

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**SEPTEMBER 26TH, 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 – 22 )

5. Discuss, consider and take appropriate action on a line item transfer for District Courts.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM	0100.0435.004132	Court Appt Atty.-Criminal	12,000.00
TO	0100.0435.004131	Court Appt. Atty.-Family	12,000.00

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	0100.0560.003011	Computer Software	\$6,500.00
To	0100.0560.004541	Vehicle Repairs & Maint.	\$6,500.00

7. Discuss, consider and take appropriate action on a line item transfer for County Court at Law #3.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0428-004010	CCL#3/Visiting Judges	\$998
To	0100-0428-003005	CCL#3/Furniture	\$998

8. Discuss, consider and take appropriate action acknowledging line item transfers of \$500.00 of less completed by the County Auditor during Fiscal Year 2017.
9. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
10. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (2) Metal File Cabinet, (2) Wood Book Shelves, (196) Various Law Books, (15) Office Chairs, (4) Hand held Radio's (see attached lists) pursuant to Tx. Local Gov't code 263.152.
11. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, August 2017 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
12. Discuss, consider and take any appropriate action regarding approval or ratification of monthly Treasurer's Report on Williamson County Finances for August 2017 pursuant to Texas Local Government Code §114.026.
13. Discuss, consider and take appropriate action to accept a donation of ballistic body armor plates and plate carriers for the Sheriff's Office from Marilie Walker.
14. Discuss, consider and take any appropriate action regarding approval and receipt of the Standard Agreement with Vista Oaks MUD for off-duty contracting of County Sheriff Deputies.
15. Discuss, consider and take appropriate action regarding request of Constable Precinct One for approval os Cristobal Gutierrez to the new deputy constable position in precinct one pursuant to Texas Local Gov't code 86.011 with a start date of 10/6/17.
16. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 2 under Williamson County Contract between PaveTex Engineering & Testing Inc and Williamson County dated January 10, 2017 for On Call Geotechnical Engineering and Materials Testing.
17. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between Balcones Geotechnical PLLC and Williamson County dated December 1, 2016 for Geotechnical Engineering for the Williamson County Regional Animal Shelter.
18. Discuss consider and take appropriate action on Supplemental Work Authorization No 1 under Williamson County contract between Raba Kistner Inc and Williamson County dated November 10, 2016 for Construction Material Testing and Inspection for Williamson County North Campus Facilities.
19. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 under Williamson County Contract between Raba Kistner Inc and Williamson County dated December 1, 2016 for River Ranch Phase I Improvements.



20. Discuss, consider, and take appropriate action on approval of the final plat for the Sphere Subdivision One subdivision - Pct 3
21. Discuss, consider and take appropriate action regarding the renewal of the Texas Workforce Commission Contract for Constable Pct. 3.
22. Discuss, consider and take appropriate action regarding the renewal of the vehicle usage contract with Austin Materials for Constable Pct. 3 and Pct. 2.

## **REGULAR AGENDA**

23. Discuss, consider and take appropriate action on recognizing the Purchasing Department as the recipient of the 2017 Achievement of Excellence in Public Procurement Award by the National Procurement Institute (NPI).
24. Hear presentation regarding Field of Honor, a Tribute to Service Above Self.
25. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
26. Discuss, consider and take appropriate action on a contract amendment no. 1 for the Corridor A1 (FM1660) project between Williamson County and Kennedy Consulting, Inc. relating to the LRTP Corridor Program.
27. Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of \$65,103.79 for Forest North Phase 1, a Road Bond Project in Commissioner Pct. 1.
28. Discuss, consider, and take any appropriate action regarding Change Order No. 6 in the amount of \$29,148.01 for Forest North Phase 1, a Road Bond Project in Commissioner Pct. 1.
29. Discuss, consider, and take appropriate action regarding a Utility Joint Use Agreement between Frontier Communications and Williamson County for utility relocations on the Inner Loop at Wilco Way, a Road Bond Project in Commissioner Pct. 3.
30. Discuss, consider and take appropriate action on accepting and approving a report on the 355 Texas Avenue (WCCHD Remodel) Project; Change Order #4 in the amount of \$3,113.00 to be paid from the Owner's Contingency for Under Slab Concrete Coring.
31. Discuss, consider and take appropriate action on a First Amendment to Agreement Between Owner and Contractor for the remodel and reconstruction of the Cedar Park Tax Office.
32. Discuss, consider and take appropriate action on an Order Abandoning CR 123.
33. Discuss, consider and take appropriate action on a Development Agreement Regarding Tesoro Subdivision County Road with Tribar, LLC.
34. Discuss, consider, and take appropriate action on the Technology Project Policy.
35. Discuss, consider and take appropriate action on approving public services funding agreements as per the FY'18 adopted budget approved by Commissioners Court on August 29, 2017.

36. Discuss, consider and take appropriate action on approving the proposed 2017-18 contract with Family Eldercare relating to Probate Court Operations for Williamson County Court at Law No. 4.
37. Discuss, consider, and take appropriate action on the Interlocal Contract for Next Generation 9-1-1 Database Program for FY 2018 with the Capital Area Emergency Communications District.
38. Discuss, consider and take appropriate action regarding the Constable & Sheriff Fees for 2018.
39. Discuss, consider and take any appropriate action regarding proposed purchase of radios/equipment for various county departments in the amount of \$1,822,871.57 from Motorola Solutions, Inc. under arrangement with the Houston-Galveston Area Council (acting as the agent for various local governmental entities who are end users under interlocal agreements to solicited quotations and obtain value pricing) to support various health and safety operations of Williamson County. (Note: Funding for departments approved in FY 2018 budget, pursuant to HGAC contract #RA05-15).
40. Discuss, consider, and take any appropriate action designating Tuesdays of each month during Fiscal Year 2018 as the Regular Term or Regular Meeting day of the week of the Williamson County Commissioners Court and all other meetings or sessions of Commissioners Court being Special Terms or Special Meetings; with such meetings being held in the Williamson County Commissioners Courtroom on the second floor of Williamson County Courthouse, 710 Main Street, Georgetown, Texas (unless otherwise amended or provided by the Williamson County Commissioners Court) [Tex. Loc. Gov't Code § 81.005].
41. Discuss, consider and take appropriate action on the Williamson County Environmental Health Services On-Site Sewage Facility (OSSF) Program and Environmental Health Service Program Fees to be effective October 1, 2017 and remain in effect until otherwise amended by the Williamson County Commissioners Court.
42. Discuss, consider and take appropriate action on extending Custodial Services Agreement for the same pricing, terms and conditions as the existing Contract for the term of October 1, 2017 - September 30, 2018 with McLemore Building Maintenance, Inc.
43. Discuss, consider, and take appropriate action on approving agreement between Lobbyguard and Williamson County for Receptionist software and tablets in the amount of \$7,100.00, and authorizing the execution of the agreement.
44. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Vending Machine Services under RFP # 1709-189.
45. Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Ghulan M. Kahn, M.D., for Psychiatric Services at the Williamson County Jail.
46. Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Todd Harris, P.C. for Dental Services at the Williamson County Jail.
47. Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Adam Barta, M.D. for Medical Services at the Williamson County Jail.
48. Discuss, consider, and take appropriate action on extending the Risk Policies Contract Agreement for the same terms and conditions as the existing contract with Texas Association of Counties (TAC) Risk Management Pool to include associated price increases.

49. Discuss, consider and take appropriate action authorizing the County Auditor to make any line item transfers necessary to complete the 2016-2017 budget within individual funds:
50. Discuss, consider and take appropriate action authorizing the County Auditor to transfer sufficient monies from cash ending balance of fiscal year 2016-2017 to balance the county budget for 2017-2018.
51. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for Animal Shelter Donations:

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	\$25,474.71
	0546.0000.367440	Jane's Fund Donations	\$6,821.84
	0546.0000.367441	ASPCA Donations	\$0.00
	0546.0000.367442	Play Yard Donation	\$420.00
	0546.0000.367443	Heart Worm Trmt Donations	\$3,214.01
	0546.0000.367445	Sit Team Donations	\$100.00
	0546.0000.370150	Sale of Pet Care Products	\$1,059.44

52. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment acknowledging additional expenditures for the use of Animal Shelter Donations:

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	\$1,059.44
	0546.0546.003670	Use of Donations	\$25,474.71
	0546.0546.004100	Professional Services	\$6,821.84
	0546.0546.004109	Special Needs	\$0.00
	0546.0546.004232	Training	\$100.00
	0546.0546.004509	Facility Enhancements	\$420.00
	0546.0546.004975	Animal Medical Care	\$3,214.01

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	\$630.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0560.003670	Use of Donations	\$630.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$178.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$178.00

57. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional revenues for the Mobile Outreach Team:

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payments From Other Entities	\$700.00

58. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional expenditures for the Mobile Outreach Team:

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0341.001920	Medical School Stipend	\$555.45
	0100.0341.002010	FICA	\$42.49
	0100.0341.002020	Retirement	\$74.27
	0100.0341.002050	Worker's Comp	\$27.79

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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	0100.0000.367400	Donations	\$50.00
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60. Discuss, consider and take appropriate action on an order decalring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the use of Sheriff's Office Victim's Assistance Donations:

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0560.003671	VA Donations	\$50.00

**EXECUTIVE SESSION**

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

61. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
- a) Business prospect(s) that may locate or expand within Williamson County.
  - b) Discuss Pearson Road District.
  - c) Discuss North Woods Road District.
  - d) Project Columbus Balbo
  - e) Mega Site
  - f) Texas State Gold Depository
  - g) Project New World
  - h) Coop District Development
62. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
- A. Real Estate Owned by Third Parties
- 1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
    - a) Discuss the acquisition of real property for right-of-way for N. 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 Easement interests for the Brushy Creek Trail Project.
    - k) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.
    - l) Discuss the acquisition of a drainage easement for CR 108.
    - m) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
    - n) Discuss the acquisition of real property for CR 278 @ Bagdad Rd.
    - o) Discuss the acquisition of real property for Seward Junction SE Loop.
    - p) Discuss the acquisition of real property for US 183.
    - q) Discuss the acquisition of real property for Hairy Man Rd.
    - r) Discuss the acquisition of real property for SW Bypass.

- s) Discuss the acquisition of real property for Crossroad Acres.
- t) Discuss proposed acquisition of real property on CR 138.
- u) Discuss proposed acquisition of real property at Highland Springs Lane.
- v) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- w) Discuss Cedar Hollow low water crossings and Lost River.
- x) Discuss the acquisition of real property- Condra Funeral Home- Taylor, Texas
- y) Discuss the acquisition of real property- S&D Plumbing- Taylor, Texas
- z) Discuss the acquisition of Real Estate for Tower Site.

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.
- i) Discuss possible sale or exchange of property at 350 Exchange Boulevard, Hutto, Texas
- j) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
- k) Discuss possible sale/disposition of a portion of CR 117.
- l) Discuss possible sale or exchange of property to LCRA.

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

- 63.** Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

- a) Litigation or claims or potential litigation or claims against the County or by the County
- b) Status Update-Pending Cases or Claims;
- c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
- d) Employee/personnel related matters
- e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
- f) 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) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
- l) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
- m) Berry Springs Park and Preserve pipeline
- n) Law relating requests for the closure, abandonment or vacation of roadway(s) in the Woodland Park Subdivision.
- o) Requirements relating to grant of easement to Lone Star Regional Water Authority on Hwy 95
- p) Case No. 1:17-cv-00290, Rodney A. Hurdsmen v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.

q) Civil Action No. 1:17-cv-153-SS, Royce Belcher v. Williamson County, Texas, In The United States District Court for the Western District of Texas, Austin Division.

- 64. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).
- 65. Discuss the deployment or specific occasions for implementation of security personnel or devices in relation to the Williamson County Justice Center (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

- 66. Discuss and take appropriate action concerning economic development.
- 67. Discuss and take appropriate action concerning real estate.
- 68. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
  - a) Litigation or claims or potential litigation or claims against the County or by the County
  - b) Status Update-Pending Cases or Claims;
  - c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
  - d) Employee/personnel related matters
  - e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
  - f) 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) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
  - l) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
  - m) Berry Springs Park and Preserve pipeline
  - n) Law relating requests for the closure, abandonment or vacation of roadway(s) in the Woodland Park Subdivision.
  - o) Requirements relating to grant of easement to Lone Star Regional Water Authority on Hwy 95
  - p) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
  - q) Civil Action No. 1:17-cv-153-SS, Royce Belcher v. Williamson County, Texas, In The United States District Court for the Western District of Texas, Austin Division.
- 69. Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.

**70.**      Comments from Commissioners.

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Dan A. Gattis, County Judge

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



**Commissioners Court - Regular Session****5.****Meeting Date:** 09/26/2017

Line Item Transfer for District Courts

**Submitted By:** Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Consent

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**Information****Agenda Item**

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

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM	0100.0435.004132	Court Appt Atty.-Criminal	12,000.00
TO	0100.0435.004131	Court Appt. Atty.-Family	12,000.00

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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 09/19/2017

**Reviewed By**

Wendy Coco

**Date**

09/19/2017 03:04 PM

Started On: 09/15/2017 03:59 PM

**Commissioners Court - Regular Session****6.****Meeting Date:** 09/26/2017

Line item transfer for County Sheriff

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

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**Information****Agenda Item**

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

**Background**

The line item transfer is requested because the Auditors moved a purchase originally made out of seized funds into the 0560 budget and there are not enough funds to cover the transfer.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0560.003011	Computer Software	\$6,500.00
To	0100.0560.004541	Vehicle Repairs & Maint	\$6,500.00

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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Peggy Braun

Final Approval Date: 09/20/2017

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

09/20/2017 03:40 PM

09/20/2017 05:06 PM

Started On: 09/20/2017 09:42 AM

**Commissioners Court - Regular Session****7.****Meeting Date:** 09/26/2017

Line Item Transfer

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for County Court at Law #3.

**Background**

Judge Arnold needs to purchase replacement furniture for broken/damaged items.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0428-004010	CCL#3/Visiting Judges	\$998
To	0100-0428-003005	CCL#3/Furniture	\$998

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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 09/21/2017

**Reviewed By**

Wendy Coco

**Date**

09/21/2017 11:54 AM

Started On: 09/21/2017 11:41 AM

**Commissioners Court - Regular Session****8.****Meeting Date:** 09/26/2017

Line Item Transfers of \$5 or Less Fiscal Year 2017

**Submitted For:** Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action acknowledging line item transfers of \$500.00 or less completed by the County Auditor during Fiscal Year 2017.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**FY17 LIT \$500 or Less

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 09/21/2017

**Reviewed By**

Wendy Coco

**Date**

09/21/2017 09:39 AM

Started On: 09/20/2017 04:28 PM

## FY17 LIT's Equal to or Less Than \$500

<i><b>Dept</b></i>	<i><b>From/To</b></i>	<i><b>Line #</b></i>				<i><b>Amount</b></i>
Non-Departmental	From	01	0100	0409	003900	\$179.95
	To	01	0100	0409	004912	\$179.95
County Auditor	From	01	0100	0495	003010	\$292.23
	To	01	0100	0495	004505	\$292.23
Williamson County Buildings	From	01	0100	0509	004999	\$500.00
	To	01	0100	0509	001109	\$500.00
Health District	From	01	0100	0630	004211	\$0.04
	To	01	0100	0630	004704	\$0.04
HAZ-MAT	From	01	0100	0542	004999	\$100.00
	To	01	0100	0542	004412	\$100.00
Outreach Department	From	01	0100	0341	003005	\$300.00
	To	01	0100	0341	003011	\$177.00
	To	01	0100	0341	003010	\$123.00
Outreach Department	From	01	0100	0341	003006	\$300.00
	To	01	0100	0341	003005	\$300.00
Non-Departmental	From	01	0100	0409	004913	\$498.00
	To	01	0100	0409	004350	\$498.00
Animal Services	From	01	0545	0545	001107	\$200.00
	To	01	0545	0545	001110	\$200.00
Infrastructure Department	From	01	0100	0215	004212	\$75.00
	To	01	0100	0215	004231	\$75.00
District Attorney	From	01	0100	0440	004999	\$1.55
	To	01	0100	0440	001110	\$1.55
Elections	From	01	0100	0492	004610	\$200.00
	From	01	0100	0492	004251	\$200.00
	To	01	0100	0492	004310	\$400.00
County Court at Law 2	From	01	0100	0427	004999	\$39.00
	To	01	0100	0427	002080	\$39.00
Human Resources	From	01	0100	0402	003900	\$295.42

<b>Dept</b>	<b>From/To</b>	<b>Line #</b>				<b>Amount</b>
	To	01	0100	0402	003006	\$295.42
Animal Services	From	01	0545	0545	001107	\$0.62
	To	01	0545	0545	001110	\$0.62
County Courts at Law	From	01	0100	0425	004999	\$75.00
	To	01	0100	0425	002050	\$75.00
Emergency Management	From	01	0100	0541	004621	\$205.00
	To	01	0100	0541	004209	\$200.00
	To	01	0100	0541	004216	\$5.00
425th District Court	From	01	0100	0441	004999	\$69.99
	To	01	0100	0441	004208	\$69.99
368th District Court	From	01	0100	0438	004999	\$0.50
	To	01	0100	0438	003006	\$0.50
Election Discretionary Dept	From	01	0376	0376	004251	\$400.00
	To	01	0376	0376	003900	\$400.00
Emergency Management	From	01	0100	0541	000571	\$500.00
	To	01	0100	0541	003003	\$500.00
DPS-ABC GTOWN	From	01	0100	0409	004998	\$300.00
	To	01	0100	0562	004211	\$300.00
County Atty	From	01	0100	0475	004902	\$195.40
	To	01	0100	0475	003311	\$195.40
JP 4	From	01	0100	0454	004002	\$300.00
	To	01	0100	0454	004141	\$300.00
Jail	From	01	0100	0570	003316	\$0.80
	To	01	0100	0570	004413	\$0.80
County Clerk	From	01	0100	0403	003100	\$58.00
	To	01	0100	0403	004212	\$58.00
County Clerk	From	01	0100	0404	003100	\$138.00
	To	01	0100	0404	004212	\$138.00
Elections	From	01	0100	0492	004251	\$500.00

<i>Dept</i>	<i>From/To</i>	<i>Line #</i>				<i>Amount</i>
	To	01	0100	0492	004541	\$500.00
County Court at Law #2	From	01	0100	0427	003010	\$61.99
	To	01	0100	0427	004350	\$61.99
Constable Pct. 4	From	01	0100	0554	004999	\$252.12
	To	01	0100	0554	004414	\$252.12
Tax	From	01	0100	0499	004208	\$300.00
	To	01	0100	0499	003120	\$300.00
URS	From	01	0200	0210	004920	\$270.00
	To	01	0200	0210	003006	\$270.00
Facilities	From	01	0100	0509	004999	\$350.00
	To	01	0100	0509	004212	\$350.00
County Clerk	From	01	0100	0404	003100	\$20.00
	To	01	0100	0404	003006	\$20.00
Non-Departmental	From	01	0100	0409	004999	\$6.91
	To	01	0100	0409	004605	\$6.91
AG EXT Service	From	01	0100	0665	003100	\$500.00
	To	01	0100	0665	004621	\$500.00
EMS	From	01	0100	0540	003001	\$50.00
	To	01	0100	0540	003601	\$50.00
County Judge	From	01	0100	0400	003100	\$20.93
	To	01	0100	0400	003010	\$20.93
Tax	From	01	0100	0499	004212	\$300.00
	To	01	0100	0499	004350	\$300.00
County Attorney	From	01	0100	0475	003900	\$203.50
	To	01	0100	0475	004410	\$203.50
Elections	From	01	0100	0492	004999	\$286.06
	To	01	0100	0492	004621	\$286.06
URS	From	01	0200	0210	005711	\$500.00

<i>Dept</i>	<i>From/To</i>	<i>Line #</i>				<i>Amount</i>
	To	01	0200	0210	004991	\$500.00
URS	From	01	0200	0210	005711	\$0.08
	To	01	0200	0210	004419	\$0.08
Tax	From	01	0100	0499	004544	\$179.44
	To	01	0100	0499	003901	\$179.44
County Court at Law 3	From	01	0100	0428	004999	\$76.00
	To	01	0100	0428	004212	\$76.00
County Attorney	From	01	0100	0475	004902	\$385.00
	To	01	0100	0475	004505	\$385.00
Jail	From	01	0100	0570	004999	\$350.00
	To	01	0100	0570	004510	\$350.00
Purchasing	From	01	0100	0494	003120	\$200.00
	To	01	0100	0494	003100	\$200.00
JP 2	From	01	0100	0452	004544	\$187.74
	To	01	0100	0452	003100	\$187.74
Auditor	From	01	0100	0495	004999	\$93.00
	To	01	0100	0495	004410	\$93.00
Pct. 1 Constable	From	01	0100	0551	003901	\$200.00
	To	01	0100	0551	004410	\$200.00
Animal Shelter	From	01	0545	0545	003006	\$240.27
	To	01	0545	0545	003005	\$240.27
JP 2	From	01	0100	0452	004544	\$187.74
	To	01	0100	0452	003100	\$187.74
Haz-Mat	From	01	0100	0542	004999	\$115.96
	To	01	0100	0542	004414	\$115.96
911 Communications	From	01	0100	0581	003100	\$125.00
	To	01	0100	0581	004705	\$125.00
Pct. 4 Constable	From	01	0100	0554	003003	\$500.00
	To	01	0100	0554	004999	\$100.00
	To	01	0100	0554	004350	\$400.00
Emergency Services	From	01	0100	0583	003011	\$299.99



<i>Dept</i>	<i>From/To</i>	<i>Line #</i>				<i>Amount</i>
	To	01	0100	0583	003005	\$299.99
Sheriff's Office	From	01	0100	0560	005008	\$300.00
	To	01	0100	0560	003010	\$300.00
Sheriff's Office	From	01	0100	0560	005008	\$400.00
	To	01	0100	0560	003006	\$400.00
Sheriff's Office	From	01	0100	0560	005008	\$380.00
	To	01	0100	0560	003005	\$380.00
Facilities	From	01	0100	0509	004510	\$444.87
	To	01	0100	0509	003001	\$444.87
Wireless Communications	From	01	0100	0587	004541	\$111.40
	To	01	0100	0587	004414	\$111.40
Radio Communications	From	01	0507	0507	004999	\$100.00
	To	01	0507	0507	004610	\$100.00
Radio Communications	From	01	0507	0507	004999	\$250.00
	To	01	0507	0507	004610	\$250.00
Infrastructure	From	01	0100	0215	004541	\$100.00
	To	01	0100	0215	004231	\$100.00
District Courts	From	01	0100	0435	004999	\$92.00
	To	01	0100	0435	002050	\$92.00
Pct. 1 Constable	From	01	0100	0551	004410	\$137.88
	To	01	0100	0551	003901	\$137.88

<i>Dept</i>	<i>From/To</i>	<i>Line #</i>					<i>Amount</i>
Tax	From	01	0100	0499	003006	\$100.00	
	To	01	0100	0499	003900	\$100.00	
ITS	From	01	0100	0503	004999	\$121.49	
	To	01	0100	0503	004510	\$121.49	
Pct. 1 Constable	From	01	0100	0551	003901	\$164.83	
	To	01	0100	0551	001110	\$164.83	
MOT	From	01	0100	0341	005730	\$450.00	
	To	01	0100	0341	004505	\$450.00	
425th District Court	From	01	0100	0435	004933	\$10.00	
	To	01	0100	0435	004999	\$10.00	
MOT	From	01	0100	0341	004999	\$120.00	
	To	01	0100	0341	003010	\$120.00	
County Attorney	From	01	0100	0475	004902	\$19.00	
	To	01	0100	0475	003311	\$19.00	
County Attorney	From	01	0100	0475	004902	\$225.00	
	To	01	0100	0475	004505	\$225.00	
County Attorney	From	01	0100	0475	003900	\$79.75	
	To	01	0100	0475	004410	\$79.75	
County Attorney	From	01	0100	0475	004902	\$405.00	
	To	01	0100	0475	004505	\$405.00	
Auditor	From	01	0100	0495	003005	\$411.97	
	To	01	0100	0495	003006	\$411.97	
Personal Bonds	From	01	0100	0476	004999	\$300.00	
	To	01	0100	0476	003005	\$300.00	
Personal Bonds	From	01	0100	0476	004350	\$499.00	
	To	01	0100	0476	003010	\$499.00	
Personal Bonds	From	01	0100	0476	003006	\$250.00	
	To	01	0100	0476	003010	\$250.00	
Magistrate	From	01	0100	0477	004999	\$499.00	
	To	01	0100	0477	003100	\$499.00	

<b>Dept</b>	<b>From/To</b>	<b>Line #</b>				<b>Amount</b>
Magistrate	From	01	0100	0477	004350	\$499.00
	To	01	0100	0477	003010	\$499.00
Magistrate	From	01	0100	0477	003006	\$65.05
	To	01	0100	0477	003010	\$65.05
JP 4	From	01	0100	0454	004621	\$260.00
	From	01	0100	0454	004500	\$225.00
	To	01	0100	0454	003901	\$485.00
URS	From	01	0200	0210	003005	\$270.00
	To	01	0200	0210	003006	\$270.00
Tax	From	01	0100	0499	004216	\$108.75
	To	01	0100	0499	004100	\$108.75
911 Communications	From	01	0100	0581	003318	\$14.68
	To	01	0100	0581	004231	\$14.68
EMS	From	01	0100	0540	003001	\$200.00
	To	01	0100	0540	003110	\$200.00
District Clerk	From	01	0100	0450	003100	\$4.50
	To	01	0100	0450	003901	\$4.50
Pct. 2 Constable	From	01	0100	0552	004999	\$77.00
	To	01	0100	0552	004410	\$77.00
Commssioner 3	From	01	0100	0213	004999	\$69.44
	To	01	0100	0213	004410	\$69.44
Auditor	From	01	0100	0495	003010	\$307.98
	To	01	0100	0495	003005	\$28.79
	To	01	0100	0495	003006	\$279.19
County Attorney	From	01	0100	0475	004902	\$28.50
	To	01	0100	0475	003311	\$28.50

<i>Dept</i>	<i>From/To</i>	<i>Line #</i>				<i>Amount</i>
Elections	From	01	0100	0492	004251	\$500.00
	To	01	0100	0492	004209	\$500.00
Elections	From	01	0376	0376	004506	\$500.00
	To	01	0376	0376	003011	\$500.00
Elections	From	01	0100	0492	004212	\$166.00
	To	01	0100	0492	004216	\$166.00
Tax	From	01	0100	0499	004544	\$126.00
	To	01	0100	0499	004410	\$126.00
EMS	From	01	0100	0540	003001	\$130.00
	To	01	0100	0540	003006	\$130.00
HR	From	01	0100	0402	003900	\$109.75
	To	01	0100	0402	004350	\$109.75
JP 2	From	01	0100	0452	003901	\$500.00
	To	01	0100	0452	003100	\$500.00
URS	From	01	0200	0210	002080	\$315.00
	To	01	0200	0210	004705	\$315.00
County Court at Law 2	From	01	0100	0427	003006	\$207.00
	To	01	0100	0427	003005	\$207.00
HR	From	01	0100	0402	003900	\$499.99
	To	01	0100	0402	003006	\$499.99
Tax	From	01	0100	0499	004212	\$500.00
	To	01	0100	0499	003120	\$500.00
Haz-Mat	From	01	0100	0542	004100	\$180.00
	To	01	0100	0542	003900	\$180.00
Purchasing	From	01	0100	0494	003010	\$300.00
	To	01	0100	0494	003100	\$300.00
Elections	From	01	0100	0492	004251	\$284.00
	To	01	0100	0492	004410	\$284.00
Pct. 4 Constable	From	01	0100	0554	003003	\$185.00

<i>Dept</i>	<i>From/To</i>	<i>Line #</i>				<i>Amount</i>
	To	01	0100	0554	004350	\$185.00
Emergency Management	From	01	0100	0541	004999	\$75.00
	To	01	0100	0541	004212	\$75.00
Auditor	From	01	0100	0495	003010	\$199.00
	To	01	0100	0495	003006	\$199.00
425th District Court	From	01	0100	0435	004212	\$50.00
	To	01	0100	0435	004999	\$50.00
JP 1	From	01	0100	0451	003100	\$304.00
	To	01	0100	0451	004544	\$304.00
Tax	From	01	0100	0499	004500	\$389.25
	To	01	0100	0499	004621	\$389.25
277th District Court	From	01	0100	0437	004010	\$500.00
	To	01	0100	0437	003100	\$500.00
Animal Shelter	From	01	0545	0545	003010	\$39.96
	To	01	0545	0545	003011	\$39.96
County Court at Law 3	From	01	0100	0428	004999	\$224.00
	To	01	0100	0428	004212	\$224.00
County Court at Law 3	From	01	0100	0428	004010	\$50.00
	To	01	0100	0428	004212	\$50.00
425th District Court	From	01	0100	0435	003120	\$100.00
	To	01	0100	0435	004999	\$100.00
Pct. 3 Constable	From	01	0100	0553	003005	\$110.00
	To	01	0100	0553	003010	\$110.00
425th District Court	From	01	0100	0435	004232	\$308.05
	To	01	0100	0435	004934	\$308.05
Jail	From	01	0100	0570	003006	\$100.00

<i>Dept</i>	<i>From/To</i>	<i>Line #</i>				<i>Amount</i>
	To	01	0100	0570	003005	\$100.00
425th District Court	From	01	0100	0435	004232	\$33.07
	To	01	0100	0435	004999	\$33.07
Commissioner 2	From	01	0100	0212	003901	\$100.00
	To	01	0100	0212	004999	\$100.00
Parks	From	01	0100	0510	004542	\$350.00
	To	01	0100	0510	003553	\$350.00
ITS	From	01	0100	0503	004999	\$271.81
	To	01	0100	0503	004541	\$271.81
Veteran Services	From	01	0100	0405	004999	\$300.00
	From	01	0100	0405	004231	\$10.00
	To	01	0100	0405	004430	\$310.00
County Court at Law 1	From	01	0100	0426	003005	\$500.00
	To	01	0100	0426	004010	\$500.00
Non-Departmental	From	01	0100	0409	004989	\$299.99
	To	01	0100	0409	003005	\$299.99
County Attorney	From	01	0100	0475	004902	\$30.21
	To	01	0100	0475	004705	\$30.21
Commissioner 4	From	01	0100	0214	004999	\$150.00
	To	01	0100	0214	004211	\$150.00
Tax	From	01	0100	0499	004500	\$78.14
	To	01	0100	0499	003010	\$78.14
Constable Pct. 3	From	01	0100	0553	004350	\$370.00
	To	01	0100	0553	003010	\$370.00
911 Communications	From	01	0100	0581	004999	\$62.54
	To	01	0100	0581	004621	\$62.54
Constable Pct. 1	From	01	0100	0551	004718	\$500.00
	To	01	0100	0551	003008	\$500.00
JP 1	From	01	0100	0451	003100	\$192.56

<i>Dept</i>	<i>From/To</i>	<i>Line #</i>				<i>Amount</i>
	To	01	0100	0451	004621	\$192.56
EMS	From	01	0100	0540	003001	\$500.00
	To	01	0100	0540	000310	\$500.00
Juvenile Services	From	01	0100	0576	004100	\$400.00
	To	01	0100	0576	003101	\$400.00
Tax	From	01	0100	0499	004212	\$325.00
	To	01	0100	0499	003120	\$325.00
Emergency Management	From	01	0100	0541	005741	\$500.00
	To	01	0100	0541	003301	\$500.00
Constable Pct. 1	From	01	0100	0551	003901	\$500.00
	To	01	0100	0551	004350	\$500.00
Constable Pct. 1	From	01	0100	0551	004212	\$300.00
	To	01	0100	0551	004350	\$300.00
County Court at Law 2	From	01	0100	0427	003006	\$95.00
	To	01	0100	0427	003900	\$95.00
JP 1	From	01	0100	0451	003006	\$300.00
	From	01	0100	0451	004212	\$99.05
	To	01	0100	0451	004621	\$399.05
District Attorney	From	01	0100	0440	004999	\$250.00
	To	01	0100	0440	004210	\$250.00
County Judge	From	01	0100	0400	003100	\$58.29
	To	01	0100	0400	003901	\$58.29
911 Communications	From	01	0100	0581	003120	\$300.00
	To	01	0100	0581	004621	\$300.00
Fleet Maintenance	From	01	0882	0882	004541	\$100.00
	To	01	0882	0882	004513	\$100.00
JP 3	From	01	0100	0453	004350	\$200.00

<i>Dept</i>	<i>From/To</i>	<i>Line #</i>				<i>Amount</i>
	To	01	0100	0453	003005	\$200.00
County Judge	From	01	0100	0400	004410	\$66.00
	To	01	0100	0400	004621	\$66.00
Constable Pct 2	From	01	0100	0552	003901	\$191.50
	To	01	0100	0552	004410	\$191.50
County Judge	From	01	0100	0400	003010	\$43.93
	From	01	0100	0400	004212	\$51.07
	To	01	0100	0400	004999	\$95.00
Emergency Services Department	From	01	0200	0583	004212	\$25.00
	To	01	0200	0583	003900	\$25.00
JP 4	From	01	0100	0554	003003	\$100.00
	To	01	0100	0554	003001	\$100.00
Animal Shelter	From	01	0545	0545	003100	\$69.99
	To	01	0545	0545	004212	\$69.99
County Judge	From	01	0100	0400	003100	\$34.00
	To	01	0100	0400	004410	\$34.00
Constable Pct. 1	From	01	0100	0551	004705	\$169.00
	To	01	0100	0551	004805	\$169.00
911 Communications	From	01	0100	0581	004500	\$420.00
	To	01	0100	0581	003001	\$420.00
JP 1	From	01	0100	0451	004212	\$100.00
	To	01	0100	0451	003100	\$100.00
EMS	From	01	0100	0540	003001	\$100.00
	To	01	0100	0540	003601	\$100.00
Constable Pct. 1	From	01	0100	0551	004705	\$169.00
	To	01	0100	0551	004850	\$169.00
Tax	From	01	0100	0499	004208	\$10.00



<i>Dept</i>	<i>From/To</i>	<i>Line #</i>				<i>Amount</i>
	To	01	0100	0499	004999	\$10.00
Parks	From	01	0100	0510	003001	\$120.00
	To	01	0100	0510	003553	\$120.00
Juvenile	From	01	0100	0576	002050	\$761.44
Infrastructure	To	01	0100	0215	002050	\$107.92
District Attorney	To	01	0100	0440	002050	\$67.11
County Attorney	To	01	0100	0475	002050	\$96.20
Elections	To	01	0100	0492	002050	\$429.92
Wireless	To	01	0100	0587	002050	\$22.61
Ag Extension	To	01	0100	0665	002050	\$37.68
County Attorney	From	01	0100	0475	003900	\$205.50
	To	01	0100	0475	004410	\$205.50
WC Historical Commission	From	01	0100	0636	004542	\$64.00
	To	01	0100	0636	004212	\$64.00
Personal Bond	From	01	0100	0476	004350	\$500.00
	To	01	0100	0476	001125	\$500.00
Infrastructure	From	01	0100	0215	004999	\$200.00
	To	01	0100	0215	004541	\$200.00
District Clerk	From	01	0100	0450	004350	\$500.00
	To	01	0100	0450	003010	\$500.00
District Clerk	From	01	0100	0450	003100	\$184.00
	To	01	0100	0450	003010	\$184.00
Constable Pct. 1	From	01	0100	0551	003003	\$500.00
	To	01	0100	0551	003006	\$500.00
Non Departmental	From	01	0100	0409	004998	\$375.00
Personal Bond	To	01	0100	0476	003006	\$375.00
County Clerk	From	01	0100	0403	004231	\$40.97
	To	01	0100	0403	004211	\$40.97
County Judge	From	01	0100	0400	004211	\$32.00
	To	01	0100	0400	003901	\$32.00
Constable Pct. 1	From	01	0100	0551	004850	\$84.46

<i>Dept</i>	<i>From/To</i>	<i>Line #</i>				<i>Amount</i>
	To	01	0100	0551	003008	\$84.46
911 Communications	From	01	0100	0581	004500	\$390.00
	To	01	0100	0581	004510	\$390.00
Constable Pct. 1	From	01	0100	0551	003003	\$450.00
	To	01	0100	0551	004350	\$450.00
County Clerk Judicial	From	01	0100	0404	003100	\$250.00
	To	01	0100	0404	003010	\$250.00
Animal Shelter Donation Fund	From	01	0546	0546	002030	\$40.60
	To	01	0546	0546	002050	\$40.60
Juvenile Services	From	01	0100	0576	004100	\$500.00
	To	01	0100	0576	003101	\$500.00
Tax	From	01	0100	0499	004212	\$20.00
	To	01	0100	0499	003900	\$20.00
Tax	From	01	0100	0499	004212	\$60.00
	To	01	0100	0499	003900	\$60.00
Constable Pct. 3	From	01	0100	0553	003901	\$100.00
	To	01	0100	0553	003010	\$100.00
Fleet	From	01	0882	0882	003302	\$500.00
	To	01	0882	0882	004513	\$225.06
	To	01	0882	0882	003523	\$274.94
MOT	From	01	0100	0341	005730	\$451.00
	To	01	0100	0341	003010	\$451.00
Tax	From	01	0100	0499	004212	\$70.00
	To	01	0100	0499	003900	\$70.00
Constable Pct. 1	From	01	0100	0551	003003	\$450.00
	To	01	0100	0551	004350	\$450.00

<i>Dept</i>	<i>From/To</i>	<i>Line #</i>	<i>Amount</i>
Constable Pct. 1	From	01 0100 0551 003901	\$497.29
	To	01 0100 0551 003006	\$497.29
County Attorney	From	01 0100 0475 004902	\$469.50
	To	01 0100 0475 004350	\$469.50
911 Communications	From	01 0100 0581 003005	\$318.00
	To	01 0100 0581 003001	\$318.00
County Court at Law 4	From	01 0100 0429 004999	\$135.00
	To	01 0100 0429 003900	\$135.00
Emergency Services	From	01 0100 0583 003010	\$200.00
	To	01 0100 0583 003006	\$200.00
Constable Pct. 4	From	01 0100 0554 003003	\$500.00
	To	01 0100 0554 003008	\$500.00
Constable Pct. 1	From	01 0100 0551 003003	\$41.94
	To	01 0100 0551 004410	\$41.94

<i><b>Dept</b></i>	<i><b>From/To</b></i>	<i><b>Line #</b></i>				<i><b>Amount</b></i>
Fleet	From	01	0882	0882	003318	\$438.55
	To	01	0882	0882	004543	\$438.55
WC Historical Commission	From	01	0100	0636	004100	\$300.00
	To	01	0100	0636	004542	\$300.00
WC Historical Commission	From	01	0100	0636	004310	\$350.00
	To	01	0100	0636	004542	\$350.00
Animal Shelter	From	01	0545	0545	003001	\$28.85
	To	01	0545	0545	003006	\$28.85
Constable Pct. 1	From	01	0100	0551	004718	\$26.29
	To	01	0100	0551	004350	\$26.29
Animal Shelter	From	01	0545	0545	003100	\$89.99
	To	01	0545	0545	003005	\$89.99
Non Departmental	From	01	0100	0409	004998	\$339.99
	To	01	0100	0409	003005	\$339.99
Facilities	From	01	0100	0509	003005	\$47.85
	To	01	0100	0509	004350	\$47.85
EMS	From	01	0100	0540	004610	\$150.00
	To	01	0100	0540	003307	\$150.00
Fleet	From	01	0882	0882	003318	\$115.89
	To	01	0882	0882	004543	\$115.89
Facilities	From	01	0100	0509	004505	\$400.00
	To	01	0100	0509	004999	\$400.00
Juvenile Services	From	01	0100	0576	004510	\$100.00
	To	01	0100	0576	003001	\$100.00
	From	01	0100	0576	004543	\$100.00
	To	01	0100	0576	003001	\$100.00
Purchasing	From	01	0100	0494	003010	\$100.00
	To	01	0100	0494	003900	\$100.00
District Attorney	From	01	0100	0440	004216	\$500.00
	To	01	0100	0440	004623	\$500.00
Constable Pct. 1	From	01	0100	0551	004212	\$28.72

<i>Dept</i>	<i>From/To</i>	<i>Line #</i>				<i>Amount</i>
	To	01	0100	0551	003004	\$28.72
Constable Pct. 1	From	01	0100	0551	004210	\$40.00
	To	01	0100	0551	004350	\$40.00
County Attorney	From	01	0100	0475	004902	\$62.70
	To	01	0100	0475	003311	\$62.70
County Judge	From	01	0100	0400	003100	\$249.99
	To	01	0100	0400	003006	\$249.99
Auditor	From	01	0100	0495	003100	\$29.99
	To	01	0100	0495	003010	\$29.99
911 Communications	From	01	0100	0581	004500	\$184.48
	To	01	0100	0581	004211	\$184.48
EMS	From	01	0100	0540	004541	\$410.90
	To	01	0100	0540	005700	\$410.90
District Attorney	From	01	0100	0440	004236	\$300.00
	To	01	0100	0440	004621	\$300.00
Animal Shelter	From	01	0545	0545	003100	\$117.50
	To	01	0545	0545	004211	\$117.50
Tax	From	01	0100	0499	004212	\$500.00
	To	01	0100	0499	004350	\$500.00
County Court at Law #4	From	01	0100	0429	004100	\$500.00
	To	01	0100	0429	004141	\$500.00

<i><b>Dept</b></i>	<i><b>From/To</b></i>	<i><b>Line #</b></i>				<i><b>Amount</b></i>
JP 3	From	01	0100	0453	004350	\$120.00
	To	01	0100	0453	003005	\$120.00
District Clerk	From	01	0100	0450	004999	\$13.41
	To	01	0100	0450	003001	\$13.41
District Clerk Records Mgmt	From	01	0386	0386	004550	\$45.04
	To	01	0386	0386	003010	\$45.04
EMS	From	01	0100	0540	004610	\$500.00
	To	01	0100	0540	004231	\$500.00
Wireless Communications	From	01	0507	0507	004100	\$52.56
	To	01	0507	0507	002020	\$33.43
	To	01	0507	0507	002010	\$19.13
Wireless Communications	From	01	0507	0507	004100	\$250.00
	To	01	0507	0507	001110	\$250.00
	From	01	0507	0507	004541	\$250.00
	To	01	0507	0507	004999	\$250.00
Tax	From	01	0100	0499	003005	\$500.00
	To	01	0100	0499	003120	\$500.00
26th District Court	From	01	0100	0436	004999	\$300.00
	To	01	0100	0436	004232	\$300.00
EMS	From	01	0100	0540	004610	\$500.00
	To	01	0100	0540	003318	\$500.00
Auditor	From	01	0100	0495	003100	\$71.80
	To	01	0100	0495	004310	\$71.80
911 Communications	From	01	0100	0581	004500	\$236.00
	To	01	0100	0581	004705	\$236.00
Non-Departmental	From	01	0100	0409	004100	\$377.69
	To	01	0100	0409	003006	\$377.69
County Clerk	From	01	0100	0404	003100	\$50.00
	To	01	0100	0404	004211	\$50.00
Constable Pct. 4	From	01	0100	0554	003003	\$311.86
	To	01	0100	0554	004350	\$311.86

<b>Dept</b>	<b>From/To</b>	<b>Line #</b>	<b>Amount</b>
Constable Pct. 1	From	01 0100 0551 003003	\$500.00
	To	01 0100 0551 004232	\$500.00

<i>Dept</i>	<i>From/To</i>	<i>Line #</i>				<i>Amount</i>
HazMat	From	01	0100	0542	004999	\$100.00
	To	01	0100	0542	004500	\$100.00
	From	01	0100	0542	004999	\$50.00
	To	01	0100	0542	004231	\$50.00
Emergency Management	From	01	0100	0541	004212	\$50.00
	To	01	0100	0541	004999	\$50.00
	From	01	0100	0541	004210	\$500.00
	To	01	0100	0541	004505	\$500.00
URS	From	01	0200	0210	003550	\$400.00
	To	01	0200	0210	004999	\$400.00
Purchasing	From	01	0100	0494	003005	\$50.00
	To	01	0100	0494	004621	\$50.00
Animal Shelter	From	01	0545	0545	004810	\$25.00
	To	01	0545	0545	004500	\$25.00
Sheriff's Office	From	01	0100	0560	004231	\$500.00
	To	01	0100	0560	003008	\$500.00
District Attorney	From	01	0100	0440	004932	\$500.00
	To	01	0100	0440	003100	\$500.00
JP 4	From	01	0100	0454	003120	\$100.00
	To	01	0100	0454	004211	\$100.00
26th District Court	From	01	0100	0436	004350	\$125.00
	To	01	0100	0436	004232	\$125.00
Juvenile Services	From	01	0100	0576	003101	\$500.00
	To	01	0100	0576	003100	\$500.00
District Attorney	From	01	0100	0440	004932	\$500.00
	To	01	0100	0440	003005	\$500.00
Commissioner 3	From	01	0100	0213	004231	\$164.99
	To	01	0100	0213	003010	\$164.99
Fleet Maintenance	From	01	0882	0882	004999	\$28.00
	To	01	0882	0882	004350	\$28.00
425th District Court	From	01	0100	0435	004132	\$100.00
	To	01	0100	0435	004621	\$100.00



<i><b>Dept</b></i>	<i><b>From/To</b></i>	<i><b>Line #</b></i>	<i><b>Amount</b></i>
Health District	From	01 0100 0630 004210	\$499.00
	To	01 0100 0630 004211	\$499.00

<b>Dept</b>	<b>From/To</b>	<b>Line #</b>				<b>Amount</b>
District Attorney	From	01	0100	0440	004932	\$300.00
	To	01	0100	0440	004350	\$300.00
Parks	From	01	0100	0510	003100	\$50.00
	To	01	0100	0510	004350	\$50.00
Juvenile Services	From	01	0100	0576	003100	\$500.00
	To	01	0100	0576	003318	\$500.00
Constable Pct. 1	From	01	0100	0551	004210	\$500.00
	To	01	0100	0551	003008	\$500.00
Auditor	From	01	0100	0495	004100	\$479.84
	To	01	0100	0495	003010	\$479.84
JP4	From	01	0100	0454	003006	\$495.00
	To	01	0100	0454	004232	\$495.00
Animal Services	From	01	0545	0545	003100	\$69.99
	To	01	0545	0545	004212	\$69.99
277th District Court	From	01	0100	0437	004212	\$300.00
	To	01	0100	0437	003100	\$300.00
HazMat	From	01	0100	0542	003011	\$220.00
	To	01	0100	0542	003901	\$220.00
Parks	From	01	0100	0510	005300	\$22.00
	To	01	0100	0510	004515	\$22.00
Auditor	From	01	0100	0495	004100	\$191.98
	To	01	0100	0495	003005	\$191.98
Sheriff's Office	From	01	0100	0560	003321	\$100.00
	To	01	0100	0560	003318	\$100.00
Non-Departmental	From	01	0100	0409	004998	\$199.99
	To	01	0100	0409	003006	\$199.99
Parks	From	01	0100	0510	005003	\$500.00
	To	01	0100	0510	003100	\$500.00
MOT	From	01	0100	0341	005730	\$475.00
	To	01	0100	0341	004908	\$475.00
Tax	From	01	0100	0499	003011	\$37.00

<i><b>Dept</b></i>	<i><b>From/To</b></i>	<i><b>Line #</b></i>				<i><b>Amount</b></i>
	To	01	0100	0499	003010	\$37.00
26th District Court	From	01	0100	0436	003120	\$250.00
	To	01	0100	0436	003100	\$250.00
Constable Pct. 4	From	01	0100	0554	003901	\$500.00

**Commissioners Court - Regular Session****9.****Meeting Date:** 09/26/2017

Compensation Items

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

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**Information****Agenda Item**

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

**Background**

See attached documentation for details.

