

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**JANUARY 31ST, 2017**  
**9:30 A.M.**

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

1. Review and approval of minutes.
2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Division.
3. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

**CONSENT AGENDA**

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.  
( Items 5 – 13)

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0570-003005	Corrections/Office Furniture	\$3,485.37
To	0100-0570-001109	Corrections/Cell Phone	\$2,880.00
To	0100-0570-002010	Corrections/FICA	\$220.32
To	0100-0570-002020	Corrections/Retirement	\$385.05

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$35,000
To	0100-0509-004509	Facilities/Facility Enhancemen	\$35,000

7. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
8. Discuss and consider approving the County Attorney's office Racial Profiling report for 2016.
9. Discuss, consider and take any appropriate action regarding the approval of Pct. 3 Constable, 2016 Racial Profiling Report.
10. Discuss and consider approving the 2016 Racial Profiling Report for County Sheriff
11. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through inter-departmental transfer including (1) Dell Poweredge server and (1) Dell Optiplex 7010 ( see attached lists) pursuant to Tx. Local Gov't Code 263.152.
12. Discuss, consider and take appropriate action on approving property tax collections for the month of December 2016 for the Williamson County Tax Assessor/Collector.
13. Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 for the month of December 2016 for the Williamson County Tax Assessor/Collector.

## **REGULAR AGENDA**

14. Hear update and discuss bills filed during the 85th Texas Legislative Session.
15. Hear presentation on Local Provider Participation Fund.
16. Discuss and hear a presentation on the Williamson County Livestock Show and Youth Fair.
17. Hear a presentation by the Williamson County Long Term Recovery Committee regarding the 2015 Memorial Day Floods.
18. Present and discuss new hours of operation for the Georgetown, Round Rock and Cedar Park offices effective February 6, 2017.
19. Discuss, consider, and take appropriate action on the issuance of a county burn ban for a period not to exceed 90 days and to authorize the County Judge to lift said ban when conditions improve.
20. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
21. Discuss, consider and take appropriate action on a Contract Amendment No. 2 for the Utility Coordination/Relocation Services efforts between Williamson County and Cobb Fendley & Associates, Inc. relating to the 2013 Road Bond Program.
22. Discuss, consider, and take appropriate action regarding the "Notice of Termination for Stormwater Discharges associated with Construction Activities" for Ronald Reagan North Phase 3, a Road Bond Project in Commissioner Pct. 3.

23. Discuss, consider, and take appropriate action regarding the "Notice of Termination for Stormwater Discharges associated with Construction Activities" for Ronald Reagan North Phase 4, a Road Bond Project in Commissioner Pct. 3.
24. Discuss, consider, and take appropriate action regarding the "Notice of Termination for Stormwater Discharges associated with Construction Activities" for Lakeline Blvd Ph 2, a Road Bond Project in Commissioner Pct. 2.
25. Discuss, consider, and take any appropriate action regarding Change Order No. 2 in the amount of \$33,848.00 for CR 258, a Road Bond Project in Commissioner Pct. 2.
26. Discuss, consider and take appropriate action on a Real Estate Zoila Santana for right of way needed on CR 111 (Parcel 43DE).
27. Discuss, consider and take appropriate action on an Assignment of Drainage Easement and a Quitclaim Deed transferring right of way to the City of Georgetown for Westinghouse Rd. from IH 35 to FM 1460.
28. Discuss, consider and take appropriate action regarding licensing agreement for PulsePoint software between PulsePoint Foundation and Williamson County.
29. Discuss, consider and take appropriate action on reappointment of Juli Word to the CapMetro Board of Directors for a three-year term beginning July 1, 2017 and ending on June 30, 2020.
30. Discuss, consider and take appropriate action on an appointment of a Williamson County Commissioners Court member to the CARTS Board of Directors.
31. Discuss, consider and take appropriate action on an appointment of an Elected Official to the Central Texas Clean Air Coalition.
32. Discuss, consider and take appropriate action on an appointment to the Solid Waste Advisory Committee.
33. Discuss, consider and take appropriate action on an appointment of an Elected Official to the Capital Area Regional Transportation Planning Organization.
34. Discuss, consider and take appropriate action related to determining the process in which to fill a potential vacancy in the Office of the Williamson County Treasurer (Loc. Gov't Code Sec. 87.041).
35. Discuss, consider and take appropriate action on the interpretation of the maximum merit allowed per employee per year and make any clarifications or amendments to the merit policy as deemed necessary.
36. Discuss, consider and take appropriate action on authorizing the renewal of Culverts Corrugated Metal Pipe, Contract #1601-050, for the same pricing, terms and conditions as the existing Contract for the term of March 8, 2017 – March 7, 2018, with Contech Engineered Solutions, LLC.
37. Discuss, consider and take appropriate action on approving the new Agreement for a sixty (60) month lease with Pitney Bowes for a SendPro P Series Postage Machine for the Williamson County Tax Office at \$370.68/month.

38. Discuss, consider, and take appropriate action on approving the purchase of (1) T150 Cargo Van and (1) F250 Truck for the Building Maintenance Department from Rush Truck Center utilizing BuyBoard contract 521-16 for a total amount of \$61,361.00.
39. Discuss, consider, and take appropriate action on approving contract with Tyler Technologies to provide consulting services to assist with the Odyssey software setup, configuration, and testing for additional Remote Booking Center, including LiveScan interface for a total cost of \$4215.00 to support the operations of the Williamson County Attorney's Office and authorize the County Judge to sign the agreement.
40. Discuss, consider, and take appropriate action on approving (1) 16 hour Loader/Dump Truck training class on February 21st through February 22nd, 2017 for the Road & Bridge Department from Amarillo Junior College District utilizing an Interlocal Agreement for a total amount of \$2,917.63.
41. Discuss, consider and take appropriate action on approving Agreement between Williamson County and I-Plow.Com, LLC for Government Collections and Compliance Professional Services for Williamson County Justice Of The Peace, Precinct One in the amount of \$5,650 annually.
42. Discuss, consider and take appropriate action on approving the Service Contract between Ford Audio-Video Systems, LLC and Williamson County for an Audio/Video System Modulator Upgrade, in the amount of \$23,190.96 as per Buyboard contract 482-15.
43. Discuss, consider and take appropriate action on approving the purchase of ammunition for the Sheriff's Office Firing Range in Hutto, in the amount of \$64,511.00, from Precision Delta as per Buyboard contract 432-13
44. Discuss, consider and take appropriate action on approving the purchase of Badges for the Jail and Sheriff's Office in the amount of \$21,480, from Miller Uniforms and Emblems, as per Buyboard contract 432-13.
45. Discuss, consider, and take appropriate action on authorizing the new licensing Agreement for pre-employment testing and scoring, for the term of February 1, 2017 - February 1, 2018, with Ergometrics and Applied Personnel Research, Inc., in the amount of \$5,500 annually.
46. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for EMS Donations.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.367401	EMS Donations	\$60.78

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0540.003670	Use of Donations	\$60.78



**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)."***

48. 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.
49. 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 the acquisition of real property for right-of-way for Mays St. Extension
  - b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
  - c) Discuss the acquisition of real property for CR 176 at RM 2243
  - d) Discuss the acquisition of real property with endangered species for mitigation purposes.
  - e) Discuss the acquisition of real property: CR 101
  - f) Discuss the acquisition of real property: CR 111
  - g) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
  - h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
  - i) Discuss the acquisition of real property for County Facilities.
  - j) Discuss the acquisition of real property on CR 305.
  - k) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
  - l) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.
  - m) Discuss the acquisition of a drainage easement for CR 108.
  - n) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
  - o) Discuss the acquisition of real property for CR 258.
  - p) Discuss the acquisition of real property for Lakeline Blvd.
  - q) Discuss the acquisition of real property for US 183.
- 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 possible sale of 183 A excess right of way
  - c) Discuss proposed sale of real estate of Blue Springs Blvd
  - d) Discuss transfer of right of way for Westinghouse Rd. to the City of Georgetown.
  - e) Discuss wastewater easements in Berry Springs Park
  - f) Discuss Development Agreement with Ashby Capital Investments, LLC
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

50. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
  - b) Status Update-Pending Cases or Claims;
  - c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
  - d) Employee/personnel related matters
  - e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
  - f) 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 419<sup>th</sup> Judicial District Court of Travis County
  - j) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and 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) Legislative changes to firearms laws and possession of firearms on county property
  - 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) 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
  - x) Cause No. 1JC-16-1540; *Roy Earl Briggs v. Lt. Doug Wheless*, In The Justice Court Precinct 1, Williamson County, Texas
  - y) Civil Action No. 1:16-cv-01185-SS-ML, *Jose Refugio Fernandez-Madrid v. Keefe Commissary and the Williamson County Sheriff*, In the United States District Court for the Western District of Texas – Austin Division
  - z) Law relating requests for the closure, abandonment or vacation of roadway(s) in the Woodland Park Subdivision.
51. 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).

52. 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).
53. Deliberate the appointment, employment and duties of the Williamson County Purchasing Agent; and conduct any interviews necessary with potential candidates for such appointment (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

REGULAR AGENDA (continued)

54. Discuss and take appropriate action concerning economic development.
55. Discuss and take appropriate action concerning real estate.
56. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
  - a) Litigation or claims or potential litigation or claims against the County or by the County
  - b) Status Update-Pending Cases or Claims;
  - c) Civil Action No. 1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
  - d) Employee/personnel related matters
  - e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
  - f) 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.  
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) Berry Springs Park and Preserve pipeline
  - s) 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).
  - t) Discuss requirements related to health benefit plan.
  - u) 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

v) 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

w) Cause No. 1JC-16-1540; *Roy Earl Briggs v. Lt. Doug Wheless*, In The Justice Court Precinct 1, Williamson County, Texas

x) Civil Action No. 1:16-cv-01185-SS-ML, *Jose Refugio Fernandez-Madrid v. Keefe Commissary and the Williamson County Sheriff*, In the United States District Court for the Western District of Texas – Austin Division

y) Law relating requests for the closure, abandonment or vacation of roadway(s) in the Woodland Park Subdivision.

57. Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.
58. Discuss, consider and take appropriate action on tendering an offer of employment, hiring and appointing the Williamson County Purchasing Agent that shall serve in accordance with Section 262.0115 of the Texas Local Government Code.
59. Comments from Commissioners.

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Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 at \_\_\_\_\_ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session****5.****Meeting Date:** 01/31/2017

Line Item Transfer

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

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**Information****Agenda Item**

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

**Background**

Sheriff Chody would like for the Asst Chief Deputy at the Jail as well as his three Commanders to carry a cell phone. This transfer will enable the Jail to have funding available for the remaining 9 months of this fiscal year.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0570-003005	Corrections/Office Furniture	\$3,485.37
To	0100-0570-001109	Corrections/Cell Phone	\$2,880.00
To	0100-0570-002010	Corrections/FICA	\$220.32
To	0100-0570-002020	Corrections/Retirement	\$385.05

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office (Originator)

Form Started By: Ashlie Koenig

Final Approval Date: 01/26/2017

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

01/23/2017 04:42 PM

01/26/2017 07:42 AM

Started On: 01/23/2017 03:00 PM

**Commissioners Court - Regular Session****6.****Meeting Date:** 01/31/2017

Line Item Transfer

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

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**Information****Agenda Item**

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

**Background**

Currently budgeted are funds to replace a portion of carpet at the Sheriff's Office. Because of new administration and many changes, we have several individuals in another section of the building moving and changing office space. Because this space has been vacated temporarily we are asking the court to replace carpet in additional work areas now vs. next year. This simplifies the process since the offices are empty. Delaying this would mean having to find temporary work stations for employees while this work is being done next fiscal year.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$35,000
To	0100-0509-004509	Facilities/Facility Enhancemen	\$35,000

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 01/26/2017

**Reviewed By**

Wendy Coco

**Date**

01/26/2017 11:28 AM

Started On: 01/26/2017 10:41 AM

**Commissioners Court - Regular Session****7.****Meeting Date:** 01/31/2017

Compensation Items

**Submitted By:** Tara Raymore, Human Resources**Department:** Human Resources**Agenda Category:** Consent

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**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 additional information.

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Tara Raymore

Final Approval Date: 01/26/2017

**Reviewed By**

Wendy Coco

**Date**

01/26/2017 10:02 AM

Started On: 01/26/2017 09:10 AM

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Available Funds From	Earliest Oracle Effective Date
Constable Pct. 1	0263	Vacant	\$36,719.02	\$36,171.20	-\$547.82	-1.49%	need funds moved to unallocated	Vacancy	1/27/2017
Constable Pct. 1	0273	Vacant	\$35,649.54	\$36,171.20	\$521.66	1.46%	Salary Change	Unallocated	1/27/2017
EMS	0788	02458	\$60,292.61	\$61,498.47	\$1,205.86	2.00%	Merit	Unallocated	1/27/2017
EMS	0869	03068	\$49,413.92	\$49,769.70	\$355.78	0.72%	Merit	Unallocated	1/27/2017
EMS	0846	03111	\$49,401.77	\$49,841.44	\$439.67	0.89%	Merit	Unallocated	1/27/2017
EMS	1642	10769	\$73,465.27	\$74,934.58	\$1,469.31	2.00%	Merit	Unallocated	1/27/2017
EMS	0812	10892	\$60,292.61	\$60,322.75	\$30.14	0.05%	Merit	Unallocated	1/27/2017
County Attorney	0037	13688	\$63,042.46	\$63,735.88	\$693.42	1.10%	Merit	Unallocated	1/27/2017
County Attorney	0033	02271	\$63,042.46	\$63,672.96	\$630.50	1.00%	Merit	Unallocated	1/27/2017
County Attorney	0018	13689	\$39,787.84	\$40,583.60	\$795.76	2.00%	Merit	Unallocated	1/27/2017
Corrections	0570	05518	\$62,239.84	\$74,382.36	\$12,142.52	19.51%	Grade change to L5.5 to L5.14 due to peace officer tenure	Unallocated	1/27/2017
Sheriff	1279	Vacant	\$66,297.34	\$80,542.02	\$14,244.68	21.49%	Title, Grade and Salary change from Deputy Sheriff L1.1 to Sergeant Supt L3.16	Unallocated	1/27/2017
Corrections	0320	14070	\$26,658.09	\$27,191.25	\$533.16	2.00%	Upgrade to min pay of B grade chart	Unallocated	1/13/2017
Building Maintenance	0246	Vacant	\$49,414.04	N/A	N/A	N/A	Title and Grade Change-HVAC Tech I B.18 to HVAC II B.20	Unallocated	1/27/2017

\*Amount may vary slightly due to rounding in Oracle



**Commissioners Court - Regular Session****8.****Meeting Date:** 01/31/2017

2016 Racial Profiling Report

**Submitted For:** D. Hobbs**Submitted By:** Stephanie Lloyd, County Attorney**Department:** County Attorney**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss and consider approving the County Attorney's office Racial Profiling report for 2016.

**Background**

as per the Texas Code of Criminal Procedure Article 2.132 we are filing this report with TCOLE as exempt status.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[2016 racial profile report](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 01/23/2017

**Reviewed By**

Wendy Coco

**Date**

01/23/2017 11:45 AM

Started On: 01/23/2017 11:30 AM

First Assistant County Attorney  
Brandon Bakroub  
Of Counsel/Chief Civil Attorney  
Henry (Hank) Prejean  
Chief Criminal Prosecutor  
Stephanie Greger  
Chief Family Justice Attorney  
David Brown  
Chief Juvenile Prosecutor  
Michael Cox

**DEE HOBBS**  
**COUNTY ATTORNEY**

405 M.L.K. Street #7  
Georgetown, Texas 78626



Chief Office Administrator  
Stephanie Lloyd  
Chief of Staff  
Peggy Vasquez  
Investigators  
Melissa Hightower (Chief)  
Rudy Gonzalez  
W. Blake Plueckhahn  
Nathan Rowland  
John McKinney

Phone (512) 943-1111 • Fax (512) 943-1120 • Website [www.wilco.org](http://www.wilco.org)

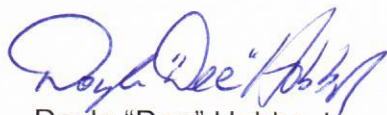
**MEMORANDUM**


TO: Williamson County Commissioners Court  
FROM: Dee Hobbs, County Attorney  
DATE: January 23, 2017  
SUBJECT: 2016 Racial Profiling Report

Pursuant to the Texas Code of Criminal Procedure Article 2.132, please be advised the County Attorney's Office is "exempt" from statistical reports for Traffic and pedestrian stops, otherwise known as Racial Profiling reports and has filed the exempt status with the Texas Commission on Law Enforcement for the 2016 reporting year.

The County Attorney's Office files the Exempt status based on the "exempt" definition found on the Texas Commission on Law Enforcement website which is defined as agencies that do not routinely make motor vehicle stops. Should an Investigator make a traffic stop, they are required to complete a field contact information sheet per office policy.

Respectfully,

  
Doyle "Dee" Hobbs Jr.  
County Attorney

  
Melissa Hightower  
Chief Investigator

**Commissioners Court - Regular Session****9.****Meeting Date:** 01/31/2017

Racial Profiling Report

**Submitted By:** Theresa Lock, Constable Pct. #3**Department:** Constable Pct. #3**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take any appropriate action regarding the approval of Pct. 3 Constable, 2016 Racial Profiling Report.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Racial Profiling 2016

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**Form Review****Inbox**

County Judge Exec Asst.

Constable Pct. 3 (Originator)

Form Started By: Theresa Lock

Final Approval Date: 01/25/2017

**Reviewed By**

Wendy Coco

Theresa Lock

**Date**

01/24/2017 04:59 PM

01/25/2017 04:15 PM

Started On: 01/24/2017 10:33 AM



**Kevin Stofle**  
**Constable Precinct 3**  
**Williamson County, Texas**

## **MEMORANDUM**

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To: Williamson County Commissioner's Court  
From: Kevin Stofle, Constable Pct. 3  
Date: January 23, 2017  
Subject: Racial Profiling Report

In compliance with Texas Code of Criminal Procedures Article(s) 2.133 and 2.134 attached please find a statistical report for Traffic and Pedestrian Stops — Racial Profiling, submitted to the Williamson County Commissioner's Court as the governing body for the Precinct 3 Constable's Office. This report reflects the period of January 1, 2016, to December 31, 2016.

The Texas Commission on Law Enforcement (TCOLE) possesses the secured master-reporting format and analyzes spreadsheet. The Williamson County Precinct 3 Constable's Office submitted all of our required data to produce the results in the attached statistical report by TCOLE. The data collected is our required documentation of all contacts with the public either by traffic stop or pedestrian stop, whereby individual(s) were detained by probable cause or reasonable suspicion for any alleged offense(s).

The totality of **52** Detentions reflect the following:

- 13.46% were African
- 0% were Asian
- 82.6% were Caucasian
- 3.85% were Hispanic
- 0% were Middle Eastern
- 0% were Native American

The data reflects no issues or concerns with racial profiling from Precinct 3 Constable's Office.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Kevin Stofle". The signature is fluid and cursive, with the first name "Kevin" and last name "Stofle" clearly distinguishable.

Kevin Stofle  
Constable Precinct 3

# Racial Profiling Report | Tier one

<b>Agency Name:</b>	WILLIAMSON CO. CONST. PCT. 3
<b>Reporting Date:</b>	01/23/2017
<b>TCOLE Agency Number:</b>	491103
<b>Chief Administrator:</b>	THERESA LOCK
<b>Agency Contact Information:</b>	
<b>Phone:</b>	512-943-1436
<b>Email:</b>	TLOCK@WILCO.ORG
<b>Mailing Address:</b>	301 SE. INNER LOOP SUITE 102 GEORGETOWN TX 78633

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1), Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

WILLIAMSON CO. CONST. PCT. 3 has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibits peace officers employed by the WILLIAMSON CO. CONST. PCT. 3 from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the WILLIAMSON CO. CONST. PCT. 3 if the individual believes that a peace officer employed by the WILLIAMSON CO. CONST. PCT. 3 has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the WILLIAMSON CO. CONST. PCT. 3 who, after an investigation, is shown to have engaged in racial profiling in violation of the WILLIAMSON CO. CONST. PCT. 3's policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is

issued and to arrests made as a result of those stops, including information relating to:

- a.) the race or ethnicity of the individual detained;
- b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and
- c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:

- a.) the Commission on Law Enforcement; and
- b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

**Executed by:** THERESA LOCK

Chief Administrator

**WILLIAMSON CO. CONST. PCT. 3**

**Date:** 01/23/2017

**WILLIAMSON CO. CONST. PCT. 3 Motor Vehicle Racial Profiling Information**

Total stops: 52

Number of motor vehicle stops

Citation only: 51

Arrest only: 1

Both: 0

Race or ethnicity

African: 7

Asian: 0

Caucasian: 43

Hispanic: 2

Middle eastern: 0

Native american: 0

Was race known ethnicity known prior to stop?

Yes: 0

No: 52

Was a search conducted

Yes: 0

No: 52

Was search consented?

Yes: 0

No: 0

Submitted electronically to the



The Texas Commission on Law Enforcement



## Tier 1 State Report

Date Range: 01/01/2016 00:00:00 - 12/31/2016 23:59:59

## PARTIAL EXEMPTION RACIAL PROFILING REPORTING (TIER 1)

INSTRUCTIONS: Please fill out all boxes. If zero, use 0.

1. Total on line 4, 11, 14 and 17 must be equal

2. Total on line 20 must equal line 15

AGENCY NAME: WILLIAMSON COUNTY CONSTABLE PRECINCT 3

Number of motor vehicle stops (mark only 1 category per vehicle stop):

1. 51 Citation Only2. 1 Arrest Only3. 0 Both4. 52 (Total of 1-3)

Race or Ethnicity (mark only 1 category per vehicle stop):

5. 7 African6. 0 Asian7. 43 Caucasian8. 2 Hispanic9. 0 Middle Eastern10. 0 Native American11. 52 (Total of 5-10, must be the same as #4)

Race or Ethnicity known prior to stop?

12. 0 Yes13. 52 No14. 52 (Total of 12-13, must be the same as #4 and #11)

Search Conducted?

15. 0 Yes16. 52 No17. 52 (Total of 15-16, must be the same as #4, #11, and #14 above)

Was search consented?

18. 0 Yes19. 0 No20. 0 (Total, must equal #15)

**Commissioners Court - Regular Session****10.****Meeting Date:** 01/31/2017

Report

**Submitted For:** Robert Chody**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss and consider approving the 2016 Racial Profiling Report for County Sheriff

**Background**

The Texas Code of Criminal Procedure requires this annual reporting to the local governing body of data collected on the race or ethnicity of individuals stopped and issued a citation or arrested for traffic violations and whether or not those individuals were searched.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[2016 Racial Profiling Report and Letter](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 01/25/2017

**Reviewed By**

Wendy Coco

**Date**

01/25/2017 02:27 PM

Started On: 01/25/2017 11:18 AM



Tim Ryle  
Chief Deputy

**Robert Chody**  
WILLIAMSON COUNTY SHERIFF  
508 South Rock Street  
Georgetown, Texas 78626  
Phone (512) 943-1300 \* Fax (512) 943-1444

Roy Fikac  
Asst Chief Deputy- Law Enforcement

Randolph Doyer  
Asst Chief Deputy - Corrections

January 23, 2017

Honorable Dan A. Gattis  
Williamson County Judge  
301 S.E. Inner Loop, Suite 109  
Georgetown, Texas 78626

Dear Judge Gattis:

Article 2.132 (7) of the Texas Code of Criminal Procedure requires the annual reporting to the local governing body of data collected on the race or ethnicity of individuals stopped and issued a citation or arrested for traffic violations and whether or not those individuals were searched. Since the new law provided no clear instruction to a governing body on how to review such data, the Williamson County Sheriff's Office requested this analysis and review to assist the Commissioners Court in reviewing the data.


The analysis of material and data from the Williamson County Sheriff's Office revealed the following:

- A comprehensive review of the Williamson County Sheriff's Office regulations, specifically Section 5.41 outlining the department's policy concerning racial profiling, shows that the Williamson County Sheriff's Office is in compliance with Article 2.132 of the Texas Code of Criminal Procedure.
- A review of the curriculum presented and supporting documentation reveals that the Williamson County Sheriff's Office is in compliance with Texas law on training and education regarding racial profiling.
- A review of the documentation produced by the department in both print and electronic form reveals that the department is in compliance with applicable Texas law on the racial profiling complaint process and public education about the complaint process.
- Analysis of the data reveals that the department is in compliance with applicable Texas law on the collection of racial profiling data.

- The analysis of statistical information from the Williamson County Sheriff's Office reveals that there are no methodologically conclusive indications of systemic racial profiling by the department.
- The Williamson County Sheriff's Office is in compliance with applicable Texas law concerning the prohibition of racial profiling.

Attached are the 2016 racial profiling statistics used to make this determination. Please let me know if you have any questions.

Sincerely,

  
Robert Chody  
Sheriff

RC/km  
Enc.



**Williamson County Sheriff's Office**  
**Racial Profiling report**  
**1/1/2016 to 12/31/2016**



Race Known Demographics		Total	Race Known No	Race Known Yes
Total		21,513	21,248	265
	Total	76	76	0
		3	3	0
	Hispanic	14	14	0
	Non-Hispanic	28	28	0
	Unknown	31	31	0
African American	Total	2,110	2,093	17
		27	27	0
	Hispanic	16	16	0
	Non-Hispanic	2,057	2,040	17
	Unknown	10	10	0
Asian	Total	1,108	1,099	9
		4	4	0
	Hispanic	19	18	1
	Non-Hispanic	1,049	1,041	8
	Unknown	36	36	0
Native American	Total	36	36	0
	Non-Hispanic	36	36	0
Unknown	Total	394	389	5
		123	122	1
	Hispanic	121	118	3
	Non-Hispanic	150	149	1
White	Total	17,789	17,555	234
		115	115	0
	Hispanic	4,693	4,637	56
	Non-Hispanic	12,802	12,625	177
	Unknown	179	178	1



# Williamson County Sheriff's Office

## Racial Profiling report

### 1/1/2016 to 12/31/2016



Demographics Of Searches	Total		CONSENT	IMPOUND	INCI-ARR	K-9	NONE	PC/TERRY	PLAIN VIEW
<b>Total</b>	21,513	20	272	74	62	75	20,801	199	9
	76	0	2	0	0	1	73	0	0
<b>African American</b>	2,110	1	38	8	8	10	2,009	35	1
<b>Asian</b>	1,108	0	3	0	0	2	1,100	2	1
<b>Native American</b>	36	0	0	0	0	0	36	0	0
<b>Unknown</b>	394	0	1	1	0	1	386	3	2
<b>White</b>	17,789	19	228	65	54	61	17,197	159	5

WARRANT
1
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1

**Commissioners Court - Regular Session****11.****Meeting Date:** 01/31/2017

Asset Transfer

**Submitted By:** Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through inter-departmental transfer including (1) Dell Poweredge server and (1) Dell Optiplex 7010 ( see attached lists) pursuant to Tx. Local Gov't Code 263.152.

