williamson County can deem the Respondent to be in breach and terminate the Contract and/or any ensuing Agreement(s).

6.2.13 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Respondents for any expense incurred in preparing a Proposal in response to this RFP and Williamson County will not reimburse Respondents for such expenses.

6.2.14 Indemnification

SUCCESSFUL RESPONDENT SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE RESPONDENT'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SUCCESSFUL RESPONDENT ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. SUCCESSFUL RESPONDENT FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL RESPONDENT'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

SUCCESSFUL RESPONDENT SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, WITHIN 30 DAYS; PROVIDE WILLIAMSON COUNTY WITH NOTIFICATION. SUCCESSFUL RESPONDENT'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS OCCURING DURING THE COURSE OF THIS AGREEMENT.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, RESPONDENT SHALL NEVER-THE-LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF RESPONDENT ARE NOT AT ISSUE IN THE MATTER. TO THE EXTENT AUTHORIZED UNDER TEXAS LAW, IN THE EVENT THE ACTS OR OMISSIONS OF RESPONDENT ARE NOT AT ISSUE, WILLIAMSON COUNTY AGREES TO REIMBURSE RESPONDENT FOR ALL REASONABLE COSTS INCURRED IN DEFENDING SUCH CLAIM THAT HAVE BEEN INCURRED PRIOR TO THAT DETERMINATION. THIS OBLIGATION TO INDEMNIFY AND DEFEND SHALL NOT APPLY TO ANY CLAIM CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY.

On January 1, 2016, the Texas Ethics Commission made available on its website a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

1. use the online application to process the required information on Form 1295;
2. print a copy of the form which will contain a unique certification number;
3. an authorized agent of the Respondent must sign the printed copy of the form;
4. have the form notarized; and
5. the completed Form 1295 and Certification of Filing must be filed (emailing a scanned form is sufficient) with Williamson County at the time the signed contract is submitted for Commissioners Court approval.

After Commissioners Court award of the contract, Williamson County must notify the Commission, using the commission's filing application, of the receipt of the filed Form 1295 and Certification of Filing not later than the 30th day after the date the contract binds all parties to the contract.

The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.

3.7 Ethics

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

3.8 Delivery of Proposals

Williamson County uses BidSync to distribute and receive bids and proposals Bids can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

If mailed or delivered in person, Proposals and Proposal Addenda are to be delivered in a sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFP to:

**Williamson County Purchasing Department
Attn: PROPOSAL NAME AND NUMBER
901 S. Austin Ave
Georgetown, TX 78626**

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent. Williamson County will not accept any responsibility for Proposals being delivered by third party carriers. If submitting hard copy, Respondent should submit **one (1) original, two (2) paper copies, and one (1) USB** copy of the Proposal.

Proposals will be opened publicly in a manner to avoid public disclosure of content; however, names of Respondents will be read aloud. Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "**Sealed Bid Enclosed**".



SUCCESSFUL RESPONDENT'S INDEMNIFICATION SHALL COVER, AND SUCCESSFUL RESPONDENT AGREES TO INDEMNIFY WILLIAMSON COUNTY, IN THE EVENT WILLIAMSON COUNTY IS FOUND TO HAVE BEEN NEGLIGENT FOR HAVING SELECTED SUCCESSFUL RESPONDENT TO PERFORM THE WORK DESCRIBED IN THIS REQUEST. THE PROVISION BY SUCCESSFUL RESPONDENT OF INSURANCE SHALL NOT LIMIT THE LIABILITY OF SUCCESSFUL RESPONDENT UNDER THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

6.2.15 Waiver of Subrogation

Successful Respondent and Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any ensuing Agreement.

6.2.16 Relationship of the Parties

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give Williamson County the right to direct the Successful Respondent as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Successful Respondent shall follow the desires of Williamson County in the results of the work only. Williamson County shall not retain or have the right to control the Successful Respondent's means, methods or details pertaining to the Successful Respondent's performance of the work.

Williamson County and the Successful Respondent hereby agree and declare that the Successful Respondent is an Independent Contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of Williamson County, and that the Successful Respondent and its employees, agents and sub-contractors shall not be entitled to workers' compensation coverage or any other type of insurance coverage held by Williamson County.

6.2.17 Sole Provider

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that Williamson County may contract with other providers of such goods and/or services if Williamson County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of Williamson County.

6.2.18 Force Majeure

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

6.2.19 Severability

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

5.0 INSTRUCTIONS AND GENERAL REQUIREMENTS

Read this document carefully; follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the Proposal Specifications, Addenda issued as a part of this RFP and Modifications issued as a part of this RFP. Be sure your Proposal package is complete.

5.1 Ambiguity, Conflict, or other Errors in the RFP

If Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, Respondent shall immediately notify Williamson County Purchasing Department of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda.

If the Respondent fails to notify Williamson County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to Respondent, or an error or ambiguity that reasonably should have been known to Respondent, then Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

Williamson County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All addenda will be numbered consecutively, beginning with "1".

5.2 Notification of Most Current Address

Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Proposals.

5.3 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County.

5.4 Signature of Respondent

A Transmittal Letter, which shall be considered an integral part of the Proposal, shall be signed by an individual who is authorized to bind the Respondent contractually.

If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the Officer(s) authorized to sign on behalf of such entity.

If the Respondent is a General Partnership, the true name of the firms shall be provided with the signature of each partner authorized to sign.

If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the Officer authorized to sign on behalf of the General Partner.

If the Respondent is a Sole Proprietor (individual), each Sole Proprietor shall sign.

If signature is by an Agent, other than the Sole Proprietor or an Officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to contract award.

5.5 Assumed Business Name

If the Respondent operates business under an Assumed Business Name, the Respondent must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked "copy" of same prior to contract award.



the rights and obligation of the parties shall be construed and enforced in accordance therewith.

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

6.2.20 Equal Opportunity

Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

6.2.21 Notice

Any notice to be given shall be in writing and may be affected by personal delivery or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

Williamson County Purchasing Department
Max Bricka, Purchasing Agent
901 S. Austin Ave.
Georgetown, Texas 78626

Respondent: Address set out in Respondent's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third calendar day following mailing, whichever occurs first.

6.2.22 Sales and Use Tax Exemption

Williamson County is a corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

6.2.23 Compliance with Laws

Williamson County and Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

6.2.24 Incorporation of Exhibits, Appendices and Attachments

All of the Exhibits, Appendices and Attachments referred to herein be incorporated by reference as if set forth verbatim herein.

5.6 Economy of Presentation

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP.

Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly.

Proposals that do not address each criterion may be, at the sole discretion of Williamson County, rejected and not considered.

5.7 Proposal Obligation

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of Williamson County, rejected and not considered.

5.8 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable Proposals. Failure to comply with all provisions of the RFP may, at the sole discretion of Williamson County, result in disqualification.

5.9 Evaluation

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect Williamson County's judgment as to the appropriateness of an award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results.

Information on a Respondent from reliable sources, and not within the Respondent's Proposal, may also be noted and made part of the evaluation file. Williamson County shall have sole discretion for determining the reliability of the source.

Williamson County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Williamson County.

5.10 Withdrawal of Proposal

The Respondent may withdraw its Proposal by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Respondent may thereafter submit a new Proposal prior to the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.



6.2.25 No Waiver of Immunities

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

6.2.26 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any ensuing Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision.