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**Fiscal Impact**

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

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**Form Review****Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kristy Sutton

Final Approval Date: 09/21/2017

**Reviewed By**

Tara Raymore

Wendy Coco

**Date**

09/21/2017 11:17 AM

09/21/2017 11:54 AM

Started On: 09/21/2017 10:09 AM

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Available Funds	Earliest Oracle Effective Date
Purchasing	1805	Vacant	\$42,391.76	\$42,391.76	\$0.00	N/A	Title, Grade Change: Purchasing Specialist III (B.24) to Purchasing Specialist II (B.22)	N/A	10/1/2017

\*Amount may vary slightly due to Oracle rounding

**Commissioners Court - Regular Session****10.****Meeting Date:** 09/26/2017

Asset Auction 9/26/2017

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (2) Metal File Cabinet, (2) Wood Book Shelves, (196) Various Law Books, (15) Office Chairs, (4) Hand held Radio's (see attached lists) pursuant to Tx. Local Gov't code 263.152.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Asset Auction 1

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 09/21/2017

**Reviewed By**

Wendy Coco

**Date**

09/21/2017 10:59 AM

Started On: 09/21/2017 08:51 AM

# Williamson County

## Asset Status Change Form

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

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	Metal File Cabinet	A102818, A102819		Working <input type="checkbox"/>
2	Wood Book Shelves			Working <input type="checkbox"/>
196	Various Law Library Books			Working <input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

**Parties involved:**

FROM (Transferor Department): County Court at Law #1

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

Suzanne Brooks

Print Name

S. Brooks

Signature

**Contact Person:**

Fernanda Munoz

Print Name

512-943-1200

Date Phone Number

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

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

Print Name

Print Name

SEP 13 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 \_\_\_\_\_

# 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)
7	ASSORTED OFFICE CHAIRS			Working

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

TAMMY MCCULLEY

Print Name



Signature

9/13/17

Date

**Contact Person:**

HOLLY SHELL

Print Name

+1 (512) 943-1450

Phone Number

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

RECEIVED

TONY HILL

Print Name

Print Name

SEP 15 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 \_\_\_\_\_



# 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)
8	OFFICE CHAIRS			Working

**Parties involved:**
**FROM** (Transferor Department): FACILITIES

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

TODD IMBODEN

Print Name



Signature

September 14, 2017

Date

**Contact Person:**

TODD IMBODEN

Print Name

+1 (512) 943-1610

Phone Number

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

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

**Contact Person: RECEIVED**

Print Name

Print Name

SEP 15 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 \_\_\_\_\_

# Williamson County

## Asset Status Change Form

Print Form

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

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Cambium Radio/Antenna Model #58308HC	224JNL1977	AP01910	Non-Working
1	Cambium Radio/Antenna Model #58308HC	224JNL1975	AP01911	Non-Working
1	Motorola Radio w/Antenna Model #55308HC	224JMC0660	AP01912	Non-Working
1	Motorola Radio w/Antenna Model #55308HC	Unknown - Label Weathered/Unreadable	AP01913	Non-Working

**Parties involved:****FROM** (Transferor Department): CSCD*\*PROCEEDS RETURNED TO CSCD\**
**Transferor - Elected Official/Department Head/  
Authorized Staff:**
**Contact Person:**

Steve Morrison

Kathy Blankenship

Print Name

Print Name

Signature

Date Phone Number

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

Print Name

Print Name

Signature

Date Phone Number

**RECEIVED**

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

SEP 13 2017

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

## Forward to County Auditor's Office

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

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

**Commissioners Court - Regular Session****11.****Meeting Date:** 09/26/2017

Justice of the Peace 4 AUG 2017 Monthly Report

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, August 2017 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**JP4 EOM AUG 2017

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 09/21/2017

**Reviewed By**

Wendy Coco

**Date**


09/21/2017 09:39 AM

Started On: 09/20/2017 04:49 PM

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

**THE STATE OF TEXAS  
COUNTY OF WILLIAMSON**

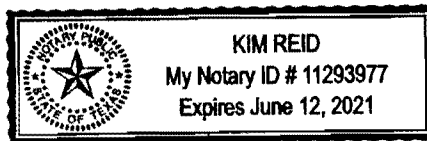
Before me, the undersigned authority, on this day personally appeared Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of August, 2017.

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



8th day of September, 2017 to certify which witness my hand and seal of office.

  
**NOTARY PUBLIC** in and for the State of Texas



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

**Payment Register: Summary Section**  
**Williamson County Justice of the Peace, Pct. 4**  
**By Date 08/01/2017-08/31/2017**

**Date Printed: 9/8/2017**  
**Time Printed: 12:53:52PM**

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	2	10.00	10.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
COPIES	COPIES	3	74.75	74.75	5.25	34.75	0.00	0.00	34.75	0.00	0.00	0.00	0100-0000-341804
COUNTER	COUNTER-CLAIM FILING FEE	1	25.00	25.00	0.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DCERT	DEATH CERTIFICATE COPIES	3	60.00	60.00	0.00	0.00	0.00	0.00	60.00	0.00	0.00	0.00	0100-0000-341804
EVICITION	EVICITION FILING FEE	81	1,975.00	1,975.00	200.00	1,250.00	0.00	0.00	525.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	155	880.56	880.56	66.00	682.56	0.00	0.00	132.00	0.00	0.00	0.00	0399-0000-208822
SERVE 4	CONSTABLE PRECINCT 4 SEF	118	8,120.00	8,120.00	1,120.00	4,970.00	0.00	0.00	2,030.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	5	75.00	75.00	25.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	12	45.00	45.00	11.40	28.60	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	12	1,350.00	1,350.00	342.60	857.40	0.00	0.00	150.00	0.00	0.00	0.00	0100-0000-341904

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AUTOPSY	COPIES OF AUTOPSIES	3	15.00	15.00	0.00	10.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
CERTCOPIE	CERTIFIED COPIES	1	6.00	6.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DCOPIES	DEATH CERTIFICATE COI	3	72.00	72.00	0.00	0.00	0.00	0.00	72.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	61	1,518.84	1,518.84	0.00	1,518.84	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
EF	E-FILING STATE FEE	155	1,467.60	1,467.60	110.00	1,137.60	0.00	0.00	220.00	0.00	0.00	0.00	01-0399-0000-20802
OCC LICENSE	OCCUPATIONAL LICENSE	7	75.00	75.00	50.00	0.00	0.00	0.00	25.00	0.00	0.00	0.00	0100.0000.341804
TCF	TRUANT CONDUCT FEE	1	50.00	50.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0369-0000-34191
TRUANCY CQ	TRUANCY CONTEMPT FI	5	425.00	425.00	200.00	0.00	0.00	0.00	225.00	0.00	0.00	0.00	0100-0000-351304
VSPF	VITAL STATISTICS PRESE	3	27.00	27.00	0.00	0.00	0.00	0.00	27.00	0.00	0.00	0.00	01-0385-0000-34140
WRIT GARN	WRIT OF GARNISHMENT	1	5.00	5.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

<b>TOTALS SUMMARY</b>		632	16,276.75	16,276.75	2,186.25	10,579.75	0.00	0.00	3,510.75	\$0.00	0.00	0.00	
<b>Direct Deposit</b>			\$0.00						<b>HB2398</b>		\$0.00		
<b>Cash</b>			\$2,186.25						<b>CSR Credit</b>		\$0.00		
<b>Checks</b>			\$10,579.75						<b>Jail Credit</b>		\$0.00	<b>Post for Refund</b>	\$0.00
<b>Money Orders</b>			\$0.00						<b>Non-Monetary</b>		\$0.00	<b>Over Payments</b>	\$0.00
<b>Credit Cards :</b>			\$3,510.75		<b>Escrow Payments</b>	\$0.00	<b>Transaction Fee</b>	\$0.00					
<b>TOTAL CURRENCY</b>			\$16,276.75		<b>ESCROW PAID</b>	\$0.00	<b>TRAN. FEES</b>	\$0.00	<b>TOTAL</b>		\$0.00	<b>TOTAL PAID</b>	\$0.00

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

Payment Register: GL Code Recap  
Williamson County Justice of the Peace, Pct. 4  
By Date 08/01/2017-08/31/2017

Date Printed: 9/8/2017  
Time Printed: 12:53:52PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-341804		1,661.00	701.75	0.00	0.00	0.00	2,362.75
0100-0000-341904		7,290.00	2,180.00	0.00	0.00	0.00	9,470.00
0100-0000-351304		200.00	225.00	0.00	0.00	0.00	425.00
0100.0000.341804		1,568.84	25.00	0.00	0.00	0.00	1,593.84
0399-0000-208822		748.56	132.00	0.00	0.00	0.00	880.56
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	1,247.60	220.00	0.00	0.00	0.00	1,467.60
01-0369-0000-341917	TRUANT CONDUCT FEE	50.00	0.00	0.00	0.00	0.00	50.00
01-0385-0000-341402	VITAL STATISTICS PRESERVATION	0.00	27.00	0.00	0.00	0.00	27.00
<b>TOTALS :</b>		12,766.00	3,510.75	0.00	0.00	0.00	16,276.75

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

**Payment Register: Summary Section**  
**Williamson County Justice of the Peace, Pct. 4**  
**By Date 08/01/2017-08/31/2017**

**Date Printed: 9/8/2017**  
**Time Printed: 1:41:12PM**

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFCAP	COUNTY ARREST FEE	219	916.84	896.61	159.78	0.00	90.66	0.00	646.17	20.00	0.23	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	186	794.96	769.96	102.15	0.00	123.12	0.00	544.69	20.00	5.00	0.00	0399-0000-208400
AFPPA	PARKS & WILDLIFE ARREST	7	25.39	25.39	8.45	0.00	2.40	0.00	14.54	0.00	0.00	0.00	0399-0000-208400
CS	CHILD SAFETY	9	56.57	56.57	16.57	0.00	20.00	0.00	20.00	0.00	0.00	0.00	0100-0000-341804
DIS	DISMISSAL FEE	23	230.00	230.00	50.00	0.00	60.00	0.00	120.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	34	1,504.49	1,504.49	181.33	0.00	556.38	0.00	766.78	0.00	0.00	0.00	010100.0000.20701
DSC	DEFENSIVE DRIVING	90	860.90	860.90	168.30	0.00	267.30	0.00	425.30	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	627	58,831.33	52,204.53	7,615.83	0.00	3,574.37	0.00	41,014.33	5,916.90	709.90	0.00	0100-0000-351304
PWF	PARKS AND WILDLIFE FINE	8	352.50	352.50	0.00	0.00	50.00	0.00	302.50	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	294	754.10	735.96	103.16	0.00	113.43	0.00	519.37	18.00	0.14	0.00	0100-0000-341804

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC4.	CONTABLE ARREST FEE	3	10.20	10.20	0.00	0.00	5.00	0.00	5.20	0.00	0.00	0.00	0100-0000-341914
AWF	AUSTIN POLICE DEPART	1	7.41	7.41	0.00	0.00	0.00	0.00	7.41	0.00	0.00	0.00	0100-0000-341804
C1W.	CONSTABLE 1 WARRANT	2	15.95	15.95	0.00	0.00	0.00	0.00	15.95	0.00	0.00	0.00	0100-0000-341911
C3W.	CONSTABLE 3 WARRANT	1	6.77	6.77	0.00	0.00	6.77	0.00	0.00	0.00	0.00	0.00	0100-0000-341913
C4W.	CONSTABLE 4 WARRANT	59	1,500.68	1,400.68	255.70	0.00	131.87	0.00	1,013.11	100.00	0.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT C	461	14,945.81	14,423.74	2,330.16	0.00	1,888.57	0.00	0,205.01	480.00	42.07	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	460	1,120.77	1,081.63	174.62	0.00	141.67	0.00	765.34	36.00	3.14	0.00	0360-0000-341150
CHS2	COURTHOUSE SECURITY	2	0.32	0.32	0.00	0.00	0.00	0.00	0.32	0.00	0.00	0.00	0361-0000-341154
CHS2A	COURTHOUSE SECURITY	458	373.26	360.21	58.20	0.00	47.22	0.00	254.79	12.00	1.05	0.00	0361-0000-341154
COM	COMMITMENT	33	108.46	53.46	21.25	0.00	5.42	0.00	26.79	55.00	0.00	0.00	0100-0000-341804
CSF	CHILD SAFETY FUND	3	25.00	25.00	0.00	0.00	0.00	0.00	25.00	0.00	0.00	0.00	0365-0000-341161
CWF	WILLIAMSON COUNTY W	15	537.08	337.08	20.00	0.00	76.81	0.00	240.27	200.00	0.00	0.00	0100-0000-341804
GTWF	GEORGETOWN POLICE D	1	50.00	50.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341804
HWF	HUTTO POLICE DEPART	2	62.50	62.50	50.00	0.00	12.50	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	458	746.58	720.49	116.43	0.00	94.45	0.00	509.61	24.00	2.09	0.00	0399-0000-208703
JCM	JUVENILE CASE MANAGI	446	1,820.80	1,775.57	284.07	0.00	233.75	0.00	1,257.75	40.00	5.23	0.00	0103690000370000
JCTF	JUSTICE COURT TECHNO	460	1,494.37	1,442.18	232.84	0.00	188.89	0.00	1,020.45	48.00	4.19	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	460	1,494.37	1,442.18	232.84	0.00	188.89	0.00	1,020.45	48.00	4.19	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	460	2,240.95	2,162.67	349.28	0.00	283.35	0.00	1,530.04	72.00	6.28	0.00	0399-0000-208352
LPDWF	LEANDER POLICE DEPAR	2	100.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0100-0000-341804
MISC REV	MISCELLANIOUS REVENI	3	9.00	9.00	3.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	0100-0000-370500
MV	STATE CIVIL JUSTICE DA	304	26.89	26.29	4.50	0.00	3.68	0.00	18.11	0.60	0.00	0.00	0399-0000-208415
OGW	OVER GROSS WEIGHT	2	300.00	300.00	0.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208850
REL	RELEASE	33	108.46	53.46	21.25	0.00	5.42	0.00	26.79	55.00	0.00	0.00	0100-0000-341804
RRWF	ROUND ROCK POLICE DE	2	51.79	51.79	50.00	0.00	1.79	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
SPF	SPECIAL PROCESSING FE	8	1,104.50	1,104.50	254.50	0.00	0.00	0.00	850.00	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	294	7,541.03	7,359.63	1,031.74	0.00	1,134.25	0.00	5,193.64	180.00	1.40	0.00	0399-0000-208425
SUB	SUBPOENA FEE	24	84.34	84.34	10.00	0.00	0.00	0.00	74.34	0.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	36	101.77	101.77	21.68	0.00	17.55	0.00	62.54	0.00	0.00	0.00	0100-0000-341914
TP	TIME PAYMENT	129	2,014.37	1,764.37	319.39	0.00	287.02	0.00	1,157.96	200.00	50.00	0.00	0399-0000-208860
TPDF	TRUANCY PREVENTION .	422	703.91	689.82	111.01	0.00	90.54	0.00	488.27	12.00	2.09	0.00	01-0399-0000-20803
TWF	TAYLOR POLICE DEPART	5	250.00	50.00	50.00	0.00	0.00	0.00	0.00	200.00	0.00	0.00	0100-0000-341804
TWFIN	TOLLWAY ADMINISTRAT	12	862.58	862.58	102.33	0.00	50.53	0.00	709.72	0.00	0.00	0.00	0100-0000-207027



<b>TOTALS SUMMARY</b>	6558	104,147.00	95,472.50	14,510.36	0.00	10,059.60	0.00	70,902.54	\$7,837.50	837.00	0.00
<b>Direct Deposit</b>	\$0.00							<b>HB2398</b>	\$0.00		
<b>Cash</b>	\$14,510.36							<b>CSR Credit</b>	\$837.00		
<b>Checks</b>	\$0.00							<b>Jail Credit</b>	\$7,837.50	<b>Post for Refund</b>	\$0.00
<b>Money Orders</b>	\$10,059.60							<b>Non-Monetary</b>	\$0.00	<b>Over Payments</b>	\$0.00
<b>Credit Cards :</b>	\$70,902.54	<b>Escrow Payments</b>	\$0.00	<b>Transaction Fee</b>	\$0.00						
<b>TOTAL CURRENCY</b>	\$95,472.50	<b>ESCROW PAID</b>	\$0.00	<b>TRAN. FEES</b>	\$0.00	<b>TOTAL</b>	\$8,674.50	<b>TOTAL PAID</b>	\$0.00		

211 W. 6th St.  
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Payment Register: GL Code Recap  
Williamson County Justice of the Peace, Pct. 4  
By Date 08/01/2017-08/31/2017

Date Printed: 9/8/2017  
Time Printed: 1:41:12PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-209600		50.00	302.50	0.00	0.00	0.00	352.50
0100-0000-341804		1,618.14	2,932.10	648.37	0.00	0.00	5,198.61
0100-0000-341911		0.00	15.95	0.00	0.00	0.00	15.95
0100-0000-341913		6.77	0.00	0.00	0.00	0.00	6.77
0100-0000-341914		441.80	1,155.19	100.00	0.00	0.00	1,696.99
0100-0000-351304		11,190.20	41,014.33	6,626.80	0.00	0.00	58,831.33
0100-0000-370500		9.00	0.00	0.00	0.00	0.00	9.00
0360-0000-341150		316.29	765.34	39.14	0.00	0.00	1,120.77
0361-0000-341154		105.42	255.11	13.05	0.00	0.00	373.58
0365.0000.341161		0.00	25.00	0.00	0.00	0.00	25.00
0372-0000-341144		421.73	1,020.45	52.19	0.00	0.00	1,494.37
0399-0000-208160		4,218.73	10,205.01	522.07	0.00	0.00	14,945.81
0399-0000-208235		421.73	1,020.45	52.19	0.00	0.00	1,494.37
0399-0000-208352		632.63	1,530.04	78.28	0.00	0.00	2,240.95
0399-0000-208400		236.12	559.23	25.00	0.00	0.00	820.35
0399-0000-208425		2,165.99	5,193.64	181.40	0.00	0.00	7,541.03
0399-0000-208850		300.00	0.00	0.00	0.00	0.00	300.00
0399-0000-208860		606.41	1,157.96	250.00	0.00	0.00	2,014.37
0399.0000.208703		210.88	509.61	26.09	0.00	0.00	746.58
0399-0000-208415		8.18	18.11	0.60	0.00	0.00	26.89
0100-0000-207027		152.86	709.72	0.00	0.00	0.00	862.58
01.0100.0000.207017	DLQ FEE	737.71	766.78	0.00	0.00	0.00	1,504.49
0103690000370000	JUVENILE CASE MANAGER FUND	517.82	1,257.75	45.23	0.00	0.00	1,820.80
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	201.55	488.27	14.09	0.00	0.00	703.91
<b>TOTALS :</b>		24,569.96	70,902.54	8,674.50	0.00	0.00	104,147.00

**Commissioners Court - Regular Session****12.****Meeting Date:** 09/26/2017

August 2017 Treasurer's Report

**Submitted For:** David Heselmeyer**Submitted By:** David Heselmeyer, County Treasurer**Department:** County Treasurer**Agenda Category:** Consent

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**Information****Agenda Item**

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

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**TR Report 08-2017

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: David Heselmeyer

Final Approval Date: 09/18/2017

**Reviewed By**

Wendy Coco

**Date**

09/18/2017 10:47 AM

Started On: 09/18/2017 10:34 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  
SEPTEMBER 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 D. SCOTT HESELMAYER, Treasurer of Williamson County, Texas, for **August 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 \$428,724,963.21.

\_\_\_\_\_  
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: AUG-17

Date: 11-SEP-17 14:48:14  
Page: 1

Currency: USD  
Entity=01 (Williamson County)

	Beginning Balance	Receipts	Disbursements	Ending Balance
General Operating				
Cash	3,825,101.94	106,913,061.00	111,652,383.57	(914,220.63)
Investments - TexPool	53,216,393.75	754,817.69	14,478,091.66	39,493,119.78
Investments	296,701,144.46	5,068,549.85	21,000,057.16	280,769,637.15
Investments - Logic	107,655,221.53	32,793,308.70	39,302,424.51	101,146,105.72
Total General Operating	461,397,861.68	145,529,737.24	186,432,956.90	420,494,642.02
Payroll Fund				
Cash	1,563,502.00	16,986,142.73	12,197,104.03	6,352,540.70
Total Payroll Fund	1,563,502.00	16,986,142.73	12,197,104.03	6,352,540.70
SO Commissary Fund				
Cash	1,367,739.30			1,367,739.30
Investments - Texpool	510,041.19			510,041.19
Total SO Commissary Fund	1,877,780.49			1,877,780.49
Grand Total	464,839,144.17	162,515,879.97	198,630,060.93	428,724,963.21
	=====	=====	=====	=====

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

Date: 11-SEP-17 14:48:14

Page: 1

Currency: USD  
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000 0100 GENERAL FUND	(1,113,668.56)	38,578,556.18	44,996,392.15	(7,531,504.53)
101000 0200 ROAD & BRIDGE GENERAL FUND	(1,139,215.89)	2,247,076.96	3,717,446.95	(2,609,585.88)
101000 0205 RD & BRIDGE SPECIAL PROJECTS	(8,625.68)	500.00	250.00	(8,375.68)
101000 0231 CAMPO PERSONNEL FUND	(621,092.67)		154,241.50	(775,334.17)
101000 0250 PASS THRU FUNDING PROGRAM	(684.02)	7,199,400.00	6,100,383.90	1,098,332.08
101000 0313 WM-CITY OF HUTTO & HUTTO ISD	582,798.35		374,542.18	208,256.17
101000 0340 TOBACCO FUND	278,830.69			278,830.69
101000 0350 LAW LIBRARY FUND	29,959.58	40,810.36	36,870.38	33,899.56
101000 0353 JP #3 TEEN COURT PROGRAM	335.90	120.00	60.00	395.90
101000 0355 COURT REPORTER SERVICE FUND	117,964.69	20,084.50	16,588.95	121,460.24
101000 0360 COURTHOUSE SECURITY FUND	115,706.94	39,033.46	34,856.98	119,883.42
101000 0361 JP SECURITY FUND	136,941.73	2,614.96	1,696.58	137,860.11
101000 0364 PRETRIAL PREVENTION PROGRAMS	35,280.00	33,840.00	53,280.00	15,840.00
101000 0365 CHILD SAFETY FUND	172,209.64	144,639.98	72,479.46	244,370.16
101000 0366 CHILD ABUSE PREVENTION FUND	348.91	66.22	33.11	382.02
101000 0367 JP #3 TRUANCY PROGRAM FD	109,147.93	8,237.36	7,949.19	109,436.10
101000 0368 JP #2 TRUANCY PROGRAM FD	74,283.57	581.14	290.57	74,574.14
101000 0369 JP #4 TRUANCY PROGRAM FD	101,726.31	3,766.24	1,891.47	103,601.08
101000 0370 ALTERNATE DISPUTE RESOLUTION FUND	86,014.90	3,937.06	4,054.02	85,897.94
101000 0371 JUV DELIQ PREV FD-GRAFFITI	8,169.67			8,169.67
101000 0372 JUSTICE COURT TECHNOLOGY FUND	(43,815.62)	10,480.14	10,622.64	(43,958.12)
101000 0373 JP #1 TRUANCY PROGRAM FD	29,272.33	586.08	293.04	29,565.37
101000 0374 CTY & DIST CT TECHNOLOGY FUND	81,723.59	1,779.82	889.91	82,613.50
101000 0375 ELECTION SRVS CONTRACT FD	370,079.91	1,349.06	674.53	370,754.44
101000 0376 SURPLUS ELECTIONS CONTRACT FUND	279,250.99		1,290.60	277,960.39
101000 0377 ELECTION CHAPTER 19 FUND	(4,390.00)	10,780.00	19,275.34	(12,885.34)
101000 0378 ELECTION HAVA - TITLE II	550,100.20			550,100.20
101000 0380 PROBATE COURT FUND	51,023.14	1,094.32	947.16	51,170.30
101000 0381 GUARDIANSHIP FUND	119,000.99	4,417.34	2,208.67	121,209.66
101000 0382 SPECIALITY COURTS FUND	141,994.85	1,524.00	1,766.65	141,752.20
101000 0384 RCDS ARCHIVE FUND - CO CLERK	376,961.70	106,275.00	83,226.40	400,010.30
101000 0385 RCDS MGMT/PRSRV FD-CO CLERK	712,256.75	222,380.30	165,915.98	768,721.07
101000 0386 RCDS MGMT/PRSRV FD-DIST CLERK	202,576.29	5,426.64	2,983.45	205,019.48
101000 0387 RCDS TECHNOLOGY FUND-DIST CLK	297,440.05	10,405.76	7,018.18	300,827.63
101000 0388 COURT RCDS PRESERVATION FUND	533,978.59	15,181.46	7,932.73	541,227.32
101000 0390 RCDS MGMT/PRSRV FD-CO WIDE	157,260.61	18,971.52	12,813.71	163,418.42
101000 0399 STATE AGENCY FUND	258,535.40	563,554.18	282,129.84	539,959.74
101000 0406 CO ATTY HOT CHECK FUND	20,460.83	2,733.06	1,366.53	21,827.36
101000 0407 D/A WELFARE FRAUD FUND	1,338.50			1,338.50
101000 0408 D/A ASSET FORFEITURES	144,451.48	16,605.74	10,383.12	150,674.10
101000 0410 CO SHRF ASSET FORFEITURES	512,336.25	55,404.98	104,544.67	463,196.56
101000 0490 EMPLOYEE FUND	61,694.78	6.00	205.99	61,494.79
101000 0503 OUT OF ST/ICE INMATE BILL FD		6,194,371.46	4,625,370.63	1,569,000.83
101000 0507 WC RADIO COMMUNICATION SYSTEM	437,985.48	259,834.56	172,389.58	525,430.46
101000 0508 WMSN CO CONSERVATION FUND	412,389.32	998,049.55	1,053,438.71	357,000.16
101000 0515 APPELLATE JUDICIAL SYS FD	2,988.14	6,811.76	6,399.02	3,400.88
101000 0545 REGIONAL ANIMAL SHELTER	311,525.30	276,180.90	304,333.23	283,372.97
101000 0546 REG ANIMAL SHELTER DONATION FUND	515,056.34	49,817.38	40,756.90	524,116.82

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

Date: 11-SEP-17 14:48:14  
Page: 2

Currency: USD  
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000 0571 JJAEP TIER II FUNDING	362,641.15	26,488.00	19,846.86	369,282.29
101000 0600 DEBT SERVICE-COUNTY WIDE	124,536.22	17,071,307.65	17,228,376.96	(32,533.09)
101000 0636 WC HISTORICAL COMMISSION PROGRAM FUND	6,771.23		238.93	6,532.30
101000 0777 CAPITAL PROJECTS FUND	(1,063,159.04)	27,013,179.38	25,822,933.75	127,086.59
101000 0831 831 CAMPO OPERATING	(396,220.56)		163,471.73	(559,692.29)
101000 0852 AVERY RANCH FUND	90.46	1,121,280.86	1,121,530.31	(158.99)
101000 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND	572.40	83,550.00	84,122.40	
101000 0855 NORTHWOODS RD DIST OPERATING FUND			8,520.00	(8,520.00)
101000 0875 SO COMMISSARY FUND	1,367,739.30			1,367,739.30
101000 0880 PAYROLL FUND	1,563,502.00	16,986,142.73	12,197,104.03	6,352,540.70
101000 0882 FLEET MAINTENANCE	892,431.67	291,726.17	361,977.81	822,180.03
101000 0885 WSMN CO BENEFITS FUND	(492,087.17)	2,075,516.52	2,331,392.93	(747,963.58)
101000 0888 FIDUCIARY FUNDS	100,000.00			100,000.00
101000 0999 INDIRECT PROJECTS/GRANTS FD	(1,210,382.60)	2,072,726.99	2,017,487.29	(1,155,142.90)
Total Cash	6,756,343.24	123,899,203.73	123,849,487.60	6,806,059.37
151000 0100 GENERAL FUND	1,376.35	303.02	827.13	852.24
151000 0200 ROAD & BRIDGE GENERAL FUND	24,724.56	20.97		24,745.53
151000 0340 TOBACCO FUND	8,500.32	7.13		8,507.45
151000 0350 LAW LIBRARY FUND	303,869.27	257.82		304,127.09
151000 0355 COURT REPORTER SERVICE FUND	1,096,806.72	930.53		1,097,737.25
151000 0360 COURTHOUSE SECURITY FUND	128,846.21	109.32		128,955.53
151000 0365 CHILD SAFETY FUND	366,245.98	310.46	301.98	366,254.46
151000 0370 ALTERNATE DISPUTE RESOLUTION FUND	222,080.02	188.41		222,268.43
151000 0372 JUSTICE COURT TECHNOLOGY FUND	466,297.93	395.60		466,693.53
151000 0384 RCDS ARCHIVE FUND - CO CLERK	1,923,920.65	1,632.28		1,925,552.93
151000 0385 RCDS MGMT/PRSRV FD-CO CLRK	1,894,384.18	1,607.16		1,895,991.34
151000 0390 RCDS MGMT/PRSRV FD-CO WIDE	428,024.06	363.13		428,387.19
151000 0408 D/A ASSET FORFEITURES	123,993.73	105.22		124,098.95
151000 0410 CO SHRF ASSET FORFEITURES	357,773.15	303.54		358,076.69
151000 0508 WSMN CO CONSERVATION FUND	1,246,720.13	122.24	1,246,842.37	
151000 0875 SO COMMISSARY FUND	510,041.19			510,041.19
151100 0100 GENERAL FUND	4,469,342.18	186,450.82	273,049.92	4,382,743.08
151100 0200 ROAD & BRIDGE GENERAL FUND	11,598,659.97	12,232.35		11,610,892.32
151100 0310 WM-FUTURE ENVIRONMENTAL LIAB	25,197.42	26.60		25,224.02
151100 0311 WM-MASTER SITE DEVELOPMENT	688,253.50	725.86		688,979.36
151100 0312 WM-COMMUNITY REC FACILITY	497,208.60	524.36		497,732.96
151100 0340 TOBACCO FUND	1,247,864.43	1,316.05		1,249,180.48
151100 0508 WSMN CO CONSERVATION FUND		259,261.86	122.24	259,139.62
151100 0600 DEBT SERVICE-COUNTY WIDE	17,179,950.72	278,254.55	11,654,997.80	5,803,207.47
151100 0852 AVERY RANCH FUND	1,515,468.47	1,619.41	1,120,100.00	396,987.88
151100 0885 WSMN CO BENEFITS FUND	3,222,224.31	3,398.28		3,225,622.59
151160 0777 CAPITAL PROJECTS FUND	222,784.35	234.95		223,019.30
151161 0777 CAPITAL PROJECTS FUND	411,657.92	434.15		412,092.07
151162 0777 CAPITAL PROJECTS FUND	3,544,218.62	3,681.62	181,850.22	3,366,050.02

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

Date: 11-SEP-17 14:48:14  
Page: 3

Currency: USD  
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
Total TexPool/TexPool Prime	53,726,434.94	754,817.69	14,478,091.66	40,003,160.97
152000 0100 GENERAL FUND	117,865,455.45	35,784.95	13,000,000.00	104,901,240.40
152000 0200 ROAD & BRIDGE GENERAL FUND	15,968,752.74	6,551.83		15,975,304.57
152000 0250 PASS THRU FUNDING PROGRAM	31,084,993.79	8,524.91		31,093,518.70
152000 0310 WM-FUTURE ENVIRONMENTAL LIAB	1,492,883.34	1,808.33		1,494,691.67
152000 0340 TOBACCO FUND	2,000,587.12		57.16	2,000,529.96
152000 0508 WMSN CO CONSERVATION FUND	1,493,132.63	994,284.74		2,487,417.37
152180 0777 CAPITAL PROJECTS FUND	94,913,794.57	3,993,812.61	8,000,000.00	90,907,607.18
152181 0777 CAPITAL PROJECTS FUND	14,934,452.75	17,093.10		14,951,545.85
152182 0777 CAPITAL PROJECTS FUND	16,947,092.07	10,689.38		16,957,781.45
Total Investments	296,701,144.46	5,068,549.85	21,000,057.16	280,769,637.15
153500 0100 GENERAL FUND	11,737,028.28	24,675,225.49	19,500,572.40	16,911,681.37
153500 0250 PASS THRU FUNDING PROGRAM	10,098,184.36	7,216.58	5,000,000.00	5,105,400.94
153500 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND	1,077,201.30	1,670.27	83,550.00	995,321.57
153780 0777 CAPITAL PROJECTS FUND	38,826,279.37	8,061,620.60	11,105,597.27	35,782,302.70
153781 0777 CAPITAL PROJECTS FUND	12,674,888.68	13,236.57	457,186.48	12,230,938.77
153782 0777 CAPITAL PROJECTS FUND	33,241,639.54	34,339.19	3,155,518.36	30,120,460.37
Total Logic	107,655,221.53	32,793,308.70	39,302,424.51	101,146,105.72
Grand Total	464,839,144.17	162,515,879.97	198,630,060.93	428,724,963.21
	=====	=====	=====	=====



**Commissioners Court - Regular Session****13.****Meeting Date:** 09/26/2017

Donation of Ballistic body armor plates and carriers for Sheriff's Office from Marilie Walker

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action to accept a donation of ballistic body armor plates and plate carriers for the Sheriff's Office from Marilie Walker.

**Background**

Ms. Marilie Walker donated 20 Hesco ballistic body armor plates (Model 4400) along with 10 Condor ballistic plate carriers to the Williamson County Sheriff's Office. This is Ms. Walker's 2nd donation to the Sheriff's Office. She previously donated 20 armor plates with 10 ballistic plate carriers on July 25, 2017.

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 09/20/2017

**Reviewed By**

Wendy Coco

**Date**

09/20/2017 01:47 PM

Started On: 09/19/2017 03:26 PM

**Commissioners Court - Regular Session****14.****Meeting Date:** 09/26/2017

Vista Oaks MUD Standard Agreement for County Sheriff

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

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**Information****Agenda Item**

Discuss, consider and take any appropriate action regarding approval and receipt of the Standard Agreement with Vista Oaks MUD for off-duty contracting of County Sheriff Deputies.

**Background**

This agreement gives permission for Vista Oaks to contract County Deputies in a private capacity and the County to invoice Vista Oaks for deputies' vehicle usage.

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 09/20/2017

**Reviewed By**

Wendy Coco

**Date**

09/20/2017 10:52 AM

Started On: 09/20/2017 08:34 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. 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 working for LGE when performing services for 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 contractual 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 performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool 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 OR COVERED PARTY UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the October 1, 2017 and shall terminate on September 30, 2018, and will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2018 and October 1, 2019. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2021.
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 records of 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 all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.
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: Vista Oaks Municipal Utility District

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

Printed Name: Mike Asbury

Title: President

Date: 9/11/17, 2017



**WILLIAMSON COUNTY SHERIFF'S OFFICE:**

Williamson County Sheriff

Printed Name of Official: Robert Chody

Signature of Official: \_\_\_\_\_

Date: 9-19-17, 2017

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

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

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

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

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 WORK<sup>1</sup>

**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

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

**Commissioners Court - Regular Session****15.****Meeting Date:** 09/26/2017

Deputy Constable Position

**Submitted By:** Michael Pendley, Constable Pct. #1**Department:** Constable Pct. #1**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding request of Constable Precinct One for approval of Cristobal Gutierrez to the new deputy constable position in precinct one pursuant to Texas Local Gov't code 86.011 with a start date of 10/6/17.

**Background**

Cristobal Gutierrez is a deputy from the Williamson County Sheriff's Office. Mr. Gutierrez has accepted the position of deputy constable that will open October 1, 2017 at Williamson County Constable Precinct One. Mr. Gutierrez is a currently licensed peace officer in the State of Texas with more than 9 years of experience, and meets all qualifications required for the position of deputy.

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Michael Pendley

Final Approval Date: 09/18/2017

**Reviewed By**

Wendy Coco

**Date**

09/18/2017 10:47 AM

Started On: 09/18/2017 10:27 AM

**Commissioners Court - Regular Session****16.****Meeting Date:** 09/26/2017

PaveTex On Call WA2 Supp1

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Unified Road System**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 2 under Williamson County Contract between PaveTex Engineering & Testing Inc and Williamson County dated January 10, 2017 for On Call Geotechnical Engineering and Materials Testing.

**Background**

This supplemental is to extend the expiration date to September 30, 2018 only.

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**Fiscal Impact**

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

PaveTex On Call WA2 Supp1

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 09/15/2017

**Reviewed By**

Hal Hawes

Wendy Coco

**Date**

09/14/2017 04:25 PM

09/15/2017 09:10 AM

Started On: 08/29/2017 08:15 AM



**SUPPLEMENTAL WORK AUTHORIZATION NO. 1**  
**TO**  
**WORK AUTHORIZATION NO. 2**

**PROJECT: On Call Geotechnical Engineering and Materials Testing**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **January 10, 2017** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **PaveTex Engineering & Testing, Inc.** (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective August 8, 2017 (the "Work Authorization");

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

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

**AGREEMENT**

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

- I. The above referenced Work Authorization termination date shall be modified to September 30, 2018. The Services to be provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C".

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Engineer understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Engineer that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

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

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ENGINEER:

PaveTex Engineering & Testing, Inc.

By:

  
Signature

Sarah Tahmoressi

Printed Name

Executive Vice President

Title

COUNTY:

Williamson County, Texas

By:

Signature

Dan A. Gattis, County Judge

Printed Name

Title

### **Attachment C - Work Schedule**

PaveTex shall provide a work schedule for the assigned task. Work shall begin immediately upon receipt of agreement between County and PaveTex on the work schedule and authorization to proceed on assigned services.

**Commissioners Court - Regular Session****17.****Meeting Date:** 09/26/2017

Balcones Geotechnical WA 1 Supp 1

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Unified Road System**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between Balcones Geotechnical PLLC and Williamson County dated December 1, 2016 for Geotechnical Engineering for the Williamson County Regional Animal Shelter.

**Background**

This supplemental is to extend the expiration date to July 31, 2019 only.

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**Fiscal Impact**

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

Balcones WA 1 Supp 1

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 09/15/2017

**Reviewed By**

Hal Hawes

Wendy Coco

**Date**

09/14/2017 04:25 PM

09/15/2017 09:10 AM

Started On: 09/14/2017 03:17 PM

**SUPPLEMENTAL WORK AUTHORIZATION NO.   1**  
**TO**  
**WORK AUTHORIZATION NO.   1**

**WILLIAMSON COUNTY PROJECT: Geotechnical Engineering for the Williamson County Regional Animal Shelter – RFQ 1602-057-3**

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated December 01, 2016 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Balcones Geotechnical, PLLC (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective January 24, 2017 (the "Work Authorization");

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

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

**AGREEMENT**

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

- I. The above referenced Work Authorization termination date shall be modified to July 31, 2019. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C".

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Engineer understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Engineer that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

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

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

**ENGINEER:**

Balcones Geotechnical, PLLC

By: John A. Wooley  
Signature  
John A. Wooley  
Printed Name

Principal  
Title

Sept 13, 2017  
Date

**COUNTY:**

WILLIAMSON COUNTY, TX

By: \_\_\_\_\_  
Signature  
Dan A Gattis  
Printed Name

County Judge  
Title

\_\_\_\_\_  
Date

### Attachment C - Work Schedule

Weather and site conditions permitting, field operations can start within about one or two weeks after formal authorization to proceed. Borings will take two or three days to complete. Under normal circumstances, laboratory testing and report preparation will take an additional four to six weeks to complete.

**Commissioners Court - Regular Session****18.****Meeting Date:** 09/26/2017

Raba North Campus WA1 Supp 1

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss consider and take appropriate action on Supplemental Work Authorization No 1 under Williamson County contract between Raba Kistner Inc and Williamson County dated November 10, 2016 for Construction Material Testing and Inspection for Williamson County North Campus Facilities.

**Background**

This supplemental is to extend the expiration date to February 30, 2018 only.

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**Fiscal Impact**

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

Raba Kistner WA1 Supp1 North Campus

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 09/19/2017

**Reviewed By**

Hal Hawes

Wendy Coco

**Date**

09/19/2017 10:21 AM

09/19/2017 03:04 PM

Started On: 09/19/2017 09:26 AM



**SUPPLEMENTAL WORK AUTHORIZATION NO.   1**  
**TO**  
**WORK AUTHORIZATION NO.   1**

**WILLIAMSON COUNTY PROJECT: Construction Material Testing and Inspection for  
Williamson County North Campus Facilities**

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated November 10, 2016 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Raba Kistner, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective December 13, 2016 (the "Work Authorization");

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

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

**AGREEMENT**

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

- I. The above referenced Work Authorization termination date shall be modified to February 30, 2018. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C".

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Engineer understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Engineer that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

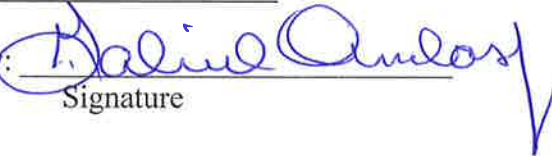
Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

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

**ENGINEER:**

RABA KISTNER, INC.

By:   
Signature

Gabriel Ornelas, JR., PE, PMP  
Printed Name

Vice President  
Title

9/13/2017  
Date

**COUNTY:**

WILLIAMSON COUNTY, TX

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

Dan A Gattis  
Printed Name

County Judge  
Title

\_\_\_\_\_  
Date

### Attachment C - Work Schedule

Work schedule is approximately 490 calendar days from notice to proceed.

**Commissioners Court - Regular Session****19.****Meeting Date:** 09/26/2017

Raba WA1 Supp1 River Ranch Ph 1

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 under Williamson County Contract between Raba Kistner Inc and Williamson County dated December 1, 2016 for River Ranch Phase I Improvements.

**Background**

This supplemental is to extend the expiration date to July 31, 2019.

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**Fiscal Impact**

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

Raba Kistner WA1 Supp1 River Ranch Ph I

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 09/19/2017

**Reviewed By**

Hal Hawes

Wendy Coco

**Date**

09/19/2017 10:21 AM

09/19/2017 03:04 PM

Started On: 09/19/2017 09:41 AM

**SUPPLEMENTAL WORK AUTHORIZATION NO.   1**  
**TO**  
**WORK AUTHORIZATION NO.   1**

**WILLIAMSON COUNTY PROJECT: River Ranch Park Phase I Improvements**  
**RFQ 1602-057-2**

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated December 01, 2016 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Raba Kistner Consultants, Inc (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective January 24, 2017 (the "Work Authorization");

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

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

**AGREEMENT**

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

- I. The above referenced Work Authorization termination date shall be modified to July 31, 2019. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C".

