

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
MARCH 28TH, 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 – 18)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$2,025.65
To	0100-0409-004987	Non Dept/Disaster Relief	\$2,025.65

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004212	Postage	\$3,000.00
To	0100.0560.004968	Care of Animals	\$3,000.00

7. Discuss, consider and take appropriate action on a line transfer for Road and Bridge Division.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-03109	Concrete/Survey Supp & Equip	\$26,000.00
To	0200-0210-03552	Concrete	\$26,000.00

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

9. Discuss, consider and take any appropriate action regarding approval or ratification of monthly Treasurer's Report on Williamson County Finances for February 2017 pursuant to Texas Local Government Code §114.026.

10. Discuss, consider and take appropriate action to appoint Sherry Golden as Assistant Veteran Service Officer for Williamson County Veteran Services.

11. Discuss, consider and take any appropriate action regarding acceptance of the 2016 Racial Profiling Report pursuant to Texas Code of Criminal Procedure Article 2.131 - 2.138 from Precinct 4 Constable's Office.

12. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (6) File cabinets, (1) Table, (1) Chair, (1) Laptop Stand, (1) Docking station, (3) Dell power cords, (4) Cartridges, (1) Postage machine, (1) Desk, (2) Metal drawers for cubicle, (1) Large cabinet, (1) 2002 Gray Gradall XL3100 Crane (see attached list) pursuant to Tx. Local Gov't code 263.152.

13. Discuss, consider and take appropriate action on authorizing the retirement from the county inventory of assets not found including, (3) Motorola Radio's, (1) Mobile Radio, (1) Digital Camera, (4) Traffic Director's, (2) Dell Monitors, (1) Mobile Vision Video, (1) Mobile Vision in Car Camera Video System, (1) Tracking system, (3) Laptops, (1) Desktop, (3) Wearable cameras, (1) Point Blank Armor Vision, (15) Body Armor's, (5) Equipment Radio's, (7) Equipment's for Vehicle's, (2) Other Peripherals equipment, (4) Computer Equipment, (3) Law Enforcement Equipment (see attached lists) per the recommendation of the County Auditor's Office.

14. Discuss, consider and take any appropriate action regarding approval and receipt of the MOU and Standard Agreement with Williamson County Municipal Utility District No. 12 regarding off-duty contracting of County Sheriff Deputies.

15. Discuss, consider and take any appropriate action regarding approval and receipt of Standard Agreements regarding off-duty contracting of County Sheriff Deputies with:
 - a. Williamson-Travis Counties Municipal Utility District #1
 - b. The Rosedale Foundation (Eastern WILCO Bike Ride)

16. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #1 in the amount of \$3,659.00 for safety fencing around geological features that required excavating, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code.

17. Discuss, consider and take appropriate action on approval of the final plat for the Cavender Subdivision - Pct 3.

- 18. Discuss, consider and take appropriate action on approval of the final plat for the Holl at Cole Drive Subdivision - Pct 2.

REGULAR AGENDA

- 19. Discuss and take appropriate action to recognize County Veteran Service Officer, Donna Harrell, and Assistant County Veteran Service Officers Valerie Zimmerman and Jayson Swetnam for their accomplishment in completion of training and passing the testing for National Accreditation by the National Association of County Veteran Service Officers in January of 2017.
- 20. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
- 21. Discuss, consider and take appropriate action on Change Order No. 2, to the Agreement between Williamson County and J. T. Vaughn Construction, LLC, in the amount of \$114,186.00 for Jacking and Boring for Roadway Sleeve in relation to the Williamson County North Campus Project.
- 22. Discuss, consider and take appropriate action on a real estate contract with Julie Li for right of way needed on CR 278 @ Bagdad Rd. (Parcel 1)
- 23. 10:00 Conduct public hearing relating to a request from the District Attorney's Office to increase the budgeted salary amount for the position of Intake Division Chief, Position #1789 , in the District Attorney's Office and discuss (1) the reason for the payment in excess of the budgeted amount is being offered to the employee, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.
- 24. Discuss, consider and take appropriate action on a request by the District Attorney's Office to increase the budgeted salary amount for the position of Intake Division Chief, position # 1789, in the District Attorney's Office from the budgeted annual salary amount of \$93,505.10 to the increased salary amount of \$100,831.12.
- 25. Discuss, consider and take appropriate action on a line item transfer for the District Attorney.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-001101	DA/PT Salary	\$10,073.70
To	0100-0440-001100	DA/FT Salary	\$10,073.70

- 26. Discuss, consider and take appropriate action on a line item transfer for the District Attorney.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-001105	DA/LE Salary	\$17,173.03
To	0100-0440-001100	DA/FT Salary	\$17,173.03

- 27. Discuss, consider and take appropriate action on a line item transfer for the District Attorney.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-001105	DA/LE Salary	\$4,601.42
From	0100-0440-003003	DA/Radio Equip < \$5K	\$3,415.36
From	0100-0440-005758	DA/Law Books > \$5K	\$5,000.00
From	0100-0440-004236	DA/Extradition Exp	\$4,889.00
From	0100-0440-003011	DA/Computer Software	\$3,941.67
To	0100-0440-001110	DA/Overtime	\$4,601.42
To	0100-0440-001110	DA/Overtime	\$14,250.56
To	0100-0440-002010	DA/FICA	\$1,090.17
To	0100-0440-002020	DA/Retirement	\$1,905.30

28. Discuss, consider and take appropriate action on a line item transfer for the District Attorney.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-003005	DA/Office Furniture	\$4,500.00
From	0100-0440-003030	DA/Law Books < \$5K	\$1,500.00
From	0100-0440-003004	DA/Ammunition	\$1,000.00
From	0100-0440-003003	DA/Radio Equip < \$5K	\$ 184.80
To	0100-0440-001107	DA/Temp-Seasonal	\$6,674.22
To	0100-0440-002010	DA/FICA	\$184.80

29. Discuss, consider and take appropriate action on changes to the unallocated funds policies and procedures.
30. Discuss, consider and take appropriate action on approving the Joint Resolutions of the Inter-Jurisdictional Emergency Management Program whereby Williamson County and the Cities of Coupland, Florence, Granger, Hutto, Liberty Hill, Thrall, and Weir resolve to establish the Williamson County Inter-Jurisdictional Emergency Management Program and appoint the Director and Deputy Director of the Williamson County Office of Emergency Management as the Emergency Management Coordinators who shall act for and at the direction of the Mayors for each City.
31. Discuss, consider, and take appropriate action on awarding RFP# 1612-131, Payroll Services for referred and existing Temporary Labor for the Williamson County Elections Administration to the highest scoring proposer, Elite Personnel Consultants/Evins Temporaries.
32. Discuss, consider and take appropriate action on approving the new Agreement for a sixty (60) month lease, with Pitney Bowes, for a DM125 Postage Machine for the Williamson County Precinct 2 Office, at \$56.12/month.
33. Discuss, consider, and take appropriate action on approving the purchase of Crisis Track Disaster Management from Geoplant, LLC in the amount of \$8,700.00 to support the operations of the Williamson County Office of Emergency Management and authorize the County Judge to sign attached license and service agreement.

34. Discuss, consider and take any appropriate action regarding approval of long-form agreement with Election Systems & Software, LLC for hardware maintenance and iVotronic software license and maintenance to support operations of Williamson County Elections Department (note: sole source purchase granted by minute order of Commissioners Court on September 6, 2016 under agenda item #61).

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)."

35. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
- a) Business prospect(s) that may locate or expand within Williamson County.
 - b) Discuss Pearson Road District.
 - c) Discuss North Woods Road District.
 - d) Project Columbus Balbo
 - e) Mega Site
36. 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.
 - r) Discuss the acquisition of real property for Hairy Man Rd.
 - s) Discuss the acquisition of real property for SW Bypass.
 - t) Discuss the acquisition of real property for Crossroad Acres.
- 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
- g) Discuss sale of County property on Ronald Reagan Blvd.
- h) Discuss abandonment of County property on CR 123.

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

37. 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 419th 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.
- aa) Civil Action No. Case 1:17-cv-00068; Dennis Farmer & Linda Schlueter v. Williamson County and Deputy Damon Grant; In The United States District Court for the Western District of Texas, Austin Division

38. 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).
39. Discuss the deployment or specific occasions for implementation of security personnel or devices in relation to the Williamson County Justice Center (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

40. Discuss and take appropriate action concerning economic development.
41. Discuss and take appropriate action concerning real estate.
42. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
 - a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Civil Action No. 1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
 - d) Employee/personnel related matters
 - e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - f) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
 - g) County Road 241 utility and Right-of-Way Issues and matters;
 - h) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
 - i) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
 - j) Discuss, consider and take appropriate action regarding possible appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and approval of payment of disputed employment taxes pending appeal
 - k) Potential claims and litigation against Volkswagen and Audi related to Volkswagen and Audi emission control systems on diesel engine vehicles in the period 2009 – 2015
 - l) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
 - m) Claims of Texas Association for Children and Families
 - n) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - o) Action regarding legislative changes to firearms laws, to include but not be limited to the adoption and implementation of regulations and policies relating to the possession of firearms on and within Williamson County property and facilities.
 - p) 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.

z) Civil Action No. Case 1:17-cv-00068; Dennis Farmer & Linda Schlueter v. Williamson County and Deputy Damon Grant; In The United States District Court for the Western District of Texas, Austin Division

43. 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.
44. Comments from Commissioners.

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 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: 03/28/2017

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

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

Background

On January 2nd, 2017, Road and Bridge responded to a hay fire off CR 427. The cost of this was \$2,025.65. Because the Road and Bridge fund may only pay for road maintenance, the fund must be reimbursed by the General Fund. This transfer will put the money in the appropriate line item for payment.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$2,025.65
To	0100-0409-004987	Non Dept/Disaster Relief	\$2,025.65

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 03/23/2017

Reviewed By

Wendy Coco

Date

03/23/2017 09:38 AM

Started On: 03/23/2017 08:31 AM

Commissioners Court - Regular Session

6.

Meeting Date: 03/28/2017

Line Item transfer

Submitted For: Robert Chody

Submitted By: Roy Fikac, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is to provide funding for care of animals.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004212	Postage	\$3,000.00
To	0100.0560.004968	Care of Animals	\$3,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Roy Fikac

Final Approval Date: 03/22/2017

Reviewed By

Rebecca Clemons

Ashlie Koenig

Date

03/14/2017 02:07 PM

03/22/2017 10:56 AM

Started On: 03/10/2017 06:24 PM

Commissioners Court - Regular Session

7.

Meeting Date: 03/28/2017

Discuss consider and take appropriate action on a line transfer for Road and Bridge Division

Submitted For: Terron Evertson

Submitted By: Daribel Texidor, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line transfer for Road and Bridge Division.

Background

This transfer is necessary to continue providing materials needed for flowable backfill for roadway reconstruction and maintenance.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-03109	Concrete/Survey Supp & Equip	\$26,000.00
To	0200-0210-03552	Concrete	\$26,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Daribel Texidor

Final Approval Date: 03/22/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

03/22/2017 07:58 AM

03/22/2017 10:56 AM

Started On: 03/21/2017 04:35 PM

Commissioners Court - Regular Session

8.

Meeting Date: 03/28/2017

Compensation Items

Submitted For: Tara Raymore

Submitted By: Kristy Sutton, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Comp Item

Form Review

Inbox

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kristy Sutton

Final Approval Date: 03/23/2017

Reviewed By

Tara Raymore

Wendy Coco

Date

03/23/2017 11:27 AM

03/23/2017 11:30 AM

Started On: 03/23/2017 10:55 AM

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Available Funds	Earliest Oracle Effective Date
County Clerk	0650	13663	\$31,366.71	\$31,837.21	\$470.50	1.50%	Merit	Unallocated	3/24/2017
Juvenile Services	1740	13549	\$34,112.00	\$35,476.48	\$1,364.48	4.00%	Merit	Unallocated	4/7/2017
Building Maintenance	0241	14094	\$31,521.24	\$33,096.24	\$1,575.00	5.00%	Merit	Unallocated	4/7/2017
Sheriff's Office	1404	Vacant	\$75,896.66	N/A	N/A	N/A	Title change from Sergeant Patrol to Sergeant	N/A	3/24/2017
Sheriff's Office	1325	Vacant	\$66,222.47	\$82,152.98	\$15,930.51	24.06%	Title, grade change from Detective SO L2.10 to Sergeant L3.17 to accommodate tenure	Unallocated	3/31/2017

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session

9.

Meeting Date: 03/28/2017

Monthly Treasurer Report

Submitted For: David Heselmeyer

Submitted By: David Heselmeyer, County Treasurer

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action regarding approval or ratification of monthly Treasurer's Report on Williamson County Finances for February 2017 pursuant to Texas Local Government Code §114.026.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

TR Report 2-17

Form Review

Inbox

County Judge Exec Asst.

Form Started By: David Heselmeyer

Final Approval Date: 03/21/2017

Reviewed By

Wendy Coco

Date

03/21/2017 12:06 PM

Started On: 03/16/2017 11:17 AM

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES
IN THE HANDS OF D. SCOTT HESELMAYER
TREASURER OF WILLIAMSON COUNTY, TEXAS

COMMISSIONERS' COURT
WILLIAMSON COUNTY, TEXAS
IN REGULAR SESSION
MARCH TERM 2017

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the _____ day of _____, 2017, at the Regular term of Court, we compared and examined the monthly report of JERRI L. JONES, Treasurer of Williamson County, Texas, for **February 2017**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$542,324,624.77.

Dan A. Gattis, County Judge

Terry Cook, Commissioner Pct. 1

Cynthia Long, Commissioner Pct. 2

Valerie Covey, Commissioner Pct. 3

Larry Madsen, Commissioner Pct. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the _____ day _____, A.D., 2017.

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

By: Deputy

AGENDA DATE _____ AGENDA NUMBER _____

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements - Summary
Current Period: FEB-17

Date: 17-MAR-17 13:06:44

Page: 1

Currency: USD
Entity=01 (Williamson County)

	Beginning Balance	Receipts	Disbursements	Ending Balance
<hr/>				
General Operating				
Cash	(3,413,641.64)	231,004,015.16	226,756,278.27	834,095.25
Investments - TexPool	125,155,710.35	33,074,978.41	83,099,462.13	75,131,226.63
Investments	317,821,454.14	30,928,733.11	23,267,650.60	325,482,536.65
Investments - Logic	145,643,940.17	24,806,457.14	37,292,028.53	133,158,368.78
	<hr/>			
Total General Operating	585,207,463.02	319,814,183.82	370,415,419.53	534,606,227.31
Payroll Fund				
Cash	6,137,586.28	11,630,557.99	11,879,638.19	5,888,506.08
	<hr/>			
Total Payroll Fund	6,137,586.28	11,630,557.99	11,879,638.19	5,888,506.08
SO Commissary Fund				
Cash	1,322,516.78			1,322,516.78
Investments - Texpool	507,374.60			507,374.60
	<hr/>			
Total SO Commissary Fund	1,829,891.38			1,829,891.38
Grand Total	593,174,940.68	331,444,741.81	382,295,057.72	542,324,624.77
	<hr/>			

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: FEB-17

Date: 17-MAR-17 13:06:44

Page: 1

Currency: USD
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000 0100 GENERAL FUND	(21,335,123.64)	104,150,682.06	96,815,100.73	(13,999,542.31)
101000 0200 ROAD & BRIDGE GENERAL FUND	5,001,972.57	6,358,743.37	6,074,490.28	5,286,225.66
101000 0205 RD & BRIDGE SPECIAL PROJECTS	(11,875.68)	1,500.00	750.00	(11,125.68)
101000 0231 CAMPO PERSONNEL FUND	(405,417.44)		93,273.50	(498,690.94)
101000 0250 PASS THRU FUNDING PROGRAM	52,899.19			52,899.19
101000 0310 WM-FUTURE ENVIRONMENTAL LIAB	535,764.41			535,764.41
101000 0311 WM-MASTER SITE DEVELOPMENT	829,954.65		144,598.39	685,356.26
101000 0312 WM-COMMUNITY REC FACILITY	495,115.62			495,115.62
101000 0313 WM-CITY OF HUTTO & HUTTO ISD	438,189.96	144,618.39	10.00	582,798.35
101000 0340 TOBACCO FUND	69,904.36			69,904.36
101000 0350 LAW LIBRARY FUND	34,250.62	34,729.44	37,028.25	31,951.81
101000 0353 JP #3 TEEN COURT PROGRAM	1,232.39	296.39	592.78	936.00
101000 0355 COURT REPORTER SERVICE FUND	88,768.98	16,724.74	12,681.71	92,812.01
101000 0360 COURTHOUSE SECURITY FUND	96,344.27	31,160.19	26,088.07	101,416.39
101000 0361 JP SECURITY FUND	129,906.74	2,162.45	1,081.13	130,988.06
101000 0364 PRETRIAL PREVENTION PROGRAMS	16,560.00	34,080.00	15,600.00	35,040.00
101000 0365 CHILD SAFETY FUND	(179,891.38)	108,252.56	57,079.54	(128,718.36)
101000 0366 CHILD ABUSE PREVENTION FUND	237.63	26.14	13.07	250.70
101000 0367 JP #3 TRUANCY PROGRAM FD	104,485.23	6,315.10	7,688.45	103,111.88
101000 0368 JP #2 TRUANCY PROGRAM FD	70,592.85	1,035.92	517.48	71,111.29
101000 0369 JP #4 TRUANCY PROGRAM FD	87,030.05	3,479.60	1,739.80	88,769.85
101000 0370 ALTERNATE DISPUTE RESOLUTION FUND	78,220.51	3,265.74	1,632.87	79,853.38
101000 0371 JUV DELIQU PREV FD-GRAFFITI	8,169.67			8,169.67
101000 0372 JUSTICE COURT TECHNOLOGY FUND	(3,227.84)	11,836.27	13,601.05	(4,992.62)
101000 0373 JP #1 TRUANCY PROGRAM FD	26,836.08	799.92	399.96	27,236.04
101000 0374 CTY & DIST CT TECHNOLOGY FUND	76,093.67	1,749.64	874.82	76,968.49
101000 0375 ELECTION SRVS CONTRACT FD	(108,433.17)	186,324.78	103,483.11	(25,591.50)
101000 0376 SURPLUS ELECTIONS CONTRACT FUND	292,336.75		65.79	292,270.96
101000 0377 ELECTION CHAPTER 19 FUND		2,970.00	2,970.00	
101000 0378 ELECTION HAVA - TITLE II	553,430.33		1,153.93	552,276.40
101000 0380 PROBATE COURT FUND	49,102.93	1,020.02	510.01	49,612.94
101000 0381 GUARDIANSHIP FUND	110,340.69	4,120.10	7,760.05	106,700.74
101000 0382 SPECIALITY COURTS FUND	119,962.11	836.58	693.56	120,105.13
101000 0384 RCDS ARCHIVE FUND - CO CLERK	274,548.13	79,930.00	100,842.26	253,635.87
101000 0385 RCDS MGMT/PRSRV FD-CO CLRK	357,406.20	169,498.94	123,763.77	403,141.37
101000 0386 RCDS MGMT/PRSRV FD-DIST CLRK	190,539.94	4,372.18	2,725.05	192,187.07
101000 0387 RCDS TECHNOLOGY FUND-DIST CLK	275,048.40	8,278.58	4,139.29	279,187.69
101000 0388 COURT RCDS PRESERVATION FUND	493,778.72	12,485.78	6,242.89	500,021.61
101000 0390 RCDS MGMT/PRSRV FD-CO WIDE	121,932.79	16,879.96	9,251.68	129,561.07
101000 0399 STATE AGENCY FUND	256,757.82	488,297.65	244,277.29	500,778.18
101000 0406 CO ATTY HOT CHECK FUND	14,082.73	2,543.86	1,334.43	15,292.16
101000 0407 D/A WELFARE FRAUD FUND	1,338.50			1,338.50
101000 0408 D/A ASSET FORFEITURES	110,071.82	4,805.72	3,922.97	110,954.57
101000 0410 CO SHRF ASSET FORFEITURES	430,830.88	5,200.84	4,418.79	431,612.93
101000 0490 EMPLOYEE FUND	60,854.17	656.96	521.28	60,989.85
101000 0503 OUT OF ST/ICE INMATE BILL FD		7,939,183.31	6,369,705.52	1,569,477.79
101000 0507 WC RADIO COMMUNICATION SYSTEM	248,261.23	170,899.58	184,986.28	234,174.53
101000 0508 WMSN CO CONSERVATION FUND	2,056,973.83	74,650.65	1,565,296.36	566,328.12

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: FEB-17

Date: 17-MAR-17 13:06:44

Page: 2

Currency: USD
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000 0515 APPELLATE JUDICIAL SYS FD	3,266.33	5,752.90	6,142.78	2,876.45
101000 0545 REGIONAL ANIMAL SHELTER	151,736.56	194,417.87	159,539.74	186,614.69
101000 0546 REG ANIMAL SHELTER DONATION FUND	480,645.32	36,924.97	32,143.06	485,427.23
101000 0571 JJAEP TIER II FUNDING	382,445.25	11,442.48	29,104.77	364,782.96
101000 0600 DEBT SERVICE-COUNTY WIDE	5,300,634.07	88,276,089.67	93,433,050.37	143,673.37
101000 0636 WC HISTORICAL COMMISSON PROGRAM FUND	6,937.72		5.00	6,932.72
101000 0777 CAPITAL PROJECTS FUND	(819,402.16)	16,512,364.01	16,201,544.95	(508,583.10)
101000 0831 831 CAMPO OPERATING	179,871.42	48,173.30	216,679.44	11,365.28
101000 0852 AVERY RANCH FUND	28,208.49	363,650.63	390,160.34	1,698.78
101000 0853 PEARSON PLACE RD DIST OPERATING FUND	700.16		700.16	
101000 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND	34,783.57	94,410.10	129,193.67	
101000 0875 SO COMMISSARY FUND	1,322,516.78			1,322,516.78
101000 0880 PAYROLL FUND	6,137,586.28	11,630,557.99	11,879,638.19	5,888,506.08
101000 0882 FLEET MAINTENANCE	847,405.82	286,900.50	322,144.24	812,162.08
101000 0885 WSMN CO BENEFITS FUND	(495,512.82)	2,157,029.64	1,962,334.89	(300,818.07)
101000 0999 INDIRECT PROJECTS/GRANTS FD	(1,731,519.64)	2,932,445.68	1,830,628.67	(629,702.63)
Total Cash	4,046,461.42	242,634,573.15	238,635,916.46	8,045,118.11
151000 0100 GENERAL FUND	2,279.11	168.26	1,742.67	704.70
151000 0200 ROAD & BRIDGE GENERAL FUND	24,632.00	10.62		24,642.62
151000 0340 TOBACCO FUND	8,468.61	3.64		8,472.25
151000 0350 LAW LIBRARY FUND	302,733.70	129.83		302,863.53
151000 0355 COURT REPORTER SERVICE FUND	1,092,707.85	468.63		1,093,176.48
151000 0360 COURTHOUSE SECURITY FUND	128,364.70	55.01		128,419.71
151000 0365 CHILD SAFETY FUND	366,111.38	156.95	167.38	366,100.95
151000 0370 ALTERNATE DISPUTE RESOLUTION FUND	221,250.09	94.85		221,344.94
151000 0372 JUSTICE COURT TECHNOLOGY FUND	464,555.31	199.24		464,754.55
151000 0384 RCDS ARCHIVE FUND - CO CLERK	1,916,730.70	822.01		1,917,552.71
151000 0385 RCDS MGMT/PRSRV FD-CO CLRK	1,887,304.64	809.34		1,888,113.98
151000 0390 RCDS MGMT/PRSRV FD-CO WIDE	426,424.52	182.86		426,607.38
151000 0408 D/A ASSET FORFEITURES	123,530.31	52.95		123,583.26
151000 0410 CO SHRF ASSET FORFEITURES	356,436.10	152.86		356,588.96
151000 0508 WSMN CO CONSERVATION FUND	1,242,061.06	532.66		1,242,593.72
151000 0600 DEBT SERVICE-COUNTY WIDE	517,091.89	221.72		517,313.61
151000 0875 SO COMMISSARY FUND	507,374.60			507,374.60
151100 0100 GENERAL FUND	16,488,755.99	16,227,369.00	16,789,550.32	15,926,574.67
151100 0200 ROAD & BRIDGE GENERAL FUND	11,469,221.28	8,202.11		11,477,423.39
151100 0310 WM-FUTURE ENVIRONMENTAL LIAB	972,820.59	695.69		973,516.28
151100 0340 TOBACCO FUND	1,241,060.45	887.53		1,241,947.98
151100 0600 DEBT SERVICE-COUNTY WIDE	73,725,637.26	16,683,532.66	65,192,884.87	25,216,285.05
151100 0852 AVERY RANCH FUND	1,490,486.46	142,836.02	136,642.67	1,496,679.81
151100 0885 WSMN CO BENEFITS FUND	3,205,310.64	2,292.31		3,207,602.95
151160 0777 CAPITAL PROJECTS FUND	221,614.99	158.45		221,773.44
151161 0777 CAPITAL PROJECTS FUND	409,497.13	292.83		409,789.96
151162 0777 CAPITAL PROJECTS FUND	6,850,623.59	4,650.38	978,474.22	5,876,799.75