Furthermore, no term or provision shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

6.2.27 Current Revenues

The obligations of the parties under the Contract and any ensuing Agreement do not constitute a general obligation or indebtedness for which County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that Williamson County shall have the right to terminate the Contract and any ensuing Agreement at the end of any Williamson County fiscal year if the governing of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may affect such termination by giving written notice of termination to the Successful Respondent at the end of its then-current fiscal year.

6.2.28 Binding Effect

This Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

6.2.29 Assignment

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Williamson County.

6.2.30 General Obligations and Reliance

Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of the services and goods required hereunder. The Successful Respondent shall keep Williamson County informed of the progress and quality of the services and/or goods to be provided.

Successful Respondent agrees and acknowledges that Williamson County is relying on Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of County in accordance with County's requirements and procedures.

5.11 Responsibility

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

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

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

5.12 Purchase Orders

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

5.13 Silence of Specifications

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

5.14 References

Williamson County requires Respondent to supply a list of at least three (3) references within the last 4 years where like services and/or goods have been supplied by Respondent if Respondent has not done business with the County within the past five years.

6.0 DEFINITIONS, TERMS AND CONDITIONS

6.1 Definitions

- A. ADDENDA – Any written or graphic instruments issued by Williamson County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.
- B. AGREEMENT – The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal. Such ensuing Agreement shall contain the Proposal Specifications, Terms and Conditions that are derived from the RFP.
- C. CONTRACT – This RFP and the Proposal of the Successful Respondent shall become a contract between the Successful Respondent and Williamson County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the "Commissioners Court").
- D. PROPOSAL DOCUMENTS – The Legal Notice, RFP including attachments, and any Addenda issued by Williamson County prior to the consideration of any Proposals.



Successful Respondent's duties as set forth herein shall at no time be in any way diminished by reason of any approval by Williamson County nor shall the Successful Respondent be released from any liability by reason of such approval by Williamson County, it being understood that Williamson County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

6.2.31 Contractual Development

The Williamson County Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent's best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Respondent must agree to inclusion in an ensuing Agreement of the Proposal Specifications, Terms and Conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer.

6.2.32 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Respondent and County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified amended or altered except by writing signed by the Successful Respondent and County.

6.2.33 Survivability

All applicable agreements that were entered into between Respondent and Williamson County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

6.2.34 Payment

Williamson County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Williamson 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 Williamson 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 Williamson 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 Successful Respondent, Williamson County shall notify Successful Respondent of the error not later than the twenty-first (21st) day after the date Williamson County receives the invoice. If the error is resolved in favor of Successful Respondent, Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the Williamson County, Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

- E. PROPOSAL – A complete, properly signed Proposal submitted in accordance with this RFP which is irrevocable during the specified period for evaluation and acceptance of Proposal.
- F. RESPONDENT – A person or entity who submits a Proposal in response to this RFP.
- G. RFP – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
- H. SUCCESSFUL RESPONDENT – The responsible Respondent who, in Williamson County's sole opinion, submits the Proposal which is in the best interest of Williamson County, taking into account factors identified herein and to whom Williamson County intends to award the Contract.

6.2 Terms and Conditions

6.2.1 Venue and Governing Law

Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any ensuing Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any ensuing Agreement is governed by the laws of the United States, this RFP, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

6.2.2 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the RFP and its Addenda; and (2) the Respondent's Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the RFP and its Addenda; and (2) the Respondent's Proposal.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between terms and conditions of the ensuing Agreement, (2) the RFP, and its Addenda; and (3) the Respondent's Proposal, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement and its Addenda, (2) the RFP and its Addenda; and (3) the Respondent's Proposal.

6.2.3 Ownership of Proposal

Each Proposal shall become the property of Williamson County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

6.2.4 Disqualification of Respondent

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Respondent has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Proposals may be rejected if Williamson County believes that collusion exists among the Respondents.



As a minimum, invoices shall include:

- a) Name, address, and telephone number of Successful Respondent and similar information in the event the payment is to be made to a different address;
- b) County contract, Purchase Order, and/or delivery order number;
- c) Identification of items or service as outlined in the Contract;
- d) Quantity or quantities, applicable unit prices, total prices, and total amount; and
- e) Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following:

Williamson County Auditor's Office
Accounts Payable Department
accountspayable@wilco.org
512-943-1500.

6.2.35 Contractual Formation and Ensuing Agreement

The RFP and the Respondent's Proposal, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Respondent and Williamson County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

THE RESPONDENT'S PROPOSAL SHOULD INCLUDE A SAMPLE CONTRACT, ANY OR ALL ADDITIONAL AGREEMENTS OR TERMS AND CONDITIONS AT THE TIME THE RESPONDENT'S PROPOSAL IS SUBMITTED USING SEPARATE ATTACHED DOCUMENTS FOR THE COUNTY'S REVIEW AND CONSIDERATION.

6.2.36 Legal Liability Information

The Successful Bidder shall disclose all legal liability information by listing any pending litigation or anticipated litigation that your firm is involved in, including but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities.

Williamson County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Williamson County Commissioners Court.

6.2.37 Confidentiality

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Commissioners Court - Regular Session

58.

Meeting Date: 09/20/2016

Approving Amendment to GuideSpark 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 approving the amendment to the existing Contract between Williamson County and GuideSpark for Video Services for Employee Benefits.

Background

This is an Amendment to add Sexual Harassment (\$850.00 prorated for the first year, and \$1425.00 for the second year) and LMS adapter (one time charge of \$1750.00) to the Contract.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Original Contract](#)

[Amendment](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 09/15/2016

Reviewed By

Wendy Coco

Date

09/15/2016 10:59 AM

Started On: 09/14/2016 04:12 PM

**GUIDESPARK, INC.
MASTER SUBSCRIPTION AGREEMENT**

This Master Subscription Agreement ("MSA") is between Williamson County, ("Company" or "The County") and GuideSpark, Inc. ("GuideSpark" or "Vendor"). The MSA consists of the terms and conditions set forth below and any attachments or exhibits identified below. This MSA and any Order Forms or Statements of Work (as defined below) that reference this MSA constitute the entire agreement between the parties ("Agreement").

This Agreement permits Company to purchase a subscription to software-as-a-service products and related services from GuideSpark pursuant to order forms executed by GuideSpark and Company referencing this Agreement, substantially in the form of Exhibit A ("Order Form(s)"). This MSA and any attachments or exhibits identified below will govern purchases made by Company that reference this Agreement or this MSA.

ATTACHMENTS

1. Ex. A: Form of Order Form
2. Ex. B: Service Level Agreement
3. Ex. C: Support and Development Policy
4. Ex. D: Vendor Reimbursement Policy

This Master Subscription Agreement has been accepted and agreed to by the Authorized Representative of each party on the date stated below each signature:

Williamson County
405 Martin Luther King St # 1
Georgetown, TX 78626-4900

By:  _____

Name: DAN A GATT

Title: County Judge

Date: 07-30-2015

GUIDESPARK, INC.
1350 Willow Rd. Suite 201
Menlo Park, CA 94025

By:  _____

Name: Christopher J. Krook

Title: Chief Financial Officer

Date: 3/23/2016

1. Definitions.

"Affiliate" means an entity that, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with Company. As used in this definition, "control" means the power to direct the management or affairs of an entity, and "ownership" means the beneficial ownership of 50% or more of the voting equity securities or other equivalent voting interests of the entity.