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Engineer understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Engineer that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

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

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

**ENGINEER:**

Raba Kistner Consultants, Inc.

By: 

Signature

Gabriel Ornelas, Jr  
Printed Name

Sr. Vice President  
Title

9/13/2017  
Date

**COUNTY:**

WILLIAMSON COUNTY, TX

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

Dan A Gattis  
Printed Name

County Judge  
Title

\_\_\_\_\_  
Date

### Attachment C - Work Schedule

Raba Kistner Consultants Inc. shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and Raba Kistner Consultants, Inc. on the work schedule and authorization to proceed on assigned services.

**Commissioners Court - Regular Session****20.****Meeting Date:** 09/26/2017

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

**Submitted For:** Terron Evertson**Submitted By:** Katheryn Cromwell, Infrastructure**Department:** Infrastructure**Division:** Road & Bridge**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on approval of the final plat for the Sphere Subdivision One subdivision - Pct 3

**Background**

The Sphere Subdivision One development consists of two single family lots and no new public roads.

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**Fiscal Impact**

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

Sphere Sub One

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 09/20/2017

**Reviewed By**

Wendy Coco

**Date**

09/20/2017 01:47 PM

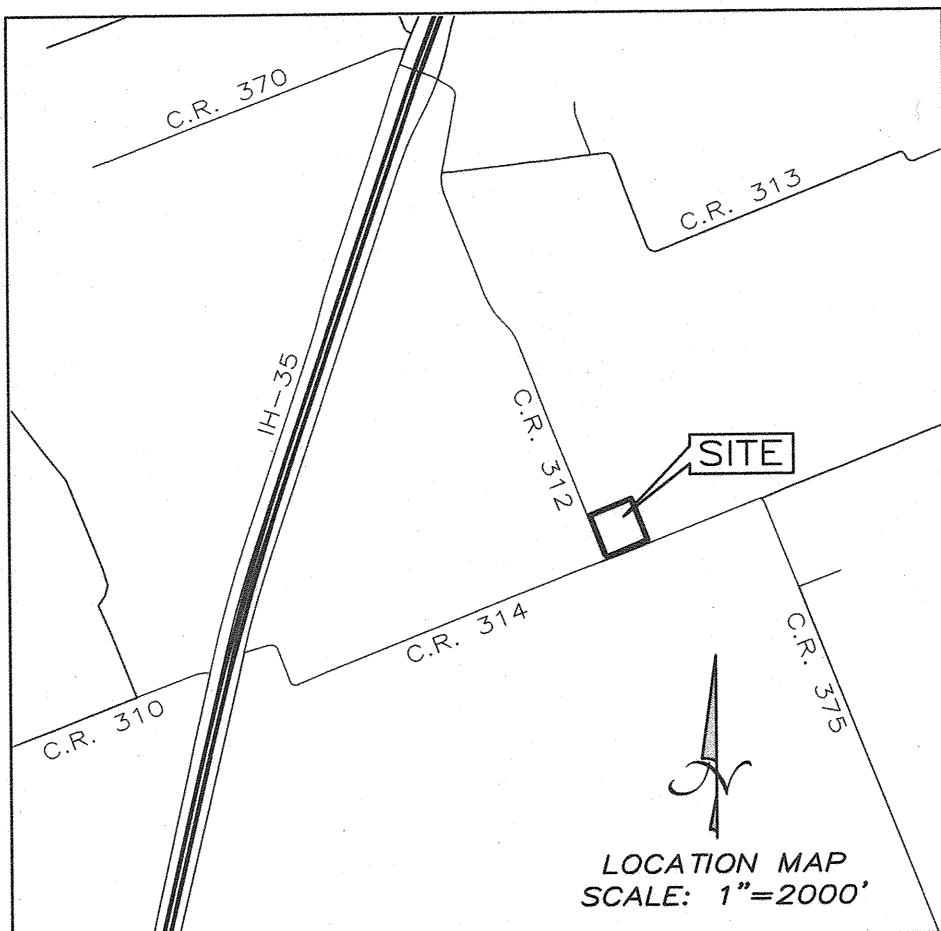
Started On: 09/20/2017 01:20 PM



FINAL PLAT OF:

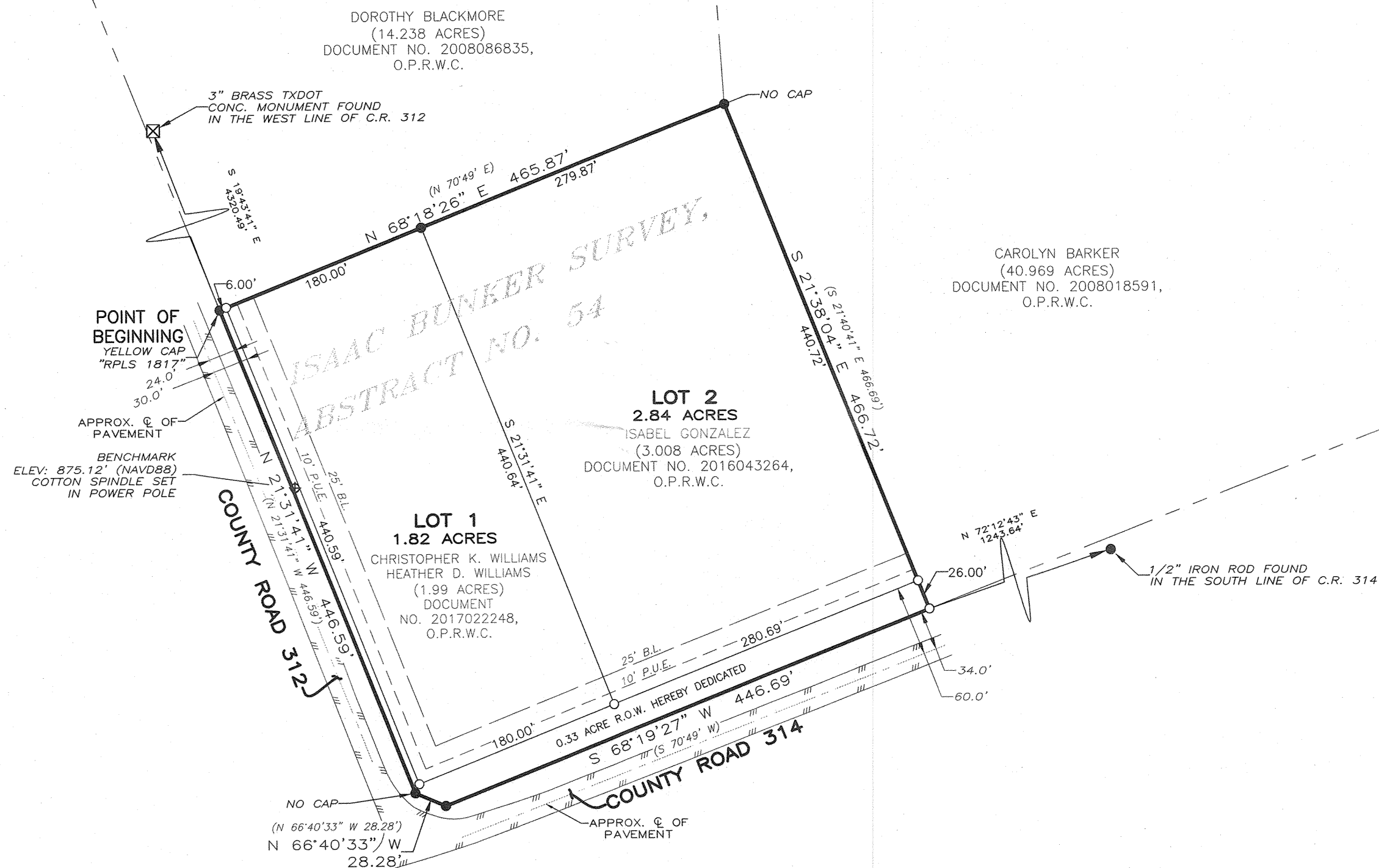
# SPHERE SUBDIVISION ONE

4.99 ACRES OUT OF THE ISAAC BUNKER SURVEY,  
ABSTRACT No. 54, IN WILLIAMSON COUNTY, TEXAS



## PLAT NOTES:

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- Electric service for this subdivision will be provided by Bartlett Electric Co.
- Water service for this subdivision will be provided by Jarrell-Schwertner Water Service.
- Sewer service for this subdivision will be provided by On-Site Sewage Facility.
- Landscaping is prohibited within the County Road right-of-way.
- Residential driveways are to be located no closer to the corner of intersecting rights of way than 60 percent of the parcel frontage or 50 feet, whichever is less.
- A De Facto Certificate of Compliance is hereby issued for all lots within the subdivision. This certificate is valid until such time as FEMA revises or newly adopts floodplain boundaries in this area.
- The minimum finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.



BEARINGS CITED HEREON BASED ON STATE  
PLANE COORDINATES, GRID NORTH, CENTRAL  
ZONE, TEXAS NAD 83 (93).

## PERIMETER FIELD NOTES

Being 4.99 acres out of the Isaac Bunker Survey, Abstract No. 54, in Williamson County, Texas, and being all of that tract called 1.99 acres in a Deed to Christopher W. and Heather D. Williams and recorded as Document No. 2017022248 of the Official Public Records of Williamson County, Texas, and all of that tract called 3.008 acres in a Deed to Isabel Gonzalez and recorded as Document No. 2016043264 of said Official Public Records and further described by metes and bounds as follows:

**BEGINNING:** at a 1/2 inch iron rod with yellow cap stamped "RPLS 1817" found in the east line of County Road 312, marking the southwest corner of that tract called 14.238 acres in a Deed to Dorothy Blackmore and recorded as Document No. 2008086835 of said official public records, for the northwest corner of said 1.99 acre tract and this tract;

**THENCE:** N 68°18'26" E 465.87 feet with south line of said Blackmore tract to a 1/2 inch iron rod found, marking the southeast corner of said Blackmore tract, being an angle point in the west line of that tract called 40.969 acres in a Deed to Carolyn Barker and recorded in Document No. 2008018591 of said Official Public Records, for the northeast corner of said 3.008 acre tract and this tract;

**THENCE:** S 21°38'04" E 466.72 feet with the west line of said Barker tract to a 1/2 inch iron rod with plastic cap inscribed "TLS INC" set in the north line of County Road 314, for the southeast corner of said 3.008 acre tract and this tract;

**THENCE:** S 68°19'27" W 446.69 feet with the north line of said County Road 314 to a 1/2 inch iron rod with plastic cap inscribed "TLS INC" set, for an angle point in the south line of said 1.99 acre tract and this tract;

**THENCE:** N 66°40'33" W 28.28 feet leaving the north line of said County Road 314 to a 1/2 inch iron rod found in the east line of said County Road 312, for the southwest corner of said 1.99 acre tract and this tract;

**THENCE:** N 21°31'41" W 446.59 feet to the POINT OF BEGINNING.

## FINAL PLAT OF: SPHERE SUBDIVISION ONE

**OWNERS:** Christopher W. & Heather D. Williams  
20 C.R. 312  
Jarrell, TX. 76537

Isabel J. Gonzalez  
1302 Newbury Street  
Georgetown, TX, 78626

**ACREAGE:** 4.99 ACRES  
**SURVEY:** ISAAC BUNKER SURVEY, ABSTRACT NO. 54

**NO. OF BLOCKS:** 1  
**NO. OF LOTS:** 2  
**NEW STREETS:** None  
**SUBMISSION DATE:** 5/22/2017  
**RESUBMISSION DATE:** 9/\_\_\_/2017  
**SURVEYOR:** Texas Land Surveying, Inc.  
3613 Williams Drive, Ste 903  
Georgetown, Texas 78628  
512-930-1600 - phone  
512-930-9389 - fax

**ENGINEER:** Scott J. Foster, P.E.  
Registered Professional Engineer No. 84652  
360 Professional Services  
P.O. Box 3639  
Cedar Park, Texas 78630  
Firm No. 4932

LEGEND	
●	1/2" IRON ROD FOUND WITH PLASTIC CAP STAMPED "TLS INC." (UNLESS OTHERWISE NOTED)
○	1/2" IRON ROD SET W/PLASTIC CAP STAMPED "TLS INC."
○	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

## SHEET

1 OF 2

*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

IF THIS DOCUMENT DOES NOT CONTAIN THE RED STAMPED SEAL OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY. TEXAS LAND SURVEYING, INC. ASSUMES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED/ILLEGAL DOCUMENT.

**OWNER'S CERTIFICATION:**

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

I, Christopher K. Williams, co-owner of the certain tract of land shown hereon and described as 1.99 acres in a deed recorded in Document No. 2017022248 of the Official Public Records of Williamson County, Texas, 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 **SPHERE ONE SUBDIVISION**.

TO CERTIFY WHICH, WITNESS by my hand this 4 day of

September, 2017

Christopher K. Williams  
20 C.R. 312  
JARRELL, TX 76537

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

Before me, the undersigned authority, on this day personally appeared Christopher K. Williams, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument as the owner of the property described hereon.

GIVEN UNDER MY HAND AND SEAL of office this 4 day of

Sept, 2017

Notary Public in and for the State of Texas  
My Commission expires on: 4-11-2021

**OWNER'S CERTIFICATION:**

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

I, Isabel Gonzalez, owner of the certain tract of land shown hereon and described as 3.008 acres in a deed recorded in Document No. 2016043264 of the Official Public Records of Williamson County, Texas, 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 **SPHERE ONE SUBDIVISION**.

TO CERTIFY WHICH, WITNESS by my hand this 7 day of

September, 2017

Isabel Gonzalez

Isabel Gonzalez  
1302 Newbury Street  
Georgetown, TX, 78626

STATE OF TEXAS §  
PRESENTS;  
COUNTY OF WILLIAMSON §

Before me, the undersigned authority, on this day personally appeared Isabel Gonzalez, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument as the owner of the property described hereon.

GIVEN UNDER MY HAND AND SEAL of office this

Sept 7, 2017

Notary Public in and for the State of Texas  
My Commission expires on: 4-11-21

**SURVEYOR'S CERTIFICATION**

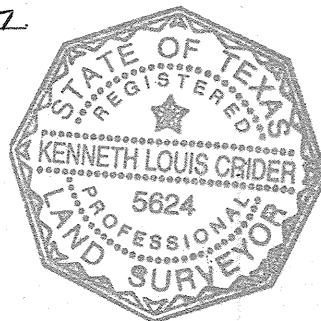
STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

I, Kenneth Louis Crider, 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 on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the City of Georgetown Regulations.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County,

Texas, this 30<sup>th</sup> day of September, 2017

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

**OWNER'S CERTIFICATION:**

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

I, Heather D. Williams, co-owner of the certain tract of land shown hereon and described as 1.99 acres in a deed recorded in Document No. 2017022248 of the Official Public Records of Williamson County, Texas, 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 **SPHERE ONE SUBDIVISION**.

TO CERTIFY WHICH, WITNESS by my hand this 4 day of

September, 2017

Heather D. Williams

Heather D. Williams  
20 C.R. 312  
JARRELL, TX 76537

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

Before me, the undersigned authority, on this day personally appeared Heather D. Williams, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument as the owner of the property described hereon.

GIVEN UNDER MY HAND AND SEAL of office this 4 day of

Sept, 2017

Notary Public in and for the State of Texas  
My Commission expires on: 4-11-2021

**LIEN HOLDER CERTIFICATION:**

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

That Flagstar Bank FSB owner of the certain tract of land shown hereon and described as 1.99 acres in a deed recorded in Document No. 2017022249 of the Official Public Records of Williamson County, Texas, 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 **SPHERE ONE SUBDIVISION**.

TO CERTIFY WHICH, WITNESS by my hand this 12<sup>th</sup> day of

September, 2017

June M Gorman

June M Gorman  
Mortgage Electronic Registration Systems, Inc.  
as nominee for Flagstar Bank FSB

Printed name: June M Gorman

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

Before me, the undersigned authority, on this day personally appeared June M Gorman, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument as the owner of the property described hereon.

GIVEN UNDER MY HAND AND SEAL of office this 12<sup>th</sup> day of

September, 2017

Marie Carter

Notary Public in and for the State of Texas Michigan

My Commission expires on: 10-3-2019

Marie Carter  
NOTARY PUBLIC  
STATE OF MICHIGAN,  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES 10/03/2019  
ACTING IN THE COUNTY OF OAKLAND

THOMAS SLOWBE  
Notary Public, State of Texas  
Comm. Expires 04-11-2021  
Notary ID 126767079

FINAL PLAT OF:

# SPHERE SUBDIVISION ONE

4.99 ACRES OUT OF THE ISAAC BUNKER SURVEY,  
ABSTRACT No. 54, IN WILLIAMSON COUNTY, TEXAS

**ENGINEER'S CERTIFICATION**

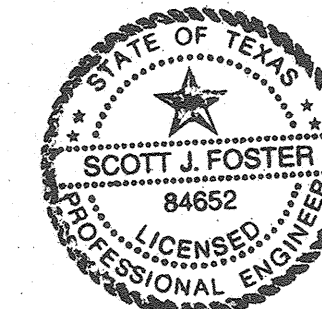
STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

I, Scott J. Foster, a Licensed Professional Engineer in the State of Texas, do hereby certify that subdivision is NOT located in the Edwards Aquifer Recharge Zone and is not encroached by a flood hazard area, as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number 48491C0150E, effective date September 26, 2008, and that each lot conforms to Williamson County regulations.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County,

Texas, this 29 day of July, 2017

Scott J. Foster  
Scott J. Foster, P.E.  
Registered Professional Engineer No. 84652  
360 Professional Services  
P.O. Box 3639  
Cedar Park, Texas, 78630  
Firm No. 4932

**WILLIAMSON COUNTY HEALTH DISTRICT APPROVAL:**

Based upon the representations of the engineer or surveyor whose seal is affixed hereto, and after review of the survey as represented by the said engineer or surveyor, I find that this blue line (survey) 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 any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this blue line (survey) and the documents associated within it.

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

07/10/2017  
Date

**WILLIAMSON COUNTY ADDRESSING**

Road name and address assignments verified this the 14<sup>th</sup> day of June, 2017 A.D.

By: Cindy Bridges  
Williamson County Addressing Coordinator

**COUNTY JUDGE'S APPROVAL**

STATE OF TEXAS  
COUNTY OF WILLIAMSON

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

**COUNTY CLERK'S CERTIFICATION**

STATE OF TEXAS  
COUNTY OF WILLIAMSON

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

**SHEET**

2 OF 2

*Texas Land Surveying, Inc.*

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

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**Commissioners Court - Regular Session****21.****Meeting Date:** 09/26/2017

Texas Workforce Commission Contract 2018

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding the renewal of the Texas Workforce Commission Contract for Constable Pct. 3.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**TWC 2018

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Theresa Lock

Final Approval Date: 09/18/2017

**Reviewed By**

Hal Hawes

Wendy Coco

**Date**

09/18/2017 11:10 AM

09/18/2017 12:12 PM

Started On: 09/18/2017 10:23 AM



**TEXAS WORKFORCE COMMISSION**  
**INFORMATION RELEASE CONTRACT AMENDMENT**

INFORMATION RELEASE					
<b>TWC Contract Number</b>	<b>2915PEN008</b>	<b>Amendment Number</b>	<b>3</b>	<b>Effective Date</b>	<b>September 28, 2017</b>
<b>Recipient</b>					
<b>Name</b>	<b>Williamson County Constable Precinct 3</b>				
<b>Mailing Address</b>	<b>301 S.E. Inner Loop #102</b>				
<b>City/State/Zip</b>	<b>Georgetown, Texas 78626</b>				
<b>Telephone Number</b>	<b>(512) 943-1434</b>				
<b>Remarks</b>					
This amendment is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Information Release Amendment and any referenced attachments.					
<b>Amendment Detail</b>					
<b>Contract Period</b>					
<input checked="" type="checkbox"/> The Contract Period is amended as follows: <div style="display: flex; justify-content: space-between; margin-left: 40px;"> <span>Current End Date: <u>September 30, 2017</u></span> <span>Amended End Date: <u>September 30, 2018</u></span> </div>					
<input type="checkbox"/> There are <b>no</b> changes to the Contract Period pursuant to this amendment.					
<b>General Terms and Conditions</b>					
<input checked="" type="checkbox"/> The General Terms and Conditions are amended as follows: <ul style="list-style-type: none"> <li>Revised the Table of Contents. Changes are in bold.</li> </ul>					
<input type="checkbox"/> There are <b>no</b> changes to the General Terms and Conditions pursuant to this amendment.					
<b>Attachment A: Statement of Work - Project Obligations</b>					
<input checked="" type="checkbox"/> Attachment A: Statement of Work - Project Obligations is amended as follows: <ul style="list-style-type: none"> <li>Revised Sections 1.2 (reworded purpose), 2.1.1 (omitted access to UI data as requested), 3.2.1, and 4.1. Changes are in bold.</li> </ul>					
<input type="checkbox"/> There are <b>no</b> changes to the Statement of Work - Project Obligations pursuant to this amendment.					
<b>Contract Amount</b>					
<input checked="" type="checkbox"/> Contract amount is amended as follows: <ul style="list-style-type: none"> <li>Increased contract amount by \$1,500 for one (1) year.</li> </ul>					<b>Total Amended Contract Amount</b>
<input type="checkbox"/> There are <b>no</b> changes to the contract amount pursuant to this amendment.					<b>\$6,000.00</b>
<b>Changes to Other than the Above Categories</b>					
<input checked="" type="checkbox"/> Other: Attachments B, C, D, G and Attachment H. <ul style="list-style-type: none"> <li>Revised Attachment B: Section 2, 7 and 18. Changes are in bold.</li> <li>Revised Attachment C: First paragraph – reworded purpose. Changes are in bold.</li> <li>Revised Attachment D: Email address is updated.</li> <li>Revised Attachment G: Formerly <i>Protection of Confidentiality – 20 C.F.R §603.9</i>, now <i>Certificate of Destruction for Contractors and Vendors</i>.</li> <li>Revised Attachment H: Entire form changed.</li> </ul>					
<input type="checkbox"/> There are <b>no</b> other changes to the document pursuant to this amendment.					

**Signature Authority**

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

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

Amendment Approval	Amendment Acceptance
Agency: Texas Workforce Commission	Recipient: Williamson County Constable Precinct 3
<div data-bbox="115 520 824 577"><div data-bbox="115 520 747 577"><i>Lisa Richardson</i> 9/15/2017</div><div data-bbox="747 577 824 604">Date</div></div> <div data-bbox="115 577 824 636">Lisa Richardson Chief Information Officer</div>	<div data-bbox="846 520 1550 577"><div data-bbox="846 520 1550 577">Dan Gattis</div><div data-bbox="1474 577 1550 604">Date</div></div> <div data-bbox="846 577 1550 636">County Judge</div>

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Section 6	Breach of Agreement, Default, and Remedies
Section 7	Miscellaneous
Attachment A	Statement of Work – Project Obligations
Attachment B	Safeguards for TWC Information
Attachment C	Texas Workforce Commission User Agreement
Attachment D	Cover Sheet for Transmitting User Agreement and Training Certificate
Attachment E, F	<i>“Intentionally omitted”</i>
<b>Attachment G</b>	<b>Certificate of Destruction for Contractors and Vendors</b>
Attachment H	Quarterly Self-Assessment Report

**INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION  
AND  
WILLIAMSON COUNTY CONSTABLE PRECINCT 3  
STATEMENT OF WORK – PROJECT OBLIGATIONS**

**SECTION 1 – Project Abstract**

- 1.1 Contract Purpose. The purpose of this Contract is to provide Recipient with access to confidential Agency data, to ensure that Recipient will maintain the confidentiality of the data, and to require Recipient to reimburse Agency for costs of providing access at the rates set out in this Contract.
- 1.2 Authorized Use of TWC Information. Subject to the security and confidentiality provisions of this Contract, Recipient is authorized to use TWC Information solely for the following purpose: **to assist in criminal investigations, to assist in locating defendants, witnesses and fugitives in criminal cases, to assist in locating persons with outstanding warrants, to assist in locating probation absconders and locating assets involved in civil court matters** (the “Limited Purpose”). Any other use of TWC Information by Recipient is a breach of this Contract.
- 1.3 References. Section references are to sections of this Attachment A unless otherwise specified.

**SECTION 2 – Obligations of Agency**

- 2.1 Online Access.
  - 2.1.1 Description. Agency agrees to provide online "read-only" access to the following Agency mainframe computer screens:
    - BN75: wage records file;
    - IRS6, STS, and SER: employer master file inquiry.
  - 2.1.2 Number of Users. Subject to Section 3.1, Agency will grant access to the screens listed in Section 2.1.1 to a maximum of ten (10) “Users,” all of whom must be direct Recipient employees.
  - 2.1.3 Availability. Online access will routinely be available Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding State holidays, although Agency does not guarantee access during these periods. Agency may terminate or limit access without notice based on business necessity or in the event of an emergency.

### SECTION 3 – Obligations of Recipient

#### 3.1 Online Access.

- 3.1.1 Annual Fee and Payment. Recipient shall pay Agency a one thousand five hundred dollar (\$1,500.00) annual subscription fee for the online access described in Section 2.1. The annual subscription fee covers the twelve (12) month period that begins on the Begin Date. Payment of the annual subscription fee is due within thirty (30) days of Recipient's execution of this Contract. The annual subscription fee is nonrefundable and will not be prorated in case of early termination of this Contract or suspension of services. Recipient shall pay Agency the annual subscription fee for each subsequent contract year within thirty (30) days of the beginning of each contract year. Recipient shall send payment to Texas Workforce Commission, Revenue and Trust Management, P.O. Box 322, Austin, TX 78767-0322.
- 3.1.2 User Documents. All prospective online Users must execute a *Texas Workforce Commission User Agreement* ("User Agreement"), Attachment C, and complete online TWC Information Technology Security Awareness Training ("Security Training").
- 3.1.3 User Document Submission and Maintenance. Before Agency RACF Administration will issue a User ID and password to a prospective User, Agency RACF Administration must receive from Recipient Contact Person (designated in Section 4.1) copies of a completed User Agreement and certificate of completion of Security Training ("Training Certificate"), with a completed *Cover Sheet for Transmitting User Agreement and Training Certificate* ("Cover Sheet"), Attachment D. Agency may deny access to any prospective User on security grounds. Recipient must maintain on file all original Training Certificates and User Agreements.
- 3.1.4 User Document Renewal. On November 1, 2015 the online access of each User established under a prior contract will be terminated unless Agency RACF Administration has received for the User, from Recipient Contact Person, copies of a new User Agreement and new Training Certificate executed or dated, respectively, no more than thirty (30) calendar days before submission, with a completed Cover Sheet.
- 3.1.5 Annual User Renewal. Each year, on the first day of the month following the anniversary of the Begin Date, the online access of each User will be terminated unless Agency RACF Administration has received for the User, from Recipient Contact Person, copies of a new User Agreement and new Training Certificate executed or dated, respectively, no more than thirty (30) calendar days before submission, with a completed Cover Sheet.
- 3.1.6 Notice of User Employment Change. Recipient shall notify Agency within three (3) calendar days of a User's termination, resignation, or reassignment into a position not requiring access to TWC Information, so that the User's password can be immediately revoked. Failure to provide such notice is a breach of this Contract and may result in immediate suspension of all online access, termination of this Contract, and other penalties provided by law and this Contract.
- 3.1.7 Changes Prohibited. Users shall not change or update any TWC Information contained in Agency's computer stored files. Users shall not use any automated system or software to make multiple queries of Agency's computer stored files.
- 3.1.8 Instructions. Recipient shall be solely responsible for disseminating to Users any instructions provided by Agency regarding navigation of online access to TWC Information.



3.2 Additional Requirements.

- 3.2.1 **Security Safeguards.** Recipient shall establish, maintain, and comply with security safeguards and procedures to protect the confidentiality of all TWC Information. Recipient shall comply with the requirements in *Safeguards for TWC Information, Attachment B*. Failure to comply with any requirement of Attachment B is a breach of this Contract.
- 3.2.2 **Suspension.** Agency may suspend all services without notice if Agency suspects a violation of the security provisions in Attachment B. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of services will not result in security breaches. In the event of an extended suspension of services, Agency will notify Recipient as soon as possible.
- 3.2.3 **Enduring Obligation.** Termination or expiration of this Contract will not end Recipient's responsibility to protect the confidentiality of TWC Information remaining in Recipient's possession, under Recipient's control, or held by a third party subject to contract or agreement with Recipient.
- 3.2.4 **Audit.** Recipient's security safeguards and procedures, as well as Recipient's access to and use of TWC Information, are subject to monitoring, evaluation and audit by Agency.
- 3.2.5 **Inspections.** Recipient shall cooperate fully with any on-site inspections and monitoring activities of Agency. So that Agency may audit Recipient's compliance with the requirements of state and federal law and this Contract, Recipient shall permit Agency access to all sites containing TWC Information (including sites where data is maintained electronically), and to all workplaces used by personnel who have access to TWC Information.
- 3.2.6 **Self-Assessment Report.** Recipient shall submit to Agency a fully-executed *Quarterly Self-Assessment Report*, Attachment H, on the next-occurring quarterly filing date after the Begin Date, and on each quarterly filing date for as long as this Contract is in effect. The quarterly filing dates are January 1, April 1, July 1, and October 1. Each report must have been signed within thirty (30) days preceding submission.
- 3.2.7 **Identity Theft Protection.** In case of unauthorized disclosure of TWC Information by Recipient, Recipient shall purchase identity theft protection service for all individuals whose information was disclosed without authorization. The protection service shall cover each individual for a two-year period and must include, at a minimum, automatic fraud alerts to the individual.
- 3.2.8 **Significant Change.** Recipient agrees to notify Agency in writing within ten (10) calendar days of any significant change affecting Recipient and Recipient's identity, including but not limited to changes in its ownership or control, name, governing board membership, authority of governing board, officeholders, or vendor identification number.
- 3.2.9 **Computer Resources.** Recipient shall provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency.

- 3.2.10 Data Source. Agency does not warrant or guarantee the accuracy of TWC Information. TWC Information includes data provided to Agency by third parties, including employers and employees.

#### SECTION 4 – Contact Persons

- 4.1 Designation. The Parties designate the following primary liaisons for implementation of this Contract:

**Agency Contact Person**

**M. Sonja Elizondo**  
External Data Exchange Contracts (EDEC)  
Procurement and Contract Services Department  
Texas Workforce Commission  
1117 Trinity Street, Room 304T  
Austin, TX 78701

Phone: (512) 463-0291  
Fax: (512) 936-0219  
Email: [RSMContracts@twc.state.tx.us](mailto:RSMContracts@twc.state.tx.us)

**Recipient Contact Person**

**Nancy Moneyhon**  
**Office Specialist Sr.**  
Williamson County Constable Pct. 3  
301 S.E. Inner Loop #102  
Georgetown, Texas 78626

Phone: (512) 943-1434  
Email: [nmoneyhon@wilco.org](mailto:nmoneyhon@wilco.org)

**Send invoices to:**

Theresa Lock  
Chief Deputy  
Williamson County Constable Pct. 3  
301 S.E. Inner Loop #102  
Georgetown, Texas 78626

Phone: (512) 943-1436  
Email: [tlock@wilco.org](mailto:tlock@wilco.org)

- 4.2 Notice. Any notice required under this Contract must be given to the other Party's Contact Person.
- 4.3 Notice to Alternate. If Recipient designates an alternate Contact Person, written notification by Agency to one (1) of the Recipient Contact Persons will satisfy any notification requirement of this Contract.
- 4.4 Change. Recipient may request a change in Recipient Contact Person by submitting to Agency Contact Person a written request on organizational letterhead signed by the person who signed this Contract on behalf of Recipient, or by a successor with authority to bind Recipient contractually. The request must include the TWC Contract Number, the name of the person being replaced, and the name of the new Recipient Contact Person, with job title, work address, phone number, and email address. No change in Recipient Contact Person is effective until acknowledged in writing by Agency.
- 4.5 Communications. Recipient shall include the TWC Contract Number in all communications with Agency.

**SECTION 5 – Effect on Other Contracts**

The Parties agree that this Contract supersedes and replaces all other contracts between them for information release or data sharing, including 2914PEN026.

Remainder of the page intentionally left blank.

## SAFEGUARDS FOR TWC INFORMATION

1. “Recipient” in this Contract shall maintain sufficient safeguards over all TWC Information to prevent unauthorized access to or disclosure of TWC Information:  
  
“TWC Information” means records maintained by Agency (TWC), and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient’s records, files or data compilations.
2. Monitoring. Recipient shall monitor its Users’ access to and use of TWC Information, and shall ensure that TWC Information is used only for the following “Limited Purpose”: **to assist in criminal investigations, to assist in locating defendants, witnesses and fugitives in criminal cases, to assist in locating persons with outstanding warrants, to assist in locating probation absconders and locating assets involved in civil court matters.** Recipient shall also ensure that TWC Information is used only for purposes authorized by law and in compliance with all other provisions of this Contract.
3. Storage. Recipient shall store TWC Information in a place physically secure from access by unauthorized persons.
4. Protection. Recipient shall store and process TWC Information, including that maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain TWC Information by any means.
5. Access. Recipient shall undertake precautions to ensure that only authorized personnel are given access to TWC Information stored in computer systems.
6. Instruction. Recipient shall instruct all personnel having access to TWC Information about all confidentiality requirements including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in this Contract and under state and federal law for unauthorized disclosure of TWC Information. Recipient acknowledges that all personnel who will have access to TWC Information have been instructed as required.
7. Disposal. Recipient shall dispose of TWC Information and any copies thereof after the Limited Purpose is achieved, except for TWC Information possessed by any court. Disposal means return of TWC Information to Agency or destruction of TWC Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. In any case, Recipient shall dispose of all TWC Information within thirty (30) calendar days after the termination, cancellation, or expiration of this Contract, in accordance with Attachment G, *Certificate of Destruction for Contractors and Vendors*, which is attached to this contract and incorporated for all purposes.
8. System. Recipient shall establish and maintain a system sufficient to allow an audit of compliance with the requirements of this Attachment B and the other provisions of this Contract.
9. No Disclosure or Release. Recipient shall not disclose or release any TWC Information other than as permitted in this Contract, without prior written consent of Agency.
10. Unauthorized Disclosure. It is a breach of this Contract to disclose TWC Information orally, electronically, in written or printed form, or in any other manner without the prior written consent of Agency:
  - 10.1 to any contract employee of Recipient or any individual not employed by Recipient;
  - 10.2 to another government entity, including a law enforcement entity;
  - 10.3 to Recipient employees who do not have a need to use TWC Information for the Limited Purpose.

TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

11. Authorized Disclosure. TWC Information may only be disclosed:
  - 11.1 to employees under the direct hiring-and-firing control of Recipient who have a need to use the TWC Information for the Limited Purpose; and
  - 11.2 in a criminal judicial proceeding if the TWC Information is introduced in court as a sealed record with access limited to the prosecutor, defendant, judge, and jury.
12. Security Violation. Recipient shall monitor access of Users and shall notify Agency within twenty-four (24) hours if a security violation of this Contract is detected, or if Recipient suspects that the security or integrity of TWC Information has or may have been compromised in any way.
13. Format. TWC Information is subject to the requirements of this Contract even if the TWC Information is converted by Recipient into another format or medium, or incorporated in any manner into Recipient's records, files, or data compilations.
14. Access Limited. Recipient shall limit access to TWC Information to its employees who need access to achieve the Limited Purpose.
15. Mobile Device and Removal. Recipient shall not place TWC Information on mobile, remote, or portable storage devices, or remove storage media from Recipient's facility, without the prior written authorization of Agency.
16. Public Information Act. Under Texas Labor Code § 301.085, TWC Information is not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.
17. Subpoena. Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations dictate the handling of subpoenas for TWC Information. Recipient shall comply with the requirements of 20 C.F.R. § 603.7 in responding to any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information.
18. **Federal Regulation**. Recipient shall comply with all requirements of *Safeguards for TWC Information (Attachment B of this Contract)* relating to safeguarding TWC Information and insuring its confidentiality.
19. Unauthorized Lookup. A User shall not access TWC Information listed under the User's SSN or the SSN of a co-worker, family member, or friend.
20. Screening – Online Users. Recipient shall screen potential Users and seek online access only for employees that Recipient has determined pose no threat to the security of TWC Information.
21. Screening – All Handlers. Recipient shall permit access to TWC Information only to employees that Recipient has determined pose no threat to the security of TWC Information.
22. Internet. Recipient shall not transmit any TWC Information over the Internet unless it is encrypted using at least 256-bit encryption.
23. Screen Dump. Recipient's security guidelines shall ensure that any screen dump or other extraction of TWC Information will be protected from unauthorized use or disclosure.
24. No Transfer. Recipient shall not transfer the authority or ability to access or maintain TWC Information under this Contract to any other person or entity.

**Commissioners Court - Regular Session****22.****Meeting Date:** 09/26/2017

Austin Materials Renewal 2018

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding the renewal of the vehicle usage contract with Austin Materials for Constable Pct. 3 and Pct. 2.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Austin Materials 2018

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Theresa Lock

Final Approval Date: 09/19/2017

**Reviewed By**

Wendy Coco

**Date**

09/19/2017 03:05 PM

Started On: 09/19/2017 10:14 AM

STATE OF TEXAS                   §     VEHICLE REIMBURSEMENT  
   §     AGREEMENT WITH  
   §     NON-GOVERNMENTAL  
   §     ORGANIZATION  
   §     REGARDING OFF-DUTY  
COUNTY OF WILLIAMSON §     CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

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

1. It is mutually agreed that while the DEPUTIES are working for the NONGOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA.

***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NONGOVERNMENTAL ORGANIZATION.***

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

3. Prior to the beginning of DEPUTIES contracting with the NONGOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
4. The term of this AGREEMENT shall begin on the October 1, 2017, and shall terminate on September 30, 2018. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.<sup>1</sup>
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA:

At the address set forth on signature page below.

COUNTY:

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

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<sup>1</sup> It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.



Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION 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.

**NON-GOVERNMENTAL ORGANIZATION:**

Name of Organization: Austin Materials, LLC

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

Printed Name: Alex Flores

Title: Senior Project Manager

Date: Sept 18, 20 17

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Williamson County Constable Pct. 3

Printed Name of Official: Kerin Stoffe

Signature of Official: \_\_\_\_\_

Date: September 19, 20 17

Address of Office: 301 S.E. Innerloop, Suite 102  
Georgetown, Texas 78626

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: WILLIAMSON COUNTY PCT. 2 CONSTABLE'S OFFICE

Printed Name of Official: RICK COFFMAN

Signature of Official: 

Date: SEPTEMBER 18, 20 17

Address of Office: 350 DISCOVERY BLD. STE. 205  
CEDAR PARK, TX 78613

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: \_\_\_\_\_

Printed Name of Official: \_\_\_\_\_

Signature of Official: \_\_\_\_\_

Date: \_\_\_\_\_, 20 \_\_\_\_\_

Address of Office: \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

**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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Marsh USA, Inc.  
1166 Avenue of the Americas  
New York, NY 10036  
Attn: NewYork.Certs@marsh.com Fax: 212-948-0500

**CONTACT NAME:**  
**PHONE**  
(A/C, No, Ext):  
**E-MAIL**  
**ADDRESS:**

**FAX**  
(A/C, No):

## INSURER(S) AFFORDING COVERAGE

NAIC #

**INSURER A:** ACE American Insurance Company 22667

**INSURER B:** N/A N/A

**INSURER C:** N/A N/A

**INSURER D:**

**INSURER E:**

**INSURER F:**

**INSURED**  
Austin Materials LLC  
9020 N. Capital of TX Highway  
Building II, Suite 250  
Austin, TX 78759

## COVERAGES

**CERTIFICATE NUMBER:**

NYC-010127453-02

**REVISION NUMBER:** 11

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			*HDO G27861039	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Williamson County Off Duty Police Officers 2017-2018

WILLIAMSON COUNTY, TEXAS is included as additional insured where required by written contract.

## CERTIFICATE HOLDER

Williamson County, Texas  
Theresa Lock  
710 Main Street, Suite 301  
Georgetown, TX 78626

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Rudy P. Milfort

**Commissioners Court - Regular Session****23.****Meeting Date:** 09/26/2017

Recognition of 2017 Achievement of Excellence for Purchasing

**Submitted For:** Randy Barker**Submitted By:** Randy Barker, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on recognizing the Purchasing Department as the recipient of the 2017 Achievement of Excellence in Public Procurement Award by the National Procurement Institute (NPI).

**Background**

The 2017 award represents the 18th consecutive year that Williamson County has achieved this prestigious honor and recognition. The Achievement of Excellence in Procurement award is nationally and internationally recognized as the gold standard for the achievement of excellence, innovation and best practices in the profession of public procurement. The award criteria have evolved since the award's inception to reflect changes that have occurred in areas such as technology, while maintaining the high standards and insistence on public procurement best practices that the award is known for. In 1995, the National Procurement Institute, Inc. (NPI) established this program designed to recognize organizational excellence in public procurement. The Achievement of Excellence in Procurement® (AEP) is awarded annually. This prestigious award is earned by those organizations that demonstrate excellence by obtaining a high score based on standardized criteria. The criteria are designed to measure **Innovation, Professionalism, Productivity, E-procurement, and Leadership** attributes of the procurement organization.

National and international sponsors include: the National Procurement Institute (NPI), the California Association of Public Procurement Officials (CAPPO), the Florida Association of Public Procurement Officials (FAPPO), the Institute for Supply Management (ISM), the National Institute for Public Procurement (NIGP), the National Association of State Procurement Officials (NASPO), the National Association of Educational Procurement (NAEP), the Texas Public Purchasing Association (TxPPA), and the Canadian Public Procurement Association.

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Randy Barker

Final Approval Date: 09/20/2017

**Reviewed By**

Wendy Coco

**Date**

09/20/2017 03:34 PM

Started On: 09/18/2017 02:45 PM



Mr. Randy Barker, CPPO, CPPB  
Purchasing Agent/Director  
Williamson County  
901 S. Austin Ave.  
Georgetown, TX 78626

Subject: 2017 Achievement of Excellence in Procurement® Award

Dear Mr. Randy Barker,

I'm pleased to inform you that your agency's procurement department has earned the 2017 Achievement of Excellence in Procurement Award.

We've attached your copy of the formal announcement letter sent to the organization official identified in your application, and your scorecard (ID 614) is enclosed.

A beautiful AEP Award trophy will be shipped to your organization in the coming weeks.

Congratulations on the 2017 Achievement of Excellence in Procurement® Award!

Sincerely,

Brian P. Garrity, CPSM, C.P.M., CPPB  
Achievement of Excellence in Procurement® Officer

The Achievement of Excellence in Procurement® recognizes organizational excellence in public and non-profit procurement. The award criteria are designed to measure innovation, professionalism, e-procurement, productivity, and leadership attributes of the procurement function. The Achievement of Excellence in Procurement® is sponsored by the National Procurement Institute (NPI), the California Association of Public Procurement Officials (CAPPO), the Florida Association of Public Procurement Officials (FAPPO), the Institute for Supply Management (ISM), NIGP: The Institute for Public Procurement, the National Association of Educational Procurement (NAEP), the Texas Public Purchasing Association (TxPPA), and the Canadian Public Procurement Association / Conseil canadien des marchés publics (CPPC/CCMP).

National Procurement Institute, Inc.  
PO Box 2774, Rockport, TX 78381  
702-989-8095



July 24, 2017

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

Dear Judge Gattis,

I'm pleased to inform you that your agency's procurement department has earned the 2017 Annual Achievement of Excellence in Procurement® Award. The continuously evolving AEP criteria are designed to measure state of the art in best practices.

The Williamson County is one of only 50 agencies in TX and one of only 68 Cities in the United States and Canada to receive the award. Your organization has received the award for eighteen consecutive years.

Congratulations on the 2017 Achievement of Excellence in Procurement® Award!

Sincerely,

Brian P. Garrity, CPSM, C.P.M., CPPB  
Achievement of Excellence in Procurement® Award Officer

cc: Mr. Randy Barker, CPPO, CPPB, Purchasing Agent/Director

The Achievement of Excellence in Procurement® recognizes organizational excellence in public and non-profit procurement. The award criteria are designed to measure innovation, professionalism, e-procurement, productivity, and leadership attributes of the procurement function. The Achievement of Excellence in Procurement® is sponsored by the National Procurement Institute (NPI), the California Association of Public Procurement Officials (CAPPO), the Florida Association of Public Procurement Officials (FAPPO), the Institute for Supply Management (ISM), NIGP: The Institute for Public Procurement, the National Association of Educational Procurement (NAEP), the Texas Public Purchasing Association (TxPPA), and the Canadian Public Procurement Association / Conseil canadien des marchés publics.

National Procurement Institute, Inc.  
PO Box 2774, Rockport, TX 78381  
702-989-8095

**Commissioners Court - Regular Session****24.****Meeting Date:** 09/26/2017

Presentation

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

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**Information****Agenda Item**

Hear presentation regarding Field of Honor, a Tribute to Service Above Self.