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: FEB-17

Date: 17-MAR-17 13:06:44

Page: 3

Currency: USD
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
<hr/>				
Total TexPool/TexPool Prime	125,663,084.95	33,074,978.41	83,099,462.13	75,638,601.23
<hr/>				
152000 0100 GENERAL FUND	93,364,148.70	20,321,514.95	11,240,760.00	102,444,903.65
152000 0200 ROAD & BRIDGE GENERAL FUND	15,951,818.19	11,097.74		15,962,915.93
152000 0250 PASS THRU FUNDING PROGRAM	24,026,125.83		1,890.60	24,024,235.23
152000 0340 TOBACCO FUND	1,993,528.88	1,617.78		1,995,146.66
152000 0508 WMSN CO CONSERVATION FUND		1,490,340.39		1,490,340.39
152180 0777 CAPITAL PROJECTS FUND	132,574,375.75	9,074,044.33	9,000,000.00	132,648,420.08
152181 0777 CAPITAL PROJECTS FUND	14,920,661.10	13,961.10		14,934,622.20
152182 0777 CAPITAL PROJECTS FUND	34,990,795.69	16,156.82	3,025,000.00	31,981,952.51
<hr/>				
Total Investments	317,821,454.14	30,928,733.11	23,267,650.60	325,482,536.65
<hr/>				
153500 0100 GENERAL FUND	77,960,698.11	21,663,300.65	34,487,129.73	65,136,869.03
153500 0250 PASS THRU FUNDING PROGRAM	10,724,376.36	7,993.48		10,732,369.84
153500 0853 PEARSON PLACE RD DIST OPERATING FUND	701,190.06	522.64		701,712.70
153500 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND	396,657.94	47,090.51	70,384.44	373,364.01
153780 0777 CAPITAL PROJECTS FUND	18,357,583.98	12,821.60	2,265,854.68	16,104,550.90
153781 0777 CAPITAL PROJECTS FUND	13,265,023.26	9,719.53	313,555.19	12,961,187.60
153782 0777 CAPITAL PROJECTS FUND	24,238,410.46	3,065,008.73	155,104.49	27,148,314.70
<hr/>				
Total Logic	145,643,940.17	24,806,457.14	37,292,028.53	133,158,368.78
<hr/>				
Grand Total	593,174,940.68	331,444,741.81	382,295,057.72	542,324,624.77
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Commissioners Court - Regular Session

10.

Meeting Date: 03/28/2017

To Discuss and consider Appointment of Sherry Golden as Assistant Veteran Service Officer

Submitted For: Donna Harrell

Submitted By: Donna Harrell, Veteran Services

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to appoint Sherry Golden as Assistant Veteran Service Officer for Williamson County Veteran Services.

Background

A vacancy was created for Assistant Veteran Service Officer with the resignation of Will Molidor, former Assistant Service Officer on 3/9/2017. Mrs. Golden, who meets all the criteria as established by the Texas Government Code Section 434.02, requested an opportunity for promotion from her current position as Administrative Assistant. She is the spouse of a 100% disabled Navy Veteran. Sherry has been cross-trained for this position and attended Initial Training by the Texas Veterans Commission last fall. The Texas Veterans Commission will accept this training for Certification purposes. This will allow for minimal downtime for client services.

I respectfully request that this appointment be made by the Commissioner's Court.

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: Donna Harrell

Final Approval Date: 03/22/2017

Reviewed By

Wendy Coco

Date

03/22/2017 10:40 AM

Started On: 03/22/2017 10:15 AM

Commissioners Court - Regular Session

11.

Meeting Date: 03/28/2017

Report

Submitted By: Brian Olson, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action regarding acceptance of the 2016 Racial Profiling Report pursuant to Texas Code of Criminal Procedure Article 2.131 - 2.138 from Precinct 4 Constable's Office.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

PCT 4 Report

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Brian Olson

Final Approval Date: 03/21/2017

Reviewed By

Wendy Coco

Date

03/21/2017 12:06 PM

Started On: 03/20/2017 04:06 PM

OFFICE OF CONSTABLE MARTIN D. RUBLE

Justice Precinct Four
County of Williamson
State of Texas



412 Vance Street #3
Taylor, Texas 76574
Office (512) 352-4181

March 17, 2017

To: Williamson County Commissioner's Court
From: Marty Ruble, Constable Precinct 4

Re: Racial Profiling Report

In compliance with Texas Code of Criminal Procedure Article 2.131 – 2.138, the attached 2016 racial profiling report is being submitted to the Williamson County Commissioner's Court who is the governing body for the Precinct 4 Constable's Office.

The data collected in the racial profiling report is required documentation as a result of all contacts with the public either through traffic or pedestrian stops that were detained by probable cause or reasonable suspicion for an alleged offense.

A total of 47 detentions occurred and reflect the following demographic percentages:

- 04.25% African
- 06.28% Asian
- 68.10% Caucasian
- 21.27% Hispanic
- 00.00% Middle Eastern
- 00.00% Native American

It is my determination that after a comprehensive examination of this report, no deputy employed by this agency has engaged in racial profiling.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "M. Ruble".

Marty Ruble
Constable Precinct 4

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 4

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

1. 43 Citation Only
2. 4 Arrest Only
3. 0 Both

4. 47 (Total of 1-3)

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

5. 2 African
6. 3 Asian
7. 32 Caucasian
8. 10 Hispanic
9. 0 Middle Eastern
10. 0 Native American

11. 47 (Total of 5-10, must be the same as #4)

Race or Ethnicity known prior to stop?

12. 2 Yes
13. 45 No

14. 47 (Total of 12-13, must be the same as #4 and #11)

Search Conducted?

15. 0 Yes
16. 47 No

17. 47 (Total of 15-16, must be the same as #4, #11, and #14 above)

Was search consented?

18. 0 Yes
19. 0 No

20. 0 (Total, must equal #15)

Racial Profiling Report | Tier one

Agency Name:	Williamson County Constable 4
Reporting Date:	03/15/2017
TCOLE Agency Number:	491104
Chief Administrator:	Marty Ruble
Agency Contact Information:	
Phone:	512-352-4181
Email:	N/A
Mailing Address:	412 Vance Street #3 Taylor Texas 76574

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 County Constable 4 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 County Constable 4 from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the Williamson County Constable 4 if the individual believes that a peace officer employed by the Williamson County Constable 4 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 County Constable 4 who, after an investigation, is shown to have engaged in racial profiling in violation of the Williamson County Constable 4'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: Marty Ruble

Chief Administrator

Williamson County Constable 4

Date: 03/15/2017

Williamson County Constable 4 Motor Vehicle Racial Profiling Information

Total stops: 47

Number of motor vehicle stops

Citation only: 43

Arrest only: 4

Both: 0

Race or ethnicity

African: 2

Asian: 3

Caucasian: 32

Hispanic: 10

Middle eastern: 0

Native american: 0

Was race known ethnicity known prior to stop?

Yes: 2

No: 45

Was a search conducted

Yes: 0

No: 47

Was search consented?

Yes: 0

No: 0

Submitted electronically to the



The Texas Commission on Law Enforcement

Commissioners Court - Regular Session

12.

Meeting Date: 03/28/2017

Asset Auction 3/28/2017

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (6) File cabinets, (1) Table, (1) Chair, (1) Laptop Stand, (1) Docking station, (3) Dell power cords, (4) Cartridges, (1) Postage machine, (1) Desk, (2) Metal drawers for cubicle, (1) Large cabinet, (1) 2002 Gray Gradall XL3100 Crane (see attached list) pursuant to Tx. Local Gov't code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Auction 1](#)

[Auction 2](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 03/22/2017

Reviewed By

Wendy Coco

Date

03/22/2017 07:58 AM

Started On: 03/21/2017 02:12 PM

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
	see attached			
2	file cabinets	No Tags	-	Used/Good

Parties involved: MAR 14 2017

FROM (Transferor Department): Law Enforcement (560)

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

Tim Ryle Peggy Braun

Print Name Print Name

Tim Ryle +1 (512) 943-1312

Signature Date Phone Number

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

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

Print Name Print Name

Signature Date Phone Number

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

Forward to County Auditor's Office

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

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	four drawer file cabinet			Working <input type="checkbox"/>
1	two drawer file cabinet			Non-Working <input type="checkbox"/>
1	five drawer file cabinet			Working <input type="checkbox"/>
1	wooden table			Working <input type="checkbox"/>
1	desk chair	MAY 18 2017		Working <input type="checkbox"/>

Parties involved:

FROM (Transferor Department): County Judge's office

Transferor - Elected Official/Department Head/ Authorized Staff:

Rebecca Clemons

 Print Name

Rebecca Clemons

 Signature

Contact Person:

Rebecca Clemons

 Print Name

5129431577

 Phone Number

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

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

 Print Name

 Signature

Contact Person:

 Print Name

 Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

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

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	laptop stand and docking station			Working <input type="checkbox"/>
3	Dell power cord			Working <input type="checkbox"/>
				<input type="checkbox"/>
		MAR 18 2017		<input type="checkbox"/>
				<input type="checkbox"/>

Parties involved:

FROM (Transferor Department): County Judge

Transferor - Elected Official/Department Head/ Authorized Staff:

Rebecca Clemons

Print Name

Rebecca Clemons

Signature

Contact Person:

Rebecca Clemons

Print Name

5129431577

Date Phone Number

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

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

Print Name

Print Name

Signature

Date Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Worldline Printer Cartridge WL-C6602A for Printers, Black	N/A		Working
1	NuKote BM282 Citizen GSX- 140	N/A		Working
1	Panasonic KX-FA65 Film Cartridge	N/A		Working
1	Brother TN-350 Toner Cartriddge	N/A		Working

Parties involved:

MAR 16 2017

FROM (Transferor Department): Williamson County Clerk

Transferor - Elected Official/Department Head/ Authorized Staff:

Contact Person:

Nancy E. Rister

Sean L. Johnson

Print Name

Print Name



March 14, 2017

+1 (512) 943-1549

Signature

Date

Phone Number

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

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

Contact Person:

Print Name

Print Name

Signature

Date

Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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

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

Asset List:

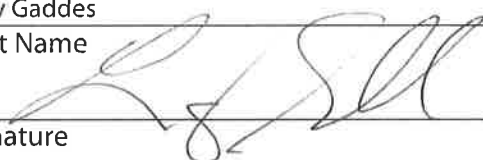
Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Pitney Bowes postage machine without meter Model DEBO	S/N: 64251	N/A	Non-Working
1	Two drawer gray file cabinet-missing legs to keep even	N/A	N/A	Non-Working
1	6 ft mahogany desk	N/A	N/A	Working
2	Metal drawers fit for cubicles	N/A	N/A	Working

Parties involved:

FROM (Transferor Department): Tax Assessor/Collector

Transferor - Elected Official/Department Head/ Authorized Staff:

Larry Gaddes
Print Name


Signature

March 13, 2017
Date

Contact Person:

Judy Kocian
Print Name

+1 (512) 943-1954
Phone Number

MAR 15 2017

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

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

Tony Hill
Print Name


Signature

Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Large cabinet MCO-102407/Tropic Sand	Sandusky CAC1362472-04		Working

MAR 16 2017

Parties involved:

FROM (Transferor Department): Commissioner Pct. 4

Transferor - Elected Official/Department Head/ Authorized Staff:

 Julia Cooper
 Print Name

 Signature

 3/15/2017
 Date

Contact Person:

 Julia Cooper
 Print Name

 +1 (512) 943-3761
 Phone Number

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

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

 Tony Hill
 Print Name

 3/15/2017
 Date

Contact Person:

 Tony Hill
 Print Name

 +1 (512) 943-3314
 Phone Number

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

Forward to County Auditor's Office

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

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



Williamson County Vehicle Status Change Form

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

1) Identify Vehicle:

SN0311326	210	UGD0209
Vehicle Identification Number	Department	Door Number
9065042	2002	GRADALL
License Plate Number	Year	Make
		XL3100
		Model
		GRAY
		Color

2) Reason for Status Change:


Accident
Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report
 2. The Official Accident Report
 3. A Vehicle Insurance / Litigation Form

High Mileage: List actual mileage 5847 HOURS

Not mechanically sound _____

Other: Explain Has reached life expectancy

3) Elected Official/Department Head/Authorized Staff

Print Name Terron Evertson Signature  Date 2-28-17

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MAR 8 2017
AUDITING OFFICE
WILLIAMSON COUNTY, TEXAS

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

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


SALE at the earliest auction TRANSFER between county departments

SALVAGE for parts

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

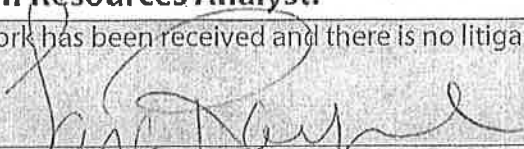
SALE to a government entity / civil or charitable organization in the county at fair market value

Other _____

Print Name Kevin Teller Signature  Date 2-28-17

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

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

HR Release Authorization: 

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

Transfer has been reviewed and approved:

Signature: _____

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

Commissioners Court - Regular Session

13.

Meeting Date: 03/28/2017

Assets Not Found 3/28/2017

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the retirement from the county inventory of assets not found including, (3) Motorola Radio's, (1) Mobile Radio, (1) Digital Camera, (4) Traffic Director's, (2) Dell Monitors, (1) Mobile Vision Video, (1) Mobile Vision in Car Camera Video System, (1) Tracking system, (3) Laptops, (1) Desktop, (3) Wearable cameras, (1) Point Blank Armor Vision, (15) Body Armor's, (5) Equipment Radio's, (7) Equipment's for Vehicle's, (2) Other Peripherals equipment, (4) Computer Equipment, (3) Law Enforcement Equipment (see attached lists) per the recommendation of the County Auditor's Office.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Asset NF

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 03/23/2017

Reviewed By

Wendy Coco

Date

03/23/2017 10:32 AM

Started On: 03/23/2017 10:11 AM

Williamson County

Asset Status Change Form

The following asset(s) is(are) considered for: (select one) ** Items not found during audit request that they be retired.*

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)
	<i>see attached documents</i>			▼
				▼
				▼
				▼
				▼

Parties involved:

FROM (Transferor Department): *Williamson County Precinct 1 Constable*

Transferor - Elected Official/Department Head/Authorized Staff:

Contact Person:

Constable Vinnie Cherrone

CHIEF DEPUTY MIKE PENDLEY

Print Name

Print Name

V. Cherrone
Signature

(512) 244-8650
Date Phone Number

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

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

Contact Person:

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Print Name

Print Name

MAR - 1 2017

Signature

Date

Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Asset Number	Asset Description
37468	MOTOROLA RADIO MCS2000
37469	MOBILE RADIO MCS2000
37325	DIGITAL CAMERA - MAVICA NVC CD 500
37582	MOTOROLA RADIO
37583	MOTOROLA RADIO
38109	TRAFFIC DIRECTOR 911EP R/A/B
38208	TRAFFIC DIRECTOR 911-EP TD39
38357	DELL MONITOR
38368	MOBILE VISION VIDEO
40780	DELL MONITOR
40817	MOBILE VISION IN CAR CAR VIDEO SYSTEM 7
42351	TRAFFIC DIRECTOR
42350	TRAFFIC DIRECTOR 911EP
42329	TRACKING SYSTEM
43311	DELL LATITUDE D620
43848	DELL LATITUDE D620
45308	DELL LATITUDE ATG D630 LAPTOP WITH DOCKING STATION
115267	DELL OPTIPLEX 7010
64049	COPVU WEARABLE CAMERA
65711	COPVU WEARABLE CAMERA
65712	COPVU WEARABLE CAMERA
65556	POINT BLANK ARMOR VISION AIIIA-1 NIJ06 (S. CONNER)
49369	ABA EXTREME IIIA BODY ARMOR
49474	ABA EXTREME IIIA BODY ARMOR - S. MOUNT
47229	ABA XTREME IIIA BODY ARMOR
53329	ABA-EXTREME HP LEVEL IIIA
53330	ABA-EXTREME HP LEVEL IIIA
53331	ABA-EXTREME HP LEVEL IIIA
53338	ABA-EXTREME HP-LEVEL IIIA

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MAR - 1 2017

**AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS**

Serial Number	Asset Category	Date in Serv	Book Cost
Not Available	EQUIPMENT.RADIOS	15-Nov-02	\$2,180.43
Not Available	EQUIPMENT.RADIOS	15-Nov-02	\$2,180.43
S010344917E	EQUIPMENT.MULTI-MEDIA	31-Aug-03	\$804.00
722CDW0432	EQUIPMENT.RADIOS	27-Oct-03	\$2,480.43
722CDW0431	EQUIPMENT.RADIOS	27-Oct-03	\$2,480.43
N/A	EQUIPMENT.VEH-EQUIP	29-Feb-04	\$529.95
N/A	EQUIPMENT.VEH-EQUIP	4-Mar-04	\$529.95
CN-OC0646	EQUIPMENT.OTHER PERIPHERALS	17-Mar-04	\$899.10
107282	EQUIPMENT.VEH-EQUIP	18-Mar-04	\$2,450.00
CN-OC0646-46633-532-OVEL	EQUIPMENT.OTHER PERIPHERALS	7-Apr-05	\$732.57
112366	EQUIPMENT.VEH-EQUIP	22-Apr-05	\$3,179.00
N/A	EQUIPMENT.VEH-EQUIP	28-Mar-06	\$529.95
N/A	EQUIPMENT.VEH-EQUIP	28-Mar-06	\$529.95
42653697	EQUIPMENT.VEH-EQUIP	21-Apr-06	\$798.99
9HLQ5C1 / C1518	EQUIPMENT.COMP	12-Dec-06	\$2,221.87
FR60NC1 / C1417	EQUIPMENT.COMP	11-Mar-07	\$2,453.20
H06CZD1	EQUIPMENT.COMP	26-Oct-07	\$2,608.10
3S2VN22	EQUIPMENT.COMP	31-Dec-14	\$1,107.29
WG110648	EQUIPMENT.LAW ENFORCE	30-Sep-12	\$769.00
WG-111123	EQUIPMENT.LAW ENFORCE	1-Jun-13	\$769.00
WG-111124	EQUIPMENT.LAW ENFORCE	1-Jun-13	\$769.00
FT/BK,BC,CONNER	EQUIPMENT.BODY ARMOR	13-Mar-13	\$740.87
R. WOODRING	EQUIPMENT.BODY ARMOR	17-Mar-09	\$587.91
FP09031166/BP09031167 S. M	EQUIPMENT.BODY ARMOR	30-Mar-09	\$587.91
FP08087719/BP08087720	EQUIPMENT.BODY ARMOR	18-Aug-08	\$558.13
FT09179074/BK09179073	EQUIPMENT.BODY ARMOR	7-Dec-09	\$587.91
FT09179075/BK09179076	EQUIPMENT.BODY ARMOR	7-Dec-09	\$587.91
FT09179077/BK09179078	EQUIPMENT.BODY ARMOR	7-Dec-09	\$587.91
FT09126352/BK09126353	EQUIPMENT.BODY ARMOR	12-Jan-10	\$587.91

RECEIVED

MAR - 1 2017

**AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS**

Commissioners Court - Regular Session

14.

Meeting Date: 03/28/2017

MOU and Standard Agreement with MUD #12 for County Sheriff

Submitted For: Robert Chody

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action regarding approval and receipt of the MOU and Standard Agreement with Williamson County Municipal Utility District No. 12 regarding off-duty contracting of County Sheriff Deputies.

Background

This agreement gives permission for MUD #12 to contract County Deputies in a private capacity and the County to invoice MUD #12 for deputies' vehicle usage. We are updating our agreements since Sheriff Chody took office on January 1st.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Memorandum of Understanding

Standard Agreement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 03/22/2017

Reviewed By

Wendy Coco

Date

03/22/2017 10:40 AM

Started On: 03/16/2017 11:09 AM

MEMORANDUM OF UNDERSTANDING
Patrol Services to be Performed within Williamson County Municipal Utility
District No. 12

1. Background and Purpose.

- a. Section 49.216 of the Texas Water Code authorizes Williamson County Municipal Utility District No. 12 (the “**District**”) to contract for or employ deputies (the “**Deputies**”, each, as “**Deputy**”) of the Williamson County Sheriff’s Office (the “**Sheriff**”) with the power to make arrests when necessary to prevent or abate the commission of: (i) any offense against the rules of the District when the offense or threatened offense occurs on any land, water, or easement owned or controlled by the District (See paragraph 2(vi) below); (ii) any offense involving injury or detriment to any property owned or controlled by the District; and (iii) any offense against the laws of the state.
- b. Pursuant to the authority set forth in Section 49.216 of the Texas Water Code and Section 791.011 of the Texas Government Code, the District, the Sheriff and Williamson County, Texas have entered into that certain Standard Agreement with Local Governmental Entity Regarding Off-Duty Services of County Deputies of even date herewith (the “**Off-Duty Services Agreement**”), pursuant to which the Deputies will provide additional law enforcement, security patrol, and other services within the District’s geographical boundaries.
- c. The purpose of this Memorandum of Understanding (this “**MOU**”) is to set forth the expectations and intentions of the District and the Sheriff with respect to the services to be performed by Deputies pursuant to the Off-Duty Services Agreement. Upon the expiration or termination of the Off-Duty Services Agreement, this MOU will also terminate. This MOU does not constitute a binding contractual commitment by either party hereto.