"Authorized Representative" means an individual who has the legal authority to bind the entity entering into this Agreement, including the authority to bind any Affiliates that purchase a Subscription pursuant to an Order Form under this Agreement.

"Company Data" means any data of any type that is provided by Company to GuideSpark.

"Compliance" means that the Software Service is performing in substantial conformance with any criteria specified in the applicable Order Form or Documentation).

"Content" means data, including audio, video, multimedia, data, text, images, and documents, that is provided by GuideSpark to Company or accessed or collected by Company in connection with Company use of the Software Service, including without limitation all data, information or other materials that GuideSpark

obtains from third parties and provides or otherwise makes available to Company hereunder.

"Contractor" means any third party employed or retained by Company to perform services on behalf of Company.

"Documentation" means any user manuals, reference guides, usage instructions and other descriptions related to the Software Service provided by GuideSpark to Company or to any other Users of the Software Service from time to time to explain the intended functionality of the Software Service and to assist in the use of the Software Service.

"Intellectual Property Rights" means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of privacy, publicity and similar rights of any type, including any applications, continuations or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory or judicial authority.

"Permitted Users" means the cumulative number of a Company's employees/participants eligible to access the Software Service as set forth in the applicable Order Form.

Permitted Users shall be determined based on numbers reported by Company to GuideSpark or on publicly available information.

"Software Service" means the online software-as-a-service product(s) described in the Order Form, including any associated offline components and all related Documentation.

"Subscription" means a subscription to the Software Service and Support.

"Subscription Term" means the term of a Subscription as set forth in the applicable Order Form.

"Support" means the technical support services provided by GuideSpark as further described in Exhibit B (Service Level Agreement) and Exhibit C (Support and Development Policy).

"Training" means the training services provided by GuideSpark as set forth in the applicable Order Form.

"User" means an individual who is authorized by Company to use the Software Service. Users may include but are not limited to Company employees and their family members, consultants, Contractors and agents, and specific individuals authorized by Company.

"User Data" means any data of any type that is provided by a User to GuideSpark in connection with use of the Software Service.

2. Software Service.

2.1 **Provision of Software Service.** Users may access and use the Software Service for Company's internal business purposes.

2.2 **Orders.** Each Order Form will be substantially in the form attached as Exhibit A and will incorporate by reference the provisions of this Agreement as though those provisions were set forth therein in their entirety. Where appropriate, Orders may also be placed via a Statement of Work ("SOW"). All references herein to "Order Forms" shall also apply to orders placed with an SOW.

2.3 **Company Responsibilities.** Company shall (i) be responsible for Users' compliance with this Agreement, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Software Service, and notify GuideSpark promptly of any such unauthorized access or use, and (iii) use the Software Service only in accordance with any Documentation provided by GuideSpark and applicable laws and government regulations.

2.4 **Login Information.** If Company requests that GuideSpark enable Company to create a login ID and password for Users to access the Software Service ("Login Information"), Company shall keep all Login Information confidential and not share Login Information with third parties. Company is responsible for all activity occurring under Users' Login Information. GuideSpark has no obligation or responsibility with regard to use, distribution, disclosure, or management of Login Information.

2.5 **Service Updates.** GuideSpark (a) may, from time to time, modify or update the Software Service, and (b) represents that those modifications or updates will not materially decrease the functionality of the Software Service.

2.6 **General Restrictions.** Company will not: (i) make the Software Service or Content available to, or use any Software Service or Content for the benefit of, anyone other than Company or Users; (ii) decompile, disassemble, or otherwise reverse engineer the Software Service (except to the extent that applicable law prohibits or restricts reverse engineering restrictions); (iii), sell, resell, rent, lease, or distribute the Software Service; (iv) use the Software Service (or any portion thereof) for time sharing purposes; (v) copy the Software Service or any part, function, feature or user interface thereof; (vi) frame or mirror any part of the Software Service or Content, other than framing on Company's own intranet or otherwise for your own internal business purposes as permitted by this Agreement; (vii) access any Software Service or Content to build a competitive product or service; (viii) create any derivative works based on the Software Service or Content, or (ix) remove any copyright or proprietary notices contained in the Software Service.

3. License and Ownership of Intellectual Property.

3.1 **GuideSpark License.** GuideSpark hereby grants Company a worldwide, non-exclusive, non-transferable (except as provided for in Section 13.1 (Assignment)) license, for the relevant Subscription Term, to use any Content provided by GuideSpark to Company for Company's internal business purposes subject to the restrictions set forth in this Agreement.

3.2 **Company License.** Company hereby grants GuideSpark a worldwide, royalty-free, non-exclusive, non-transferable (except as provided for in Section 13.1 (Assignment)) license for the relevant Subscription Term, to use any Company Data and User Data for the purposes of creating and providing the Software Service.

3.3 **Ownership of Intellectual Property.** GuideSpark and its licensors will retain ownership of all Intellectual Property Rights in the Software Service. Notwithstanding the foregoing, as between GuideSpark and Company, Company owns all right, title and interest (including all Intellectual Property Rights) in and to any Company software, Company systems, Company Data, Company Confidential Information, Company logos or other Company materials provided by Company to GuideSpark or otherwise accessed by GuideSpark in connection with this Agreement. GuideSpark will also own all right, title and interest in and to any Content that GuideSpark creates, develops or otherwise delivers to Company in connection with the Software Service hereunder, and hereby provides Company with a worldwide, non-exclusive, non-transferable license to use those customized portions of the Content for Company's internal business use for the relevant Subscription Term.

3.4 **Reservation of Rights.** Subject to the limited rights granted hereunder, GuideSpark and its licensors reserve all of its/their right, title and interest in and to the Content and Software Service, including all of GuideSpark's and GuideSpark's licensors' Intellectual Property Rights. No rights are granted to Company except as expressly set forth herein.

4. Fees.

4.1 **Invoices.** The applicable Order Form will set forth the fees for the Software Service. GuideSpark will invoice Company in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. Both parties are responsible for maintaining complete and accurate billing and contact information. At a minimum, each invoice will identify: (i)

this MSA, (ii) the applicable Order Form, (iii) the applicable Subscription Term, (iv) name and description of the Software Service, and (v) the total dollar amount owed. All fees paid hereunder are non-refundable unless this Agreement is terminated as mutually agreed under Section 6.2 or finally adjudicated under Section 6.2.

4.2 **Expenses.** Company will not be responsible for any expenses incurred by GuideSpark unless (i) the relevant Order Form so provides, or (ii) reimbursement for any such expenses has been approved in advance in writing by Company.

4.3 **Payment; Taxes.** All invoiced charges are payable in U.S. Dollars only. Unless otherwise stated, GuideSpark's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any governmental body (collectively, "Taxes"). Company is responsible for paying all Taxes associated with its purchases hereunder. If GuideSpark has the legal obligation to pay or collect Taxes for which Company is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Company, unless Company provides GuideSpark with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, GuideSpark is solely responsible for taxes assessable against it based on its income, property and employees.

4.4. **Overdue Charges.** 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.

4.5. **Suspension of Service and Acceleration.** If any amount owing by Company under this Agreement is thirty-one (31) or more days overdue, GuideSpark may, without limiting its other rights and remedies, accelerate Company's unpaid fees so that all such obligations become immediately due, and suspend Company's access to the Software Service until those amounts are paid in full.