**Background**

Field of Honor, a Tribute to Service Above Self will be hosted by the Rotary Club of Georgetown. It benefits our military and first responders and their families. This event will be held in San Gabriel Park from November 5th - 12th. It is a Central Texas event is licensed by the Colonial Flag Foundation.  
[www.GeorgetownTxFieldofHonor.org](http://www.GeorgetownTxFieldofHonor.org)

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Wendy Coco

Final Approval Date: 09/20/2017

**Reviewed By**

Wendy Coco

**Date**

09/20/2017 01:47 PM

Started On: 09/20/2017 01:41 PM

**Commissioners Court - Regular Session****25.****Meeting Date:** 09/26/2017

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

**Submitted For:** Robert Daigh**Submitted By:** Lydia Linden, Infrastructure**Department:** Unified Road System**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

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

**Background**

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 08/24/2017

**Reviewed By**

Wendy Coco

**Date**

08/24/2017 11:49 AM

Started On: 08/24/2017 11:18 AM



**Commissioners Court - Regular Session****26.****Meeting Date:** 09/26/2017

Corridor A1 (FM1660) Kennedy Consulting Contract Amendment No 1

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a contract amendment no. 1 for the Corridor A1 (FM1660) project between Williamson County and Kennedy Consulting, Inc. relating to the LRTP Corridor Program.

**Background**

No change to contract cap or rates. Only revised engineering scope of services to include Traffic Engineering Services on all Long Range Transportation Corridor Projects to allow for traffic forecasts to be produced using the 2040 CAMPO model.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[CorridorA1\(FM1660\)-KCI-ContractAmendment1](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 09/21/2017

**Reviewed By**

Wendy Coco

**Date**

09/21/2017 09:39 AM

Started On: 09/20/2017 04:44 PM



**CONTRACT AMENDMENT NO. 1**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY LONG RANGE  
TRANSPORTATION CORRIDOR PROJECT:  
Corridor A1 (FM 1660) ("Project")**

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

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 13, 2017 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$ \$4,500,000.00 ; and,

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

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

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

- I. ~~The Compensation Cap under Article 5 of the Contract is hereby increased from \$ N/A to \$ N/A.~~
- II. ~~The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).~~
- III. The Engineering Scope of Services in the original Exhibit B is hereby amended to include Traffic Engineering Services on all Long Range Transportation Corridor Projects. (see attached amended Exhibit B)

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

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

**ENGINEER:**

By: J. Kevin Kennedy  
Signature  
J. Kevin Kennedy  
Printed Name

President  
Title

9-18-2017  
Date

**COUNTY:**

By: \_\_\_\_\_  
Signature  
Dan A. Gattis  
Printed Name

County Judge  
Title

\_\_\_\_\_  
Date

OK  
my 9/18/2017

## **EXHIBIT B**

### **ENGINEERING SERVICES**

**General Work Description:** Provide engineering services and planning to develop Transportation Corridor A-1 as shown on the attached map.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

**TASK 1 - PROJECT MANAGEMENT**

**TASK 2 - ROUTE AND DESIGN STUDIES**

**TASK 3 - PUBLIC INVOLVEMENT**

**TASK 4 - SURVEYING**

**TASK 5 - ROW MAPPING**

**TASK 6 - ENVIRONMENTAL STUDIES & DOCUMENTS**

**TASK 7 - GEOTECHNICAL SERVICES**

**TASK 8 - PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)**

**TASK 9 - CONSTRUCTION PHASE SERVICES**

General Work Description: Provide the following services for all Transportation Corridors as shown on the attached map.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

**\*\* TRAFFIC ENGINEERING & STUDIES**

### EXHIBIT B ENGINEERING SERVICES

**Legend**

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

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



WILLIAMSON  
COUNTY

**Commissioners Court - Regular Session****27.****Meeting Date:** 09/26/2017

1604-068 Forest North Phase 1 Change Order No. 5

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

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**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of \$65,103.79 for Forest North Phase 1, a Road Bond Project in Commissioner Pct. 1.

**Background**

This Change Order revises drainage work in the Braeburn, Stillforest, and Wisterwood Zones. The cost of the additional work was paid by overrunning existing pay items where possible; or for work not covered by an existing pay item, the cost of the work was tracked by force account (time and materials).

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**Fiscal Impact**

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

[1604-068 - Forest North Ph 1 Co No 5](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 09/21/2017

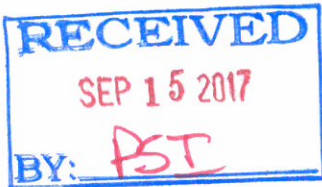
**Reviewed By**

Wendy Coco

**Date**

09/21/2017 09:39 AM

Started On: 09/19/2017 05:09 PM



WILLIAMSON COUNTY, TEXAS  
CHANGE ORDER NUMBER: 5

Received

SEP 14 2017

HNTB Corporation  
Round Rock

1. CONTRACTOR: DeNucci Constructors
2. Change Order Work Limits: Sta. various locations to Sta. various locations
3. Type of Change(on federal-aid non-exempt projects): Min (Major/Minor)
4. Reasons: 3F (3 Max. - In order of importance - Primary first)

Project:	<u>1604-068</u>
Roadway:	<u>Forest North Drainage Ph 1</u>
CSJ Number:	<u></u>

5. Describe the work being revised:

**3F: County Convenience. Additional work desired by the County.** This Change Order revises drainage work in the Braeburn, Stillforest and Wisterwood Zones. The cost of the additional work was paid by overrunning existing pay items where possible or for work not covered by an existing pay item, the cost of the work was tracked by force account (time and materials).

6. Work to be performed in accordance with Items: See attached.
7. New or revised plan sheet(s) are attached and numbered: SF3,SF5-6,SF9,SF11,SF13,SF17,SF21,WW1,WW3-16
8. New Special Provisions/Specifications to the contract are attached: Yes No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

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

**The following information must be provided**

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: \$65,103.79

THE CONTRACTOR

Date 9/13/17

By

Paul T. DeNucci  
Typed/Printed Name PAUL T. DENUCCI  
Typed/Printed Title MANAGER

RECOMMENDED FOR EXECUTION:

James D. F. P.E. 9/14/17  
Project Manager Date

N/A  
Design Engineer Date

9/14/17 9/15/2017  
Program Manager Date

Design Engineer's Seal:

see Revised Plan Sheets

County Commissioner Precinct 1 Date  
APPROVED REQUEST APPROVAL

County Commissioner Precinct 2 Date  
APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date  
☐ APPROVED

**Project # 1604-068**

[illegible]

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
110 6002	EXCAVATION (CHANNEL)	CY	\$3.00	2,868.00	\$8,604.00	(264.00)	2,604.00	\$7,812.00	(\$792.00)
402 6001	TRENCH EXCAVATION PROTECTION	LF	\$10.00	3,450.00	\$34,500.00	352.00	3,802.00	\$38,020.00	\$3,520.00
464 6003	RC PIPE (CL III)(18 IN)	LF	\$55.00	1,968.00	\$108,240.00	756.00	2,724.00	\$149,820.00	\$41,580.00
464 6005	RC PIPE (CL III)(24 IN)	LF	\$65.00	1,310.00	\$85,150.00	716.00	2,026.00	\$131,690.00	\$46,540.00
464 6008	RC PIPE (CL III)(36 IN)	LF	\$95.00	1,579.00	\$150,005.00	85.00	1,664.00	\$158,080.00	\$8,075.00
465 6126	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT)	EA	\$3,800.00	31.00	\$117,800.00	12.00	43.00	\$163,400.00	\$45,600.00
465 6127	INLET (COMPL)(PSL)(FG)(4FTX4FT-3FTX3FT)	EA	\$4,200.00	19.00	\$79,800.00	9.00	28.00	\$117,600.00	\$37,800.00
465 6128	INLET (COMPL)(PSL)(FG)(4FTX4FT-4FTX4FT)	EA	\$4,800.00	10.00	\$48,000.00	(1.00)	9.00	\$43,200.00	(\$4,800.00)
465 6130	INLET (COMPL)(PSL)(FG)(3FTX5FT-3FTX5FT)	EA	\$4,800.00	0.00	\$0.00	2.00	2.00	\$9,600.00	\$9,600.00
467 6358	SET (TY II) (18 IN) (RCP) (4: 1) (C)	EA	\$2,400.00	17.00	\$40,800.00	(4.00)	13.00	\$31,200.00	(\$9,600.00)
467 6359	SET (TY II) (18 IN) (RCP) (4: 1) (P)	EA	\$2,400.00	69.00	\$165,600.00	(5.00)	64.00	\$153,600.00	(\$12,000.00)
467 6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	EA	\$2,800.00	22.00	\$61,600.00	(22.00)	0.00	\$0.00	(\$61,600.00)
467 6391	SET (TY II) (24 IN) (RCP) (4: 1) (P)	EA	\$3,300.00	12.00	\$39,600.00	(12.00)	0.00	\$0.00	(\$39,600.00)
467 6394	SET (TY II) (24 IN) (RCP) (6: 1) (C)	EA	\$3,800.00	15.00	\$57,000.00	(15.00)	0.00	\$0.00	(\$57,000.00)
467 6423	SET (TY II) (30 IN) (RCP) (6: 1) (P)	EA	\$4,800.00	1.00	\$4,800.00	5.00	6.00	\$28,800.00	\$24,000.00
530 6004	DRIVEWAYS (CONC)	SY	\$105.00	2,582.00	\$271,110.00	62.00	2,644.00	\$277,620.00	\$6,510.00
531 6001	CONC SIDEWALKS (4")	SY	\$42.00	455.00	\$19,110.00	111.00	566.00	\$23,772.00	\$4,662.00
502-WC01	BARRICADES, SIGNS AND TRAFFIC HANDLING	DAY	\$106.67	0.00	\$0.00	10.00	10.00	\$1,066.70	\$1,066.70
999-WC01	RFI #10: REMOVE SET'S AND RAISE PIPE; NW MOORBERRY / WOODTHORPE	LS	\$2,612.82	0.00	\$0.00	1.00	1.00	\$2,612.82	\$2,612.82
999-WC02	RFI #13: ADJUST INLETS; BROADMEADE / BRAEBURN GLEN	LS	\$2,722.99	0.00	\$0.00	1.00	1.00	\$2,722.99	\$2,722.99
999-WC03	RFI #15: REMOVE SET, ADD PIPE AND JCTBOX; NE MOORBERRY / WOODTHORPE	LS	\$4,289.07	0.00	\$0.00	1.00	1.00	\$4,289.07	\$4,385.91
999-WC04	RFI #22 & #24: PIPE UG; BROADMEADE AND BRAEBURN GLEN	LS	\$2,074.33	0.00	\$0.00	1.00	1.00	\$2,074.33	\$2,074.33
999-WC05	RFI #23: PIPE UG; STILLFOREST AND TOTTENHAM	LS	\$9,229.58	0.00	\$0.00	1.00	1.00	\$9,229.58	\$9,746.04
	TOTALS				\$1,291,719.00			\$1,356,209.49	\$65,103.79



## CHANGE ORDER REASON(S) CODE CHART

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

## **Williamson County Road Bond Program**

### **Forest North Phase 1 Williamson County Project No. 1604-068**

#### **Change Order No. 5**

#### **Reason for Change**

This Change Order revises drainage work in the Braeburn, Stillforest and Wisterwood Zones. The cost of the additional work was paid by overrunning existing pay items where possible or for work not covered by an existing pay item, the cost of the work was tracked by force account (time and materials).

Braeburn Zone – RFI#10. Slopes adjacent to inlet and along the west side of Woodthorpe were steeper than 3:1. The solution was to raise the inlet and install pipe in the ditch to eliminate slopes steeper than 3:1. The additional work included removing existing safety end treatments, installing pipe, raising an inlet and re-grading above the new pipe. Pipe installation was paid under an existing pay item. A new pay item was added to pay for removal of safety end treatments, raising the area inlet and re-grading.

Stillforest Zone – RFI#12. Work identified in the original plans for Chatterton Court was deleted from the contract, due to the unavailability of a temporary construction easement. Storm sewer pipe, driveway construction, concrete sidewalk and safety end treatments were removed from the contract.

Braeburn Zone – RFI#13. Ditch slopes adjacent to inlets along Broadmeade Avenue were steeper than 3:1. The solution was to cap one of the inlets and raise the other inlet to eliminate slopes steeper than 3:1. The additional work included constructing a concrete cap on an inlet, raising an inlet and re-grading the ditch. A new pay item was required to pay for this work.

Stillforest Zone – RFI#14. The storm sewer pipe alignment changed and was lengthened to meet the requirements of the right-of-way acquisition agreement between County and property owners. The existing pay item for the storm sewer pipe was overrun to pay for this work.

Braeburn Zone – RFI#15. Ditch slopes along the east side of Woodthorpe were steeper than 3:1. The solution was to install pipe in the ditch along Woodthorpe, remove and regrade original storm sewer pipe street crossing, install a junction box that connects the new pipe to the existing pipe and the installation of a new area inlet located near driveway along Moorberry Street. The pipe installation and the area inlets were paid under existing pay items. A new pay item was added to pay for the removal of an existing safety end treatment, haul-off of pipe that was removed, and placement of flowable backfill for the new pipe that crosses the street.

Stillforest Zone – RFI#20. Ditch slopes along Stillforest Street were steeper than 3:1. The solution was to change the drainage design from an above ground ditch to an underground pipe drainage system. The changes included deleting safety end treatments on driveway culvert pipes, adding storm sewer pipe and area inlets. Existing pay items were used to pay for the additional pipe and area inlets. Safety end treatments on driveway culverts were deleted.

Wisterwood Zone – RFI#22. Ditch slopes along Broadmeade were steeper than 3:1. The solution was to change the drainage design from an above ground ditch to an underground pipe drainage system. The changes include deleting safety end treatments on driveway/sidewalk culvert pipes, adding storm sewer pipe and area inlets. Existing pay items were used to pay for the additional pipe and area inlets. Safety end treatments on driveways and sidewalks were deleted. A new pay item was added to pay the Contractor for a manhole base that was on the project but not used in the final design and to pay for concrete connection collars.

Stillforest Zone – RFI#23. This RFI Refers to RFI#20 and changed the drainage system along Stillforest Street. Storm sewer pipe grades were changed after relocation of City of Austin waterline was completed across Tottenham Court. The changes required storm sewer pipe to be installed under an existing waterline. Existing pay items were used to pay for additional trench excavation protection. A new pay item was added to pay for work under the existing waterline and to adjust area inlets.

Wisterwood Zone – RFI#24. Storm sewer pipe was extended through existing driveways located on Braeburn Glen. Area inlets were raised and the locations were adjusted. An inlet was also added. Existing pay items were used to pay for this additional work.

The following is a summary of new items required for this change order.

ITEM	DESCRIPTION	QTY	UNIT
465 6130	INLET (COMPL)(PSL)(FG)(3FTX5FT-3FTX5FT)	2	EA
502-WC01	BARRICADES, SIGNS AND TRAFFIC HANDLING	10	DAY
999-WC01	RFI #10: REMOVE SET'S AND RAISE PIPE; NW MOORBERRY / WOODTHORPE	1	LS
999-WC02	RFI #13: ADJUST INLETS; BROADMEADE / BRAEBURN GLEN	1	LS
999-WC03	RFI #15: REMOVE SET, ADD PIPE AND JCTBOX; NE MOORBERRY / WOODTHORPE	1	LS
999-WC04	RFI #22 & #24: PIPE UG; BROADMEADE AND BRAEBURN GLEN	1	LS
999-WC05	RFI #23: PIPE UG; STILLFOREST AND TOTTENHAM	1	LS

This Change Order results in a net increase of \$65,103.79 to the Contract amount, for an adjusted Contract total of \$3,862,435.72. The original Contract amount was \$3,556,659.50. Due to all Change Orders to-date, \$305,776.22 has been added to the Contract. These changes result in an 8.60% net increase to the Contract cost. The City of Austin will reimburse the County \$149,741.78 (4.21%) for waterline changes and the remaining \$156,034.44 (4.39%) is due to County storm sewer changes. Zero (0) additional days will be added to the Contract as a result of this Change Order.

**HNTB Corporation**

James Klotz, P.E.

**From:** paul@denucciconstructors.com  
**Sent:**  
**To:**  
**Cc:**

**Subject:**

Hi Eddie - Here are the unit prices:

~~48" SS Manhole complete: \$3800.00~~ *New Item*  
 3 x 5, 3x5 Inlet complete: \$4,800.00 → *(465-6130)*

Paul T. DeNucci  
 DeNucci Constructors, LLC  
 8310-1 Cap Tx Hwy N. Ste 275  
 Austin, Texas 78731  
 512-335-0600  
 512-342-0600 fax  
 512-658-3986 cell  
 paul@denucciconstructors.com  
 www.denucciconstructors.com

----- Original Message -----

Subject: RE: Forest North RFI #22 and RFI #24  
 From: "Eddie R. Church" <erchurch@HNTB.com>  
 Date: Tue, July 18, 2017 2:27 pm  
 To: "paul@denucciconstructors.com" <paul@denucciconstructors.com>  
 Cc: Christen Eschberger <ceschberger@HNTB.com>, Clayton Weber  
 <cweber@HNTB.com>, Ryan Rivera <rrivera@HNTB.com>, Dawn Haggard  
 <dhaggard@HNTB.com>, "nancyc@denucciconstructors.com"  
 <nancyc@denucciconstructors.com>, 62811\_1604-068\_ForestNorthPh1  
 <ForestNorthPh1@HNTB.com>, James Klotz <jklotz@HNTB.com>

Paul,

Per the response and revised plan sheets for RFI's #22 and #24, please provide a cost proposal (COP) for the following new Contract items.

ITEM	DESCRIPTION		UNIT	QUANTITY
<del>465 6002</del>	<del>MANH (COMPL)(PRM)(48IN)</del>		EA	1.00
465 6130	INLET (COMPL)(PSL)(FG)(3FTX5FT-3FTX5FT)		EA	2.00

**REQUEST FOR INFORMATION FORM**RFI NO.: 10DATE: 3/27/17PROJECT: Forest North Drainage Improvements

RESPONSE REQUESTED BY

DATE: 3/30/17TO: Ryan Rivera**REFERENCE:** Area Inlet BB200-Sheet 16 (Braeburn Glen Zone)**PROBLEM:**

BB 200 and the driveway pipe for Driveway #10 have been installed per plan. The slope between BB 200 and the EOP for Woodthorpe is steeper than a 3:1. The distance between BB 200 and the EOP is 7' 4" with an elevation difference of 3.21'. FYI, There is also a fire hydrant line that has been installed upstream (10' north) from BB 200 on Woodthorpe with a top of pipe elevation of 890.45 that ties into the main. I have attached a sketch and a photo of the area and issue.

**RECOMMENDED SOLUTION:**

Please advise.

Ryan Rivera HNTB  
Originator

Clayton Weber  
Supervisor

**RESPONSE:**

Two potential solutions were presented for this location: to add riprap to the slopes exceeding 3:1 or revising the storm sewer configuration to raise the inlet. Per the RDM, guardrail would not be required at this location with the installation of the riprap. At the direction of the GEC, the storm sewer will be revised as shown in the attached.

Victoria Ortega, PE, KFA  
Responder

4/11/2017  
Date

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

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

Attachments to RFI: 7 revised plan sheets.

Cc:



# CHANGE ORDER PROPOSAL

Item 999-COP10

Contractor: DeNucci Constructors, LLC.

Project Name: Forest North Drainage Improvements JOB #1604-068 AWW# W-2016-3212.146

Change Order Proposal Number: 10

Date: 4/26/2017

Description:

Per RFI #10: Revise Storm sewer line BB26, remove (3) SETS and clean; extend pip; , replace SETS with new ramneck; add 97 LF of 18" RCP and raise Inlet BB200. Backfill over pipe with topsoil and compact.

Labor:

Position	Quantity	RT Hrs	OT Hrs	RT Rate	OT Rate	Total
General Superintendent				\$48.23		\$0.00
Superintendent Utilities	1	8		\$44.29		\$354.32
Superintendent Concrete				\$31.00		\$0.00
Operators	1	8		\$22.00		\$176.00
Pipe Layer	1	8		\$18.00		\$144.00
Pipe Layer	1	8		\$17.50		\$140.00
Laborer - Utility	1	8		\$18.50		\$148.00
Laborer - Concrete	1	3		\$22.00		\$66.00
Concrete Form Setter	1	3		\$21.50		\$64.50
Concrete Finisher	1	3		\$25.00		\$75.00
Truck Driver				\$35.00		\$0.00
Surveyors				\$20.50		\$0.00
Subtotal						\$1,176.82

Material

Description	Quantity	Unit	Rate	Total
1.5' 3x3 Inlet riser	1	ea		\$225.00
		days		\$0.00
				\$0.00
				\$0.00
Subtotal				\$225.00

Subcontractors/Vendors:

Description	Total

Unit Pricing

464-6003

Description	Quantity	Unit	Price	Total
18" RCP	97	LF	\$55.00	\$5,335.00
Traffic Control	0.13	MO	\$3,200.00	\$416.00
				\$0.00
				\$0.00
Subtotal				\$5,751.00

Equipment:

Description	Quantity	Unit	Operating Cost/Hour	Standby Rate	Total
314 Excavator	4	Hours	\$71.59		\$286.36
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Subtotal					\$286.36

Labor		1175.82	
Labor Burden	55%	646.70	\$1,175.82
Labor P & O	15%	176.37	\$646.70
Material		225.00	\$176.37
Material P & O	15%	33.75	\$225.00
Subcontractor		286.36	\$33.75
Subcontractor P & O	5%	47.95	\$0.00
Bid Item			\$0.00
Equipment		2586.95	\$5,751.00
Equipment P&O	15%		\$286.36
Bond	1%	25.87	\$42.85
TOTAL			\$8,295
			\$8,420.91

Additional days requested: 4

# 2,612.82

## REQUEST FOR INFORMATION FORM

RFI NO.: 13DATE: 3/29/17PROJECT: Forest North Drainage ImprovementsRESPONSE REQUESTED BY  
DATE: 4/5/17TO: Vicki Ortega

**REFERENCE:** Braeburn Zone Plan regarding area inlet BB 107, BB108, various plan sheets in this zone.

**PROBLEM:**

Slopes adjacent to inlets BB107 and BB108 are not 3:1 due to sidewalk that is located along Broadmeade. Slope along sidewalk is steeper than 1:1.

**RECOMMENDED SOLUTION:**

1. Due to an existing sidewalk along Broadmeade the inlet grate elevation does not provide a 3:1 slope from the edge of the side walk to the inlet. In review of the drainage area the inlet is 1.92' lower than the nearest edge of pavement or driveway. With that in mind it appears that the grate can be raised to provide safe slopes.
2. Backfill and cover inlet BB107 to provide safe slopes and convey drainage to inlet BB108. BB108 also needs to be raised to provide 3:1 slopes adjacent to sidewalk.

Clayton Weber

Originator

Christen Eschberger

Supervisor

**RESPONSE:**

Backfill and cover inlet BB107 to convey drainage to inlet BB108. Raise the elevation of inlet BB108 to 888.50'. The slope of the channel from Driveway 1 should be consistent to BB107 and a consistent grade from BB107 to BB108 to maintain positive drainage.

Inlet BB108 has already been installed and there is approximately 20 inches from the existing sidewalk edge to BB108 and 12 inches of clearance from the edge of the concrete inlet to the metal frame of the inlet grate. It is recommended that a concrete riprap slope (3:1) be doweled in from the sidewalk into the edge and approximately 4 inches horizontally over the top of the inlet box to maintain the required 3:1 slope (see detail).

Victoria Ortega, PE, KFA

Responder

4/11/2017

Date

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

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

Attachments to RFI:  
Cc:



## CHANGE ORDER PROPOSAL

Contractor:

DeNucci Constructors, LLC.

Project Name:

Forest North Drainage Improvements JOB #1604-068 AWW# W-2016-3212.146

Change Order Proposal Number:

7

Date: 4/13/2017

Description:

Cap inlet BB107; Raise Inlet BB108; Place Concrete Rip Rap at BB108. Per RFI 13

Labor:

Position	Quantity	RT Hrs	OT Hrs	RT Rate	OT Rate	Total
General Superintendent				\$49.23		\$0.00
Superintendent Utilities	1	4		\$44.29	✓	\$177.16
Superintendent Concrete	1	4		\$31.00		\$124.00
Operators	1	4		\$22.00	✓	\$88.00
Pipe Layer	1	4		\$20.00	✓	\$80.00
Pipe Layer	1	4		\$19.00	✓	\$76.00
Laborer - Utility	1	4		\$18.50	✓	\$74.00
Laborer - Concrete	1	4		\$22.00	✓	\$88.00
Concrete Form Setter	1	4		\$21.50	✓	\$86.00
Concrete Finisher	2	4		\$25.00	✓	\$200.00
Truck Driver				\$35.00		\$0.00
Surveyors				\$20.50		\$0.00
Subtotal						\$993.16

\* need  
D/C

Material

Description	Quantity	Unit	Rate	Total
Grout and Bricks	1	LS	\$250.00	\$250.00
Concrete	3	CY	\$90.50	\$271.50
				\$0.00
				\$0.00
Subtotal				\$521.50

Subcontractors/Vendors:

Description	Total

Unit Pricing

Description	Quantity	Unit	Price	Total
				\$0.00
				\$0.00
				\$0.00
Subtotal				\$0.00

Equipment:

Description	Quantity	Unit	Operating Cost/Hour	Standby Rate	Total
303 Mini Excavator	4	Hours	\$18.41		\$73.64
938 Loader	4	Hours	\$70.27		\$281.08
Hydraulic Hammer	0	Hours	\$54.36		\$0.00
					\$0.00
					\$0.00
Subtotal					\$354.72

Labor		
Labor Burden	55%	\$993.16
Labor P & O	15%	\$546.24
Material		\$148.97
Material P & O	15%	\$521.50
Subcontractor		\$78.23
Subcontractor P & O	5%	\$0.00
Bid Item		\$0.00
Equipment		\$0.00
Equipment P&O	15%	\$354.72
Bond	1%	\$53.21
TOTAL		\$26.96
		\$2,722.99

Additional days requested: 3

## REQUEST FOR INFORMATION FORM

RFI NO.: 15 revised DATE: 4/19/17  
PROJECT: Forest North Drainage Improvements RESPONSE REQUESTED BY  
DATE: 5/2/17  
TO: Vicki Ortega

**REFERENCE:** Channel BB2-1 - Sheet 14 (Braeburn Glen Zone)

**PROBLEM:**

Channel BB2-1 ditch slopes are steeper than 3 to 1 between Sidewalk 9S and Culvert C-17. Both the front and back slopes were field measured and range between 2.1 to 1 and 2.7 to 1. See Detail A on attached sheet BB5 of BB19. Please advise on solution to ensure Channel BB2-1 drains into Culvert C-17 and associated slopes are not steeper than 3 to 1. Please provide revised plan sheet and grades.

**RECOMMENDED SOLUTION:**

Please Advise.

Eddie Church

Originator

Clayton Weber

Supervisor

**RESPONSE:**

Preferred Option #2) This option has the inlet placed further east where there is more space to grade in the ROW. In this scenario, we've buried the top of junction box since we cannot fit the smallest TxDOT grate within the ROW with the constraints of no riprap and grade ties in the temporary easement.

Victoria Ortega, PE, KFA

Responder

5/2/2017

Date

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

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

Attachments to RFI:  
Cc:

## CHANGE ORDER PROPOSAL

Contractor: DeNucci Constructors, LLC.

Project Name: Forest North Drainage Improvements JOB #1604-068 AWW# W-2016-3212.146

Change Order Proposal Number: COP 13 REV 1 Date: 7/13/2017

## Description:

**Costs associated with RFI # 15 (revised).** Work includes adding 95 LF of 18" RCP, 3x3 Junction Box, 3x3 Inlet, Remove 1 SET, Demo, Remove and haul-off 22 LF of RCP pipe encased under flowable fill under street. Braeburn Zone

## Labor:

Position	Quantity	RT Hrs	OT Hrs	RT Rate	OT Rate	Total
General Superintendent				\$49.23		\$0.00
Superintendent Utilities	1	6		\$44.28		\$265.68
Superintendent Concrete				\$31.00		\$0.00
Operator	1	6		\$22.00		\$132.00
Operator				\$19.50		\$0.00
Pipe Layer	1	6		\$18.00		\$108.00
Pipe Layer	1	6		\$19.00		\$114.00
Pipe Layer	1			\$20.00		\$0.00
Laborer - Utility				\$17.00		\$0.00
Laborer - Utility	1	6		\$18.50		\$111.00
Laborer - Concrete				\$22.00		\$0.00
Concrete Form Setter				\$21.50		\$0.00
Concrete Finisher				\$25.00		\$0.00
Truck Driver	1	3		\$20.00		\$60.00
Surveyors				\$20.50		\$0.00
Subtotal						\$790.68

## Material

Description	Quantity	Unit	Rate	Total
3 x 3 Junction Box	1	EA	1693.53	\$1,693.53
				\$0.00
				\$0.00
				\$0.00
Subtotal				\$1,693.53

## Subcontractors/Vendors:

Description	Total
Subtotal	\$0.00

## Unit Pricing

Description	Quantity	Unit	Price	Total
Traffic Control	0.07	mo	\$3,200.00	\$224.00
3 x 3 Inlet	1	EA	\$3,800.00	\$3,800.00
18" RCP	95	LF	\$55.00	\$5,225.00
				\$0.00
Subtotal				\$9,249.00

} Existing Items

## Equipment:

Description	Quantity	Unit	Operating Cost/Hour	Standby Rate	Total
314 Excavator	3	Hours	\$71.59		\$214.77
938 Loader	3	Hours	\$70.27		\$210.81
Hydraulic Hammer	3	Hours	\$54.38		\$163.14
Dump Truck	0.5	Day	\$650.00		\$325.00
					\$0.00
					\$0.00
Subtotal					\$913.72

Labor		\$790.68	✓
Labor Burden	55%	\$434.87	✓
Labor P & O	15%	\$118.60	✓
Material		\$1,693.53	✓
Material P & O	15%	\$254.03	✓
Subcontractor		\$0.00	
Subcontractor P & O	5%	\$0.00	
Bid Item		<del>\$9,249.00</del>	X
Equipment		\$913.72	
Equipment P&O	15%	\$137.06	
Bond	1%	<del>\$134.54</del>	
TOTAL		\$13,726.03	

\$4385.91

Additional days requested: 4





### REQUEST FOR INFORMATION FORM

RFI NO.: 20 DATE: 4/26/17  
PROJECT: Forest North Drainage Improvements - RESPONSE REQUESTED BY  
Phase 1 DATE: 5/5/17  
TO: Charlotte Gilpin, Vicki Ortega

REFERENCE: sheet C-137

**PROBLEM:**

In review of the Stillforest ROW widths versus the ditch slopes and proposed driveways, the attached calculations show that the proposed ditches will be steeper than 3:1. Please provide a solution that will allow for ditch slopes flatter than 3:1. The data provided from the tables on sheet SF17 was used to evaluate the ROW needed at each of the driveway locations along Stillforest Street.

**RECOMMENDED SOLUTION:**

Please advise and ensure slopes still meet 3:1 requirement. Also, note that this zone is next on the construction schedule and is on the Critical Path.

Eddie Church  
Originator

Christen Eschberger  
Supervisor

**RESPONSE:**

Two potential solutions were presented for this location: regrade the channel and install 18" RCP for the driveway and cross culverts from Tottenham Ct to Chatterton Ct and install storm sewer from Chatterton Ct to Meadowheath Dr or install storm sewer from Tottenham Ct to Meadowheath Dr. At the direction of the GEC, the storm sewer will be installed from Tottenham Ct to Meadowheath Dr as shown in the attached.

Victoria Ortega, PE, KFA  
Responder

5/10/2017  
Date

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

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

Attachments to RFI:  
Cc:

## REQUEST FOR INFORMATION FORM

RFI NO.: 22 DATE: 5/11/17  
PROJECT: Forest North Drainage Improvements - RESPONSE REQUESTED BY  
Phase 1 DATE: 5/16/17  
TO: Charlotte Gilpin, Vicki Ortega

**REFERENCE:** Sheets WW1, WW6-8, WW16

**PROBLEM:**

In review of the Broadmeade ROW widths versus the ditch slopes in the Wisterwood Zone, the attached calculations show that the proposed ditches will be steeper than 3:1. Please provide a solution that will allow for ditch slopes flatter than 3:1. The data provided from the tables on sheet WW16 was used to evaluate the ROW needed at each of the driveway locations along Broadmeade Avenue. Please advise and ensure slopes still meet 3:1 requirement. Also, note that this zone is next on the construction schedule and is on the Critical Path.

**RECOMMENDED SOLUTION:**

A cost evaluation was done for installation of the drainage system to be underground from Kensington Street to Driveway 8 along Broadmeade Avenue. Please verify the recommended solution and provide an updated estimate.

Eddie Church  
Originator

Christen Eschberger  
Supervisor

**RESPONSE:**

Revised from response issued 5/16/17.

The proposed solution includes adjusting the flowlines of the system to achieve 3:1 side slopes at the intersection of Kensington and Broadmeade and converting the entire system to storm sewer per GEC provided direction June 10, 2017.

The proposed design revisions are shown on the attached plans and include revisions for RFI #24 and the quantity adjustment sheets.

GEC comments recieved 6/30/17. Revised set attached.

Charlotte Gilpin, PE, KFA  
Responder

7/3/2017  
Date

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

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

Attachments to RFI:  
Cc:

## REQUEST FOR INFORMATION FORM

RFI NO.: 24 DATE: 6/14/17  
PROJECT: Forest North Drainage Improvements RESPONSE REQUESTED BY  
DATE: 6/21/17  
TO: Vicki Ortega, K Friese

**REFERENCE:** WW15, WW15 & WW1

**PROBLEM:**

The 24" pipe culvert under Driveway 16, as shown on plan sheet WW15, is close to another driveway that is not shown on the plans. Please confirm that the pipe under Driveway 16 can be extended under "Driveway 17". Since the ROW is short and the pipes are 24", please confirm that inlets and an underground system will be necessary to maintain 3:1 ditch slopes. Please provide revised sheets (WW1, 15 & 16) that give updated elevations.

**RECOMMENDED SOLUTION:**

Put drainage pipes underground from Inlet WW206 to south side of new "Driveway 17".

Eddie Church

Originator

Clayton Weber

Supervisor

**RESPONSE:**

Using field collected data, attached for reference, we have extended the storm sewer to the upstream side of Driveway 17.

Additional modifications have been made to the system to ensure side slopes are maximum 3:1 at all inlets. Revised plans are attached with RFI #22 for the entire Wisterwood system including the quantity adjustments. Current understanding is that all inlets for this system are on site. Several inlets will require adjustments. Of note is that inlet WW204 has changed from a TY PSL(FG)(4-4)(4-4) to a TY PSL(FG)(3-5)(3-5). The TY PSL(FG)(4-4)(4-4) could be used in place of a TY PSL(FG)(3-3)(3-3) inlet on the Broadmeade system where there is space for side slopes. Inlets WW200 and WW205 will require riser adjustments. Inlet WW201, WW202 are slightly reduced heights, flowable fill can be used for adjustments at these locations.

Charlotte Gilpin, PE KFA

Responder

6/29/2017

Date

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

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

Attachments to RFI:

Cc:

# CHANGE ORDER PROPOSAL

COP 16

Contractor: DeNucci Constructors, LLC.

Project Name: Forest North Drainage Improvements JOB #1604-068 AWW# W-2016-3212.146

Change Order Proposal Number: 16

Date: 7/31/2017

Description:

Add for (2) wood gates Haversham @ Meadowheath; Add for (2) 3x5, 3x5 inlets complete per RFI 22 & 24; Add for deleted prefabricated MH base per RFI 22 & 24; Add for re-locating 60LF of 3/4" PVC waterline at 9415 Braeburn Glen.; Add for concrete collars at deleted proposed manhole per RFI 22 & 24.

Labor:

Position	Quantity	RT Hrs	OT Hrs	RT Rate	OT Rate	Total
General Superintendent				\$49.23		\$0.00
Superintendent Utilities	1	2		\$46.50		\$93.00
Superintendent Concrete				\$31.00		\$0.00
Operator - Utility				\$20.50		\$0.00
Operator - Utility				\$23.00		\$0.00
Pipe Layer	1	3		\$19.00		\$57.00
Pipe layer	1	3		\$20.00		\$60.00
Pipe Layer				\$21.00		\$0.00
Laborer - Utility	1	3		\$18.50		\$55.50
Laborer - Utility	1	3		\$19.50		\$58.50
Laborer - Concrete				\$22.00		\$0.00
Concrete Form Setter				\$21.50		\$0.00
Concrete Finisher				\$25.00		\$0.00
Truck Driver		6		\$35.00		\$0.00
Surveyors				\$20.50		\$0.00
Subtotal						\$324.00

Material

Description	Quantity	Unit	Rate	Total
Bags - maximizer Concrete	6	Ea	\$6.85	\$41.10
SS Manhole - base only	1	EA	\$528.65	\$528.65
PVC pipe and fgs	1	LS	\$42.84	\$42.84
Subtotal				\$612.59

Subcontractors/Vendors:

Description	Total
Wood gates 2 @ 350.00 each	\$700.00
Subtotal	\$700.00

Unit Pricing

Description	Quantity	Unit	Price	Total
3 x 5, 3 x 5 Inlet complete	2	EA	\$4,800.00	\$9,600.00
				\$0.00
				\$0.00
				\$0.00
Subtotal				\$9,600.00

Equipment:

Description	Quantity	Unit	Operating Cost/Hour	Standby Rate	Total
303 Mini Excavator	3	Hours	\$18.41		\$55.23
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Subtotal					\$55.23

Labor		\$324.00
Labor Burden	55%	\$178.20
Labor P & O	15%	\$48.60
Material		\$612.59
Material P & O	15%	\$91.89
Subcontractor		\$700.00
Subcontractor P & O	5%	\$35.00
Bid Item		<del>\$9,600.00</del>
Equipment		\$55.23
Equipment P&O	15%	\$8.28
Bond	1%	<del>\$116.46</del>
TOTAL		<del>\$11,770.25</del>

Additional days requested: 0

465-6130  
in notice

2053.79  
x .01  
20.54  
2074.33



# REQUEST FOR INFORMATION FORM

RFI NO.: 23 DATE: 5/30/17  
 PROJECT: Forest North Drainage Improvements RESPONSE REQUESTED BY  
 DATE: 6/5/17  
 TO: Vicki Ortega, K Friese

**REFERENCE:** sheet #70 (revised per RFI# 20)

**PROBLEM:**

The waterline on Tottenham Court was not adjusted per plan due to an acceptable clearance (from the COA), per RFI #18, between the proposed storm crossing per original sheet #77. The flowline of the existing water line at Tottenham Court is 894.43 and the flowline of the proposed 18" RCP at the same location, per RFI #20, is 894.50.

**RECOMMENDED SOLUTION:**

Raise Lines SF28 and SF25 to accommodate the existing waterline that was not relocated per RFI #18 to the COA. Work has started at the north end of the Stillforest Street drainage system, as of 5/26/17.

Ryan Rivera HNTB  
 Originator

Supervisor

**RESPONSE:**

There is not sufficient cover to raise the proposed storm sewer over the waterline. The storm sewer design along Stillforest Street north of Tottenham Court has been revised and is now below the existing waterline as shown on attached plans. Two segments will be slightly below the desired design frequency with these revisions.

Victoria M Ortega, PE KFA  
 Responder

6/2/2017  
 Date

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

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

Attachments to RFI:  
 Cc:



# CHANGE ORDER PROPOSAL

Contractor: DeNucci Constructors, LLC.

Project Name: Forest North Drainage Improvements JOB #1604-068 AWW# W-2016-3212.146

Change Order Proposal Number: 15 REV 1

Date: 7/13/2017

Description:

Per RFI #23: Stillforest Zone - Lower Storm line along Tottenham Ct. Including: lowering Line SF23 12"; Lowering line SF 25 24"; Raise inlet SF22 4"; Raise inlet SF24 18"; Raise inlet SF26 24". 230 LF of trench safety systems. June 5-12 work completed.

Labor:

Position	Quantity	RT Hrs	OT Hrs	RT Rate	OT Rate	Total
General Superintendent				\$49.23		\$0.00
Superintendent Utilities	1	16		\$44.29		\$708.64
Superintendent Concrete				\$31.00		\$0.00
Operator - Utility	1	16		\$19.50		\$312.00
Operator - Utility	1	16		\$22.00		\$352.00
Pipe Layer	1	16		\$18.00		\$288.00
Pipe Layer	1	16		\$19.00		\$304.00
Pipe Layer	1	16		\$20.00		\$320.00
Laborer - Utility	1	16		\$17.00		\$272.00
Laborer - Utility	1	16		\$18.50		\$296.00
Laborer - Concrete				\$22.00		\$0.00
Concrete Form Setter				\$21.50		\$0.00
Concrete Finisher				\$25.00		\$0.00
Truck Driver	1	6		\$35.00		\$210.00
Surveyors				\$20.50		\$0.00
Subtotal						\$3,062.64

Material

Description	Quantity	Unit	Rate	Total
1' 3x3 Inlet riser	3	ea	\$166.00	\$498.00
				\$0.00
				\$0.00
				\$0.00
Subtotal				\$498.00

Subcontractors/Vendors:

Description	Total
Subtotal	\$0.00

Unit Pricing

Description	Quantity	Unit	Price	Total
Trench safety	230	LF	\$3.00	\$690.00
Traffic Control	0.06	Month	\$3,200.00	\$192.00
				\$0.00
Subtotal				\$882.00

Existing Items

Equipment:

Description	Quantity	Unit	Operating Cost/Hour	Standby Rate	Total
314 Excavator	16	Hours	\$71.59		\$1,145.44
314 Hammer	16	Hours	\$54.38		\$870.08
Dump Truck Freightliner - 18 CY	1	day	\$650.00		\$650.00
Dump Truck - Freightliner 12 CY	2	day	\$350.00		\$700.00
					\$0.00
Subtotal					\$3,365.52

Labor		\$3,062.64
Labor Burden	55%	\$1,684.45
Labor P & O	15%	\$459.40
Material		\$498.00
Material P & O	15%	\$74.70
Subcontractor		\$0.00
Subcontractor P & O	5%	\$0.00
Bid Item		\$0.00
Equipment		<del>\$882.00</del>
Equipment P&O	15%	\$3,365.52
Bond	1%	\$504.83
TOTAL		<del>\$100.27</del> 96.50
		<del>\$10,631.81</del>

Additional days requested: 2

\$9746.04

**Commissioners Court - Regular Session****28.****Meeting Date:** 09/26/2017

1604-068 Forest North Phase 1 Change Order No 6

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

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**Information****Agenda Item**

Discuss, consider, and take any appropriate action regarding Change Order No. 6 in the amount of \$29,148.01 for Forest North Phase 1, a Road Bond Project in Commissioner Pct. 1.

**Background**

This Change Order revises drainage work at the corner of Broadmeade Avenue and Sherbrooke Street in the Sherbrooke Zone. After review, the County requested that the open ditch design be changed to an underground pipe system due to the depth of the ditches. The additional work consists of removal of existing safety end treatments, removal of a portion of Driveway 12, installation of new pipe, installation of inlet grates on top of the pipe, replacement of Driveway 12, backfilling of pipe, grading, topsoil, and seeding.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**1604-068 - Forest North Ph 1 CO 6

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 09/21/2017

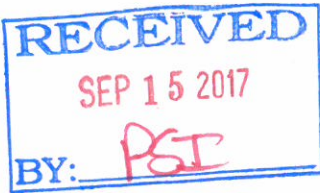
**Reviewed By**

Wendy Coco

**Date**

09/21/2017 09:39 AM

Started On: 09/19/2017 05:11 PM



Received

SEP 14 2017

HNTB Corporation  
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 6

1. CONTRACTOR: DeNucci Constructors
2. Change Order Work Limits: Sta. Broadmeade 4+00 to Sta. Broadmeade 6+00
3. Type of Change (on federal-aid non-exempt projects): Min (Major/Minor)
4. Reasons: 3F (3 Max. - In order of importance - Primary first)

Project:	<u>1604-068</u>
Roadway:	<u>Forest North Drainage Ph 1</u>
CSJ Number:	

5. Describe the work being revised:

**3F: County Convenience. Additional work desired by the County.** This Change Order revises drainage work at the corner of Broadmeade and Sherbrooke Street in the Sherbrooke Zone. After review, the County requested that the open ditch design be changed to an underground pipe system due to the depth of the ditches.