2. Services Rendered by Deputies.

- a. Although the Deputies will at all times remain under the control and supervision of the Sheriff, the parties hereto mutually agree that the services provided by the Deputies to the District pursuant to the Off-Duty Services Agreement will be performed in accordance with the following standards:
 - i. The District and the Sheriff will each establish a designee who will coordinate with each other regarding the Deputies’ provision of services to the District under the Off-Duty Services Agreement.
 - ii. The District’s designee will coordinate with the Sheriff’s designee with respect to where the patrol and law enforcement services are to be provided. By way of example, the District’s designee may coordinate with the Sheriff’s designee to direct the Deputies to provide law enforcement services at meetings of the District’s Board of Directors or committees, at specific District properties, and/or

at special events of the District, so long as the Deputies are available and willing to provide such services.

- iii. Generally, the Deputies will provide patrol services within the District's parks, other property owned or controlled by the District, and any "problem areas" that experience criminal or suspicious activity.
- iv. All Deputies providing services within the District pursuant to the Off-Duty Services Agreement must become familiar with the boundaries of the District and ensure that the services performed are only undertaken within the District's boundaries.
- v. It is anticipated that the District's designee and the Sheriff's designee will develop an ongoing "security program" for the District based on actual activity in the District and community needs for purposes of continuously improving the safety and wellbeing of District residents and protection of District property. The Deputies are expected to establish "relationships" with District residents to foster trust and communication.
- vi. The Deputies may enforce rules of the District on lands owned or controlled by the District provided that a violation of such rules of the District also constitutes a crime under the Texas Penal Code. The District's designee will coordinate with the Sheriff's designee as to any rules to be enforced so that the Deputies are familiar with the District's rules, if any.
- vii. The Sheriff's designee will coordinate with the District's designee regarding the hours during which the Deputies are to provide services within the District pursuant to the Off-Duty Service Agreement.
- viii. The District will compensate Deputies providing services pursuant to the Off-Duty Service Agreement at the rate of \$50.00 per hour. Any time during which a Deputy rendering services within the District pursuant to the Off-Duty Service Agreement leaves the District for emergencies or otherwise, all such time must be logged in a daily report identifying the time of departure and return. Such time must be accounted for and reported to the District's designee on a monthly basis, such that the District does not provide payment for time spent outside the District.
- ix. The Sheriff's designee will strive to maintain continuity in scheduling the Deputies for provision of services within the District pursuant to the Off-Duty Service Agreement with the intent to minimize turnover. It is the intent of the parties hereto that by establishing a relationship and familiarity with the residents, employees, and circumstances of the District, a Deputy will be better able to identify and investigate suspicious or potential criminal activity.
- x. The Sheriff's designee will provide the District's designee with a monthly report that includes the following information with respect to services performed pursuant to the Off-Duty Service Agreement during the preceding monthly period:

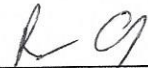
1. All crimes during the monthly reporting period by date, time, location, and responding Deputy.
 2. Working hours of each Deputy rendering services pursuant to the Off-Duty Service Agreement. The report must identify the Deputy's name; whether the services were rendered in a marked or unmarked vehicle; hours of commencement and cessation of the services; all incidents (including traffic stops) during the assignment period; and whether citations were issued. This information must be prepared utilizing daily logs of the Deputies providing services.
 3. Any traffic enforcement activity of the Deputies.
 4. The nature and duration of any emergencies or other circumstances that require a Deputy to leave the District during periods when such Deputy was rendering services to the District pursuant to the Off-Duty Service Agreement. The report must identify the time at which the Deputy leaves his or her patrol assignment within the District, and returns to his or her patrol assignment within the District.
 5. All routine patrol services furnished within the District other than pursuant to the Off-Duty Service Agreement.
- xi. It is the mutual intention of the parties hereto that traffic enforcement details (i.e., speed traps) will generally not be conducted under the Off-Duty Service Agreement unless specifically requested by the District's designee and directed by the Sheriff's designee; provided that a Deputy may take appropriate action in connection with any observed violation of the laws of the State of Texas. This MOU shall not impact the right of the Deputies to conduct traffic enforcement activities while performing routine law enforcement services other than pursuant to the Off-Duty Service Agreement.

This MOU is executed and dated as of the **2nd** of **March, 2017**.

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 12

By: 
F. Hagen McMahon, Jr., Board President

WILLIAMSON COUNTY SHERIFF

By: 
Robert Deaf, Sheriff

STATE OF TEXAS	§	STANDARD AGREEMENT WITH
	§	LOCAL GOVERNMENTAL ENTITY
	§	REGARDING OFF-DUTY
	§	CONTRACTING OF COUNTY
COUNTY OF WILLIAMSON	§	SHERIFF DEPUTIES

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County SHERIFF'S Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractor relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES employment with the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars

(\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the March 2, 2017, and shall terminate on September 30, 2017, and will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2017, and October 1, 2018. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for the fiscal year beginning FY 2020.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of \$8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.
8. LGE agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

COUNTY:

Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.
10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

LGE:

Name of LGE: Williamson County Municipal Utility District No. 12

Signature: 

Printed Name: F. Hagen McMahan, Jr.

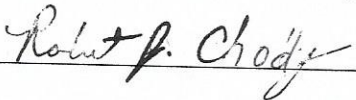
Title: President, Board of Directors

Date: March 2, 2017

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: ROBERT CHADY

Signature of Official: 

Date: MARCH 14, 2017

Address of Office: 508 S. ROCK ST.
GEORGETOWN, TX 78626

COUNTERPART SIGNATURE PAGE TO STANDARD AGREEMENT WITH
LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY SERVICES OF
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK¹

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

¹ Including, but not limited to fuel, insurance, and maintenance of county-owned assets.
{W0728525.1}

Commissioners Court - Regular Session

15.

Meeting Date: 03/28/2017

Standard Agreements for County Sheriff

Submitted For: Robert Chody

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action regarding approval and receipt of Standard Agreements regarding off-duty contracting of County Sheriff Deputies with:

- a. Williamson-Travis Counties Municipal Utility District #1
- b. The Rosedale Foundation (Eastern WILCO Bike Ride)

Background

These agreements give permission for MUD #1 and Rosedale Foundation to contract County Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. We are updating our agreements since Sheriff Chody took office on January 1st.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Rosedale Foundation

MUD #1

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 03/23/2017

Reviewed By

Wendy Coco

Date

03/23/2017 11:21 AM

Started On: 03/22/2017 09:33 AM

STATE OF TEXAS	§	STANDARD AGREEMENT WITH
	§	LOCAL GOVERNMENTAL ENTITY
	§	REGARDING OFF-DUTY
	§	CONTRACTING OF COUNTY
COUNTY OF WILLIAMSON	§	SHERIFF DEPUTIES

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County SHERIFF's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. *LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.*
2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractor relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES employment with the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
4. The term of this AGREEMENT shall begin on the 21st of February, 2017 and shall terminate on September 30, 2017, and will have two additional

one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2017, and October 1, 2018. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2020.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of \$8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.
8. LGE agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.
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LGE:

Name of LGE: the Rosedale Foundation

Signature: Elizabeth Dickey

Printed Name: Elizabeth Dickey

Title: Principal

Date: February 21, 2017

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff Robert Chody
Printed Name of Official: Sheriff

Signature of Official: [Signature]

Date: 3-20, 2017

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE TO STANDARD AGREEMENT WITH
LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY SERVICES OF
COUNTY DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION RELATED
TO USE OF
VEHICLES FOR OFF-DUTY WORK¹

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

¹ Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

STATE OF TEXAS § STANDARD AGREEMENT WITH
 § LOCAL GOVERNMENTAL ENTITY
 § REGARDING OFF-DUTY
 § CONTRACTING OF COUNTY
 COUNTY OF WILLIAMSON § SHERIFF DEPUTIES

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1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. *LGE expressly acknowledges and agrees that such DEPUTIES are at all times employees or independent contractors of LGE when employed or contracted by the LGE.*
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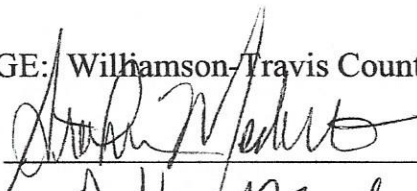
COUNTY:

Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay deputies directly and file W-2 or 1099 forms with the Internal Revenue Service.
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11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

LGE:

Name of LGE: Williamson-Travis Counties Municipal Utility District No. 1

Signature: 

Printed Name: Arthur Medrano


Title: President WTC MUD#1

Date: 3-15, 2017

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Robert Chody

Signature of Official: 

Date: 3-20, 2017

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE TO STANDARD AGREEMENT WITH
LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY SERVICES OF
COUNTY DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK¹

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

¹ Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session

16.

Meeting Date: 03/28/2017

North Campus Facility - Change Order 1

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #1 in the amount of \$3,659.00 for safety fencing around geological features that required excavating, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code.

Background

On September 6, 2016, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with J. T. Vaughn Construction, LLC in relation to the Williamson County North Campus Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[NCF Change Order 1](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 03/22/2017

Reviewed By

Wendy Coco

Date

03/22/2017 03:05 PM

Started On: 03/22/2017 02:47 PM



3171 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461
F: (512) 681-9752

March 02, 2017

Dwayne Gossett
Williamson County, Texas
3101 SE Inner Loop
Georgetown, TX 78620

Re: North Campus Facilities

Job No: 233901

Subj: Change Proposal No. 233901-0001

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide Installation of Protection for Onsite Geo Features for the above referenced project.

Installation of Protection for Onsite Geo Features

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

A handwritten signature in blue ink, appearing to read "DBoram", written over a light blue rectangular background.

Doug Boram

Attachments: Form B

CC:

FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0001

QUOTATION :

<u>Item</u>	<u>Labor</u>	<u>Materials</u>	<u>Subs</u>	<u>Total</u>
Installation of Protection for Onsite Geo Features	\$0.00	\$0.00	\$3,659.00	\$3,659.00
Owner Contingency	\$0.00	\$0.00	\$(3,659.00)	\$(3,659.00)

Totals	\$0.00	\$0.00	\$0.00	\$0.00
	Insurance, Tax, Benefits on Labor			\$0.00
	Overhead			\$0.00
	Fee on Subs			\$0.00
	Fee on JTV			\$0.00
	Bond			\$0.00
	Remodel Tax			\$0.00
<hr/>				
	TOTAL			\$0.00


TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 3/2/2017

Accepted

VAUGHN CONSTRUCTION

By: _____

By:  _____
Doug Boram

Date _____

Proposal Valid for 10 Days

Williamson County North Campus Facilities Form B

Change in Work - Cost Analysis Form

(To Be Completed All Subcontractors, Suppliers & Contractors Associated with the Change Proposal)

Project No. & Name: Wilco North Campus Facilities DATE 2/8/2017
 Contractor Name: JT Vaughn Construction, LLC Change No. 1
 Description of Change: Geo Features

Means Code	Description	Quantity	Unit	Unit Cost	Labor	Material & Equipment	Subcontract
	Install Protection Around Geo Features				\$1,844.62	\$ -	\$ -
	200' Protection Materials Around Geo Features				\$ -	\$ 1,481.75	\$ -
					\$ -		
						\$ -	\$ -
SUBTOTAL					\$ 1,844.62	\$ 1,481.75	\$ -
BOND							\$ -

Work performed by the Contractor's own employees	SUBTOTAL	\$ 3,326.37
Work up to \$10,000.00, add...	15.0%	\$ -
Work between \$10,000.01 and \$20,000.00, add...	10.0%	\$ 332.64
Work greater than \$20,000.00, add...	7.5%	\$ -

Managing subcontracted work	SUBTOTAL	\$ -
Work up to \$10,000.00, add...	10.0%	\$ -
Work between \$10,000.01 and \$20,000.00, add...	7.5%	\$ -
Work greater than \$20,000.00, add...	5.0%	\$ -

Sales Tax 8.25% \$ -
TOTAL FOR THIS CHANGE PROPOSAL \$ 3,659.01

DETAIL COST REPORT
2339-01 North Campus Facilities

Printed 2/21/2017 at 3:20:03AM

<u>Cat</u>	<u>Acct Date</u>	<u>Ref</u>	<u>Description</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Name</u>	<u>Amount</u>
01	11/25/2016		PR Post Checks summary				739.84
01	12/02/2016		PR Post Checks summary				199.26
01	12/09/2016		PR Post Checks summary				459.39
01	12/23/2016		PR Post Checks summary				144.31
01	1/06/2017		PR Post Checks summary				301.82
Category 01 Total							1,844.62

16713 Central Commerce Dr.
Round Rock, TX 78664

www.kriscon.com



EX-01-01
CP-001 GEOFEAT.

Remit to:
6800 Bingle Rd.
Houston, TX 77092-1113

INVOICE# 45635
Date 11/25/16 ✓
PO Number 2339-01 ✓
Salesperson JASON
Terms 0% 0 NET 30
Page 1 of 1 17862

Make Checks payable to KRIS-CON RENTS

Bill To: VAUGHN CONSTRUCTION CO.
10355 WESTPARK DR
ATTN: ACCTS PAYABLE
HOUSTON, TX 77042

Ship To: VAUGHN CONSTRUCTION CO.
3171 SE INNER LOOP
GEORGETOWN, TX

Qty	Unit	Supplies, Access, Repairs	Taxable	Unit Price	Amount
200	EA	SPBA METAL PL OSHA BARGUARD (#3-#8)	Y	\$1.53	\$306.00
150	EA	TPOST 5-1/2 FT FENCE T-POST #.85/1.01	Y	\$4.32	\$648.00
18	ROLL	SIGI4X100 4' X 100' TEMP. FENCING ORANGE	Y	\$28.50	\$513.00

VAUGHN CONSTRUCTION CO.
11/25/16
Check Received

Total Purchases

\$1,467.00

1.5% PER MONTH CHARGED ON INVOICES OVER 30 DAYS

Credit cards are accepted at time of purchase

Convenience Fee charged to pay on a Net 30 Account with a Credit Card

Please remit to: 6800 Bingle Rd., Houston, TX 77092

Subtotal	\$1,467.00
Fuel Surcharge	\$.00
Freight	\$.00
Sales Tax	\$.00
Total Charges	\$1,467.00

Thank You for your Business

Houston 713-462-5470 Fax 713-462-6430 • Round Rock 512-252-7737 Fax 512-252-7757

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown					GMP #2339.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP	-	-	\$18,195,395	\$0	\$406,772	\$1,896,522	\$625,467	\$21,124,156	\$21,124,156
1	OCO	0	-	\$3,659	\$0	(\$3,659)	\$0	\$0	\$0	\$21,124,156
2		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
3		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
4		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
5		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
6		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
7		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
8		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
9		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
10		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
11		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
12		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
13		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
14		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
15		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
16		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
17		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
18		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
19		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
20		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
21		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
22		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
23		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
24		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
25		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
26		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
27		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
28		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
29		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
30		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
Current Amounts		0	0	\$18,199,054	\$0	\$403,113	\$1,896,522	\$625,467	\$21,124,156	\$21,124,156

Commissioners Court - Regular Session

17.

Meeting Date: 03/28/2017

Discuss consider and take appropriate action on approval of the final plat for the Cavender Subdivision - Pct 3

Submitted For: Terron Evertson

Submitted By: Patrick Hughes, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Cavender Subdivision - Pct 3.

Background

This is a simple 2.00-acre single-lot subdivision along CR 157. It is being platted to conform with the Subdivision Regulations. The plat includes a 10 foot road widening easement along the south side of the CR 157 right-of-way. The preliminary plat was approved on February 28, 2017.

Fiscal Impact

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

Attachments

[Final Plat - Cavender Subdivision](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 03/22/2017

Reviewed By

Wendy Coco

Date

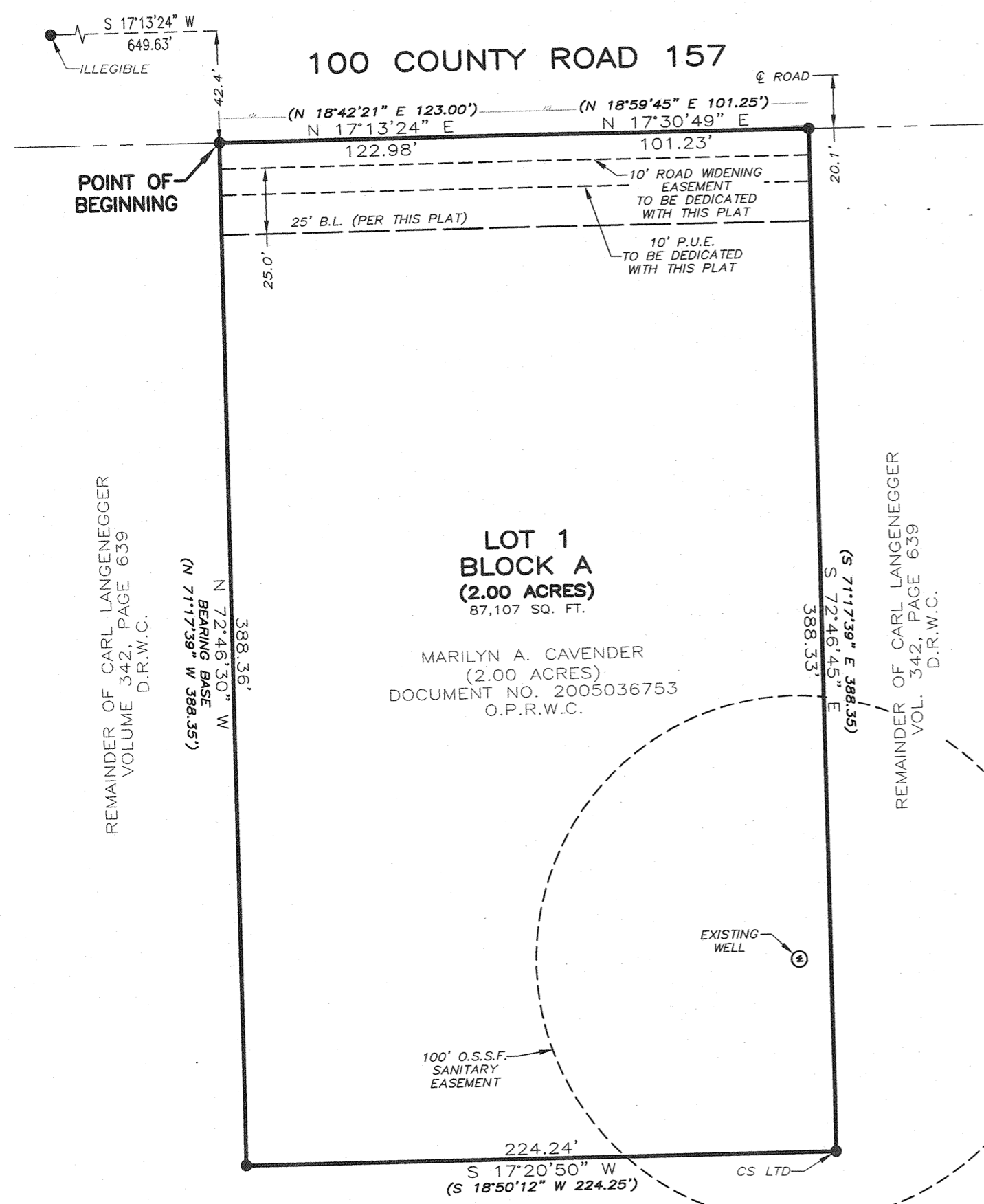
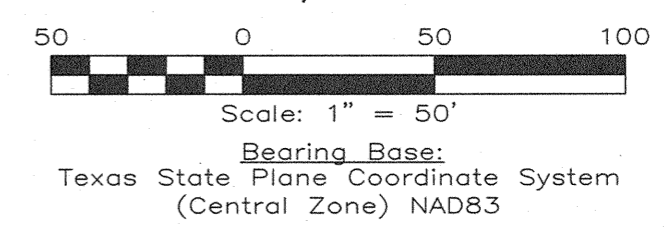
03/22/2017 07:58 AM

Started On: 03/21/2017 03:54 PM

FINAL PLAT OF
**CAVENDER
SUBDIVISION**
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION:

CAVENDER SUBDIVISION - 2.00 ACRES
All that certain tract or parcel of land situated in Williamson County, Texas, out of the John Sharp Survey, Abstract No. 592, and being a portion of that tract described as 109.25 acres in a Deed granted to Carl Langenegger, et ux, dated July 21, 1947 and recorded in Volume 342, Page 639, Deed Records of Williamson County, Texas, and being the same tract of land conveyed to Marilyn A. Cavender, in a Deed, dated May 14, 2005, as recorded under Document No. 2005036753, Official Public Records, Williamson County, Texas.