4.6. **Payment Disputes.** GuideSpark will not exercise its rights under Section 4.4 (Overdue Charges) or 4.5 (Suspension of Service and Acceleration) if the applicable charges are under good-faith dispute and Company is cooperating diligently to resolve the dispute.

4.7. **Fee Increases.** Upon ninety (90) days' written notice prior to the commencement of a renewal term, GuideSpark may increase the rates charged on any Order Form purchased hereunder. That price increase will not exceed the greater of (a) the Consumer Price Index applicable to the Software Service, or (b) five percent (5%), and that price increase will be effective upon commencement of that upcoming renewal term. If Company exceeds the number of Permitted Users set forth in the applicable Order Form by more than ten percent (10%) during a

given term, GuideSpark may increase price accordingly upon written notice. That price increase will be effective upon the commencement of the upcoming renewal term, or upon ninety (90) days, whichever is sooner.

5. Education and Third Party Links.

5.1 **Education Only Solution.** Company acknowledges that: (i) THE SOFTWARE SERVICE IS NOT INTENDED TO BE LEGAL, TAX, FINANCIAL ADVICE OR ADVICE OF ANY KIND; GUIDESPARK IS NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR; (ii) the Software Service is for educational purposes only and should not be considered personalized legal, financial or tax advice; (iii) the financial and investment strategies presented in the Software Service, if any, were prepared without regard to any particular User's investment objectives or financial situation, and may not be suitable for everyone; (iv) each User's financial situation is unique, and any information or advice obtained through the Software Service may not be appropriate for a particular User's situation; and (v) before implementing any financial decisions or strategies, each User should consider obtaining additional information and advice from their accountant or other financial advisers who are fully aware of their individual circumstances. GuideSpark makes no warranty or representation as to the accuracy, timeliness or completeness of any Content made available through the Software Service. Company acknowledges that prior to GuideSpark making any Content available to Company's Users, Company will review and approve all such Content. GuideSpark will not be responsible for updating or modifying Content during any applicable Subscription Term to reflect changes in applicable laws and regulations, but will only make those changes after the specific written request of Company and based on information provided to GuideSpark by Company.

5.2. **Links.** At Company's request, GuideSpark may provide links to other third-party Web sites or resources as part of the Software Service. GuideSpark is not responsible, and will not be liable, for the contents, products or services on any third party site, and the inclusion of any link does not imply that GuideSpark endorses those third party sites.

6. Term and Termination.

6.1 **Term.** This Agreement is effective as of the date of the Agreement and continues until all Subscriptions granted in accordance with this Agreement have expired or been terminated, unless terminated earlier in accordance with this Section 6. Each Subscription commences on the start date specified in the "Term" section of the applicable Order Form and continues for the Subscription Term specified therein. If the applicable Order Form does not contain a "Term" provision, the default initial term for Subscription Products in that Order Form is two (2) years from the subscription start date contained in the applicable Order Form and will automatically renew thereafter, at GuideSpark's then-current rates, for two (2) year successive terms (renewal terms) after the initial term unless either party provides written notice to the other party of an intent to terminate the Agreement ninety (90) days prior to the commencement of a renewal term, in which event that termination will be effective upon the expiration of the then-current term.

6.2 **Termination for Cause.** Either party may terminate this Agreement if the other party fails to cure any material breach of this Agreement within thirty (30) days after written notice of that breach.

6.3 **Termination for Convenience.** Company may terminate this agreement for convenience upon sixty (60) days' written notice to GuideSpark. In any termination for convenience under this Section 6.3, Company shall be responsible for payment of any amounts due through the end of the then current Subscription Term. Company and GuideSpark agree that GuideSpark shall have no obligation to refund to Company any prepaid and unused fees.

6.4 **Not Exclusive Remedy.** Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

7. **Representations and Warranties.** GuideSpark represents and warrants as follows:

7.1 **General Warranties.** GuideSpark has with respect to this Agreement and each Order Form (i) all requisite legal and corporate power to execute, deliver and perform its obligations under those agreements; (ii) taken all corporate action necessary for the authorization, execution and delivery of those agreements; (iii) no agreement or understanding with any third party that interferes with or will interfere with its performance of its obligations under those agreements; (iv) obtained and will maintain all rights, approvals and consents necessary to perform its obligations and grant all rights and licenses granted to Company under those agreements; and (v) taken all action required to make those agreements legal, valid and binding obligations of GuideSpark.

7.2 **Software Service Performance Warranty.** The Software Service is and will be in Compliance. GuideSpark will provide all commercially reasonable services necessary to enable GuideSpark to comply with the warranties set forth in this Agreement.

7.3 **Compliance with Laws.** GuideSpark's business and performance under this Agreement is and will be in compliance with all applicable federal, state and local laws and government rules and regulations.

7.4 **No Harmful Material.** Company's use or access of the Software Service or any Deliverable will not cause any viruses, worms, time bombs, Trojan horses or other harmful, malicious or destructive code to be installed or introduced on Company's computer, telecommunication or other information systems ("Systems").

7.5 **No Disruption.** Except to the extent necessary for Scheduled Maintenance, and subject to the provisions of Section 4.5, GuideSpark, its agents or employees or anyone acting on its behalf, will not disable or interfere, in whole or in part, with Company's use of or access to the Software Service, Company Data or any software, hardware, Systems or data owned, utilized or held by Company without the written permission of a corporate officer of Company.

7.6 **Warranty Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, THE SOFTWARE SERVICE IS PROVIDED WITH NO OTHER WARRANTIES OF ANY KIND, AND GUIDESPARK DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. GUIDESPARK

FURTHER DISCLAIMS ALL LIABILITY AND/OR INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

8. **Company's Representations and Covenants.** The Company (a) represents that it is an entity duly organized and validly existing under the laws of its jurisdiction of organization and that it has all requisite legal and corporate power to execute, deliver and perform its obligations under this Agreement and each Order Form; and (b) covenants that it will not upload, record, publish, post, link to, or otherwise transmit or distribute Company Data that: (i) infringes or violates the copyright, trademark, service mark, trade name, trade secret, or other intellectual property rights of any third party or GuideSpark, or any rights of publicity or privacy of any party; (ii) contains any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, interfere with, surreptitiously intercept, or expropriate any system, data, information, or property; or (iii) violates any law, statute, ordinance, or regulation.

9. **Limitation of Liability.**

9.1 NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

9.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, GUIDESPARK'S ENTIRE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY COMPANY TO GUIDESPARK UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING A CLAIM FOR DAMAGES.

9.3 THE PROVISIONS OF THIS SECTION 9 WILL NOT APPLY TO ANY CLAIM UNDER SECTION 10 (INDEMNIFICATION) OR SECTION 11 (CONFIDENTIAL INFORMATION).