**Background**

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 01/26/2017

**Reviewed By**

Wendy Coco

**Date**

01/26/2017 09:01 AM

Started On: 01/26/2017 08:22 AM



# Williamson County

## Asset Status Change Form

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

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

### Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell PowerEdge T620 server	F3YY PW 1		Working

### Parties involved:

FROM (Transferor Department): Auction

JAN 20 2017

Transferor - Elected Official/Department Head/  
Authorized Staff:

Contact Person:

Print Name

Tony Hill

Print Name

Signature

[Signature]

Date Phone Number

1/19/17

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

Technology Services

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

Tammy McElley

Print Name

Holly Shell

Signature

[Signature]

Date Phone Number

512-943-1450

\* 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

☐ SALE at the earliest auction \*

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

☐ DONATION to a non-county entity

☐ DESTRUCTION due to Public Health / Safety

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

### Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 7010	416GCY1		<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

### Parties involved:

FROM (Transferor Department):

Auction

JAN 20 2017

Transferor - Elected Official/Department Head/

Authorized Staff:

Tony Hal

Contact Person:

Tony Hal

Print Name

Print Name

Signature

Date Phone Number

1-11-17 943-3314

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

F.T.S

Transferee - Elected Official/Department Head/

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

Tammy McCulley

Contact Person:

Mike Goins

Print Name

Print Name

Signature

Date Phone Number

1/12/17 512-943-1455

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

## Forward to County Auditor's Office

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

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

**Commissioners Court - Regular Session****12.****Meeting Date:** 01/31/2017

Property Tax Collections – December 2016

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

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**Information****Agenda Item**

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

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[120116-123116 GWI-RFM](#)[120116-123116 GWI-RFM Graph](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Sandra Surratt

Final Approval Date: 01/23/2017

**Reviewed By**

Wendy Coco

**Date**

01/23/2017 09:27 AM

Started On: 01/20/2017 11:03 AM

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

<b>Williamson County General Fund</b>	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
2016	\$226,223,062.05	\$510,901.93	\$226,733,963.98	\$121,574,136.37	\$0.00	(\$4.19)	\$87,264,538.94	\$139,469,425.04	61.51%	61.51%	61.73%
2015 & Prior	\$2,047,458.40	(\$258,815.13)	\$1,788,643.27	(\$20,283.59)	\$21,724.03	\$549.48	\$1,713,182.94	\$75,460.33	4.22%	8.07%	
Rollbacks	\$468,099.22	\$231,344.66	\$699,443.88	\$239,444.39	\$0.00	(\$0.02)	\$339,341.75	\$360,102.13	51.48%	51.48%	
<b>Total All</b>	<b>\$228,738,619.67</b>	<b>\$483,431.46</b>	<b>\$229,222,051.13</b>	<b>\$121,793,297.17</b>	<b>\$21,724.03</b>	<b>\$545.27</b>	<b>\$89,317,063.63</b>	<b>\$139,904,987.50</b>	<b>61.03%</b>	<b>61.06%</b>	

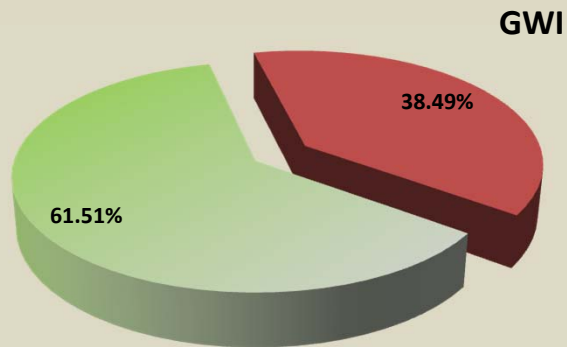
<b>Williamson County RFM</b>	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2016	\$20,562,004.13	\$49,522.22	\$20,611,526.35	\$11,039,073.46	\$0.00	(\$0.47)	\$7,946,265.98	\$12,665,260.37	61.45%	61.45%	61.65%
2015 & Prior	\$172,606.65	(\$22,578.70)	\$150,027.95	(\$1,618.21)	\$1,906.67	\$49.18	\$142,889.48	\$7,138.47	4.76%	8.81%	
Rollbacks	\$37,565.88	\$18,615.71	\$56,181.59	\$19,296.56	\$0.00	\$0.00	\$27,068.28	\$29,113.31	51.82%	51.82%	
<b>Total All</b>	<b>\$20,772,176.66</b>	<b>\$45,559.23</b>	<b>\$20,817,735.89</b>	<b>\$11,056,751.81</b>	<b>\$1,906.67</b>	<b>\$48.71</b>	<b>\$8,116,223.74</b>	<b>\$12,701,512.15</b>	<b>61.01%</b>	<b>61.04%</b>	

2016 COMBINED MONTHLY BREAKDOWN

Oct-16	\$249,510,796.33	\$174,087.04	\$249,684,883.37	\$9,479,071.82	\$21,239.64	\$1,658.11	\$240,204,153.44	\$9,480,729.93
Nov-16	\$249,684,883.37	\$633,585.03	\$250,318,468.40	\$10,270,321.69	\$30,038.80	\$4,805.07	\$230,562,611.71	\$19,755,856.69
Dec-16	\$250,318,468.40	(\$278,681.38)	\$250,039,787.02	\$132,850,048.98	\$23,630.70	\$593.98	\$97,433,287.37	\$152,606,499.65

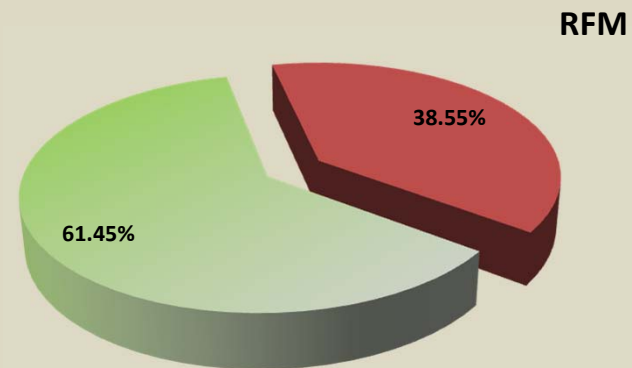
### Year to Date Collection Report October 1, 2016 - December 31, 2016

YTD Collected YTD Uncollected

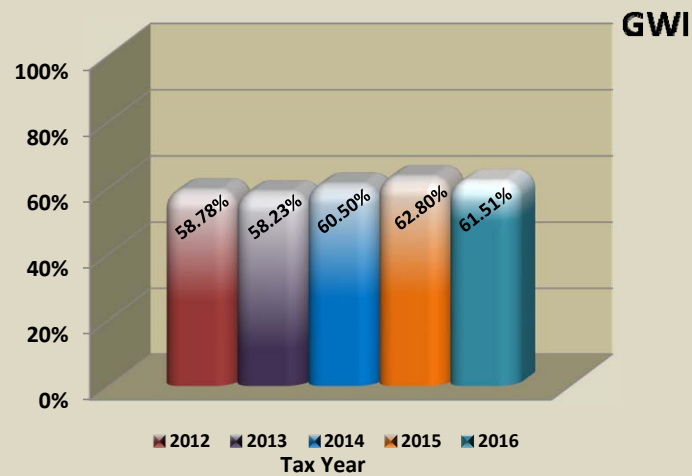


### Year to Date Collection Report October 1, 2016 - December 31, 2016

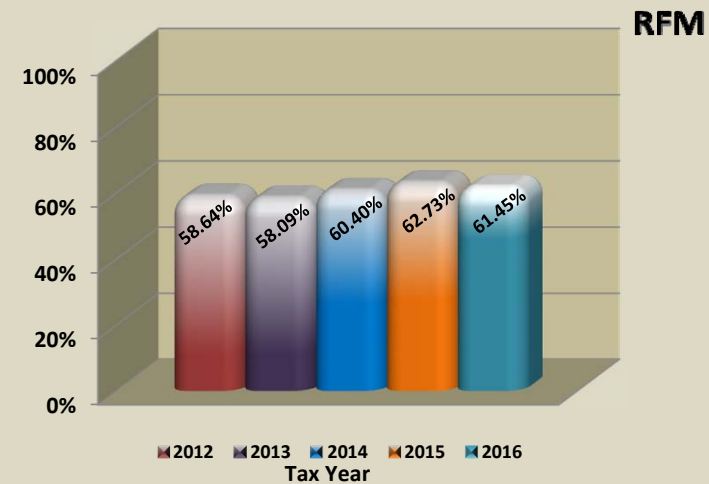
YTD Collected YTD Uncollected



### Percent of Roll Collected Comparison December 2012-2016



### Percent of Roll Collected Comparison December 2012-2016



**Commissioners Court - Regular Session****13.****Meeting Date:** 01/31/2017

Property Tax Refunds – Over 2500 – December 2016

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

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**Information****Agenda Item**

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

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**120116-123116 Refunds Over 2500

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Sandra Surratt

Final Approval Date: 01/23/2017

**Reviewed By**

Wendy Coco

**Date**

01/23/2017 09:27 AM

Started On: 01/20/2017 11:10 AM



Date: January 18, 2017

To: Members of the Commissioners Court

From: Larry Gaddes, CTA

Larry Gaddes, C T A  
Tax Assessor Collector

Subject: Property Tax Refunds

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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.

Main Office and Mailing Address:

904 South Main Street  
Georgetown, Texas 78626  
Motor Vehicle Telephone: 512.943.1602  
Property Tax Telephone: 512.943.1603  
[www.wilco.org/tax](http://www.wilco.org/tax)

1801 E. Old Settler's Blvd., Ste 115  
Round Rock, Texas 78664  
Telephone: 512.244.8644

Annex Locations:

350 Discovery Blvd., Ste. 101  
Cedar Park, Texas 78613  
Telephone: 512.260.4290

412 Vance St., Ste. 1  
Taylor, Texas 76574  
Telephone: 512.352.4140

Property Tax  
Account QuickReport  
As of December 31, 2016

Date	Num	Name	Memo	Amount
<b>Refunds Payable - Taxpayers</b>				
12/09/2016	60257	BALDWIN BROTHERS, INC	R379588 - Overpayment	-2,973.25
12/09/2016	60260	SHAWN MCGRATH	R442923 - Overpayment	-6,650.00
12/16/2016	60276	LERETA	Multiple Accounts - Over & Double payments	-78,251.55
12/16/2016	60282	TRINITY TITLE OF TEXAS, LLC	R534059 - Double payment	-2,767.96
12/16/2016	60285	CAPITOL WRIGHT DISTRIBUTING LLC	R102651 - Double payment	-33,268.44
12/28/2016	60295	WELLS FARGO	Multiple Accounts - Over & Double payments	-98,158.27
12/28/2016	60296	WILLIAMSON COUNTY TAX OFFICE	R301410 - Double payment - Pay back	-4,199.19
12/28/2016	60297	WILLIAMSON COUNTY TAX OFFICE	R391599 - Double payment - Pay back	-3,558.19
12/28/2016	60298	CORELOGIC TAX SERVICES, LLC	Multiple Accounts - Over & Double payments	-1,561,727.39
12/28/2016	60300	ED WOHLRAB	R366349 - Overpayment	-6,489.35
12/28/2016	60314	RANDOLPH-BROOKS FEDERAL CREDIT UNION	Multiple Accounts - Double payments	-7,060.25
12/28/2016	60317	O'REILLY AUTO ENTERPRISES LLC	Multiple Accounts - Overpayments	-34,101.19
12/28/2016	60335	PENNYMAC LOAN SERVICES LLC	Multiple Accounts - Overpayments	-33,256.48
12/28/2016	60344	EDWARD OR SUSAN MCLAIN	R335368 - Overpayment	-5,404.55
12/28/2016	60353	VANTAGE POINT TITLE INC	R440346 - Overpayment	-6,307.99
Total Refunds Payable - Taxpayers				<u>-1,884,174.05</u>
<b>TOTAL</b>				<u><b>-1,884,174.05</b></u>



**Commissioners Court - Regular Session****14.****Meeting Date:** 01/31/2017

Legislative Update and Discussion

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

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**Information****Agenda Item**

Hear update and discuss bills filed during the 85th Texas Legislative Session.

**Background**

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 01/19/2017

**Reviewed By**

Wendy Coco

**Date**

01/19/2017 08:40 AM

Started On: 01/18/2017 05:51 PM

**Commissioners Court - Regular Session****15.****Meeting Date:** 01/31/2017

LLPP Fund Presentation

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

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**Information****Agenda Item**

Hear presentation on Local Provider Participation Fund.

**Background**

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**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: Kathy Pierce

Final Approval Date: 01/26/2017

**Reviewed By**

Wendy Coco

**Date**

01/26/2017 11:28 AM

Started On: 01/26/2017 11:05 AM

**Commissioners Court - Regular Session****16.****Meeting Date:** 01/31/2017

Expo

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

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**Information****Agenda Item**

Discuss and hear a presentation on the Williamson County Livestock Show and Youth Fair.

**Background**

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 01/24/2017

**Reviewed By**

Wendy Coco

**Date**

01/24/2017 04:59 PM

Started On: 01/24/2017 10:03 AM

**Commissioners Court - Regular Session****17.****Meeting Date:** 01/31/2017

Report

**Submitted By:** Wendy Coco, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Hear a presentation by the Williamson County Long Term Recovery Committee regarding the 2015 Memorial Day Floods.

**Background**

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**Fiscal Impact**

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

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**Form Review**

Form Started By: Wendy Coco

Started On: 01/26/2017 03:56 PM

Final Approval Date: 01/26/2017

**Williamson County VOAD  
Long Term Recovery Committee  
2015 Memorial Day Floods**

**Status Report for the Honorable Judge Dan Gattis**

**January 26, 2017**

**Presented by:  
Jeanne McClellan, Ed.D,  
VOAD President 2017-2019  
Long Term Recovery Chair**

**Meeting Purpose:**

**Update on Status of 2015 Flood Recovery**

**Discussion on recognition of donors and volunteers**

**Williamson County Long Term Recovery  
2015 Memorial Day Floods  
Update Report for the Honorable Judge Dan Gattis  
January 26, 2017**

**Case Management/Construction**

Total number of cases opened for Williamson County: 95

Total number of cases closed :86

Total number of homes that needed repairs: 61

58 repairs

3 rebuilds/replace

Cases cancelled by homeowner or otherwise addressed: 29

Repairs completed: 25

Repairs currently in process: 4

Remaining repairs funded pending start: 1 (Georgetown)

Rebuild funded pending start: 1

Homes remaining to be funded: 1

Rebuild pending final funding

**Still Need \$15,225.000 to complete the funding for the last home**

*NOTE: The Williamson County Long Term Recovery Committee has entered into an agreement with Habitat for Humanity to oversee construction and volunteer coordination for the remaining two rebuilds. Construction is set to begin on one of the homes on March 1. As soon as the second home is fully funded, Habitat for Humanity will establish the start date for this home as well.*

**Funding Summary**

Allocated funds from donations: \$408,436.08 (to date)

(most cash through United Way and some direct pay to vendor)

Funding agencies involved: 24

Williamson County Long Term Recovery

United Way of Williamson County

Central Texas Conference of the United Methodist Church

Austin Disaster Relief Network

Drops of Grace

Salvation Army Disaster Services

Society of St. Vincent DePaul

Central Baptist Church, Round Rock

Round Rock Serving Center

Habitat for Humanity Williamson County

United Church of Christ

The Church of Jesus Christ of Latter-day Saints

American Red Cross of Central Texas

City of Taylor

Taylor Press  
(Funding Agencies continued)

Taylor Area Ministerial Alliance  
Calvary Relief Ministries  
Oasis Church, Taylor  
Shepherds Heart, Taylor  
The Caring Place, Georgetown  
Catholic Charities of Central Texas  
Keller Williams Realty  
Hutto Has Heart  
Taylor Lions Club

Numerous individual/anonymous donations were made through the United Way of Williamson County as well.

#### **In Kind Donations**

House in a Box Program (24 issued) Approx Value: \$29,400

Community Donated Furniture and Household Items Value: Unable to determine due to volume of items received.

#### **Businesses that Provided Discounts or Donated Services or Materials**

McCoy's Building Supply  
Progressive Waste/WC of Texas  
Saf-T-Box  
Waste Management  
Texas Disposal Systems  
Home Depot

Storage container load of factory thirds, ceramic tile Storage container load of surplus and slightly damaged goods.

Williamson County Long Term Recovery 2015 Memorial Day Floods

#### **Volunteers**

Combined Groups: 36

Combined Volunteers: 663

Combined Hours: 15,438

FEMA Vol. Hrs. Value: \$339,636 (Approximate amount saved on labor costs)

Combined Days: 91

Number Housed: 309

#### ***Out-of-Town Volunteers from:***

Ithaca, New York  
State College, PA  
Dallas, Texas  
Madison, Wisconsin o Slidell, Louisiana  
New York, New York o Des Moines, Iowa

*(Out-of-town volunteers, continued)*

Osh Kosh, Wisconsin  
Mansfield, Texas  
Aledo, Texas  
Huntsville, Texas  
Hartselle, Alabama  
New Castle, Texas  
Southern California

*Local volunteers from:*

Round Rock  
Georgetown  
Jarrell  
Taylor  
Hutto  
Rockdale  
Pflugerville

**Volunteer Monetary Donations:**

To the host churches providing their housing  
To Long Term Recovery fund  
Additional needs at client homes

**Volunteer Housing/Facility Locations**

Tenth Street UMC, Taylor, TX  
First UMC, Taylor, Taylor, TX  
First Baptist Church, Taylor, TX  
Down Home Ranch, Elgin, TX  
Taylor ISD Stadium Field House

**TOTAL FUNDS, MATERIALS, AND SERVICES DONATED TO DATE (1/24/17)**

Cash	\$408,436.08
In-Kind	<u>29,400.00</u>
TOTAL	\$437,836.08

*Plus the value of discounted or donated professional services and materials still being calculated*

*Plus the value of office space, phones, use of office equipment, etc. provided by 10<sup>th</sup> Street Methodist Church for Case Managers and Construction Managers*

**Total Value of Volunteer Support to date - \$339,636.00**

**Estimated completion of final two rebuilds: June 2017**



**Commissioners Court - Regular Session****18.****Meeting Date:** 01/31/2017

New hours of operation for the office effective February 6, 2017

**Submitted For:** Larry Gaddes**Submitted By:** Judy Kocian, County Tax Assessor  
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Present and discuss new hours of operation for the Georgetown, Round Rock and Cedar Park offices effective February 6, 2017.

**Background**

Our goals are to reduce the amount of comp time earned by employees; last year, staff accrued almost 700 hours of comp time and accommodate those customers that are not able to perform their transactions during the normal hours of operation of 8:00 a.m. to 4:30 p.m. In order to accomplish this effort, we would like to have the Georgetown, Round Rock and Cedar Park offices change their hours of operation where the offices are open every Monday from 8:00 a.m. to 5:30 p.m. The remainder of the week (Tuesday through Friday), offices would be open from 8:00 a.m. to 4:30 p.m. Due to the size of the Taylor office as well as staffing, this office would continue to have the regular Monday through Friday hours of 8:00 a.m. to 5:00 p.m.

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 01/26/2017

**Reviewed By**

Wendy Coco

**Date**

01/26/2017 09:01 AM

Started On: 01/24/2017 08:25 AM

**Commissioners Court - Regular Session****19.****Meeting Date:** 01/31/2017

County Burn Ban

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

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on the issuance of a county burn ban for a period not to exceed 90 days and to authorize the County Judge to lift said ban when conditions improve.

**Background**

While rainfall has been plentiful, grasses are dead from freezes and are very susceptible to ignition. Wet conditions further hinder fire operations by limiting access to the fire with heavy equipment, which could lead to fire growth and increased loss.

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Jarred Thomas

Final Approval Date: 01/26/2017

**Reviewed By**

Wendy Coco

**Date**

01/26/2017 09:01 AM

Started On: 01/26/2017 08:25 AM

**Commissioners Court - Regular Session****20.****Meeting Date:** 01/31/2017

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

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**Information****Agenda Item**

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

**Background**

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 12/15/2016

**Reviewed By**

Wendy Coco

**Date**

12/15/2016 02:20 PM

Started On: 12/15/2016 11:32 AM

**Commissioners Court - Regular Session****21.****Meeting Date:** 01/31/2017

Cobb Fendley Utility Coordination and Relocation Services Contract Amendment No 2

**Submitted By:** Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a Contract Amendment No. 2 for the Utility Coordination/Relocation Services efforts between Williamson County and Cobb Fendley & Associates, Inc. relating to the 2013 Road Bond Program.

**Background**

The additional \$158,080.00 added to the Compensation Cap is intended to allow Cobb Fendley to continue providing Utility Coordination and Relocation services for the 2013 Road Bond Program while the procurement process is underway.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[CobbFendley-ContractAmendment2-UC](#)[CobbFendley-Supp2WA3-UC](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 01/26/2017

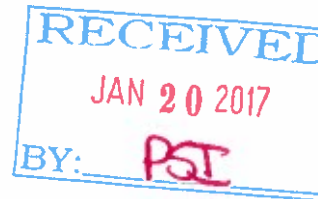
**Reviewed By**

Wendy Coco

**Date**

01/26/2017 09:01 AM

Started On: 01/25/2017 02:43 PM



**CONTRACT AMENDMENT NO. 2**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY ROAD BOND PROJECT:**

**"Utility Coordination/Relocation Services" ("Project")**

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb Fendley & Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective September 25, 20 14 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$ 3,000,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$ 3,000,000.00 to \$ 3,158,080.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: Melissa Horn  
Signature

Melissa Horn  
Printed Name

Principal  
Title

January 20, 2017  
Date

COUNTY:

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**SUPPLEMENTAL WORK AUTHORIZATION NO. 2  
TO  
WORK AUTHORIZATION NO. 3**

**WILLIAMSON COUNTY ROAD BOND PROJECT:  
"Utility Coordination/Relocation Services"**

This Supplemental Work Authorization No. 2 to Work Authorization No. 3 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated September 23, 2014 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb Fendley Associates (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 3 dated effective October 1, 2016 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

1. The maximum amount payable for services under the Work Authorization is hereby increased from \$495,208.00 to \$ 653,288.00. The revised Work Schedule is attached hereto as Attachment "D" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

**IN WITNESS WHEREOF**, the County and the Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

**ENGINEER:**

By:

Melissa Horn  
Signature

Melissa Horn

Printed Name

Principal

Title

January 20, 2017

Date

**COUNTY:**

By:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**LIST OF ATTACHMENTS**

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

OK  
M 1/27/2017



**ATTACHMENT B**  
**ENGINEERING SERVICES**  
**SCOPE OF SERVICES**

Scope of Services provided by Cobb, Fendley & Associates, Inc. (the *Utility Coordinator*), involves utility coordination/ relocation services in Williamson County, Texas, (the County) as described below:

This scope includes the following major tasks:

1. UTILITY PROGRAM MANAGEMENT
2. PROJECT MANAGEMENT AND COORDINATION
3. UTILITY ADJUSTMENT COORDINATION
4. SUBSURFACE UTILITY ENGINEERING (SUE)
5. UTILITY ENGINEERING AND DESIGN
6. UTILITY CONSTRUCTION MANAGEMENT AND OBSERVATION
7. RESEARCH – UTILITY DATA COLLECTION (PLANNING)
8. FIELD SURVEYING
9. RIGHT-OF-WAY (ROW) COORDINATION
10. MISCELLANEOUS

**1. UTILITY PROGRAM MANAGEMENT**

- 1.1. The *Utility Coordinator*, in association with the County and its Designated Representatives, will be responsible for the Utility Program Management for all assigned County Projects.
- 1.2. The *Utility Coordinator* will provide Utility Program Management services during any one, or combination, of the following phases of a project: Planning, Design, and/or Construction.
- 1.3. Annual or Bi-Annual Utility Meetings. The *Utility Coordinator*, in association with the County and its Designated Representative, will conduct an annual or bi-annual Utility Meeting with all Utility Representatives within the County to outline the projects anticipated for design and/or construction during that Fiscal Year.
- 1.4. Utility Design Criteria Manual. The *Utility Coordinator*, in association with the County and its Designated Representatives, will review and update the Utilities Section of the County Road Bond Program Design Criteria Manual and associated appendices on an annual basis or as needed, with first update to be completed by end of 2016
- 1.5. Utility Agreements. The *Utility Coordinator*, in association with the County and its Designated Representatives, will review and update all Utility Agreements of the County Road Bond Program and associated attachments on an annual basis, or as needed.
- 1.6. The *Utility Coordinator* will meet with the County and its Designated Representatives on a bi-weekly basis, or as needed, to discuss the overall County Utility Program.

**2. PROJECT MANAGEMENT AND COORDINATION**

- 2.1. The **Utility Coordinator**, in association with the County and its Designated Representatives, will be responsible for managing, directing, and/or coordinating all activities associated with utility coordination for all assigned projects.

The **Utility Coordinator's** Project Manager is:

Ms. Melissa Horn

Cobb, Fendley & Associates, Inc.