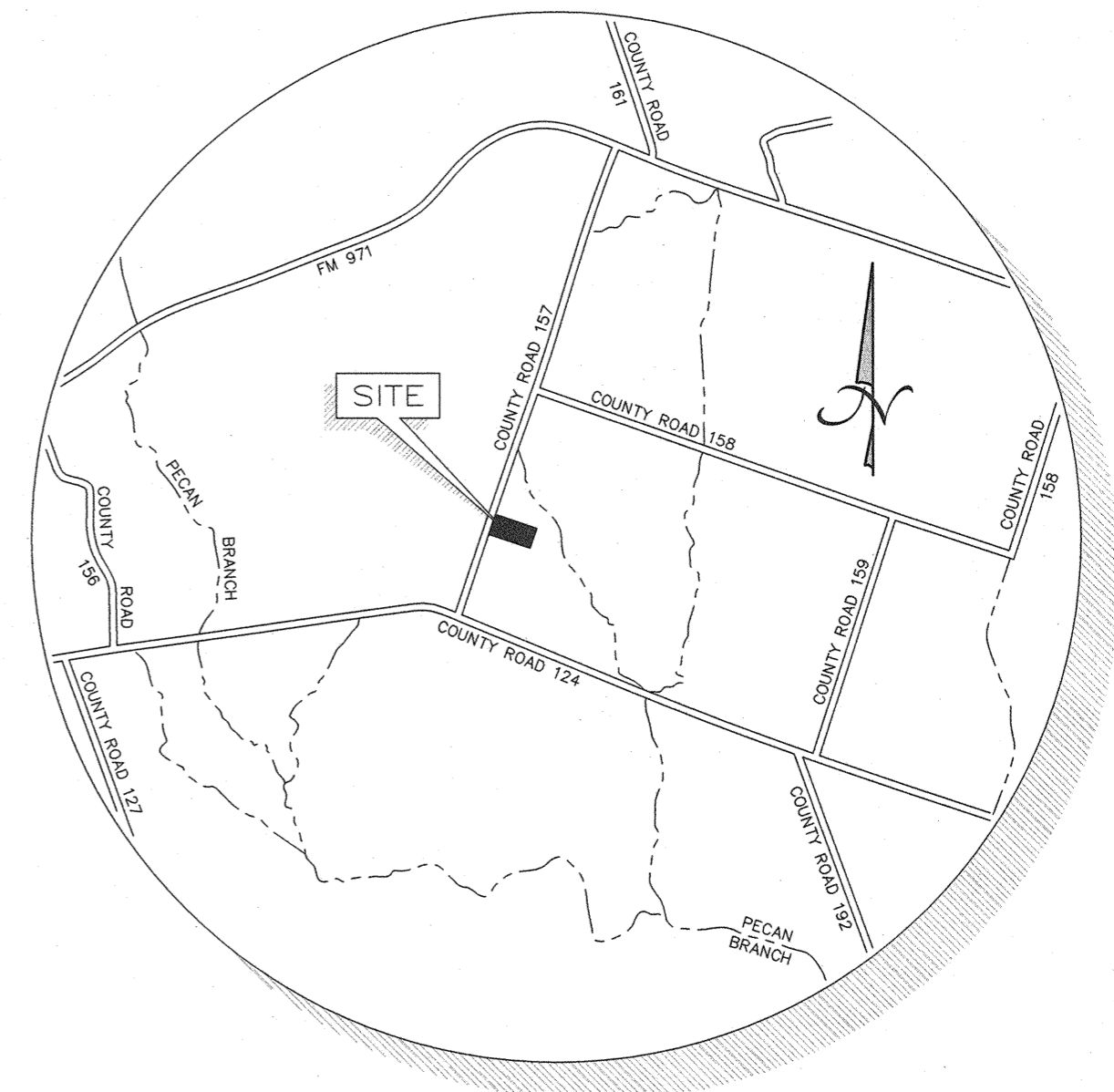


SURVEYOR:
TEXAS LAND SURVEYING, INC.
KENNETH CRIDER, R.P.L.S. NO. 5624
KENNETH@TEXAS-LS.COM
3613 WILLIAMS DRIVE, SUITE 903
GEORGETOWN, TEXAS 78628
(512) 930-1600

OWNER/SUBDIVDER:
Perry C. Cavender
PCAVENDER@GMAIL.COM
1130 Cordova Street
Dallas, TX 75223
(214) 206-6165

TOTAL ACREAGE: 2.00
TOTAL RESIDENTIAL LOTS: 1

LEGEND	
●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON ROD SET W/PLASTIC CAP STAMPED "CS, LTD."
///	PAVEMENT
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
()	RECORD INFORMATION
B.L.	BUILDING SETBACK LINE
O.S.S.F.	ON-SITE SEWAGE FACILITY



LOCATION MAP
Not to Scale

<p><i>Texas Land Surveying, Inc.</i> 3613 Williams Drive, Suite 903 - Georgetown, Texas 78628 (512) 930-1600/(512) 930-9389 fax www.texas-ls.com TBPLS FIRM NO.10056200</p>	<p>SHEET 1 OF 2</p>
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FINAL PLAT OF
**CAVENDER
SUBDIVISION**
WILLIAMSON COUNTY, TEXAS

OWNER'S DEDICATION

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

I Perry C. Cavender, owner of the certain tract of land shown hereon and described in a deed recorded under Document No. 2005036753 of the Official Public Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as **CAVENDER SUBDIVISION**.

TO CERTIFY WHICH, WITNESS by my hand this 21 day of March, 2017.


Perry C. Cavender, Owner
1130 Cordova Street
Dallas, TX 75223

STATE OF TEXAS
COUNTY OF WILLIAMSON
BEFORE ME, the undersigned authority personally appeared Perry C. Cavender
Cavender

SWORN TO AND SUBSCRIBED BEFORE ME THIS 21 day of March, 2017.

Tammy Weinberger
Notary Public, State of Texas



PLAT NOTES

1. Right-of-way easements for widening roadways or improving drainage shall be maintained by the landowner until road or drainage improvements are actually constructed on the property. The County has the right at any time to take possession of any road widening easement for the construction, improvement or maintenance of the adjacent road.
2. The landowner assumes all risks associated with improvements located in the right-of-way or road widening easements. By placing anything in the right-of-way or road widening easements, the landowner indemnifies and holds the County, its officers, and employees harmless from any liability owing to property defects or negligence not attributed to them and acknowledges that the improvements may be removed by the County and that the Owner of the improvement shall be responsible for the relocation and/or replacement of the improvement.
3. In approving this plat by the Commissioner's Court of Williamson County, Texas, it is understood that the building of all roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owner(s) of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioner's Court of Williamson County, Texas. Said Commissioner's Court assumes no obligation to build any of the roads, or other public thoroughfares shown on this plat, or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system.
4. It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.
5. The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.
6. Rural mailboxes shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within county arterial right-of-way shall meet the current TxDOT standards. Any mailbox that does not meet this requirement may be removed by Williamson County.
7. A De facto certificate of compliance is hereby issued for all lots with this subdivision. This certificate is valid until such time as F.E.M.A. revises or newly adopts floodplain boundaries in this area.
8. The minimum lowest finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.
9. Water service for this subdivision is provided by Jonah Water SUD. Sewer service for this subdivision is provided by an existing on-site sewage facility. The existing home on Lot 1 is presently connected to a approved municipal water source.
10. Electric service for this subdivision is provided by TXU Energy.

HEALTH DISTRICT APPROVAL

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

Deborah L. Marlow, R.S.
Deborah L. Marlow, RS, OS0029596
Assistant Deputy Director
Environmental Health Services, WCCHD

03/21/2017
Date

SURVEYOR'S CERTIFICATION

I, Kenneth Louis Crider, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land shown hereon, and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Subdivision Regulations of the County of Williamson, Texas and that all known easements within the boundary of the plat are shown hereon.

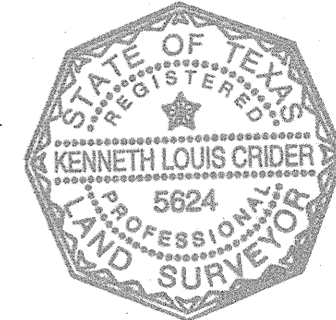
Bearing Basis: Grid North Texas State Plane Coordinate System (Central Zone) NAD 83(93)

This tract lies entirely within Zone 'X', and no portion of this tract is within the boundaries of the 100-year floodplain as indicated on the Federal Flood Insurance Administration, FIRM Panel No. 48491C0100E, dated September 26, 2008, for Williamson County, Texas.

This tract is not located within the Edwards Aquifer Recharge Zone.

Kenneth Louis Crider
Kenneth Louis Crider
Registered Professional Land Surveyor No. 5624
State of Texas

3-21-2017



COUNTY JUDGE'S APPROVAL

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

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

Dan A. Gattis, County Judge
Williamson County, Texas

Date

COUNTY CLERK'S CERTIFICATION

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

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the _____ day of _____, 20____ A.D., at _____ o'clock, _____ M., and duly recorded this the day of _____, 20____ A.D., at _____ o'clock, _____ M., in the Official Public Records of said County in Instrument No. _____.

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

Nancy E. Rister, Clerk County Court
of Williamson County, Texas

By: _____, Deputy

Texas Land Surveying, Inc.

3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax
www.texas-ls.com
TBPLS FIRM NO.10056200

SHEET

2
OF
2

DATE OF PLAT PREPARATION: SEPTEMBER 9, 2016

Commissioners Court - Regular Session

18.

Meeting Date: 03/28/2017

Discuss consider and take appropriate action on approval of the final plat for the Holl at Cole Drive Subdivision - Pct 2

Submitted For: Terron Evertson

Submitted By: Patrick Hughes, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Holl at Cole Drive Subdivision - Pct 2.

Background

This is simple single-lot rural subdivision that is being platted in order to comply with the Williamson County Subdivision Regulations. The final plat review fee has been paid. The preliminary plat was approved on January 24, 2017.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Final Plat - Holl at Cole Drive Subdivision](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 03/22/2017

Reviewed By

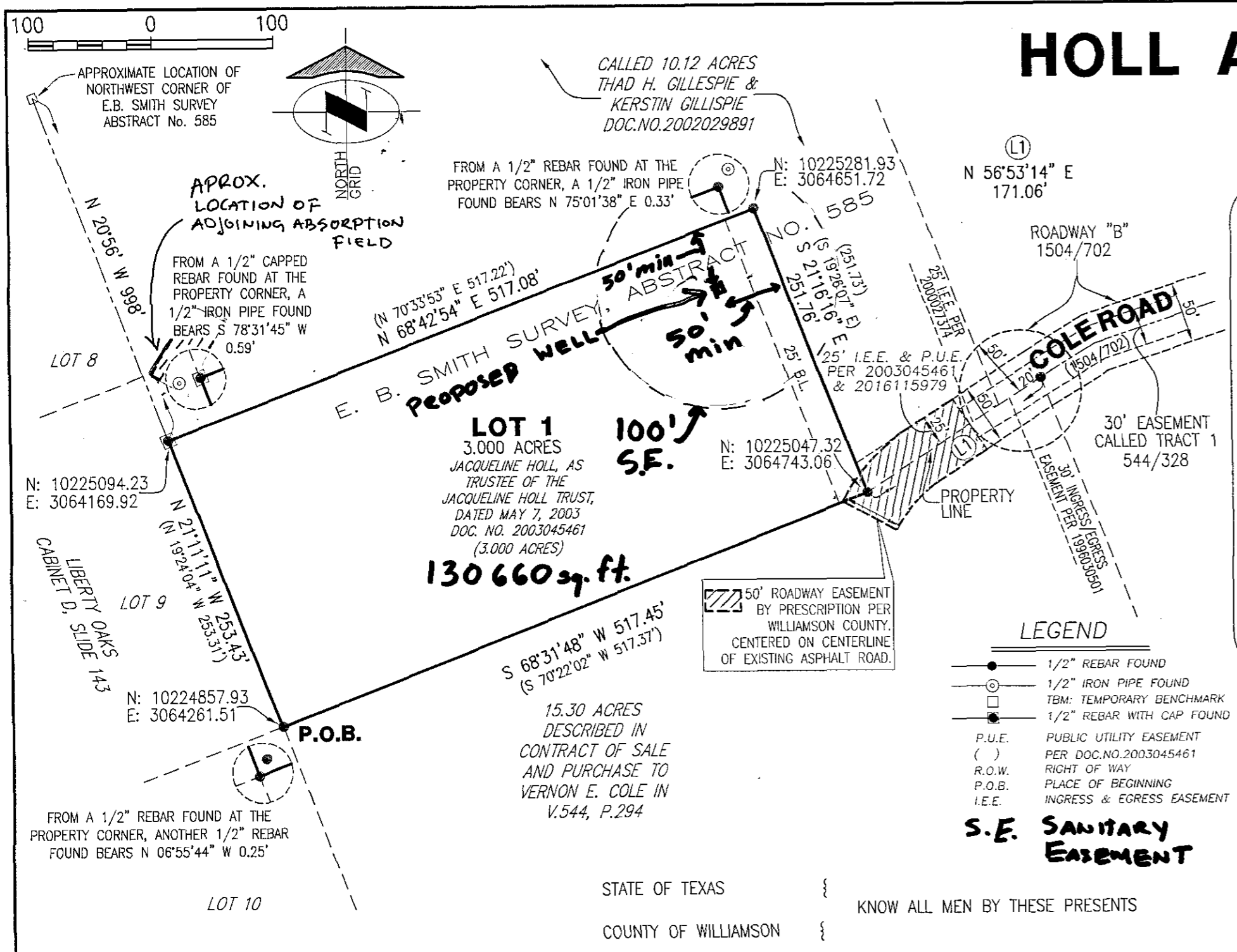
Wendy Coco

Date

03/22/2017 10:40 AM

Started On: 03/22/2017 09:06 AM

HOLL AT COLE DRIVE SUBDIVISION FINAL PLAT



DATE: DECEMBER, 2016

OWNER(S): JACQUELINE HOLL, AS TRUSTEE OF THE JACQUELINE HOLL TRUST, AND JACK M. HOLL, AS TRUSTEE OF THE JACK M. HOLL TRUST

ADDRESS: 5506 PRESTON FAIRWAYS DR. DALLAS, TX. 75252

ACREAGE: 3.000 ACRES

SURVEY: E.B. SMITH SURVEY, ABS. 585

NUMBER OF LOTS: 1 LOT

F.E.M.A. MAP NO. 48491C0250E WILLIAMSON COUNTY, TEXAS SEPTEMBER 26, 2008

DATE: SEPTEMBER 26, 2008

SURVEYOR: B&G SURVEYING, LLC. 1404 W. NORTH LOOP BLVD. AUSTIN, TX. 78756 (512) 458-6969

- GENERAL NOTES**
- Lot 1 may not be further subdivided.
 - Water service for each lot shall be provided by **PRIVATE WATER WELL**
 - Wastewater service shall be provided by individual on-site septic systems approved by the Williamson County Health Department.
 - The building of all streets, roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owners of the tract of land covered by this plat in accordance with the plans and specifications prescribed by Williamson County, Texas. Williamson County assumes any obligation to build any of the streets, roads, or other public thoroughfares shown on this plat or of constructing any of the bridges or drainage improvements in connection therewith. Williamson County assume any responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system and streets in their respective jurisdictions.
 - Williamson County does not assume any responsibility for the accuracy of representations by other parties in this plat. Flood plain data, in particular, may change depending on subsequent development. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the County of Williamson.
 - On-Site Sewage Facilities must be designed by a Registered Professional Engineer or Registered Sanitarian.

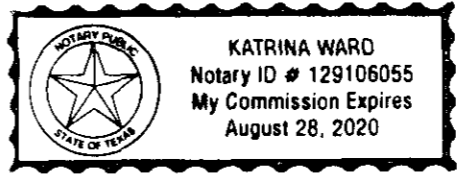
STATE OF TEXAS }
COUNTY OF Collin } KNOW ALL MEN BY THESE PRESENTS

I, Jacqueline Holl, as Trustee of the Jacqueline Holl Trust, and Jack M. Holl, as Trustee of the Jack M. Holl Trust, owners of the certain tract of land shown hereon and described in deeds recorded in Document No. 2003045461 and 2003045462 of the Official Records of Williamson County, Texas, and do hereby subdivide, said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the County of Williamson the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as the County of Williamson may deem appropriate.

This subdivision is to be known as:
FINAL PLAT OF HOLL AT COLE DRIVE SUBDIVISION

TO CERTIFY WHICH, WITNESS by my hand this day 24 of Feb, 2017.

Jacqueline Holl
Jacqueline Holl
5906 Preston Fairways Dr.
Dallas Texas 75252

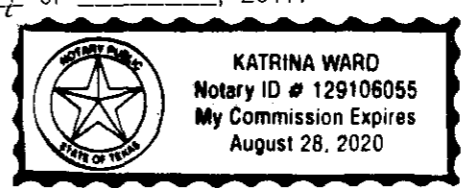


STATE OF TEXAS }
COUNTY OF Collin } KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Jacqueline Holl, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this day 24 of Feb, 2017.

Victoria Ward
Notary Public in and for the State of Texas
My Commission expires on: Aug 28, 2020



TO CERTIFY WHICH, WITNESS by my hand this day 24 of Feb, 2017.

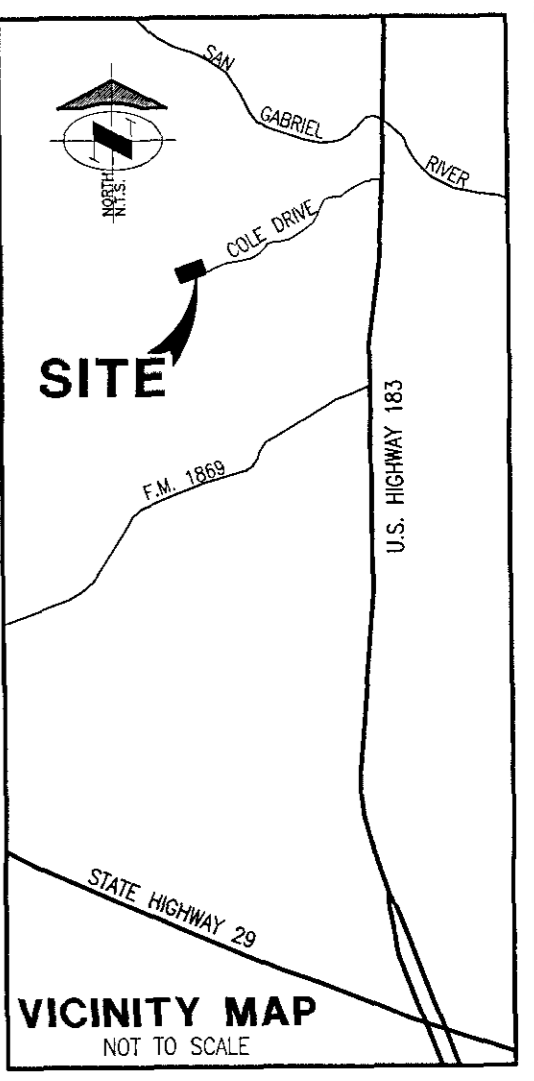
Jack M. Holl
Jack M. Holl
5906 Preston Fairways Dr.
Dallas Texas 75252

STATE OF TEXAS }
COUNTY OF Collin } KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Jack M. Holl, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this day 24 of Feb, 2017.

Victoria Ward
Notary Public in and for the State of Texas
My Commission expires on: Aug 28, 2020



FIELD NOTES

BEING 3.000 ACRES, MORE OR LESS, OUT OF THE E.B. SMITH SURVEY ABSTRACT NO. 585, IN WILLIAMSON COUNTY, TEXAS AND BEING THAT SAME TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO JACQUELINE HOLL, AS TRUSTEE OF THE JACQUELINE HOLL TRUST DATED MAY 7TH 2003 IN DOCUMENT NO. 2003045461 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 3.000 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rebar found at the common easterly corner of Lots 9 and 10 of Liberty Oaks Subdivision, recorded in Cabinet D, Slide 143 of the Plat Records of said County, same being the northwest corner of that certain 15.30 acre tract described in the Contract of Sale and Purchase to Vernon E. Cole in Volume 544, Page 294 of the Deed Records of said County for the southwest corner and Place of Beginning hereof and from which, another 1/2" iron rebar found bears N 06° 55' 44" W, a distance of 0.25 feet;

THENCE N 21° 11' 11" W with the common line of said Lot 9 and the tract hereof, a distance of 253.43 feet to a capped iron rebar found at the southwesterly corner of that certain 10.12 acre tract of land described in the Warranty Deed to Thad H. Gillespie and Kerstin Gillespie in Document No. 2002029891 of the Official Public Records of said County for the northwest corner hereof and from which, a 1/2" iron pipe found bears S 78° 31' 45" W, a distance of 0.59 feet;

THENCE with the common lines of said Gillespie tract and the tract hereof, the following two calls:
1. N 68° 42' 54" E, a distance of 517.08 feet to a 1/2" iron rebar found at an angle point hereof and from which, a 1/2" iron pipe found bears N 75° 01' 38" E, a distance of 0.33 feet;
2. S 21° 16' 16" E, a distance of 251.76 feet to a 1/2" iron rebar found at a southeasterly corner of the said Gillespie tract, same being in the north line of said Cole tract for the southeast corner hereof;

THENCE S 68° 31' 48" W with the common line of said Cole tract and the tract hereof, a distance of 517.45 feet to the Place of Beginning hereof and containing 3.000 acres of land, more or less.

Bearing Basis: GPS observation in Trimble VRS Network, Texas Central State Plane Coordinate System.

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

I, Victor M. Garza, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown hereon.

No lot within this subdivision is encroached by any Special Flood Hazard Areas inundated by 100-year floods as identified by the Federal Emergency Management Agency Boundary Map (Flood Insurance Rate Map), 48491C0250E, effective date of September 26, 2008.

All easements of record are shown or noted on the plat (as found on the title policy G.F. No. 1637165-LBH)

TO CERTIFY WHICH, WITNESS my hand and seal at Austin, Travis County, Texas, this day 17 of February 2017.

Victor M. Garza
Victor M. Garza
Registered Professional Land Surveyor
No. 4740 State of Texas



WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the plat as represented by the said engineer or surveyor, I find that this plat complies with the requirements of Edward's Aquifer Regulations for Williamson County, and Williamson County On-Site Sewerage Facility Regulations.

This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County Health District and Williamson County disclaims any responsibility to any member of the public for independent verifications of the representation, factual or otherwise, contained in this plat and the documents associated with it.

Deborah L. Marlow, RS 3/21/2017
Deborah L. Marlow, RS 050029596 Date
Natural Gas Director
Environmental Health Services, WCCHD

REV. 4 01/31/17
REV. 3 01/17/17
REV. 2 01/12/17
REV. 1 12/22/16
REV. 5 02/17/17
REV. 6 3/21/17 VMG

Commissioners Court - Regular Session

19.

Meeting Date: 03/28/2017

Recognition of Veteran Service Officers

Submitted By: Donna Harrell, Veteran Services

Department: Veteran Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action to recognize County Veteran Service Officer, Donna Harrell, and Assistant County Veteran Service Officers Valerie Zimmerman and Jayson Swetnam for their accomplishment in completion of training and passing the testing for National Accreditation by the National Association of County Veteran Service Officers in January of 2017.

Background

The National Accreditation by the National Association of Veteran Service Officers allows the County Veteran Service Officers to expand their scope and access to information and services and to better assist the veterans of this county. This accreditation is recognized on a national level and involves advanced training and testing.

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: Donna Harrell

Final Approval Date: 03/22/2017

Reviewed By

Wendy Coco

Date

03/22/2017 11:00 AM

Started On: 03/22/2017 10:29 AM

Commissioners Court - Regular Session

20.

Meeting Date: 03/28/2017

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

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 02/23/2017

Reviewed By

Wendy Coco

Date

02/23/2017 10:28 AM

Started On: 02/23/2017 08:32 AM

Commissioners Court - Regular Session

21.

Meeting Date: 03/28/2017

North Campus Facility - Change Order 2

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No. 2, to the Agreement between Williamson County and J. T. Vaughn Construction, LLC, in the amount of \$114,186.00 for Jacking and Boring for Roadway Sleeve in relation to the Williamson County North Campus Project.

Background

A road sleeve was specified as part of the Inner Loop Road Project so the sewer line for the North Campus Facility could pass under the road. The sleeve is not in place and the North Campus Facility is ready to proceed with the sewer line at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[NCF Change Order 2](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 03/23/2017

Reviewed By

Wendy Coco

Date

03/23/2017 09:38 AM

Started On: 03/22/2017 03:27 PM



3171 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461
F: (512) 681-9752

March 09, 2017

Dwayne Gossett
Williamson County, Texas
3101 SE Inner Loop
Georgetown, TX 78620

Re: North Campus Facilities

Job No: 233901

Subj: Change Proposal No. 233901-0002

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide Jacking and Boring for Roadway Sleeve Shown to be Existing for the above referenced project.

Jacking and Boring for Roadway Sleeve

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

A handwritten signature in blue ink, appearing to read "DBoram", written over a light blue rectangular background.