6. Work to be performed in accordance with Items: See attached.
7. New or revised plan sheet(s) are attached and numbered: SK 10
8. New Special Provisions/Specifications to the contract are attached: Yes ☐ No ☒
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

<p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR Date <u>9/11/17</u></p> <p>By <u>Paul T. DeNucci</u></p> <p>Typed/Printed Name <u>PAUL T. DENUCCI</u></p> <p>Typed/Printed Title <u>MANAGER</u></p>	<p><b>The following information must be provided</b></p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$29,148.01</u></p>
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RECOMMENDED FOR EXECUTION:

[Signature] P.E. 9/14/17  
Project Manager Date

County Commissioner Precinct 1 Date  
APPROVED REQUEST APPROVAL

County Commissioner Precinct 2 Date  
APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date  
☐ APPROVED

N/A  
Design Engineer Date

7/14/17 9/15/2017  
Program Manager Date

Design Engineer's Seal:

see Revised Plan Sheets

## WILLIAMSON COUNTY, TEXAS

**CHANGE ORDER NUMBER:** 6
**Project #** 1604-068
**TABLE A:** Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

**TABLE B:** Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
164 WC05	SEEDING FOR EROSION CONTROL (TY 5) (PERM)	SY	\$0.70	23,460.00	\$16,422.00	252.00	23,712.00	\$16,598.40	\$176.40
464 6007	RC PIPE (CL III)(30 IN)	LF	\$75.00	2,575.00	\$193,125.00	151.00	2,726.00	\$204,450.00	\$11,325.00
999-WC06	RFI #26: PIPE UG, REPLACE DRWY; BROADMEADE / SHERBROOKE	LS	\$17,646.61	0.00	\$0.00	1.00	1.00	\$17,646.61	\$17,646.61
TOTALS					\$209,547.00			\$238,695.01	\$29,148.01

## CHANGE ORDER REASON(S) CODE CHART

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



### REQUEST FOR INFORMATION FORM

RFI NO.: 26 DATE: 7/18/17  
PROJECT: Forest North Drainage Improvements RESPONSE REQUESTED BY  
DATE: 7/21/17  
TO: Vicki Ortega, K Friese

REFERENCE: SK10, SK11, SK26

**PROBLEM:**

The County has requested that the ditches on either side of Driveway 12 at the corner of Broadmeade Avenue and Sherbrooke Street be enclosed with an underground drainage system. Please provide a design for this underground system.

**RECOMMENDED SOLUTION:**

Possible Options to consider: 1. Next to the pipe, towards the house, install small "landscape inlets" to provide surface drainage if necessary. Inlets are approximately 2 feet by 2 feet in area. 2. Cut directly into the 30" pipe and install inlet grates on top of the new pipes with a concrete collar or "saddle".

Eddie Church

Originator

Clayton Weber

Supervisor

**REVISED RESPONSE FROM 7/26/17 and 8/4/17:**

The proposed solution requires Driveway 12 to be removed and replaced and three additional grates. The plans and grate cut sheet are attached.

Charlotte Gilpin, P.E.

Responder

8/9/2017

Date

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

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

Attachments to RFI:

Cc:

## **Williamson County Road Bond Program**

### **Forest North Phase 1 Williamson County Project No. 1604-068**

#### **Change Order No. 6**

#### **Reason for Change**

This Change Order revises drainage work at the corner of Broadmeade Avenue and Sherbrooke Street in the Sherbrooke Zone. After review, the County requested that the open ditch design be changed to an underground pipe system due to the depth of the ditches. The additional work consists of removal of existing safety end treatments, removal of a portion of Driveway 12, installation of new pipe, installation of inlet grates on top of the pipe, replacement of Driveway 12, backfilling of pipe, grading, topsoil and seeding.

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

ITEM	DESCRIPTION	QTY	UNIT
999-WC06	RFI #26: PIPE UG, REPLACE DRWY; BROADMEADE / SHERBROOKE	1	LS

Note: The Lump Sum cost for Item 999-WC06 includes the cost of removal and haul off of 4 safety end treatments, installation of 3 – (18" x 24") inlet grates, concrete collars between new pipe and existing pipe, the additional cost for the Class IV pipe compared to the Class III pipe, and the removal / replacement of Driveway 12.

This Change Order results in a net increase of \$29,148.01 to the Contract amount, for an adjusted Contract total of \$3,890,970.43. The original Contract amount was \$3,556,659.50. Due to all Change Orders to-date, \$334,310.93 has been added to the Contract. These changes result in a 9.40% net increase to the Contract cost. The City of Austin will reimburse the County \$149,741.78 (4.21%) for waterline changes and the remaining \$184,569.15 (5.19%) is due to County storm sewer changes. Zero (0) additional days will be added to the Contract as a result of this Change Order.

#### **HNTB Corporation**

James Klotz, P.E.

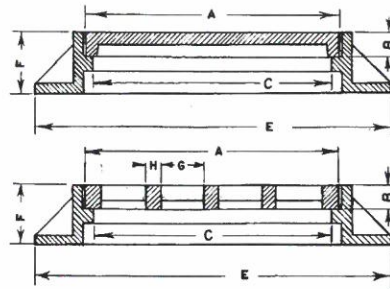


■ Note: When specifying/ordering grates, refer to "Choosing the Proper Inlet Grate" on pages 125-126.  
For a complete listing of FREE OPEN AREAS and WEIR PERIMETERS of all NEENAH grates, refer to pages 327-332.

## R-1879 Series Frame, Solid Lid/Grate

### Light Duty

CATALOG NUMBER	GRATE TYPE	SQ. FT. OPEN	WEIR PERIMETER LINEAL FEET
R-1879-A1G	A or C	0.4	4.6
R-1879-A2G	A or C	0.8	6.0
R-1879-A3G	A or C	1.2	6.7
R-1879-A4G	A or C	1.4	7.3
R-1879-A5G	A or C	1.9	7.8
R-1879-A6G	A or C	2.0	8.6
R-1879-A7G	A or C	1.7	9.2
R-1879-A8G	A or C	2.2	9.8
R-1879-A9G	A or C	2.8	10.6
R-1879-A10G	A or C	3.7	12.3
R-1879-B1G	A	0.6	5.7
R-1879-B2G	C	0.9	6.5
R-1879-B3G	C	1.0	7.5
R-1879-B4G	A	1.4	8.5
R-1879-B5G	A	1.9	9.6
R-1879-B6G	A	2.4	9.5
R-1879-B7G	A	3.0	10.6
R-1879-B8G	A	3.2	12.6
R-1879-B9G	A	3.2	11.6
R-1879-B10G	C	4.2	13.5



These shallow frames are suitable for use in thin or deep concrete slabs. All sizes of frames are reversible and can be installed with flange at base or top.

For additional selections, see **R-6672-3 Series**.

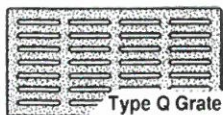
Dimensions in inches

Catalog No. Solid Lid	Catalog No. Open Grate	A	B	C	E	F	G	H
<b>Square</b>								
R-1879-A1L	R-1879-A1G ***	13 3/4 x 13 3/4	1 1/2	12 x 12	18 x 18	4	1 x 3	1
R-1879-A2L	R-1879-A2G	18 x 18	1 1/2	16 x 16	22 x 22	4	1 1/4 x 4 1/4	3/4
R-1879-A3L	R-1879-A3G	20 x 20	1 1/2	18 x 18	24 x 24	4	3/4 x 5	3/4
R-1879-A4L	R-1879-A4G	21 1/2 x 21 1/2	1 1/2	20 x 20	26 x 26	4	3/4 x 4	3/4
R-1879-A5L	R-1879-A5G	23 1/2 x 23 1/2	1 1/2	22 x 22	28 x 28	4	3/4 x 6 1/2	3/4
R-1879-A6L	R-1879-A6G **	25 3/4 x 25 3/4	1 1/2	24 x 24	30 x 30	4	1 x 5	3/4
R-1879-A7L	R-1879-A7G	27 1/2 x 27 1/2	1 1/2	26 x 26	32 x 32	4	3/4 x 7 5/8	3/4
R-1879-A8L	R-1879-A8G	29 1/2 x 29 1/2	1 1/2	28 x 28	34 x 34	4	1 1/8 x 5 7/16	1
R-1879-A9L	R-1879-A9G **	31 3/4 x 31 3/4	1 1/2	30 x 30	36 x 36	4	1 x 4 1/4	3/4
R-1879-A10L *	R-1879-A10G *	37 x 37	1 1/2	36 x 36	42 x 42	4	1 x 4 7/8	1
<b>Rectangular</b>								
R-1879-B1L	R-1879-B1G	14 x 20	1 1/2	12 x 18	18 x 24	4	3/4 x 5 1/2	1
R-1879-B2L	R-1879-B2G	13 1/2 x 25 1/2	1 1/2	12 x 24	18 x 30	4	3/4 x 4 1/2	1
R-1879-B3L	R-1879-B3G	19 1/2 x 25 1/2	1 1/2	18 x 24	24 x 30	4	7/8 x 5 1/4	1
R-1879-B4L	R-1879-B4G	19 1/2 x 31 1/2	1 1/2	18 x 30	24 x 36	4	3/4 x 5	1
R-1879-B5L	R-1879-B5G	19 3/4 x 37 3/4	1 1/2	18 x 36	24 x 42	4	1 1/8 x 5	1
R-1879-B6L	R-1879-B6G	25 1/2 x 31 1/2	1 1/2	24 x 30	30 x 36	4	1 x 5 1/8	3/4
R-1879-B7L	R-1879-B7G	25 1/2 x 37 1/2	1 1/2	24 x 36	30 x 42	4	1 x 5 1/8	3/4
R-1879-B8L *	R-1879-B8G *	25 3/4 x 49 3/4	1 1/2	24 x 48	30 x 54	4	3/4 x 5 1/8	1
R-1879-B9L *	R-1879-B9G *	31 3/4 x 37 3/4	1 1/2	30 x 36	36 x 42	4	1 x 6 1/2	1
R-1879-B10L *	R-1879-B10G *	31 1/2 x 49 1/2	1 1/2	30 x 48	36 x 54	4	1 x 5	1

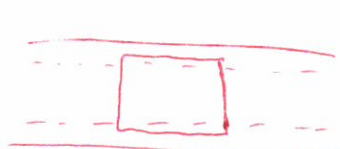
\* Cover/Grate in 2 pieces

\*\* Type Q Grate available, 1/2" wide grate slots.

\*\*\* Type Q Grate available, 3/8" wide grate slots.

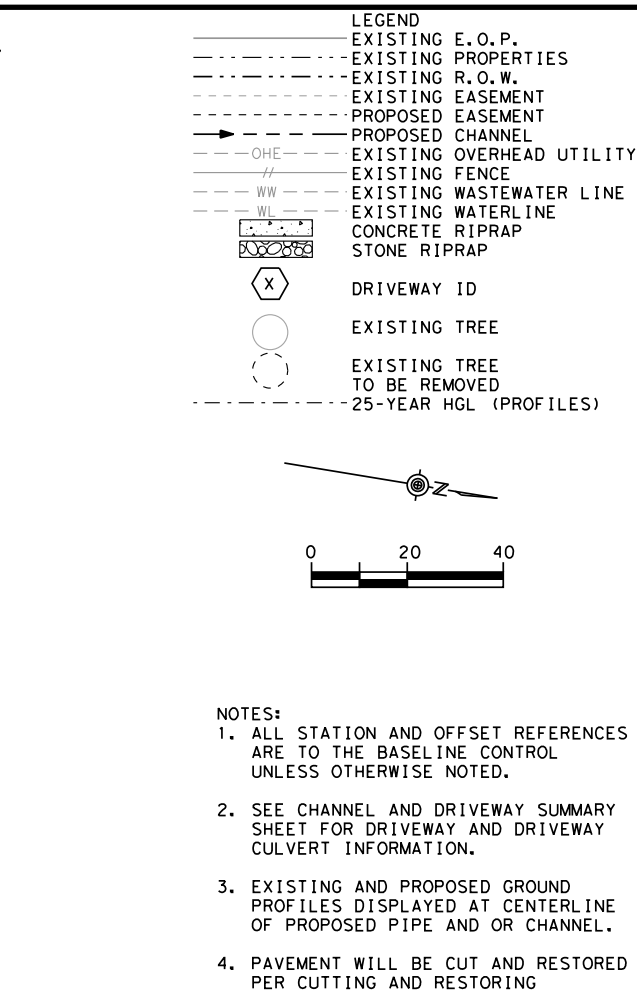


Type Q Grate



3 1/2"  
30"  
3 1/2"



[illegible]

NO.	BY	DATE	REVISION DESCRIPTION
1	CG	8/9/17	RFI 26 - REVISE CIP SK4
<p> <b>WILLIAMSON COUNTY</b>  <b>FOREST NORTH DRAINAGE IMPROVEMENTS</b>  <b>SHERBROOKE ZONE CIP SK4</b>  <b>CHANNEL SK4-1 PLAN AND PROFILE - START TO END</b> </p>			
<p> <b>K·FRIESE</b>  <b>+ ASSOCIATES</b>  <small>PUBLIC PROJECT ENGINEERING</small>                  2020 S. Capital of Texas Highway                  Suite 100                  Austin, Texas 78746                  F - 512.338.1784                  BPE Firm #6535  <a href="http://www.kfriesecom.com">www.kfriesecom.com</a> </p>			
SCALE	1" = 40'		
DATE	8/9/2017		
SHEET NO. <b>SK10 OF SK29</b>			

# CHANGE ORDER PROPOSAL

Contractor: DeNucci Constructors, LLC.

Project Name: Forest North Drainage Improvements JOB #1604-068 AWW# W-2016-3212.146

Change Order Proposal Number: 17 REV 1 Date: 8/21/2017

Description: Per Rfl # 26. Demo and haul-off 4 SET's; Add 151 LF of 30" RCP Add 3 18 x 24 Inlet grates with formed concrete collars; Demo, haul-off and replace Driveway #12.

Position	Quantity	RT Hrs	OT Hrs	RT Rate	OT Rate	Total
General Superintendent				\$49.23		\$0.00
Superintendent Utilities	1	16		\$46.50		\$744.00
Superintendent Concrete	1	16		\$31.00		\$496.00
Operator - Utility	1	16		\$20.50		\$328.00
Operator - Utility	1	16		\$23.00		\$368.00
Pipe Layer	1	16		\$19.00		\$304.00
Pipe layer	1	16		\$20.00		\$320.00
Pipe Layer	1	16		\$21.00		\$336.00
Laborer - Utility	1	16		\$18.50		\$296.00
Laborer - Utility	1	16		\$19.50		\$312.00
Laborer - Concrete	1	16		\$22.00		\$352.00
Concrete Form Setter	2	16		\$21.50		\$688.00
Concrete Finisher	1	16		\$25.00		\$400.00
Truck Driver	1	16		\$35.00		\$560.00
Surveyors				\$20.50		\$0.00
Subtotal						\$5,504.00

Description	Quantity	Unit	Rate	Total
Concrete	12	CY	\$90.50	\$1,086.00
18 x 24 Grates and frames	3	EA	\$590.00	\$1,770.00
Upcharge for Class IV RCP	130	LF	\$10.00	\$1,300.00
				\$0.00
Subtotal				\$4,156.00

Subcontractors/Vendors:	Description		Total
	Subtotal		\$0.00

Description	Quantity	Unit	Price	Total
30" RCP	151	LF	\$75.00	\$11,325.00
Seeding for Erosion Control	252	SY	\$0.70	\$176.40
				\$0.00
				\$0.00
Subtotal				\$11,501.40

Description	Quantity	Unit	Operating Cost/Hour	Standby Rate	Total
303 Mini Excavator	8	Hours	\$18.41		\$147.28
Hydraulic Hammer	8	Hours	\$65.38		\$523.04
314 Excavator	8	Hours	\$71.59		\$572.72
938 Loader	8	Hours	\$70.27		\$562.16
Dump Truck Freightliner 12 CY	1	Day	\$350.00		\$350.00
Dump Truck Freightliner 18 CY	1	Day	\$650.00		\$650.00
Subtotal					\$2,805.20

Labor		\$5,504.00
Labor Burden	55%	\$3,027.20
Labor P & O	15%	\$825.60
Material		\$4,156.00
Material P & O	15%	\$623.40
Subcontractor		\$0.00
Subcontractor P & O	5%	\$0.00
Bid Item		\$11,501.40
Equipment		\$2,805.20
Equipment P&O	15%	\$420.78
Bond	1%	\$284.43
<b>TOTAL</b>		<b>\$29,148.01</b>

Additional days requested: 0

8310-1 Cap Tx Hwy N. Ste 275  
Austin, Texas 78731  
512-335-0600  
512-342-0600 fax  
512-658-3986 cell  
[paul@denucciconstructors.com](mailto:paul@denucciconstructors.com)  
[www.denucciconstructors.com](http://www.denucciconstructors.com)

----- Original Message -----

Subject: RE: FW: Jobs Bidding  
From: Logan Edmonson <[Logan.Edmonson@forterrabp.com](mailto:Logan.Edmonson@forterrabp.com)>  
Date: Tue, August 22, 2017 4:48 pm  
To: "[paul@denucciconstructors.com](mailto:paul@denucciconstructors.com)" <[paul@denucciconstructors.com](mailto:paul@denucciconstructors.com)>  
Cc: Noe Rojas <[noer@denucciconstructors.com](mailto:noer@denucciconstructors.com)>, David Lucas  
<[davidl@denucciconstructors.com](mailto:davidl@denucciconstructors.com)>, Kiersten Romanov  
<[Kiersten.Romanov@forterrabp.com](mailto:Kiersten.Romanov@forterrabp.com)>

Paul,

Please see below. All pipe is in stock in Austin.

30" CL IV RCP: \$58 / LF

**Please send all quote requests along with bid quantities to our new Central Texas Estimating email address:**  
**[CTXestimating@forterrabp.com](mailto:CTXestimating@forterrabp.com)** Please copy me on your request.

Thanks,



**Logan Edmonson**  
Outside Sales

Forterra Pipe & Precast  
11710 Chapel Road  
Lorena, TX 76655

T 254-666-4000

[Print](#) | [Close Window](#)

Subject: RE: FW: Jobs Bidding

From: Logan Edmonson <Logan.Edmonson@forterrabp.com>

Date: Tue, Aug 22, 2017 5:03 pm

To: "paul@denucciconstructors.com" <paul@denucciconstructors.com>

Cc: Noe Rojas <noer@denucciconstructors.com>, David Lucas <davidl@denucciconstructors.com>, Kiersten Romanov <Kiersten.Romanov@forterrabp.com>

Attach: image001.jpg  
image002.png

30" CL III RCP: \$48 / LF

Please send all quote requests along with bid quantities to our new Central Texas Estimating email address: [CTXestimating@forterrabp.com](mailto:CTXestimating@forterrabp.com) Please copy me on your request.

Thanks,



Logan Edmonson  
Outside Sales

Forterra Pipe & Precast  
11710 Chapel Road  
Lorena, TX 76655

T 254-666-4000  
F 254-666-3262  
C 512-865-9240

[logan.edmonson@forterrabp.com](mailto:logan.edmonson@forterrabp.com)  
[forterrabp.com](http://forterrabp.com)

---

**From:** paul@denucciconstructors.com [mailto:paul@denucciconstructors.com]  
**Sent:** Tuesday, August 22, 2017 4:52 PM  
**To:** Logan Edmonson  
**Cc:** Noe Rojas; David Lucas; Kiersten Romanov  
**Subject:** RE: FW: Jobs Bidding

Thanks Logan - How much more per LF is that vs Class III

Paul T. DeNucci  
DeNucci Constructors, LLC

**Commissioners Court - Regular Session****29.****Meeting Date:** 09/26/2017

Inner Loop Improvements - Frontier Utility Joint Use Agreement

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

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding a Utility Joint Use Agreement between Frontier Communications and Williamson County for utility relocations on the Inner Loop at Wilco Way, a Road Bond Project in Commissioner Pct. 3.

**Background**

Frontier Communications has existing facilities inside the Inner Loop right-of-way, which are in conflict with the proposed construction. The Utility Joint Use Agreement allows Frontier Communications to relocate their facilities in the proposed right-of-way. This relocation is not reimbursable.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**InnerLoop at Wilco Way - Frontier Utility Joint Use Agrmt

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 09/21/2017

**Reviewed By**

Wendy Coco

**Date**

09/21/2017 09:39 AM

Started On: 09/19/2017 05:15 PM

## Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-S.E. Inner Loop at Wilco Way  
(Section A) – Frontier Communications

THE STATE OF TEXAS }  
COUNTY OF WILLIAMSON }

County: Williamson  
Road Location: S.E. Inner Loop at Wilco  
Way (section A):

From Maple St To Approx. 1100' West of Southwestern Blvd.

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

**WHEREAS**, Frontier Communications, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 14<sup>th</sup> day of Sept, 2018, or on location sketches attached hereto except as provided below;

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

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

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

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



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

Owner: Frontier Communications  
Utility Name

By   
Authorized Signature

Title: OUTSIDE PLANT TECHNICIAN

Date: 09/14/2017

Williamson County

By \_\_\_\_\_  
Authorized Signature

Title: Williamson County Judge

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

Frank L. Willingham,  
Frontier Communications



This is your Written **NOTICE TO PROCEED** with the work described on GUS POLE ATTACHMENT PERMIT #2017-003F for the following pole attachments: 17321,17320,17319,17318, 17240,17239, 17238, 17237,17236,17235,17234,17227

Location: 1811 SE Innerloop (Maple to Tracy Chambers)

Work Description: Attachments:(0)Overlash (12)New pole(s) x 1cable = 12 total attachments.

Dear Mr. Jensen,

Georgetown Utility Systems (GUS) hereby grants **Frontier** the ability to proceed with the make-ready portion of Georgetown Utility Systems facilities using N/A for distribution build-out in the attached application(s). **Frontier**, in conjunction with any necessary de-energization, will investigate any additional information if so required. **Frontier, LLC** will coordinate with GUS Electric Planning and Inspection Coordinator, and the assigned GUS Inspector to facilitate any necessary communications with GUS Dispatch office, the City of Georgetown Warehouse, accompanied by the required documentation i.e.; "Request for Switching", and Daily Crew Routing, as well as Material Requests. We understand you are currently in position to begin primary and secondary work by N/A e.g.; street light circuits, pole replacements, transformers and primary relocation/repositioning.

In the interim, we will grant you permission to proceed with the make-ready portion where it is necessary for tree-trimming activity, Verizon, Sudden-Link, and other CLEC's (Competitive Local Exchange Carriers) needing to be relocated. This request is also inclusive of "Non-Make-Ready" work that allows **Frontier** to install anchors and pole attachments without existing infractions. All utility locates are the responsibility of **Frontier**, and GUS accepts no responsibility for this task.

In addition, it will be necessary to comply with details in our agreement regarding traffic impediment occurrences, which we have already identified locations thereof. These conditional situations will allow for proper four (4)-day notifications of Police/Fire/Public Works, and Transportation Departments as necessary. Work locations will be reported to the appropriate Departments and administrations for all construction activity.

All make-ready work related to this **NOTICE TO PROCEED** must be completed within 90 days of issuance of this Notice to Proceed, which will be: NA  
(See attached list of affected areas)

Sincerely,

Brian Barton  
Electric Project Coordinator  
Georgetown Utility Systems

cc: J. Lunday, M. Bezner, File



# POLE ATTACHMENT APPLICATION

Notwithstanding any terms or conditions set forth on this application form, the applicant's contractual rights, obligations and remedies are set forth in, and governed solely by, the infrastructure license agreement between the applicant and Georgetown Utility Systems, GUS. The agreement shall control to the extent of any conflict between the terms of this application and the terms and conditions of such agreement. Incomplete applications will be returned to the applicant without further action by GUS. Required information includes a completed application, proposed schedule, prints and maps, proposed route, project description, and a copy of the filing fee check.

## APPLICANT INFORMATION

Application # 2017-003F Applicant Name: FRONTIER COMMUNICATIONS Date: 08/10/2017

Applicant Representative: FRANK L WILLINGHAM Telephone: 512-863-2596 Email: frank.willingham@ftr.d

Project Description (Attach if necessary)

### Planned Install Date

RELOCATE BURIED COPPER CABLE - SE INNER LOOP

Nearest Street Address of Attachment

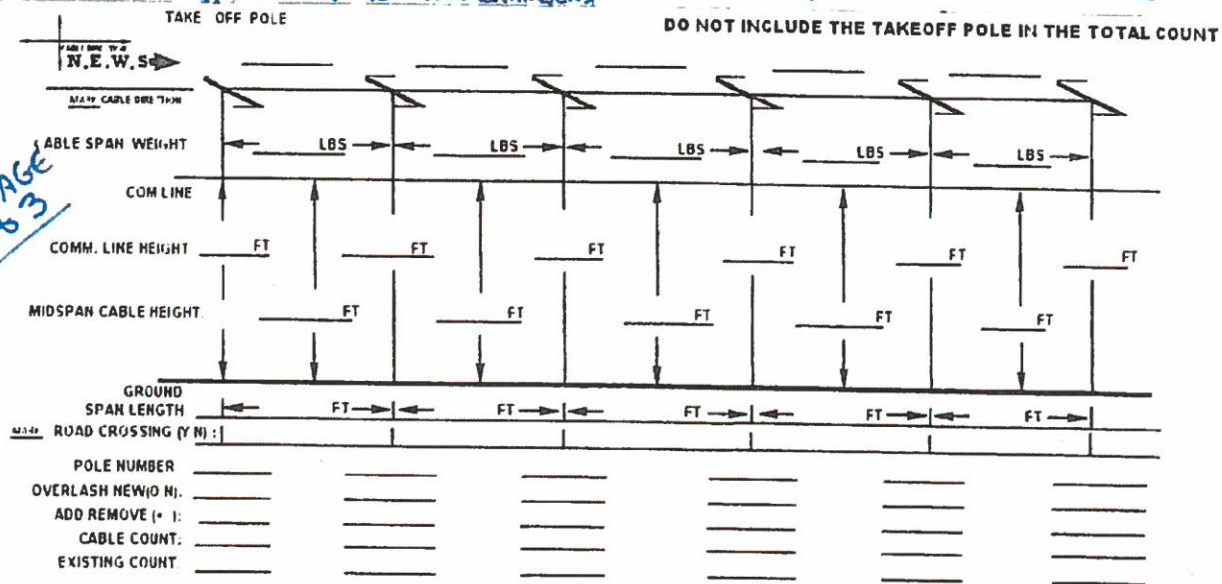
1811 SE INNERLOOP (MAPLE ST to TRACY CHAMBERS)

TOTAL NEW:

09-29-17

TOTAL OVERLASH:

12



### APPLICANT APPROVAL

(Internal use only)

Application Approved? : Y / N

Make-Ready Required? : Y / N

GUS W/O#

**Conditional (See Attached):**

Previous Total GUS Pole Count: **4976** New Total GUS Pole Count: **4988** Actual Install Date: \_\_\_\_\_

Permit Fee = 12 Poles x \$ 25 /Pole = \$ 300.00 Check #            Check Amt. \$           

## MAKE READY COST CONCURRENCE

If make-ready is required, certain GUS distribution system equipment and/or other assets need to be changed in order to accommodate Licensee's attachments on the poles and route described in this application. GUS\_\_\_\_ or Licensee\_\_\_\_ is responsible for all make-ready construction associated with this application. GUS will bill the Licensee for all engineering design, construction, and inspection services necessary to process, review, and approve this application. If GUS elects to perform make-ready construction, GUS, shall bill the Licensee and the Licensee shall pay for all costs related to such construction. If Licensee is directed to perform make-ready construction, the Licensee shall perform such construction at its sole risk and expense, including the cost of final inspection/s by GUS its subcontractors or its agents. By signature below, GUS and Licensee indicated their understanding and acceptance of these terms and conditions notwithstanding any other related terms and conditions of Licensee's infrastructure license agreement.

### Gus Representative

Licensee Representative

Signature

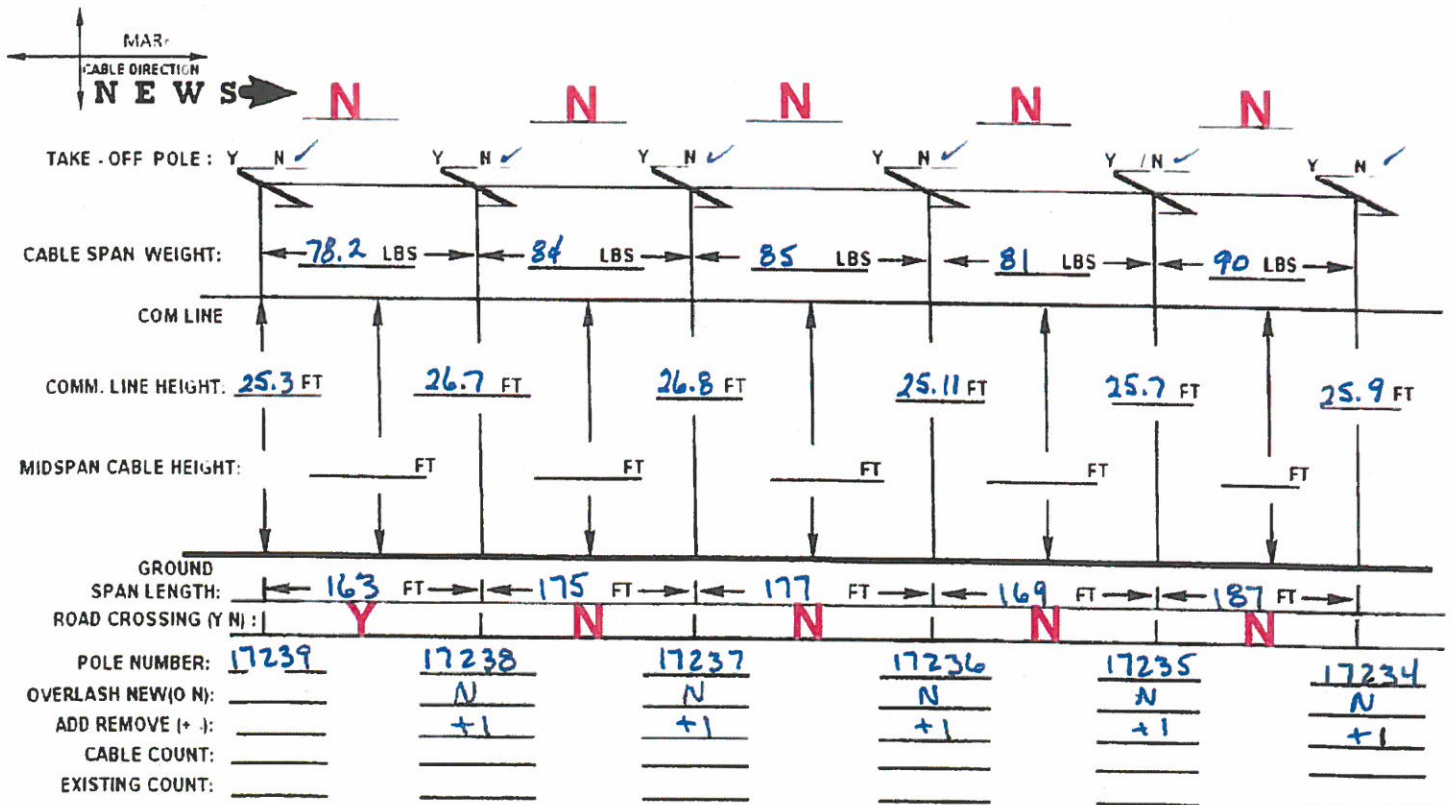
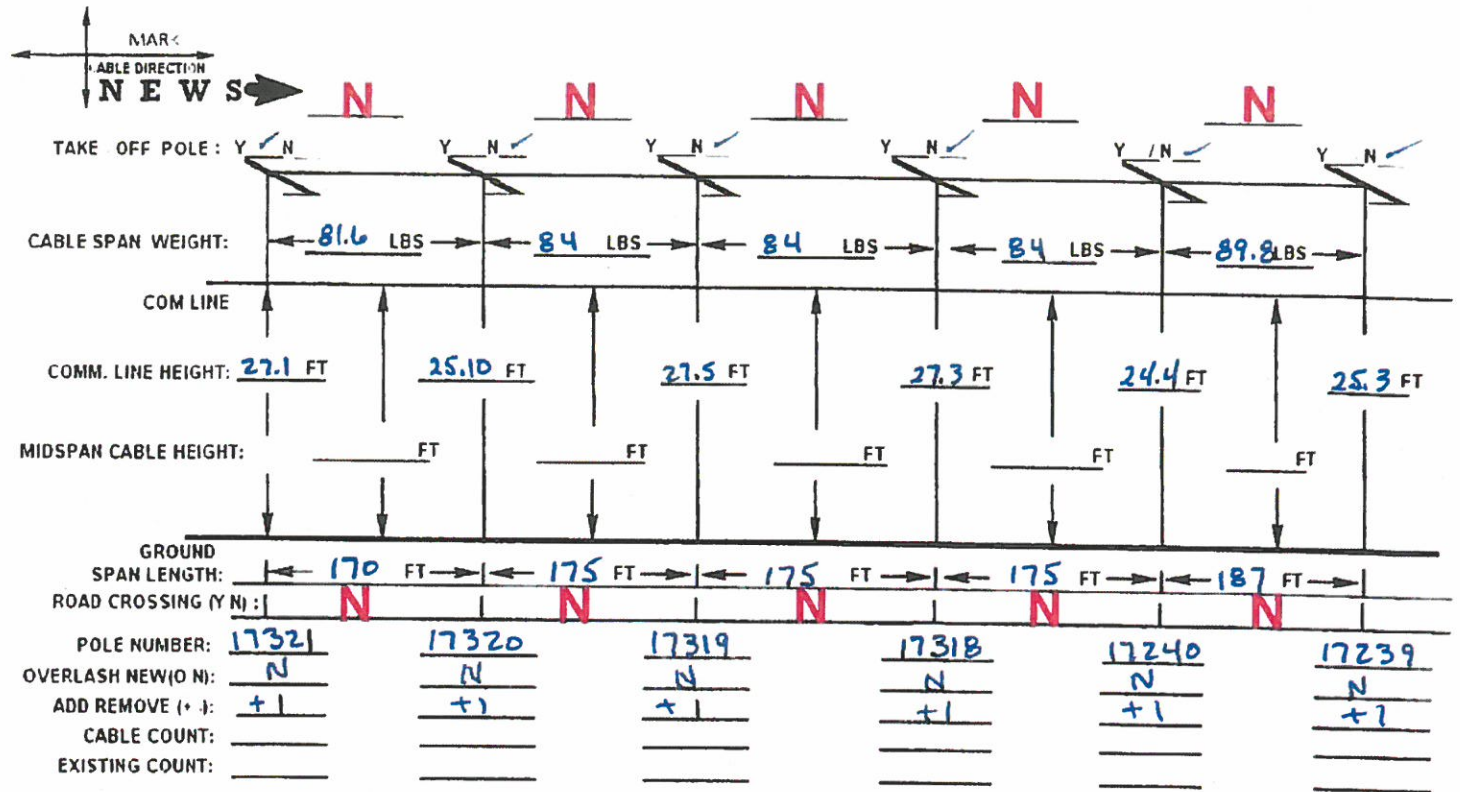
Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

# GUS POLE ATTACHMENT SUPPLEMENTAL PERMIT FORM

use as continuation on or start of new segment for existing job





# GUS POLE ATTACHMENT SUPPLEMENTAL PERMIT FORM

use as continuation or start of new segment for existing job

MARK  
CABLE DIRECTION  
NEWS →

TAKE OFF POLE: Y N Y N Y N Y N Y N Y N

CABLE SPAN WEIGHT: 91 LBS LBS LBS LBS LBS LBS

COM LINE

COMM. LINE HEIGHT: 25.9 FT 18.8 FT FT FT FT FT

MIDSPAN CABLE HEIGHT: FT FT FT FT FT FT

GROUND SPAN LENGTH: 190 FT FT FT FT FT FT

ROAD CROSSING (Y N): Y

POLE NUMBER: 17234 17227

OVERLASH NEW(O N):

ADD REMOVE (+ -):

CABLE COUNT:

EXISTING COUNT:

MARK  
CABLE DIRECTION  
NEWS →

TAKE OFF POLE: Y N Y N Y N Y N Y N Y N

CABLE SPAN WEIGHT: LBS LBS LBS LBS LBS LBS

COM LINE

COMM. LINE HEIGHT: FT FT FT FT FT FT

MIDSPAN CABLE HEIGHT: FT FT FT FT FT FT

GROUND SPAN LENGTH: FT FT FT FT FT FT

ROAD CROSSING (Y N):

POLE NUMBER:

OVERLASH NEW(O N):

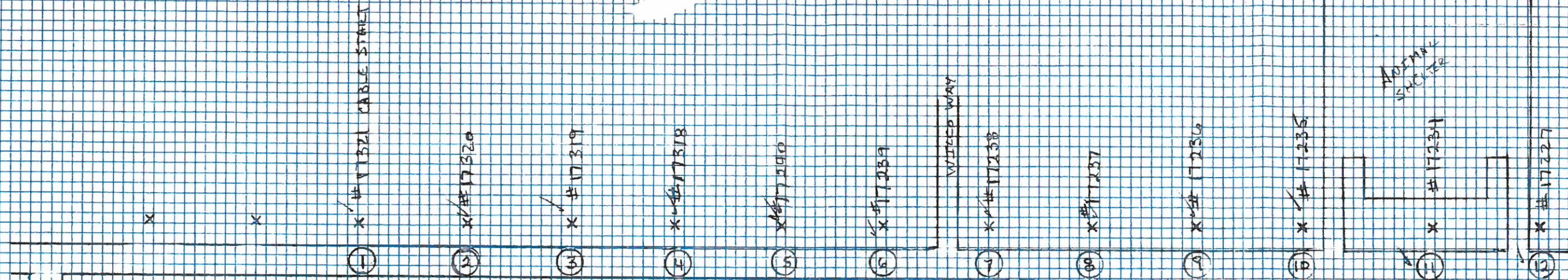
ADD REMOVE (+ -):

CABLE COUNT:

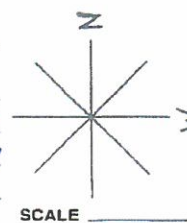
EXISTING COUNT:



100x24 0.48 LB/FT



AREA \_\_\_\_\_  
TAX DIST \_\_\_\_\_  
ENG'ND BY FLW DATE 08/01/17  
DRAWN BY FLW DATE 08/01/17  
APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
REVISED BY \_\_\_\_\_ DATE \_\_\_\_\_



LOCATION SE Inner Loop

DESCRIPTION \_\_\_\_\_

SHEET 1 OF 1

W. O. NO. \_\_\_\_\_



## LETTER OF TRANSMITTAL

SEP 15 2017

HNTB Corporation  
Round Rock

To: HNTB  
101 E. Old Settlers Blvd., Suite 100  
Round Rock, Texas 78644

Date: September 15, 2017

CobbFendley Job: 1703-011-01-

Re: S.E. Inner Loop – Wilco Way Section A  
Frontier's UJUA

ATTENTION: Eddie Church 512-744-9082

WE ARE SENDING YOU THE FOLLOWING VIA: Couriers

☐ Prints ☒ Originals ☐ Other \_\_\_\_\_

QUANTITY	DESCRIPTION
4	Frontier's UJUA Package

### PURPOSE OF TRANSMITTAL:

☒ For Approval ☐ For Your Use  
☐ As Requested ☐ For Review & Comment

### REMARKS:

Mr. Church

We have reviewed and recommend execution of Frontier's UJUA.

If you have any questions, please let me know.

Thank you,

Copy To File

Received By: \_\_\_\_\_  
Date & Time: \_\_\_\_\_

SIGNED Melissa Horn  
Melissa Horn, Principal

**Commissioners Court - Regular Session****30.****Meeting Date:** 09/26/2017

355 Texas Avenue WCCHD Remodel P322; Change Order #4

**Submitted By:** Gina Wrehsnig, Infrastructure**Department:** Infrastructure**Division:** Building Maintenance**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the 355 Texas Avenue (WCCHD Remodel) Project; Change Order #4 in the amount of \$3,113.00 to be paid from the Owner's Contingency for Under Slab Concrete Coring.

**Background**

Labor and material to core structural concrete grade beam for plumbing pipe to pass thru. Cost to be paid out of Owner's contingency.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**WCCHD-CO4CO Summary

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 09/19/2017

**Reviewed By**

Wendy Coco

**Date**

09/19/2017 03:04 PM

Started On: 09/19/2017 09:15 AM



Trimbuilt Construction, Inc.  
On time. Every time.

P. O. Box 80169  
Austin, TX 78708-0169  
(512) 832-1979

## Change Request

To: Williamson County  
710 Main St.  
Georgetown, TX 78626

PH: (512) 943-1599 Fax: (512) 930-3313

**Number:** 4  
**Date:** 9/14/2017  
**Project:** Wilco WCCHD Office Renovations  
**Job #:** 6148E

**Description:** Core Structural Beam

We are pleased to offer the following specifications and pricing to make the following changes:

Core a 3" hole through the structural concrete grade beam as directed by the structural engineer in the RFI 04 response in order to run the underground plumbing. This conflict was discovered and a RFI sent on 8/29/17 resulting in a stop of work in the area. Due to the discovery, RFI process, investigation, direction from the design team, pricing the additional work for approval and performance of the solution, the contract duration shall be extended 1 weeks if approval to proceed is received by 9/18/17. New substantial completion date of 1/19/18.

Description:	Price
Plumbing	2,850.00
Insurance	43.00
Profit / Fee	148.00
P & P Bond	72.00
<b>Total:</b>	<b>3,113.00</b>

If you have any questions, please contact me at 512-832-1979.

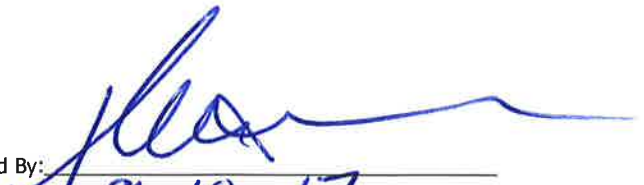
Submitted by:

Trimbuilt Construction, Inc.

cc:

Approved By:

Date:

  
9-18-17

# Williamson County Facilities - Job Cost Tracking Log

Project: WCCHD Remodel # P322

Change Order #: 4

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				\$ 1,440,000.00		\$ 100,000.00				\$ 1,540,000.00	\$ 1,540,000.00
1	Pending										\$ 1,540,000.00
2	Pending										\$ 1,540,000.00
3	Pending										\$ 1,540,000.00
4	9/26/2017	Owner	7	\$ 3,113.00		\$ (3,113.00)					\$ 1,540,000.00
5											\$ 1,540,000.00
6											\$ 1,540,000.00
7											\$ 1,540,000.00
8											\$ 1,540,000.00
9											\$ 1,540,000.00
10											\$ 1,540,000.00
11											\$ 1,540,000.00
12											\$ 1,540,000.00
13											\$ 1,540,000.00
14											\$ 1,540,000.00
15											\$ 1,540,000.00
16											\$ 1,540,000.00
17											\$ 1,540,000.00
18											\$ 1,540,000.00
19											\$ 1,540,000.00
20											\$ 1,540,000.00
21											\$ 1,540,000.00
22											\$ 1,540,000.00
23											\$ 1,540,000.00
24											\$ 1,540,000.00
25											\$ 1,540,000.00
26											\$ 1,540,000.00
27											\$ 1,540,000.00
28											\$ 1,540,000.00
29											\$ 1,540,000.00
30											\$ 1,540,000.00
			7	\$ 1,443,113.00	\$ -	\$ 96,887.00	\$ -	\$ -	\$ -	\$ 1,540,000.00	\$ 1,540,000.00



**Commissioners Court - Regular Session****31.****Meeting Date:** 09/26/2017

Cedar Park Tax Office; P452 - Falkenberg Amendment 1

**Submitted By:** Gina Wrehsnig, Infrastructure**Department:** Facilities Maintenance**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a First Amendment to Agreement Between Owner and Contractor for the remodel and reconstruction of the Cedar Park Tax Office.

**Background**

Due to unforeseen site conditions and utility locations, additional Owner's Contingency funding is being requested to be added to the agreement. The original Owner's Contingency amount was \$30,000.00 and the new requested amount would be \$170,000.00. The project costs, with the additional funding, remains within budget.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Amendment 1CP Budget

---

**Form Review****Inbox**

County Judge Exec Asst.  
Facilities Maintenance (Originator)  
Form Started By: Gina Wrehsnig  
Final Approval Date: 09/20/2017

**Reviewed By**

Wendy Coco  
Gina Wrehsnig

**Date**

09/19/2017 03:04 PM  
09/20/2017 02:11 PM  
Started On: 09/18/2017 01:23 PM

## **FIRST AMENDMENT TO** **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**THIS FIRST AMENDMENT TO THAT CERTAIN AGREEMENT BETWEEN OWNER AND CONTRACTOR**, hereinafter "First Amendment", is entered into effective as of the date of the last party's execution hereof, between **Williamson County, Texas**, a body corporate and politic under the laws of the State of Texas, hereinafter "Owner", and **Falkenberg Construction Co., Inc.**, hereinafter "Contractor".

### **RECITALS**

**WHEREAS**, Owner and Contractor executed that certain agreement entitled Agreement Between Owner and Contractor, hereinafter the "Agreement", which became effective as of May 25, 2017, for the remodel and reconstruction of the Cedar Park Tax Office;

**WHEREAS**, it has become necessary to amend the Agreement in order to increase the amount of the Owner's Contingency under Section 5.3 of the Agreement;

**NOW, THEREFORE**, premises considered, Owner and Contractor agree that the Agreement is amended as follows:

### **AGREEMENTS**

1. **Section 5.3** of the Agreement shall be amended as follows:

**Owner's Construction Contingency.** The following lump sum amount shall serve as the Owner's Construction Contingency from which changes in the Work are to be paid in accordance with the General Conditions:

**\$170,000.00**

The Owner's Construction Contingency is controlled solely by the Owner. Expenditures from the Owner's Construction Contingency must be made by Change Order issued by the Architect and approved by the Owner in accordance with the General Conditions. Contractor shall not be entitled to any compensation from the any unused amounts of the Owner's Construction Contingency.