505 East Huntland Drive, Suite 485

Austin, Texas 78752

Telephone: 512-834-9798

- 2.2. Project Quality Assurance / Quality Control (QA/QC). The **Utility Coordinator** will provide internal and comprehensive quality assurance/quality control reviews throughout the Project development in order to appraise design, technical and business performance and provide real-time direction and objective solutions. All reports, agreements, and supporting documents, ("utility coordination work products") submitted to the County shall undergo QC reviews prior to submittal. A project manager/engineer will perform the QA/QC function.
- 2.3. Utility Status Report. The **Utility Coordinator** will create and maintain a utility status report on all assigned projects and submit on a bi-weekly basis. The status report will include, at a minimum:
- 2.3.1. Project with Limits
  - 2.3.2. Roadway Design Engineer
  - 2.3.3. Roadway Design Status
  - 2.3.4. Estimated Start or Letting Date for Roadway Construction
  - 2.3.5. Utility Owners within Project
  - 2.3.6. Utility Design Status
  - 2.3.7. Utility Agreement or Permit Status
  - 2.3.8. Utility Relocation Status
- 2.4. Bi-weekly Utility Update Meetings. The **Utility Coordinator** will participate in bi-weekly utility update meetings to review all assigned projects with the County or its Designated Representative. The Utility Coordinator will review the Utility Status Report for all assigned projects during this meeting and will prepare meeting minutes with action items for the week.
- 2.5. Weekly Project Status Meetings. The **Utility Coordinator** will participate in weekly project status meetings with the County and its Designated Representatives.
- 2.6. Project Documentation. The **Utility Coordinator** will upload all project related documents including, but not limited to, utility as-builts, utility conflict tracker spreadsheets, utility conflict strip maps at design milestone (i.e., 30%, 60%, 90%, etc.), utility agreement packages, meeting minutes, Utility Certifications, etc. in designated project folders in Project Wise, or other approved County documentation system.

**3. UTILITY ADJUSTMENT COORDINATION** activities include, but are not limited to, meeting and contact with utilities on the project, initial project notifications, providing progress

reports, preparation of contact lists, preparation of master utility agreements, preparation of utility joint use agreements, assistance with permits, reviewing conflicts between the utilities and the Project, resolutions of utility conflicts, creating a utility tracking report, review of the proposed utility adjustments, and recommending the proposed locations of the utility adjustments. The above list of services is general in nature and should not be considered inclusive to the **Utility Coordinator's** responsibilities, as listed in the following scope.

- 3.1. **Utility Coordinator** shall perform utility coordination and liaison activities with involved utility owners, their consultants, Designated Representative, and the County to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.
- 3.2. **Utility Coordinator** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. The **Utility Coordinator** will be responsible for the following:
  - 3.2.1. Initial Project Meeting. Attend an initial meeting and an on-site inspection (when appropriate) to ensure familiarity with existing conditions, project requirements and prepare a written report of the meeting.
  - 3.2.2. Project Notifications. Prepare written notification letters at each design milestone, (i.e., 30%, 60%, 90%, etc.) with associated project information and files, and send to utility owners. (Initial Notification to be sent via Certified Mail to the utility owners.)
  - 3.2.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.
    - 3.2.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for construction.
    - 3.2.3.2. Schedule and conduct design milestone meetings (i.e., 30%, 60%, 90%, etc.)
  - 3.2.4. External Communications: The **Utility Coordinator** will coordinate all activities with the County, Designated Representative, County contracted design firms, County utility providers, or other contractors or representatives, as authorized by the County or Designated Representative. The **Utility Coordinator** will also provide copies of reports, correspondence and other documentation of work-related communications between the **Utility Coordinator**, utility owners and other outside entities when requested by the County.
- 3.3. The **Utility Coordinator** shall determine which utilities will conflict with proposed Construction and make the utility company aware of these conflicts. The **Utility Coordinator** shall assist the utility companies in the preparation of required agreements associated with the funding of adjustments and the occupation of public right of way.
- 3.4. Utility Agreement Assemblies: A packaged agreement consisting of (if Applicable) a Master Utility Adjustment Agreement along with the following attachments, Attachment "A" Plans, Specifications, and Estimated Cost, Attachment "B" Utility's Schedule of Work and Estimated Date of Completion, Attachment "C" Eligibility Ratio, Attachment "D" Betterment Calculation and Estimates, Attachment "E" Proof of Property Interest, Attachment "F" Wilco-U-80A-Utility Joint Use Agreement, Quitclaim, and Field Notes for quitclaim portion of easement.
  - 3.4.1. The **Utility Coordinator**, in coordination with the County and its

- Designated Representative, shall determine the appropriate forms to be used on each assigned project and which utilities will be installed by “Agreement”, by “Permit”, or by “ILA”. The **Utility Coordinator** shall review and process all agreement and permit requests and forward to the County or its Designated Representative or TxDOT if the project is on-system project for final approval.
- 3.4.2. Utility Agreements: If a utility is located within an easement, the **Utility Coordinator** shall determine whether or not a compensable interest exists and the owner’s degree of eligibility. The **Utility Coordinator** shall assist the utility company with adjustment plans and cost estimate for these adjustments. The **Utility Coordinator** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines and the TxDOT UAR, if applicable, and to ensure that the proposed adjustments will not conflict with roadway construction. The **Utility Coordinator** will submit 4 original Master Utility Agreement packages along with attachments to the County or its Designated Representative by letter recommending approval.
- 3.4.3. Non-Reimbursable Utility Adjustments. The **Utility Coordinator** will furnish the appropriate Utility Installation Permit form to the utility company and assist them with adjustment plan preparation. The **Utility Coordinator** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines and the TxDOT UAR, if applicable, and to ensure that the proposal will not conflict with roadway construction. The **Utility Coordinator** will submit the permit to the County or its Designated Representative by letter recommending approval.
- 3.4.4. Interlocal Agreements (ILA): If it is determined that the utility will be adjusted as part of the roadway contract, the County or its Designated Representative shall be notified immediately. The **Utility Coordinator** shall determine what funding amount is required based upon the applicable betterment or eligibility ratio. The County or its Designated Representative shall be notified immediately of the need for an ILA by the **Utility Coordinator**. The **Utility Coordinator** will assist in the preparation and coordination of the ILA, as needed.
- 3.5. Utility Tracking Reports. The **Utility Coordinator** will prepare and maintain a utility tracking report for each assigned project. The tracking report must be in an Excel spreadsheet format and will be updated on a monthly basis. The utility tracking report will include the following:
- 3.5.1. Utility Owner and Contact Information
  - 3.5.2. Meetings and Written Notifications
  - 3.5.3. Agreement Information
  - 3.5.4. Utility Billings
- 3.6. Utility Billings. The **Utility Coordinator** will receive and review all invoices sent by reimbursable utilities for accuracy and compliance with the executed utility agreements and as per Williamson County Reimbursement Policy. If needed, the **Utility Coordinator** will request any missing documentation required to support the invoice from the utility. After completion of the review, the invoice with supporting documentation, recommendation for payment, partial payment form and a payment summary will be forwarded to the County or its Designated Representative for approval and payment.

**4. SUBSURFACE UTILITY ENGINEERING** including utility investigations subsurface and above ground prepared in accordance with AASHTO standards and Utility Quality Levels as follows.

Based on the review of existing utilities and proposed roadway design, bridge design, drainage design, and other potential conflicts for utilities, the *Utility Coordinator* will recommend required test holes. The *Utility Coordinator* will coordinate with the appropriate Utility Owner to utilize internal work forces to perform required test holes for verification of its facilities. If requested, the *Utility Coordinator* will coordinate with the County and/or its Designated Representative to provide the required test holes. A sketch of the area to be included for the proposed test hole locations "Level A" will be provided prior to the start of the work and must be approved by the County and/or its Designated Representative.

4.1. Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

4.1.1.1. Quality Level D - Existing Records: Utilities are plotted from review of available existing records.

4.1.1.2. Quality Level C - Visible Surface Feature Survey: Quality level "D" information from existing records is positively correlated with surveyed visible surface features. Includes Quality Level D information. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for the Project; including highway stations, limits within existing or proposed right-of-way, additional areas outside the proposed right-of-way, and distances or areas to be included down existing intersecting roadways.

4.1.1.3. Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for the Project; including highway stations, limits within existing or proposed right-of-way, additional areas outside the proposed right-of-way, and distances or areas to be included down existing intersecting roadways.

4.1.1.4. Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates quality levels B, C and D information to produce Quality Level A.

4.1.2. Permits and rights of entry. Obtain all necessary permits from city, county, municipality, railroad or other jurisdiction to allow the engineer to work within existing streets, roads or private property for additional designating and/or subsurface utility locating.

4.2. Subsurface Utility Designate Service (Quality Level B). Designate means to indicate the horizontal location of underground utilities by the application and interpretation of

appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality levels C and D. The **Utility Coordinator** shall:

- 4.2.1. As requested by the County, compile "As Built" information from plans, plats and other location data as provided by the utility owners.
- 4.2.2. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The **Utility Coordinator** will examine utility owner's work to ensure accuracy and completeness.
- 4.2.3. Designate, record and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the County. A non-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.
- 4.2.4. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, if applicable will be prepared and delivered to the County or its Designated Representative. It is understood by both the **Utility Coordinator** and the County that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the County. This information will be provided in Microstation, Geopak or other applicable County/County's Design Consultant CADD system. The electronic file will be uploaded to Project Wise. A hard copy is required and must be sealed and dated by the **Utility Coordinator**. When requested by the County or its Designated Representative, the designated utility information must be overlaid on the County design plans.
- 4.2.5. Determine and inform the County of the approximate utility depths at critical locations as determined by the County or its Designated Representative. This depth indication is understood by both the **Utility Coordinator** and the County and its Designated Representative to be approximate only.
- 4.2.6. Clearly identify all utilities that were discovered from quality levels C and D investigation, but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.
- 4.3. Subsurface Utility Locate (Test Hole) Service (Quality Level A). Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by nondestructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D. The **Utility Coordinator** shall:
  - 4.3.1. Review requested test hole locations and advise the County and/or its Designated Representative in the development of an appropriate locate (test hole) work plan

relative to the existing utility infrastructure and proposed highway design elements.

- 4.3.2. Coordinate with utility owner inspectors as may be required by law or utility owner policy
- 4.3.3. Neatly cut and remove existing pavement material, such that the cut not exceed 1 square foot unless unusual circumstances exist.
- 4.3.4. Measure and record the following data, as required, on an appropriately formatted test hole data sheet that has been sealed and dated by the **Utility Coordinator**:
  - 4.3.4.1. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
  - 4.3.4.2. Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 0.05 feet of utilized benchmarks.
  - 4.3.4.3. Elevation of existing grade over utility at test hole location.
  - 4.3.4.4. Horizontal location referenced to project coordinate datum.
  - 4.3.4.5. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
  - 4.3.4.6. Utility facility material(s).
  - 4.3.4.7. Utility facility condition.
  - 4.3.4.8. Pavement thickness and type.
  - 4.3.4.9. Coating/Wrapping information and condition.
  - 4.3.4.10. Unusual circumstances or field conditions.
  - 4.3.4.11. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.
- 4.3.5. Be responsible for any damage to the utility during the locating process. In the event of damage, the **Utility Coordinator** shall stop work, notify the appropriate utility facility owner, the County, Designated Representative, and appropriate regulatory agencies. The regulatory agencies include, but are not limited to the Texas Railroad Commission and the Texas Commission on Environmental Quality. The **Utility Coordinator** will not resume work until the utility facility owner has determined the corrective action to be taken. The **Utility Coordinator** shall be liable for all costs involved in the repair or replacement of the utility facility.
  - 4.3.5.1. Backfill all excavations with appropriate material, compact backfill by mechanical means and restore pavement and surface material. The **Utility Coordinator** shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.
  - 4.3.5.2. Furnish and install a permanent above ground marker directly above center line of the utility facility.
  - 4.3.5.3. Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the **Utility Coordinator** shall return to correct the condition at no extra charge to the County.
  - 4.3.5.4. Plot utility location position information to scale and provide a

- comprehensive updated utility plan. This information will be provided in Microstation, Geopak or other CADD System format used by the County.
- 4.4. Closed-Circuit Television (CCTV) Investigation. Subsurface utility investigation using CCTV equipment on existing storm drains or sanitary sewer lines to assist with the determining the condition of existing lines or to identify points of potential blockage. Utility Coordinator shall coordinate with the County or its Designated Representative on required deliverable for each task assigned.
- 4.4.1 Optional deliverables of CCTV data. CCTV data can be delivered in one the following methods, as deemed necessary by the County:
- 4.4.1.1. Deliver Video of data to the client for their use after data download and reduction;
- 4.4.1.2. Prepare and deliver a Certified Report after data download, reduction and report preparation; and/or
- 4.4.1.3. Physical designation of horizontal location of the subject utility line in the field, that is surveyed in to project controls.

**5. UTILITY ENGINEERING AND DESIGN.** Includes the identification of utility conflicts, coordination, and resolution of utility conflicts, preparation of utility layouts and exhibits, review of utility relocation plans and estimates, and assisting in the utility adjustment coordination effort. The *Utility Coordinator* shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. Coordination of utility engineering activities includes:

- 5.1. Utility Layout: The *Utility Coordinator* shall maintain a utility layout in the latest version of Microstation V8 or AutoCAD. This layout shall include all existing utilities which are to remain in place, be relocated, or be abandoned. This layout will be utilized to confirm and evaluate alternatives. The *Utility Coordinator's* Project Manager or registered Professional Engineer (P.E.) will utilize the layout of existing utilities and make a determination of the following:
- 5.1.1. Facilities in conflict with the proposed project that are to be relocated.
- 5.1.2. Facilities to be abandoned in place.
- 5.1.3. Facilities to remain in service and in place.
- 5.1.4. The *Utility Coordinator's* Project Manager or P.E. shall be responsible for determining if there are additional facilities, not shown in the Subsurface Utility Engineering (SUE) documents, which require relocation. The *Utility Coordinator* shall coordinate this information with the County and/or its Designated Representative immediately upon discovery.
- 5.2. Conflict Assessment. The *Utility Coordinator* will utilize the Utility Layout and prepare a summary list of utility conflicts by owner and station limits. This conflict assessment will be forwarded to the utility owners within the project limits along with the utility layout within a two (2) week turn around.
- 5.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.
- 5.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for construction.



- 5.3.2. Set agenda for all coordination meetings as directed by the County and/or Designated Representative.
- 5.3.3. Evaluate alternatives in the adjustment of utilities balancing the needs of both the County and the Utility.
- 5.3.4. Establish and promote the desired agenda and methodologies for utility construction within the project.
- 5.4. Proposed Utility Layout. The **Utility Coordinator** will prepare a Proposed Utility Layout in the latest version of Microstation or AutoCAD, as needed, that can be overlaid on the County's or County's contracted design firm's roadway base files and determine the following:
  - 5.4.1. Stakeholders have concurred with the various alignments.
  - 5.4.2. Determine which utilities will be built as part of the contract.
  - 5.4.3. Establish the sequence of construction for all utility relocation work, whether it is included as a part of the Project construction or not.
  - 5.4.4. Determine which facilities will be relocated prior to construction
  - 5.4.5. Facilities conflicts have been resolved.
- 5.5. Review of Utility's Proposed Adjustments
  - 5.5.1. Evaluate Alternatives: The **Utility Coordinator** will evaluate relocation plans and consider alternatives in the adjustment of utilities that balances the needs of both the County and the Utility.
  - 5.5.2. Review Estimates and Schedules: The **Utility Coordinator** will review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment.
  - 5.5.3. Review Plans for compliance with County Utility Design Criteria Guidelines, TxDOT Utility Accommodation Rules, if applicable, and proposed location data. The responsibility for quality and accuracy of Utility adjustment plans will remain with the Utility Company.
  - 5.5.4. Review Traffic Control Plans. The **Utility Coordinator** shall ensure traffic control plans meet with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices". The **Utility Coordinator** must coordinate approval from the County or its Designated Representative concerning the proposed method of handling traffic prior to allowing commencement of work.
- 5.6. The **Utility Coordinator** will coordinate, develop (on request) and/or review PS&E for all utilities included in the construction contract.
  - 5.6.1. The ENGINEER shall develop PS&E and special details to accommodate or adjust utilities, including but not limited to fiber optic, communications, gas, water or wastewater. Prior to developing any special utility detail or PS&E set, the ENGINEER shall notify the COUNTY in writing regarding each utility conflict that may require an accommodation. As directed by the COUNTY, the ENGINEER shall coordinate with each utility to develop each PS&E package and special details. The ENGINEER shall develop each utility detail or PS&E package in compliance with the COUNTY guidelines.
  - 5.6.2. The ENGINEER shall prepare General Notes and shall provide a list of governing specifications and special provisions. The ENGINEER shall prepare each plan sheet, detail sheet, special specification, special provision, and special note required to incorporate the utility designs into the COUNTY's plans. If necessary, the ENGINEER

shall provide any required Utility Certifications. The ENGINEER shall prepare a Construction Time Determination schedule for each utility relocation design required to incorporate into the COUNTY's construction schedule.

- 5.7. Utility Certification/Special Provisions: The *Utility Coordinator's* Project Manager or P.E. shall submit upon request from the County, a Utility Clearance Certification. Utility Clearance Certification will certify that utilities are clear for roadway construction. However, if the utility adjustments are not complete prior to roadway project letting, a letter will be required outlining all outstanding utility conflicts and their affects on roadway construction.

**6. UTILITY CONSTRUCTION MANAGEMENT AND OBSERVATION** including the coordination of utility construction activities, monitoring progress of utility installations, reporting, and acquiring utility as-builts.

- 6.1. The *Utility Coordinator* shall schedule a Pre-Construction meeting for each utility adjustment for which they are required to perform construction management and observation duties. The *Utility Coordinator* will ensure the appropriate County representatives are present.
- 6.2. The *Utility Coordinator* will conduct a weekly site visit to observe utility relocation progress. If the *Utility Coordinator* observes construction not in compliance with the relocation plans, the *Utility Coordinator* will notify the County or its Designated Representative that an inspector should be assigned to the project.
- 6.3. The *Utility Coordinator* will perform additional verification services at the request and authorization of the County or its Designated Representative.
- 6.4. Status Reports: The *Utility Coordinator* will provide the County and/or its Designated Representative with a status report for all utility adjustments on a bi-weekly basis.
- 6.5. Review Payment Request: The *Utility Coordinator* will review all payment requests for conformance with the utility estimate and verify the work has been performed.
- 6.6. As-Builts. The *Utility Coordinator* will request as-builts and relocation plans from each utility company, review as-builts to ensure compliance with the project, and upload as-builts to Project Wise.
- 6.7. The Utility Company retains all responsibility for all inspections related to compliance with Utility Codes, Industry standards, and design of the Utility Facility.

**7. RESEARCH – UTILITY DATA COLLECTION (PLANNING).** Planning services consist of performing research, identifying potential conflicts and preparing estimates of the costs of utility avoidance, protection, and/or relocation to assist with the development of the County's Road Bond Program Budget. Utility data collection will be based on information provided on proposed projects, from schematic or conceptual-level design drawings to project location with scope of proposed improvements. Research – Utility Data Collection (Planning) services include:

- 7.1. Initial Project Meeting. The *Utility Coordinator* will meet with the County or its Designated Representative to obtain project information and establish communication and documentation requirements
- 7.2. Utility Data Collection. The *Utility Coordinator* will research records of properties and utilities within the estimated limits of the project area and:
- 7.2.1. Identify all utility service providers within the project area
- 7.2.2. Determine the existence and approximate location of utilities and easement.

- 7.2.3. Perform a visual inspection of the project area on-site and/or using available GIS map, aerial photography, and utility records to identify conflicts
- 7.3. Evaluation of Utility Data. The **Utility Coordinator** will summarize utility conflicts and relocation responsibilities, cost estimates, and alternatives for the proposed project
  - 7.3.1. Utilities within easement (compensable interest):
    - 7.3.1.1. Present and discuss alternatives with the County and its Designated Representative for redesign options to avoid utility relocations or to minimize utility relocation costs.
    - 7.3.1.2. Provide utility relocation cost estimates for those utilities that will have to be relocated or require additional protection measures to remain in place.
  - 7.3.2. Utilities within existing right-of-way:
    - 7.3.2.1. Present and discuss alternatives with the County and its Designated Representative for utility relocation options, including redesign.
    - 7.3.2.2. Obtain utility service providers' relocation policies and procedures and estimated duration for completing relocation design and construction.
- 7.4. Summary Report. The **Utility Coordinator** will prepare a summary report of all utility documentation and findings obtained and developed and provide copies to the County and its Designated Representative upon completion of the research.

**8. FIELD SURVEYING.** The **Utility Coordinator** will provide field surveying, at the request of the County or its Designated Representative, to assist in utility coordination during any phase of a County Project – planning, design, and/or construction. The **Utility Coordinator** will only provide such services to the County when requested and authorized. Field surveying services include, but are not limited to:

- 8.1. Metes and Bounds Descriptions. The **Utility Coordinator** will prepare metes and bounds descriptions and exhibits for utility easements, as requested and authorized by the County and/or its Designated Representatives
- 8.2. Right-of-Way (ROW) Staking. The **Utility Coordinator** will provide ROW staking services for Utility Relocations, as requested and authorized by the County and/or its Designated Representatives
- 8.3. Utility Relocation Verification. The **Utility Coordinator** can provide survey of utility relocations at critical locations, as requested and authorized by the County and/or its Designated Representatives.

**9. RIGHT-OF-WAY (ROW) COORDINATION.** The **Utility Coordinator** will coordinate with the County or its Designated Representative in regards to right-of-way and easement acquisitions for each project assigned. This coordination will include, but is not limited to:

- 9.1. Utility easement acquisitions
- 9.2. Utility structure clearance as a result of ROW acquisition
- 9.3. ROW acquisition schedule and priorities for utility relocations
- 9.4. Preparation of exhibits to assist in ROW or easement acquisition process
- 9.5. Monthly Meetings with the County of its Designated Representative to review ROW Acquisition and utility status

## **10. MISCELLANEOUS**

The proposed scope of basic services is based on the following assumptions and/or qualifications:

Page 1 of 1

Attachment D

Fee Schedule

Utility Coordination & Engineering Services

Description of Work Task	Project Manager	Sr. Engineer	Project Supervisor	Project Engineer or Project Engineer I	Sr. Utility Specialist	Utility Specialist	Sr. Technician	Technician III	Technician II	Technician I	Admin/Clrical	Total Hours	Total Cost
UTILITY PROGRAM MANAGEMENT	\$165.00	\$225.00	\$145.00	\$125.00	\$165.00	\$135.00	\$170.00	\$165.00	\$95.00	\$75.00	\$65.00	60	\$ 13,050.00
PROJECT MANAGEMENT AND COORDINATION	40	2	8	0	0	0	40	0	0	0	0	80	\$ 13,050.00
UTILITY ADJUSTMENT COORDINATION	40	4	8	0	0	0	0	0	0	0	0	80	\$ 9,220.00
UTILITY ENGINEERING AND DESIGN	8	8	8	0	16	0	320	0	0	0	0	408	\$ 50,200.00
UTILITY DESIGN	0	0	16	0	240	0	16	0	0	0	0	296	\$ 33,180.00
City of Georgetown Water	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
City of Georgetown Rock	0	0	0	0	0	0	160	0	0	0	0	176	\$ 21,040.00
City of Georgetown Rock	0	0	0	0	0	0	24	0	0	0	0	24	\$ 2,680.00
UTILITY CONSTRUCTION MANAGEMENT AND OBSERVATION	0	0	0	0	0	0	160	0	0	0	0	176	\$ 20,050.00
RESEARCH - UTILITY DATA COLLECTION (PLANNING)	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
RIGHT-OF-WAY (ROW) COORDINATION	0	0	0	0	16	0	16	0	0	0	0	40	\$ 4,970.00
SUBSURFACE UTILITY ENGINEERING (SUE)	4	0	0	0	8	0	8	0	0	0	0	20	\$ 2,480.00
OTHER DIRECT EXPENSES													\$ 0.00
Total Hours	160	22	40	0	280	0	344	0	0	0	40	1,276	\$ 1,100.00
Cost	\$24,750	\$4,950	\$6,000	\$0	\$20,400	\$0	\$41,200	\$0	\$0	\$0	\$2,000		\$ 159,080.00

## Subsurface Utility Engineering

	<u>Unit Price</u>	<u>Unit</u>	<u>Quantity</u>	<u>Total</u>
<b>Utility Engineering Investigation (SUE)</b>				
<b>Designate Task</b>				
Quality Level C & D - Records Research/Visible Surface Feature Survey	\$0.45	LF		\$0.00
Quality Level B - Designate - Incorporates Levels C and D information	\$1.47	LF		\$0.00
			<b>Subtotal</b>	<b>\$0.00</b>
<b>Locate Task</b>				
Quality Level A - Locate - Test Holes				
0 feet to 5.00 feet	\$1,125.00	EACH		\$0.00
Over 5.00 feet to 10.00 feet	\$1,580.00	EACH		\$0.00
Over 10.00 feet to 15.00 feet	\$1,825.00	EACH		\$0.00
Over 15.00 feet to 20.00 feet	\$2,510.00	EACH		\$0.00
Over 20.00 feet	\$3,600.00	EACH		
			<b>Subtotal</b>	<b>\$0.00</b>
			<b>COST</b>	<b>\$0.00</b>

## Other Direct Costs

			CobbFendley UC	
Description	Unit Cost	Units	Quantity	Total
Copies (up to 11"x17")	\$ 0.15	each		\$0.00
Color Prints (up to 11"x17")	\$ 1.50	each		\$0.00
Color Prints (Larger than 11"x17")	\$ 3.00	sq. ft.		\$0.00
Bond Prints (all sizes)	\$ 2.00	each		\$0.00
Standard Postage	\$ 0.44	each		\$0.00
Express Mail (billed at cost - estimated cost shown)	\$ 20.00	each		\$0.00
Local Deliveries (billed at cost - estimated cost shown)	\$ 12.00	each		\$0.00
Mileage (billed at IRS approved rate - estimated cost shown)	\$ 0.550	miles	2000	\$1,100.00
				<b>\$1,100.00</b>

**Commissioners Court - Regular Session****22.****Meeting Date:** 01/31/2017

11WC902 Ronald Reagan North Ph 3 Notice of Termination

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

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**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding the "Notice of Termination for Stormwater Discharges associated with Construction Activities" for Ronald Reagan North Phase 3, a Road Bond Project in Commissioner Pct. 3.

**Background**

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under the TPDES General Permit No. TXR150000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The construction activities on Ronald Reagan North Phase 3 have been completed and the roadway is open to the public.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**11WC902 RRN3 NOT

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 01/26/2017

**Reviewed By**

Wendy Coco

**Date**

01/26/2017 09:01 AM

Started On: 01/25/2017 05:18 PM





## **Notice of Termination (NOT) for Authorizations under TPDES General Permit TXR150000**

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**ePermits: This form is available on our online permitting system.**

Sign up for online permitting at: <https://www3.tceq.texas.gov/steers/>

**What is the permit number to be terminated?**

TXR15 RO65 TXRCW

### **Section 1. OPERATOR (Permittee)**

a) What is the Customer Number (CN) issued to this entity?