Doug Boram

Attachments:

CC: Brody Harris

FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0002

QUOTATION :

<u>Item</u>	<u>Labor</u>	<u>Materials</u>	<u>Subs</u>	<u>Total</u>
Initial Investigation for Road Sleeve	\$0.00	\$0.00	\$3,500.00	\$3,500.00
Jacking and Boring for Roadway Sleeve	\$0.00	\$0.00	\$110,686.00	\$110,686.00
To Funded by Owners Contingency	\$0.00	\$0.00	\$(114,186.00)	\$(114,186.00)

Totals	\$0.00	\$0.00	\$0.00	\$0.00
	Insurance, Tax, Benefits on Labor			\$0.00
	Overhead			\$0.00
	Fee on Subs			\$0.00
	Fee on JTV			\$0.00
	Bond			\$0.00
	Remodel Tax			\$0.00
<hr/> TOTAL				\$0.00


TIME EXTENSION TO CONTRACT: 10 Days

Submitted Date: 3/9/2017

Accepted

VAUGHN CONSTRUCTION

By: _____

By:  _____
Doug Boram

Date _____

Proposal Valid for 10 Days

WPM Construction Services, Inc.
Job #16-30 Williamson County North Campus

Jack and Bore Proposal

Item #	Description	Quantity	Units	Unit Cost Subcontractor	Subcontractor Cost	Unit Cost Equipment	Equipment Cost	Unit Cost Material	Material Cost	Unit Cost Labor	Labor Cost	Subtotal
	Foreman	75.00	HR							\$ 46.81	\$ 3,510.75	\$ 3,510.75
	Operator x (2)	150.00	HR							\$ 33.04	\$ 4,956.00	\$ 4,956.00
	Pipe Layer x (2)	150.00	HR							\$ 34.30	\$ 5,145.00	\$ 5,145.00
	Cat 336 Excavator	150.00	HR			\$ 133.25	\$ 19,987.50					\$ 19,987.50
	Cat 950 Loader	150.00	HR			\$ 82.03	\$ 12,304.50					\$ 12,304.50
	Cat 420 Backhoe	100.00	HR			\$ 40.90	\$ 4,090.00					\$ 4,090.00
	Trench Safety	1.00	LS			\$ 7,800.00	\$ 7,800.00					\$ 7,800.00
	Potholing for Existing Utilities	1.00	LS							\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
	Jack and Bore Subcontractor	145.00	LF	\$ 235.00	\$ 34,075.00							\$ 34,075.00
	Concrete	8.00	CY					\$ 110.00	\$ 880.00			\$ 880.00
												\$ -

											\$ 96,248.75	
Date: 3/7/2016											OH&P 15.00%	\$ 14,437.31
											\$ 110,686.00	

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown					GMP #2339.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP	-	-	\$18,195,395	\$0	\$406,772	\$1,896,522	\$625,467	\$21,124,156	\$21,124,156
1	OCO	0	-	\$3,659	\$0	(\$3,659)	\$0	\$0	\$0	\$21,124,156
2	OCO	10	-	\$114,186	\$0	(\$114,186)	\$0	\$0	\$0	\$21,124,156
3			-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
4		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
5		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
6		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
7		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
8		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
9		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
10		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
11		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
12		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
13		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
14		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
15		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
16		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
17		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
18		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
19		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
20		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
21		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
22		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
23		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
24		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
25		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
26		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
27		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
28		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
29		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
30		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
Current Amounts		10	0	\$18,313,240	\$0	\$288,927	\$1,896,522	\$625,467	\$21,124,156	\$21,124,156

Commissioners Court - Regular Session

22.

Meeting Date: 03/28/2017

CR 278 Real Estate Contract

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Julie Li for right of way needed on CR 278 @ Bagdad Rd. (Parcel 1)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Li contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/23/2017

Reviewed By

Wendy Coco

Date

03/23/2017 11:21 AM

Started On: 03/23/2017 10:58 AM

REAL ESTATE CONTRACT

Bagdad Road/CR 278 Right of Way—Parcel 1

THIS REAL ESTATE CONTRACT (“Contract”) is made by JULIE LI (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 0.513 acre (approximately 22,346 Sq. Ft.) tract of land in the Joseph Lee Survey, Abstract No. 393, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 1**)

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 Exhibits “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 described in Exhibit “A”, any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of TWENTY FOUR THOUSAND SEVEN HUNDRED EIGHTY FOUR and 00/100 Dollars (\$24,784.00).

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 Capital Title Company on or before April 28, 2017 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, 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:

Julie Li
Julie Li

Address: 3306 Great Valley Drive
Cedar park, Tx 78613

Date: 03/20/2017

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

EXHIBIT A

County: Williamson
Parcel No.: 1
Highway: Bagdad Road
Limits: From: 1,500' North of C.R. 278
 To: 100' South of Silver Creek Drive

DESCRIPTION FOR PARCEL 1

DESCRIPTION OF A 0.513 ACRE (22,346 SQ. FT.) PARCEL OF LAND, LOCATED IN THE JOSEPH LEE SURVEY, ABSTRACT 393, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 5.16 ACRE TRACT OF LAND AND A CALLED 6.44 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO IVEY R. COLE AND WIFE, CAROLINE H. COLE, RECORDED IN VOLUME 627, PAGE 657 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.), ALSO BEING A PORTION OF THE REMAINDER OF A CALLED 6.28 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO IVEY R. COLE AND WIFE, CAROLINE H. COLE, RECORDED IN VOLUME 597, PAGE 327, D.R.W.C.TX., ALSO BEING A PORTION OF THE REMAINDER OF A CALLED 1.6529 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO IVEY R. COLE AND WIFE, CAROLINE H. COLE, RECORDED IN VOLUME 593, PAGE 315, D.R.W.C.TX., SAID 0.513 ACRE (22,346 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with cap stamped "RPLS 5784" found on the existing east right-of-way line of County Road 279 (Bagdad Road), no record information found, same being the west line of a 10.23 acre tract of land as described in a deed to Boyd F. Henry, recorded in Volume 1642, Page 775 of the Official Records of Williamson County, Texas (O.R.W.C.TX.);

THENCE N 10°03'23" W, with the existing east right-of-way line of said Bagdad Road, same being the west line of said 10.23 acre tract, a distance of 401.65 feet to a 1/2-inch iron rod found 34.55 feet right of Bagdad Road Engineer's Centerline Station (E.C.S.) 541+25.45 on the proposed east right-of-way line of Bagdad Road, a variable width right-of-way, for the **POINT OF BEGINNING** (Grid Coordinates= N:10,202,288.69, E:3,060,143.54), the southwest corner of said remainder of a called 5.16 acre tract and the parcel described herein;

THENCE departing the proposed east right-of-way line of said Bagdad Road, with the existing east right-of-way line of said Bagdad Road, same being the west line of said Cole tracts, the following three (3) courses and distances numbered 1-3:

- 1) N 10°04'10" W, a distance of 192.14 feet to a calculated point 32.66 feet right of Bagdad Road E.C.S. 543+17.58,
- 2) N 08°09'56" W, a distance of 529.18 feet to a calculated point 54.32 feet right of Bagdad Road E.C.S. 548+46.67, and
- 3) N 03°21'38" W, a distance of 299.48 feet to a 1/2-inch iron rod found 77.66 feet right of Bagdad Road E.C.S. 551+49.28, for the southwest corner of the remainder of a called 20.2 acre tract of land as described in a deed to Roy L. Sullivan, II, recorded in Document Number 1997035429, O.R.W.C.TX., the northwest corner of said 6.44 acre tract and the parcel described herein, from which a 1/2-inch iron rod found on the existing east right-of-way line of said Bagdad Road, for the northwest corner of said remainder of a called 20.2 acre tract bears N 03°01'04" W, a distance of 528.29 feet;

4) **THENCE** N 69°08'12" E, departing the existing east right-of-way line of said Bagdad Road, with the common line of said 6.44 acre tract and said remainder of a called 20.2 acre tract, a distance of 7.61 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 85.02 feet right of Bagdad Road E.C.S. 551+51.25 on the proposed east right-of-way line of said Bagdad Road, for the northeast corner of the parcel described herein, said point being the beginning of a curve to the left, from which a 1/2-inch iron rod found on said common line bears N 69°08'12" E, a distance of 228.20 feet;

THENCE departing the common line of said 6.44 acre tract and said remainder of a called 20.2 acre tract, with the proposed east right-of-way line of said Bagdad Road, over and across said Cole tracts, the following four (4) courses and distances numbered 5-8:

- 5) With said curve to the left, an arc distance of 20.87 feet, through a central angle of 00°14'37", having a radius of 4,905.00 feet, and a chord that bears S 04°25'13" E, a distance of 20.87 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 84.37 feet right of Bagdad Road E.C.S. 551+30.04, said point being the beginning of a curve to the left,
- 6) With said curve to the left, an arc distance of 686.78 feet, through a central angle of 08°00'40", having a radius of 4,911.94 feet, and a chord that bears S 07°42'57" E, a distance of 686.22 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 62.02 feet right of Bagdad Road E.C.S. 544+38.28, said point being the beginning of a curve to the left,
- 7) With said curve to the left, an arc distance of 45.84 feet, through a central angle of 00°32'04", having a radius of 4,915.00 feet, and a chord that bears S 12°49'22" E, a distance of 45.84 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 64.15 feet right of Bagdad Road E.C.S. 543+92.93, and
- 8) S 13°05'24" E, a distance of 259.36 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 80.14 feet right of Bagdad Road E.C.S. 541+34.59, on the south line of said remainder of a called 5.16 acre tract, same being the north line of said 10.23 acre tract, for the southeast corner of the parcel described herein;

9) **THENCE** S 69°09'29" W, continuing with the proposed east right-of-way line of said Bagdad Road and with the common line of said remainder of a called 5.16 acre tract and said 10.23 acre tract, a distance of 46.50 feet to the **POINT OF BEGINNING**, and containing 0.513 acres (22,346 sq. ft.) of land, more or less.

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

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000140

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

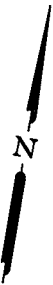
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 27th day of September, 2016.

SURVEYING AND MAPPING, LLC.
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300

Preliminary

THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE

William Reed Herring
Registered Professional Land Surveyor
No. 6355-State of Texas



GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

AME CHURCH
CALLED 5 AC.
VOL. 95, PG. 230
D. R. W. C. TX.

SILVER CREEK DRIVE
(50' ROW)
PER PLAT SILVER CREEK
RANCH PHASE ONE
CABINET P, SLIDES 201-203
O. R. W. C. TX.

BRICKYARD I PARTNERSHIP
CALLED 32.078 AC.
VOL. 1574, PG. 826
O. R. W. C. TX.

EXISTING R.O.W.

COUNTY ROAD 279
(BAGDAD ROAD)
(NO RECORD FOUND)

BAGDAD ROAD
ENGINEER'S CENTERLINE

EXISTING R.O.W.
N10°03'23"W
401.65'

EXISTING R.O.W.
N10°04'10"W 192.14'

EXISTING R.O.W.
N08°09'56"W 529.18'

P.O.C.
W/PCAP
"RPLS 5784"

BOYD F. HENRY
CALLED 10.23 AC.
VOL. 1642, PG. 775
O. R. W. C. TX.

P.O.B.
GRID
N:10202288.69
E:3060143.54
541+25.45
34.55' RT

543+17.58
32.66' RT

PROPOSED R.O.W.
S13°05'24"E 259.36'

541+34.59
80.14' RT

543+92.93
64.15' RT

544+38.28
62.02' RT

JOSEPH LEE SURVEY
ABSTRACT NO. 393

IVEY R. COLE AND WIFE,
CAROLINE H. COLE
REMAINDER OF A
CALLED 5.16 AC.
VOL. 627, PG. 657
D. R. W. C. TX.

ENGINEER'S CENTERLINE
CURVE DATA
PT. ST. 544+22.93
N = 10,204,064.70
E = 3,026,188.76
Δ = 01°27'18.76"
D = 00°52'53"
L = 165.07'
R = 82.54'
PC ST. 543+40.39
PT. ST. 545+05.46

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- △ CALCULATED POINT
- ℓ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

PAGE 4 OF 7
REF. FIELD NOTE NO. 32401
v8i\Parcels\AP-1_1.dgn

EXISTING *19.436 AC. ACQUIRE 0.513 AC. REMAINING 18.923 AC. RIGHT



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
IVEY R. COLE AND WIFE,
CAROLINE H. COLE
PARCEL 1
0.513 AC. (22,346 SQ. FT.)

ENGINEER'S CENTERLINE
 CURVE DATA
 PI STC 544+22.93
 N = 10,204,004.70
 E = 3,060,488.76
 Δ = 01°27'18" (LT)
 D = 00°52'53"
 L = 165.07
 T = 825.547
 R = 6,590.00'
 PC STC 543+40.39
 PT STC 545+05.46

BRICKYARD I PARTNERSHIP
 CALLED 32.078 AC.
 VOL. 1574, PG. 826
 O.R.W.C.TX.



WILLIAMSON COUNTY, TEXAS

BAGDAD ROAD
 ENGINEER'S CENTERLINE
 N10°57'43"W 219.09'
 PC 547+24.55
 545+00
 548+00
 549+00

EXISTING R.O.W.
 PROPOSED R.O.W.

N08°09'56"W 529.18'
 (S05°31'15"E 529.18')

①

N03°21'38"W 299.48'
 (N01°54'W 299.65')

IVEY R. COLE AND WIFE,
 CAROLINE H. COLE
 REMAINDER OF A
 CALLED 6.28 AC.
 VOL. 597, PG. 327
 D.R.W.C.TX.

IVEY R. COLE AND WIFE,
 CAROLINE H. COLE
 REMAINDER OF A
 CALLED 1.6529 AC.
 VOL. 593, PG. 315
 D.R.W.C.TX.

IVEY R. COLE AND WIFE,
 CAROLINE H. COLE
 REMAINDER OF A
 CALLED 6.28 AC.
 VOL. 597, PG. 327
 D.R.W.C.TX.

IVEY R. COLE AND WIFE,
 CAROLINE H. COLE
 CALLED 6.44 AC.
 VOL. 627, PG. 657
 D.R.W.C.TX.

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ◊ FENCE POST (TYPE NOTED)
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

1-STORY BRICK HOUSE

JOSEPH LEE SURVEY
 ABSTRACT NO. 393

ENGINEER'S CENTERLINE
 CURVE DATA
 PI STC 551+41.48
 N = 10,204,710.15
 E = 3,060,352.12
 Δ = 09°32'00" (RT)
 D = 01°08'45"
 L = 831.94'
 T = 416.93'
 R = 5,000.00'
 PC STC 547+24.55
 PT STC 555+56.49

FILE: \\sam\inc\aus\PROJECTS\1016036782\100\Survey\02Base\DGN v8i\Parcel\XP-12.dgn
 EXISTING 19.436 AC. ACQUIRE 0.513 AC. REMAINING 18.923 AC. RIGHT



4801 Southwest Parkway
 Building Two, Suite 100
 Austin, Texas 78735
 (512) 447-0575
 Fax: (512) 326-3029
 Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
 SHOWING PROPERTY OF
 IVEY R. COLE AND WIFE,
 CAROLINE H. COLE
 PARCEL 1
 0.513 AC. (22,346 SQ. FT.)



GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

BRICKYARD I PARTNERSHIP
CALLED 32.078 AC.
VOL. 1574, PG. 826
O. R. W. C. TX.

BAGDAD ROAD
ENGINEER'S CENTERLINE

551-00

553-00

EXISTING R.O.W.

554-00

COUNTY ROAD 279
(BAGDAD ROAD)
(NO RECORD FOUND)

(1) N03° 21' 38" W 299.48'

C2 (N01° 54' W 299.65')

L1 551-49.28 77.66' RT

C1 551-30.04 84.37' RT

551-51.25 85.02' RT

(S00° 21' 47" E 528.26')
N03° 01' 04" W 528.29'

PROPOSED R.O.W.

EXISTING R.O.W.

P.O.R.

IVEY R. COLE AND WIFE,
CAROLINE H. COLE
CALLED 6.44 AC.
VOL. 627, PG. 657
D. R. W. C. TX.

JOSEPH LEE SURVEY
ABSTRACT NO. 393

ROY L. SULLIVAN, II
REMAINDER OF A
CALLED 20.2 AC.
DOC. NO. 1997035429
O. R. W. C. TX.

ENGINEER'S CENTERLINE
CURVE DATA
PI STA 551+41.48
N = 10,204.710, 15
E = 3,060.352, 12
Δ = 09° 32' 00" (RT)
D = 01° 08' 45"
L = 831.94'
T = 416.93'
R = 5,000.00'
PC STA 547+24.55
PT STA 555+56.49

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- △ CALCULATED POINT
- ▭ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D. R. W. C. TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O. R. W. C. TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O. P. R. W. C. TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

REF. FIELD NOTE NO. 32401
v8i\p\cells\p-13.dgn

EXISTING *19.436 AC. ACQUIRE 0.513 AC. REMAINING 18.923 AC. RIGHT

PAGE 6 OF 7



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

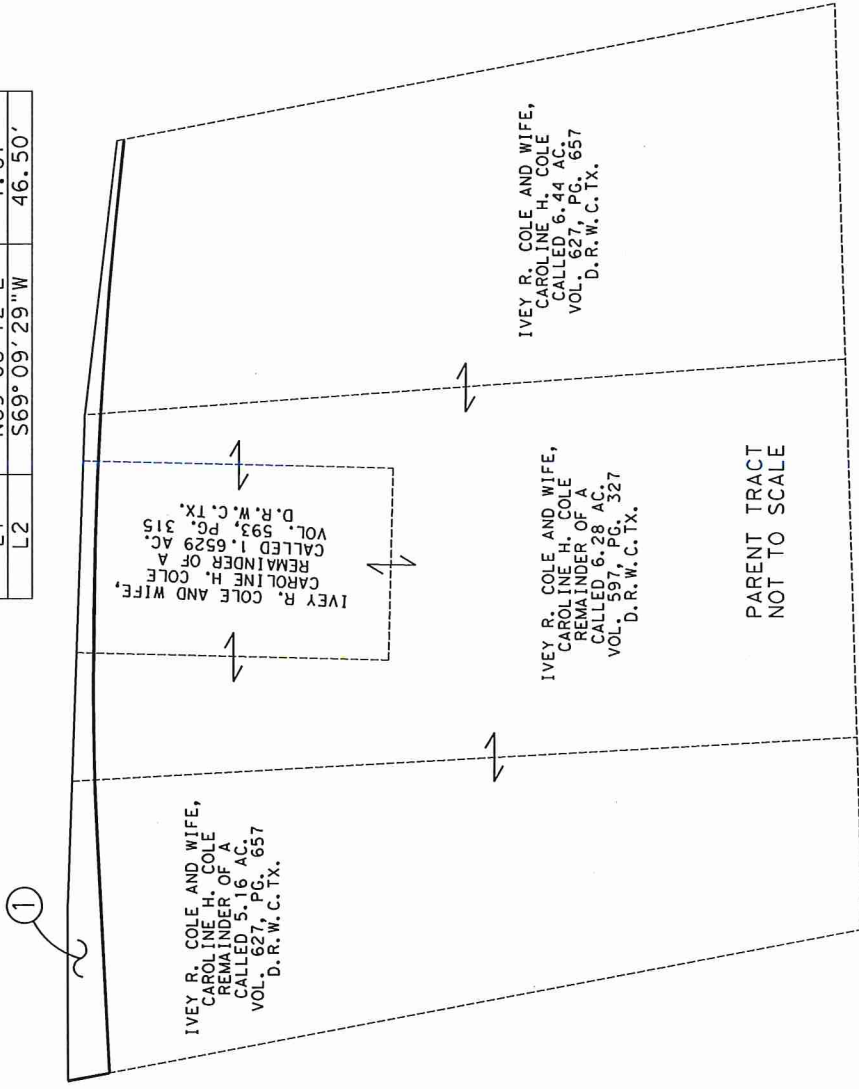
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
IVEY R. COLE AND WIFE,
CAROLINE H. COLE
PARCEL 1
0.513 AC. (22,346 SQ. FT.)

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00° 14' 37"	4,905.00'	20.87'	20.87'	S04° 25' 13" E
C2	08° 00' 40"	4,911.94'	686.78'	686.22'	S07° 42' 57" E
C3	00° 32' 04"	4,915.00'	45.84'	45.84'	S12° 49' 22" E

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N69° 08' 12" E	7.61'
L2	S69° 09' 29" W	46.50'



[B]

SCR PROPERTY OWNERS ASSOCIATION, INC.
 DOC. NO. 2007044460
 O.P.R. W. C. TX.
 LOT 1B, BLOCK B
 SILVER CREEK RANCH
 PHASE ONE
 CABINET P, SLIDES 201-203
 O.R. W. C. TX.

[A]

IVEY R. COLE AND WIFE,
 CAROLINE H. COLE
 REMAINDER OF A
 CALLED 6.28 AC.
 VOL. 597, PG. 327
 D. R. W. C. TX.

[C]

SCR PROPERTY OWNERS ASSOCIATION, INC.
 DOC. NO. 2007044460
 O.P.R. W. C. TX.
 LOT 1A, BLOCK A
 SILVER CREEK RANCH
 PHASE ONE
 CABINET P, SLIDES 201-203
 O.R. W. C. TX.

NOTES:

- ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM. CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.0001. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
 - THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
 - BAGDAD ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM LOCKWOOD, ANDREWS, & NEWMAN, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN AUGUST, 2016.
 - THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- * AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Preliminary
 THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

WILLIAM REED HERRING
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 6355, STATE OF TEXAS



4801 Southwest Parkway
 Building Two, Suite 100
 Austin, Texas 78735
 (512) 447-0575
 Fax: (512) 326-3029
 Texas Firm Registration No. 10064300

DATE _____

RIGHT-OF-WAY SKETCH
 SHOWING PROPERTY OF
 IVEY R. COLE AND WIFE,
 CAROLINE H. COLE
 PARCEL 1
 0.513 AC. (22,346 SQ. FT.)

EXHIBIT "B"

Parcel 1

DEED

Bagdad Road/CR 278 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 JULIE LI, 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 0.513 acre (approximately 22,346 Sq. Ft.) tract of land in the Joseph Lee Survey, Abstract No. 393, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Bagdad Road/CR 278, 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 ____ day of _____, 2017.

[signature page follows]

GRANTOR:

Julie Li

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2017 by Julie Li, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session

23.

Meeting Date: 03/28/2017

DA Increase PH

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 Conduct public hearing relating to a request from the District Attorney's Office to increase the budgeted salary amount for the position of Intake Division Chief, Position #1789 , in the District Attorney's Office and discuss (1) the reason for the payment in excess of the budgeted amount is being offered to the employee, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.

Background

Salary increase requested by the District Attorney.

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: Tara Raymore

Final Approval Date: 03/16/2017

Reviewed By

Wendy Coco

Date

03/16/2017 09:03 AM

Started On: 03/13/2017 10:46 AM

Commissioners Court - Regular Session

24.