2. Each party represents and warrants that it has due power and lawful authority to execute and deliver this First Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this First Amendment are the valid, binding and enforceable obligations of such party.
3. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

**Williamson County, Texas:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_, 20\_\_\_\_  
Date

**Falkenberg Construction Co., Inc.:**

By:   
Signature

JOHN F. CASTRO  
Printed Name

VICE - PRESIDENT  
Title

SEPTEMBER 18, 2017  
Date

CEDAR PARK TAX OFFICE ESTIMATE (9-20-17)  
FUNDING P# 452 \$1,800,000

BUDGET OUTSIDE OF CONSTRUCTION COSTS				
BUILDING COST COMPONENT	COMMENTS		COMPONENT TOTAL	PROJECT TOTAL
A/E Fee (\$24,700 lump sum)	Contract		\$ 24,700.00	
CMAR Pre-Construction Phase Fee				
Surveyor				
Geotech Investigation Firm				
Materials Testing Firm (Asbestos: Baer Eng.)	Paid		\$ 2,305.53	
Consultant Outside of Arch. (Waterproofing, Envelope, etc.)				
City Planning & Permitting (reimbursement to Arc.)	Paid		\$ 415.00	
Electric Planning (run elec. to site)				
Natural Gas (propane tank)				
FF&E (allowed per. Audit, Est. from TechCenter)	Estimate		\$ 50,403.20	
TCEQ Permits (\$ .25 sq. ft.)	Estimate		\$ 2,000.00	
IT/Phone Building Only (servers/phones/etc)				
Security Cameras (Knight Security Quote)	Per. Quote		\$ 23,010.40	
Wastewater to Site				
Historic Commission Review				
Tap Fees				
Impact Fees				
FD Permits / Inspections				
TDLR - ADA (TAAS consultant)	Estimate		\$ 1,500.00	
Relocating Utilities				
Traffic Engineering				
Plan Reproduction Fees (Blueprints)	Estimate		\$ 1,000.00	
Recording Fees				
As Built Plans				
Septic Permit				
Environmental Testing (Existing Structure vs. Site)				
Legal Fees				
Staff Time Spent on Project				
Relocation of Occupants				
Temp. office set up (CO #1)	CO#1		\$ 2,385.00	
Site / Property Acquisition				
Soft Cost Insurance				
Easement Acquisition				
Realtor Fees (Rental property, Lease Renegotiation)				
Remediation (Lead, Asbestos, etc.)				
Demo Existing Structures				
Temporary Security, Alarms				
Equipment Rental				
Commissioning				
Soft Cost Contingency (10% 107,719.13)			\$ 10,771.00	
Subtotal			\$ 118,490.13	
PROJECT BUDGET				
General Conditions Cost				
Elevator				
Insurance			\$ -	
Bonds			\$ -	
Construction Signage				
SWP Plans, Silt Fencing			\$ -	
Fencing			\$ -	
Paving			\$ -	
Landscaping			\$ -	
Lighting & other Utilities			\$ -	
Parking				
Generator				
Owner Contingency (with pending first amendment)	First Amendment		\$ 170,000.00	
Const. Total (Falkenberg)	Contractor Bid		\$ 690,225.00	
Base Cost of Construction Work			\$ 860,225.00	
			\$ 860,225.00	
PROJECT ESTIMATED TOTAL (9-20-17) with soft costs				\$978,715.13

**Commissioners Court - Regular Session****32.****Meeting Date:** 09/26/2017

CR 123

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an Order Abandoning CR 123.

**Background**

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Order Abandoning CR 123

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/21/2017

**Reviewed By**

Wendy Coco

**Date**

09/21/2017 11:54 AM

Started On: 09/21/2017 11:03 AM

**ORDER ABANDONING COUNTY ROAD**

County Road 123

WHEREAS, on the \_\_\_\_ day of \_\_\_\_\_, 2017, the Commissioners Court of Williamson County has met in a regularly scheduled meeting; and

WHEREAS, notice of this meeting was duly posted pursuant to Chapter 551 of the Texas Government Code; and

WHEREAS, pursuant to Section 251.058 of the Texas Transportation Code, a Commissioners Court may, on its own initiative, close, abandon and vacate a public road; and

WHEREAS, after due consideration, the Commissioners Court has considered the abandonment of a portion of a county road known as "County Road 123", and as further described in Exhibits "A" and "B" herein; and

WHEREAS, the Court has determined that the portion of said road is no longer utilized by the public as a road; and

WHEREAS, the Court has determined that it is in the best interest of the County to abandon any interest the County and/or the public may have in a certain portion of said road.

NOW THEREFORE, it is hereby ordered by the Commissioners Court of Williamson County, Texas

That the portion of CR 123 as described in Exhibits "A" and "B" are hereby abandoned.

Pursuant to Section 251.058, Texas Transportation Code, the Court finds that the following is true and correct:

1. The following property owners are the owners of real property which abuts the portion of the abandoned road:

JOHN & SYLVIA DUDNEY own the real property abutting the portion of the abandoned road described in Exhibit "A."

BCBP DEVELOPMENT, LLC, owns the real property abutting the portion of the abandoned road described in Exhibit "B."

2. That the County be shown as the Grantor in the Williamson County Official Records and that John & Sylvia Dudney and BCBP Development, LLC, respectively, be shown as Grantees in said Official Records, pursuant to the dictates of Section 251.058(3) of the Texas Transportation Code.

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DAN A. GATTIS, County Judge

ATTEST:

---

Nancy Rister, County Clerk

## Exhibit "A"

0.134 ACRE  
PORTION OF COUNTY ROAD 123  
EAST R.O.W. VACATION

FN NO. 17-260 (MJJ)  
AUGUST 28, 2017  
JOB NO. 222010743

### DESCRIPTION

OF 0.134 ACRE OF LAND OUT OF THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE COUNTY ROAD 123 RIGHT-OF-WAY (R.O.W. VARIES), ADJACENT TO LOT 1, BLOCK A THE HEIGHTS AT DEERFIELD, A SUBDIVISION OF RECORD IN CABINET C, SLIDE 42 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID LOT 1 HAVING BEEN CONVEYED TO JOHN AND SYLVIA DUDNEY BY DEED OF RECORD IN DOCUMENT NO. 2003047562 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.134 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 1/2 inch iron rod found in the southerly right-of-way line of the Missouri Pacific Railroad (100' R.O.W.), being in the northeasterly corner of the northerly terminus of County Road 123 (R.O.W. varies) and the northwesterly corner of said Lot 1, for the northeasterly corner hereof;

**THENCE**, leaving the southerly right-of-way line of the Missouri Pacific Railroad, along the easterly right-of-way line of County Road 123, being the westerly line of said Lot 1, for the easterly line hereof, the following two (2) courses and distances:

- 1) S03°26'48"E, a distance of 170.29 feet to a 1/2 inch iron rod found for the point of curvature of a curve to the left;
- 2) Along said curve to the left having a radius of 15.00 feet, a central angle of 46°12'37", an arc length of 12.10 feet and a chord which bears, S26°38'57"E, a distance of 11.77 feet to a 1/2 inch iron rod with "STANTEC" cap set for the southeasterly corner hereof, from which a 1/2 inch iron rod found in the northerly right-of-way line of Axis Deer Trail (60' R.O.W.), being the end of said curve bears, S73°42'11"E, a chord distance of 12.18 feet;

**THENCE**, leaving the westerly line of said Lot 1, over and across County Road 123 right-of-way, for the southerly and westerly lines hereof, the following two (2) courses and distances:

- 1) S83°06'12"W, a distance of 37.14 feet to a 1/2 inch iron rod with "STANTEC" cap set for the southwesterly corner hereof, from which a 1/2 inch iron rod with cap found at the intersection of the northerly right-of-way line of Benelli Drive (70' R.O.W.) with the westerly right-of-way line of County Road 123 bears, S83°06'12"W, a distance of 32.41 feet;


- 2) N03°23'53"W, a distance of 178.11 feet to a point in the southerly right-of-way line of the Missouri Pacific Railroad, being the northerly terminus of County Road 123 right-of-way, from which a 1/2 inch iron rod with "STANTEC" cap set at the northwesterly corner of the northerly terminus of County Road 123 bears, S77°20'38"W, a distance of 33.29 feet;

**THENCE**, N77°20'38"E, along the southerly right-of-way line of the Missouri Pacific Railroad, being the northerly terminus of County Road 123, for the northerly line hereof, a distance of 32.71 feet to the **POINT OF BEGINNING**, containing an area of 0.134 acre (5,833 sq. ft.) of land, more or less, within these metes and bounds.

**BEARING BASIS:** IS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK.

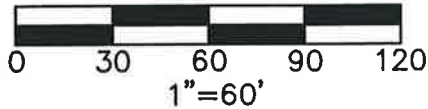
I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

STANTEC CONSULTING  
SERVICES INC.  
221 WEST SIXTH ST.  
SUITE 600  
AUSTIN, TEXAS 78701

  
\_\_\_\_\_  
JOHN T. BILNOSKI      DATE  
R.P.L.S. NO. 4998  
STATE OF TEXAS  
TBPLS # F-10194230  
john.bilnoski@stantec.com







**US HIGHWAY NO. 79**  
(R.O.W. VARIES)

### LEGEND

- 1/2" IRON ROD FOUND  
(UNLESS NOTED)
- 1/2" IRON ROD WITH  
"STANTEC" CAP SET
- P.O.B. POINT OF BEGINNING

**MISSOURI PACIFIC/UNION PACIFIC RAILROAD**  
(100' R.O.W.) (VOL. 17, PG. 597)

LOT 1A, BLOCK B  
BUSINESS PARK AT BRUSHY CREEK  
SECTION 1, AMENDED PLAT OF  
LOTS 1 AND 2, BLOCK B  
DOC. NO. 2017041845

*BCBP DEVELOPMENT LLC*  
DOC. NO. 2015070859

P.O.B.

**0.134 ACRE**  
(5,833 SQ. FT.)

BLOCK A  
THE HEIGHTS AT DEERFIELD  
CAB. C., SL. 42

LOT 1  
*JOHN & SYLVIA DUDNEY*  
DOC. NO. 2003047562

S83°06'12"W 81.17'  
CAP

S06°49'17"E  
69.91'  
CAP

**BENELLI  
DRIVE**  
(70' R.O.W.)

TRACT 1A  
TEXAS HORSE COUNTRY  
CAB. D, SLIDE 363

**COUNTY ROAD 123**  
(R.O.W. VARIES)

**AXIS DEER TRAIL**  
(60' R.O.W.)

WESTERLY R.O.W.  
DEDICATION LINE BY THE  
HEIGHTS AT DEERFIELD

BLOCK B  
LOT 1 THE HEIGHTS AT DEERFIELD  
CAB. C. SL. 42

LOT 2

Month, Year  
AUGUST 28, 2017

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2017/09/19 4:19 PM By: Bilnoski, John

FN17-260(MJJ)



221 West Sixth Street, Suite 600  
Austin, TX 78701  
TBPE # F-6324 TBPLS # 10194230  
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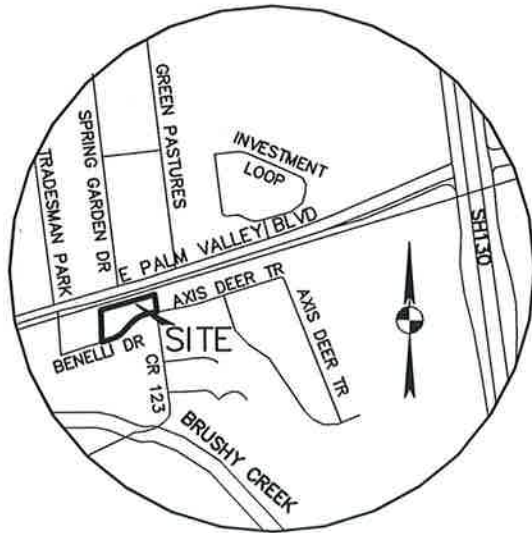
CLIENT  
HE SUPPLY  
HUTTO, TEXAS

Figure No.

SHEET 1 OF 2

Title

R.O.W. VACATION  
COUNTY ROAD 123



**VICINITY MAP**  
N.T.S.

### BEARING BASIS NOTE:

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK.

**LINE TABLE**

NO.	BEARING	DISTANCE
L1	S83°06'12"W	37.14'
L2	N77°20'38"E	32.71'
L3	S83°06'12"W	32.41'
L4	S77°20'38"W	33.29'

**CURVE TABLE**

NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	12.10'	15.00'	46°12'37"	S26°38'57"E	11.77'
C2	12.54'	15.00'	47°53'51"	S73°42'11"E	12.18'

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FN17-260(MJJ)

Month, Year  
AUGUST 28, 2017



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CLIENT  
HE SUPPLY  
HUTTO, TEXAS

Figure No.

SHEET 2 OF 2

Title

R.O.W. VACATION  
COUNTY ROAD 123

## Exhibit "B"

0.132 ACRE  
PORTION OF COUNTY ROAD 123  
WEST R.O.W. VACATION

FN NO. 17-259(MJJ)  
AUGUST 28, 2017  
JOB NO. 222010743

### DESCRIPTION

OF 0.132 ACRE OF LAND OUT OF THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422, SITUATED IN WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THE COUNTY ROAD 123 RIGHT-OF-WAY (R.O.W. VARIES), ADJACENT TO LOT 1A, BLOCK "B" BUSINESS PARK AT BRUSHY CREEK SECTION 1, AMENDED PLAT OF LOTS 1 AND 2, BLOCK B, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2017041845 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID LOT 1A CONVEYED TO BCBP DEVELOPMENT, LLC BY DEED OF RECORD IN DOCUMENT NO. 2015070859 OF SAID OFFICIAL PUBLIC RECORDS; SAID 0.132 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 1/2 inch iron rod with cap found at the intersection of the northerly right-of-way line of Benelli Drive (70' R.O.W.) with the westerly right-of-way line of County Road 123, being the southeasterly corner of said Lot 1A and the southwesterly corner hereof, from which a 1/2 inch iron rod with cap found at the point of curvature in the northerly line of Benelli Drive bears, S83°06'12"W, a distance of 81.17 feet;

**THENCE**, N03°33'58"W, leaving the northerly right-of-way line of Benelli Drive, along the westerly right-of-way line of County Road 123, being the easterly line of said Lot 1A, for the westerly line hereof, a distance of 174.74 feet to a 1/2 inch iron rod with "STANTEC" cap set in the southerly right-of-way line of the Missouri Pacific Railroad right-of-way (100' R.O.W.), for the northeasterly corner of said Lot 1A and northwesterly corner hereof, from which a 1/2 inch iron rod with "RJ Surveying" cap found bears, N12°39'49"W, a distance of 0.38 feet;

**THENCE**, N77°20'38"E, leaving the northeasterly corner of said Lot 1A, along the southerly right-of-way line of the Missouri Pacific Railroad, being the northerly terminus of County Road 123, for the northerly line hereof, a distance of 33.29 feet to a 1/2 inch iron rod with "STANTEC" cap set for the northeasterly corner hereof, from which a 1/2 inch iron rod with RJ Surveying cap found in the southerly right-of-way line of the Missouri Pacific Railroad, being the northwesterly corner of Lot 1, Block A The Heights at Deerfield, a subdivision of record in Cabinet C, Slide 42 of the Plat Records of Williamson county, Texas bears, N77°20'38"E, a distance of 32.71 feet;


**THENCE**, leaving the southerly right-of-way line the Missouri Pacific Railroad, over and across County Road 123, for the easterly and southerly lines hereof, the following two (2) courses and distances:

- 1) S03°23'53"E, a distance of 178.11 feet to a 1/2 inch iron rod with "STANTEC" cap set for the southeasterly corner hereof;
- 2) S83°06'12"W, a distance of 32.41 feet to the **POINT OF BEGINNING**, containing an area of 0.132 acre (5,753 sq. ft.) of land, more or less, within these metes and bounds.

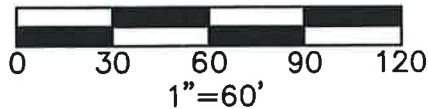
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SERVICES INC.  
221 WEST SIXTH ST.  
SUITE 600  
AUSTIN, TEXAS 78701

  
\_\_\_\_\_  
JOHN T. BILNOSKI      DATE  
R.P.L.S. NO. 4998  
STATE OF TEXAS  
TBPLS # F-10194230  
john.bilnoski@stantec.com





**US HIGHWAY NO. 79**  
(R.O.W. VARIES)

### LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- 1/2" IRON ROD WITH "STANTEC" CAP SET
- P.O.B. POINT OF BEGINNING

**MISSOURI PACIFIC/UNION PACIFIC RAILROAD**  
(100' R.O.W.) (VOL. 17, PG. 597)

FROM WHICH AN IRON ROD WITH  
RJ SURVEYING CAP FOUND  
BEARS N12°39'49"W, 0.38'

**0.132 ACRE**  
(5,753 SQ. FT.)

LOT 1A, BLOCK B  
BUSINESS PARK AT BRUSHY CREEK  
SECTION 1, AMENDED PLAT OF  
LOTS 1 AND 2, BLOCK B  
DOC. NO. 2017041845  
**BCBP DEVELOPMENT LLC**  
DOC. NO. 2015070859

BLOCK A  
THE HEIGHTS AT DEERFIELD  
CAB. C., SL. 42

LOT 1  
**JOHN & SYLVIA DUDNEY**  
DOC. NO. 2003047562

S83°06'12"W 81.17'

S06°49'17"E  
69.91'

**BENELLI  
DRIVE**  
(70' R.O.W.)

P.O.B.

**COUNTY ROAD 123**  
(R.O.W. VARIES)

S02°13'40"E  
59.97'

**AXIS DEER TRAIL**  
(60' R.O.W.)

WESTERLY R.O.W.  
DEDICATION LINE BY THE  
HEIGHTS AT DEERFIELD

TRACT 1A  
TEXAS HORSE COUNTRY  
CAB. D, SLIDE 363

BLOCK B  
LOT 1 THE HEIGHTS AT DEERFIELD  
CAB. C., SL. 42

LOT 2

Month, Year  
AUGUST 28, 2017

FN17-259(MJJ)

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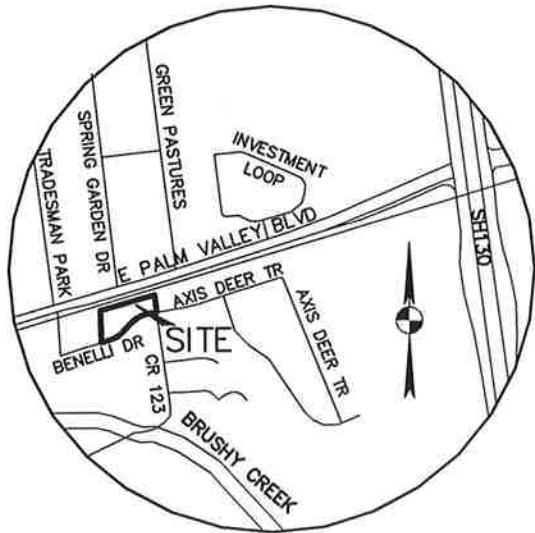
Figure No.

SHEET 1 OF 2

Title

R.O.W. VACATION  
COUNTY ROAD 123





**VICINITY MAP**  
N.T.S.

**BEARING BASIS NOTE:**

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK.

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N77°20'38"E	33.29'
L2	S83°06'12"W	32.41'
L3	N77°20'38"E	32.71'
L4	N83°06'12"E	37.14'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	12.10'	15.00'	46°12'37"	S26°38'57"E	11.77'
C2	12.54'	15.00'	47°53'51"	S73°42'11"E	12.18'

FN17-259(MJJ)

Month, Year  
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CLIENT  
HE SUPPLY  
HUTTO, TEXAS

Figure No.

SHEET 2 OF 2

Title

R.O.W. VACATION  
COUNTY ROAD 123

**Commissioners Court - Regular Session****33.****Meeting Date:** 09/26/2017

Development Agreement

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a Development Agreement Regarding Tesoro Subdivision County Road with Tribar, LLC.

**Background**

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/21/2017

**Reviewed By**

Wendy Coco

**Date**

09/21/2017 11:54 AM

Started On: 09/21/2017 11:06 AM

**STATE OF TEXAS**

**COUNTY OF WILLIAMSON**

**§ DEVELOPMENT AGREEMENT**

**§ REGARDING**

**§ TESORO SUBDIVISION COUNTY ROAD**

This is a DEVELOPMENT AGREEMENT (the "Agreement") by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, ("County") and Tribar, LLC, a Texas limited liability company ("Tribar"). The Effective Date of this Agreement is the date approved by the Williamson County Commissioners Court.

WHEREAS, Tribar owns approximately 8.655 acres of land (the "Property") as described in Exhibit "A", attached hereto; and

WHEREAS, the County and Tribar desire to co-operate in the construction of a County Road in the future Tesoro subdivision (the "Project"); and

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the County and Tribar hereby agree as follows:

1. Tribar shall, by deed, grant the Property to the County for use as right-of-way. The Deed shall be executed and accepted by the County immediately following the execution of this Agreement. Tribar shall not be responsible for any ad valorem taxes assessed against the Property after delivery of the Deed. Any ad valorem tax payments owed or otherwise delinquent against the Property shall remain the responsibility of Tribar.
2. The County will accept the Property as right-of-way prior to the filing of final plat.
3. Tribar shall partially construct a standard County roadway on the Property, to include two (2) lanes and a total width of twenty-six (26) feet (the "Roadway"). The Roadway shall be constructed in accordance with County standards and specifications.
4. The County shall enter into a lease agreement with Tribar to provide for Tribar's continued use of the Property for farming purposes until construction of the Roadway is complete. Tribar shall send notice to the County upon completion of construction of the Roadway.



## **MISCELLANEOUS PROVISIONS**

- A. Actions Performable. The County and Tribar agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.
- B. Governing Law. The County and Tribar agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.
- C. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- D. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties.
- E. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.
- F. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carried, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

County:

County Judge  
Dan A. Gattis  
710 S. Main Street, Suite 101  
Georgetown, TX 78626

Phone: (512) 943-1577

Tribar:

8103-A Baywood Dr.  
Austin TX 78759  
Attn: Brian Barnes

- G. Force Majeure. Tribar and the County agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike.
- H. Assignment. This Agreement may be assigned by Tribar only with the written consent of the Williamson County Commissioners Court, which shall not be unreasonably withheld. Any assignment must bind the assignee to all the terms and conditions of this Agreement, which will be recorded in the Williamson County Official Records.
- I. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Tribar, respectively.

SIGNED as of this 15<sup>th</sup> day of September, 2017.

WILLIAMSON COUNTY

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

ATTEST:

\_\_\_\_\_  
Nancy Rister, County Clerk

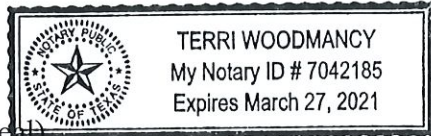
Tribar, LLC

By: Brian A. Barnes

Brian Barnes, General Partner

STATE OF TEXAS  
COUNTY OF Williamson

This instrument was acknowledged before me on Sept. 15, 2017, by Brian Barnes, as General Partner of Tribar, LLC, a Texas limited liability company, on behalf of said entity.



(Personalized Seal)

Terri Woodmancy  
Notary Public's Signatures

**EXHIBIT 'A'**

**METES AND BOUNDS DESCRIPTION**

**FOR A 120-FOOT WIDE, 8.655 ACRE TRACT OF LAND OUT OF THE B. MANLOVE SURVEY, ABSTRACT NO. 417, SITUATED IN WILLIAMSON COUNTY, TEXAS, AND SAME TRACT OF LAND BEING A REMAINING PORTION OF THAT CERTAIN 170.84 ACRE TRACT OF LAND CONVEYED TO TRIBAR, A TEXAS PARTNERSHIP RECORDED IN VOLUME 2519, PAGE 648 IN THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.); SAID 8.655 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING** at a 1/2" iron rod found in the north Right-of-Way line of County Road 258, at the southwest corner of San Gabriel Oaks, Tract 11 (part), an unrecorded subdivision in Williamson County, Texas and being the southeast corner of said Tribar Tract and being a point of curvature of a curve to the right;

**THENCE**, along said north Right-of-Way line and the south line of said Tribar Tract, with said curve to the right, having a radius of 3950.08 feet, an arc length of 145.19 feet, a chord bearing of S63°07'32"W, a distance of 145.18 feet to a 1/2" iron rod found at the end of said curve;

**THENCE**, continuing along said north Right-of-Way line, S65°26'24"W, a distance of 174.21 feet to an iron rod found;

**THENCE**, S66°42'00"W, a distance of 316.71 feet to a 1/2" iron rod found at the beginning of a curve to the right;

**THENCE**, along said curve to the right, having a radius of 6706.13 feet, an arc length of 139.18 feet, a chord bearing of S67°43'12"W, a distance of 139.17 feet to a 1/2" iron rod found at the end of said curve;

**THENCE**, S68°43'08"W, a distance of 110.11 feet to a calculated point in said north Right-of-Way, being the southeast corner and the **POINT OF BEGINNING** of the herein described tract;

**THENCE**, continuing along said north Right-of-Way, S68°42'57"W, a distance of 120.15 feet to a calculated point for the southwest corner of herein described tract;

**THENCE**, leaving said north Right-of-Way and through said Tribar Tract, N24°08'02"W, a distance of 568.44 feet to a calculated point at the beginning of a curve to the right;

**THENCE**, along said curve to the right, having a radius of 1150.38 feet, an arc length of 253.25 feet, a chord bearing of N17°49'30"W, a distance of 252.74 feet to a calculated point at the end of said curve;

**THENCE**, N11°31'06"W, a distance of 1206.75 feet to a calculated point at the beginning of a curve to the left;

**THENCE**, along said curve to the left, having a radius of 1030.00 feet, an arc length of 379.86 feet, a chord bearing of N22°37'14"W, a distance of 377.72 feet to a calculated point at the end of said curve;

**THENCE**, N33°11'10"W, a distance of 468.85 feet to a calculated point at the beginning of a curve to the right;

120' Wide R.O.W. Dedication  
Tesoro Subdivision

Williamson County, Texas  
764-16-01

**THENCE**, along said curve to the right, having a radius of 1150.02 feet, an arc length of 265.23 feet, a chord bearing of N26°34'44"W, a distance of 264.64 feet to a calculated point at the end of said curve for the northwest corner of herein described tract, also being the southeast corner of Lot 7B, (Lot 7 Resubdivision); Wild Country Ranch, a subdivision recorded in Document No. 2015022769 of the Official Public records of Williamson County, Texas, and being the southwest corner of Tract 14B, of said unrecorded San Gabriel Oaks Subdivision;

**THENCE**, along the south line of said Tract 14B, being the north line of herein described tract, N69°25'34"E, a distance of 120.01 feet to a calculated point for the northeast corner of herein described tract, and being the beginning of a curve to the left;

**THENCE**, along said curve to the left, having a radius of 1030.00 feet, an arc length of 238.82 feet, a chord bearing of S26°32'37"E, a distance of 238.28 feet to a calculated point at the end of said curve;

**THENCE**, S33°11'10"E, a distance of 468.85 feet to a calculated point at the beginning of a curve to the right;

**THENCE**, along said curve to the right, having a radius of 1150.00 feet, an arc length of 424.70 feet, a chord bearing of S22°36'22"E, a distance of 422.29 feet to a calculated point at the end of said curve;

**THENCE**, S11°31'06"E, a distance of 1207.30 feet to a calculated point at the beginning of a curve to the left;

**THENCE**, along said curve to the left, having a radius of 1030.37 feet, an arc length of 226.83 feet, a chord bearing of S17°49'30"E, a distance of 226.37 feet to a calculated point at the end of said curve;

**THENCE**, S24°08'02"E, a distance of 574.41 feet to the **POINT OF BEGINNING**, and containing 8.655 acres, more or less.

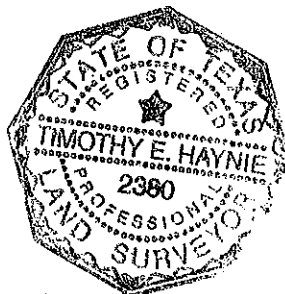
THE UNDERSIGNED DOES HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND, TOGETHER WITH RECORD INFORMATION, UNDER MY SUPERVISION. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS.



TIMOTHY E. HAYNIE  
R.P.L.S. No. 2380, State of Texas  
Haynie Consulting, Inc.  
Engineers -- Surveyors  
1010 Provident Lane  
Round Rock, Texas 78664  
TBPLS Firm No. 100250-00

9/1/2017

Date



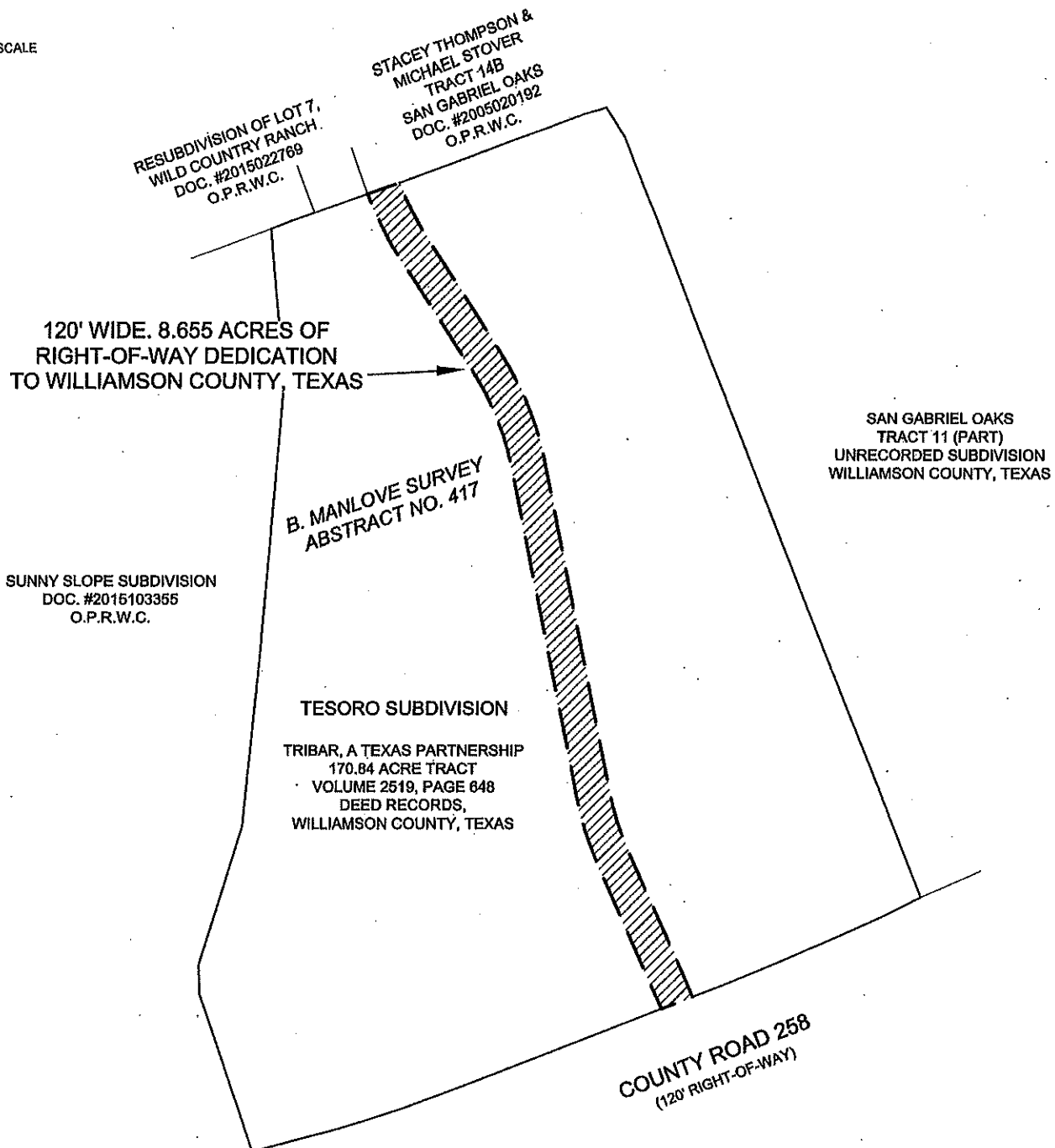
## EXHIBIT 'A'

SKETCH TO ACCOMPANY FIELD NOTES FOR A 120' WIDE, 8.655 ACRE RIGHT-OF-WAY TRACT, OUT OF THE  
B. MANLOVE SURVEY, ABSTRACT NO. 417, LOCATED IN WILLIAMSON COUNTY, TEXAS.

ADDRESS: 2001 COUNTY ROAD 258  
LIBERTY HILL, TEXAS



NOT TO SCALE



SHEET 3 OF 6

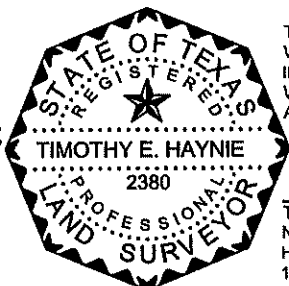


**HAYNIE  
CONSULTING, INC.**

Civil Engineers and Land Surveyors  
1010 Provident Lane  
Round Rock, Texas 78664-3276  
Ph. 512-837-2446 Fax 512-837-9463

DRAWN BY : KS

DATE: 8/31/2017



THE UNDERSIGNED DOES HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN  
WAS DETERMINED BY A SURVEY MADE ON THE GROUND, TOGETHER WITH RECORD  
INFORMATION, UNDER MY SUPERVISION. THIS SURVEY SUBSTANTIALLY COMPLIES  
WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS  
AND SPECIFICATIONS.

01-Sep-2017

TIMOTHY HAYNIE, REGISTERED, PROFESSIONAL LAND SURVEYOR  
No. 2380 - STATE OF TEXAS, TBPLS FIRM #100250-00  
HAYNIE CONSULTING INC.  
1010 PROVIDENT LANE  
ROUND ROCK, TEXAS, 78664

DATE

# EXHIBIT 'A'

MATCH LINE SHEET 5  
MATCH LINE SHEET 4

TRIBAR, A TEXAS PARTNERSHIP  
170.84 ACRE TRACT  
VOLUME 2519, PAGE 648  
D.R.W.C.

SAN GABRIEL OAKS  
TRACT 11 (PART)  
UNRECORDED SUBDIVISION  
WILLIAMSON COUNTY, TEXAS

120' WIDE, 8.655 ACRES OF  
RIGHT-OF-WAY DEDICATION  
TO WILLIAMSON COUNTY, TEXAS

POINT OF  
BEGINNING

POINT OF  
COMMENCEMENT

COUNTY ROAD 258  
(120' RIGHT-OF-WAY)

## LEGEND

- IRON ROD FOUND
- CONC MONUMENT FOUND
- △ CALCULATED POINT
- ( ) RECORD INFORMATION



**HAYNIE  
CONSULTING, INC.**

Civil Engineers and Land Surveyors  
1010 Provident Lane  
Round Rock, Texas 78664-3276  
Ph. 512-837-2446 Fax 512-837-9463

# EXHIBIT 'A'



KAREN & SHARON M. SAUCIER  
LOT 7A  
WILD COUNTRY RANCH (LT 7 RESUB)  
NO DEED INFO AVAILABLE

KENNETH W. CARSON &  
CONSTANCE H. STRIED  
LOT 7B  
WILD COUNTRY RANCH  
DOC. #2016007468  
O.P.R.W.C.

STACEY THOMPSON &  
MICHAEL STOVER  
TRACT 14B  
SAN GABRIEL OAKS  
DOC. #2005020192  
O.P.R.W.C.

SUNNY SLOPE  
SUBDIVISION  
DOC. #2015103355  
O.P.R.W.C.

TRIBAR, A TEXAS PARTNERSHIP  
170.84 ACRE TRACT  
VOLUME 2519, PAGE 648  
D.R.W.C.

120' WIDE, 8.655 ACRES OF  
RIGHT-OF-WAY DEDICATION  
TO WILLIAMSON COUNTY, TEXAS

N69°25'34"E 120.01'

S69°25'34"W 369.43'

C8

C7

120'

60'

N33°11'10"W 468.85'

S33°11'10"E 468.85'

C6

C5

N11°31'06"W 1206.75'

S11°31'06"E 1207.30'

MATCH LINE SHEET 5  
MATCH LINE SHEET 4

## LEGEND

- IRON ROD FOUND
- CONC MONUMENT FOUND
- △ CALCULATED POINT
- ( ) RECORD INFORMATION



 **HAYNIE  
CONSULTING, INC.**

Civil Engineers and Land Surveyors  
1010 Provident Lane  
Round Rock, Texas 78664-3276  
Ph. 512-837-2446 Fax 512-837-9463



# EXHIBIT 'A'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	002°06'21"	3950.08'	145.19'	S63°07'32"W	145.18'
C2	001°11'21"	6706.13'	139.18'	S67°43'12"W	139.17'
C3	012°36'48"	1030.37'	226.83'	S17°49'30"E	226.37'
C4	012°36'49"	1150.38'	253.25'	N17°49'30"W	252.74'
C5	021°09'34"	1150.00'	424.70'	S22°36'22"E	422.29'
C6	021°07'51"	1030.00'	379.86'	N22°37'14"W	377.72'
C7	013°17'05"	1030.00'	238.82'	S26°32'37"E	238.28'
C8	013°12'51"	1150.02'	265.23'	N26°34'44"W	264.64'



**HAYNIE  
CONSULTING, INC.**

Civil Engineers and Land Surveyors  
1010 Provident Lane  
Round Rock, Texas 78664-3276  
Ph. 512-837-2446 Fax 512-837-9463

**Commissioners Court - Regular Session****34.****Meeting Date:** 09/26/2017

IT Project Policy

**Submitted By:** Richard Semple, Information Technology**Department:** Information Technology**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on the Technology Project Policy.

**Background**

Technology Services is requesting approval of this policy to formalize procedures that are already in place for the most part. This policy helps ensure the success of IT projects by ensuring the Technology Services staff from the inception of a project and throughout the life cycle.

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Richard Semple

Final Approval Date: 09/21/2017

**Reviewed By**

Wendy Coco

**Date**

09/21/2017 09:41 AM

Started On: 09/21/2017 09:32 AM



## Williamson County Technology Services

# Technology Project Policy

**DRAFT Version 1.0**

### Approvals

Policy Approval Date:

Final Approval By: Williamson County Commissioner's Court

Policy Effective Date:

### Version Information

This version supersedes all previous versions and all others should be considered obsolete.

### Version History

Version	Approved Date	Effective Date
1.0		

## Policy Summary

All projects and implementations of technology must meet the standards set by Technology Services, be initiated via the appropriate form (e.g. Project Request Form, Quote Request Form, or Project Change Form), and involve Technology Services in the system administration on an ongoing basis (where applicable).

## Scope

This policy applies to all uses of Williamson County's Information Technology (IT) resources, and to all its users. This includes the resources under the management or control of Technology Services as well as all other units and departments of the County that are implementing technology projects, purchasing hardware, software, hosted solutions, or professional services that are Information Technology related.

## Purpose

There are a variety of concerns when implementing a new technology project, hardware or software package, hosted solutions, building a new facility, or professional services that are IT-related. With highly-interconnected systems and the dependency on technology, several factors need to be considered, and Technology Services is in the appropriate place to evaluate new technology based on:

- Regulatory & best practice compliance (HIPAA, CJIS, etc.)
- Information Security
- Data integrity
- Technological compatibility
- Cost (ROI)
- Feasibility & Risk
- County-wide technology goals and standards
- Ease of use and support

## Definitions

### **County Data**

Digital information that is created, maintained, or manipulated as part of the course of County business.

### **County Network**

The interconnected computers, servers, networking devices, network infrastructure, internet connections, wireless, and software systems that are owned or managed by Williamson County.

### **Hosted solution**

A web application, website, app, or other platform that is used to store, transmit, manipulate or otherwise interact with County data that is not located on the County Network.

### **Information Technology Resources**

Those facilities, technologies, and information resources required to accomplish information processing, storage, and communication, whether individually controlled or shared, stand-alone or networked.

Included in this definition are all departmental technologies, electronic resources, and computing and electronic communication devices and services, such as, but not limited to, computers, printers, storage devices, mobile devices, email, fax, video, multi-media, instructional materials, and healthcare, research, and administrative systems. Personal equipment connected to the County's network is also subject to this policy.

### **User**

A "user" would be any individual who uses, logs into, or attempts to use or log into, a County system or hosted solution; or who connects to, or attempts to connect to or traverse, the County network, whether by hardware or software or both, whether on site or from remote locations.

This includes system sponsors and system managers, employees, contractors, consultants, temporary workers, visitors and other customers, as well as all personnel affiliated with third parties.

## **Policy**

### **Initiation**

All new projects that involve technology implementations must be initiated by using the Technology Project Request form on the Technology Services SharePoint site. This form conveys the information to the Budget Office, the Purchasing Department, Technology Services and any other potential stakeholders.

Orders of technology equipment or software must utilize the Technology Quote Request Form on the Technology Services SharePoint site. This will ensure that compatible and appropriate equipment is quoted for the department.

### **Changes or other requests**

Changes to existing or projects that are underway must use the Change Management Form that is on the Technology Services SharePoint site. This ensures all change requests are tracked and kept with the appropriate project.

All other requests should follow the Service Level Agreement for the service or project as defined on the Technology Services SharePoint site.

### **Project Management**

The technology aspects of a new project will be assigned to a Technology Services staff member for project management. That individual will manage the project and is assigned to assist the department and coordinate with the appropriate parties to accomplish the goals for the project or request.

### **Technology Standards & Practices**

All projects that are implemented must meet the current standards and practices set by Technology Services Department. These standards are a collection of requirements that helps ensure project implementation and maintenance will be a success. Some of these requirements relate to:

- Regulatory & best practice compliance (HIPAA, CJIS, etc.)
- Information Security
- Data integrity
- Technological compatibility
- Cost (ROI)
- Feasibility & Risk
- County-wide technology goals and standards
- Ease of use and support

The assigned project manager from Technology Services will help determine if a project or specific implementation is compliant with County technology standards and practices.

If a project is found not to be compliant, a change may need to be made, or the project may not be able to be implemented in the current form.

### **Technical System Administration**

In partnership with the initiating department, Technology Services will be responsible for ongoing administration (system administration, hardware administration, etc.) of technology items. The delineation of this work and the specific items to be performed by Technology Services will be set on an individual project basis.

Generally speaking, Technology Services will be responsible for:

- Hardware maintenance, installation, and support
- Software updates and major configuration changes
- Configurations that affect security or standards compliance
- Business continuity
- Building cabling standards
- Vendor relations & management for hardware and software providers

### **Exceptions**

Any exceptions need to be approved in writing by a Director in Technology Services along with the specific provisions that are exempted.

### **Policy Violations**

All projects and technology implementations that have a technology component that do not initiate through the Technology Services Department, or fail to meet the standards set, run the risk of not being implemented – either not connected to the County Network, not supported by Technology Services, and/or not being authorized for use entirely.

**Commissioners Court - Regular Session****35.****Meeting Date:** 09/26/2017

Public Service Agreements

**Submitted For:** Ashlie Koenig**Submitted By:** Jennifer Templeton, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving public services funding agreements as per the FY'18 adopted budget approved by Commissioners Court on August 29, 2017.

**Background**

FY'18 Funding agreements reflect the amounts within the adopted budget as approved by Commissioner Court, attached a Contract Summary for your review. Please note Hope Alliance requested to change the *Exhibit A* language from "Salaries" to "Personnel Expenses" to cover fringe benefits for counselors and advocates. This change is added within the attached Hope Alliance agreement for consideration.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**WBCO -RENTWBCO-SR NutritionCARTSBBT-MHMRBBT-TCOOMMICACHope AllianceCASAMuseumContracts Summary

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Jennifer Templeton

Final Approval Date: 09/20/2017

**Reviewed By**

Wendy Coco

**Date**

09/20/2017 01:47 PM

Started On: 09/20/2017 09:31 AM

## PUBLIC SERVICES FUNDING AGREEMENT

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

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

### RECITALS

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

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

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

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

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

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

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



ARTICLE I  
BASIC SCOPE OF AGREEMENT

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

ARTICLE II  
FUNDING STANDARDS

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

- A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.
- B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.
- C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.
- D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III  
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2017 and shall terminate one year later on September 30, 2018. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with

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

#### ARTICLE IV TERMINATION

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

#### ARTICLE V AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of \$34,000 for performance of the public purpose described in the attached Exhibit "A".

#### ARTICLE VI COUNTY'S RIGHT TO AUDIT

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

#### ARTICLE VII GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

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

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

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

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

K. **No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. **Compliance with Laws.** Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

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

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

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

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

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

EXECUTED as of \_\_\_\_\_, 20\_\_\_\_.

**Agency:**

Name of Agency:

Williamson-Burnet County Opportunities,  
Inc.