CN 600897888

b) What is the Legal Name of the current permittee?

Williamson County

c) Provide the contact information for the Operator (Responsible Authority).

Prefix (Mr. Ms. or Miss): Judge

First and Last Name: Dan A Gattis

Suffix:

Title: County Judge

Credentials:

Phone Number: 512-527-6714 Fax Number:

Email: roads@wilco.org

Mailing Address: 101 E Old Settlers Blvd, Ste 100

City, State, and Zip Code: Round Rock, TX 78664

Country Mailing Information, if outside USA:

### **Section 2. APPLICATION CONTACT**

This is the person TCEQ will contact if additional information is needed regarding this application.

Is the application contact the same as the permittee identified above? Yes ☐

No ☒

If Yes, go to Section 3.

If No, complete section below

Prefix (Mr. Ms. or Miss): Miss

First and Last Name: Dawn Haggard

Suffix:

Title: Project Administrator

Credentials:

Phone Number: 512527-6714 Fax Number:

Email: dhaggard@hntb.com

Mailing Address: 101 E Old Settlers Blvd, Ste 100

City, State, and Zip Code: Round Rock, TX 78664

Country Mailing Information, if outside USA:

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

a) TCEQ issued RE Reference Number (RN): RN 106096027

b) Name of project or site as known by the local community: Ronald Reagan North Phase 3

c) County, or counties if more than 1: Williamson County

d) Latitude: 30.7419

Longitude: -97.8013

e) Site Address/Location:

If the site has a physical address such as 12100 Park 35 Circle, Austin, TX 78753, complete Section 3A.

If the site does not have a physical address, provide a location description in Section 3B.

Example: located on the north side of FM 123, 2 miles west of the intersection of FM 123 and Highway 1.

#### **Section 3A: Physical Address of Project or Site:**

Street Number and Name:

City, State, and Zip Code:

#### **Section 3B: Site Location Description:**

Location description: From RM 2338 to SH 195

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

Zip Code where the site is located: 78626

### **Section 4. REASON FOR TERMINATION**

Check the reason for termination:

☒ Final stabilization has been achieved on all portions of the site that are the responsibility of

the Operator and all silt fences and other temporary erosion controls have been removed, or scheduled for removal as defined in the SWP3.

- ☐ Another permitted Operator has assumed control over all areas of the site that have not been finally stabilized, and temporary erosion controls that have been identified in the SWP3 have been transferred to the new Operator.
- ☐ The discharge is now authorized under an alternate TPDES permit.
- ☐ The activity never began at this site that is regulated under the general permit.

## **Section 5. CERTIFICATION**

Signatory Name: Dan A. Gattis

Signatory Title: County Judge

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature (use blue ink):

Date:

**Commissioners Court - Regular Session****23.****Meeting Date:** 01/31/2017

12IFB00010 Ronald Reagan North Ph 4 Notice of Termination

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

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**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding the "Notice of Termination for Stormwater Discharges associated with Construction Activities" for Ronald Reagan North Phase 4, a Road Bond Project in Commissioner Pct. 3.

**Background**

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under the TPDES General Permit No. TXR150000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The construction activities on Ronald Reagan North Phase 4 have been completed and the roadway is open to the public.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**12IFB00010 RRN4 NOT

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 01/26/2017

**Reviewed By**

Wendy Coco

**Date**

01/26/2017 09:01 AM

Started On: 01/25/2017 05:22 PM



## **Notice of Termination (NOT) for Authorizations under TPDES General Permit TXR150000**

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**ePermits: This form is available on our online permitting system.**

Sign up for online permitting at: <https://www3.tceq.texas.gov/steers/>

**What is the permit number to be terminated?**

TXR15 UJ05 TXRCW

### **Section 1. OPERATOR (Permittee)**

a) What is the Customer Number (CN) issued to this entity?

CN 600897888

b) What is the Legal Name of the current permittee?

Williamson County

c) Provide the contact information for the Operator (Responsible Authority).

Prefix (Mr. Ms. or Miss): Judge

First and Last Name: Dan A Gattis

Suffix:

Title: County Judge

Credentials:

Phone Number: 512-527-6714 Fax Number:

Email: roads@wilco.org

Mailing Address: 101 E Old Settlers Blvd, Ste 100

City, State, and Zip Code: Round Rock, TX 78664

Country Mailing Information, if outside USA:

### **Section 2. APPLICATION CONTACT**

This is the person TCEQ will contact if additional information is needed regarding this application.

Is the application contact the same as the permittee identified above? Yes ☐

No ☒

If Yes, go to Section 3.

If No, complete section below

Prefix (Mr. Ms. or Miss): Miss

First and Last Name: Dawn Haggard

Suffix:

Title: Project Administrator

Credentials:

Phone Number: 512527-6714 Fax Number:

Email: dhaggard@hntb.com

Mailing Address: 101 E Old Settlers Blvd, Ste 100

City, State, and Zip Code: Round Rock, TX 78664

Country Mailing Information, if outside USA:

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

- a) TCEQ issued RE Reference Number (RN): RN 106434426
- b) Name of project or site as known by the local community: Ronald Reagan North Phase 4
- c) County, or counties if more than 1: Williamson County
- d) Latitude: 30.678 Longitude: -97.7425
- e) Site Address/Location:

If the site has a physical address such as 12100 Park 35 Circle, Austin, TX 78753, complete Section 3A.

If the site does not have a physical address, provide a location description in Section 3B.

Example: located on the north side of FM 123, 2 miles west of the intersection of FM 123 and Highway 1.

#### **Section 3A: Physical Address of Project or Site:**

Street Number and Name:

City, State, and Zip Code:

#### **Section 3B: Site Location Description:**

Location description: From SH 195 to CR 237

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

Zip Code where the site is located: 78626

### **Section 4. REASON FOR TERMINATION**

Check the reason for termination:

- ☒ Final stabilization has been achieved on all portions of the site that are the responsibility of

the Operator and all silt fences and other temporary erosion controls have been removed, or scheduled for removal as defined in the SWP3.

- ☐ Another permitted Operator has assumed control over all areas of the site that have not been finally stabilized, and temporary erosion controls that have been identified in the SWP3 have been transferred to the new Operator.
- ☐ The discharge is now authorized under an alternate TPDES permit.
- ☐ The activity never began at this site that is regulated under the general permit.

## **Section 5. CERTIFICATION**

Signatory Name: Dan A. Gattis

Signatory Title: County Judge

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature (use blue ink):

Date:

**Commissioners Court - Regular Session****24.****Meeting Date:** 01/31/2017

14IFB00219 Lakeline Blvd Ph 2 Notice of Termination

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

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**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding the "Notice of Termination for Stormwater Discharges associated with Construction Activities" for Lakeline Blvd Ph 2, a Road Bond Project in Commissioner Pct. 2.

**Background**

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under the TPDES General Permit No. TXR150000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The construction activities on Lakeline Blvd Ph 2 have been completed and the roadway is open to the public.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**14IFB00219 Lakeline Blvd Ph2 NOT

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 01/26/2017

**Reviewed By**

Wendy Coco

**Date**

01/26/2017 09:56 AM

Started On: 01/25/2017 05:25 PM





## **Notice of Termination (NOT) for Authorizations under TPDES General Permit TXR150000**

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**ePermits: This form is available on our online permitting system.**

Sign up for online permitting at: <https://www3.tceq.texas.gov/steers/>

**What is the permit number to be terminated?**

TXR15 ZP03 TXRCW [REDACTED]

### **Section 1. OPERATOR (Permittee)**

a) What is the Customer Number (CN) issued to this entity?

CN 600897888

b) What is the Legal Name of the current permittee?

Williamson County

c) Provide the contact information for the Operator (Responsible Authority).

Prefix (Mr. Ms. or Miss): Judge

First and Last Name: Dan A Gattis

Suffix: [REDACTED]

Title: County Judge

Credentials: [REDACTED]

Phone Number: 512-527-6714 Fax Number: [REDACTED]

Email: roads@wilco.org

Mailing Address: 101 E Old Settlers Blvd, Ste 100

City, State, and Zip Code: Round Rock, TX 78664

Country Mailing Information, if outside USA: [REDACTED]

### **Section 2. APPLICATION CONTACT**

This is the person TCEQ will contact if additional information is needed regarding this application.

Is the application contact the same as the permittee identified above? Yes ☐

No ☒

If Yes, go to Section 3.

If No, complete section below

Prefix (Mr. Ms. or Miss): Miss

First and Last Name: Dawn Haggard

Suffix:

Title: Project Administrator

Credentials:

Phone Number: 512527-6714 Fax Number:

Email: dhaggard@hntb.com

Mailing Address: 101 E Old Settlers Blvd, Ste 100

City, State, and Zip Code: Round Rock, TX 78664

Country Mailing Information, if outside USA:

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

a) TCEQ issued RE Reference Number (RN): RN 107147027

b) Name of project or site as known by the local community: Lakeline Blvd Ph 2

c) County, or counties if more than 1: Williamson County

d) Latitude: 33.556944 Longitude: -97.882222

e) Site Address/Location:

If the site has a physical address such as 12100 Park 35 Circle, Austin, TX 78753, complete Section 3A.

If the site does not have a physical address, provide a location description in Section 3B.

Example: located on the north side of FM 123, 2 miles west of the intersection of FM 123 and Highway 1.

#### **Section 3A: Physical Address of Project or Site:**

Street Number and Name:

City, State, and Zip Code:

#### **Section 3B: Site Location Description:**

Location description: From RM 2243 to Old Quarry Rd

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

Zip Code where the site is located: 78641

### **Section 4. REASON FOR TERMINATION**

Check the reason for termination:

☒ Final stabilization has been achieved on all portions of the site that are the responsibility of

the Operator and all silt fences and other temporary erosion controls have been removed, or scheduled for removal as defined in the SWP3.

- ☐ Another permitted Operator has assumed control over all areas of the site that have not been finally stabilized, and temporary erosion controls that have been identified in the SWP3 have been transferred to the new Operator.
- ☐ The discharge is now authorized under an alternate TPDES permit.
- ☐ The activity never began at this site that is regulated under the general permit.

## **Section 5. CERTIFICATION**

Signatory Name: Dan A. Gattis

Signatory Title: County Judge

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature (use blue ink):

Date:

**Commissioners Court - Regular Session****25.****Meeting Date:** 01/31/2017

1603-062 CR 258 Change Order No. 2

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

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**Information****Agenda Item**

Discuss, consider, and take any appropriate action regarding Change Order No. 2 in the amount of \$33,848.00 for CR 258, a Road Bond Project in Commissioner Pct. 2.

**Background**

This Change Order revises the hot mix asphalt pavement section on CR 258 from one 3" lift of Type C HMA PG 70-22 to one 2" lift of Type C HMA PG 64-22 plus one 1.5" lift of Type D HMA PG 64-22. The original construction phasing called for traffic to drive on a one course surface treatment temporarily during an interim traffic control step and a 3" lift of Type C HMA PG 70-22 as the final hot mix surface. This Change order also deletes the one course surface treatment on Ronald Reagan Boulevard.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**1603-062 CR 258 CO No. 2

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 01/26/2017

**Reviewed By**

Wendy Coco

**Date**

01/26/2017 10:32 AM

Started On: 01/26/2017 09:53 AM



ReceivedReceived

JAN 19 2017

JAN 25 2017

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

HNTB Corporation HNTB Corporation  
Round Rock Round Rock

1. CONTRACTOR: Chasco Constructors
2. Change Order Work Limits: Sta. 69+25 to Sta. 161+70
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 3B, 3F (3 Max. - In order of importance - Primary first)

Project: 1603-062  
Roadway: CR 258  
CSJ Number: \_\_\_\_\_

5. Describe the work being revised:

**3B County Convenience. Public relations improvement. 3F County Convenience. Additional work desired by the County.**  
This Change Order changes the hot mix pavement section on CR 258 from one 3" lift of Type C HMA PG 70-22 to one 2" lift of Type C HMA PG 64-22 and one 1.5" lift of Type D HMA PG 64-22 and deletes the one course surface treatment on Ronald Reagan.

6. Work to be performed in accordance with Items: See Attached
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

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

**The following information must be provided**

Time Ext. #: N/A Days added on this CO: 0  
Amount added by this change order: \$33,848.00

THE CONTRACTOR Date 1-17-17  
By [Signature]  
Typed/Printed Name Cory Westfall  
Typed/Printed Title PM

RECOMMENDED FOR EXECUTION:

[Signature] P.E. 1/19/17  
Project Manager Date

N/A  
Design Engineer Date

[Signature] 1/27/2017  
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: 2**

**Project # 1603-062**

**TABLE A: Force Account Work and Materials Placed into Stock**[illegible]**TABLE B: Contract Items:**

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
316-6004	ASPH (TIER 1)	GAL	\$5.00	1,685.00	\$8,425.00	(1,685.00)	0.00	\$0.00	(\$8,425.00)
316-6224	AGGR (TY-PB GR-4 SAC-B)	CY	\$225.00	37.00	\$8,325.00	(37.00)	0.00	\$0.00	(\$8,325.00)
341-6022	D-GR HMA TY-C PG 64-22	TON	\$77.50	-	\$0.00	4,875.00	4,875.00	\$377,812.50	\$377,812.50
341-6026	D-GR HMA TY-C SAC-A PG 70-22	TON	\$87.00	7,313.00	\$636,231.00	(7,313.00)	0.00	\$0.00	(\$636,231.00)
341-6039	D-GR HMA TY-D SAC-B PG 64-22	TON	\$84.50	-	\$0.00	3,657.00	3,657.00	\$309,016.50	\$309,016.50
TOTALS					\$652,981.00			\$686,829.00	\$33,848.00

## CHANGE ORDER REASON(S) CODE CHART

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

**Williamson County Road Bond Program**

**CR 258**

**Williamson County Project No. 1603-062**

**Change Order No. 2**

**Reason for Change**

This Change Order revises the hot mix pavement section on CR 258 from one 3" lift of Type C HMA PG 70-22 to one 2" lift of Type C HMA PG 64-22 and one 1.5" lift of Type D HMA PG 64-22 and deletes the one course surface treatment on Ronald Reagan Blvd.

The original construction phasing called for traffic to drive on a one course surface treatment temporarily during an interim traffic control step and a 3" lift of Type C HMA PG 70-22 as the final hot mix surface. Due to the possibility of the one course surface treatment not handling the traffic load, it was decided that a 2" lift of Type C HMA PG 64-22 provide a better temporary driving surface. The 1.5" lift of Type D PG 64-22 was added as the final pavement surface to be paved at the end of the project.

The one course surface treatment on Ronald Reagan Blvd was called out in the plans as a method of covering the existing pavement markings so that a new striping layout could be applied. Ronald Reagan Blvd was overlayed by a separate County project and the striping layout was changed during that project.

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

ITEM	DESCRIPTION	QTY	UNIT
341-6022	D-GR HMA TY-C PG 64-22	4875	TON
341-6039	D-GR HMA TY-D SAC-B 64-22	3657	TON

This Change Order results in a net increase of \$33,848.00 to the Contract amount, for an adjusted Contract total of \$5,852,364.58. The original Contract amount was \$5,808,856.58. As a result of this and all Change Orders to-date, \$43,508.00 has been added to the Contract, resulting in a 0.7% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

**HNTB Corporation**

James Klotz, P.E.





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

December 1, 2016

TO: Mr. Steven Shull  
HNTB Corporation  
101 E. Old Settlers Blvd. Ste. 100  
Round Rock, TX 78664

RE: CR 258 (From Sunset Ridge to Ronald Reagan Blvd)  
Solicitation No. 1603-062  
Chasco Job No. 16051  
CP-005 RFI 003 Asphalt Modifications

We hereby submit our Change Proposal for your consideration and approval to execute a change to the contract for the above-referenced project. For your review and per your request, we have provided pricing for labor, equipment and material to make revisions per Chasco RFI 003 – Asphalt Modifications, see attached.

Changes per attached Chasco CP No. 005 Pricing Sheet dated 12-1-16: \$58,188.00

If approved, this change will result in a change to the Contract Amount by the sum of \$50,598.00. This work has not been completed pending formal owner approval. If approved, this CP will be incorporated into the next Owner Change Order.

Respectfully,

APPROVED BY: \_\_\_\_\_  
Date

CHASCO CONSTRUCTORS

A handwritten signature in blue ink, appearing to read "Cory Westfall", written over a horizontal line.

**Cory Westfall, LEED AP**  
**Project Manager**

cc: File: 16051-107-02-CP 005  
Dave Esper  
Dawn Haggard

Further description:	Overhead	0.00%	\$0
	Sales Tax Materials (only)	0.00%	\$0
	<b>SUBTOTAL</b>		<b>\$50,598</b>
	Fee	15.00%	<b>\$7,590</b>
	<b>SUBTOTAL</b>		<b>\$58,188</b>
	Insurance	0.00%	\$0
	P&P Bond	0.00%	\$0
	<b>GRAND TOTAL</b>		<b>\$58,188</b>



### REQUEST FOR INFORMATION FORM

RFI NO.: 3 DATE: 7/28/16  
PROJECT: 1603-062 CR 258 RESPONSE REQUESTED BY  
DATE: ASAP  
TO: Steven Shull, Dawn Haggard, Dave Esper

**REFERENCE:** Contract Documents, Project Manual

**PROBLEM:**

Request to eliminate the TIER II chip seal items and place two 1.5" of TY-D instead of the one 3" lift of TY-C shown on the plans.

- o Paving TY-C in one lift will produce a questionable final ride on the paving because it will have a lot of roll down that lends itself to roller humps and/or surface chatter.
- o Placing the TY-D in 2 lifts allows 2 opportunities to improve ride quality and roadway smoothness.
- o First lift of TY-D would be placed during phased construction in lieu of the TIER II chip seal. This would provide a much better riding surface during construction.
- o Second lift of TY-D would be placed as final surface as per project sequence.

**RECOMMENDED SOLUTION:**

See above. There would be a credit of approximately \$40,000.00 if the change were to be implemented.

Casey Burns  
Originator

Cory Westfall  
Supervisor

**RESPONSE:**

The Tier II chip seal items can not be eliminated. They need to be placed per plan. We would like for Wheeler to place 2in of the Ty C 64-22 and 1.5 in of Ty D 64-22 mix. The 1.5 in of Ty D needs to be placed at the end of the project as the surface mix. Please provide the price proposal for this change.

Steven Shull, HNTB Corporation  
Responder

11/29/2016  
Date

Sign, Date & Return to HNTB via e-mail or fax.

Mail original to: HNTB Corporation  
101 E. Old Settlers Blvd. Suite 100  
Round Rock, Texas 78664

Attachments to RFI:  
Cc:

**Commissioners Court - Regular Session****26.****Meeting Date:** 01/31/2017

CR 111 Contract

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a Real Estate Zoila Santana for right of way needed on CR 111 (Parcel 43DE).

**Background**

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/26/2017

**Reviewed By**

Wendy Coco

**Date**

01/26/2017 09:56 AM

Started On: 01/26/2017 09:48 AM

**REAL ESTATE CONTRACT**  
CR 111 Right of Way—Parcel 43

THIS REAL ESTATE CONTRACT ("Contract") is made by ZOILA SANTANA (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I**  
**PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.557 acre (24,268 Square Foot) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 43)**;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II**  
**PURCHASE PRICE**

**Purchase Price**

2.01. The Purchase Price for the Property interests described in Exhibit "A", and any improvements on the Property shall be the sum of THIRTY FIVE THOUSAND and 00/100 Dollars (\$35,000.00).

**Payment of Purchase Price**

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

**ARTICLE III**  
**PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV**  
**REPRESENTATIONS AND WARRANTIES**  
**OF SELLER**

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

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V**  
**CLOSING**  
Closing Date

5.01. The Closing shall be held at the office of Georgetown Title Company on or before February 28<sup>th</sup>, 2016, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the Contract (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, including specifically removal of any legal ownership interest in the Property by Armando Santana, except for the following:

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

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

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

#### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of Closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

#### **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

#### **ARTICLE VII BREACH BY PURCHASER**

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



**ARTICLE VIII  
MISCELLANEOUS**

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

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

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

*[signature page follows]*

**SELLER:**

Zoila Santana  
Zoila Santana

Date: 1-20-17

Address: 1202 Lawnmont  
DR. Round Rock TX 78664

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Dan A. Gattis  
County Judge

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

Date: \_\_\_\_\_

# EXHIBIT A

**County:** Williamson  
**Parcel:** 43  
**Highway:** County Road 111 (Westinghouse Road)

## PROPERTY DESCRIPTION FOR PARCEL 43

BEING a 0.557 of one acre parcel (24,268 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, being a portion of Common Area 1, as shown on BELL MEADOWS SECTION ONE, a subdivision recorded in Cabinet O, Slide 95 of the Plat Records of Williamson County, Texas, said Common Area 1 being described in a Special Warranty Deed to Zoila Santana, recorded in Document No. 2013055854 of the Official Public Records of Williamson County, Texas. Said 0.557 of one acre parcel being more particularly described as follows:

**BEGINNING** at a 1/2-inch iron rebar found (Surface Coordinates = N: 10197152.75, E: 3154453.63) for the Northeast corner of said Common Area 1 and the Northwest corner of Lot 34 of said BELL MEADOWS SECTION ONE, also being in the existing Southeasterly right-of-way line of County Road No. 105, said 1/2-inch iron rebar found being 78.16 feet right of and at a right angle to Engineers Centerline Station 190+23.56;

THENCE **South 21°29'24" East** departing said existing Southeasterly right-of-way line of County Road No. 105, along the East line of said Common Area 1 and the West line of said Lot 34, a distance of **122.04** feet to a 1/2-inch iron rebar found for the Southeast corner of said Common Area 1 and the Southwest corner of said Lot 34, also being the Northeast corner of Lot 33 and the Northwest corner of Lot 35, both of said BELL MEADOWS SECTION ONE;

THENCE **South 68°34'05" West** along the South line of Common Area 1 and the North line of said Lot 33, a distance of **199.78** feet to a Mag Nail found for the Southwest corner of said Common Area 1 and the Northwest corner of said Lot 33, also being in the Northeasterly right-of-way line of Bell Meadows Drive;

THENCE along the West line of said Common Area 1, and along said Northeasterly right-of-way line of Bell Meadows Drive, the following two (2) courses and distances:

1. **North 21°32'29" West** a distance of **106.38** feet to a 1/2-inch iron rebar found for a Point of Curvature of a curve to the right; and

2. Northeasterly along the arc of said curve to the right having a radius of **15.00** feet, an arc length of **23.29** feet, a delta angle of **88°58'20"**, and a chord which bears **North 23°06'01" East** a distance of **21.02** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Tangency in the North line of said Common Area 1, also being in said existing Southeasterly right-of-way line of County Road No. 105, from which a 1/2-inch iron rebar found for the Westerly Northeast corner of Lot 1 of said BELL MEADOWS SECTION ONE, also being at the intersection of said existing Southeasterly right-of-way line of County Road No. 105 with the Southwesterly right-of-way line of Bell Meadows Drive, bears South 68°21'33" West a distance of 90.03 feet;

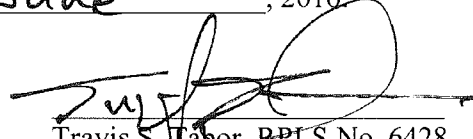
THENCE **North 68°21'33" East** along said North line of Common Area 1 and said existing Southeasterly right-of-way line of County Road No. 105, a distance of **185.12** feet to the **POINT OF BEGINNING** and containing 0.557 of one acre of land more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (2011 Adjustment), referenced to the Leica Smartnet Network. Coordinates and distances shown hereon are surface values represented in U.S. Survey Feet. The project grid-to-surface combined adjustment factor is 1.00013.

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

Surveyed on the ground this 10<sup>th</sup> day of June, 2016



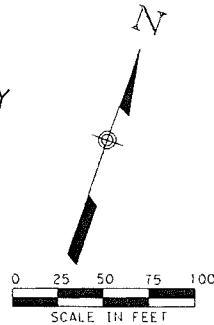
  
Travis S. Tabor, RPLS No. 6428  
Steger & Bizzell Engineering, Inc.  
1978 South Austin Avenue  
Georgetown, Texas 78626  
(512) 930-9412  
TBPLS Firm No. 10003700

PLAT TO ACCOMPANY PARCEL DESCRIPTION

44.72 AC  
 RUSSELL J. SALISBURY  
 & WIFE, RAQUEL M. SALISBURY  
 2319/861

15.00 AC  
 RUSSELL J. SALISBURY  
 & WIFE, RAQUEL M. SALISBURY  
 1988/496

2.87 AC  
 WALLACE DANIEL, JR.  
 2314/532



POINT OF BEGINNING  
 STA. 190+23.56  
 O.S. 78.16' RT  
 SURFACE COORDINATES  
 N 10197152.75  
 E 3154453.63

ERIC J. &  
 HELEN LENK  
 2010075263

BELL MEADOWS DRIVE

ZOILA  
 SANTANA  
 2013055854

JOSE E. &  
 JOEL E. CARRILLO  
 2014020953

DOMETRA M.  
 MCINTYRE  
 2000045909

WILLOW DRIVE

COMMON AREA 1

EXISTING DRAINAGE ESMT  
 S 68°34'05" W 199.78'  
 (S 71°13'50" W 200.00')

PROPOSED  
 ACQUISITION  
 24,268 SF  
 0.557 AC

BELL MEADOWS  
 SECTION ONE  
 0/95

PAGE 1 OF 2

STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

ZOILA SANTANA

SCALE:  
 1"=100'

PARCEL:  
 43

PROJECT:  
 CR 111

COUNTY:  
 WILLIAMSON



1978 S. AUSTIN AVENUE  
 512.930.2412  
 STEGE BIZZELL, INC.  
 ENGINEERS PLANNERS SURVEYORS

# PLAT TO ACCOMPANY PARCEL DESCRIPTION

## LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- 1/2" IRON REBAR FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ MAG NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- LINE BREAK
- × FENCE CORNER

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	15.00'	23.29'	N 23°06'01" E	21.02'	88°58'20"
(C1)	15.00'	23.50'	N 26°06'55" E	21.17'	89°46'10"

### NOTES:

ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (2011 ADJUSTMENT), REFERENCED TO THE LEICA SMARTNET NETWORK. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR IS 1.00013.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY.