Meeting Date: 03/28/2017

DA Increase

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a request by the District Attorney's Office to increase the budgeted salary amount for the position of Intake Division Chief, position # 1789, in the District Attorney's Office from the budgeted annual salary amount of \$93,505.10 to the increased salary amount of \$100,831.12.

Background

Salary increase requested by the District Attorney.

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: Tara Raymore

Final Approval Date: 03/16/2017

Reviewed By

Wendy Coco

Date

03/16/2017 09:03 AM

Started On: 03/13/2017 10:47 AM

Commissioners Court - Regular Session

25.

Meeting Date: 03/28/2017

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

In transferring PT monies to a FT line, it will enable the District Attorney to increase the annual salaries on various positions.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-001101	DA/PT Salary	\$10,073.70
To	0100-0440-001100	DA/FT Salary	\$10,073.70

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 03/14/2017

Reviewed By

Rebecca Clemons

Date

03/14/2017 02:07 PM

Started On: 03/14/2017 08:28 AM

Commissioners Court - Regular Session

26.

Meeting Date: 03/28/2017

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

In transferring LE unallocated salary monies to a full time salary line, it will enable the District Attorney to increase the annual salaries on various positions.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-001105	DA/LE Salary	\$17,173.03
To	0100-0440-001100	DA/FT Salary	\$17,173.03

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office (Originator)

Form Started By: Ashlie Koenig

Final Approval Date: 03/15/2017

Reviewed By

Rebecca Clemons

Ashlie Koenig

Date

03/14/2017 02:07 PM

03/15/2017 05:29 PM

Started On: 03/14/2017 08:31 AM

Commissioners Court - Regular Session

27.

Meeting Date: 03/28/2017

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items**Information****Agenda Item**

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

Background

This transfer will facilitate the overtime funding needed to work a backlog of cases.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-001105	DA/LE Salary	\$4,601.42
From	0100-0440-003003	DA/Radio Equip < \$5K	\$3,415.36
From	0100-0440-005758	DA/Law Books > \$5K	\$5,000.00
From	0100-0440-004236	DA/Extradition Exp	\$4,889.00
From	0100-0440-003011	DA/Computer Software	\$3,941.67
To	0100-0440-001110	DA/Overtime	\$4,601.42
To	0100-0440-001110	DA/Overtime	\$14,250.56
To	0100-0440-002010	DA/FICA	\$1,090.17
To	0100-0440-002020	DA/Retirement	\$1,905.30

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

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 03/16/2017

Reviewed By

Wendy Coco

Date

03/16/2017 09:03 AM

Started On: 03/15/2017 05:29 PM

Commissioners Court - Regular Session

28.

Meeting Date: 03/28/2017

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items**Information****Agenda Item**

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

Background

This transfer will provide the funding needed to hire a temporary/seasonal worker to push out the backlog of discovery requests.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-003005	DA/Office Furniture	\$4,500.00
From	0100-0440-003030	DA/Law Books < \$5K	\$1,500.00
From	0100-0440-003004	DA/Ammunition	\$1,000.00
From	0100-0440-003003	DA/Radio Equip < \$5K	\$ 184.80
To	0100-0440-001107	DA/Temp-Seasonal	\$6,674.22
To	0100-0440-002010	DA/FICA	\$184.80

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

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 03/16/2017

Reviewed By

Wendy Coco

Date

03/16/2017 09:03 AM

Started On: 03/15/2017 05:36 PM

Commissioners Court - Regular Session

29.

Meeting Date: 03/28/2017

Unallocated

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on changes to the unallocated funds policies and procedures.

Background

This subject was discussed back on the 11/8/16 agenda. This is a more in depth discussion of proposed solutions.

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: Ashlie Koenig

Final Approval Date: 03/22/2017

Reviewed By

Wendy Coco

Date

03/22/2017 07:58 AM

Started On: 03/21/2017 02:20 PM

Commissioners Court - Regular Session

30.

Meeting Date: 03/28/2017

Williamson County Inter-Jurisdictional Emergency Management Program

Submitted By: Jarred Thomas, Emergency Management

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Joint Resolutions of the Inter-Jurisdictional Emergency Management Program whereby Williamson County and the Cities of Coupland, Florence, Granger, Hutto, Liberty Hill, Thrall, and Weir resolve to establish the Williamson County Inter-Jurisdictional Emergency Management Program and appoint the Director and Deputy Director of the Williamson County Office of Emergency Management as the Emergency Management Coordinators who shall act for and at the direction of the Mayors for each City.

Background

Chapter 418 of the Texas Government Code requires that each city and county establish an individual emergency management program or participate in an inter-jurisdictional program. The Cities of Florence, Granger, Hutto, Jarrell, Leander, Liberty Hill, Thrall, and Weir have participated with the County's program for greater than 10 years. At this time the City of Coupland is requesting to participate in the program and the Cities of Leander and Jarrell are in the process of establishing their own independent programs. This updated joint resolution does not change the scope of the original resolutions but rather updates the language and provides greater for clarity in roles and responsibilities.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[City of Coupland](#)

[City of Florence](#)

[City of Granger](#)

[City of Hutto](#)

[City of Liberty Hill](#)

[City of Thrall](#)

[City of Weir](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jarred Thomas

Final Approval Date: 03/23/2017

Reviewed By

Wendy Coco

Date

03/23/2017 03:41 PM

Started On: 03/23/2017 10:49 AM

City of Coupland Resolution # _____

**Joint Resolution of the Inter-Jurisdictional
Emergency Management Program**

WHEREAS, the City of Coupland (“City”) and Williamson County (“County”) have the same statutory requirements to establish and maintain a comprehensive emergency management program which includes five essential elements: prevention, preparedness, response, recovery and mitigation; and

WHEREAS, the City and County find that the vulnerability to hazards and risks are shared by the residents of the City and the unincorporated areas of Williamson County, Texas; and

WHEREAS, the City and County further find that a comprehensive emergency management program can be best achieved through a combined organizational structure which leverages the resources of both the City and the County; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY,

Hereby establishes the Williamson County Inter-Jurisdictional Emergency Management Program which shall consist of individuals from both the City and the County, tasked with the development and maintenance of emergency operation plans consistent with state and federal planning standards; and

BE IT FURTHER RESOLVED that the Mayor of the City, as the statutorily designated Emergency Management Director for the City and having the authority to appoint an Emergency Management Coordinator, does hereby appoint the Director and Deputy Director of the Williamson County Office of Emergency Management as the Emergency Management Coordinators who shall act for and at the direction of the Mayor for the City in accordance with this resolution.

Passed and Approved this ____ day of April, 2017.

Dan Gattis, Williamson County Judge

Jack Piper, Mayor

City Secretary

City of Florence Resolution # _____

**Joint Resolution of the Inter-Jurisdictional
Emergency Management Program**

WHEREAS, the City of Florence (“City”) and Williamson County (“County”) have the same statutory requirements to establish and maintain a comprehensive emergency management program which includes five essential elements: prevention, preparedness, response, recovery and mitigation; and

WHEREAS, the City and County find that the vulnerability to hazards and risks are shared by the residents of the City and the unincorporated areas of Williamson County, Texas; and

WHEREAS, the City and County further find that a comprehensive emergency management program can be best achieved through a combined organizational structure which leverages the resources of both the City and the County; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY,

Hereby establishes the Williamson County Inter-Jurisdictional Emergency Management Program which shall consist of individuals from both the City and the County, tasked with the development and maintenance of emergency operation plans consistent with state and federal planning standards; and

BE IT FURTHER RESOLVED that the Mayor of the City, as the statutorily designated Emergency Management Director for the City and having the authority to appoint an Emergency Management Coordinator, does hereby appoint the Director and Deputy Director of the Williamson County Office of Emergency Management as the Emergency Management Coordinators who shall act for and at the direction of the Mayor for the City in accordance with this resolution.

Passed and Approved this ____ day of April, 2017.

Dan Gattis, Williamson County Judge

Mary Condon, Mayor

City Secretary

City of Granger Resolution # _____

**Joint Resolution of the Inter-Jurisdictional
Emergency Management Program**

WHEREAS, the City of Granger (“City”) and Williamson County (“County”) have the same statutory requirements to establish and maintain a comprehensive emergency management program which includes five essential elements: prevention, preparedness, response, recovery and mitigation; and

WHEREAS, the City and County find that the vulnerability to hazards and risks are shared by the residents of the City and the unincorporated areas of Williamson County, Texas; and

WHEREAS, the City and County further find that a comprehensive emergency management program can be best achieved through a combined organizational structure which leverages the resources of both the City and the County; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY,

Hereby establishes the Williamson County Inter-Jurisdictional Emergency Management Program which shall consist of individuals from both the City and the County, tasked with the development and maintenance of emergency operation plans consistent with state and federal planning standards; and

BE IT FURTHER RESOLVED that the Mayor of the City, as the statutorily designated Emergency Management Director for the City and having the authority to appoint an Emergency Management Coordinator, does hereby appoint the Director and Deputy Director of the Williamson County Office of Emergency Management as the Emergency Management Coordinators who shall act for and at the direction of the Mayor for the City in accordance with this resolution.

Passed and Approved this ____ day of April, 2017.

Dan Gattis, Williamson County Judge

Jerry Lalla, Mayor

City Secretary

City of Hutto Resolution # _____

**Joint Resolution of the Inter-Jurisdictional
Emergency Management Program**

WHEREAS, the City of Hutto (“City”) and Williamson County (“County”) have the same statutory requirements to establish and maintain a comprehensive emergency management program which includes five essential elements: prevention, preparedness, response, recovery and mitigation; and

WHEREAS, the City and County find that the vulnerability to hazards and risks are shared by the residents of the City and the unincorporated areas of Williamson County, Texas; and

WHEREAS, the City and County further find that a comprehensive emergency management program can be best achieved through a combined organizational structure which leverages the resources of both the City and the County; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY,

Hereby establishes the Williamson County Inter-Jurisdictional Emergency Management Program which shall consist of individuals from both the City and the County, tasked with the development and maintenance of emergency operation plans consistent with state and federal planning standards; and

BE IT FURTHER RESOLVED that the Mayor of the City, as the statutorily designated Emergency Management Director for the City and having the authority to appoint an Emergency Management Coordinator, does hereby appoint the Director and Deputy Director of the Williamson County Office of Emergency Management as the Emergency Management Coordinators who shall act for and at the direction of the Mayor for the City in accordance with this resolution.

Passed and Approved this ____ day of April, 2017.

Dan Gattis, Williamson County Judge

Doug Gaul, Mayor

City Secretary

City of Liberty Hill Resolution # _____

**Joint Resolution of the Inter-Jurisdictional
Emergency Management Program**

WHEREAS, the City of Liberty Hill (“City”) and Williamson County (“County”) have the same statutory requirements to establish and maintain a comprehensive emergency management program which includes five essential elements: prevention, preparedness, response, recovery and mitigation; and

WHEREAS, the City and County find that the vulnerability to hazards and risks are shared by the residents of the City and the unincorporated areas of Williamson County, Texas; and

WHEREAS, the City and County further find that a comprehensive emergency management program can be best achieved through a combined organizational structure which leverages the resources of both the City and the County; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY,

Hereby establishes the Williamson County Inter-Jurisdictional Emergency Management Program which shall consist of individuals from both the City and the County, tasked with the development and maintenance of emergency operation plans consistent with state and federal planning standards; and

BE IT FURTHER RESOLVED that the Mayor of the City, as the statutorily designated Emergency Management Director for the City and having the authority to appoint an Emergency Management Coordinator, does hereby appoint the Director and Deputy Director of the Williamson County Office of Emergency Management as the Emergency Management Coordinators who shall act for and at the direction of the Mayor for the City in accordance with this resolution.

Passed and Approved this ____ day of April, 2017.

Dan Gattis, Williamson County Judge

Connie Fuller, Mayor

City Secretary

City of Thrall Resolution # _____

**Joint Resolution of the Inter-Jurisdictional
Emergency Management Program**

WHEREAS, the City of Thrall (“City”) and Williamson County (“County”) have the same statutory requirements to establish and maintain a comprehensive emergency management program which includes five essential elements: prevention, preparedness, response, recovery and mitigation; and

WHEREAS, the City and County find that the vulnerability to hazards and risks are shared by the residents of the City and the unincorporated areas of Williamson County, Texas; and

WHEREAS, the City and County further find that a comprehensive emergency management program can be best achieved through a combined organizational structure which leverages the resources of both the City and the County; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY,

Hereby establishes the Williamson County Inter-Jurisdictional Emergency Management Program which shall consist of individuals from both the City and the County, tasked with the development and maintenance of emergency operation plans consistent with state and federal planning standards; and

BE IT FURTHER RESOLVED that the Mayor of the City, as the statutorily designated Emergency Management Director for the City and having the authority to appoint an Emergency Management Coordinator, does hereby appoint the Director and Deputy Director of the Williamson County Office of Emergency Management as the Emergency Management Coordinators who shall act for and at the direction of the Mayor for the City in accordance with this resolution.

Passed and Approved this ____ day of April, 2017.

Dan Gattis, Williamson County Judge

Troy Marx, Mayor

City Secretary

City of Weir Resolution # _____

**Joint Resolution of the Inter-Jurisdictional
Emergency Management Program**

WHEREAS, the City of Weir (“City”) and Williamson County (“County”) have the same statutory requirements to establish and maintain a comprehensive emergency management program which includes five essential elements: prevention, preparedness, response, recovery and mitigation; and

WHEREAS, the City and County find that the vulnerability to hazards and risks are shared by the residents of the City and the unincorporated areas of Williamson County, Texas; and

WHEREAS, the City and County further find that a comprehensive emergency management program can be best achieved through a combined organizational structure which leverages the resources of both the City and the County; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY,

Hereby establishes the Williamson County Inter-Jurisdictional Emergency Management Program which shall consist of individuals from both the City and the County, tasked with the development and maintenance of emergency operation plans consistent with state and federal planning standards; and

BE IT FURTHER RESOLVED that the Mayor of the City, as the statutorily designated Emergency Management Director for the City and having the authority to appoint an Emergency Management Coordinator, does hereby appoint the Director and Deputy Director of the Williamson County Office of Emergency Management as the Emergency Management Coordinators who shall act for and at the direction of the Mayor for the City in accordance with this resolution.

Passed and Approved this ____ day of April, 2017.

Dan Gattis, Williamson County Judge

Mervin Walker, Mayor

City Secretary

Commissioners Court - Regular Session

31.

Meeting Date: 03/28/2017

Award Payroll Services for Elections

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP# 1612-131, Payroll Services for referred and existing Temporary Labor for the Williamson County Elections Administration to the highest scoring proposer, Elite Personnel Consultants/Evins Temporaries.

Background

After in depth evaluation, including scoring of the proposals received as well as vendor demonstrations and interviews, the evaluation committee recommends Elite Personnel Consultants/Evins Temporaries, the highest scoring proposer, to be awarded the contract for this service. The company's experience level with Election specific payroll and staffing, as well as the local proximity to the County and ability to adapt to the County's needs, among other criteria, contributed to their high scores.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[RFP score sheet](#)

[Evins contract](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 03/09/2017

Reviewed By

Wendy Coco

Date

03/09/2017 08:43 AM

Started On: 03/08/2017 11:54 AM

Williamson County Evaluation Score Sheet

Payroll Services for Existing and Referred Temporary Labor for Elections, RFP 1612-131

Thursday, February 2, 2017 at 2:00PM

Determining Minimum Requirements (Minimum Requirements must be passed to be scored)

Vendor	Ad-A-Staff			Ateca			Evins			Knowledge Services		
	yes	no	Elaborate	yes	no	Elaborate	yes	no	Elaborate	yes	no	Elaborate
Minimum Requirements												
1.3.1.1. Proposal Cost Sheet Appendix A	X			X			X			X		
1.3.1.2 Sample of new employee paperwork	X			X			X			X		
1.3.2 Allow and accept employee documentation within 24 hours		X		X			X			X		
1.3.3 Maintain paperwork for all employees (time sheets, new hire, paperwork etc.)				X			X			X		
1.3.4 Physical presence during central counting operations during election event(4-7 days per year)				X			X			X		
1.3.5 Ability to submit and receive new hire paperwork both electronically and in paper form				X			X			X		
1.3.6 Ability to have customized payroll items as referenced in section 1.3.6 of the specifications				X			X			X		
1.3.7 Options for both direct deposit and check submittal of payment				X			X			X		
1.3.8 Reports regarding payroll information as specified in section 1.3.8 of the specifications				X			X			X		
1.3.9 Ability to verify check has or has not been cashed				X			X			X		

Williamson County Evaluation Score Sheet

Payroll Services for Existing and Referred Temporary Labor for Elections, RFP 1612-131

Vendor	Ad-A-Staff			Ateca			Evins			Knowledge Services		
	Yes	No	Elaborate	Yes	No	Elaborate	Yes	No	Elaborate	Yes	No	Elaborate
Minimum Requirements												
1.3.10 Provide the ability for Elections Administrator or designated representative to view/verify payment processing status				X			X			X		
1.3.11 Provide Payroll services including processing Federal Payroll Taxes, Unemployment Insurance, and quarter/annual tax reporting, and W2 reporting under Respondent's tax Id				X			X			X		
1.3.12 Include post payroll reports that include the actual markup cost for each position, to include FICA				X			X			X		

Williamson County Evaluation Score Sheet

Payroll Services for Existing and Referred Temporary Labor for Elections, RFP 1612-131

Graded Evaluation Factors

Evaluation Criteria	Total Points Available	Please select a Whole Number from the list provided for each question. (Decimal scoring or unlisted rating scores are not permitted)	Ateca	Evins	Knowledge Services
Overall experience of Team	5	5 = Significantly Exceeds requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements	4	5	4
Technical Expertise w/ Elections Process	5	6 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements	1	5	2
Local Presence/ ability to be present during training	5	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements	3	5	3
Adaptability to support Williamson County's needs	5	6 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements	4	4	4
Demonstrated Success in past projects with like scope and complexity	5	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements	2	4	3
Price (RFP Cost Score): Lowest Respondent's proposal/ Respondent's Proposal x 10 (points)if cost is weighted as 40%	10		10 (21%)	7.77 (27%)	8.07 (26%)
Possible Total max points	35	Total	24	30.77	24.07

Williamson County Evaluation Score Sheet

Payroll Services for Existing and Referred Temporary Labor for Elections, RFP 1612-131

Interview/Demonstrations and BAFO scoring Wednesday, February 15, 2017 at 4:00PM

Evaluation Criteria	Total Points	Please select a Whole Number from the list provided for each question (Decimal scoring or unlisted rating scores are not permitted)	Ateeca	Evins	Knowledge Services
Ease of use of system (onboarding and time keeping)	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	2	4	5
Reporting	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	3	4	4
Overall Elections experience with temporary workers	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	1	5	3
Vendor flexibility to adapt to County's need	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	2	5	4
Account support	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	3	5	4
BAFO price (BAFO Cost Score): Lowest Respondent's proposal / Respondent's proposal x 10 (points)		10 (maximum - weighted at 40% of the total maximum points of criteria - 40x40% = 10 max points)	10 (21%)	7.77 (27%)	8.4 (26%)
Possible total max points	35	Total	21	30.77	28.4

Williamson County Evaluation Score Sheet

Payroll Services for Existing and Referred Temporary Labor for Elections, RFP 1612-131

Out of 4 proposals received, 3 met all mandatory criteria and moved into the second round of evaluation. The committee decided to have all 3 remaining proposers participate in the third evaluation phase which included a demonstration of their system as well as a Q&A interview session. Considering the criteria, Elite Personnel Consultants - Evins Temporaries, demonstrated most experience with Elections and excellent adaptability to the County's needs. The proximity to Williamson County and the ability to be present at events with only a short notice, made Evins stand out and therefore resulted in the highest overall scoring.

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
(RFP#1612-131 Payroll Services
for Temporary Labor for Elections)**

THIS SERVICES CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (hereinafter “The County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Evins Personnel Consultants, Inc., 2013 W. Anderson Ln., Austin, Texas 78757**, (hereinafter “Service Provider”). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

- A. As described in RFP#1612-131 Payroll Services for Temporary Labor for Elections and the Service Provider’s Proposal Response, signed and dated January 30, 2017, which are incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in RFP#1612-131 and Service Provider’s Proposal Response, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for an initial term of thirty-six (36) months beginning on April 1, 2017 through March 31, 2020. The County Reserves the right to

extend pursuant to paragraph 1.6 of Additional Stipulation set forth RFP#1612-131. This contract may be terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based on a fee schedule set forth in “**Cost Proposal Appendix A,**” which is part of Service Provider’s Proposal Response. Additionally, payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

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

COVERAGES	PER PERSON	PER OCCURRENCE
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Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$ 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.

V.

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

- A. RFP#1612-131 Payroll Services for Temporary Labor for Elections;**
- B. Service Provider’s Proposal Response, signed and dated January 30, 2017;
and**
- C. Any required insurance certificates evidencing required coverages.**

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

VI.

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

indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

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

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

times.

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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

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

WILLIAMSON COUNTY:

SERVICE PROVIDER:

County Judge



Authorized Signature

Printed Name

Mary E. Evins

Printed Name

Date: _____, 2017

Date: March 6, 2017

(Incorporated Documents)

Commissioners Court - Regular Session

32.

Meeting Date: 03/28/2017

Approve Postage Machine Agreement for Precinct 2

Submitted For: Randy Barker

Submitted By: Sydney Richardson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

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 DM125 Postage Machine for the Williamson County Precinct 2 Office, at \$56.12/month.

Background

This was requested by William H. Beechinor, Chief Deputy Constable at Precinct 2; this new machine will replace an old machine located at their office that the current Vendor, FP Mailing Solutions, will no longer service. This will be billed quarterly at \$168.36. This is on the BuyBoard COOP 496-15. Legal and Audit have provided their approval for this Agreement.

Research was conducted on if continuing with the current Vendor, FP Mailing Solutions, would be beneficial. We currently pay \$138.00/month, and they offered a reduced price of \$125.00/month, but that was still higher than what was quoted to us by Pitney Bowes. With Precinct 2's approximated volume of mail, and the average \$67.00/month spend on postage, Pitney Bowes recommended the DM125 postage machine. This was quoted to us at \$56.12/month, considerably lower than FP Mailing Solutions quote, offering the County monthly savings. Since postage machines can only be leased (not sold to User Departments), the sound business decision to go with Pitney Bowes was made.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

1 - Agreement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 03/22/2017

Reviewed By

Wendy Coco

Date

03/22/2017 02:25 PM

Started On: 03/21/2017 08:14 AM

State and Local Fair Market Value Lease

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Agreement Number

Your Business Information

Williamson County Precinct 2		680554522	
Full Legal Name of Lessee / DBA Name of Lessee		Tax ID # (FEIN/TIN)	
350 Discovery Blvd Ste 205	Cedar Park	TX	78613-2254
Billing Address : Street	City	State	ZIP+4
Rick Coffman	(512) 260-4270	0018172933	
Billing Contact Name	Billing Contact Phone #	Billing Account #	
350 Discovery Blvd Ste 205	Cedar Park	TX	78613-2254
Installation Address (if different from billing address) : Street	City	State	ZIP+4
Rick Coffman	(512) 260-4270	0018172933	
Installation Contact Name	Installation Contact Phone #	Installation Account #	
	2017-05-16		
PO #	Quote Expiration Date		

Your Business Needs

Qty	Item	Business Solution Description
1	DM125	DM125 Digital Mailing System
1	1FAB	Dept Accounting Enabler (5 Accts)
1	1FAC	Basic Accounting (10 Dept)
1	7PR0	DM125 US Meter Subscription
1	F9SJ	F9SJ Profession Install DM100i/DM125
1	MPC4	MPC4 Integrate Weigh Platform DM125
1	PR00	PR00- Meter for DM125 / DM225
1	PRW5	PRW5 - 5 lb. Integrated Weighing
1	SBRP	SBRP - DM125 Digital Mailing System
1	SJ15	SoftGuard for DM100i/DM125
1	STDsla	Standard SLA-Equipment Service Agreement (for DM125 Digital Mailing System)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 56.12	\$ 168.36

*Does not include any applicable sales use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at [www.pitneybowes.com/usa/boards](#) and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. The lease requires you either provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at [www.pitneybowes.com/usa/license-terms-of-use/software-and-subscription-terms-and-conditions.html](#). Those additional terms are incorporated by reference.