9.4 The parties agree that the limitations specified in this Section 9 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

10. **Indemnification.**

10.1 **Indemnification by GuideSpark.** If a third party makes a claim against Company, its Affiliates or their respective Contractors, officers, directors and employees (the "Company Indemnitees") that the Software Service or a Deliverable, except to the extent that the claim includes any Company Data (collectively, the "Software") infringes its intellectual property rights (a "Company Claim"), GuideSpark will defend the Company Indemnitee against the Company Claim and indemnify the Company Indemnitee from the damages, liabilities, costs and expenses awarded by the court to that third party or the settlement agreed to by GuideSpark. Should the Software become, or in GuideSpark's opinion be likely to become, the subject of a Company Claim, GuideSpark may, at GuideSpark's sole option and expense: (i) procure for Company the right to continue to use the Software as contemplated hereunder or (ii) modify or replace the Software with equally suitable, compatible and functionally equivalent non-infringing software services
GuideSpark, Inc. Master Subscription Agreement (rev. 4.9.2015)

subject to Company's approval, which shall not be unreasonably withheld. Notwithstanding the foregoing, GuideSpark will have no obligations under this Section 10 to the extent any infringement claim is based upon or arising out of (i) a Company Indemnitee's modification of the Software Service or combination or use of the Software Service with products or services not supplied by GuideSpark or approved in writing by GuideSpark in advance of that combination, (ii) a Company Indemnitee's use of the Software Service not in accordance with any applicable Documentation provided in writing by GuideSpark, or outside the scope of any license granted under this Agreement, or (iii) Company Data or User Data.

10.2 Indemnification by Company. If a third party makes a claim against GuideSpark, its Affiliates or their respective Contractors, officers, directors and employees (the "GuideSpark Indemnitees") that Company Data or User Data (collectively, the "Data") infringes its intellectual property rights or violates any law or regulation, or if any User makes a claim against a GuideSpark Indemnitee that in any way relates to that User's acting or failing to act on a financial decision or strategy or is in any other way related to or in connection with or as a result of that User's access to the Software Service (a "GuideSpark Claim"), Company will defend the GuideSpark Indemnitee against the GuideSpark Claim and indemnify the GuideSpark Indemnitee from the damages, liabilities, costs and expenses awarded by the court to the third party or the settlement agreed to by Company.

10.3 Process and Remedies. A party seeking indemnification (an "Indemnitee") may obtain indemnification for a claim covered under Section 10 on condition that the Indemnitee (a) gives the party providing indemnification (the "Indemnitor") prompt written notice of any such claim, (b) permits the Indemnitor to control and direct the defense or settlement of any such claim, and (c) provides the Indemnitor all reasonable assistance (at the expense of the Indemnitor) in connection with the defense or settlement of any such claim; provided that failure to provide the notice specified in (a) above will relieve the Indemnitor from its liability or obligation hereunder only to the extent of any material prejudice directly resulting from that failure; and provided, further, that the Indemnitor will not agree to any settlement or compromise under (b) above that would require the Indemnitee to make any payments, bear any obligations or admit any liability unless the Indemnitor obtains the Indemnitee's prior written approval, which shall not be unreasonably withheld. A Indemnitee may participate in the defense of any claims by counsel of its own choosing, at its cost and expense.

10.4 Exclusive Remedy. This Section 10 states the Indemnitee's sole remedy against the Indemnitor for any type of third party claim described under this Section 10.

11. Confidential Information.

11.1 Confidential Information. Each party ("Receiving Party") agrees that all code, inventions, know-how, business, technical and financial information it obtains from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), on condition that (i) it is identified in writing as confidential at the time of disclosure, (ii) if disclosed verbally, is identified as confidential in writing within thirty (30) days of the disclosure; or (iii) should have been reasonably known to the Receiving Party to be Confidential Information. The terms of this Agreement, and any not previously publicly disclosed information about Company's business, finances, information systems, software or technology provided by Company to GuideSpark under this Agreement will be deemed

Confidential Information of Company without any marking or further designation. Except as expressly authorized in this Agreement, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation will not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (consistent with Section 11.3). The Receiving Party acknowledges that disclosure of Confidential Information may cause substantial harm for which damages alone may not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party may seek appropriate equitable relief in addition to whatever other remedies it might have at law.

11.2 Return of Materials. Upon termination of the Agreement for any reason, or upon earlier written request by Disclosing Party, Receiving Party will promptly destroy or (if specifically requested) return to Disclosing Party all documents or materials of any nature in Receiving Party's possession, custody or control (regardless of the media in which those documents or materials are stored) that have been furnished by Disclosing Party to Receiving Party except as required by applicable law.

11.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

11.4 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that The County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

12. Access and Data Protection.

12.1 Access to Systems. Unless specifically requested in writing by Company, GuideSpark's Software Service will not integrate with, connect to, or access Company's Systems. Access, if any, to Company's Systems is granted solely to GuideSpark, Inc. Master Subscription Agreement (rev. 4.9.2015)

facilitate the business relationship described in this Agreement, and is limited to those specific Systems, time periods, and personnel as are separately designated by Company in writing from time to time. Access is subject to business control and information protection policies, standards, and guidelines as may be provided in writing by Company to GuideSpark.

12.2 Data Protection - Safeguards. GuideSpark will implement and maintain commercially reasonable administrative, physical and technical safeguards to prevent any unauthorized use, access, processing, destruction, loss, alteration, or disclosure of any Company Data or User Data as may be held or accessed by GuideSpark.

12.3 Usage Data. Notwithstanding anything to the contrary in this Agreement, GuideSpark may aggregate and anonymize statistical usage data in a manner that cannot be identified as or in any way related to Company or any User, and use and disclose that aggregated information.

12.4 Notification of Security Breach. GuideSpark will promptly notify Company following discovery of any suspected breach or compromise of the security, confidentiality, or integrity of any Company Data or User Data. Written notification provided under this paragraph will include a brief summary of the available facts, the status of GuideSpark's investigation, and if known and applicable, the potential number of persons affected by release of data relating to such person ("Affected Persons"). If applicable, upon written request from Company, GuideSpark agrees to notify the Affected Persons regarding any security breach in a commercially reasonable form approved in writing by Company, at GuideSpark's expense. These notices will be delivered within a reasonable time at Company's direction. GuideSpark agrees that it will not communicate with any third party, including, but not limited to the media, consumers and Affected Persons regarding any security breach without the express written consent and direction of Company except as required by applicable law.

12.5 Further Assurance. At Company's request, GuideSpark will execute and abide by the terms of any agreements as may be required by applicable law.

13. General.

13.1 Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party will assign this Agreement (or any part thereof) without the prior written consent of the other party, except that either party may assign this Agreement without consent in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets and/or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 13.1 will be null and void.

13.2 Severability. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

13.3 Governing Law; Jurisdiction and Venue. This Agreement and all related actions and proceedings will be governed by the laws of the State of Delaware and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or other international laws.

13.4 Notices. Notices under this Agreement will be sent to the addresses provide in the signature block of this Agreement, or to those others as either party may provide in writing. These notices will be deemed received at those addresses: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered U.S. Mail (return receipt requested); (iii) one (1) day after it is sent if by next day delivery by a major commercial delivery service; or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim).

13.5 Amendments; Waivers. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by an Authorized Representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by an Authorized Representative on behalf of the party claimed to have waived.

13.6 Entire Agreement. This Agreement (including all exhibits and referenced Order Forms) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. For the avoidance of doubt, under no circumstances will the terms, conditions or provisions of any purchase order, invoice or other administrative document issued by Company in connection to this Agreement be deemed to modify, alter or expand the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of GuideSpark to object to such terms, provisions, or conditions. The terms of this Agreement shall supersede the terms contained in any purchase order, invoice or other administrative document issued by Company.