I HEREBY CERTIFY THAT THIS SURVEY PLAT IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

*[Signature]*

06/10/2016

TRAVIS S. TABOR  
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 6428  
STATE OF TEXAS



PAGE 2 OF 2

STEGE BIZZELL

1978 S. AUSTIN AVENUE  
512.932.9412  
SERVICES: ENGINEERS PLANNERS SURVEYORS  
GEORGETOWN, TX 78626  
STEGEBIZZELL.COM

PARCEL PLAT SHOWING PROPERTY OF:  
ZOILA SANTANA

SCALE:  
1"=100'

PARCEL:  
43

PROJECT:  
CR 111

COUNTY:  
WILLIAMSON

WILLIAMSON  
COUNTY  
1848

# EXHIBIT "B"

Parcel 43

## DEED

County Road 111/Westinghouse Road Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

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

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That ZOILA SANTANA, a single person, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.557 acre (24,268 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 43**)

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A", to be removed within 60 days after the date of this conveyance, or as otherwise designated by Grantee, to wit: NONE

### **RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

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

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



Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 111/Westinghouse Road, but shall not be used or exported from the Property for any other purpose.

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

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the 20 day of January, 2017.

*[signature page follows]*

**GRANTOR:**

Zoila Santana  
Zoila Santana

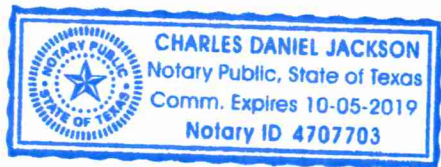
**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF Williamson

§  
§  
§

This instrument was acknowledged before me on this the 20 day of January, 2017 by Zoila Santana, in the capacity and for the purposes and consideration recited therein.



[Signature]  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**

**Commissioners Court - Regular Session****27.****Meeting Date:** 01/31/2017

Westinghouse Rd. Transfer of ROW

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an Assignment of Drainage Easement and a Quitclaim Deed transferring right of way to the City of Georgetown for Westinghouse Rd. from IH 35 to FM 1460.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Quitclaim DeedAssignment of Drainage Easement

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/26/2017

**Reviewed By**

Wendy Coco

**Date**

01/26/2017 11:28 AM

Started On: 01/26/2017 11:09 AM

**QUITCLAIM DEED**  
Westinghouse Road Right of Way

**THE STATE OF TEXAS**

•

• **KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF WILLIAMSON**

•

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER LICENSE NUMBER**

That WILLIAMSON COUNTY, TEXAS, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by the City of Georgetown, Texas, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto the City of Georgetown, Texas all of Grantor's right, title, interest, claim and demand in and to those certain tracts or parcels of land, situated in the County of Williamson, State of Texas, more particularly described in Exhibit "A" attached hereto and incorporated herein for any and all purposes.

This Quitclaim is made subject to the continued rights of existing utilities, if any, as provided by law, and any required adjustment will be at no cost to the Grantor unless otherwise agreed between Grantor and Grantee in writing. In addition, this Quitclaim is subject to all matters of public record and to all easements, leases, agreements or licenses, or other interests which affect the property, and to any matter which would be disclosed by title examination, survey, investigation or inquiry, including but not limited to the rights of parties in possession.

THIS QUITCLAIM OF THE PROPERTY IS MADE ON AN "AS IS" BASIS, WITH ALL FAULTS AND WITH ANY AND ALL LATENT AND PATENT DEFECTS. BY ACCEPTANCE HEREOF, GRANTEE ACKNOWLEDGES THAT GRANTEE HAS NOT RELIED UPON ANY COVENANT, REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, BY GRANTOR OR BY ANY REPRESENTATIVE OF GRANTOR WITH RESPECT TO THE PROPERTY, AND THAT NEITHER GRANTOR NOR ANY REPRESENTATIVE OF GRANTOR HAS MADE ANY COVENANT, REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OF MERCHANTABILITY, MARKETABILITY, PHYSICAL CONDITION, PRESENCE OF HAZARDOUS MATERIALS, VALUATION, UTILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE HAS INSPECTED THE PROPERTY AND THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PROPERTY AND ACCEPTS QUITCLAIM TO THE PROPERTY AS IS IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION AND THAT GRANTEE IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY.

**TO HAVE AND TO HOLD** for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said City of Georgetown, Texas forever.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2017.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Dan A. Gattis  
County Judge

**STATE OF TEXAS**

•

•

**COUNTY OF WILLIAMSON**

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This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2017, by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

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

AGREED AND ACCEPTED:

CITY OF GEORGETOWN, TEXAS

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

Its: \_\_\_\_\_

**STATE OF TEXAS**

•

•

**COUNTY OF WILLIAMSON**

•

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2017,  
by \_\_\_\_\_, in the capacity and for the purposes and consideration  
recited herein.

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

## "Exhibit A"

Parcel	Grantee	Recorded Deed
2	Williamson County	2007089425
3	Williamson County	2008059372
4	Williamson County	2008059372
5	Williamson County	2007074529
6	Williamson County	2007100117
7	Williamson County	2007100118
8A	Williamson County	2007105273
8B	Williamson County	2008011388
8C	Williamson County	2008011388
9	Williamson County	2007103241
10	Williamson County	2007100116
11	Williamson County	2007103241
12	Williamson County	2008008490
13	Williamson County	2008008490
14	Williamson County	2007103236
15	Williamson County	2007100116
18	Williamson County	2007084913
19	Williamson County	2008000359
21	Williamson County	2007103241

**ASSIGNMENT OF DRAINAGE EASEMENT**  
**Westinghouse Road**

**DATE:** \_\_\_\_\_, 2017

**ASSIGNOR:** WILLIAMSON COUNTY, TEXAS

**ASSIGNOR'S MAILING ADDRESS:** c/o County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**ASSIGNEE:** CITY OF GEORGETOWN, a Texas home rule municipality

**ASSIGNEE'S MAILING ADDRESS:** City of Georgetown  
113 East 8<sup>th</sup> Street  
Georgetown, TX 78626

**CONSIDERATION:** Ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

**PROPERTY:** All of those certain tracts or parcels of land, situated in the County of Williamson, State of Texas, more particularly described in Exhibit "A" attached hereto and incorporated herein for any and all purposes.

**PROJECT:** Westinghouse Rd.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE:**

All the rights of the underlying fee owners; easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments; any other easements, liens, and encumbrances of record that affect the Property; discrepancies, conflicts, or shortages in area or boundary lines; and any encroachments or overlapping of improvements.

**CONVEYANCE:**

Assignor, for the consideration recited herein and other good and valuable consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, assigns and conveys to Grantee the property interests described herein without express or implied warranty, and all warranties that might arise by common law and the warranties in Section 5.023 of the Texas Property Code are excluded.



When the context requires, singular nouns and pronouns include the plural.

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Dan A. Gattis, County Judge

**ACKNOWLEDGMENT**

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

This instrument was acknowledged before me on \_\_\_\_\_, 2017  
by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and  
consideration recited herein.

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

**PREPARED IN THE OFFICE OF:**

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

**AFTER RECORDING RETURN TO:**

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

## "Exhibit A"

Parcel	Grantee	Recorded Easement
1	Williamson County	2008059371

**Commissioners Court - Regular Session****28.****Meeting Date:** 01/31/2017

Pulse Point Agreement

**Submitted By:** Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding licensing agreement for PulsePoint software between PulsePoint Foundation and Williamson County.

**Background**

PulsePoint Respond is a pre-arrival solution designed to support public safety agencies working to improve cardiac arrest survival rates through improved bystander performance and active citizenship. PulsePoint Respond empowers everyday citizens to provide lifesaving assistance to victims of sudden cardiac arrest. Application users who have indicated they are trained in CPR and willing to assist in case of an emergency can now be notified if someone nearby is having a cardiac emergency and may require CPR. If the cardiac emergency is in a public place, the location-aware application will alert trained citizens in the vicinity of the need for bystander CPR simultaneous with the dispatch of advanced medical care. The application also directs these citizen rescuers to the exact location of the closest publicly accessible Automated External Defibrillator (AED). User notification only occurs after 9-1-1 has been called. A similar agreement was approved on 12/20/16, but was later canceled after the original vendor was not able to provide these services. There is no change in price for the services. This was approved in the FY 17 EMS budget. This agreement has been approved by purchasing, legal and PSTP.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[PulsePoint Agreement](#)[1295 Form](#)

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 01/24/2017

**Reviewed By**

Hal Hawes

Wendy Coco

**Date**

01/23/2017 03:35 PM

01/24/2017 04:59 PM

Started On: 01/23/2017 12:34 PM



PulsePoint Foundation  
PO Box 12594  
Pleasanton, CA 94588-2594

Contact Name Jeffrey Isbell  
Phone (254) 724-8981  
Email jisbell@wilco.org

Quote Number PPF-00010025  
Created Date 1/18/2017  
Expiration Date 3/31/2017  
Prepared By Kraig Erickson  
Phone (218) 384-1123  
Email kraig.erickson@pulsepoint.org

Bill To Name Williamson County EMS  
Bill To Attn: Jeff Jarvis, Department Chair  
PO Box 873  
Georgetown, TX 78627

Ship To Name Williamson County EMS  
Ship To 321 @ 8th Street  
Georgetown, TX 78627

Product	Sales Price	Quantity	Total Price
PulsePoint Respond - Tier 1: Annual Subscription for covered population size <300,000. Includes PulsePoint Respond License, Maintenance & Support of PulsePoint Connect CAD service, PulsePoint Admin, and end-users.	USD 8,000.00	1.00	USD 8,000.00
PulsePoint Respond Implementation Project- Includes PulsePoint Connect Read-only CAD connection installation, configuration, testing, validation, AED registry organization, technical admin training, digital materials, and proj mgmnt of launch.	USD 10,000.00	1.00	USD 10,000.00

Total Price USD 18,000.00

Order will be processed upon PulsePoint Foundation's acceptance of signed quote, signed Statement of Work, and Customer Purchase Order or payment. Upon acceptance, Customer will be invoiced for Implementation Fee.

Please return signed Quote, Statement of Work, and Payment to the PulsePoint representative listed above or mail to:

PulsePoint Foundation  
PO Box 12594  
Pleasanton, CA 94588-2594

Authorized PulsePoint Signature

*Richard Price*  
Signature

Richard Price  
Name

President  
Title

01/20/2017  
Date

Authorized Customer Representative

Signature

Name

Title Date

This Software and Services Agreement (the “**Agreement**”) applies to and governs access to and use of the PulsePoint Respond System and is entered into between the PulsePoint Foundation, a California 501 (c)(3) non-profit corporation, (“**The Foundation**”), and the contracting entity (“**Customer**”).

## **1. PULSEPOINT RESPOND (“System”)**

**1.1 Licensed Software.** The Licensed Software (as hereinafter defined) is a software-as-a-service (“**SaaS**”) pre-arrival solution designed to support public safety agencies working to improve cardiac arrest survival rates. The primary purpose of the Licensed Software is to provide community members the ability to: (1) receive notifications of CPR-needed medical events occurring in public places, (2) locate publicly accessible defibrillators, and (3) increase awareness of local emergency activity via mobile applications. (the “**Licensed Software**”). The Foundation owns all rights to the Licensed Software.

## **2. SYSTEM SERVICES.**

**2.2 System Support.** The Foundation provides web-based, email, and telephone System Support (collectively, the “**System Support**”) at no additional cost to designated contacts of Customer. System Support consists of help with System navigation or troubleshooting arising from the use of the System, as designed. System Support excludes supporting Customer procured hardware, operating systems, and Internet connectivity.

**2.2.1** Web-based System Support is provided through web-based, self-help educational resources available within the System 24/7/365. The Foundation provides numerous educational resources which should be used before requesting email or telephone System Support. These include user guide(s), training videos, and frequently asked questions (**FAQs**).

**2.2.2** Tiered email and telephone System Support is available to supplement Web-based System Support. The Foundation’s Support Center is staffed during prime Customer business hours, Monday – Friday, 7AM – 6PM PT, excluding major holidays.

During “non-prime” hours (6PM – 7AM PT Monday – Thursday, and 6PM CT on Friday through 7AM PT the following Monday, and on major holidays), inquiries regarding major system outages and interface issues are supported by technical staff. General support inquiries started outside of prime hours will be addressed the next business day.

## **3. CUSTOMER REQUIREMENTS.**

**3.1 PulsePoint Connect Server.** Customer must provide its own computer that meets the minimum hardware requirements to run the Licensed Software, as further defined in a separate Statement of Work that includes implementation of the Licensed Software.

**3.2 Named User Identification and Authentication.** The System requires a unique user name and password for the individual Customer representative (“**Named User**”) to access the System. Customer is responsible for administration and management of the Named User account, including the appropriate technical and administrative safeguards to prevent unauthorized access. The Foundation shall have no responsibility for unauthorized access to Customer’s data or Confidential Information (as hereinafter defined) that results from Customer’s failure to prevent unauthorized access.

## **4. LICENSE AND FEES.**

**4.1 License.** Subject to the terms and conditions of this Agreement, The Foundation hereby grants to Customer a non-exclusive, non-transferable (except as provided in this Agreement) license to use the System for lawful business purposes.

### **4.2 Fees.**

**4.2.1 Subscription Fees.** Customer agrees to pay the Subscription Fees as set forth in applicable Quote. Subscription Fees include: System, Data Center Services, System Maintenance, Upgrades, and System Support. Subscription Fees will be invoiced annually.

**4.2.2 Professional Services Fees.** Customer agrees to pay Professional Services Fees as set forth in applicable Professional Services Engagements. Payment terms and conditions are as follows:

**4.2.3 Taxes.** The Foundation is required to collect sales tax from products and services provided to customers in certain states. The Foundation reserves the right to invoice the Customer those taxes now or at any time in the future, which are imposed upon the sale or delivery of items purchased or licensed.

If a certificate of exemption or similar document or proceeding is to be made in order to exempt the sale from sales or use tax liability, Customer will obtain and purchase such certificate, document or proceeding. Customer is required to provide a certificate of exemption in order for The Foundation to correctly identify Customer's tax status.

**4.2.4 Payment Terms.** Payment terms to the Foundation shall be NET 30 to ensure uninterrupted System service and support.

## **5. TERM AND TERMINATION.**

**5.1 Term Initiation.** This Agreement takes effect upon receipt of order and continues through the conclusion of the subscription term or any subsequent renewal subscription terms. The subscription term (the "**Term**") begins on Customer's Soft Launch (as herein defined) Date and continues for duration of Term set forth in executed Quote. Soft Launch ("**Soft Launch**") is the first day Customer's incident data is available in the production environment. In the case of renewal, the subsequent of which Term is the first day after expiration of the previous Term.

**5.2 Term Renewal.** This Agreement shall automatically renew upon expiration of the then current Term, at the current System price list for the same Term, unless Customer notifies The Foundation of its intention for nonrenewal by written notification at least 45 days prior to the end of the then current Term, or unless The Foundation requires a new Agreement to be executed by the parties. If The Foundation requires a new Agreement, it will be provided to Customer at least 60 days prior to the end of the then current Term. Customer may decline to enter into a new Agreement in its sole and absolute discretion; and if Customer so declines, then Customer shall not be responsible for any Subscription Fees after the then current Term.

**5.3 Termination.** Either party may terminate the Agreement upon the other party's material breach of this Agreement, if within 30 days of receipt of written notification of breach; the breaching party has failed to cure its breach. The Foundation may terminate service immediately upon Termination of the Agreement. In the event of early Termination due to material breach by Customer, Customer shall be responsible for remaining Subscription Fees for the then current Term. In the event of early Termination due to material breach by The Foundation, Customer shall not be responsible for future Subscription Fees beyond the effective date of the termination of this Agreement.

Notwithstanding anything in this Section 5 or in this Agreement to the contrary, Customer may terminate this Agreement and Customer obligations hereunder during the initial Term or any subsequent renewal Term, without cause, for any reason, or for no reason, and in Customer's sole and absolute discretion.

Upon Termination, all of Customer's licenses and rights to the System shall terminate, and Customer shall immediately cease use of the System.

## **6. PROPRIETARY RIGHTS OF THE FOUNDATION IN THE LICENSED SOFTWARE AND DOCUMENTATION.**

**6.1 Nature of Rights and Title.** Customer acknowledges that the System and documentation supplied by The Foundation to Customer are proprietary and shall remain the sole and exclusive property of The Foundation and nothing in this Agreement shall be construed as transferring any aspect of such rights to Customer or any third party.

**6.2 Unauthorized Acts.** Customer agrees to notify The Foundation promptly of the unauthorized possession, use, or knowledge of any item supplied under this Agreement and of other proprietary information made available to Customer under this Agreement, by any person or organization not authorized by this Agreement to have such possession, use or knowledge. Customer's compliance with this subparagraph 6.2 shall not be construed in any way as a waiver of The Foundation's right, if any, to recover damages or obtain other relief against Customer for its negligent or intentional acts in regard to The Foundation's proprietary rights, or for breach of Customer's contractual obligations under this Agreement.

**6.3 Remedies.** If Customer attempts to use, copy, license, sub-license or otherwise transfer the Licensed Software or access to the System supplied by The Foundation under this Agreement, in a manner contrary to the terms of this Agreement or in competition with The Foundation or in derogation of The Foundation's proprietary rights, whether or not these rights are explicitly stated, determined by law, or otherwise, The Foundation shall have the right to obtain injunctive relief enjoining such action, in addition to any other remedies available to the Foundation under this Agreement, applicable law or in equity. Customer acknowledges that monetary damages would be inadequate.

**6.4 Infringement Indemnification.** The Foundation shall indemnify, defend and hold harmless Customer from and against any and all loss, cost, damage or liability, including reasonable attorneys' fees and expenses, arising out of or relating to any claim or cause of action for patent, copyright, and/or other intellectual property infringement (each, an **"Infringement Claim"**) asserted against Customer by virtue of the System, Software or documentation or Customer's use or possession of the System, Software or documentation pursuant to this Agreement. The Foundation shall defend or settle at its sole expense all suits and proceedings arising out of the foregoing; provided that Customer gives The Foundation prompt notice of any such Infringement Claim of which it learns. In all events, Customer shall have the right to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing. In the event that any Infringement Claim is asserted by a third party with respect to the System or Customer's use thereof, then and in that event, Customer may terminate its use of the System and/or this Agreement without payment of any contracted fees for services or periods not provided.

## **7. CONFIDENTIALITY AND DATA USE.**

**7.1 Confidential Information.** The parties agree that any Confidential Information provided under this Agreement shall be held and maintained in strict confidence. Each party agrees to protect the Confidential Information of the other party in a manner consistent with the protections used to protect its own Confidential Information, including, without limitation, informing its employees of its obligations under this Agreement and taking such steps as are reasonable in the circumstances, or as reasonably requested by the other party, to prevent any unauthorized disclosure, copying or use of Confidential Information. Confidential Information means any proprietary material that the disclosing party designates as confidential (collectively, the **"Confidential Information"**). Confidential Information shall also include, without limitation, all information in any form which relates to the business, expertise and/or operations of the disclosing party, including without limitation, information in any form generally understood to be trade secret, proprietary or confidential and/or that is related to products and services, commercial and financial information, system functionality charts and descriptions, program code logic, trade secret information, and information about health care providers, customers and/or business partners. The Foundation will not use Confidential Information except as expressly provided in this Agreement. Confidential Information does not include information that (i) is already known to the receiving party at the time it is disclosed and has not been obtained wrongfully, (ii) becomes publicly known without the fault of the receiving party, (iii) is independently developed by the receiving party, (iv) is approved for release in writing by the disclosing party, (v) is disclosed without restriction by the disclosing party to a third party, or (vi) is disclosed pursuant to applicable statutory or other legal or accreditation obligation beyond the control of the receiving party.

**7.2 Unauthorized Disclosure.** The recipient of any Confidential Information shall, upon discovery of any unauthorized use or disclosure of such Confidential Information, or any other breach of these confidentiality obligations by the recipient, fully cooperate with the disclosing party to assist the disclosing party to regain possession of the Confidential Information and prevent the further unauthorized use or disclosure of the Confidential Information.

**7.3 Data Use.** The Foundation recognizes the importance in identifying issues and improvements surrounding the functionality, integration, performance, and reliability of the System. Customer agrees that The Foundation may collect, maintain, and use technical information related to the System, including, but not limited to, its usage, functionality, integration, performance, and reliability. The Foundation may use this information to improve its products or to provide customized services or technologies. Notwithstanding, Customer understands and agrees that data received by The Foundation from Customer through the System is public data subject to routine disclosure to anyone, and may be freely used and reused without any legal restrictions on access or usage.

## **8. LIMITED WARRANTY.**

For the duration of this Agreement (the “**Warranty Period**”), The Foundation will investigate, document and deliver any amendments or alterations to the Licensed Software or other System components that may be required to correct errors which significantly affect performance.

THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT IS THE ONLY WARRANTY MADE BY THE FOUNDATION. THE FOUNDATION EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. THE FOUNDATION DOES NOT WARRANT THAT THE LICENSED SOFTWARE OR SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT, EXCEPT AS REQUIRED HEREIN TO ADDRESS ERRORS THAT SIGNIFICANTLY AFFECT PERFORMANCE, ERRORS IN THE LICENSED SOFTWARE OR SYSTEM WILL BE CORRECTED. THE FOUNDATION'S LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF THE FOUNDATION FOR ANY CLAIMS AND/OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, USE OR PERFORMANCE OF THE LICENSED SOFTWARE OR SYSTEM.

## **9. LIMITATION OF LIABILITY.**

THE FOUNDATION'S LIABILITY FOR ANY ACTIONS, CLAIMS OR DAMAGES ARISING OUT OF OR RESULTING FROM THIS AGREEMENT OR THE SYSTEM IS LIMITED TO THE AMOUNTS PAID BY CUSTOMER IN THE TWELVE-MONTH PERIOD PRECEDING THE CLAIM. IN NO EVENT SHALL THE FOUNDATION HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING IN ANY WAY OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION. THE FOUNDATION WILL NOT BE LIABLE FOR LOSS, CORRUPTION OR COMPROMISE OF THE CONFIDENTIALITY OF CUSTOMER-PROVIDED DATA.

## **10. REFERENCE AND SPONSORSHIP.**

Customer agrees that The Foundation may identify Customer as a customer or user of the System on its website, App Store page and similar sites, and other marketing materials, and describe the project and the services provided by the Foundation to Customer. Nothing herein constitutes an endorsement of The Foundation by Customer.

## **11. GENERAL.**

**11.1 Assignment.** This Agreement and any related obligation of one party, may not be assigned in whole or in part without the prior written consent of the other party, which shall not be unreasonably withheld. Any attempt by either party to assign any of the rights, duties or obligations of this Agreement without such consent shall be void. After and upon approved assignment, this Agreement shall bind and inure to the benefit of the parties and their respective successors, assignees, transferees, and legal representatives.

**11.2 Amendment.** This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of Customer and The Foundation, and variance from the terms and conditions of this Agreement in any order or other written notification from the Customer will be of no effect.

**11.3 Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**11.4 Governing Law and Venue.** This Agreement will be governed by the laws of the State of California and any action must be brought in the United States District Court for the Northern District of California, or the State of California District Court in Contra Costa County, California.

**11.5 Entire Agreement.** Customer acknowledges that its authorized representative has read this Agreement, understands it, and agrees on behalf of Customer to be bound by its terms and conditions. Further, Customer agrees that this Agreement constitutes the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.



**11.6 Notices.** All notices, demands, requests and other communications made or required pursuant to the terms of this Agreement shall be in writing and shall be (i) personally delivered, sent by nationally recognized courier service, or sent by certified mail, return receipt requested, and shall be deemed to have been received upon the earlier of actual receipt or five (5) business days after deposit with the nationally recognized courier service or deposit in the mail; (ii) sent by facsimile and deemed to have been received on the date of the facsimile confirmation; (iii) sent by electronic means and shall be deemed to have been received upon return of a read receipt.

Unless another address for a party has been specified by providing notice as set forth herein, such notices, demands, requests and other communications permitted or allowed under this Agreement must be sent to Customer at the address set forth below and to The Foundation, Attn: Legal, PO Box 12594, Pleasanton, CA 94588-2594.

**PulsePoint  
Software and Services Agreement  
Addendum 1**

Whereas the PulsePoint Foundation and Customer desire to amend the **PULSEPOINT SOFTWARE AND SERVICES AGREEMENT** (the "Agreement"), this Amendment ("Addendum 1") identifies that the parties agree that the Agreement is amended as follows:

**Section 4.2.4 Payment Terms:** *Add the following after first sentence.*

**Texas Prompt Payment Act Compliance:** 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 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 (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.

**Section 5.3 Termination.** *Replace the last sentence with the following.*

In the event of termination due to material breach by the Foundation, Customer will only be liable for its pro rata share of services rendered and goods actually received.

**Section 11.4 Governing Law and Venue:** *Remove this section entirely.*

**Section 12:** *Add this new section.*

**12. Williamson County Special Provisions.**

**Right to Audit:** Company agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Company which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Company agrees that Williamson County shall have access during normal working hours to all necessary Company 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 Company reasonable advance notice of intended audits.

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

**This Addendum 1 is effective in concurrence with Agreement after latest authorized signature date below:**

**CUSTOMER**

BY:

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**PulsePoint Foundation**

BY:

\_\_\_\_\_  
Richard Price  
Name (Print)

\_\_\_\_\_  
*Richard Price*  
Signature

\_\_\_\_\_  
01/20/2017

\_\_\_\_\_  
Date

\_\_\_\_\_  
President  
Title

# 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:  
2017-154100

Date Filed:  
01/13/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

PulsePoint Foundation  
Pleasanton, CA 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 EMS

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.

PPF-00010025  
Computer Software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Price, Richard	Pleasanton, CA 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.



*Kraig Erickson*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Kraig Erickson, this the 13<sup>th</sup> day of January, 20 17, to certify which, witness my hand and seal of office.

*Stacey Angela Henstorf*  
Signature of officer administering oath

Stacey Angela Henstorf, Notary  
Printed name of officer administering oath

Notary  
Title of officer administering oath

**Commissioners Court - Regular Session****29.****Meeting Date:** 01/31/2017

CapMetro Board Appointment

**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 reappointment of Juli Word to the CapMetro Board of Directors for a three-year term beginning July 1, 2017 and ending on June 30, 2020.

**Background**

Juli is currently on the board of directors and serves as the Secretary for the board.

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 01/06/2017

**Reviewed By**

Wendy Coco

**Date**

01/06/2017 04:32 PM

Started On: 01/06/2017 01:53 PM

**Commissioners Court - Regular Session****30.****Meeting Date:** 01/31/2017

appointment

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an appointment of a Williamson County Commissioners Court member to the CARTS Board of Directors.