496-15 _____
 State/Entity's Contract #

 Lessee Signature

 Print Name

 Email Address

 Title

 Date

Michael D'Amico
 Pitney Bowes Signature

Michael D'Amico
 Print Name

Credit manager
 Title

3/13/17
 Date

Sales Information

Christopher Keyworth _____ christopher.keyworth@pb.com
 Account Rep Name _____ Email Address

Commissioners Court - Regular Session

33.

Meeting Date: 03/28/2017

Approval of Geopliant Crisis Track

Submitted For: Randy Barker

Submitted By: Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase of Crisis Track Disaster Management from Geopliant, LLC in the amount of \$8,700.00 to support the operations of the Williamson County Office of Emergency Management and authorize the County Judge to sign attached license and service agreement.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement and Quote

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Thomas Skiles

Final Approval Date: 03/22/2017

Reviewed By

Wendy Coco

Date

03/22/2017 11:00 AM

Started On: 03/22/2017 10:40 AM

GEOPLIANT LLC LICENSE AND SERVICE AGREEMENT

THIS LICENSE AND SERVICE AGREEMENT (“AGREEMENT”) BETWEEN GEOPLIANT LLC AND WILLIAMSON COUNTY TEXAS GOVERNS YOUR PURCHASE AND USE OF OUR SERVICES. PLEASE READ THIS AGREEMENT CAREFULLY. BY SIGNING THIS AGREEMENT, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS.

This Agreement is effective as of the date the Agreement is signed by both parties (the “Effective Date”).

1. DEFINITIONS

- a) **“Account”** refers to the Service plans and features selected by You at the time of enrollment and accepted by Us, as such plans and features may change by mutual consent of the parties.
- b) **“Erase”** and **“Erasure”** refer to the destruction of data so that no copy of the data remains or can be accessed or restored in any way.
- c) **“Licensed Software”** is the cloud-based, Geopliant-hosted software, accessible from the Website by Customer for access and use only in accordance with this Agreement.
- d) **“Materials”** refers to written and graphical content provided by or through the Service, including, without limitation, text, photographs, illustrations, and designs, whether provided by Us, another customer of the Service, or any other third party.
- e) **“Project Data”** refers to data in electronic form collected through the Services from Your customers or other third parties, or collected or accessible directly from You.
- f) **“Service”** refers to Our Crisis Track service. The Service includes such features as are set forth in the quotation provided by Geopliant, LLC, attached as Exhibit A to this Agreement (the “Quote”).
- g) **“Territory”** shall be as defined in the Quote.
- h) **“User”** refers to a person accessing the Service on your behalf including, without limitation, any employee, sub-jurisdiction employee, or volunteer assigned by You to use the Service.
- i) **“We,” “Us,” “Our,”** or **“Geopliant”** refers to Geopliant, LLC.
- j) **“Website”** refers to the content located at www.crisistrack.com
- k) **“You,” “Your,” “Licensee”** or **“Customer”** means the legal entity identified above.
- l) **“Your Data”** refers to data in electronic form uploaded by You, or input or collected through the Service by or from You.
- m) **“User Guide”** refers to the content located at www.crisistrack.com/ctc2/docs/ConsoleGuide.html

2. LICENSE GRANT.

Geopliant hereby grants to the Customer a non-exclusive, non-transferable, limited license to use the Licensed Software in the Territory during the Term solely in accordance with the terms and conditions of this Agreement.

3. SCOPE OF USE

- a) **Access.** The Customer shall be permitted to access and use the Licensed Software for an unlimited number of Users. Users may remotely access and use the Licensed Software from any desktop computer. The Licensed Software may also be accessed through installation and use of Geopliant’s mobile application, which is subject to additional terms of service.
- b) **Permitted Use.** The Customer shall use the Licensed Software and Services solely for the purpose of hosting data and in order to conduct damage assessments, disaster recovery management, and Search and Rescue operations management (the “Permitted Use”), except as otherwise expressly provided in this Agreement. Geopliant may deny any individual access to the Licensed Software on written notice to the Customer if Geopliant, in its reasonable discretion, possesses credible information to substantiate that the person's use of the Licensed Software would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User.

- c) **Responsibilities of Use by Customer.** Customer shall:
 - (i) be responsible for Users' compliance with this Agreement;
 - (ii) solely be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data;
 - (iii) use reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use; and
 - (iv) use the Services only in accordance with the User Guide, applicable laws, and federal and state government regulations.

4. **USE RESTRICTIONS**

The Customer shall not, and shall not permit any Users, representatives or third parties to, in any manner to:

- a) modify, alter, amend, fix, translate, enhance or otherwise create derivative works of the Licensed Software;
- b) reverse engineer, disassemble, decompile, decode or adapt the Licensed Software, or otherwise attempt to derive or gain access to the source code of the Licensed Software, in whole or in part, except as and only to the extent this restriction is prohibited by law;
- c) remove, disable, or otherwise create or implement any workaround to, any security features contained in the Licensed Software;
- d) remove, delete or alter any trademarks, copyright notices or other Intellectual Property Rights notices of Geopliant or its Licensors, if any, from the Licensed Software;
- e) copy the Licensed Software, in whole or in part;
- f) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Licensed Software available to any third party for any reason;
- g) use the Licensed Software in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including:
 - (i) power generation systems;
 - (ii) aircraft navigation or communication systems, air traffic control systems or any other transport management systems;
 - (iii) safety-critical applications, including medical or life-support systems, vehicle operation applications, and any police, fire or other safety response systems; and
 - (iv) military or aerospace applications, weapons systems or environments;
- h) use the Licensed Software in violation of any federal, state or local law, regulation or rule, including but not limited to use of the Services to store or transmit harassing, threatening, or defaming Material to any person or entity material, or to store or transmit Material in violation of a person's privacy rights;
- i) use the Licensed Software for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to Geopliant's commercial disadvantage;
- j) make the Services available to anyone other than Users;
- k) intentionally distribute a computer virus, launch a denial of service attack; or
- l) in any other way attempt to interfere with the functioning of any computer, communications system, or website.

5. **DELIVERY**

Geopliant shall make access to the Licensed Software available electronically via the Website, as a downloadable application or by other means as identified in the Quote, to the Customer within fifteen (15) business days after the Effective Date.

6. **FEES**

- a) *License Fees.* In consideration of the rights granted to the Customer under this Agreement, the Customer shall pay to Geopliant the fees set forth in the Fee Schedule attached hereto as **Exhibit A** in accordance with the terms of this Section 6, and **Exhibit A**. If the Term is renewed for any Renewal

Term(s) pursuant to **Section 13**, the Customer shall pay the then-current license fees that Geopliant charges for the Licensed Software during the applicable Renewal Term, which may be changed in Geopliant's sole discretion.

- b) *Service Fees.* In consideration of the services to be performed under this Agreement, Customer shall pay to Geopliant the fees set forth in **Exhibit A**, in accordance with the terms of this **Section 6** and **Exhibit A**. If the Term is renewed for any Renewal Term(s) pursuant to **Section 13**, the Customer shall pay the then-current Service fees that the Customer charges for the Licensed Software during the applicable Renewal Term, which may be changed in Geopliant's sole discretion.
- c) *Payment Terms.* The Customer shall pay 100% of the license fees due and owing under this Agreement within thirty (30) days after the Effective Date. All payments hereunder shall be in US dollars and made by check or wire transfer and payable to GEOPLIANT, LLC, 901 N. Monroe St., Suite 1209, Arlington, VA 22201.
- d) *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.
- e) Geopliant shall provide Customer a new Fee Schedule for each new Term, not later than March 1st prior to the expiration of the then current Term.

7. SERVICES

Geopliant shall:

- a) provide Our reasonable support for the purchased Services to You at no additional charge,
- b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for:
 - (i) planned downtime (of which We shall give at least eight (8) hours' notice via the Services), or
 - (ii) any unavailability caused by any Force Majeure Event as set forth in **Section 14(d)**, and
- c) provide the Services only in accordance with applicable laws and government regulations.

8. DATA MANAGEMENT

- a) *Access, Use, & Legal Compulsion.* Unless We receive Your prior written consent, We: (i) will not access or use Project Data other than as necessary to facilitate the Services; and (ii) will not give any third party access to Project Data, except to such such Project Data with the Commonwealth, which may also share the Project Data with other jurisdictions within the Commonwealth of Virginia, solely for purposes of emergency management coordination. Notwithstanding the foregoing, We may disclose Project Data as required by applicable law or by proper legal or governmental authority. We will give You prompt notice of any such legal or governmental demand and reasonably cooperate with You in any effort to seek a protective order or otherwise to contest such required disclosure, at Your expense.
- b) *Your Rights.* You possess and retain all right, title, and interest in and to Project Data, and Our use and possession thereof is solely as Your custodian. You may access and copy any Project Data in Our possession at any time, through the Service. We will facilitate such access and copying promptly after Your request.
- c) *Retention & Deletion.* We will retain any Project Data in our possession until Erased (as defined below) pursuant to this **Subsection 8(c)**. We will Erase: (i) any or all copies of Project Data promptly after Your written request; and (ii) all copies of Project Data no sooner than 30 business days after termination of this Agreement and no later than 180 business days after such termination. Notwithstanding the foregoing, You may at any time instruct Us to retain and not to Erase or otherwise

delete Project Data, provided You may not require retention of Project Data for more than 180 business days after termination of this Agreement. Promptly after Erasure pursuant to this Subsection 8(c), We will certify such Erasure in writing to You.

- d) *Individuals' Access.* We will not allow any of our employees to access Project Data, except to the extent that an employee needs access in order to facilitate the Services and executes a written agreement with Geoplant agreeing to comply with Our obligations set forth in this Section 8.
- e) *Compliance with Law & Policy.* We will comply with all applicable federal and state laws and regulations in provision of the Services.
- f) *Leaks.* We will promptly notify You of any actual or potential exposure or misappropriation of Project Data (any "**Leak**") that comes to Our attention. We will cooperate with You and with law enforcement authorities in investigating any such Leak. We will likewise cooperate with You and with law enforcement agencies in any effort to notify injured or potentially injured parties.

9. GEOPLANT PROPRIETARY RIGHTS

- a) *Ownership.* The Customer acknowledges and agrees that the Licensed Software is being licensed, not sold, to the Customer by Geoplant. The Customer further acknowledges and agrees that it shall not acquire any ownership interest in the Licensed Software under this Agreement, and that Geoplant reserves and shall retain its entire right, title and interest in and to the Licensed Software and all intellectual property rights arising out of or relating to the Licensed Software except as expressly granted to the Customer in this Agreement. The Customer shall promptly notify Geoplant if the Customer becomes aware of any possible third-party infringement of Geoplant's intellectual property rights arising out of or relating to the Licensed Software and fully cooperate with Geoplant in any legal action taken by Geoplant against third parties to enforce its Intellectual Property Rights. The Customer shall use reasonable efforts to safeguard the Licensed Software from infringement, misappropriation, theft, misuse or unauthorized access.
- b) *IP in General.* We retain all right, title, and interest in and to the Service, including without limitation all intellectual property used to provide the Service and all logos and trademarks reproduced through the Service, and this Agreement does not grant You any intellectual property rights in or to the Service or any of its components other than the limited license to use the Licensed Software.

10. REPRESENTATIONS AND WARRANTIES

- a) *Mutual Representations.* Each Party represents to the other Party that it:
 - (i) is an entity duly organized and validly existing under the laws of its jurisdiction of organization;
 - (ii) is qualified and licensed to do business and in good standing in every jurisdiction where such qualification and licensing is required for purposes of this Agreement;
 - (iii) has all necessary power and authority to negotiate, execute, deliver and perform its obligations under this Agreement; and
 - (iv) has no pending or threatened claim or litigation known to You that would have a material adverse impact on Your ability to perform as required by this Agreement
- b) *Disclaimers.* THE LICENSED SOFTWARE IS PROVIDED "AS IS" AND GEOPLANT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE LICENSED SOFTWARE, MEDIA AND ANY OTHER SERVICES AND MATERIALS PROVIDED TO THE CUSTOMER UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, GEOPLANT PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, THAT THE LICENSED SOFTWARE WILL MEET THE CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY

OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES (EXCEPT AS EXPRESSLY SET FORTH IN THE MATERIALS), OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, (I) WE HAVE NO OBLIGATION TO INDEMNIFY OR DEFEND YOU AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND (II) WE DO NOT WARRANT THAT THE SERVICE WILL PERFORM WITHOUT ERROR OR IMMATERIAL INTERRUPTION. YOU AGREE THAT GEOPLIANT HAS NO LIABILITY WITH RESPECT TO YOUR USE OF THE SOFTWARE OR YOUR RELIANCE THEREON AND IN NO EVENT SHALL GEOPLIANT BE LIABLE FOR INCOMPLETE OR INACCURATE DATA CONTAINED IN THE SOFTWARE. YOU FURTHER AGREE TO HOLD GEOPLIANT HARMLESS FOR INCIDENTAL OR CONSEQUENTIAL OCCURENCES RESULTING FROM YOUR IMPROPER RELIANCE ON THE DATA CONTAINED IN THE SOFTWARE.

- c) *Usage Limitations.* Services may be subject to other limitations, such as, for example, limits on disk storage space, on the number of calls You are permitted to make against Our application programming interface. You must obtain prior authorization by Us if you use Services in public websites. You may be restricted on the number of page views by visitors to those websites.

11. RESPONSIBILITY OF THE PARTIES

Geopliant agrees that it shall be responsible for its agents' and employees' acts and omissions within the scope of their duties under this Agreement which cause injury to persons or property, subject to the limitations of this Agreement. Customer shall be responsible for its agents' and employees' acts and omissions within the scope of their duties which cause injury to persons or property. Nothing herein shall be deemed as a waiver of sovereign immunity or other defense available to the Customer or Geopliant.

12. LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY LAW AND WITHOUT WAIVER OF SOVEREIGN IMMUNITY, IN NO EVENT: a) WILL OUR LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED ONE YEAR OF FEES ACTUALLY PAID BY YOU AND (b) WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT GEOPLIANT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS **SECTION 12**, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE.

13. TERM AND TERMINATION

- a) *Term.* This Agreement shall commence on the Effective Date and, unless otherwise agreed to in the Quote and shall continue thereafter for a period of 12 months (the "**Term**"), unless terminated earlier pursuant to any of the provisions of this Agreement. Upon expiration of the Initial Term, this Agreement shall automatically renew for additional successive 12 month terms, or for such shorter period as may result from termination pursuant to an express provision hereof, unless either Party provides written notice of nonrenewal at least 30 days prior to the end of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"). If the Term is renewed for any Renewal Term(s) pursuant to this **Section 13**, the terms and conditions of this Agreement during each such Renewal Term shall be the same as the terms in effect immediately prior to such renewal, subject to any change in the amount of license fees payable hereunder by the Customer during the applicable Renewal Term as set forth in **Section 6**. In the event either Party provides timely notice of its intent not to renew this Agreement, then, unless otherwise terminated in accordance with its terms, this Agreement shall terminate on the expiration of the then-current Term.

- b) *Termination*. This Agreement may be terminated prior to the expiration of the Term on written notice:
 - (i) by Geopliant, if the Customer fails to pay any amount when due hereunder and such failure continues for five (5) business days after the Customer's receipt of written notice of nonpayment;
 - (ii) by either party, if the other party commits a material breach of any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within fifteen (15) days after the receipt of written notice of such breach.
- c) *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. In the event of termination, You will only be liable for its pro rata share of services rendered and goods actually received.
- d) *Effect of Termination*. The expiration or termination of this Agreement, for any reason, shall not release either Party from any liability to the other Party, including any payment obligation, that has already accrued hereunder. On the expiration or termination of this Agreement, for any reason, the Customer shall immediately discontinue use of the Licensed Software;
- e) *Survival*. The provisions of Sections **4, 10, 11, 12, 13, and 14(f)** shall survive the expiration or earlier termination of this Agreement for any reason.

14. MISCELLANEOUS

- a) *Notices*. We may send notices pursuant to this Agreement to the Customer Representative identified in Exhibit A. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the Quote in Exhibit A (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
- b) *Amendment*. No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative of each party to this Agreement. Notwithstanding the foregoing, We may amend the Privacy Policy at any time by posting a new version at the Website.
- c) *No Waiver*. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
- d) *Force Majeure*. Excepting only Customer's payment obligations under this Agreement, neither Party shall be in default hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to any cause beyond its reasonable control, including strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning or Customer equipment, loss and destruction of property or any other circumstances or causes beyond such Party's reasonable control (each, a "Force Majeure Event").
- e) *Assignment & Successors*. Neither party may assign this Agreement or any of its rights or obligations hereunder without the other's express written consent, except that either party may assign this Agreement to the surviving party in a merger of that party into another entity. Except to the extent forbidden in the previous sentence, this Agreement will be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties.
- f) *Choice of Law & Jurisdiction*. This Agreement will be governed solely by the internal laws of the State of Texas, without reference to such its principles of conflicts of law. The parties consent to the personal and exclusive jurisdiction of the federal and state courts having jurisdiction over Williamson County, Texas.
- g) *Mediation*. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

- h) *Severability*. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- i) *Conflicts among Attachments*. In the event of any conflict between this Agreement and any of Our policies posted online, including without limitation the Website Terms of Use and Privacy Policy, the terms of this Agreement will govern.
- j) *Entire Agreement*. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither party has relied upon any such prior or contemporaneous communications.
- k) *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.
- l) *Right to Audit*. We agree 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 Geopliant which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. We agree that licensee shall have access during normal working hours to all necessary Geopliant 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 us reasonable advance notice of intended audits.
- m) *Exhibits List*. The following exhibits are hereby incorporated in this Agreement by reference and made a part hereof:
 - (i) **Exhibit A: Customer’s Quote**

IN WITNESS WHEREOF, the undersigned Parties have signed this Agreement as of the day and year below written.

AGREED AND ACCEPTED:
CUSTOMER:

AGREED AND ACCEPTED
GEOPLIANT, LLC:



By: _____
(Signature)

By: _____
(Signature)

By: _____
(Printed Name)

By: John Maylie
(Printed Name)

Title: _____

Title: President

Date: _____

Date: March 17, 2017



Exhibit A: QUOTE

Williamson County Texas
Attention: Jarred Thomas
PO BOX 2659
GEORGETOWN TX 78627

Date
Mar 17, 2017

Expiry
Mar 31, 2017

Quote Number
QU-161030

Virginia Tax ID
10-461732464F-001

Geopliant, LLC
901 N. Monroe St. Ste. 1209
ARLINGTON VA 22201
UNITED STATES

Williamson County, TX

Crisis Track Disaster Management 12 month Subscription QUOTE

Item	Description	Quantity	Unit Price	Tax	Amount USD
CTDM14	Crisis Track Disaster Management is an annual subscription based on the population of your jurisdiction. The subscription provides you with an unlimited number of users to collect and view disaster management data within your jurisdiction's boundary. Your subscription includes technical support via email Monday through Friday 8:00am – 5:00pm.	1.00	5,800.00	Tax Exempt	5,800.00
CTRAIN02	Crisis Track System Setup and Onsite Training will initialize the Crisis Track system and provide up to six hours of training. Initializing the Crisis Track System includes one upload of your jurisdictions GIS and/or tax data, employee lists, and equipment lists. The Onsite Training will consist of three two-hour training sessions at your facilities: one for Road/Debris Assessments, one for Building Assessments, and one for administrators on setting up the Crisis Track system.	1.00	2,900.00	Tax Exempt	2,900.00
				Subtotal	8,700.00
				TOTAL USD	8,700.00

Terms

Commissioners Court - Regular Session

34.

Meeting Date: 03/28/2017

Approve Agreement with Elections Systems and Software

Submitted For: Randy Barker

Submitted By: Sydney Richardson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding approval of long-form agreement with Election Systems & Software, LLC for hardware maintenance and iVotronic software license and maintenance to support operations of Williamson County Elections Department (note: sole source purchase granted by minute order of Commissioners Court on September 6, 2016 under agenda item #61).

Background

Requested by Kay Eastes, Deputy Elections Administrator at the Williamson County Elections Office; This sole source was already approved by Commissioners Court, but due to a change in the Vendor's management, the Agreement wasn't included with the initial sole source justification packet. Audit and Legal have reviewed and approved the Agreement. The original sole source justification packet is included for your convenience.

Fiscal Impact

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

Attachments

1 - Agreement

2 - Sole Source Packet

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 03/22/2017

Reviewed By

Wendy Coco

Date

03/22/2017 02:25 PM

Started On: 03/22/2017 01:01 PM

**ELECTION SYSTEMS & SOFTWARE, LLC
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES
AGREEMENT**

THIS HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES AGREEMENT ("Agreement") is made effective as of the date set forth below, by and between Election Systems & Software, LLC, a Delaware Limited Liability Company ("ES&S") and **Williamson County, Texas** ("Customer").

RECITALS:

- A. ES&S has sold to Customer the proprietary voter tabulation equipment ("Equipment") and licensed the software ("Software") described on Attachment 1 and Customer now desires to obtain maintenance services for such Equipment and license, maintenance and support services for such Software.
- B. ES&S has agreed to provide such services, subject to the terms and conditions of this Agreement.
- C. This Agreement supersedes and replaces in their entirety any and all prior agreements between ES&S and Customer respecting maintenance services for such Equipment and license, maintenance and support services for such Software.

NOW, THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference) and the mutual representations, warranties, covenants and agreements set forth below, the parties hereby agree as follows:

**ARTICLE I
GENERAL**

1. **Term; Termination.** This Agreement for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Attachment 1 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Agreement terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least sixty (60) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Agreement. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this Agreement is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance Services and Software License, Maintenance and Support Services under this Agreement, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Attachment 1 for the Initial Term and any Renewal Periods. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Attachment 1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Agreement. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during

the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services. In the event Customer terminates this Agreement through no fault of ES&S and later desires to subscribe for a Hardware Maintenance and Software License, Maintenance and Support plan, or otherwise changes its Hardware Maintenance and Software License, Maintenance and Support plan with ES&S during the Initial Term or any Renewal Period thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, Hardware Maintenance and Software License, Maintenance and Support plan coverage.