By: Gordon Pierce

Printed Name: GORDON PIERCE

Title: EXECUTIVE DIRECTOR

Address:

604 HIGH TECH DR  
GEORGETOWN, TX 78626

Attn: Lauren McAndrews

Telephone: 512-163-1400

**COUNTY:**

Williamson County, Texas

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

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

Title: \_\_\_\_\_

Address:

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

Telephone: (512) 943-1550

## **Exhibit "A"**

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

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



## PUBLIC SERVICES FUNDING AGREEMENT

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

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

### RECITALS

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

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

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

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

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

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



ARTICLE I  
BASIC SCOPE OF AGREEMENT

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

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

ARTICLE II  
FUNDING STANDARDS

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

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

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

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

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

ARTICLE III  
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2017 and shall terminate one year later on September 30, 2018. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with

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

#### ARTICLE IV TERMINATION

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

#### ARTICLE V AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of \$45,000.00 for performance of the public purpose described in the attached Exhibit "A".

#### ARTICLE VI COUNTY'S RIGHT TO AUDIT

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

#### ARTICLE VII GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

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

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

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

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

**K. No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

**L. Compliance with Laws.** Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

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

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

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

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

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

EXECUTED as of \_\_\_\_\_, 20\_\_\_\_.

**Agency:**

Name of Agency:

Williamson-Burnet County Opportunities,  
Inc.

By: Gordon Pierce

Printed Name: GORDON PIERCE

Title: EXECUTIVE DIRECTOR

Address:

604 HIGH TECH DR  
GEORGETOWN TX 78626

Attn:

Lauren Andrews

Telephone: 512 763-1400

**COUNTY:**

Williamson County, Texas

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

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

Title: \_\_\_\_\_

Address:

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

Telephone: (512) 943-1550

## **Exhibit "A"**

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

The Agency shall works to identify community organizations and target neighborhoods to provide social service and economic opportunity programs for the benefit of the citizens of Williamson County. The Funds shall be used in support of the Agency's Senior Nutrition Program.



## PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Capital Area Rural Transportation System (CARTS) ("Agency").

### RECITALS

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

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

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

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

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

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

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



## ARTICLE I BASIC SCOPE OF AGREEMENT

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

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

## ARTICLE II FUNDING STANDARDS

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

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

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

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

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

## ARTICLE III TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2017 and shall terminate one year later on September 30, 2018. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

#### ARTICLE IV TERMINATION

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

#### ARTICLE V AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of \$10,000.00 for performance of the public purpose described in the attached Exhibit "A".

#### ARTICLE VI COUNTY'S RIGHT TO AUDIT

A. County's Right to Audit. The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

B. Agency Reports and Independent Audit Report. Provide the County with bi-annual reports which include progress meeting service objectives, the total number of persons and agencies directly served, and the number of County citizens served. Provide to the County a copy of the organization's annual independent auditor's report based upon the organization's fiscal year.

ARTICLE VII  
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

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

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

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

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

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this

Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

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

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

K. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

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

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

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

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

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

EXECUTED as of \_\_\_\_\_, 20\_\_.

**Agency:**

Name of Agency:

Capital Area Rural Transportation System

By: 

Printed Name: DAVID MARSH

Title: GENERAL MANAGER

Address:

PO BOX 6050  
AUSTIN TX 78762

Attn: PEARL JACKSON

Telephone: 512-505-5605

**County:**

Williamson County, Texas

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

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

Title: \_\_\_\_\_

Address:

710 Main Street, Suite 101  
Georgetown, Texas 78626  
Attn: Williamson County Judge  
Telephone: (512) 943-1550

### **Exhibit "A"**

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

- A. General public transportation services for the citizens of Williamson County with emphasis on the elderly and handicapped. Destinations will include but will not be limited to, medical facilities, grocery stores and other merchants, post office, doctors, etc.
- B. Coordinate as appropriate with the County and other community service providers in the provision of services to County residents.

## PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS

§  
§  
§  
§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF WILLIAMSON

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Bluebonnet Trails Community MHMR Center ("Agency").

### RECITALS

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

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

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

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

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

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

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



ARTICLE I  
BASIC SCOPE OF AGREEMENT

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

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

ARTICLE II  
FUNDING STANDARDS

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

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

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

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

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

ARTICLE III  
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2017 and shall terminate one year later on September 30, 2018. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with

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

#### ARTICLE IV TERMINATION

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

#### ARTICLE V AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of \$75,000.00 for performance of the public purpose described in the attached Exhibit "A".

#### ARTICLE VI COUNTY'S RIGHT TO AUDIT

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

#### ARTICLE VII GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

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

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

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

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

K. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

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

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

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

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

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

EXECUTED as of \_\_\_\_\_, 20\_\_\_\_.

**Agency:**

Name of Agency:

Bluebonnet Trails Community  
MHMR Center

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

Printed Name: Andrea Richardson

Title: Executive Director

Address:

1009 N. Georgetown Street  
Round Rock, Texas 78664

Attn: Executive Director

Telephone: 512-244-8305

**COUNTY:**

Williamson County, Texas

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

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

Title: \_\_\_\_\_

Address:

710 Main Street, Suite 101

Georgetown, Texas 78626

Attn: Williamson County Judge

Telephone: (512) 943-1550

## **Exhibit "A"**

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

The Agency provides public mental health services to adults with serious and persistent mental illness and/or serious emotional disturbances. The Funds shall be used to assist in case management, skills training and medication for adult persons with mental health needs.



## **PUBLIC SERVICES FUNDING AGREEMENT**

THE STATE OF TEXAS

§  
§  
§  
§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF WILLIAMSON

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Bluebonnet Trails Community MHMR Center ("Agency").

### **RECITALS**

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

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

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

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

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

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

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



ARTICLE I  
BASIC SCOPE OF AGREEMENT

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

ARTICLE II  
FUNDING STANDARDS

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

- A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.
- B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.
- C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.
- D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III  
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2017 and shall terminate one year later on September 30, 2018. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with

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

#### ARTICLE IV TERMINATION

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

#### ARTICLE V AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of \$25,000.00 for performance of the public purpose described in the attached Exhibit "A".

#### ARTICLE VI COUNTY'S RIGHT TO AUDIT

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

#### ARTICLE VII GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

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

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

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

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

K. **No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. **Compliance with Laws.** Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

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

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

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

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

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

EXECUTED as of \_\_\_\_\_, 20\_\_\_\_.

**Agency:**

Name of Agency:

Bluebonnet Trails Community  
MHMR Center

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

Printed Name: Andrea Richardson

Title: Executive Director

Address:

1009 N. Georgetown St.

Round Rock Texas 78664

Attn: Andrea Richardson

Telephone: 512-244-8305

**COUNTY:**

Williamson County, Texas

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

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

Title: \_\_\_\_\_

Address:

710 Main Street, Suite 101

Georgetown, Texas 78626

Attn: Williamson County Judge

Telephone: (512) 943-1550

## **Exhibit "A"**

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

The Agency provides services to special needs offenders, which include service coordination/case management for adults and continuity of care, jail diversion, and wrap around services for juveniles. The Funds shall be used to provide public mental health services to adult and juvenile special needs offenders with serious and persistent mental illness and/or serious emotional disturbances who are participating in the Texas Correctional Office on Offenders with Medical Mental Impairments.



## PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Williamson County Children's Advocacy Center, Inc. ("Agency").

### RECITALS

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

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

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

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

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

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

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



ARTICLE I  
BASIC SCOPE OF AGREEMENT

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

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

ARTICLE II  
FUNDING STANDARDS

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

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

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

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

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

ARTICLE III  
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2017 and shall terminate one year later on September 30, 2018. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with

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

#### ARTICLE IV TERMINATION

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

#### ARTICLE V AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of \$55,000.00 for performance of the public purpose described in the attached Exhibit "A".

#### ARTICLE VI COUNTY'S RIGHT TO AUDIT

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

#### ARTICLE VII GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

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

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

K. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

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

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

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P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

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

EXECUTED as of \_\_\_\_\_, 20\_\_\_\_.

**Agency:**

Name of Agency:

Williamson County Children's  
Advocacy Center, Inc.

By: Monica Benoit Beatty

Printed Name: Monica Benoit Beatty

Title: Executive Director

Address:

Williamson County  
Children's Advocacy Center  
1811 SE Inner Loop  
Georgetown, TX 78626

Attn: Monica Benoit-Beatty

Telephone: 512-943-3701

**COUNTY:**

Williamson County, Texas

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

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

Title: \_\_\_\_\_

Address:

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

Telephone: (512) 943-1550

## **Exhibit "A"**

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

The Agency provides needed assistance to abused children and non-offending family members, and the professionals dedicated to the intervention, investigation, prosecution, and treatment options related to child abuse cases in an attempt to minimize trauma and reduce re-victimization to child victims of abuse. The Funds shall be used to defray the general operating costs associated with the provision of the above-described services and services (includes the general operating costs of the forensic department, counseling department, medical department, community awareness/training, and volunteer program).



# Hope Alliance

1-800-460-SAFE (7233)

*Not the final stop,  
but the first step.*

1011 Gattis School Road, #106  
Round Rock, Texas 78664  
Phone: 512.255.1212  
Fax: 512.255.7331

[www.hopealliancetx.org](http://www.hopealliancetx.org)

Patty Conner, LCSW  
Chief Executive Officer

## Board of Directors 2017-2018

Nancy Bowman – President  
Renee Petsche – Past President  
Sandy Sigman – Secretary  
Dan Murphy – Treasurer

Dorian Alvarez  
Diane Bennett  
Joanna Davis  
Valerie Francois  
Andrew Norris  
Charlie Pittman

## Outreach Offices:

Cedar Park  
Georgetown  
Hutto  
Liberty Hill  
Taylor

September 14, 2017

Jennifer Templeton, Budget Analyst  
Williamson County Budget Office  
710 Main Street, Suite 101  
Georgetown, Texas 78626

Jennifer,

Enclosed is a signed original of the Public Services Funding Agreement for 2017-2018. As we discussed briefly, I have amended Exhibit A such that the funds can be utilized for Personnel Expenses instead of Salaries. This will allow us to cover fringe benefits for counselors and advocates as well.

If I need to provide any additional information, let me know. Otherwise, I will be looking for a fully executed agreement either by email or mail, once the court has approved.

Again, we thank the commissioners for supporting Hope Alliance's efforts to assist survivors of family and sexual violence.

Sincerely,



Patty Conner, LCSW  
Chief Executive Officer

Please don't forget to like us on Facebook at [facebook.com/hopealliance](https://facebook.com/hopealliance) and follow us on twitter @HopeAlliance\_ED.



## PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Hope Alliance ("Agency").

### RECITALS

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

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

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

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

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

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

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

## ARTICLE I BASIC SCOPE OF AGREEMENT

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

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

## ARTICLE II FUNDING STANDARDS

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

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

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

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

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

## ARTICLE III TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2017 and shall terminate one year later on September 30, 2018. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

#### ARTICLE IV TERMINATION

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

#### ARTICLE V AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of \$75,000.00 for performance of the public purpose described in the attached Exhibit "A".

#### ARTICLE VI COUNTY'S RIGHT TO AUDIT

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

#### ARTICLE VII GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income.

All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

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

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

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

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

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

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

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

K. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

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

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

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

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or

claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

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



EXECUTED as of \_\_\_\_\_, 20\_\_\_\_.

**Agency:**

Name of Agency:

Hope Alliance

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

Printed Name: Patty Conner

Title: CEO

Address:

1011 Gattis School Road, #106

Round Rock, Texas 78664

Telephone: 512-255-1212

**COUNTY:**

Williamson County, Texas

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

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

Title: \_\_\_\_\_

Address:

710 Main Street, Suite 101

Georgetown, Texas 78626

Attn: Williamson County Judge

Telephone: (512) 943-1550

## **Exhibit "A"**

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

The Agency manages the Williamson County Crisis Center, which is the only shelter in Williamson County for women and children victims of family violence. The Agency provides on-call accompaniment to the hospitals for rape victims who are taking forensic exams. The Funds shall be deposited into the Agency's general operating fund for personnel expenses for advocates and counselors. Any remaining balance may be applied towards mileage and shelter expenses.



## PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and CASA<sup>1</sup> of Williamson County ("Agency").

### RECITALS

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

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

WHEREAS, Agency volunteers are appointed by both District Courts and the County Courts at Law of Williamson County to provide trained, court-appointed volunteers to advocate in the best interest of abused and neglected children on their journey to a safe, permanent home in cases pending before the courts;

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

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

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

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

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<sup>1</sup> Aka, "Court Appointed Special Advocates"

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

## ARTICLE I BASIC SCOPE OF AGREEMENT

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

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

## ARTICLE II FUNDING STANDARDS

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

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

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

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

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

E. Reports. Agency shall provide to the Williamson County Commissioners Court bi-annual reports in a form agreed upon by County and Agency to inform the County

regarding Agency operations and the number of cases being handled for the benefit of Williamson County. Such reporting shall occur on or as close as possible to October 15<sup>th</sup> and May 15<sup>th</sup> of the fiscal year in order to assist the Commissioners Court with budgetary planning for possible future funding, although funding shall be revisited on a year-to-year basis to ensure service standards and fiscal responsibility.

### ARTICLE III TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2017 and shall terminate one year later on September 30, 2018. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

### ARTICLE IV TERMINATION

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

### ARTICLE V AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of \$20,000.00 for performance of the public purpose described in the attached Exhibit "A".

### ARTICLE VI COUNTY'S RIGHT TO AUDIT

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

transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

## ARTICLE VII GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

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

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

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

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

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

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

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

K. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

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

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

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

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

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

EXECUTED as of 9/12, 2017.

**Agency:**

Name of Agency:

CASA of Williamson County

By: 

Printed Name: Marissa A. Austin

Title: Executive Director

Address:

805 W University Ave  
Georgetown, TX 78626

Attn: Marissa A. Austin

Telephone: 512-868-2822

**COUNTY:**

Williamson County, Texas

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

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

Title: \_\_\_\_\_

Address:

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

Telephone: (512) 943-1550



## **Exhibit "A"**

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

Court Appointed Special Advocates (CASA) of Williamson County, TX, is to provide trained, court-appointed volunteers to advocate in the best interest of abused and neglected children on their journey to a safe, permanent home. The Agency also provides needed assistance to children and family members, and the professionals dedicated to minimize trauma and reduce re-victimization to child victims of abuse and neglect. The Funds shall be used to defray the general operating costs associated with the provision of the above-described services and services (includes the general operating costs, community awareness/training, and volunteer program).



STATE OF TEXAS  
COUNTY OF WILLIAMSON

§  
§

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**CONTRACT  
IN THE PUBLIC INTEREST  
BETWEEN  
WILLIAMSON COUNTY, TEXAS  
AND  
THE WILLIAMSON MUSEUM  
(FY2018)**

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

**W I T N E S S E T H**

**WHEREAS**, WILLIAMSON COUNTY has an interest in supporting historic preservation efforts and promoting community based expressions of arts and cultural, including but not limited to promoting efforts that serve a public benefit and further economic development;

**WHEREAS**, MUSEUM has an interest in supporting the provision of community and county-wide historical preservation efforts;

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

**NOW, THEREFORE, THE PARTIES agree as follows:**

**1. Public Purpose and Public Benefit.** MUSEUM will operate as an independent contractor in Williamson County, Texas. MUSEUM shall use the funding paid hereunder to perform the services and achieve the broad goals outlined in this CONTRACT.

**2. Payment/Inspections & Audits.** MUSEUM shall cooperate with inspections and audits that WILLIAMSON COUNTY or the auditor on behalf of WILLIAMSON COUNTY may make to ensure service standards and fiscal responsibility.

In return, WILLIAMSON COUNTY agrees to pay from funding provided by WILLIAMSON COUNTY to MUSEUM the full yearly amount of **\$225,834.00 payable after October 1, 2017 and prior to the end of FY2018 or September 30, 2018 in the form of equal monthly installments and generally paid each month on WILLIAMSON COUNTY's first check run for accounts payable.**

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

**4. Records.** MUSEUM shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this CONTRACT. MUSEUM agrees that WILLIAMSON COUNTY'S auditors shall have the right to audit such MUSEUM records on an annual basis along with their regular review of records in a manner and form to be agreed upon by WILLIAMSON COUNTY and MUSEUM. MUSEUM further agrees that WILLIAMSON COUNTY or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of MUSEUM which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. MUSEUM expressly agrees that WILLIAMSON COUNTY shall have access during normal working hours to all necessary MUSEUM facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Additionally, WILLIAMSON COUNTY shall give MUSEUM reasonable advance notice of intended audits.

**5. Indemnity.** MUSEUM shall in no manner incur any expenses or liability on behalf of WILLIAMSON COUNTY.

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

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

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

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

**MUSEUM:**  
THE WILLIAMSON MUSEUM  
716 S. AUSTIN AVENUE  
GEORGETOWN, TEXAS 78626

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

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

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

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

**10. Term.** The stated term of this CONTRACT shall be until **September 30, 2017**, but with on-going contractual obligations by MUSEUM extending beyond the termination date (and the payment of funds by WILLIAMSON COUNTY).

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

**12. 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

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

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

**EXECUTED to be effective as of the date of the last party's execution below.**

**FOR WILLIAMSON COUNTY:**

\_\_\_\_\_  
**Presiding Officer**  
**Williamson County Commissioners Court**  
**Williamson County, Texas**

**Date:** \_\_\_\_\_, 20\_\_\_\_

**FOR MUSEUM:**

*Meikie Ross*  
**Authorized Agent**  
**The Williamson Museum**

**Date:** 9/20/\_\_\_\_\_, 2017

**STATE OF TEXAS**  
**COUNTY OF WILLIAMSON**

\*

\*

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, of the Williamson Museum, on behalf of the organization.

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

## CONTRACTS SUMMARY

Public Service Funding		
DEPT - OBJ		FY18 Budget
0640-004611	Williamson-Burnet County Opportunities - Rent	\$ 34,000.00
0640-004614	Williamson-Burnet County Opportunities - Senior Nutrition	\$ 45,000.00
0640-004612	Capital Area Rural Transportation System (CARTS)	\$ 10,000.00
0640-004703	Bluebonnet Trails Community Center_ MHMR	\$ 75,000.00
0640-004963	Bluebonnet Trails Community Center_ Adult and Juvenile Offender Program Supporting Services under the <i>Texas Correctional Office on Offender with Medical or Mental Impairments</i>	\$ 25,000.00
0640-004708	Williamson County Child Advocacy Center	\$ 55,000.00
0640-004967	Williamson County Crisis Center (Hope Alliance)	\$ 75,000.00
0640-004720	<i>Williamson Museum</i>	\$ 225,834.00
0409-003900	Court Appointed Special Advocates (CASA) of Williamson County	\$ 20,000.00

**Commissioners Court - Regular Session****36.****Meeting Date:** 09/26/2017

Discuss and consider approving 2017-18 contract with Family Eldercare

**Submitted By:** Sharrion Threadgill, County Court At Law #4**Department:** County Court At Law #4**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the proposed 2017-18 contract with Family Eldercare relating to Probate Court Operations for Williamson County Court at Law No. 4.

**Background**

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

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Sharrion Threadgill

Final Approval Date: 09/13/2017

**Reviewed By**

Wendy Coco

**Date**

09/13/2017 04:46 PM

Started On: 09/13/2017 04:02 PM





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

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

In return, WILLIAMSON COUNTY agrees to pay from funding provided by WILLIAMSON COUNTY to FAMILY ELDERCARE the full yearly amount of **\$73,800.00 payable in monthly installments of \$6,150.00 after October 1, 2017 and prior to the end of FY2018 or September 30, 2018.**

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

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



shall have access during normal working hours to all necessary FAMILY ELDERCARE facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Additionally, WILLIAMSON COUNTY shall give FAMILY ELDERCARE reasonable advance notice of intended audits.

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

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

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

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

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

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

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

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

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

a. the termination of the corporate or business existence of FAMILY

ELDERCARE;

b. the insolvency of FAMILY ELDERCARE, the filing of a petition in bankruptcy either by or against FAMILY ELDERCARE, or an assignment by FAMILY ELDERCARE for the benefit of creditors;

c. the breach by FAMILY ELDERCARE of any of the terms of this CONTRACT and the continuation of such breach for a period of ten (10) days after written notice is given by WILLIAMSON COUNTY to FAMILY ELDERCARE of such breach.

d. upon WILLIAMSON COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.

**10. Term.** The stated term of this CONTRACT shall be from **October 1, 2017** until **September 30, 2018**, but with on-going contractual obligations relating to audits and record keeping by FAMILY ELDERCARE extending beyond the termination date (and the payment of funds by WILLIAMSON COUNTY).

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

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

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

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

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

Executed to be effective as of the \_\_\_\_\_ day of October, 2017.

**FOR WILLIAMSON COUNTY:**

\_\_\_\_\_  
**Presiding Officer**  
**Williamson County Commissioners Court**  
**Williamson County, Texas**

**Date:** \_\_\_\_\_, 2017

**FOR FAMILY ELDERCARE:**

 Kent Herring  
**Authorized Agent**  
**FAMILY ELDERCARE**

**Date:** September 13, 2017

**Exhibit "A"**



April 8, 2014

**2014 Board of Directors**

Frank Leffingwell  
President

Cass Grange  
President-Elect

Eric Lassberg  
Secretary

Rudy Belton  
Past President & Treasurer

Charles Colley  
Robert Josef Cross

Bruce Garlick  
Char Hu

Bill McHugh  
Sandy Morris

Bliss Burdett Pak  
Paul M. Saper

Shubhada Saxena

**President's Council**

Jackie Lelong  
Founder Of Family Eldercare

Jacqueline Angel  
Michelle Bonilla

Tom Buckle  
Don Carnes

Ellis "Pat" Craig  
John Crane

Mark Davis  
Clyde Farrell

Alva Finck  
Cheryl George

Holly Gilman  
Deborah Green

Diane "Dede" Hebner  
Barbara Lipscomb

Donna Loflin  
Ann Maret

J.C. "Dusty" McCormick  
Susan Sharlot

Gail Sulak  
Gaye Thompson

Brent Weber

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

Dear Judge McMaster:

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

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

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

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

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

Sincerely,

Joyce Hefner  
Chief Executive Officer

generously supported by

**St David's  
FOUNDATION**

Offices in Austin and Georgetown  
1700 Rutherford Lane Austin, Texas 78754  
ph: 512.450.0844 fax: 512.459.6436  
[familyeldercare.org](http://familyeldercare.org)

## **Family Eldercare Proposal to Provide Guardianship Services in Williamson County**

### Summary

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

### Need for Services

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

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

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<sup>1</sup> U.S. Census, 2008-2012 American Community Survey 5-Year Estimates.

<sup>2</sup> Texas State Data Center. 2008 Population Projections by Single Years of Age (Table 2) by County  
[http://txsdc.utsa.edu/toepp/2008projections/indage.csv\\_county.php](http://txsdc.utsa.edu/toepp/2008projections/indage.csv_county.php)

<sup>3</sup> alz.org Alzheimer's Association, Texas. <http://www.alz.org>

<sup>4</sup> 2012 American Community Survey, Table S1810, for Williamson County, TX.



## **Family Eldercare**

### *Proposal to provide guardianship services in Williamson County*

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

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

### Family Eldercare Guardianship Services

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

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

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

## **Family Eldercare**

### *Proposal to provide guardianship services in Williamson County*

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

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

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

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

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



## **Family Eldercare**

### *Proposal to provide guardianship services in Williamson County*

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

### Proposal for Funding from Williamson County

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

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

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

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

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

**Family Eldercare**

*Proposal to provide guardianship services in Williamson County*

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

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

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

**Exhibit "B"**

RECEIVED FEB 09 2004

Internal Revenue Service

Date: February 5, 2004

Family Eldercare, Inc.  
2210 Hancock Dr  
Austin, TX 78758-2609

Department of the Treasury  
P. O. Box 2500  
Cincinnati, OH 45201

Person to Contact:  
Dalphene Naegels 31-04012  
Customer Service Specialist  
Toll Free Telephone Number:  
800 a.m. to 5:30 p.m. EST  
877-828-5500  
Fax Number:  
513-283-3786  
Federal Identification Number:  
74-2288307

Dear Sir or Madam:

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

In January 1984 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

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

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

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

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

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

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

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

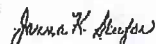
Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make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

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

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

This letter affirms your organization's exempt status.

Sincerely,



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

**Commissioners Court - Regular Session****37.****Meeting Date:** 09/26/2017

911 Database Interlocal Agreement

**Submitted By:** Teresa Baker, Information Technology**Department:** Information Technology**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on the Interlocal Contract for Next Generation 9-1-1 Database Program for FY 2018 with the Capital Area Emergency Communications District.

**Background**

This is the annual contract with the CAECD that helps fund the 911 Addressing team.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[Database Contract](#)[Attachment A](#)[Attachment B](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Teresa Baker

Final Approval Date: 09/19/2017

**Reviewed By**

Wendy Coco

**Date**

09/19/2017 03:04 PM

Started On: 09/19/2017 10:27 AM

## CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT

### INTERLOCAL CONTRACT FOR NEXT GENERATION 9-1-1 DATABASE PROGRAM

#### Section 1. Parties and Purpose

- 1.1. The Capital Area Emergency Communications District ("CAECD") is a regional emergency communications district and political subdivision of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health & Safety Code, as amended. CAECD has developed an annual budget to operate and maintain Next Generation 9-1-1 emergency communications service within the District.
- 1.2. **Williamson** County ("County") is a Texas County that has agreed to participate in the District as authorized by Chapter 772 of the Health and Safety Code.
- 1.3. This contract is entered into between CAECD and County under Chapter 791 of the Government Code so that County can participate with CAECD in implementing the Next Generation 9-1-1 emergency communications system in the district.

#### Section 2. Goods and Services

- 2.1. County agrees to coordinate implementation and collection of the Geographic Information System (GIS) data on a countywide basis in accordance with the standards adopted for the Capital Area Council of Governments (CAPCOG) GIS Program. Specifically, County agrees to:
  - A. Coordinate 9-1-1 GIS activities within the County and municipalities in the County to develop and enhance the 9-1-1 GIS coverage required by Mapped ALI and the *CAPCOG NG9-1-1 Transitional GIS Data Requirements*, Attachment B, to this contract. The County must develop, compile and maintain current, seamless countywide coverage for street centerlines, address points, Emergency Service Zones (ESZs) and city limits in both the incorporated and unincorporated areas of the County.
  - B. Provide to CAPCOG GIS datasets described in Section 2.1.A that are in accordance with the *CAPCOG NG9-1-1 Transitional GIS Data Requirements*, Attachment B. This document describes the technical requirements and expectations for GIS data maintenance and monthly submissions.
  - C. Submit by the first business day of each month to CAPCOG's GIS Department a copy of updated GIS datasets for street centerlines, address points, ESZ boundaries, and city limit boundaries. All files submitted to CAPCOG must be in ESRI File geodatabase format, and must be in a common projected coordinate system. CAPCOG agrees to perform quality assurance/quality control procedures through the 5<sup>th</sup> business day of the month, including any coordination necessary with the County that may involve the County making corrections to mandatory components of their work – See Attachment B requirements. By the 7<sup>th</sup> business day of the month, CAPCOG will begin pushing the updated/corrected GIS datasets to the

mapping servers designated by CAECD. It is expected that by the 9<sup>th</sup> business day of each month the GIS datasets will be updated.

- D. Enter into contracts for joint data development and information sharing among the County, cities, central appraisal district, and other public entities and private interests located within the County so as to enhance the effectiveness of emergency service delivery related to 9-1-1 GIS coverage. If the County is unable to acquire any required Mapped ALI GIS data, as described in Section 2.1.A, from one of the entities listed above, then County must develop it independently.
- E. Track County commissioner's court and city council meetings that relate to development and improvement of GIS implementation for emergency services delivery. If an issue arises where either the County commissioner's court or city council takes a course of action that would interfere with or be inconsistent with the data development and maintenance procedures followed by the County, the County must notify CAECD in writing within two business days in order to facilitate the development of an appropriate response.
- F. Resolve conflicts and problems related to the 9-1-1 GIS data maintained by County. If any issue regarding the GIS data arises which the County cannot resolve on its own, the County must contact CAECD within two business days in order to determine the best course of action to resolve the issue.
- G. Maintain the automatic location information (ALI) database (also called the 9-1-1 database) for the County area. This includes, but is not limited to, correcting telephone number (TN) database errors; maintenance and quality control of an accurate 9-1-1 call location map; and providing Master Street Address Guide (MSAG) updates and corrections to the database vendor.
- H. At a minimum, back up monthly on computer media all critical 9-1-1 GIS mapping files, coverages and related data (street centerlines, address points, ESZs, city limits and common places files) and store the backup data in a secure place.
- I. Protect the confidentiality of the 9-1-1 database and of information furnished by telecommunications providers, and notify CAPCOG's Emergency Communications Division in writing within two business days of the receipt of a request for addressing database or information made under the Texas Public Information Act.
- J. All data and derivative products such as maps must include the standard CAPCOG data disclaimer.
- K. Resolve any discrepancies between GIS datasets and the MSAG database, as determined necessary by CAPCOG through its regular validation testing, in a timely fashion. Upon correction of any identified errors, resubmit the revised GIS datasets to CAPCOG in a timely fashion.
- L. Resolve any discrepancies between GIS datasets and the information displayed at the PSAP as reported by a call taker, in a timely fashion

- M. Attend scheduled quarterly GIS User Group meetings and at least one annual training workshop at the CAPCOG office.

### **Section 3. Cooperative Purchasing**

- 3.1. County may request CAECD to purchase on County's behalf, but no more often than quarterly, the 9-1-1 equipment CAECD has authorized County to purchase. County agrees to request the purchase in accordance with CAECD's *9-1-1 Policies and Procedures Manual*, as amended.
- 3.2. If CAECD purchases 9-1-1 equipment for County, County agrees that CAECD may deduct the cost of the 9-1-1 equipment purchased from the contract price otherwise payable to County under Section 5.

### **Section 4. Effective Date and Term of Contract**

- 4.1. This contract takes effect on October 1, 2017 and it ends, unless terminated early under Section 11, on September 30, 2018.

### **Section 5. Contract Price and Payment Terms**

- 5.1. CAECD agrees to compensate County in the total amount of not to exceed \$309,890 for its performance of this contract.
- 5.2. County agrees to request reimbursement, but not more often than quarterly, for all allowable costs paid or incurred under this contract by completing the CAECD Quarterly GIS/Database Manager Financial Report, Attachment A to this contract, and submitting it to CAECD. "Allowable costs" are defined in "Cost Principles for State and Local Governments and Other Affected Entities," Chapter II of the *Uniform Grant Management Standards* (Governor's Office of Budget and Planning).
- 5.3. CAECD agrees to pay County the reimbursement requested within 30 calendar days after receiving the correct and complete CAECD Quarterly GIS/Database Manager Financial Report.
- 5.4. If County made expenditures under this contract in violation of applicable law or policy described in Section 7, County agrees to repay the reimbursement for those expenditures to CAECD within 60 calendar days from the date CAECD notifies County of the repayment amount due and the reason repayment is required.
  - A. If County does not repay the reimbursement when required, CAECD may refuse to purchase 9-1-1 equipment on County's behalf and may withhold all or part of the unpaid reimbursement from County's future entitlement to reimbursement under this or future interlocal contracts between the parties for implementation of the enhanced 9-1-1 database program.
  - B. Before the 60-day repayment period expires, County may appeal in writing to CAECD its determination that County repay the reimbursement, explaining why it believes the determination is wrong, or County may request CAECD in writing to extend the 60-day repayment period, proposing an alternative period and justifying its need, or it may both



appeal and propose an extension. The CAECD Board of Managers decision on County's appeal or proposal or both is final.

- C. The appeal authorized by Section 5.4.B is the only mechanism for challenging CAECD's determination under Section 5.4 that County repay the reimbursement. The early termination provisions of Section 11 and the dispute resolution process of Section 12 are not available to challenge CAECD's determination.

#### **Section 6. Performance Reports**

- 6.1. CAECD agrees each quarter to distribute electronically a performance report to the County Database Coordinator.
- 6.2. County agrees to address errors identified in the performance reports.

#### **Section 7. Compliance with Applicable Law and Policy**

- 7.1. County agrees to comply with all applicable law and policy in carrying out this contract. Applicable law and policy include but are not limited to the Texas Health and Safety Code Chapter 771.061 and Chapter 772; the current *Uniform Grant Management Standards* (Governor's Office of Budget and Planning); the current CAECD annual budget; and CAECD's *9-1-1 Policies and Procedures Manual* and CAPCOG *RNS Policies & Procedures*.

#### **Section 8. Independent Contractor, Assignment and Subcontracting**

- 8.1. County is not an employee or agent of CAECD, but furnishes goods and services under this contract solely as an independent contractor.
- 8.2. County may not assign its rights or subcontract its duties under this contract without the prior written consent of CAECD. An attempted assignment or subcontract in violation of this Section 8.2 is void.
- 8.3. If CAECD consents to subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and County agrees to furnish a copy of this contract to each of its subcontractors.

#### **Section 9. Records and Monitoring**

- 9.1. County agrees to maintain financial records (including procurement records if applicable), statistical, and ANI/ALI records adequate to document its performance, costs, and receipts under this contract. County agrees to maintain these records at County's offices.
- 9.2. Subject to the additional requirement of Section 9.3, County agrees to preserve the records for three fiscal years after receiving its final payment under this contract.
- 9.3. If an audit of or information in the records is disputed or the subject of litigation, County agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.

- 9.4. Upon advance and reasonable notice to the County, CAECD is entitled to inspect and copy, during normal business hours at County's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAECD is also entitled to visit County's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.
- 9.5. CAECD at least once each year will visit County's offices and monitor its performance of this contract to ensure compliance with applicable law and policy described in Section 7. CAECD will provide County a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.
- 9.6. CAECD agrees to notify County at least 24 hours in advance of any intended visit under this Section 9. Upon receipt of CAECD's notice, County agrees to notify the appropriate department(s) specified in the notice of CAECD's intended visit.

#### **Section 10. Nondiscrimination and Equal Opportunity**

- 10.1. County shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.
- 10.2. If County procures goods or services with funds made available under this contract, County agrees to comply with CAECD's affirmative action procurement policy, which is set out in CAECD's *9-1-1 Policies and Procedures Manual*.

#### **Section 11. Early Termination of Contract**

- 11.1. Except as provided in Section 5.4, if CAECD or County breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time as agreed by the parties, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Section 12.
- 11.2. If this contract is terminated under Section 11, CAECD and County are each entitled to compensation for goods and services each provided the other before receiving notice of the suspension or termination. However, neither CAECD nor County is liable to the other for costs it paid or incurred under this contract after or in anticipation of its receipt of notice of suspension or termination.
- 11.3. Termination for breach under Section 11.1 does not waive either party's claim for direct damages resulting from the breach, and both CAECD and County among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.

- 11.4. The ending of this contract under Section 4 or its early termination under this Section 11 does not affect County's duty:
- A. To repay CAECD for expenditures made in violation of applicable law or policy in accordance with Sections 5.4 and 5.5;
  - B. To preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Section 9.

### **Section 12. Dispute Resolution**

- 12.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Section 12, toll the statute of limitations, or seek an injunction until they have exhausted the procedures set out in this Section 12.
- 12.2. At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 12.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party agrees to pay half the cost of the Center's mediation services.
- 12.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 12.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

### **Section 13. Notice to Parties**

- 13.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party:
- A. When it is delivered to the party personally;
  - B. On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Section 13.2 or 13.3 and signed for on behalf of the party; or
  - C. Three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 13.2 or 13.3.

- 13.2. CAECD's address is 6800 Burleson Rd., Bldg. 310, Ste. 165, Austin, TX 78744, Attention: Executive Director.
- 13.3. County's address is \_\_\_\_\_,  
Attention: \_\_\_\_\_.
- 13.4. A party may change its address by providing notice of the change in accordance with Section 13.1.

#### **Section 14. Miscellaneous**

- 14.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she:
- A. Has actual authority to execute this contract on behalf of the governing body identified as the Public Agency in this agreement and;
  - B. Verifies the governing body, by either minute order, resolution or ordinance approved this agreement as required by Texas Government Code section 791, as amended.
- 14.2. This interlocal contract shall be construed and interpreted in accordance with the laws of the State of Texas. Venue shall be solely in Travis County.
- 14.3. This contract states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal and State law or regulations are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 14.4. The following Attachments are part of this contract:
- A. CAECD Quarterly GIS/Database Manager Financial Report
  - B. *CAPCOG NG9-1-1 Transitional GIS Data Requirements*
- 14.5. This contract is binding on and inures to the benefit of the parties' successors in interest and may not be assigned without the express written permission of CAECD.
- 14.6. This contract is executed in duplicate originals.

WILLIAMSON COUNTY, TEXAS

CAPITAL AREA EMERGENCY  
COMMUNICATIONS DISTRICT

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Betty Voights  
Executive Director

Date \_\_\_\_\_

Date \_\_\_\_\_

## FY 2018 QUARTERLY GIS/DATABASE MANAGER FINANCIAL REPORT

**Capital Area Emergency Communications District  
Attn: B.T. Saucedo  
6800 Burleson Rd., Bldg. 310, Ste. 165  
Austin, TX 78744**

Name of County	Approved Budget	Period Covered by this Report	
Reporting Categories	Expenditures This Period	Prior Period Expense to Date	Total Expenditures to Date
5111 Salaries - Full Time			
5411 Office Supplies			
5415 Other Supplies			
5511 Postage & Delivery			
5521 Telecommunications			
5531 Office Space			
5532 Utilities			
5541 Equipment Maintenance			
5550 Sign Replacement			
5712 Mileage/Travel			
5732 Addressing Training			
<b>Total</b>	\$0.00	\$0.00	\$0.00

**Certification:**

I certify to the best of my knowledge and belief that the information in this report is correct and complete, and that all expenditures were made in compliance with the Capital Area Emergency Communications District terms and provisions of the Interlocal Contract providing this reimbursement.

Signed: \_\_\_\_\_

Date:

Print Name:



## CAPCOG NG9-1-1 Transitional GIS Data Requirements Version 2.0 (2017)

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### 1 Summary

The following geospatial data and corresponding attribute specifications are required to be regularly maintained by each county for Mapped Automated Location Information (ALI), Location Validation Function (LVF) and Emergency Call Routing Function (ECRF).

This document is referenced in the Capital Area Emergency Communications District Interlocal Contract for Geographic Information System Data and the Capital Area Emergency Communications District Interlocal Contract for Next Generation 9-1-1 Database Program documents and is commonly called "Attachment B Requirements".

The GIS Data requirements in this document are a condensed version of, and based upon, NENA (National Emergency Number Association) standards as they are developed and evolve over time. We are in a lengthy transitional period to Next Generation 9-1-1 (NG9-1-1). Data model standards should be more thoroughly reviewed in the "NENA Standard for NG9-1-1 GIS Data Model" document. Specifics regarding address point placement methodologies should be reviewed in the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. There are other useful resources, as well, and CAPCOG will provide several of these on its own Web Site.

Please provide monthly updates of the 9-1-1 datasets referenced in this document in ESRI file geodatabase format by the 1<sup>st</sup> business day of each month. Incomplete datasets or other data abnormalities related to requirements may be returned to the county for correction. To be included in that month's PSAP update, the data must be returned to CAPCOG by the 5<sup>th</sup> business day of that month.

Regarding database fields and data types, each is very specific and must follow the exact guidelines outlined below. For example, the "L\_ESN" field must be Text type with a character width of 5. Remember to keep the field names in your database the same as those listed, and in the same order, and that all entries for every field must be in UPPER CASE. The complete attribute definitions shown in the GIS data tables are described and defined in the "Database Format" sections for each dataset. The data fields shown as **Mandatory** and **Conditional** must be present in the data. In the tables below, the column **M/C/O** is to indicate whether the attribute values is Mandatory (**M**), Conditional (**C**), or Optional (**O**).

- **Mandatory** signifies an attribute value must exist
- **Conditional** signifies that if the attribute information exists in the real world, it must be included. If no value exists for the feature, the individual value is left blank without an empty space (if text), or 0 (if numeric)
- **Optional** signifies an attribute value may or may not be included in the data field

In the GIS data tables below, the **TYPE** column indicates the data type used for the data field.

- **TEXT** – string of alphanumeric characters including any combination of alphabetical letters A-Z and numbers 0-9

- **DATE** – Date and **time** using ISO 8601 compliant formats which are in the format of YYYY-MM-DD HH:MM:SS
- **DOUBLE** – double precision floating point numeric values with decimals
- **LONG** – whole numeric values ranging from -2,147,483,648 to 2,147,483,647 without decimals

In the GIS data tables below, the **WIDTH** column indicates the number of allowable characters within each field.

## 2 Road Centerlines (RCL)

This line data represents road networks in the CAPCOG region. This layer includes the street names and address ranges used to assign an address.

### 2.1 Graphic (Spatial) Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are required to have the designation “DRVW” entered in the ‘street name (ST\_NAME)’ field and have any other relevant attribute information completed, including the ‘CLASS’ field. When a street centerline is created or edited, several sources and methods can be used, including current aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources or methods. The positional accuracy of addressed structures should be within +/- 5 feet of the center of the roadbed (the part on which vehicles travel) noting that when roadways are divided (i.e by a median) the roadbeds on each side should have a centerline drawn. In all cases each new street centerline will need to be split, or checked for gaps, at each jurisdiction and ESN line/boundary intersection. Street segment direction must be correct as well. These items and other geometric relationships are referred to as “topology”, and especially important for NG9-1-1 purposes.

### 2.2 Database Format

<b>FIELD NAME</b>	<b>M/C/O</b>	<b>TYPE</b>	<b>WIDTH</b>	<b>DESCRIPTION/ VALID ENTRIES</b>
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. FAYETTE, TRAVIS
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SEGMENTID	M	LONG	DEFAULT	Unique segment ID <i>CAPCOG will populate</i>
RCL_UNIQID	M	TEXT	100	ID for each road segment - <i>CAPCOG will populate</i>
COUNTRY	M	TEXT	2	Country name represented by two capital letters
L_STATE	M	TEXT	2	Left state name by two letters defined by USPS publication 28
R_STATE	M	TEXT	2	Right state name by two letters defined by USPS publication 28

<b>FIELD NAME</b>	<b>M/C/O</b>	<b>TYPE</b>	<b>WIDTH</b>	<b>DESCRIPTION/ VALID ENTRIES</b>
L_COUNTY	M	TEXT	40	Fully spelled county name on the left side of the road
R_COUNTY	M	TEXT	40	Fully spelled county name on the right side of the road
L_MUNI	M	TEXT	100	Name of municipality on Left, if none populate with "UNINCORPORATED"
R_MUNI	M	TEXT	100	Name of municipality on Right, if none populate with "UNINCORPORATED"
L_MUNI_DIV	C	TEXT	100	Name of municipality division on Left, i.e. "WARD 5 FRIENDSHIP DISTRICT"
R_MUNI_DIV	C	TEXT	100	Name of municipality division on Right i.e. "WARD 5 FRIENDSHIP DISTRICT"
L_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Left
R_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Right
L_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Left
R_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Right
LF_ADDR	M	LONG	DEFAULT	Left address number at the FROM node
LT_ADDR	M	LONG	DEFAULT	Left address number at the TO node
RF_ADDR	M	LONG	DEFAULT	Right address number at the FROM node
RT_ADDR	M	LONG	DEFAULT	Right address number at the TO node
L_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
R_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
L_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Left
R_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Right
L_ZIP	C	TEXT	5	5-digit numeric postal code area on Left
R_ZIP	C	TEXT	5	5-digit numeric postal code area on Right
L_ESN	M	TEXT	5	5-digit Emergency Service Number as identified by MSAG on Left. If the ESN number only has 2-3 digits, it must be preceded by zeros
R_ESN	M	TEXT	5	Emergency Service Number as identified by MSAG on Right. Must be Preceded by zeros if less than 5 digits, i.e. "00088" for ESN 88
L_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Left
R_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Right



FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	C	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	<u>Legal</u> street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	C	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, should be a concatenation of 4 fields : PRE_DIR, ST_NAME, ST_TYPE and POST_DIR with no trailing or leading spaces
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to street segment
ONE_WAY	O	TEXT	2	<b>B, FT, TF</b> for Both, <b>FROM</b> node to <b>TO</b> node, <b>TO</b> node to <b>FROM</b> node
SP_LIMIT	O	LONG	DEFAULT	Posted speed limit in MPH
CLASS	M	TEXT	4	Street type designation code (See ROC Codes below)
RDCLS_TYP	O	TEXT	15	See valid Road Class Types below
NOTES	O	TEXT	75	Additional information

## 2.2 ROC Codes ('Street Type' Designation)

IH – Interstate

US – US highways

SH – State highways

FM – Farm to Market, Ranch Road, Ranch to Market

LS – City Street, County Road, Park Road, Recreational, Frontage Road

AC – Access Road, Crossover

PVT- Private Road

TR – Toll Road

RAMP- On-ramp, Off-ramp

DW - Driveways

### 2.3 Road Class Types

Primary

Secondary

Local (City, Neighborhood, or Rural Road)

Ramp

Service (usually along a limited access highway)

Vehicular Trail (4WD, snowmobiles)

Walkway (Pedestrian Trail, Boardwalk)

Alley

Private (service vehicles, logging, oil fields, ranches, etc.)