**Background**

This is a biennial appointment. Term would be from now until December 31, 2018.

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 01/23/2017

**Reviewed By**

Wendy Coco

**Date**

01/23/2017 01:41 PM

Started On: 01/23/2017 01:12 PM

**Commissioners Court - Regular Session****31.****Meeting Date:** 01/31/2017

appointment

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an appointment of an Elected Official to the Central Texas Clean Air Coalition.

**Background**

Representatives to the CLEAN AIR COALITION will include elected officials appointed by governing bodies for the general members of the CLEAN AIR COALITION. Each general member's governing body appoints by resolution one elected official to serve. This would finish out the current two year term through December 31, 2017.

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 01/23/2017

**Reviewed By**

Wendy Coco

**Date**

01/23/2017 01:41 PM

Started On: 01/23/2017 01:16 PM

**Commissioners Court - Regular Session****32.****Meeting Date:** 01/31/2017

appointment

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an appointment to the Solid Waste Advisory Committee.

**Background**

This can be filled by anyone the Court wishes to appoint who lives or works in Williamson County. Reappointments are made at the end of odd numbered years, so this appointment would be now through December 31, 2017.

---

**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 01/23/2017

**Reviewed By**

Wendy Coco

**Date**

01/23/2017 01:41 PM

Started On: 01/23/2017 01:19 PM

**Commissioners Court - Regular Session****33.****Meeting Date:** 01/31/2017

appointment

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an appointment of an Elected Official to the Capital Area Regional Transportation Planning Organization.

**Background**

The appointment to CARTPO does need to be an elected official, but it can be a representative from a municipality or the County. It is for an indefinite period of time.

---

**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 01/23/2017

**Reviewed By**

Wendy Coco

**Date**

01/23/2017 01:41 PM

Started On: 01/23/2017 01:26 PM



**Commissioners Court - Regular Session****34.****Meeting Date:** 01/31/2017

Vacancy

**Submitted By:** Wendy Coco, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action related to determining the process in which to fill a potential vacancy in the Office of the Williamson County Treasurer (Loc. Gov't Code Sec. 87.041).

**Background**

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Wendy Coco

Final Approval Date: 01/26/2017

**Reviewed By**

Wendy Coco

**Date**

01/26/2017 10:02 AM

Started On: 01/26/2017 10:01 AM

**Commissioners Court - Regular Session****35.****Meeting Date:** 01/31/2017

Clarifications or Amendments to the Merit Policy

**Submitted For:** D. Hobbs**Submitted By:** Peggy Vasquez, County Attorney**Department:** County Attorney**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on the interpretation of the maximum merit allowed per employee per year and make any clarifications or amendments to the merit policy as deemed necessary.

**Background**

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**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: Peggy Vasquez

Final Approval Date: 01/26/2017

**Reviewed By**

Wendy Coco

**Date**

01/26/2017 10:32 AM

Started On: 01/26/2017 10:16 AM

**Commissioners Court - Regular Session****36.****Meeting Date:** 01/31/2017

Authorizing Renewal of Culverts Metal Pipe

**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 Culverts Corrugated Metal Pipe, Contract #1601-050, for the same pricing, terms and conditions as the existing Contract for the term of March 8, 2017 – March 7, 2018, with Contech Engineered Solutions, LLC.

**Background**

This is the first extension of two (2) possible, one (1) year renewal options.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**1 - Renewal2 - Form 1295

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 01/23/2017

**Reviewed By**

Wendy Coco

**Date**

01/23/2017 09:27 AM

Started On: 01/20/2017 10:25 AM



## Summary Agreement for Renewal of Williamson County Contract

<b>Purchase/Contract Type:</b>	Goods	<b>Department:</b>	Road & Bridge
<b>Vendor Name:</b>	Contech Engineered Solutions LLC		
<b>Vendor Address:</b>	220 Gym Street, Taylor, Texas 76574		
<b>Purpose/Intended Use of Product or Service (summary):</b>			
Culverts Corrugated Metal Pipe			
<b>P.O./Contract Number:</b>	1601-050	<b>Effective Date:</b>	03/08/2017
<b>Purchaser/Contract Specialist:</b>	Sydney Richardson	<b>Expiration Date:</b>	03/07/2018
<b>Requested By:</b>	Terron Evertson, Department Director		
<b>Detailed description of renewal of product and/or service.</b>			
<ul style="list-style-type: none"> <li>Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.</li> <li>PLEASE INCLUDE THE FOLLOWING: <ul style="list-style-type: none"> <li>- COMPLETED 1295 FORM; AND</li> <li>- RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.</li> </ul> </li> <li><b>Extend Contract for the 1st of two (2) one (1) year renewal option periods:</b></li> </ul>			
Renewal Option Period 1		March 8, 2017 – March 7, 2018	
Initial Contract Period		March 8, 2016 – March 7, 2017	
<b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN</b>			
Vendor	Contech Engineered Solutions LLC		Williamson County, 710 Main St., Georgetown, TX 78626
Name	Mary Sherrill		Dan A. Gattis
Title	Customer Solutions Coordinator		Williamson County Judge
Signature	Mary Sherrill		Signature _____
Date	1-16-17		Date _____



### WILLIAMSON COUNTY AFFIDAVIT AUTHORIZED VENDOR REPRESENTATIVE

I hereby swear, affirm and represent to Williamson County that my signature below represents that I am authorized to bind the bidder/proposer to fully comply with the pricing, terms and conditions for the Contract listed below and any extension thereof, if applicable.

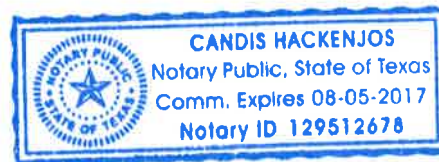
Note: If Signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a Power of Attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the contract or renewal.

Contract Number:	1601-050
Contract Name:	Culverts Corrugated Metal Pipe
Name of Company:	Contech Engineered Solutions LLC
Contact Person:	Mary Sherrill
Phone:	972-590-2000 x 2011
Email:	m.sherrill@contechcs.com
Date:	January 16, 2017
Printed Name of Person Submitting Affidavit:	Mary Sherrill
Signature of Person Submitting Affidavit:	

On this, the 16<sup>th</sup> day of January, 2017, before me a notary public, the undersigned officer, personally appeared Mary Sherrill, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she/he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public



# 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.**

Contech Engineered Solutions LLC  
West Chester, OH United States

**Certificate Number:**  
2017-155850

**Date Filed:**  
01/18/2017

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Williamson County

**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.**

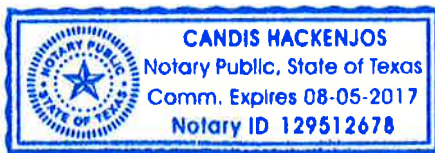
1601-050  
Culverts Corrugated Metal Pipe

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Contech Engineered Solutions Inc.	West Chester, OH 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.



*Mary Sherrill*  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said MARY SHERRILL, this the 18<sup>th</sup> day of JANUARY, 2017, to certify which, witness my hand and seal of office.

*Candis Hackenjos*  
\_\_\_\_\_  
Signature of officer administering oath

CANDIS HACKENJOS  
\_\_\_\_\_  
Printed name of officer administering oath

ADMIN ASST.  
\_\_\_\_\_  
Title of officer administering oath

**Commissioners Court - Regular Session****37.****Meeting Date:** 01/31/2017

Approving the Agreement for Postage Equipment for Tax Office

**Submitted By:** Sydney Richardson, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the new Agreement for a sixty (60) month lease with Pitney Bowes for a SendPro P Series Postage Machine for the Williamson County Tax Office at \$370.68/month.

**Background**

This was requested by Judy Kocian, Office Administrator for the Williamson County Tax Assessor; this new machine will replace an old Pitney Bowes machine located in their office that Pitney Bowes no longer will service. This will be billed quarterly at \$1112.04. This is on the BuyBoard COOP 496-15. Legal and Audit have provided their approval for this Agreement.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**1 - Agreement

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 01/23/2017

**Reviewed By**

Wendy Coco

**Date**

01/23/2017 09:27 AM

Started On: 01/20/2017 11:33 AM

### State and Local Fair Market Value Lease

Agreement Number

## Your Business Information

WILLIAMSON COUNTY OF

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

904 S MAIN ST

## GEORGETOWN

TX

78626-5829

**Billing Address : Street**

City

State

ZIP+4

**Judy Kocian**

5129431954

0016660337

**Billing Contact Name**

Billing Contact Phone #

Billing Account #

904 S MAIN ST

## GEORGETOWN

TX

78626-5829

**Installation Address (if different from billing address) : Street**

City

State

ZIP+4

**Judy Koclan**

5129431954

0016660337

Installation Contact Name

Installation Contact Phone #

Installation Account #

2017-03-14

PO #

Quote Expiration Date

## Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FW5	15 lb Interface Weigh (left/right unit)
1	4W00	Connect+ /SendPro P Series Meter
1	APA2	100 Dept Analytics
1	APK2	SendPro P Series Basic Label Printer Pac
1	APKF	SendPro P Shipping Feature
1	AZBE	SendPro P Series Mono Print Module
1	AZCG	SendPro P1500 Series Bundle (120/60 LPM)
1	M9SS	Mailstream IntelliLink Services
1	MP30	15/30 lb Weighing Platform
1	MSD2	15" Color Touch Display
1	MW90007	SendPro P Series Drop Stacker
1	NV10	INVIEW TMR Web Acct Bundle Single only
1	NVMA	NVMA - INVIEW Dashboard - Single Meter
1	NVWE	Inview Dashboard Set up & Training



**Commissioners Court - Regular Session****38.****Meeting Date:** 01/31/2017

Rush Truck Center Vehicles Purchase Request

**Submitted By:** Robert Lerma, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving the purchase of (1) T150 Cargo Van and (1) F250 Truck for the Building Maintenance Department from Rush Truck Center utilizing BuyBoard contract 521-16 for a total amount of \$61,361.00.

**Background**

Purchasing has received a request from Williamson County's Building Maintenance Department to purchase (1) T150 Cargo Van for the amount of \$26,837.00 and (1) F250 Truck for the amount of \$34,524.00 for a total of \$61,361.00 utilizing the BuyBoard contract 521-16 with Rush Truck Center.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[Vehicle Quotes](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Robert Lerma

Final Approval Date: 01/23/2017

**Reviewed By**

Wendy Coco

**Date**

01/23/2017 09:27 AM

Started On: 01/20/2017 02:01 PM

REQ# 111110

# TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor: **RUSH TRUCK CENTER** Date Prepared: **1/5/2016**  
 Contact for Vendor: **DREW NEUBAUER** Phone: **830-302-5254**  
 End User: **Williamson County**  
 End User Contact: **Rex Schneider** Phone/Fax: **512-943-3350**  
 Product Description: **Ford F250**

A: Base Price in Bid/Proposal Number: <b>521-16</b>		Series: <b>F250</b>	<b>\$19,000.00</b>
B: Published Options (Itemize Below)			
	DESCRIPTION	AMOUNT	
Ford	F2A		
Ford	Trailer Tow Pkg	\$ 270.00	
Ford	XL Value Package	\$ 720.00	
Ford	3.73 Electronic Locking Axle	\$ 390.00	
Ford	Power Eq Group	\$ 915.00	
Ford	Spare Tire and Wheel	\$ 295.00	
Ford	Rear Stab Bar w/ aux springs	\$ 125.00	
Subtotal Column 1: \$		2,715.00	
Published Options added to Base Price (Subtotal of "Col 1" & "Col 2")			\$ 12,796.00

C: Subtotal of A + B		<b>\$31,796.00</b>
D: Non Published Options		
Knapheide 696J w/ liftgate, grill guard	\$1,533.00	
Subtotal Column 1:	\$1,533.00	
Subtotal Column 2:	\$	-

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") **\$1,533.00**

E: Contract Price Adjustment (If any, explain here)

F: Total of C + D +/- E **\$ 33,329.00**

G: Quantity ordered Units: **1.00** x F **\$ 33,329.00**

H: BUYBOARD Administrative Fee % **\$ 400.00**

I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)		
Ford Ship Through / Delivery	\$ 795.00	
		\$ 795.00

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) **\$34,524.00**

REQ # 111111

## TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor	RUSH TRUCK CENTER	Date Prepared	1/5/2016
Contact for Vendor:	DREW NEUBAUER	Phone	830-302-5254
End User:	Williamson County		
End User Contact:	Rex Schneider	Phone/Fax	512-943-3350
Product Description:	Transit		

A: Base Price in Bid/Proposal Number: 521-16			Series: T150		\$20,860.00
B: Published Options (Itemize Below)					
	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
Ford	E2C Mid-Roof T150 Cargo	\$ 3,051.00			
RTC-0051	Rush Care Package /PDI	\$ 1,236.00			
RTC1069	Flooring	\$ 250.00			
Ford	Front and rear Vinyl covering	\$ 245.00			
Subtotal Column 1: \$ 4,782.00			Subtotal Column 2: \$ -		
Published Options added to Base Price (Subtotal of "Col 1" & "Col 2")					\$ 4,782.00

C: Subtotal of A + B					\$25,642.00
D: Non Published Options					
Subtotal Column 1: \$0.00					Subtotal Column 2: \$ -

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2")	\$0.00
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E: Contract Price Adjustment (If any, explain here)	
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F: Total of C + D +/- E	\$ 25,642.00
-------------------------	--------------

G: Quantity ordered Units: 1.00 x F	\$ 25,642.00
-------------------------------------	--------------

H: BUYBOARD Administrative Fee	%	\$ 400.00
--------------------------------	---	-----------

I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)					
Ford Ship Through / Delivery	\$ 795.00				
					\$ 795.00

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	\$26,837.00
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**Commissioners Court - Regular Session****39.****Meeting Date:** 01/31/2017

Tyler Tech PSA Remote Booking Center

**Submitted By:** Thomas Skiles, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving contract with Tyler Technologies to provide consulting services to assist with the Odyssey software setup, configuration, and testing for additional Remote Booking Center, including LiveScan interface for a total cost of \$4215.00 to support the operations of the Williamson County Attorney's Office and authorize the County Judge to sign the agreement.

**Background**

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**Fiscal Impact**

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

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Thomas Skiles

Final Approval Date: 01/26/2017

**Reviewed By**

Kerstin Hancock

Wendy Coco

**Date**

01/26/2017 08:41 AM

01/26/2017 09:01 AM

Started On: 01/24/2017 08:55 AM



### Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Williamson County, TX (the "Client") as of the last date written below (the "Effective Date").

#### Background

WHEREAS, Client is a current customer of Tyler and a user of Tyler's proprietary software; and

WHEREAS, Client desires to engage Tyler to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and the Client agree as follows:

- A. Tyler shall furnish the services described in this Agreement, and Client shall pay the prices set forth in this Agreement.
- B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein: (1) Schedule 1; and (2) Terms and Conditions.

#### Schedule 1

DESCRIPTION OF SERVICES	HOURS	RATE/HR	T&M AMOUNT
Tyler Consulting Services to assist with the Odyssey software setup, configuration, and testing for additional Remote Booking Center, including LiveScan interface.			
Project Management	2	170.00	\$340
Deployment	1	155.00	\$155
Setup, Configuration & Consulting	24	155.00	\$3,720
			TOTAL CONTRACT AMOUNT
			\$4,215

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto.

TYLER TECHNOLOGIES, INC.

CLIENT

By: Bruce Graham  
Name: BRUCE GRAHAM  
Title: PRESIDENT, (S)  
Date: 1/19/2017

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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.

Tyler Technologies, Inc.  
Plano, TX United States

Certificate Number:  
2017-156488

Date Filed:  
01/20/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

No contract ID

Tyler Consulting Services to assist with Odyssey software setup, configuration and testing for add'l Remote Booking Center, including Livescan interface.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Marr, Jr., John	Yarmouth, ME United States	X	
	Brattain, Donald	Plano, TX United States	X	
	King, Jr., J. Luther	Plano, TX United States	X	
	Womble, Dustin	Lubbock, TX United States	X	
	Cline, Brenda	Plano, TX United States	X	
	Carter, Glenn	Plano, TX United States	X	
	Moore, Jr., H. Lynn	Plano, TX United States	X	
	Miller, Brian	Plano, TX United States	X	
	Leinweber, Larry	Plano, TX United States	X	
	Pope, Daniel	Plano, TX United States	X	
	Yeaman, John	Plano, TX United States	X	

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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.

Tyler Technologies, Inc.  
Plano, TX United States

Certificate Number:  
2017-156488

Date Filed:  
01/20/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

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.

No contract ID

Tyler Consulting Services to assist with Odyssey software setup, configuration and testing for add'l Remote Booking Center, including Livescan interface.

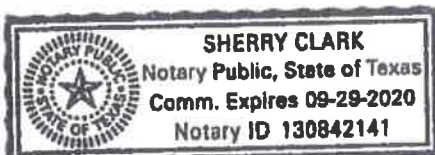
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

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 Craig Seckamp, this the 20<sup>TH</sup> day of January, 2017, to certify which, witness my hand and seal of office.

*[Signature]*

Signature of officer administering oath

Sherry Clark

Printed name of officer administering oath

Notary

Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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.**

Tyler Technologies, Inc.  
Plano, TX United States

Certificate Number:  
2017-156488

Date Filed:  
01/20/2017

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Williamson County

Date Acknowledged:  
01/23/2017

**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.**

No contract ID

Tyler Consulting Services to assist with Odyssey software setup, configuration and testing for add'l Remote Booking Center, including Livescan interface.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Marr, Jr., John	Yarmouth, ME United States	X	
	Brattain, Donald	Plano, TX United States	X	
	King, Jr., J. Luther	Plano, TX United States	X	
	Womble, Dustin	Lubbock, TX United States	X	
	Cline, Brenda	Plano, TX United States	X	
	Carter, Glenn	Plano, TX United States	X	
	Moore, Jr., H. Lynn	Plano, TX United States	X	
	Miller, Brian	Plano, TX United States	X	
	Leinweber, Larry	Plano, TX United States	X	
	Pope, Daniel	Plano, TX United States	X	
	Yeaman, John	Plano, TX United States	X	



**Commissioners Court - Regular Session****40.****Meeting Date:** 01/31/2017

Loader/Dump Truck Training for Road &amp; Bridge Department

**Submitted By:** Robert Lerma, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving (1) 16 hour Loader/Dump Truck training class on February 21st through February 22nd, 2017 for the Road & Bridge Department from Amarillo Junior College District utilizing an Interlocal Agreement for a total amount of \$2,917.63.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Amarillo College Quote

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Robert Lerma

Final Approval Date: 01/24/2017

**Reviewed By**

Wendy Coco

**Date**

01/24/2017 04:59 PM

Started On: 01/24/2017 12:18 PM



**Amarillo College**

**Technical  
Education  
Division**

**Williamson County  
Loader/Dump Truck  
Training Agreement  
#170001**

**AGREEMENT with Amarillo Junior College District  
through the Technical Education Division  
PO Box 447 Amarillo, TX 79178-0001**

**January 17, 2017**

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as "**College**", and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as "**Client**" enter into this agreement as follows:

- 1.0 **Purpose:** The **College** shall provide one (1) 16 hour Loader/Dump Truck class for certain employees of the **Client** as provided in this agreement.
- 2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.
- 3.0 **Term:** The **College** will conduct the Loader/Dump Truck training on the following schedule:  

Date: February 21 to February 22, 2017

Time: 8:00am to 5:00pm with one hour for lunch.
- 4.0 **Fee:** The fee for this training (including travel) is \$2,917.63. Four (4) students may attend for this price.
- 4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*.
- 5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College**. Required instructional equipment (dump trucks and loaders) will be furnished by the **Client**.



**Amarillo College**

**Technical  
Education  
Division**

**Williamson County  
Loader/Dump Truck  
Training Agreement  
#170001**

**AGREEMENT between Amarillo College and Williamson County, continued page 2.**

- 5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client**.
- 5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client**.
- 6.0 **Facilities:** The training will be conducted at facilities of the **Client**.
- 7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.
- 7.1 **Cancellation:** If the **Client** cancels any or all of the agreement at any time after execution of the agreement, an administrative fee will be assessed and paid to the **College** in the amount of 10 percent of the unfulfilled amount of the agreement. In any case of cancellation by the **Client**, the **Client** will pay the **College** for any development, supplies, materials, and/or instruction in fulfilling the agreement up to the time written notice of cancellation is received by the **College**.
- 7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client**.
- 7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.
- 7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.



**Amarillo College**

**Technical  
Education  
Division**

**Williamson County  
Loader/Dump Truck  
Training Agreement  
#170001**

**AGREEMENT between Amarillo College and Williamson County, continued page 3.**

- 7.5 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.
- 7.6 **Venue:** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Potter County, Texas.
- 8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

**Client Representative**

The Honorable Dan A. Gattis  
Williamson County Judge  
710 South Main Street  
Suite 101  
Georgetown, TX 78626

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

Date: \_\_\_\_\_

**College Representative**

Ed Nolte  
Industrial Technology  
Amarillo College

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

Date: 18 Jan 2017

**Commissioners Court - Regular Session****41.****Meeting Date:** 01/31/2017

Iplow Contract Approval JP 1

**Submitted By:** Thomas Skiles, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving Agreement between Williamson County and I-Plow.Com, LLC for Government Collections and Compliance Professional Services for Williamson County Justice Of The Peace, Precinct One in the amount of \$5,650 annually.

**Background**

I-Plow will provide comprehensive collections and compliance professional services including, but not limited to: best practices, business process assessment, consulting, software, software configuration, unlimited (standard and ad hoc/custom) reports, legacy system data conversion, perpetual data imports, perpetual data exports, user training, and user support to ensure that all reasonable efforts are exhausted to collect fees, fines, court costs, restitution, and other monies assessed by Williamson County Justice of the Peace Precinct #1 and owed to Williamson County. The purpose of this contract is to improve internal government collection efforts and increase defendant and/or other debtor compliance, as these pertain to the Williamson County Justice of the Peace, Precinct #1.

Purchasing obtained quotes for this service using the BidSync quick quote process. Two quotes were received in addition to the initial quote from IPlow. JP 1 has recommended IPlow as the preferred provider.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[Agreement](#)[Recommendation](#)

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Thomas Skiles

Final Approval Date: 01/26/2017

**Reviewed By**

Kerstin Hancock

Wendy Coco

**Date**

01/26/2017 08:45 AM

01/26/2017 09:01 AM

Started On: 01/25/2017 11:53 AM

**AGREEMENT FOR GOVERNMENT COLLECTIONS AND COMPLIANCE  
SERVICES INCLUDING THE PROVISION OF PROPRIETARY SOFTWARE  
FOR  
WILLIAMSON COUNTY JUSTICE OF THE PEACE, PRECINCT ONE**

This Agreement ("Agreement") is executed by and between Williamson County, a political subdivision of the State of Texas (the "County"), and I-PLOW.COM, LLC, a company organized and existing under the laws of the State of Texas ("Company").

RECITALS:

- A. Company is in the business of providing local, state and federal governmental entities with comprehensive government collections and compliance services which includes, but is not limited to: best practices, business process assessment, consulting, software, software configuration, unlimited (standard and ad hoc/custom) reports, legacy system data conversion, perpetual data imports, perpetual data exports, user training, and user support to ensure that all reasonable efforts are exhausted to collect fees, fines, court costs, restitution, and other owed monies.
- B. County desires to engage Company for the purpose of improving internal government collection efforts and increasing defendant and/or other debtor compliance, as these pertain to the Williamson County Justice of the Peace, Precinct One ("JP#1").

NOW, THEREFORE, for and in consideration of the mutual covenants, obligation, benefits, and agreements herein contained, the County and Company do hereby agree as follows:

**I. TERM**

- a. This Agreement shall commence effective as of the date of the last party's execution below and shall continue thereafter for one (1) year unless terminated sooner by either party pursuant to section II.
- b. Following the initial term above, this Agreement shall automatically renew for one (1) year terms until terminated by either party pursuant to section II.



- c. This Agreement shall not be extended if Company is in default of any term or condition of this Agreement.

## **II. TERMINATION**

- a. The County or Company may terminate this Agreement at any time, with or without cause by providing the other party with written notice ninety (90) days prior.
- b. Upon termination of this Agreement, Company shall provide County data in a tab-delimited format to facilitate system conversion or process abandonment.
- c. Upon termination of this Agreement, County shall return or destroy all Company assets per Company's written direction.

## **III. COMPENSATION**

- a. County agrees to pay Company the total sum of Five Thousand Six Hundred Fifty Dollars (\$5,650) per year for Company's provision of government collections and compliance services including proprietary software. County shall pay Company for its services in two separate installments of Two Thousand Eight Hundred Twenty Five Dollars (\$2,825.00) each, with the first installment being due within thirty (30) days of the effective date of this Agreement and the second installment being due one hundred eighty (180) days following the effective date of this Agreement. Company further offers County its services for a sum not greater than Five Thousand Six Hundred Fifty Dollars (\$5,650) on an annual basis for each additional term. For each additional term, County shall also pay Company for its services in two separate installments of Two Thousand Eight Hundred Twenty Five Dollars (\$2,825.00) each, with the first installment being due on each anniversary of this Agreement and the second installment being due one hundred eighty (180) days thereafter.
- b. County acknowledges that Company will provide ten (10) concurrent user licenses for accessing Company's proprietary government collections and compliance software.
- c. County acknowledges that Company offers additional concurrent user

licenses at a prorated additional annual expense of Three Hundred dollars (\$300.00) per license per year and prorated against the remaining term of this Agreement.

- d. County acknowledges that Company may offer supplemental, direct services a la carte from Company for additional fees and/or expenses per the terms and conditions of Section VIII.
- e. County acknowledges that Company may offer supplemental, indirect services a la carte from Company and/or Company's strategic partners for additional fees and/or expenses per the terms and conditions of Section VIII.
- f. County acknowledges that Company shall not increase expected compensation for prior government collections and compliance services and proprietary software for the life of this Agreement.
- g. County acknowledges that Company offers significant compensation discounts for multiple implementations within the same government entity but not under the authority of the County.