13.7 Relationship of parties. The parties are entering this Agreement as independent contracting parties. This Agreement creates no relationship of partnership, joint venture, employment, franchise or agency between the parties. Neither GuideSpark nor any of its employees or subcontractors will be eligible for any benefits normally provided by Company to its employees. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

13.8 Force Majeure. Either party's performance of any part of this Agreement will be excused to the extent that it is unable to perform due to natural disasters, terrorism, riots, insurrection, war, extraordinary governmental action, material labor strikes (excluding strikes by the party's own workforce), or any other cause that is beyond the reasonable control of that party (the "Affected Party"), not avoidable by reasonable due diligence, and on condition that the cause is not attributable to the Affected Party (a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the Affected Party will promptly notify the other party of the Force Majeure Event, including an estimate of its expected duration and probable impact on the performance of the Affected Party's obligations under this Agreement. In addition, the Affected Party will (i) exercise commercially reasonable efforts to mitigate damages to the other party and to overcome the Force Majeure Event and (ii) continue to perform its obligations under this Agreement to the extent it is able. If any failure or delay caused by a Force Majeure Event continues for ten (10) days or longer, the party unaffected by the event will have the right to terminate this Agreement without cost or liability upon notice to the Affected Party and to receive a refund of all pre-paid fees for any performance not yet delivered.

13.9 Marketing. Notwithstanding anything to the contrary in this Agreement, GuideSpark may identify Company as a GuideSpark customer by listing Company's name and/or logo in sales presentations, marketing materials, and on GuideSpark's website, subject to Company's trademark and logo guidelines as provided in writing by Company to GuideSpark. GuideSpark agrees that unless Company provides explicit written consent, such usage of Company's name and/or logo will not imply any endorsement of GuideSpark by Company.

13.10 Counterparts; Electronic Signature. This Agreement and any accompanying Order Forms may be executed in two or more counterparts, each of which will be considered an original but all of which together will constitute one agreement. If executed by electronic signature, it shall be equally binding as an original copy executed in ink by both parties.

13.11 Right to Audit. GuideSpark agrees that The County or its duly authorized representatives shall, until the expiration of two (2) 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 GuideSpark which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions; provided, however, The County shall

not be entitled to exercise such audit rights more than once per year and such audit shall be at the sole cost and expense of The County. Further, in connection with such audit, GuideSpark agrees that The County shall have access during normal working hours to all necessary GuideSpark facilities and shall be provided adequate and appropriate work space for a maximum of two persons in order to conduct audits in compliance with the provisions of this section. The County shall give GuideSpark reasonable advance notice (which shall be a minimum of 15 (fifteen) business days) of any intended audit.

13.11 Order of Precedence. If a term in an Order Form conflicts with a term in this MSA, the provisions of this MSA will prevail unless the relevant Order Form specifically references this MSA and states that the term in the relevant Order Form will prevail.

13.12 Survival. Sections 3.3, 4, 5.1, 7, 8, 9, 10, 11, and 13 will survive any termination or expiration of this Agreement.

13.13 Effectiveness; Date. This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

**EXHIBIT A
Order Form # 001 - March 2016**

Exhibit to Master Subscription Agreement between GuideSpark and Company

1.1 COMPANY INFORMATION

Company Name:
Williamson County

Company Address:
405 Martin Luther King St # 1
Georgetown, TX 78626-4900

1.2 SUBSCRIPTION PRODUCT INFORMATION

PERMITTED USERS: 1001 - 3500

LIBRARY	PRODUCT	QUANTITY	START DATE	RENEWAL DATE	PRO-RATED PRICE	NET ANNUAL PRICE
Library C	Open Enrollment	1	3/31/2016	3/30/2018	\$10,000.00	\$5,000.00
Library A	OE Teaser	1	3/31/2016	3/30/2018	\$3,000.00	\$1,500.00
Library C	Benefits Overview	1	3/31/2016	3/30/2018	\$10,000.00	\$5,000.00
Library A	Medical Plans Overview	1	3/31/2016	3/30/2018	\$3,000.00	\$1,500.00
Library A	Flexible Spending Accounts	1	3/31/2016	3/30/2018	\$3,000.00	\$1,500.00

1.3 ONE-TIME FEE INFORMATION

LIBRARY	PRODUCT	QUANTITY	LIST PRICE	NET PRICE
Library O	Installation Fee - Set-Up Fee for Platform	1	\$2,500	\$0.00

1.4 TOTALS

ONE-TIME FEE TOTAL	0.00
ANNUAL SUBSCRIPTION FEE	14,500.00
TOTAL CONTRACT VALUE	29,000.00

This Quote is valid until the last calendar day of the month in the Subscription Start Date listed above.



Williamson County
405 Martin Luther King St # 1
Georgetown, TX 78626-4900

[Handwritten Signature]
Signature

DAV A GATTI
Print Name

County Judge
Title

03-30-2016
Date

sloughrey@wilco.org
Email

Shelley Loughrey
Primary User Contact

same
Primary User Email

Shelley Loughrey
Bill To Contact

same
Bill To Email

TBD
PO Number (if required)

GUIDEPARK, INC.
1350 Willow Rd. Suite 201
Menlo Park, CA 94025

[Handwritten Signature]
Signature

Christopher J. Krook
Print Name

Chief Financial Officer
Title

3/23/16
Date

ckrook@guidespark.com
Email

Email

This Quote is valid until the last calendar day of the month in the Subscription Start Date listed above.

EXHIBIT B

SERVICE LEVEL AGREEMENT

Service Availability Objective. GuideSpark will make commercially reasonable efforts to provide monthly Service Availability of 98% ("Service Availability Objective"). Service Availability is defined as the time that the Service is capable of receiving, processing, and responding to requests, excluding (a) Scheduled Maintenance, (b) Company Error Incidents, and (c) Force Majeure Events. Service Availability is calculated as a percentage by dividing the number of minutes the Software Service is available during the applicable month by the number of total minutes in the applicable month, excluding in all cases Scheduled Maintenance, Company Error Incidents, and Force Majeure Event.

Definitions.

"Scheduled Maintenance" is defined as making changes to the Software or cloud infrastructure during which Users are prevented from using the Software Service. Scheduled Maintenance work will primarily occur during pre-defined maintenance windows, on Fridays from 8:00pm PST to 12:00am PST, and on Saturdays from 7:00pm to 11:00pm PST. Company will generally receive notice via e-mail five (5) days in advance of any Scheduled Maintenance, however GuideSpark reserves the right to perform Scheduled Maintenance during the pre-defined maintenance windows described in this Exhibit B with a minimum of thirty (30) minutes' notice. GuideSpark will provide Company ten (10) days' prior notice via e-mail if maintenance is expected to exceed the four (4) hour period. Scheduled Maintenance may infrequently occur outside the pre-defined windows. In that case, GuideSpark will provide Company at least five (5) days' notice.

"Company Error Incident" is defined as any Software Service unavailability resulting from applications, Content, or equipment provided by Company or a User, or the acts or omissions of a User.

"Force Majeure Event" is defined in Section 13.8 of the MSA.