ARTICLE II HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Attachment 1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Attachment 1 and shall be due within thirty (30) days after invoice date. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Products. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Attachment 1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Storage.** When not in use, Products should be stored in a clean, secure environment. During operation of the Products, the facility temperature range should be 50° to 104° and the moisture range should be 10% to 50% relative humidity.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III
ANNUAL LICENSE OF SOFTWARE

1. **Grant of License.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer a nonexclusive, nontransferable license for its bona fide full time employees to use the Software and all related operating instructions, user manuals and training materials supplied by ES&S (collectively the "Documentation") in **Williamson County, Texas** ("Jurisdiction"). The license allows Customer to use and copy the Software (in object code only) and the Documentation, solely for the purposes of defining an election and tabulating and reporting election results in the Jurisdiction. The licenses granted in this Section do not permit Customer to use the source code for the ES&S Software. The license does not permit Customer to take any of the following actions:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the Software or Documentation, in whole or in part, to or by any third party including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any coding, programming or layout services) without ES&S' prior written consent; or

c. Cause or permit any change to be made to the Software without ES&S' prior written consent.

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2. **License Fees.** In consideration for ES&S' grant of the license for the ES&S Software described in Section 1, Customer shall pay ES&S the ES&S Software License Fees set forth on Attachment 1. Any license or royalty fees payable to any Third Parties for the use of any third party items are the sole responsibility of Customer.

3. **Term of License.** The licenses granted in Section 1 shall commence upon the delivery of the ES&S Software described in Section 1 and shall continue for a one-year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on Attachment 1. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 1, 2, or 4 with respect to, such license. Upon the termination of either of the licenses granted in Section 1 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

4. **Proprietary Rights.** Customer acknowledges and agrees that ES&S owns all right, title and interest in and to the Software and Documentation, subject to the license granted herein. ES&S likewise owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the Software and Documentation. The Software and Documentation also contain confidential and proprietary trade secrets of ES&S which are protected by law and are of substantial value to ES&S. Customer shall keep the Software and Documentation free and clear of all claims, liens and encumbrances and

shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices which are set forth on the Software, the Documentation, and all permitted copies thereof.

5. **Indemnification By Customer.** To the fullest extent permitted under applicable law, Customer shall indemnify and hold harmless ES&S from and against any and all claims, damages, amounts paid in settlement and reasonable fees and costs (including reasonable attorneys' fees) (collectively "Adverse Consequences") arising out of or relating to the following:

a. Any claim that any of the ES&S Equipment or ES&S Software infringes upon any third party's copyright, trademark or patent existing as of the date hereof (a "Third Party Infringement Claim") resulting from (i) Customer's failure to timely or properly install and use any Update provided to it by ES&S; (ii) the use of any ES&S Equipment or ES&S Software in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such ES&S Equipment or ES&S Software; or (iii) Customer's modification or alteration of any item of ES&S Equipment or ES&S Software without the prior written consent of ES&S;

b. Any claims by Third Parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any Third Party Items; and

c. Customer's election not to receive, or to terminate, ES&S Hardware Maintenance Services or ES&S Software License and Maintenance and Support.

ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 5, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

ARTICLE IV **SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**

1. **Services Provided.** ES&S shall provide maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Attachment 1.

2. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) deliver the Updates to the Customer, (ii) train Customer on Updates, if such training is requested by Customer; (iii) install the Updates or (iv) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in state or local law.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Agreement. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Agreement. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, including a reinstatement charge, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services..

ARTICLE V **MISCELLANEOUS**

1. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement, but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 1, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

2. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. Any action by Customer against ES&S must be commenced within one (1) year after the cause of action has accrued. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the Equipment and Software to achieve Customer's intended results; (b) the use of the Equipment and Software; (c) the results obtained from the use of the Equipment and Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update, or the second most recent Update, provided to it by ES&S or (z) Customer's

election not to receive, or to terminate, the Hardware Maintenance Services or the Software License and Maintenance and Support.

3. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

4. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

5. **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.

6. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including Attachment 1 (which is specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Attachment to this Agreement and these General Terms, the provision contained in the Attachment shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Article II, Section 1(f) and Article III, and Article IV, Sections 1-6 shall survive the termination of this Agreement, to the extent applicable.

7. **Counterparts; Execution By Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

8. **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.

9. **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 one hundred twenty (120) 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.

10. **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

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

12. **Venue and Governing Law:** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

13. **Right to Audit:** SERVICE PROVIDER 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 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 licensee 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. Licensee shall give SERVICE PROVIDER reasonable advance notice of intended audits.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date it is signed by the last of the parties hereto.

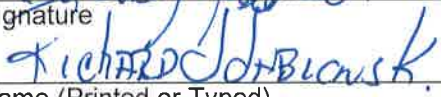
ELECTION SYSTEMS & SOFTWARE, LLC
11208 John Galt Boulevard
Omaha, NE 68137
Fax No.: (402) 970-1291

WILLIAMSON COUNTY, TEXAS
301 S.E. Inner Loop – Suite 104
Georgetown, TX 78626
Fax No.: (512) 943-1634



Signature

Signature




Name (Printed or Typed)

Name (Printed or Typed)

V.P. of Finance

Title

Title



Date

Date

PRICING SUMMARY AND PAYMENT TERMS

<u>Sale Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	Attachment 1	\$196,600.00
ES&S Software License, Maintenance and Support Fees	Attachment 1	\$50,443.50
ES&S Firmware License, Maintenance and Support Fees	Attachment 1	\$93,692.00
Total Maintenance Fees for the Initial Term:		\$340,735.50
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		
Note 2: <u>Invoicing and Payment Terms are as Follows:</u>		
\$170,367.75 was paid on November 21, 2016, Check Number 440666, Invoice Number 983994, for the Coverage Period of October 1, 2016 through September 30, 2017.		
\$170,367.75 due on or before October 31, 2017 for the Coverage Period of October 1, 2017 through September 30, 2018.		
Note 3: In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term.		

Attachment 1

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: October 1, 2016 through September 30, 2018

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
980	15" iVotronic Terminal	10/1/2016 through 9/30/2017	\$95.00	\$93,100.00
2	Model 650 Scanner	10/1/2016 through 9/30/2017	\$2,600.00	\$5,200.00
Total Maintenance Fees for the Coverage Period October 1, 2016 through September 30, 2017				\$98,300.00
980	15" iVotronic Terminal	10/1/2017 through 9/30/2018	\$95.00	\$93,100.00
2	Model 650 Scanner	10/1/2017 through 9/30/2018	\$2,600.00	\$5,200.00
Total Maintenance Fees for the Coverage Period October 1, 2017 through September 30, 2018				\$98,300.00
Total Hardware Maintenance Fees for the Initial Term				\$196,600.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period for "Gold" Coverage Items shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be 150% of the then current maintenance fee per unit.

Note 3: Customer's Designated Location: Williamson County, Texas

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Note 5: Upon expiration of the Initial Term, this Agreement shall automatically renew as set forth in Article I, Section 1.

Hardware Maintenance Services Provided by ES&S Under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. ES&S posts Technical Bulletins available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.

- Replacement of worn or defective with new or remanufactured federally and state certified parts.
- Conducting a final test to verify that the unit is working according to manufacturer's specifications.
- Use of a checklist tailored for each piece of equipment.
- Update of maintenance records which are kept by serial number and available to you through your ES&S Web-based portal.

5. Repair Services.

- Customer receives coverage for interim repair calls.
 - Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of Customer's location if they are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
SOFTWARE**

Initial License and Maintenance Term: October 1, 2016 through September 30, 2018

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
1	Ballot Image Manager (BIM)	10/1/2016 through 9/30/2017	\$2,431.01
1	Election Data Manager (EDM)	10/1/2016 through 9/30/2017	\$3,038.76
1	Election Reporting Manager (ERM)	10/1/2016 through 9/30/2017	\$2,734.89
1	Hardware Programming Manager (HPM)	10/1/2016 through 9/30/2017	\$12,155.06
1	iVotronic Image Manager (iVIM)	10/1/2016 through 9/30/2017	\$4,862.03
Total License, Maintenance and Support Fees for the Coverage Period October 1, 2016 through September 30, 2017			\$25,221.75
1	Ballot Image Manager (BIM)	10/1/2017 through 9/30/2018	\$2,431.01
1	Election Data Manager (EDM)	10/1/2017 through 9/30/2018	\$3,038.76
1	Election Reporting Manager (ERM)	10/1/2017 through 9/30/2018	\$2,734.89
1	Hardware Programming Manager (HPM)	10/1/2017 through 9/30/2018	\$12,155.06
1	iVotronic Image Manager (iVIM)	10/1/2017 through 9/30/2018	\$4,862.03
Total License, Maintenance and Support Fees for the Coverage Period October 1, 2017 through September 30, 2018			\$25,221.75
Total Software License, Maintenance and Support Fees for the Initial Term			\$50,443.50

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE**

Initial License and Maintenance Term: October 1, 2016 through September 30, 2018

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
980	15" iVotronic Terminal	10/1/2016 through 9/30/2017	\$47.20	\$46,256.00
2	Model 650 Scanner	10/1/2016 through 9/30/2017	\$295.00	\$590.00
Total License, Maintenance and Support Fees for the Coverage Period October 1, 2016 through September 30, 2017				\$46,846.00

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
980	15" iVotronic Terminal	10/1/2017 through 9/30/2018	\$47.20	\$46,256.00
2	Model 650 Scanner	10/1/2017 through 9/30/2018	\$295.00	\$590.00
Total License, Maintenance and Support Fees for the Coverage Period October 1, 2017 through September 30, 2018				\$46,846.00
Total Firmware License, Maintenance and Support Fees for the Initial Term				\$93,692.00

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
 - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
 - Customer shall store the Equipment in accordance with ES&S requirements set forth herein.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall have reviewed Training Checklists.
4. Customer shall be responsible for the installation and integration of any third party hardware or software application or system purchased by the customer, unless otherwise agreed upon, in writing, by the parties.
5. Customer shall be responsible for data extraction from Customer voter registration system.
6. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
7. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.

8. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
9. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
10. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.



Max Bricka, CPSM
PURCHASING AGENT / DIRECTOR

8/31/16

Williamson County Commissioners Court

Re: Sole Source recommendation for Election Systems & Software, LLC

Dear County Judge and Commissioners,

Recently our county Elections department made a request for qualifying the **sole source purchase of hardware, software, maintenance services and training for iVotronic voting equipment. These items are supplied by Election Systems & Software, LLC who is the owner, manufacturer, patent holder, and the only provider of their products, software, maintenance and training.**

After reviewing all documentation requested and submitted, **I recommend qualifying this request as a sole source purchase and exempting these goods from competitive bidding requirements per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7),**

The process has included the following:

- Public posting of an RFI in BidSync for 14 days, with no responses received from any other competitor, requiring additional analysis or consideration.
- A signed Sole Source Justification Request from Christopher Davis, Elections Administrator
- A signed letter of justification from the supplier, establishing why they their product / service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A signed letter of recommendation from Christopher Davis, Elections Administrator
- A price quote of requested items / services

The term of this Sole Source exemption will be effective for 36 months from the date of approval.

If you have any questions or concerns, please contact me at any time.

Sincerely,

A handwritten signature in black ink that reads 'Max R. Bricka'.

Purchasing Agent / Director



Welcome Blake.Skiles@wilco.org | [Logout](#)

Need assistance?
Contact us
or call 800.950.9339

[Home](#) [Search](#) [Source](#) [Tools](#)

[Schedule](#) [Task](#) [Note](#)

Vendor view of bid

[Chat](#) | [Description](#)

Bid #1608-110 - Intent To Deem Election Systems & Software LLC As Sole Source Provider

Time Left	closed	# of offers	0
Bid Started	Aug 10, 2016 4:50:16 PM CDT	Notifications	Report (Bidder Activity)
Bid Ended	This bid closed on Aug 25, 2016 3:00:00 PM CDT	# of suppliers viewed	14 (View)
Agency Information	Williamson County, Texas, TX (view agency's bids)	Q & A	Questions & Answers
Department	Purchasing (view department's bids)		
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
Delivery Location	One or more of the following locations Williamson County, Texas No Location Specified		
	Qty 1		
	Expected Expenditure n/a		
View Rules	Click here to change the rules for this bid.		
Bid Packet	Packet for Bid 1608-110 (download)		
Best and Final Offer:	Create		

Approval

View Approval Flow [View Approval Flow](#)
Approval Status [Approved](#)

Description

Bid Number	1608-110
Title	Please Attach Any Supporting Documents To This Line
Contract Duration	One Time Purchase
Budgeted Amount	\$0.00 (change)
Bid Comments	Williamson County, Texas intends to award a sole-source contract with Election Systems & Software LLC for the following item: Ivotronic Voting Devices and related hardware, software, maintenance, & training THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED. Interested parties must show clear and compelling evidence of competitive equivalency in order for alternative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County. If it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow. If no affirmative responses are received by 3:00PM, August 25, 2016 showing clear and compelling evidence of competitive equivalency to the items described herein, an award will be made without further notice. Oral communications are not acceptable in response to this notice.
Description	Please Attach Any Supporting Documents To This Line

Documents

[Select All](#) | [Select None](#) | [Download Selected](#)

1. [Conflict of Interest Form - Local Gov](#) [\(download\)](#)



Williamson County Purchasing Department
901 South Austin Ave.
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

Sole Source Justification Request

This request is for a:

Sole Source Item (goods or services are available from ONLY this supplier due to a unique capability, patent, copyright, secret process, or capability to meet the requirements of the solicitation)

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, all sole source justifications must be approved in Commissioners Court.

Required Documentation that must accompany this request before this purchase can be considered (any missing documentation will result in delays). *Check all included documents:*

- This request form completed and signed
- A written quote from the supplier, listing the goods, services and pricing
- Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are the only Sole Source provider of the service or item
- Notarized Sole source affidavit completed by the supplier
- Signed letter of recommendation from the Elected Official or County Department Head

Requestor Name and County Office / Department: Christopher Davis / Elections Office

Requestor Title: Elections Administrator Requestor Phone Number: ext. 3-1622

Requested Sole Source Supplier:

Company Name: Election Systems & Software, LLC

Contact Name: Mark White

Address 11208 John Galt Blvd.

City: Omaha State: NE Zip Code: 68137

Phone Number: 936-662-0404 Email Address: mrwhite@essvote.com

Website: www.essvote.com

Is the recommended supplier the manufacturer? Yes No

Does the manufacturer sell the item(s) through distributors? Yes No

Description of the Product or Service: (if additional space is needed, include a separate page) *Describe the full scope of work, including installation if required, items should include brand, model and part number if applicable.*

Sale of voting system equipment and the performance of election related services. Maintenance, supplies, ^{hardware} and software used in connection with the voting system equipment and ballot by mail.

Schedule: Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".

October 1, 2016

Estimated Cost: Pricing/cost documentation is attached.

SOLE SOURCE RATIONALE

Complete the following checklist:

The requested supplier is the only source of required item(s) or service(s) because:

Check all that apply:

- The required item or service is proprietary to the supplier
- The recommended supplier holds the patent on the requested item(s)
- The recommended supplier is the only supplier capable of performing the requested service
- A specific item is needed
- To be compatible or interchangeable with existing hardware
- As a spare or replacement hardware
- For the repair or modification of existing hardware
- For technical evaluation or testing

- Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?

If so, please list and describe such attempts:

- There is a substantial risk in selecting another product or service provider.

If so, please describe:

- It is not possible to obtain competitive bids for consideration.

If so, why:

Are there any other companies who can provide the services or needed items?

If so, please list and provide explanation of why they were unable to meet the requirements:

List any other sources, suppliers, products or service providers that you reviewed in your selection process:

List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):

ACKNOWLEDGEMENT

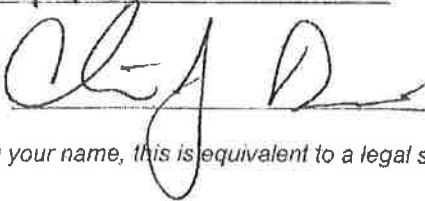
I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.

I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date:

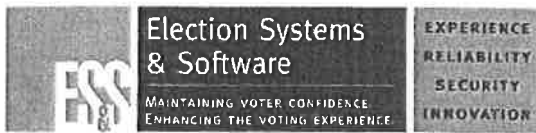
8/8/16

Signature:



* By typing your name, this is equivalent to a legal signature

NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders.



11208 John Galt Boulevard · Omaha, NE 68137 USA
Phone: 402.593.0101 · Toll-Free: 1.800.247.8683 · Fax: 402.593.8107
www.essvote.com

April 29, 2016

Christopher J. Davis
Williamson County, Texas
301 SE Inner Loop
Georgetown TX 78626

RE: Election Systems & Software ("ES&S") Equipment, Software and Support Services

Dear Chris:

This letter is in response to Williamson County, Texas' (the "County") request for information regarding ES&S' proprietary election equipment, proprietary election software and election support services. This letter provides the County with information on ES&S' proprietary iVotronic and ES&S' proprietary Model 650 (the "ES&S Equipment") as well as ES&S' proprietary ES&S Equipment firmware and ES&S Unity® software (collectively the "ES&S Software").

Please be advised that ES&S owns all patents, copyrights and trademarks ("Intellectual Property") associated with the ES&S Equipment. Further, ES&S is the sole and exclusive developer and manufacturer of the ES&S Equipment and only ES&S may sell such equipment in the marketplace. In addition, certain component parts of the ES&S Equipment are proprietary to ES&S and may only be obtained directly from ES&S. As certain component (maintenance) parts of the ES&S Equipment may only be obtained directly from ES&S, only ES&S and ES&S trained technicians can ensure that such ES&S proprietary component parts are installed in the ES&S Equipment. This is important to note as the ES&S Equipment are certified both at the Federal and State level and require the replacement of the same certified component parts which were included in the ES&S Equipment at the time such ES&S Equipment was certified. By purchasing the ES&S Equipment from ES&S as well as utilizing ES&S for the performance of preventative and repair maintenance and support services, the County will be assured that all component parts installed in the ES&S Equipment will be in compliance with both the federal and state certified equipment configuration.

With respect to the ES&S Software, please be advised that ES&S is the sole and exclusive developer and licensor of the ES&S Software. As such, ES&S owns all Intellectual Property in its proprietary ES&S Software. Further only ES&S can provide help desk support services for the ES&S Software as well as provide any and all upgrades, enhancements, maintenance patches and other changes to the ES&S Software as may be required by ES&S or its customers. No other vendor in the marketplace today is authorized to license or provide maintenance and support services for the ES&S Software.

Finally, as ES&S owns all of the Intellectual Property in the ES&S Software only ES&S is able to use its software to perform training, ballot layout, coding and programming

NAME
April 29, 2016
Page: 2

services as well as ballot management services for the County. No other vendor in the market today has the right to use ES&S' Software to perform the foregoing election services.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "T. Hallett".

Timothy J. Hallett
Associate General Counsel



Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Richard J. Jablonski, who after being duly sworn on oath stated the following:

My name is Richard J. Jablonski. My title is VP of Finance.
I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

Sole-source items include:

Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: Voting system, equipment, & software
I am the sole-source supplier of this item because: Proprietary system/Exclusive Control. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 6th day of

May, 2016.
Richard J. Jablonski
[Signature]

Richard J. Jablonski, VP of Finance
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on May 6, 2016, by
Timothy J. Hallett
[Printed Name]

Timothy J. Hallett
[Signature] Notary Public

State of Nebraska - General Notary
TIMOTHY J. HALLETT
My Commission Expires
January 15, 2020

State of Nebraska
My Commission expires on January 15, 2020



Christopher Davis
ELECTIONS ADMINISTRATOR

August 8, 2016

Blake Skiles
Purchasing Specialist II
Williamson County Purchasing
901 S. Austin Ave.
Georgetown, TX 78626

RE: Letter of Recommendation for Voting System Equipment and Election-Related Services from Elections Systems & Software, LLC

Blake,

As directed via your prior correspondence, please consider this letter as my formal recommendation that Williamson County begin the sole source purchasing process for Voting System Equipment and Election-Related Services provided by Elections Systems & Software, LLC.

If I can provide you or your department with any more information, please don't hesitate to contact me.

Sincerely,

Christopher Davis

WILLIAMSON COUNTY
301 S.E. Inner Loop, Suite 104
Georgetown, Texas 78626
Phone 512.943.1630
Fax 512.943.1634
Email cjdavis@wilco.org



May 3, 2016

Christopher J. Davis
Elections Administrator
Williamson County, Texas

Addendum to Sole Source Letter
Williamson County Texas

PRICING: IVOTRONICS

Ivotronic Direct Record Electronic Voting Device (Refurbished only)
(includes terminal, PEB and flashcard)
\$1175.00 each

ADA Ivotronic Direct Record Electronic Voting Device (Refurbished only)
(includes terminal, PEB and flashcard)
\$1275.00 each

Ivotronic Voting Booths

Clamshell Booths (Refurbished only)
\$225.00 each

Real Time Audit Log (RTAL) voting Booths
New \$700.00 each
Refurbished \$525.00 each

Ivotronic related peripherals:

Printer Packs (Refurbished only) \$425.00 each
Flashcards \$75.00 each
PEB's \$75.00 each

PRICING: M-650

M-650 Central Count Ballot Tabulator (new)
(includes scanner, cart, report printer, audit printer, start up kit and dust cover)
\$40,000.00 each

M-650 Central Count Ballot Tabulator (refurbished)
(includes scanner, cart, report printer, audit printer, start up kit and dust cover)
\$20,000.00

PRICING: TRAINING

Equipment Operations Training
Software Training

On Site Training: Conducted at Williamson County Elections Office
\$1575.00 per day

Off Site Training: Conducted at Election Systems & Software facility
\$1000.00 per day

PRICING: BALLOT MANAGEMENT SERVICES

Production and Mailing of By-Mail Ballots and related peripherals
\$1.75 per ballot packet
(Price reflects pricing for all ballots regardless of quantity)

Commissioners Court - Regular Session

35.

Meeting Date: 03/28/2017

Economic Development

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Discuss Pearson Road District.
- c) Discuss North Woods Road District.
- d) Project Columbus Balbo
- e) Mega Site

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/23/2017

Reviewed By

Wendy Coco

Date

03/23/2017 11:21 AM

Started On: 03/23/2017 11:02 AM

Commissioners Court - Regular Session

36.

Meeting Date: 03/28/2017

Executive Session

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss 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.
- r) Discuss the acquisition of real property for Hairy Man Rd.
- s) Discuss the acquisition of real property for SW Bypass.
- t) Discuss the acquisition of real property for Crossroad Acres.

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
- g) Discuss sale of County property on Ronald Reagan Blvd.
- h) Discuss abandonment of County property on CR 123.

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/23/2017

Reviewed By

Wendy Coco

Date

03/23/2017 11:21 AM

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