#### **IV. DUTIES OF COMPANY**

Throughout the term of this Agreement, Company shall:

- a. Acknowledge that all County data residing within Company's technical environment is always under the explicit care, control, custody and direction of the County; and
- b. Acknowledge that Company does not have any authority to incur any additional expense on behalf of County without prior written authorization; and
- c. Identify a single point of contact for pre-implementation project management; and
- d. Provide JP#1 with perpetual government collections and compliance business process assessments; and
- e. Provide JP#1 with perpetual government collections and compliance consulting; and
- f. Provide JP#1 with government collections and compliance software; and
- g. Provide JP#1 with perpetual government collections and compliance software configuration; and



- h. Provide JP#1 with standard collections and compliance reports; and
- i. Provide JP#1 with unlimited ad hoc/custom collection and compliance reports; and
- j. Provide JP#1 with legacy system data conversion; and
- k. Provide JP#1 with perpetual data imports; and
- l. Provide JP#1 with perpetual data exports; and
- m. Provide JP#1 with unlimited user training; and
- n. Provide JP#1 with unlimited user support; and
- o. Provide JP#1 with a fully functional test environment.

#### **V. DUTIES OF COUNTY**

Throughout the term of this Agreement, County shall:

- a. Acknowledge that provision of Company's government collections and compliance services, including proprietary software, is exclusively for County benefit; and
- b. Acknowledge that County does not have any authority to incur any expense on behalf of Company without prior written authorization; and
- c. Acknowledge the business process risk associated with Company's unique rapid application development (RAD) philosophy facilitating the provision of daily and real-time software updates to resolve misbehavior and/or expose new features and functionality; and
- d. Identify a single point-of-contact for pre/post-implementation project management; and
- e. Provide a stable desktop and/or mobile technical environment, including reliable Internet connectivity, enabling authorized users to access County's data managed within Company's technical environment.

#### **VI. INDEMNIFICATION**

COMPANY COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, AND HOLD HARMLESS THE COUNTY, THE COURTS, JUDICIAL OFFICERS, ITS EMPLOYEES, OFFICERS, ELECTED OFFICIALS, AND LEGAL REPRESENTATIVES FROM ANY AND ALL CLAIMS, SUITS, DEMANDS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS FEES RELATING IN ANY WAY TO

DAMAGES, CLAIMS, OR FINES ARISING BY REASON OF OR IN CONNECTION WITH COMPANY'S ACTUAL OR ALLEGED NEGLIGENCE OR OTHER ACTIONABLE PERFORMANCE OR OMISSION OF COMPANY IN CONNECTION WITH OR DURING THE PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT.

**VII. GOVERNING LAW AND FORUM**

This Agreement and its interpretation and any disputes relating thereto, arising out of or connected with this Agreement, shall be governed by the laws of the State of Texas, without regard to its conflicts of law provisions. Any dispute relating to, arising out of, or connected with this Agreement shall be filed and maintained in Williamson County, Texas. For purposes of this Agreement, venue shall be in Williamson County, Texas.

**VIII. AMENDMENTS**

This Agreement may be amended only in writing, with such written instrument being approved and executed by County and Company. 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.

**IX. NOTICES**

Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if made in writing to the responsible party identified below and delivered by either by mail or electronically. If delivery method is by mail, delivery confirmation is required to ensure receipt.

Regardless of the delivery method, the notice shall be effective on the date of receipt, unless notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

*To County:*

Name: Dan A. Gattis (or successor)

Title: Williamson County Judge

Address: 710 S. Main St., Ste. 101, Georgetown, Texas 78626

Telephone: (512) 943-1550

*Copy to:*

Name: Honorable Dain Johnson  
Title: Justice of the Peace, Precinct One  
Address: 1801 E. Old Settlers Blvd., Ste. 100, Round Rock, Texas 78664  
Telephone: (512) 244-8618

*To Company:*

Name: Mark W. Odom  
Title: Co-CEO and Chief Operating Officer  
Address: 3463 Magic Dr., Suite T-7, San Antonio, Texas 78229  
Telephone: (210) 582-5803

The parties may change the address where or the individual to whom notice is to be given by providing written notice of such change pursuant to this section.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the County and Company.

**X. SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion of provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to in good faith attempt to reform this Agreement to replace any stricken provision with a valid provision.

**XI. HEADINGS**

Headings and titles of sections of this Agreement are included herein for convenience of reference only and shall not constitute a part of the Agreement for any other purpose and will not affect in any way the meaning or interpretation of this Agreement.

**XII. SURVIVAL**

The provisions of this Agreement which expressly or impliedly contemplate or require performance after the termination or expiration of operations hereunder



shall survive such expiration or termination.

**XIII. REPRESENTATIONS**

Company represents that it and its employees, agents, representatives and subcontractors are fully competent and qualified to perform all services required to be performed under this Agreement. Company further represents that it is experienced in this type of service and that all services to be performed hereunder shall be of the highest quality.

**XIV. ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES**

Due to the unique nature of the program, the parties agree that Company may not assign its rights or delegate its duties hereunder to any third party without the prior written consent and approval of the County, which consent shall not be unreasonably withheld. Any purported assignment, transfer or conveyance without such consent shall be null and void. Notwithstanding the foregoing, a merger, recapitalization, consolidation, acquisition, reorganization, or similar action by Company shall not be considered an assignment of rights or delegation of duties.

**XV. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and Company. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. Nothing contained in this Agreement shall give rise to or allow any claim or right of action whatsoever by any person or entity, other than the County or Company, and any such person or entity receiving any benefit from this Agreement shall be deemed an incidental beneficiary only.

**XVI. FORCE MAJEURE**

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on

force majeure, the party obligated to perform shall file a written request with the other party.

**XVII. EQUAL OPPORTUNITY IN EMPLOYMENT**

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

**XVIII. COMPLIANCE WITH LAWS**

Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation salary and wage statutes and regulations, licensing laws and regulations.

**XIX. 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.

**XX. NO WAIVER OF IMMUNITIES**

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

**XXI. COUNTY'S RIGHT TO AUDIT**

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

**XXII. APPROPRIATION OF FUNDS BY COUNTY**

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Company understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

**XXIII. SOLE SOURCE**

Company acknowledges and agrees that this Agreement will not prohibit or preclude the County and/or any of its related offices from obtaining the same type of services described hereunder from a separate source while this Agreement is in effect.

**XXIV. Approval, Authority and Certification**

The parties represent that they have the legal power and have taken the requisite action to enter into this Agreement. The parties executing this Agreement certify by their signatures that they have the legal power, right and actual authority to bind their respective organizations to the terms and conditions of this Agreement and all related instruments and that any resolutions necessary to create such authority have Williamson duly passed and are now in full force and effect.

**XXV. EXTENT OF AGREEMENT**



This Agreement represents the entire Agreement between County and Company and supersedes all prior negotiations, representations or agreements, whether written or oral.

EXECUTED to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Dan A. Gattis  
County Judge

Date: \_\_\_\_\_

I-PLOW

By: Mary Gordon, Member

Date: 1/25/17



## Justice Court

WILLIAMSON COUNTY, TEXAS

PRECINCT ONE

**DAIN JOHNSON**  
JUSTICE OF THE PEACE

January 25, 2017

Williamson County Purchasing Dept.  
901 S Austin Ave.  
Georgetown, Texas 78626

Ref: I-Plow Contract and Services

I am recommending the services of I-Plow who will provide software to help our office be compliant with the OCA collections process. I-Plow will provide my office with software to help staff with meeting the mandates set out by the OCA. I-Plow is on the State DIR contract.

The other vendors MSB and Linebarger whom placed bids are companies that do collections for local governments.

Sincerely,

A handwritten signature in black ink, appearing to read "Dain Johnson", with a long horizontal flourish extending to the right.

Dain Johnson  
Justice of the Peace Pct. One  
Williamson County



**Commissioners Court - Regular Session****42.****Meeting Date:** 01/31/2017

Ford A/V Upgrade

**Submitted By:** Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the Service Contract between Ford Audio-Video Systems, LLC and Williamson County for an Audio/Video System Modulator Upgrade, in the amount of \$23,190.96 as per Buyboard contract 482-15.

**Background**

This service agreement is for Emergency Services Operations Center to upgrade their Audio/Video System Modulator. Audit and Legal have approved this agreement.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[Ford/AV upgrade](#)[Ford/AV upgrade 1](#)[Ford/AV upgrade 2](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 01/26/2017

**Reviewed By**

Wendy Coco

**Date**

01/26/2017 09:56 AM

Started On: 01/26/2017 08:27 AM

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

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§  
§

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**SERVICES CONTRACT**  
**(Audio/Video System Modulators Upgrade)**

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

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter “The County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and Ford Audio-Video Systems, LLC, (hereinafter “Service Provider”), with principal offices in Austin, TX. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational goods and services pursuant to the following terms, conditions, and restrictions:

**I.**

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

## II.

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

## III.

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

## IV.

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

## V.

**Consideration and Compensation:** Service Provider will be compensated based on the attached **Proposal dated January 9, 2017**, which is attached and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$23,190.96 (plus optional amount of \$556.00 for preventative maintenance), unless amended by a change order and approved by the Williamson County Commissioners Court.**

**Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.**

## VI.

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

## VII.

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$ 500,000	\$ 500,000
Aggregate policy limits:	\$1,000,000	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors

worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

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

## VIII.

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

- 1) This contract;
- 2) Proposal dated January 9, 2017;
- 3) Buyboard Contract #482-15; and
- 4) Any required insurance certificates for this project.

## IX.

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

## X.

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

## XI.

**Termination:** This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving seven (7) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

## **XII.**

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

## **XIII.**

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

## **XIV.**

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

## **XI.**

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

## **XVI.**

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

## XVII.

**Proprietary Information and Texas Public Information Act:** All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Service Provider does not desire proprietary information in the Proposal to be disclosed, **each page must be clearly identified and marked proprietary at time of submittal** or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Service Provider, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Service Provider.

To the extent, if any, that any provision in this RFP or in the Service Provider's Proposal is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

## XVIII.

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

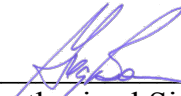
WITNESS the signatures of all parties in duplicate originals this the \_\_\_\_ day  
of \_\_\_\_\_, 2017.

WILLIAMSON COUNTY:

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

SERVICE PROVIDER:

Ford Audio-Video Systems, LLC

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

Greg Bowes, Sr. Contracts Administrator



# Texas Sales and Use Tax Exemption Certification

*This certificate does not require a number to be valid.*

Name of purchaser, firm or agency <b>Williamson County</b>	
Address (Street & number, P.O. Box or Route number) <b>710 S. Main Street, Suite 301</b>	Phone (Area code and number) <b>512-943-1500</b>
City, State, ZIP code <b>Georgetown, Texas, 78626</b>	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: Ford Audio-Video Systems, LLC

Street address: 7901 E Riverside Dr., Ste 125 City, State, ZIP code: Austin, Tx, 78744

Description of items to be purchased or on the attached order or invoice:


Various

Purchaser claims this exemption for the following reason:

As a local government in Texas, Williamson County is a tax exempt entity. For identification purposes, our Federal Employer Identification Number (FEIN) is 74-6000978. Local governments are exempt from having to obtain a tax exempt number, and as noted on this form, not required for this certification. If you have any questions, please contact the Williamson County Auditor's Office at 512-943-1500.

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

*I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

Purchaser 	Title Assistant Auditor	Date Jan 12, 2017
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

**THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.**

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.  
Do not send the completed certificate to the Comptroller of Public Accounts.**

Revised January 9, 2017

Mr. Scott Parker  
Williamson County  
301 Southeast Inner Loop, Suite 106  
Georgetown, TX 78626

RE: Emergency Services Operations Center Proposal

Dear Mr. Parker:

Ford Audio-Video Systems, LLC (Ford AV) respectfully submits for your consideration the attached proposal, which covers the details of the system requirements in the following outline:

- A. Introduction
- B. Description of Work and Responsibilities
- C. Installation Schedule
- D. Equipment List
- E. Cost Summary and Terms
- F. Guarantees and Limitations of Warranty
- G. Training and Documentation
- H. Building Construction and Installation
- I. Acceptance

The proposed systems are based upon our understanding of your requirements as communicated to us during our meetings and conversations. If there are any changes that need to be made, please let us know. We invite you to compare our systems with any other; in quality, price, and professionalism of installation, we are second to none.

This proposal contains confidential pricing, design, and installation information that is proprietary to Ford AV and utilizes Ford Audio-Video Systems, LLC's BuyBoard Contract #482-15. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford AV. Please let us know if any questions arise. We look forward to serving you.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC

FORD AUDIO-VIDEO SYSTEMS, LLC

Taft D. Baldwin  
Senior Account Manager

Victor Garcia  
Division Sales Manager

Voice: 512-447-1103  
E-mail: [baldt@fordav.com](mailto:baldt@fordav.com)  
Website: [www.fordav.com](http://www.fordav.com)

**Proposal**  
**For**  
**Williamson County, Georgetown, TX**

**A. INTRODUCTION**

This proposal provides a description of the technology incorporated into the systems, lists the major equipment and components, and states the terms, conditions, and responsibilities. Individual components and quantities may be changed, deleted, added, or designated as optional to be added to the system at a future date.

**B. DESCRIPTION OF WORK**

Ford AV shall provide and install the following systems in the Emergency Services Operations Center (ESOC) for Williamson County of Georgetown, Texas (Customer):

**1. VIDEO SYSTEM UPGRADE**

- a. Ford AV shall remove fifteen (15) existing RF modulators from the owner furnished equipment (OFE) rack and hand them over to the Customer.
- b. Eight (8) dual-channel, HD RF modulators with a RGB input shall be configured and mounted in the OFE rack in place of the existing RF modulators.

**2. THE CUSTOMER SHALL BE RESPONSIBLE FOR:**

- a. The Customer shall have a representative (one [1] person selected by the Customer) available throughout the installation to make decisions on behalf of the Customer concerning the installation. The purpose is to ensure that communication between the Customer and Ford AV is accurate and responsive in the event of questions or problems that may arise during installation.
- b. The Customer shall clear the rooms involved in the installation of all activities during the periods of installation. Ford AV will work with the Customer to schedule the installation. Hours or days of work lost by the installation crew due to the inability to work as planned will be charged to the Customer based on the extra labor and expenses required.
- c. The Customer shall provide a facility that is prepared for the installation of electronic equipment. This includes a clean, dust-free and air-conditioned environment that is secure and quiet. The Customer is responsible for providing a secure job site and for the cost of loss or damage to audio, video, and lighting equipment delivered by Ford AV to the job site.
- d. Electrical Power

In the event that electrical power is required to be installed or conduit systems are required to support the audio/video systems, it is the responsibility of the Customer, at their expense, to provide complete and adequate electrical power and conduit, unless otherwise noted.

- e. Providing and preparing adequate space for the location of equipment, and equipment racks included in the system. In the event floors are sloped or not level, the Customer is responsible for making the floor level under consoles and equipment racks. In the event a projection screen is recessed in a finished ceiling, the Customer is responsible for refinishing the ceiling.
  - f. Providing a clear area with adequate ventilation and air conditioning that maintains a room temperature not exceeding 75 degrees Fahrenheit in all rooms that are occupied by sound/audio/video/lighting equipment racks. Sound, audio, video, and lighting equipment produces heat which must be dissipated by ventilation or air conditioning. Prolonged operation at room temperatures above 75 degrees Fahrenheit will shorten the life of electronic equipment leading to premature failure of components.
  - g. The Customer is responsible for the installation and registration of all software on OFE computers. Ford AV will provide the Customer with the system requirements for Ford AV provided software, but the Customer is responsible for installing it on the OFE PC's and/or OFE network. All software-related customer support shall be directly provided by the software manufacturer.
  - h. Scaffolding or lifts provided by the Customer for use by Ford AV must meet OSHA safety standards and be satisfactory to meet the needs of the Ford AV installation personnel. In the event the Customer furnished scaffolding or lifts are unacceptable, Ford AV will present a change request detailing the additional cost and time extension required to complete the project.
  - i. Ford AV is not licensed for and does not perform any electrical, carpentry, painting, masonry, or carpet laying work.
  - j. The Customer shall advise Ford AV in writing prior to signing a contract agreement regarding the existence of asbestos in any area that Ford AV may be required to work. The Ford AV safety policy does not allow any employee to perform work if any asbestos hazard exists. If asbestos is detected, Ford AV employees will be removed from the location until the location can be made safe in compliance with OSHA standard (1926.1101). Any incurred expenses related to the stoppage of work will be the responsibility of the Customer.
3. FORD AV SHALL BE RESPONSIBLE FOR:
- a. Providing line drawings for systems and equipment manuals electronically at no cost
  - b. Fabrication and installation of audio/video systems
  - c. Providing recommendations for electrical power and conduits, to be provided and installed by the electrical contractor, for the audio/video/control systems
  - d. Installation of low voltage audio/video wiring for systems

- e. Training
- f. Warranty service
- g. Providing as-built drawings with wire numbers and labels

#### 4. PREVENTATIVE MAINTENANCE

- a. Ford AV shall perform one (1) pre-scheduled service call, prior to the end of the warranty period, for the purpose of conducting routine preventative maintenance (PM) to check the general operation of equipment. This PM service call shall be scheduled in advance with the Customer, between 8:00 am and 5:00 pm Monday through Friday, excluding holidays, and does not include expendable materials used (e.g., light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.) or system programming. This service is renewable up to three (3) years.
- b. The Customer will provide a contact person that is authorized to answer questions and obligate the Customer if additional services are requested. The contact will be personally available to meet with the Ford AV technician and have knowledge of the equipment and systems to be inspected. The contact person will provide access to all areas and equipment rooms requiring inspection.

#### C. INSTALLATION SCHEDULE

- 1. Ford AV estimates that the actual on-site installation, test out and commissioning of this project will take two (2) days. In addition to the installation, Ford AV shall prepare system drawings, purchase the equipment, assemble the equipment in our shop, program control software as required and do in-shop testing. This work will take approximately eight (8) to ten (10) weeks prior to the beginning of actual installation at your facility. The total time required to complete the project shall be approximately ten (10) weeks. The completion of Ford AV's work depends upon the facility being secure, dust-free, air-conditioned, and quiet.
- 2. For Ford AV to meet the above completion schedule, it is important that the Customer ensures the job site is available for Ford AV personnel, and there are no interruptions in the availability of the job site and the ability of Ford AV to do the work. Ford AV schedules its work force weeks in advance in order to meet the installation completion dates of all of its customers. As a consequence, it is vital that the Customer notify Ford AV's Project Manager in the event that the Customer changes the schedule or the Customer's other contractors fall behind in completing their portion of the work.

## D. EQUIPMENT LIST

### QMOD UPGRADE (BUYBOARD CONTRACT)

Quantity	Description	Price	Extension
15.00	OFE CABLE BOX WITH RGB OUTPUT	.00	.00
8.00	CONT.QMOD-YPB2 AV,HDTV MODULATOR,DUAL	1,870.00	14,960.00
		Sub Total	14,960.00

### QMOD UPGRADE (NON-CONTRACTED)

Quantity	Description	Price	Extension
1.00	CABLES AND CONNECTORS	285.00	285.00
		Sub Total	285.00


### SYSTEM INTEGRATION


Quantity	Description	Price	Extension
	DESIGN, ENGINEERING, FABRICATION, PROJECT MANAGEMENT, INSTALLATION, COMMISSIONING, TRAINING AND WARRANTY	7,945.96	7,945.96
		Sub Total	7,945.96
		Merchandise:	15,245.00
		Integration:	7,945.96
		Freight:	.00
		Sales Tax*:	.00
		Total Amount:	23,190.96

## E. COST SUMMARY AND TERMS

PROPOSED TOTAL: \$23,190.96

PREVENTATIVE MAINTENANCE: \$556.00

\*TAXES: All taxes are the responsibility of the Customer. If a tax is charged to Ford AV, the Customer will be responsible for reimbursing Ford AV for the cost. 

TERMS: Customer shall issue a purchase order in accordance with the terms and conditions of this proposal. 

100% due upon completion.

**All invoices are due Net 10.**

**CC:** Unless otherwise prohibited by law, a 3% bank interchange fee will be charged for using a credit card for payment.

**PRICE:** The price stated above for this project is based upon the complete system being purchased and installed at one time. In the event the Customer selects to purchase less than the total project, delays purchase of any portion of the system, requires that the system be installed in phases, or delays the installation, Ford AV reserves the right to charge for additional labor, travel, and overhead. The price is valid for thirty (30) days from the date of this proposal.

**COMMENCEMENT OF WORK:**

Ford AV must receive the signed contract or a purchase order accepting the terms and conditions of this proposal, prior to the contract being initiated by Ford AV. Without the acceptance of Ford AV no work on the contract will be under taken, including engineering the system, purchasing the equipment and scheduling the work crews for installation. In the event the Customer fails to pay Ford AV within the terms above, Ford AV reserves the right to stop work on the project until all payments are received by Ford AV in accordance with the terms.

**CREDIT:** This proposal shall not be deemed as accepted by Ford AV until the executed contract is returned to Ford AV's credit center for final review and acceptance.

**CHANGES:** Any Customer Change Orders (CCO) must be approved in writing by the Customer prior to execution by Ford AV and are subject to the credit terms of this agreement.

**NON-HIRE:** The Customer and Ford AV mutually agree, because of the high cost of training an employee, that neither party shall solicit the employment of any employee of the other party, and shall not employ any employee or any person who was an employee of the other party at any time during the relationship between the parties or for a period of one (1) year following the termination of any relationship between the parties. In the event of a breach of this section, the breaching party agrees to pay the other party an amount equal to the hired employee's annual wages as an agreed upon cost to replace the employee.

**F. GUARANTEES AND LIMITATIONS OF WARRANTIES**

**1. FORD AV GUARANTEES THE FOLLOWING:**

- a. Equipment will be new, unless noted otherwise.
- b. All workmanship provided by Ford AV will be free of defects and will be repaired, free of charge, for a period of one (1) year from the date of substantial completion or the first date of beneficial use of the system, whichever date occurs first. Substantial completion shall be defined as the point where the work, or designated portion thereof, is sufficiently complete so that the system can be used for its intended purpose.

- c. All equipment and materials provided by Ford AV that were manufactured by other companies will be warranted under the standard warranty terms of the original manufacturer.
- d. If any questions arise now or in the future about the installation or operation of the system, a Ford AV engineer will be available to assist and answer any questions by phone.
- e. The warranty does not include nor cover expendable materials used with the system installation (e.g., light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.).
- f. Ford AV is not responsible for the reliability of systems that communicate using wireless technology. The performance of equipment utilizing wireless communications is inherently unreliable and will experience "drop outs", distortion and loss of connectivity from time to time. Interference from other forms of radio frequency transmissions, such as radio and television broadcasts, cell phones, and computer wireless networks, is probable and should be expected.
- g. Ford AV is not responsible for the performance, testing, or configuration of owner-furnished data networks that are used to transmit audio, video, and lighting program data and control signal data. IP-based videoconferencing systems rely upon data networks that can provide consistent bandwidth for the transmission. Videoconferencing that is transmitted over the Internet is subject to the intermittent and unreliable nature of the public network. In the event that the Customer's network is found to be the cause of defects in the quality of the audio/video signals, is unreliable, or has insufficient bandwidth to support the A/V/L system and Ford AV's network engineers are required to troubleshoot or configure the Customer's network, the cost of this service will be invoiced to the Customer.
- h. The term "Software" as used in this document includes all editable source files, un-editable compiled files, graphical user interface files and functionality, audio digital signal processor (DSP) files, in whole and in part, produced under the terms of this agreement.

Unless otherwise expressly agreed in writing, all Software created by Ford AV remains the property of Ford AV, and the Customer is hereby provided a license to use the Software for this project only. The Software may not be used on any other project, nor used for any purposes outside of this project, nor shared nor disclosed to anyone who is not an employee of the Customer's company.

- i. Any adjustments made by the Customer or the Customer's agent(s), other than routine operational adjustments, shall not be covered under this warranty statement. Re-calibration of settings shall be considered by Ford AV to be billable time to the Customer at Ford AV's standard engineering rates.
- j. Procedures such as routine preventative maintenance functions (e.g., keeping filters clean, keeping system environment free from foreign materials, etc.) are the responsibility of the Customer and is not included within this warranty agreement. Failure on the part of the Customer to perform these routine maintenance functions shall void this warranty.
- k. If warranty work is necessary within the warranty period, Ford AV will, at its option, repair the defective equipment or return it to the manufacturer for repair.



- l. Repairs, modifications, or other work performed by personnel not authorized by Ford AV during the period of warranty on any equipment of the system may invalidate the warranty.
    - m. Ford AV will not be responsible for damages or cost of repairs due to modifications, adjustments, or additions to the system performed by personnel not authorized by Ford AV prior to acceptance of the system by the Customer.
    - n. Ford AV may withhold warranty service in the event that the Customer has an unpaid balance due to be paid to Ford AV.
2. OWNER-FURNISHED EQUIPMENT (OFE):
  - a. Ford AV's intent is to provide a complete system, which includes providing all the equipment. In some cases, the Customer may own equipment that they desire to be included with the Ford AV installation. Ford AV reserves the right to accept or reject equipment provided by the Customer and to charge a service fee due to the problems encountered with using equipment that is of unknown origin, service history, software revision, etc. Ford AV will not accept OFE that is purchased by the Customer to replace equipment that is specified in this proposal.
  - b. Materials or equipment provided by the Customer/Owner, if any, to be included within the work, shall be done with no warranty or guarantee by Ford AV. Use of OFE is solely for the convenience and benefit of the Customer.
  - c. The existing equipment, removed as a courtesy by Ford AV, that is not being reused, shall be returned to the Customer. Ford AV is not responsible for the existing equipment or its condition when received by the Customer.
  - d. Ford AV shall take reasonable care in handling OFE and shall install it according to standard industry practices; however, Ford AV takes no responsibility for the operation, performance, appearance, or effects of OFE before, during, or after its integration into the system.
  - e. The Customer agrees to reimburse Ford AV for all work related to the service and/or troubleshooting of OFE with the provision that the Customer authorizes Ford AV to proceed with malfunction evaluation and repairs.
  - f. In the event that OFE does not function properly, Ford AV shall notify the Customer. The Customer will determine if the OFE is to be a) repaired, b) an alternate unit provided by the Customer, c) the unit is not to be used, or d) Ford AV is to provide a new unit. Ford AV shall provide a cost to the Customer for the work to be done. The Customer will authorize any additional costs to the job.

## G. TRAINING AND DOCUMENTATION

### 1. TRAINING INCLUDED:

- a. Ford AV will host a training session near the completion of installation. All system users and interested persons should attend this training so that all questions can be answered during this training.