Remedy for Failure to Achieve Service Availability Objective. At the written request of the Company, and no more than four (4) times per calendar year, GuideSpark will calculate specific Service Availability during each of the three (3) calendar months preceding Company's request, and provide a report to Company (a "Service Availability Report"). In the event that the Service Availability Objective was not met in a given month, then for each day in that month that the duration of the Service unavailability exceeds four (4) hours (excluding (a) Scheduled Maintenance, (b) Company Error Incidents, and (c) Force Majeure Events), the Company may receive a one (1) day credit for the Software Service (a "Service Credit"), subject to the Agreement and requirements of this Exhibit B. For purposes of calculating the Service Availability Objective, GuideSpark will only consider the Software Service unavailable if the Company opened a trouble ticket relating to the Service unavailability with the GuideSpark customer support department within three (3) business days of the Service unavailability. To obtain a Service Credit for GuideSpark's failure to meet the Service Availability Objective, the Company must request that credit in writing no later than ten (10) business days following receipt of the applicable Service Availability Report. In the event of a conflict between the data in the Company's records and GuideSpark's records (including the Service Availability Report), the data in GuideSpark's records shall prevail. Any Service Credits due hereunder will be applied to the Company's account at the conclusion of the then-current Subscription Term, by extending that Subscription Term by the length of the Service Credits. Notwithstanding the foregoing, if the Software Service was purchased on a monthly or pay-per use basis, Company will receive no Service Credits. The Service Credits offered in this Exhibit B shall be Company's sole and exclusive remedy for any failure of GuideSpark to meet the Service Availability Objective. Any unused Service Credits will expire upon termination of this Agreement.

EXHIBIT C

SUPPORT AND DEVELOPMENT POLICY

Definitions.

“Annual Maintenance” is defined as the work hours GuideSpark dedicates to maintaining and updating Content during the Subscription Term.

“Development Time” is defined as the work hours GuideSpark dedicates to producing Content as part of Company’s Subscription.

“Reviews” is defined as the review or revisions conducted by Customer of Content developed by GuideSpark as part of the Software Service.

“Subscription Category” is defined as the class of Software Service subscribed to by Company, as set forth in the applicable Order Form(s). Subscription Categories include Category A, Category B, Category C, and Category D, and are further defined as “Lite”, “Premium”, or “Premium Plus”.

“Video Run Time” is defined as the length of a given video that is part of the Software Service.

Support. During each Subscription Term, GuideSpark will provide Company email assistance at support@guidespark.com for general advice and technical support, as well as technical assistance and remediation for operational issues as further described below from 8 am - 5 pm PST, Monday through Friday, excluding national holidays. Support response times are based on the severity level of each issue, and are described generally below.

Severity	Description	Response
1	Urgent: Entire service is unavailable and unusable, and no operations can be completed.	Response: 1 hour Resolution: 8 hours
2	High: Major functionality is not available or service is seriously degraded, and no workaround is available. This includes content that does not play or data that appear corrupted.	Response: 8 hours Resolution: 2 business days
3	Medium: A program error where a suitable workaround exists or the feature is minor and is not required for the User to use the site. Medium severity issues may be deferred at GuideSpark’s discretion.	Response: 1 business day Resolution: 5 business days
4	Low: No impact on the User’s experience. Examples include confusing text or a missing graphic on a minor page. Low severity issues may be deferred at GuideSpark’s discretion.	Response: 2 business days Resolution: At GuideSpark’s discretion

Training. If set forth in the applicable Order Form, GuideSpark will, upon Company’s request, provide Training upon the terms described in that Order Form.

Professional Services. Professional Services, if any, shall be provided under an Order Form or SOW describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information and be signed by both parties before GuideSpark will commence work.

Reviews, Video Run Time, Development and Annual Maintenance. The number of Company Reviews and the length of Video Run Time will be limited based on the Software Service’s Subscription Category, as set forth below. The Software Service will include Development Time during the initial Subscription Term, and Annual Maintenance during both the initial and renewal Subscription Terms, each capped at hourly limits based on the Software Service’s Subscription Category. In the event that Company requires Development Time or Annual Maintenance that exceeds the limits of its Subscription Category (“Additional Work”), GuideSpark shall notify Company that the Additional Work is necessary, and will provide Company with notice before charging Company for that Additional Work. Company shall be invoiced at GuideSpark’s then-current hourly rate for each hour of Additional Work performed by GuideSpark. GuideSpark’s current hourly rate for Additional Work is \$150 per hour. GuideSpark may update its rates from time-to-time. GuideSpark’s limits on Edits, Reviews, Video Run Time, Development Time and Annual Maintenance are set forth in the table below.

	Lite Customization
Development	
Basic Identity	Logo, colors, fonts
Style	Default Professional or Casual
Sound	<ul style="list-style-type: none"> • Choose Male or Female • Default music track or none
Outline/Script	<ul style="list-style-type: none"> • Outline available for D titles or on request • No script
Reviews	<ul style="list-style-type: none"> • 1 review cycle • D Titles - 1 additional outline review
Edits	30% of chapters per review cycle
CAP on Development Time	
Group A	10 hours
Group B	15 hours
Group C & D	20 hours
CAP on Video Run Time	
Groups A & B	6 minutes
Group C & D	8 minutes
Short-Form Systems Navigation Modules	2 minutes
CAP on Annual Maintenance	
Group A	5 hours
Group B	8 hours
Group C & D	12 hours
Open Enrollment	20 hours

EXHIBIT D

REIMBURSEMENT POLICY

Order Form # 002 - May 2016

Subject to Master Subscription Agreement between GuideSpark and Company

1.1 COMPANY INFORMATION

MSA EFFECTIVE DATE: 3/30/2016

Company Name: Williamson County	Company Address: 405 Martin Luther King St. #1 Georgetown, TX 78626
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1.2 SUBSCRIPTION PRODUCT INFORMATION

PERMITTED USERS: 1001 - 2500

PRODUCT*	QUANTITY	PRODUCT LINE	START DATE	END DATE	CURRENT TERM PRICE	NET ANNUAL PRICE
Sexual Harassment	1	Lite	8/26/2016	3/30/2018	\$2,395.16	\$1,425.00

1.3 ONE-TIME FEE INFORMATION

PRODUCT	QUANTITY	LIST PRICE	NET PRICE
Standard Price - LMS Adapter	1	\$1,750	\$1,750.00

1.4 TOTALS

ONE-TIME FEE TOTAL	1,750.00
ANNUAL SUBSCRIPTION FEE	1,425.00
TOTAL CONTRACT VALUE	4,025.40

1.5 SUBSCRIPTION TERM INFORMATION

Term: The initial term for Subscription Products is the period of time defined by the subscription start and end dates contained in this Order Form and will automatically renew thereafter, at GuideSpark's then-current rates, for two (2) year successive terms (renewal terms) after the initial term unless either party provides written notice to the other party of an intent to terminate the Agreement prior to the evergreen period set forth herein, in which event that termination will be effective upon the expiration of the then-current term.

Evergreen (90) days prior to the commencement of a renewal term.

Additional Terms:

1. In accordance with the Master Subscription Agreement between GuideSpark and Williamson County executed on March 30, 2016.

Per Section 1.4:

- First year (prorated): **\$850.40 Sexual Harassment** + \$1,750 LMS Adapter (one time)
- Second year: \$1,425 Sexual Harassment
- Combination of these two amounts is \$4025.40, referenced in the Section 1.4 as Total Contract Value

This Quote is valid until the last calendar day of the month in the Subscription Start Date listed above.