- b. During the training, if requested, Ford AV personnel will attend the initial first use of the system and assist the Customer's operators and users in the operation of the Ford AV-installed system.

## 2. ADVANCED TRAINING - OPTIONAL:

Ford AV is committed to providing the highest quality and most modern training experience possible to its Customers. In addition to the training included with this project, for an additional fee, Ford AV offers multiple, customizable options to fit the needs of any Customer. The possible programs include:

- a. Ford AV shall supply a training video consisting of a visual tutorial or tutorials, if multiple room type videos are purchased, that will explain how to operate specific AV systems. This training tutorial, narrated by a Ford AV trainer, is a self-paced, always-available, online video, viewable on any mobile device which give the learner a step-by-step process on how to use the technology.
- b. In consultation with the Customer, Ford AV will develop and execute a custom curriculum and curriculum schedule.
- c. Ford AV will provide in-person presentation(s), as needed, including presentation materials such as PowerPoint or Prezi presentation.
- d. Ford AV will develop a custom Orientation & Operations Handbook, which shall include detailed, user-friendly information on solutions, functionality, troubleshooting, curriculum, and other useful reference materials.
- e. The Ford AV Training Center also highly recommends follow-up training sessions six months to a year following the initial session(s) to ensure that all concepts are anchored and being employed by each user as well as providing opportunities for new employees to receive the same level and style of training existing employees received. The Ford AV Training Center will work with customers to develop a long-term training strategy and/or ongoing training curriculum.
- f. Additional materials include documents in electronic format, additional hard and/or laminated copies of Quick-Start Guides and Orientation & Operations Handbooks, as well as CDs or DVDs of these curriculum materials.
- g. All training curriculum and components will be developed and executed by a Ford AV Master Trainer.
- h. The components of the optional training are to be determined by the Customer, Account Manager, and Ford AV Master Trainer to best meet the needs of the Customer. The cost of the additional materials and training is based on the desired program.
- i. Please contact Ford AV to receive a customized price quote on the Advanced Training Program option.

## H. BUILDING CONSTRUCTION AND SYSTEM INSTALLATION

### 1. VISUAL INSPECTION:

- a. This proposal is based upon a visual inspection of the site conditions. It is agreed that some buildings may have inherent design and/or construction that is not visibly recognizable and is outside of normal standard and customary building procedures. If the walls, floors or ceiling are found to be constructed in a manner that wire cannot be pulled or equipment cannot be mounted or otherwise installed without labor or materials in excess of those anticipated by both parties and proposed herein, the Customer agrees to be responsible for any adjustments in the labor and materials required to perform the installation.

### 2. EXISTING CONDITIONS:

- a. Acoustics and Noise

In facilities where Ford AV is providing a sound or audio system, the Customer is responsible for providing an environment free of ambient noise and excessive reverberation and echoes.

- 1) Typically, ambient noise is created by HVAC systems (Heating, Ventilation, and Air Conditioning), plumbing or other mechanical systems in the building. In general, Ford AV recommends that the ambient noise sound pressure level not exceed NC35 (Noise Criteria) or 35 dB A scale.
- 2) Long reverberation times and echoes are normally the result of hard wall, floor, and ceiling surfaces found in some rooms. Typically, Ford AV recommends that the reverb time does not exceed 1.5 seconds where the primary use is the communication of speech. The production of other types of music may require longer reverberation times. In the event that echoes exist, absorptive or diffusive wall and ceiling panels may be required to eliminate or minimize the detrimental effects of the echoes.
- 3) Ford AV is not responsible for any costs related to reducing the ambient noise or modifying the acoustics of the Customer's facilities.

## I. ACCEPTANCE

1. The Customer's personnel will be notified by Ford AV upon completion of the installation.
2. Demonstration of system performance will be during the training session.
3. Participants at the performance demonstration shall include personnel representing Ford AV and personnel representing Williamson County who are authorized to accept the system as complete and make final payment.

This proposal shall not be deemed as accepted by Ford AV until the executed contract is returned to Ford AV's credit department for final review and acceptance. If a purchase order is required by the Customer, it must be transmitted with the signed install agreement for review and acceptance.

This proposal contains confidential pricing, design, engineering, and installation information that is proprietary to Ford AV. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford AV.

We appreciate the opportunity to work with you on this project. If you have any questions or need additional information, please contact me at 512-447-1103.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC

Taft D. Baldwin  
Senior Account Manager

Voice: 512-447-1103  
E-mail: [baldt@fordav.com](mailto:baldt@fordav.com)  
Website: [www.fordav.com](http://www.fordav.com)

## SYSTEM INSTALLATION AGREEMENT

Between

**WILLIAMSON COUNTY**

and

**FORD AUDIO-VIDEO SYSTEMS, LLC**

This is to signify that Williamson County and Ford Audio-Video Systems, LLC have entered into a contract, in the amount of \$23,190.96, for the purchase and installation of equipment and services described in the attached proposal.

PREVENTATIVE MAINTENANCE: \$556.00

\_\_\_\_\_  
Customer Accepts

Williamson County and Ford Audio-Video Systems, LLC, by and through their respective signatories to the agreement, each represent to the other that they are authorized to enter into this agreement.

We do both agree to abide by the terms and conditions of this agreement.

FORD AUDIO-VIDEO SYSTEMS, LLC

WILLIAMSON COUNTY

\_\_\_\_\_  
Taft D. Baldwin  
Senior Account Manager

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

\_\_\_\_\_  
Victor Garcia  
Division Sales Manager

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Commissioners Court - Regular Session****43.****Meeting Date:** 01/31/2017

Purchase of Ammo for Firing Range

**Submitted By:** Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the purchase of ammunition for the Sheriff's Office Firing Range in Hutto, in the amount of \$64,511.00, from Precision Delta as per Buyboard contract 432-13

**Background**

The Lott Center had requested this purchase to help supply the needs of the firing range.

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**Fiscal Impact**

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

Ammo for Firing Range

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 01/26/2017

**Reviewed By**

Wendy Coco

**Date**

01/26/2017 09:56 AM

Started On: 01/26/2017 08:44 AM

# PRECISION DELTA

205 Floyce Street  
PO Box 128

# QUOTE

Date	Quote #
1/10/2017	4665

Name / Address
WILLIAMSON CO SHERIFF DEPT ACCOUNTS PAYABLE 508 SOUTH ROCK ST GEORGETOWN, TX 78626

Ship To
WILLIAMSON CO SHERIFF DEPT LOTT TRAINING CENTER 107 S. HOLLY ST GEORGETOWN, TX 78626

					Rep
					LE
Item	Description	Manufacture	Qty	Rate	Total
USA9MM - DS	9 MM 124 gr. FMJ 500 rd/case Drop Ship from Winchester	Winchester	100	89.80	8,980.00
USA40SW - DS	40 S&W 165 gr. FMJ 500 rd/case Drop Ship from Winchester	Winchester	50	113.50	5,675.00
Q4170 - DS	45 Auto 230gr. FMJ 500 rd/case Drop Ship from Winchester	Winchester	100	133.00	13,300.00
Q4309 - DS	357 Sig 125 gr. FMJ 500 rd/case Drop Ship from Winchester	Winchester	20	177.80	3,556.00
Q3131A - DS	5.56mm 55 grain FMJ 1000 rds/case Drop Ship from Winchester	Winchester	100	330.00	33,000.00
	****TX BUY BOARD 432-13****				
<b>Total</b>					\$64,511.00
Phone #	Fax #				
662-756-2810	662-756-2590				

www.precisondelta.com

**Commissioners Court - Regular Session****44.****Meeting Date:** 01/31/2017

Badge order for SO

**Submitted By:** Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the purchase of Badges for the Jail and Sheriff's Office in the amount of \$21,480, from Miller Uniforms and Emblems, as per Buyboard contract 432-13.

**Background**

These badges are to replace the current ones the employees have. These badges have a lifetime warranty and will be repaired at no cost to Williamson County.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Badge order for SO

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 01/26/2017

**Reviewed By**

Wendy Coco

**Date**

01/26/2017 09:56 AM

Started On: 01/26/2017 09:14 AM



## FW: Wilco Badges

Denise McGlaun

Thu 1/26/2017 9:15 AM

Inbox

To: Jayme H. Jasso <jayme.jasso@wilco.org>;

1 attachments (3 MB)

badges.jpg;

This includes badges for Jail and Sheriff's Office.

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**From:** Ben Irvine [mailto:benirvine@milleruniforms.com]

**Sent:** Wednesday, January 25, 2017 1:18 PM

**To:** Denise McGlaun

**Cc:** Brian Doucet; Bob Miller

**Subject:** Wilco Badges

Denise,

Attached is the artwork to accompany your proposal below. We can produce the badges in two different levels of finishing - but please note that all Smith and Warren finishes are covered by the industry's only Lifetime Warranty.

Samples can be provided at your request. All initial set up fees are waived as long as 300 unites are purchased as noted below.

Quote:

Option 1: Deluxe Finish

Model: Custom S527ATX2

Description: New Die for the badge. the die will resemble the S527ATX, but will include the Texas State Flags flanking both sides of the circle. The bottom quadrant of the circle will be cut to accommodate the full TEXAS lettering.

Center Seal: Special \_TX-BKE

Enamel: Hard

Finish: GolRay or SilRay (solid tone badges)

Quantity: 300-400:

Cost: \$53.70

\*Hard Enamel is flush

**\*\*Smith & Warren will waive the die and tooling charges as long as the initial order is for a minimum of 300 units**

Option 2: Standard Finish

Model: Custom S527ATX2

Description: New Die for the badge. the die will resemble the S527ATX, but will include the Texas State Flags flanking both sides of the circle. The bottom quadrant of the circle will be cut to accommodate the full TEXAS lettering.

Center Seal: Special \_TX-BKE

Enamel: Soft / Indented

Quantity: 300-400:

Rhodium Plate: \$44.40

Gold Plate: \$45.80

\*Hard Enamel is flush

**\*\*Smith and & Warren will waive the die and tooling charges as long as the initial order is for a minimum of 300 units**

Ben Irvine

Miller Uniforms

826 Rutland Drive

Austin, TX 78758

W: 512-302-5541

C: 917-676-2423

E: [benirvine@milleruniforms.com](mailto:benirvine@milleruniforms.com)



**Commissioners Court - Regular Session****45.****Meeting Date:** 01/31/2017

Authorizing New Agreement with Ergometrics

**Submitted For:** Scott Parker**Submitted By:** Scott Parker, Emergency Communications**Department:** Emergency Communications**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on authorizing the new licensing Agreement for pre-employment testing and scoring, for the term of February 1, 2017 - February 1, 2018, with Ergometrics and Applied Personnel Research, Inc., in the amount of \$5,500 annually.

**Background**

Requested by Emergency Communications; this is for licensing to have access to tests for individuals seeking employment with 9-1-1 Communications. This process is an upfront screening test that is nationally recognized and allows the Department to see who is qualified to handle the high pace, stressful environment that comes with positions specific to 911 Communications. The County will proctor the exam which allows for an unlimited number of individuals (space dependent) to be tested at once. This tool replaces AVESTA which is a validated tool which is NOT specific to 9-1-1 communications. The exams are then sent in for the Vendor to score. Scoring will be charged at a \$25.00 minimum batch fee or \$3.00 per applicant for standard and diagnostic scoring. Annual fee for the licensing of the exams will not exceed \$5,500.00.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Ergo 1295 CertificateErgo Agreement - 911

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**Form Review****Inbox**

County Judge Exec Asst.

Emergency Communications (Originator)

Form Started By: Scott Parker

Final Approval Date: 01/26/2017

**Reviewed By**

Wendy Coco

Scott Parker

**Date**

01/26/2017 08:57 AM

01/26/2017 09:06 AM

Started On: 01/26/2017 08:41 AM

# 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.**

Ergometrics and Applied Personnel Research, Inc.  
Lynnwood, WA United States

**Certificate Number:**  
2016-129967

**Date Filed:**  
10/27/2016

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Williamson County

**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.**

NA  
Pre-Employment Testing Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	NA			

**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.



*K. Swank*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Kara Swank, this the 2<sup>nd</sup> day of November, 2016, to certify which, witness my hand and seal of office.

*Barbara L. Erickson*

Signature of officer administering oath  
residing: Lynnwood, WA

Barbara L. Erickson

Printed name of officer administering oath

Title of officer administering oath

# Test Licensing Agreement

## 1. Scope of Agreement

Ergometrics grants use of the tests to the licensee for the sole purpose of pre-employment and promotional testing. These materials may not be used for training purposes under any circumstances. Authorization to use this test is limited to the licensee's agency. You may not lease, rent, loan, transfer or administer this test to or for any other agency or entity without express written permission from Ergometrics. The test(s) meet and/or exceed all EEOC guidelines and professional standards. Ergometrics will provide general validation reports upon request. In the event of challenge, Ergometrics will provide expert testimony at its regular consulting rates. Ergometrics assumes no liability for the use or misapplication of this product.

## 2. Copyright

The test is owned by Ergometrics and protected by United States copyright laws and international treaty provisions. The Licensee is not authorized to copy any videos or DVD's. Printed materials may only be copied with express permission from Ergometrics and may only be used as designated by Ergometrics.

## 3. Security

Licensee will maintain strict security of these tests in accordance with accepted security practices and those incorporated herein. All copies of test materials and any associated confidential documents such as answer sheets are to be stored in a secured location and accounted for at all times. Authorized copying of test materials will be personally monitored by an individual responsible for test security. Test materials and any trash containing confidential material will be handled with complete security.

## 4. Implementation

Licensee certified that it is experienced in test administration and qualified to administer these materials. Ergometrics will provide the licensee general written or telephone instructions on the administration, use and scoring of this test. Ergometrics warrants that the video, audio, and printed materials are free from defects in material and workmanship.

Some DVD players will have incompatibilities with the DVD format provided. There may be some skipping, stopping or other difficulties experienced. We suggest playing all DVD's, each time, prior to playback and check for deep or excessive scratches. Check DVD's prior to test administration on the machine that will be used for testing

## 5. Test Security

Test users should always observe security precautions when dealing with tests. Your test licensing with Ergometrics requires that you conform to specific test security procedures. Basic test security precautions include preventing materials from being stolen, copied, or otherwise compromised. This can be done by establishing responsibility and following conventional test security procedures. Ergometrics maintains the right to, at any time; verify the whereabouts of testing materials maintained by the Licensee and request written documentation of the chain of responsibility outlined in the Test Security Agreement.

## 6. Security Precautions

### a. Maintain an uninterrupted chain of responsibility

Test copies, keys and any other confidential parts of tests must always be the responsibility of a clearly defined person. This person must sign for test materials and be responsible for the security of the test whereabouts at all times. Logs must be maintained that show who had responsibility for the tests during what time. This includes keeping records of who is responsible for the materials in their normal storage location and to whom they are temporarily checked out. There must be no time when the tests are not someone's responsibility and properly accounted for.

### b. Keep materials in a secure area or with the responsible person

Tests and related parts must be stored in secure areas where there is limited, recorded access. Tests must not be left unattended on a table or on someone's desk, even for a few minutes. If tests are not in use, they must be under lock and key.

### c. Protect materials from computer based theft

Any Ergometrics' materials that are maintained on computer must be kept on a *stand alone* computer that is secured from unauthorized users. The only persons authorized to access these materials are those directly involved in managing and administering the product.

### d. Obtain Certification of Compliance with Confidentiality and

#### Copyright before allowing applicants to take tests

Avoid problems by obtaining Certification of Compliance with Confidentiality and Copyright before allowing applicants to take tests.

### e. Maintain security during testing

Monitor all test sessions in progress, being alert to ways that individuals could steal, copy or in any other way compromise confidential, copyright test materials. Number test booklets or test parts that are given to applicants so that if something turns up missing you can tell whose it was. Have applicants initial for the parts that they are receiving. Check applicants in and out of the test session one at a time, making sure that all test parts are accounted for. Restrict movement of applicants in and out of the testing area when tests are in progress. If an applicant must leave for any reason, check materials back in first. Be alert for individuals who may be attempting to take notes, speak notes into a recorder or surreptitiously make recordings of tests. Cell phones are not allowed in plain sight during the test administration. They must be put away and turned off or in the event of any applicant being on-call or needing to be paged, they must be checked into the test administrator prior to the test session. Collect and destroy scratch paper. Make sure that any authorized visitors or observers are aware of all security precautions. No one, other than the official test monitor, should take notes or any other confidential materials from a testing room.

### f. Protect materials from organized attempts at compromise

Educational institutions, unions or other groups affected by testing have been known to organize attempts to reproduce product materials. Even if the reproductions are crude, they still constitute copyright violation. Many lawsuits over such matters have been brought and won by testing companies and organizations. Let local organizations know that any such acts will not be lightly tolerated. Send them copies of the Certification of Compliance with Confidentiality and Copyright. Call Ergometrics immediately if you discover organized attempts to compromise materials. We can technically analyze the severity of the violation and will not hesitate to take legal action to rectify the situation.

### g. If a test is taken

If the above procedures are observed, theft or attempted theft of test items is a very rare event. Should someone take a test or key, the following guidelines apply. Theft of a valuable item is a police matter. If you have reasonable information as to who the suspect is and that person is present, presumably with the test materials on their person call the police. Ask the person to remain in the lobby, but under no circumstances can you detain the candidate against their will. Any one of the following is a reasonable circumstance for reporting suspected theft: You or another staff member witnessed the theft. Someone else, such as another applicant, identifies the culprit (if two are accusing each other it is reasonable to detain both because both have been identified). A numbered booklet is missing that is checked out to a specific person. There are other circumstances that may reasonably point to a particular person or persons. If you have reasonable information to suspect someone, detain the person and phone the police. Be polite to suspects while you wait for authorities to arrive. For instance, offer them a cup of coffee and try to make them comfortable. Thank them for their cooperation.

### h. Never discuss specific test questions or answers

The content of test questions is confidential and copyrighted. Do not discuss specific questions or answers with anyone, including applicants or even others in the organization, except in the course of formal research and test design. Any conversations about test content must be conducted formally in conjunction with Ergometrics.

### i. Obtain Test Security Agreement from all responsible

#### individuals

Document that all employees who deal with test materials or applicants understand their responsibility in maintaining security. Maintain on file signed copies of the form entitled Test Security Agreement Individual Statement of Responsibility from all employees whose job in any way can impact test security. This includes test administrators, human resource management staff, any employees who have responsibility for the security of confidential materials in storage, etc.

### j. Obtain written consent from Ergometrics prior to subcontracting

Ergometrics' test materials are licensed for use by your organization only. Contact Ergometrics if your organization is considering subcontracting test administration or other services that involve the outside handling of Ergometrics' test materials. This has been acceptable in some cases, however, security arrangements must be formally established. Your organization will remain fully responsible for the security of materials that are handled in this manner.

## 7. Termination

a. This Agreement may be terminated in whole in the event that the Licensee or Ergometrics breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching party delivers written notice of such breach to the breaching Party. Upon termination, Ergometrics will be entitled to payment, determined on a pro rata basis for services performed or rendered and all test materials must be

returned immediately to Ergometrics once the Licensing Agreement has been terminated. At the end of the license period, Ergometrics will automatically renew the license period unless written notification has been received of intent to cancel the agreement prior to expiration and all test materials have been returned.

**b. Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof.

## **8. Events Upon License Expiration or Termination**

### **a. Annual License**

Upon any termination or expiration of this Agreement for any reason, Licensee will cease use of all testing materials and return such materials within 15 days of expiration or termination of license. If testing materials (video tapes, test originals, test booklets, etc.) are not returned within 15 days of expiration or termination, Ergometrics will invoice for another license term. Ergometrics will continue to license until such time that all testing materials under this agreement have been returned. Ergometrics will prorate license fees upon return of all Ergometrics' testing materials as of the date in which they are returned in the event the materials are returned after the license expiration. In the event that test materials are lost stolen or neglected to be returned by the licensee, Ergometrics may pursue legal actions regarding any breach of security incorporated herein and/or agreement of license term (Attachment A, to be created at time of test order).

### **b. Per Applicant License**

Upon any termination or expiration of this Agreement for any reason, Licensee will cease use of all testing materials and return such materials within 15 days of expiration or termination of license. **If testing materials** (video tapes, test originals, test booklets, etc.) are not returned within 15 days of expiration or termination, Ergometrics will invoice \$25 for every 15 days overdue. Ergometrics will continue to invoice until such time that all testing materials under this agreement have been returned. In the event that test materials are lost stolen or neglected to be returned by the licensee, Ergometrics may pursue legal actions regarding any breach of security incorporated herein and/or agreement of license term (Attachment A, to be created at time of test order).

## **9. No Waiver**

The waiver or failure of either Party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

## **10. Entirety of Agreement**

The terms and conditions set forth herein constitute the entire Agreement between the Parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both Parties.

## **Test Licensing Agreement**

This is a legal agreement between the Licensing Agency (Licensee) and Ergometrics and Applied Personnel Research, Inc. By accepting the Ergometrics test materials for use, you are agreeing to the terms of this agreement and that you have authority to enter into such an agreement on behalf of the Agency.

## **Licensee**

Principal Signer

Date

Signature

Title

Agency Name

Physical Address

City

State

Zip

Telephone

E-Mail

## **11. Headings in this Agreement**

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

## **12. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

## **13. No Waiver of Sovereign Immunity or Powers**

Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

## **14. Texas Prompt Payment Act Compliance**

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 licensee 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 licensee 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 licensee'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.

## **15. Good Faith**

Ergometrics agrees to act in good faith in the performance of this agreement.

## **16. Venue and Governing Law**

Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

## **17. Right to Audit**

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

## Authorized Contacts

Please list in addition to the Principal Signer anyone who is authorized to receive materials, scores or discuss scores with Ergometrics.

Authorized Contact \_\_\_\_\_

Title \_\_\_\_\_

Telephone \_\_\_\_\_

E-Mail \_\_\_\_\_

Authorized Contact \_\_\_\_\_

Title \_\_\_\_\_

Telephone \_\_\_\_\_

E-Mail \_\_\_\_\_



Return to:  
Ergometrics &  
Applied Personnel Research, Inc.  
18720 33<sup>rd</sup> Avenue West  
Lynnwood, WA 98037  
FAX: 425-774-0829  
Or email to:  
[chantelle@ergometrics.org](mailto:chantelle@ergometrics.org)

*Failure to return the signed licensing agreement,  
will delay the processing of your order.*

### For Office use only:

Product: \_\_\_\_\_

License Type: \_\_\_\_\_

Highrise: \_\_\_\_\_

Exam HQ: \_\_\_\_\_

Notes: \_\_\_\_\_

Kara Swank

*K Swank*

Client Services Lead

11/2/16

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**Williamson County Emergency Communications  
Licensing Agreement  
Attachment A**

**Pricing**

ECOMM National Annual License:  
Annual

\$5,500

Scoring will be charged at a \$25 minimum batch fee or \$3.00 per applicant for standard and diagnostic scoring. Licensee will be responsible for all associated freight expenses.

**Term of Agreement**

The service agreement will begin and end on the following dates:

Start Date	End Date
02.01.17	02.01.18

Upon any termination or expiration of this Agreement for any reason, Licensee will cease use of all testing materials and return such materials within 15 days of expiration or termination of license. If all testing materials (video tapes, test originals, test booklets, etc) are not returned within 15 days of expiration or termination, Ergometrics will invoice for another license term. Ergometrics will prorate license fees upon return of all Ergometrics' testing materials if materials are returned after the license expiration. In the event that test materials are lost, stolen or neglected to be returned by the licensee, Ergometrics reserves the right to pursue legal actions regarding any breach of security and/or agreement of license term.



**Commissioners Court - Regular Session****46.****Meeting Date:** 01/31/2017

WCEMS Donation

**Submitted For:** Michael Knipstein**Submitted By:** Theresia Carter, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

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

**Background**

This is a \$60.78 anonymous donation to EMS.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.367401	EMS Donations	\$60.78

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Theresia Carter

Final Approval Date: 01/26/2017

**Reviewed By**

Wendy Coco

**Date**

01/26/2017 09:56 AM

Started On: 01/26/2017 09:13 AM

**Commissioners Court - Regular Session****47.****Meeting Date:** 01/31/2017

WCEMS Donation Received

**Submitted For:** Michael Knipstein**Submitted By:** Theresia Carter, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

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

**Background**

Place anonymous donation of \$60.78 into the EMS line item 003670.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0540.003670	Use of Donations	\$60.78

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Theresia Carter

Final Approval Date: 01/26/2017

**Reviewed By**

Wendy Coco

**Date**

01/26/2017 09:56 AM

Started On: 01/26/2017 09:18 AM

**Commissioners Court - Regular Session****48.****Meeting Date:** 01/31/2017

Economic Development

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

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**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.

**Background**

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Charlie Crossfield (Originator)

Form Started By: Charlie Crossfield

Final Approval Date: 01/26/2017

**Reviewed By**

Wendy Coco

Charlie Crossfield

**Date**

01/26/2017 09:56 AM

01/26/2017 10:08 AM

Started On: 01/26/2017 09:51 AM

**Commissioners Court - Regular Session****49.****Meeting Date:** 01/31/2017

Executive Session

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

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**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 the acquisition of real property for right-of-way for Mays St. Extension
- b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
- c) Discuss the acquisition of real property for CR 176 at RM 2243
- d) Discuss the acquisition of real property with endangered species for mitigation purposes.
- e) Discuss the acquisition of real property: CR 101
- f) Discuss the acquisition of real property: CR 111
- g) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
- h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
- i) Discuss the acquisition of real property for County Facilities.
- j) Discuss the acquisition of real property on CR 305.
- k) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
- l) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.
- m) Discuss the acquisition of a drainage easement for CR 108.
- n) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
- o) Discuss the acquisition of real property for CR 258.
- p) Discuss the acquisition of real property for Lakeline Blvd.
- q) Discuss the acquisition of real property for US 183.

**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 possible sale of 183 A excess right of way
- c) Discuss proposed sale of real estate of Blue Springs Blvd
- d) Discuss transfer of right of way for Westinghouse Rd. to the City of Georgetown.
- e) Discuss wastewater easements in Berry Springs Park
- f) Discuss Development Agreement with Ashby Capital Investments, LLC

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

**Background**

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Charlie Crossfield (Originator)

Form Started By: Charlie Crossfield

Final Approval Date: 01/26/2017

**Reviewed By**

Wendy Coco

Charlie Crossfield

**Date**

01/26/2017 09:56 AM

01/26/2017 10:08 AM

Started On: 01/26/2017 09:49 AM