CONFIDENTIAL

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1.6 INVOICING INFORMATION

Payment Terms	Net 30
Payment Frequency	Annually
Currency	USD

This Quote is valid until the last calendar day of the month in the Subscription Start Date listed above.

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Reviews, Video Run Time, Development and Annual Maintenance. The number of Company Reviews and the length of Video Run Time will be limited based on the Software Service’s Subscription Category, as set forth below. The Software Service will include Development Time during the initial Subscription Term, and Annual Maintenance during both the initial and renewal Subscription Terms, each capped at hourly limits based on the Software Service’s Subscription Category. In the event that Company requires Development Time or Annual Maintenance that exceeds the limits of its Subscription Category (“Additional Work”), GuideSpark shall notify Company that the Additional Work is necessary, and will provide Company with notice before charging Company for that Additional Work. Company shall be invoiced at GuideSpark’s then-current hourly rate for each hour of Additional Work performed by GuideSpark. GuideSpark’s current hourly rate for Additional Work is \$150 per hour. GuideSpark may update its rates from time-to-time. GuideSpark’s limits on Edits, Reviews, Video Run Time, Development Time and Annual Maintenance are set forth in the table below.

A La Carte Videos	Lite Customization
Development	
Basic Identity	Logo, colors, fonts
Style	Default Professional or Casual
Sound	<ul style="list-style-type: none"> • Choose Male or Female • Default music track or none
Outline/Script	<ul style="list-style-type: none"> • Outline available for D titles or on request • No script
Reviews	<ul style="list-style-type: none"> • 1 review cycle • D Titles - 1 additional outline review
Edits	30% of chapters per review cycle
CAP on Development Time	
Group A	10 hours
Group B	15 hours
Group C & D	20 hours
CAP on Video Run Time	
Groups A & B	6 minutes
Group C & D	8 minutes
Short-Form Systems Navigation Modules	2 minutes
CAP on Annual Maintenance	
Group A	5 hours
Group B	8 hours
Group C & D	12 hours
Open Enrollment	20 hours

This Quote is valid until the last calendar day of the month in the Subscription Start Date listed above.

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Williamson County

405 Martin Luther King St. #1
Georgetown, TX 78626

GUIDESPARK, INC.

1400A Seaport Blvd. Suite 500
Redwood City, CA 94063

Signature

Print Name

Title

Date

Email

Primary User Contact

Primary User Email

Bill To Contact

Bill To Email

PO Number (if required)

Signature

Christopher J. Krook

Print Name

Chief Financial Officer

Title

Date

ckrook@guidespark.com

Email

This Quote is valid until the last calendar day of the month in the Subscription Start Date listed above.

CONFIDENTIAL

GuideSpark, Inc. Master Subscription Agreement (rev. 9-2016)

Commissioners Court - Regular Session

59.

Meeting Date: 09/20/2016

Line Item Transfer Authorization for Balance of Fiscal Year 16 09-20-2016

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 authorizing the County Auditor to make any line item transfers necessary to complete the 2015-2016 budget within individual funds.

Background

This is an annual agenda item. Each year when the budget year ends, this authorization allows the County Auditor's Office to move monies around to cover any deficits within and between departmental line items.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 09/14/2016

Reviewed By

Wendy Coco

Date

09/14/2016 04:03 PM

Started On: 09/13/2016 02:17 PM

Commissioners Court - Regular Session

60.

Meeting Date: 09/20/2016

Balance Upcoming Fiscal Year Budget 09-20-2016

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 authorizing the County Auditor to transfer sufficient monies from cash ending balance of fiscal year 2015-2016 to balance the county budget for 2016-2017.

Background

This action is necessary for the budgets to be legally balanced and adopted each fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 09/14/2016

Reviewed By

Wendy Coco

Date

09/14/2016 04:03 PM

Started On: 09/13/2016 02:21 PM

Commissioners Court - Regular Session

61.

Meeting Date: 09/20/2016

Budget Amendment for Animal Services Fund 0545

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on declaring an emergency and approving a budget amendment to acknowledge additional expenditures for the Animal Services Fund.

Background

In FY 15 an employee in the Animal Shelter was being split 50/50 between the Animal Shelter Fund (50%) and donations (50%). Effective 10/1/16 the Board approved the position being funded 100% from the Animal Shelter Fund and no longer from donations. While the salary and fringe came over 100%, the insurance did not and funding remained at 50%/half or \$4200 for this year. In order to cover the expense, we will need to add \$4200 to the employer health insurance line. This money will come from the Animal Shelter Fund Balance and does not impact the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0545-0545-002030	Animal Shelter/Employr Hlth Ins	\$4,200

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 09/13/2016

Reviewed By

Wendy Coco

Date

09/13/2016 04:33 PM

Started On: 09/13/2016 03:30 PM

Commissioners Court - Regular Session

62.

Meeting Date: 09/20/2016

NACo Prescription Discount Card Revenue Sharing BA 09-20-2016

Submitted For: Melanie Denny

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program:

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups costs through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	\$906.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 09/14/2016

Reviewed By

Wendy Coco

Date

09/14/2016 04:03 PM

Started On: 09/13/2016 01:57 PM

Commissioners Court - Regular Session

63.

Meeting Date: 09/20/2016

NACo Prescription Discount Card Revenue Sharing BA 09-20-2016

Submitted For: Melanie Denny**Submitted By:** Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program:

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups costs through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	\$906.00

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

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 09/14/2016

Reviewed By

Wendy Coco

Date

09/14/2016 04:03 PM

Started On: 09/13/2016 02:02 PM

Commissioners Court - Regular Session

64.

Meeting Date: 09/20/2016

Park Donations Budget Amendment 09-20-2016

Submitted For: Melanie Denny

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Park Donations:

Background

Donations include \$183.00 for firewood from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$183.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 09/14/2016

Reviewed By

Wendy Coco

Date

09/14/2016 04:03 PM

Started On: 09/13/2016 02:09 PM

Commissioners Court - Regular Session

65.

Meeting Date: 09/20/2016

Park Donations Budget Amendment 09-20-2016

Submitted For: Melanie Denny

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Donations include \$183.00 for firewood from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$183.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 09/14/2016

Reviewed By

Wendy Coco

Date

09/14/2016 04:03 PM

Started On: 09/13/2016 02:12 PM

Commissioners Court - Regular Session

66.

Meeting Date: 09/20/2016

SO Payroll Budget Amendment 09-20-2016

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 grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Sheriff's Office:

Background

The Sheriff's Office had fewer vacant positions than in years past. Per the Budget Order, the Commissioners' Court assigned \$1.6 million of the fund balance should the budget amount not be sufficient. The amount requested will cover payroll for the rest of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.001105	Law Enforcement Salaries	\$221,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 09/14/2016

Reviewed By

Wendy Coco

Date

09/14/2016 04:04 PM

Started On: 09/14/2016 01:59 PM

Commissioners Court - Regular Session

67.

Meeting Date: 09/20/2016

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
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/15/2016

Reviewed By

Wendy Coco

Date

09/15/2016 10:48 AM

Started On: 09/15/2016 10:33 AM

Commissioners Court - Regular Session

68.

Meeting Date: 09/20/2016

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
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/15/2016

Reviewed By

Wendy Coco

Date

09/15/2016 10:48 AM

Started On: 09/15/2016 10:34 AM