Parking Lot

Trail (Ski, Bike, Walking / Hiking Trail)

## 3 Site / Structure Address Points (AP)

This point data represents addressable sites, structures, or property entrances that exist within the CAPCOG region.

### 3.1 Graphic (Spatial) Edits

All addressed site/structures must be represented in the address point layer. When a site/structure point is created or edited, several sources and methods can be used, including aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources and methods. When the actual structure location is known, the symbol should represent the general center of the structure. In other cases, please refer to the “NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1” document. In any case, the positional accuracy of structures or designated site locations should be within +/- 25 feet of their true location or intended designation.

### 3.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. HAYS, WILLIAMSON
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SITE_ID	M	LONG	DEFAULT	Unique site ID <i>CAPCOG will populate</i>
SITEUNQID	M	TEXT	100	Unique ID for each address site - <i>CAPCOG will populate</i>
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
COUNTY	M	TEXT	40	County name or equivalent fully spelled out
MUNICIPAL	M	TEXT	100	Name of municipality, if none populate with "UNINCORPORATED"
MUNI_DIV	C	TEXT	100	Name of municipality division i.e. "WARD 5 FRIENDSHIP DISTRICT"
NBRHOOD	C	TEXT	100	Name of neighborhood or subdivision where the address is located
ADDNUM_PRE	O	TEXT	15	Part of an address leading the numeric address
ADDR_NUM	M	LONG	DEFAULT	Numeric identifier of a location along a thoroughfare
ADDNUM_SUF	C	TEXT	15	Part of an address following the address number i.e. ½, B
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	O	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	<u>Legal</u> street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	O	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, must be identical to the site's related road FULL_NAME
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to related street segment
FULL_ADDR	M	TEXT	170	Full address, should be a concatenation of ADDNUM_PRE + ADDR_NUM + ADDNUM_SUF + FULL_NAME with no extra, leading and trailing spaces
ESN	M	TEXT	5	Emergency Service Number associated with the address and community name Precede by '0' if digits are less than 5
MSAG_COM	M	TEXT	30	Valid service community associated with the location of the address
POSTAL_COM	M	TEXT	40	City name for the ZIP of an address, as given in the USPS
ZIP	C	TEXT	5	5-digit numeric postal code area

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
ZIP4	O	TEXT	4	ZIP plus 4 code without the dash
BLDG	O	TEXT	75	One among a group of buildings that have the same address
FLOOR	O	TEXT	75	A floor, story or level within a building
UNIT	O	TEXT	75	A suite or group of rooms within a building that share the same entrance
ROOM	O	TEXT	75	A single room within a building
SEAT	O	TEXT	75	A place where a person sits within a building i.e. cubicle
LANDMARK	O	TEXT	150	The name by which a prominent feature is publicly known or Vanity address
MILEPOST	C	LONG	DEFAULT	A posted numeric measurement from a given beginning point
SITE_TYPE	C	TEXT	50	Type of feature identified by the address i.e. residential, office, store, school
POINT_X	O	DOUBLE	DEFAULT	Longitude of point in decimal degrees using EPSG: 4326
POINT_Y	O	DOUBLE	DEFAULT	Latitude of point in decimal degrees using EPSG: 4326
NOTES	O	TEXT	254	Additional location information, which is not a building, floor, unit, room or seat
ELEVATION	O	DOUBLE	DEFAULT	Height above Mean Sea Level in meters

## 4 Emergency Service Zone (ESZ)

This polygon data consists of the intersection of law enforcement, fire district, and emergency medical service and telephone exchange boundaries in the CAPCOG region.

### 4.1 Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responder zones. This layer is created and maintained by overlaying with some combination of street centerlines, municipal (i.e. city limit) boundaries, parcels boundaries, or other data to determine each jurisdiction's emergency response service areas. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly. Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. These ESZ boundaries should be within +/- 50 feet of their true location with no gaps or overlaps. These items and other geometric relationships are referred to as "topology", and especially important for NG9-1-1 purposes. **In addition, it is very important that all features with identical attribute information are merged into one multipart polygon.**

## 4.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	M	TEXT	100	ID for each emergency service polygon - <i>CAPCOG will populate</i>
LAW	M	TEXT	60	Name of law service provider
FIRE	M	TEXT	60	Name of fire service provider
MEDICAL	M	TEXT	60	Name of medical service provider
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name fully spelled out
URI	M	TEXT	254	URN/URL for routing. Example: <a href="mailto:sip:sos.law@city.eoc.tx.us">sip:sos.law@city.eoc.tx.us</a>
URN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service*
ESN	M	TEXT	5	ESN of the responding agency preceded by '0' if number of digits < 5
TANDEM	M	TEXT	3	911 Selected Router Code
TANDEM2	C	TEXT	3	911 Selected Router Code
ESSID	M	TEXT	2	Unique tandem routing code <i>CAPCOG will populate</i>
ESNGUID	M	TEXT	8	Concatenation of ESN and ESSID separated by a single forward slash "/" CAPCOG will concatenate
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information

\* Example: "urn:service:sos" for a PSAP or "urn:service:sos.ambulance" for an ambulance service

## 5 Municipal Boundary

This polygon data represents municipal boundaries in the CAPCOG region.

### 5.1 Graphic (Spatial) Edits

When city limits change due to annexations, metes and bounds surveys or other related information must be acquired to update the city limit boundaries. Coordinate geometry (COGO) – is one of the preferred methods for calculating coordinate points from surveys and can be used to update the city limit boundaries in the GIS within + or – 50 feet of their true location with no gaps or overlaps

### 5.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. CALDWELL, LLANO
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
POLY_ID	M	LONG	DEFAULT	Numeric Polygon ID <i>CAPCOG will populate</i>
MUNIUNQID	M	TEXT	100	Unique ID for each municipality - <i>CAPCOG will populate</i>
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State Name (eg: TX)
COUNTY	M	TEXT	40	County name fully spelled out
MUNI_NM	M	TEXT	100	Name of municipality i.e. "AUSTIN"

**Commissioners Court - Regular Session****38.****Meeting Date:** 09/26/2017

Constable &amp; Sheriff Fees 2018

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding the Constable &amp; Sheriff Fees for 2018.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[2018 Fees Letter](#)[Constable and Sheriff Fees 2018](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Theresa Lock

Final Approval Date: 09/21/2017

**Reviewed By**

Wendy Coco

**Date**

09/21/2017 10:00 AM

Started On: 09/21/2017 08:52 AM



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

---

*301 S.E. Inner Loop, Suite 102*  
*Georgetown, Texas 78626*  
*512-943-1434*

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TO: Williamson County Commissioner's Court  
FROM: Kevin Stofle, Constable Precinct 3  
DATE: September 20, 2017  
SUBJECT: 2018 Constable Fee Schedule

As required by the Texas local Government Code Section 118.131, a review of the service fees charged by the Williamson County Sheriff and Constables has been conducted. All fees were found to be comparable to those of other Texas counties.

On behalf of Sheriff and Constables of Williamson County, we recommend a fee increase regarding "Postings" from \$60.00 to \$70.00. This is due to the fact that the fee for Citations is currently \$70.00 and the majority of all Postings are Citations. This will ensure consistency in the fees. We respectfully request the Commissioner's Court to approve the attached Fee Schedule as listed.

Thank you,

*Kevin Stofle*  
Constable Precinct 3  
Williamson County, Texas



# Williamson County Constable

## 2018 Service Fees

Citations	\$70.00
Subpoenas/Summons	\$70.00
Forcible Entry & Detainer (Eviction Citations)	\$70.00
Writs	\$150.00
Precepts	\$150.00
Show Cause / Notice of Hearing	\$150.00
Distress Warrants	\$150.00
Tax Warrants	\$150.00
Turn-Over Order	\$150.00
Temporary Restraining Order/Temporary Injunction	\$150.00
Interrogatories	\$150.00
Order of Retrieval	\$150.00
Executing a Deed or Bill of Sale	\$30.00
Posting Written Notice (per posting/per location)	\$70.00
Commission based on percentage of money collected on Writs of Executions or Orders of Sale.	10% up to and including \$20,000, then 4% for balance over \$20,000
For executing any Writ, Precept or court order which exceeds two hours, an additional fee per hour/per officer, plus mileage at the IRS allowable rate to perform service and return from performing the service.	\$40.00
If ordered by a court to transport to or from out of county, a fee per hour/per officer, plus mileage at IRS allowable rate, and lodging costs.	\$40.00
Cancellation Fee: Order of Sale / Writ of Execution ( <i>except Tax Foreclosure Orders of Sale</i> ) Whereby plaintiff directs to withhold or release levy, withhold collection, cancel or recall writ without constable collection of judgment and cost. <i>Shall include all costs incurred and cancellation fees .</i>	\$500.00

**Williamson County Sheriff**  
**2018 Service Fees**

Finger Prints	\$5.00 / Card
Accident Report	\$6.00
Character Letter	\$6.00
Alarms	\$25.00
Dangerous Dog Registration	\$150.00 / Annually

**Commissioners Court - Regular Session****39.****Meeting Date:** 09/26/2017

Motorola Radio Lifecycle Replacement Phase III

**Submitted By:** Catherine Roberts, Radio  
Communication System**Department:** Wireless Communications Department**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take any appropriate action regarding proposed purchase of radios/equipment for various county departments in the amount of \$1,822,871.57 from Motorola Solutions, Inc. under arrangement with the Houston-Galveston Area Council (acting as the agent for various local governmental entities who are end users under interlocal agreements to solicited quotations and obtain value pricing) to support various health and safety operations of Williamson County. (Note: Funding for departments approved in FY 2018 budget, pursuant to HGAC contract #RA05-15).

**Background**

This purchase concludes the third and final year of the Williamson County Radio Lifecycle Replacements. Providing the replacement of subscribing units to the following departments: WC EMS, WC R&B, WC Fleet, WC Wireless Communications, WC Emergency Communications, & the WC Juvenile Justice Center. Since Williamson County Wireless will be drafting the unified purchase order the department's authorization to draft has been received in writing from each department (provided under attachments along with the quote from the vendor.)

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**HGAC RA05-159-2017 MOTOROLA Quote PHASE III w-Dept Approvals

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Catherine Roberts

Final Approval Date: 09/21/2017

**Reviewed By**

Wendy Coco

**Date**

09/21/2017 10:00 AM

Started On: 09/14/2017 11:50 AM

A CONTRACT BETWEEN  
**HOUSTON-GALVESTON AREA COUNCIL**  
Houston, Texas  
AND  
**MOTOROLA SOLUTIONS, INC.**  
Farmers Branch, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Motorola Solutions, Inc.**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at Park West C-2, 1507 LBJ Freeway, Farmers Branch, Texas 75234

**ARTICLE 1: SCOPE OF SERVICES**

The parties have entered into a **Radio Communication/Emergency Response & Mobile Interoperability Equipment** Contract to become effective as of May 1, 2015, and to continue through April 30, 2018 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Radio Communication/Emergency Response & Mobile Interoperability Equipment** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Radio Communication/Emergency Response & Mobile Interoperability Equipment** through the **H-GAC** Contract to **END USERS**.

**ARTICLE 2: THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: **RA05-15**, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No: **RA05-15**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

**ARTICLE 3: LEGAL AUTHORITY**

**CONTRACTOR** and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

**ARTICLE 4: APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

**ARTICLE 5: INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

**ARTICLE 6: END USER AGREEMENTS**

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User



Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

**ARTICLE 7:**

**SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

**ARTICLE 8:**

**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract. To the extent allowed by law, nothing contained herein shall authorize H-GAC and/or END USER to audit confidential information regarding product cost.

**ARTICLE 9:**

**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

**ARTICLE 10:**

**MOST FAVORED CUSTOMER CLAUSE**

If CONTRACTOR at any time during a contract period, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products offered to H-GAC on a basis that provides prices more favorable than those provided to H-GAC, CONTRACTOR shall within ten (10) business days thereafter notify H-GAC of that offering. The contract with H-GAC shall be deemed to be automatically amended and effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same quantity discount to H-GAC and its End Users for equal or larger orders purchased the same quantity and under the same circumstances. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR believes any apparently more favorable price charged and/or offered a customer during the term of this agreement is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon the contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices to H-GAC.

The most favored price structure set forth in this paragraph shall not apply to any pre-existing contracts Contractor has in the State of Texas. The term "*pre-existing contracts*" shall refer to contracts in existence as of the original effective date of the HGAC contract, i.e. 5/1/15.

The Parties agree that the above MFC provision shall not apply to the sale of large communications systems (one million dollars (\$1,000,000.00) and above). The term "*Communications System*" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Motorola engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan.

The Parties accept the following definition of routine: *A prescribed, detailed course of action to be followed regularly; a standard procedure.*

**ARTICLE 11:**

**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.



**ARTICLE 12:**

**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

**ARTICLE 13:**

**LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR'S** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

**ARTICLE 14:**

**LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

**H-GAC's** liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

**ARTICLE 15:**

**TERMINATION FOR CAUSE**

**H-GAC** may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract, provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

**ARTICLE 16:**

**TERMINATION FOR CONVENIENCE**

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed, to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

**ARTICLE 17:**

**CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

**CONTRACTOR** agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

**ARTICLE 18:**

**GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

**ARTICLE 19:**

**PROCEDURAL STEPS ENUMERATED FOR SALES TO END USERS**

1. All Cooperative Purchasing business will be processed in accordance with **H-GAC's** policies and procedures, at contracted prices, and shall include approved order processing charges.
2. **END USER** will access the Cooperative Purchasing Program through the **H-GAC** website and /or by submission of any duly



executed purchase order to a contractor having a valid contract with **H-GAC** and in a format acceptable to **H-GAC**.

3. **END USER** will submit order(s) electronically through **CONTRACTOR'S** on-line ordering process or issue Purchase Order(s) directly to **CONTRACTOR** at contract prices, and also submit a copy to **H-GAC**.
4. The **H-GAC CONTRACTOR** will deliver products/services as specified by the contract between **CONTRACTOR** and **H-GAC**, and invoice each **END USER** for (1) products/services purchased and (2) **H-GAC'S** applicable order processing charge.
5. Upon delivery, acceptance, and receipt of an **H-GAC CONTRACTOR'S** documented invoice, **END USER** shall pay the **H-GAC CONTRACTOR** the full amount of the invoice.
6. For orders of less than \$100,000, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case, not later than sixty (60) calendar days after End User order is processed. Payments will be processed to **H-GAC** on a monthly basis. For orders of \$100,000 or more, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case not later than forty-five (45) calendar days after receipt of End User payment by **Motorola**.
7. Failure to promptly remit **H-GAC'S** order processing charges may result in sanctions including, but not limited to, contract termination.
8. **CONTRACTOR** shall be responsible for delivery and acceptance of each unit by **END USER**, according to the requirements of the specifications, this Contract, and purchase order issued to **CONTRACTOR** by an **END USER**. All required equipment tests shall be borne by **CONTRACTOR**.
9. **CONTRACTOR** shall promptly provide **H-GAC** and **END USER** with all information pertaining to delivery schedules. **CONTRACTOR** shall also use its best efforts to expedite unit deliveries on shorter notice than set forth in its verification for any specific purchase order when requested.
10. All prices are **F O B** **END USER'S** location with all transportation charges prepaid and included in any invoice.
11. All pricing shall be based on the current contract unless the **H-GAC CONTRACTOR** prior to receipt of **END USER'S** purchase order for delivery of any products/services has received **H-GAC'S** prior written approval for any price increases.
12. The **H-GAC CONTRACTOR** agrees to accept the terms of this agreement and to conduct all transactions based on pricing and other terms of the contract including, but not limited to, the applicable **H-GAC** order processing charge. The **CONTRACTOR** agrees to encourage **END USERS** to execute authorizing Interlocal contracts with **H-GAC**.

**ARTICLE 20:**

**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER'S** purchase order is placed.

**ARTICLE 21:**

**PERFORMANCE BONDS FOR INDIVIDUAL ORDERS**

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER'S** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER'S** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER'S** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER'S** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

**ARTICLE 22:**

**CHANGE OF CONTRACTOR STATUS**

**CONTRACTOR** shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.


**ARTICLE 23:**

**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]**

**CONTRACTOR** will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston  
Area Council, Houston, Texas:

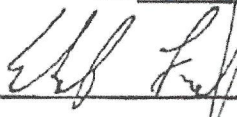
  
Jack Steele, Executive Director

Attest for Houston-Galveston  
Area Council, Houston, Texas:

  
Deidre Vick, Director of Public Services

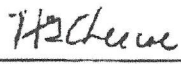
Date: May 5, 2015

Signed for Motorola Solutions, Inc.  
Farmers Branch, Texas:

  
Printed Name & Title: Edward Fuerst MSSSI Vice President

Date: 4/30 2015

Attest for Motorola Solutions, Inc.  
Farmers Branch, Texas:

  
Printed Name & Title: Howard Cherloe MSSSI V.P.

Date: 4/30 2015



**Attachment A**  
**Motorola Solutions, Inc.**  
**Radio Communication/Emergency Response & Mobile Interoperability Equipment**  
**Contract No.: RA05-15**

Product Category	Description	Base Offered Price
OA, OB, OC	<i>Per the RFP Motorola has included an Electronics Catalogue (ECAT disk) on a CD media in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the ECAT disk.</i>	See APC Discounts per ECAT Pricebook Effective 2/14/2015
OD	<b>Motorola Integration Services LMR</b>	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
OD	Project Management Daily Rate*	\$ 1,818.00
OD	System Technologist Daily Rate*	\$ 2,173.00
OD	Standard Shop Installation Hourly Rate*	\$ 150.00
OD	Standard Shop Installation Daily Rate*	\$ 1,200.00
OD	Mobile Radio Installation*	\$180-\$500
OD	Radio Programming*	\$55-\$125
OD	Data Installation*	\$180-\$428
	*Prices may vary by Region and Stated Scope. Travel Not Included	
OD	<b>Motorola Integration Services Advanced Services</b>	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
OD	NG9-1-1 Consulting Services-Daily Rate*	\$1,694
OD	Security Project/Program Management-Daily Rate*	\$1,694
OD	Wireless Security Technician-Daily Rate*	\$1,580
OD	Security Penetration Tester (Wired Network)-Daily Rate*	\$1,580
OD	Security Trainer-Daily Rate*	\$1,328
OD	Application Security Code Reviewer-Daily Rate*	\$2,033
OD	IT Incident Response and E-Discovery Assistance-Daily Rate*	\$1,694
OD	IT Disaster Recovery Planner-Daily Rate*	\$1,580
OD	IT Disaster Recovery Plan Tester-Daily Rate*	\$1,580
OD	Business Continuity/Continuity of Government Planner-Daily Rate*	\$1,580
OD	Business Continuity/Continuity of Government Plan Tester-Daily Rate*	\$1,580
OD	Mobile Application Services Project Management-Daily Rate*	\$565
OD	Mobile Application Services Solution Architect-Daily Rate*	\$2,033
OD	Mobile Application Services Application and Solution Design-Daily Rate*	\$2,033
OD	Mobile Application Services Application and Solution Implementation-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Project Management-Daily Rate*	\$1,694
OD	Application Integration and Customization Services Solution Architect-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Application and Solution Design-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	\$1,694
OD	Unified Communications Services Project Management-Daily Rate*	\$1,694
OD	Unified Communications Services Solution Architect-Daily Rate*	\$2,033
OD	Unified Communications Services Application and Solution Design-Daily Rate*	\$2,033
OD	Unified Communications Services Application and Solution Implementation-Daily Rate*	\$1,694

OD	Consulting Services Project Management-Daily Rate*	\$1,694
OD	Consulting Services System Engineer-Daily Rate*	\$1,694
OD	Consulting Services Solution Architech-Daily Rate*	\$2,033
OD	Consulting Services Internet Protocol Network Accessment-Daily Rate*	\$2,033
OD	Consulting Services IP Network Design and Integration-Daily Rate*	\$2,033
OD	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	\$2,033
OD	Consulting Services Custoemr Network Interface Design and Integration-Daily Rate*	\$2,033
<b>APC DISCOUNTS PER ECAT PRICEBOOK</b>		
001	Portable Radiophone (Portables)	20%
020	CAD Equipment	List
039	CAD Equipment	5%
068	CAD Equipment	10%
232	CAD Equipment	5%
297	CAD Equipment	5%
330	CAD Equipment	5%
333	CAD Equipment	10%
548	CAD Equipment	10%
702	CAD Equipment	List
850	CAD Equipment	List
879	CAD Equipment	List
981	CAD Equipment	List
040	Data Applications	15%
041	Data Applications	10%
041	Data Applications	10%
153	Data Appllcations	15%
343	Data Applications	10%
670	Data Applications	List
766	Data Applications	List
177	Data Subscriber Devices	15%
185	Data Subscriber Devices	List
736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
006	Dispatch Service	5%
768	Dispatch Service	List
118	Dispatch Solutions	10%
124	Dispatch Solutions	15%
129	Dispatch Solutions	20%
147	Dispatch Solutions	10%
185	Dispatch Solutions	List
202	Dispatch Solutions	15%
207	Dispatch Solutions	10%
226	Dispatch Solutions	15%
228	Dispatch Solutions	30%
229	Dispatch Solutions	13.50%
261	Dispatch Solutions	5%
322	Dispatch Solutions	15%
404	Dispatch Solutions	20%
415	Dispatch Solutions	10%
443	Dispatch Solutions	20%
454	Dispatch Solutions	15%
520	Dispatch Solutions	10%
524	Dispatch Solutions	10%
660	Dispatch Solutions	10%
706	Dispatch Solutions	20%
708	Dispatch Solutions	17%
729	Dispatch Solutions	17%



740	Dispatch Solutions	15%
892	Dispatch Solutions	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
342	Fixed Data Products	10%
382	Fixed Data Products	10%
403	Fixed Data Products	15%
455	Fixed Data Products	15%
469	Fixed Data Products	10%
499	Fixed Data Products	10%
708	Fixed Data Products	17%
222	Fixed Network Equipment	15%
329	Fixed Network Equipment	10%
381	Fixed Network Equipment	15%
207	Fixed Station Accessories	10%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
457	Fixed Station Accessories	20%
515	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
856	Fixed Station Accessories	10%
207	Fixed Station Antenna Systems	10%
005	Fixed Stations	20%
112	Fixed Stations	18%
225	Fixed Stations	10%
281	Fixed Stations	18.50%
301	Fixed Stations	20%
360	Fixed Stations	21.50%
377	Fixed Stations	17%
417	Fixed Stations	10%
424	Fixed Stations	15%
425	Fixed Stations	15%
448	Fixed Stations	20%
474	Fixed Stations	23%
509	Fixed Stations	21.50%
512	Fixed Stations	23%
537	Fixed Stations	21.50%
590	Fixed Stations	21.50%
595	Fixed Stations	18%
643	Fixed Stations	15%
675	Fixed Stations	20%
680	Fixed Stations	21.50%
744	Fixed Stations	20%
811	Fixed Stations	5%
881	Fixed Stations	15%
015	Fixed Wireless Broadband	20%
075	Fixed Wireless Broadband	List
224	Fixed Wireless Broadband	15%
800	Fixed Wireless Broadband	List
832	Fixed Wireless Broadband	10%
882	Fixed Wireless Broadband	15%
904	Fixed Wireless Broadband	15%
906	Fixed Wireless Broadband	15%
910	Fixed Wireless Broadband	15%
947	Fixed Wireless Broadband	15%
901	Lifecycle Services	List
902	Lifecycle Services	List
903	Lifecycle Services	List

904	Lifecycle Services	List
905	Lifecycle Services	List
051	LTE	10%
052	LTE	10%
053	LTE	10%
054	LTE	10%
055	LTE	10%
056	LTE	10%
057	LTE	10%
058	LTE	5%
059	LTE	10%
061	LTE	10%
063	LTE	10%
065	LTE	10%
066	LTE	10%
375	LTE	List
708	LTE	17%
984	LTE	List
985	LTE	List
989	LTE	List
823	Maintenance	List
983	Maintenance	List
554	Mobile Accessories	15%
644	Mobile Accessories	15%
879	Mobile Applications Software	10%
038	Mobile Stations	10%
103	Mobile Stations	26.50%
109	Mobile Stations	26.50%
159	Mobile Stations	20%
189	Mobile Stations	15%
276	Mobile Stations	25%
287	Mobile Stations	10%
374	Mobile Stations	15%
426	Mobile Stations	25%
471	Mobile Stations	25%
484	Mobile Stations	10%
500	Mobile Stations	25%
514	Mobile Stations	25%
518	Mobile Stations	25%
527	Mobile Stations	25%
571	Mobile Stations	15%
585	Mobile Stations	25%
652	Mobile Stations	25%
655	Mobile Stations	25%
656	Mobile Stations	25%
761	Mobile Stations	25%
775	Mobile Stations	16.50%
776	Mobile Stations	20%
792	Mobile Stations	20%
869	Mobile Stations	20%
922	Mobile Stations	20%
422	MOTOTRBO	10%
475	MOTOTRBO	10%
516	MOTOTRBO	10%
557	MOTOTRBO	10%
563	MOTOTRBO	10%
777	MOTOTRBO	10%
131	Network Products	10%
147	Network Products	10%



207	Network Products	10%
232	Network Products	10%
708	Network Products	17%
136	Pagers/Receiver	15%
169	Pagers/Receiver	20%
452	Pagers/Receiver	15%
361	Paging/Receivers	15.00%
839	Paging/Receivers	15%
940	Paging/Receivers	15%
941	Paging/Receivers	15%
004	Portable Radiophone (Portables)	20%
008	Portable Radiophone (Portables)	20%
018	Portable Radiophone (Portables)	List
019	Portable Radiophone (Portables)	List
027	Portable Radiophone (Portables)	List
037	Portable Radiophone (Portables)	10%
087	Portable Radiophone (Portables)	10%
158	Portable Radiophone (Portables)	20%
185	Portable Radiophone (Portables)	List
187	Portable Radiophone (Portables)	15%
205	Portable Radiophone (Portables)	25%
271	Portable Radiophone (Portables)	25%
291	Portable Radiophone (Portables)	25%
320	Portable Radiophone (Portables)	25%
332	Portable Radiophone (Portables)	20%
362	Portable Radiophone (Portables)	20%
372	Portable Radiophone (Portables)	20%
402	Portable Radiophone (Portables)	20%
407	Portable Radiophone (Portables)	25%
414	Portable Radiophone (Portables)	20%
426	Portable Radiophone (Portables)	25%
430	Portable Radiophone (Portables)	20%
442	Portable Radiophone (Portables)	20%
453	Portable Radiophone (Portables)	20%
456	Portable Radiophone (Portables)	20%
458	Portable Radiophone (Portables)	20%
470	Portable Radiophone (Portables)	25%
476	Portable Radiophone (Portables)	20%
481	Portable Radiophone (Portables)	25%
483	Portable Radiophone (Portables)	25%
505	Portable Radiophone (Portables)	20%
527	Portable Radiophone (Portables)	25%
536	Portable Radiophone (Portables)	25%
562	Portable Radiophone (Portables)	25%
570	Portable Radiophone (Portables)	10%
577	Portable Radiophone (Portables)	20%
619	Portable Radiophone (Portables)	15%
626	Portable Radiophone (Portables)	20%
654	Portable Radiophone (Portables)	List
655	Portable Radiophone (Portables)	25%
656	Portable Radiophone (Portables)	25%
672	Portable Radiophone (Portables)	33.50%
687	Portable Radiophone (Portables)	20%
721	Portable Radiophone (Portables)	25%
726	Portable Radiophone (Portables)	25%
742	Portable Radiophone (Portables)	25%
749	Portable Radiophone (Portables)	33.50%
755	Portable Radiophone (Portables)	25.00%
756	Portable Radiophone (Portables)	25.00%



785	Portable Radiophone (Portables)	25%
795	Portable Radiophone (Portables)	25%
798	Portable Radiophone (Portables)	25%
837	Portable Radiophone (Portables)	25%
841	Portable Radiophone (Portables)	33.50%
883	Portable Radiophone (Portables)	15%
977	Portable Radiophone (Portables)	10%
390	Professional Services	List
659	Professional Services	List
659	Professional Services	List
670	Professional Services	List
842	Professional Services	List
509	Receivers	21.50%
512	Receivers	23%
743	Receivers	15%
608	Records Management Software	10%
279	Records Management Software	List
137	Secure Solutions	5%
201	Secure Solutions	10%
229	Secure Solutions	14%
462	Secure Solutions	10%
524	Secure Solutions	15%
525	Secure Solutions	15%
519	Security	List
519	Security	List
561	Service/Maintenance	List
769	Service/Maintenance	List
769	Service/Maintenance	List
772	Service/Maintenance	List
929	Service/Maintenance	List
293	Service/Maintenance	List
195	Software Upgrades/Flashport	List
371	Software Upgrades/Flashport	List
430	Software Upgrades/Flashport	20%
262	Test Equipment	20%
854	Test Equipment	List
293	Training-Professional Services	List
039	Trunking Products and Systems	5%
85	Trunking Products and Systems	15%
112	Trunking Products and Systems	18%
115	Trunking Products and Systems	10%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
377	Trunking Products and Systems	17%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
708	Trunking Products and Systems	17%
877	Trunking Products and Systems	18.50%
002	Video Solutions	10%
080	Video Solutions	10%
488	Video Solutions	10%
964	Warranty	List
606	Wireless Mobility	15%
832	Wireless Mobility	10%
907	Wireless Mobility	15%
908	Wireless Mobility	15%





Account Manager: Clay Cascard  
2120 W Breaker Lane Suite P  
Austin, Texas 78758

Date: scc-43017  
Quote#: scc-43017  
Contract Number: HGAC #RA05-15

Prepared For: Williamson County  
Phone Number: 512-943-3575  
Email: [radio@wco.willco.org](mailto:radio@wco.willco.org)  
Agency: WILLCO Wireless Communications  
Customer #:

Ship to Address: 908 Holly Street  
Radio Lifecycle Replacement Phase III  
Bill to Address: 908 Holly Street

ITEM	AGENCY	RADIO TYPE	QTY	UNIT PRICE	EXTENDED PRICE	REGIONAL DISCOUNT by DEPT ASSET	AMOUNT TO BE BUDGETED FOR by ASSET REQUESTED	TOTAL REQ BY DEPT	Addtl 600	LINE CODE
1	WC EMS (Ambulance)	APX 8500 DB/RM/05 DH (ADP)	31	\$6,755.65	\$209,425.15	\$9,300.00	200125.15		\$18,600.00	
	WC EMS (Command/Support Van)	APX 8500 DB/RM/05 SH (ADP)	19	\$6,277.82	\$119,278.58	\$5,700.00	113578.58		\$11,400.00	
	WC EMS-STATION HOUSE	Mount Antennas (ADP)	19	\$7,328.72	\$139,245.68	\$5,700.00	133545.68		\$11,400.00	
	WC EMS-BASE STATION (Other-Ter Disp)	APX 7500 CONSOLLETTE DB 800/VHF (Mag Mount Antennas) (ADP)	6	\$7,328.72	\$43,972.32	\$1,800.00	42172.32		\$3,600.00	
2	WILLIAMSON COUNTY R&B	APX 4000 II DK (NO HAND MICS) (ADP)	1	\$7,328.72	\$7,328.72	\$300.00	7028.72	\$496,450.45	\$21,600.00	5730
	WILLIAMSON COUNTY R&B	APX 8500 DB/RM/SH (ADP)	133	\$6,277.82	\$834,950.06	\$10,800.00	103738.68	\$103,738.68	\$79,800.00	3003
3	WILLIAMSON COUNTY FLEET	APX 4000 II DK (NO HAND MICS) (ADP)	1	\$3,181.63	\$3,181.63	\$1,200.00	28114.88	\$823,164.94	\$2,400.00	5730
	WILLIAMSON COUNTY FLEET	APX 8500 DB/RM/SH (ADP)	1	\$6,277.82	\$6,277.82	\$300.00	5977.82	\$5,977.82	\$600.00	3003
4	WILLIAMSON COUNTY WIRELESS	APX 6000 III (ADP) (NO HAND MICS)	20	\$5,214.85	\$104,297.00	\$6,000.00	98297	\$28,816.30	\$12,000.00	
		APX 8000 III (AES/DES/ADP) (NO HAND MICS)	5	\$6,016.44	\$30,082.20	\$1,500.00	28582.2		\$3,000.00	
		APX 8500 DB/DW/05 (ADP)	5	\$7,590.62	\$37,953.10	\$1,500.00	36453.1		\$3,000.00	
		APX 8500 DB/RM/03 (ADP)	15	\$6,155.70	\$92,335.50	\$4,500.00	87835.5		\$9,000.00	
		APX 8500 DB/RM/03 (AES/DES/ADP)	3	\$6,514.96	\$19,544.88	\$900.00	18644.88		\$1,800.00	
		APX 8500 DB/RM/03 (AES/DES/ADP)	3	\$7,387.55	\$22,162.65	\$900.00	21262.65		\$1,800.00	
		APX 8500 DB/RM/03 (AES/DES/ADP)	6	\$6,755.65	\$40,533.90	\$1,800.00	38733.9		\$3,600.00	
		APX 7500 CONSOLLETTE DB 800/VHF (ADP)	1	\$7,228.72	\$7,228.72	\$300.00	6928.72		\$600.00	
		APX 7500 CONSOLLETTE DB 800/VHF (ADP)	1	\$7,228.72	\$7,228.72	\$300.00	6928.72		\$600.00	
		GTR VHF Conventional (EAST/WEST/CENTRAL)	60	\$13,195.00	\$39,585.00	\$39,585.00			\$1,200.00	5730
5	WCEC	APX 7500 CONSOLLETTE DB 800/VHF	2	\$7,228.72	\$14,457.44	\$600.00	13857.44	\$13,857.44	\$1,200.00	5730
6	JJC	APX 8500 DB/RM/03 (ADP)	27	\$6,514.96	\$175,903.92	\$8,100.00	167803.92	\$167,803.92	\$16,200.00	5730
	SPARE BELT CLIPS	3" BELT CLIPS HLN6875A 200each	0	\$0.00	\$0.00					

TOTAL (Austin Contract Pricing) \$2,137,871.57  
REGIONAL SPECIAL PROMO \$105,000.00  
Trade In \$-300.00  
SPECIAL TRADE IN ADDER IF PO IS \$-500.00  
ISSUED BY 10-2-17 \$-100.00  
GRAND TOTAL WITH SPECIAL BULK PURCHASE PRICING AND DISCOUNTS \$1,822,871.57

2/16/2017 Confirmed Numbers for EMS w/ M Knipstein  
2/24/2017 Met with John Gordon confirmed vehicle replacement count and model of preferred radio APX7500 DB/RM/03 hand mtc will work best for their non standard transport cars (Malibu Hybrids no police package)  
3/22/2017 Official Meeting w/EMS and Motorola to determine radio replacements selection for mobiles and medic houses  
4/20/2017 Met with Teron Everson/Ron Roberts APX 4000 no hand mics/4 consollettes 1. Sign Shop 2. Foremans Hall 3. Front Office 4. Taron (mag mount antennas) begin to include  
Clint Best on all radio items/ APX 7500 RM/DB/SH



## WILLIAMSON COUNTY WIRELESS COMMUNICATIONS

508 Holly Street  
Georgetown, Texas 78626  
Phone (512)-943-3575

Williamson County Emergency Medical Services  
Attn: Department Head

September 9, 2017

WCEMS,  
Please sign the below authorization.

Best Regards,

*Catherine L. Roberts*

Director of Wireless Communications  
& RCS Manager

WCEMS hereby grants authorization to the Williamson County Wireless Communications Department to draft in a unified purchase order to Motorola Solutions for radio subscriber replacements:

0100-0540-003003	Radio Equipment < \$5000 - \$0.00
0100-0540-005730	Radio Equipment > \$5000 - \$450,850.45

  
\_\_\_\_\_  
Authorized Signature

*Mike Knipstein*  
\_\_\_\_\_  
Print Name

*9/8/17*  
\_\_\_\_\_  
Date

Dedication to Service and Our Customers





## WILLIAMSON COUNTY WIRELESS COMMUNICATIONS

508 Holly Street  
Georgetown, Texas 78626  
Phone (512)-943-3575

Williamson County Road & Bridge  
Attn: Department Head

September 9, 2017

WC R&B,  
Please sign the below authorization.

Best Regards,

*Catherine L. Roberts*  
Director of Wireless Communications  
& RCS Manager

WC R&B hereby grants authorization to the Williamson County Wireless Communications Department to draft in a unified purchase order to Motorola Solutions for radio subscriber replacements:

0200-0210-003003 Radio Equipment < \$5000 - \$82,138.68

0200-0210-005730 Radio Equipment > \$5000 - \$740,964.94

A large, stylized handwritten signature in blue ink, appearing to read "J. Terron Evertson".

Authorized Signature

J. Terron Evertson  
Print Name

9/15/2017  
Date

Dedication to Service and Our Customers



## WILLIAMSON COUNTY WIRELESS COMMUNICATIONS

508 Holly Street  
Georgetown, Texas 78626  
Phone (512)-943-3575

Williamson County Fleet Services  
Attn: Department Head

September 9, 2017

WC Fleet,  
Please sign the below authorization.

Best Regards,

*Catherine L. Roberts*  
Director of Wireless Communications  
& RCS Manager

WC Fleet hereby grants authorization to the Williamson County Wireless Communications Department to draft in a unified purchase order to Motorola Solutions for radio subscriber replacements:

0882-0882-003003	Radio Equipment < \$5000 - \$2281.63
0882-0882-005730	Radio Equipment > \$5000 - \$5377.82

*K. Gull*  
\_\_\_\_\_  
Authorized Signature

*Kerrin Teller*  
\_\_\_\_\_  
Print Name

*9.11.17*  
\_\_\_\_\_  
Date

Dedication to Service and Our Customers



## WILLIAMSON COUNTY WIRELESS COMMUNICATIONS

508 Holly Street  
Georgetown, Texas 78626  
Phone (512)-943-3575

Williamson County Emergency Communications  
Attn: Department Head

September 9, 2017

WCEC,  
Please sign the below authorization.

Best Regards,

*Catherine L. Roberts*

Director of Wireless Communications  
& RCS Manager

WCEC hereby grants authorization to the Williamson County Wireless Communications Department to draft in a unified purchase order to Motorola Solutions for radio subscriber replacements:

0100-0581-003003 Radio Equipment < \$5000 - \$0.00  
0100-0581-005730 Radio Equipment > \$5000 - \$12,657.44

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

Authorized Signature

*Scott Parker*

Print Name

*Sept 13, 2017*

Date

Dedication to Service and Our Customers



## WILLIAMSON COUNTY WIRELESS COMMUNICATIONS

508 Holly Street  
Georgetown, Texas 78626  
Phone (512)-943-3575

Williamson County Juvenile Justice  
Attn: Department Head

September 9, 2017

WC JJC,  
Please sign the below authorization.

Best Regards,

*Catherine L. Roberts*  
Director of Wireless Communications  
& RCS Manager

WC JJC hereby grants authorization to the Williamson County Wireless Communications Department to draft in a unified purchase order to Motorola Solutions for radio subscriber replacements:

0100-0576-003003	Radio Equipment < \$5000 - \$0.00
0100-0576-005730	Radio Equipment > \$5000 - \$151,603.92

  
Authorized Signature

Scott Matthew  
Print Name

09/18/2017  
Date

Dedication to Service and Our Customers



**Commissioners Court - Regular Session****40.****Meeting Date:** 09/26/2017

Set Term of Court

**Submitted For:** Dan Gattis**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take any appropriate action designating Tuesdays of each month during Fiscal Year 2018 as the Regular Term or Regular Meeting day of the week of the Williamson County Commissioners Court and all other meetings or sessions of Commissioners Court being Special Terms or Special Meetings; with such meetings being held in the Williamson County Commissioners Courtroom on the second floor of Williamson County Courthouse, 710 Main Street, Georgetown, Texas (unless otherwise amended or provided by the Williamson County Commissioners Court) [Tex. Loc. Gov't Code § 81.005].

**Background**

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 09/06/2017

**Reviewed By**

Wendy Coco

**Date**

09/06/2017 12:22 PM

Started On: 09/06/2017 09:55 AM

**Commissioners Court - Regular Session****41.****Meeting Date:** 09/26/2017

OSSF Fee Schedule

**Submitted For:** Dan Gattis**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on the Williamson County Environmental Health Services On-Site Sewage Facility (OSSF) Program and Environmental Health Service Program Fees to be effective October 1, 2017 and remain in effect until otherwise amended by the Williamson County Commissioners Court.

**Background**

The proposed fees are the same as the fees currently being assessed by the Williamson County and Cities Health District. These fees were previously adopted by the Williamson County and Cities Health District in 2016.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[OSSF EHS Program Fee Schedule](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 09/20/2017

**Reviewed By**

Wendy Coco

**Date**

09/20/2017 10:52 AM

Started On: 09/20/2017 09:16 AM

# Williamson County Environmental Health Services On-Site Sewage Facility (OSSF) Program and Environmental Health Service Program Fees

## OSSF Permits

Residential Conventional	\$510.00
Residential Non-Conventional / Non-Aerobic	\$610.00
Residential Aerobic Treatment Unit / Routine Maintenance Required	\$710.00
Commercial Non Aerobic	\$810.00
Commercial Aerobic / Routine Maintenance Required	\$910.00
Surface Inspection of Licensed OSSF	\$175.00
Inspection of unlicensed OSSF - Owner must purchase the appropriate OSSF permit and bring the system into compliance if found to be illegal	Cost of Permit
Extra Site Visit / Extra Inspections	\$100.00
New / Additional Design Review	\$150.00
Transfer of License / Renewal of License (for Aerobic Systems)	\$60.00

## Other Topics

Subdivision Review	\$125+ \$20 / Lot
Single Lot Review	\$100.00
Open Records Request Copies	In accordance with the Texas Public Information Act



**Commissioners Court - Regular Session****42.****Meeting Date:** 09/26/2017

Extending Custodial Services Agreement

**Submitted For:** Randy Barker**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on extending Custodial Services Agreement for the same pricing, terms and conditions as the existing Contract for the term of October 1, 2017 - September 30, 2018 with McLemore Building Maintenance, Inc.

**Background**

This is the first extension of two (2) possible, one (1) year extension options. The Facilities Department submitted a Vendor Performance Report (VPR) that reflected the Vendor either met or exceeded our requirements on this contract, and requests to extend for this period.

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**Fiscal Impact**

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

McLemore Building Maintenance renewal contract

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Dianne West  
Final Approval Date: 09/21/2017

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

09/21/2017 09:38 AM  
09/21/2017 10:00 AM  
Started On: 09/19/2017 11:27 AM



## Summary Agreement for Renewal of Williamson County Contract

<b>Purchase/Contract Type:</b>	Services	<b>Department:</b>	Facilities
<b>Vendor Name:</b>	McLemore Building Maintenance, Inc		
<b>Vendor Address:</b>	110 Fargo St., Houston, TX 77006		
<b>Purpose/Intended Use of Product or Service (summary):</b>			
Services Contract for Custodial Services			
<b>P.O./Contract Number:</b>	02052215	<b>Effective Date:</b>	10/01/2017
<b>Purchaser/Contract Specialist:</b>	Dianne West	<b>Expiration Date:</b>	09/30/2018
<b>Requested By:</b>	Christi Stromberg, Facilities Contract Coordinator		
<b>Detailed description of renewal of product and/or service.</b>			
<ul style="list-style-type: none"> <li>Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.</li> <li>Extend Contract for the first (#1) of two (#2) one-year renewal option periods:</li> </ul>			
Renewal Option Period 1		October 1, 2017 – September 30, 2018	
Initial Contract Period		June 3, 2017 – September 30, 2017	
<b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN</b>			
Vendor <u>McLemore Building Maintenance Inc.</u>		Williamson County, 710 Main St., Georgetown, TX 78626	
Name <u>Curtis McLemore</u>		Dan A. Gattis	
Title <u>CEO</u>		Williamson County Judge	
Signature <u><i>Curtis McLemore</i></u>		Signature _____	
Date <u>September 14, 2017</u>		Date _____	

**Commissioners Court - Regular Session****43.****Meeting Date:** 09/26/2017

Receptionist ipad and software agreement

**Submitted For:** Randy Barker**Submitted By:** Will Hutchinson, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving agreement between Lobbyguard and Williamson County for Receptionist software and tablets in the amount of \$7,100.00, and authorizing the execution of the agreement.

**Background**

This software was chosen for its ability to integrate with current technology and extend a better customer experience for those visiting. Quotes were requested and out of several companies providing this software, Lobbyguard was the only company to meet our technology and contractual obligations given for counties in Texas.

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**Fiscal Impact**

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

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Will Hutchinson

Final Approval Date: 09/21/2017

**Reviewed By**

Randy Barker

Wendy Coco

**Date**

09/21/2017 10:44 AM

09/21/2017 10:59 AM

Started On: 09/20/2017 02:08 PM

## LOBBYGUARD PURCHASE AGREEMENT TERMS AND CONDITIONS

1. **Purchase.** Customer agrees to purchase from LobbyGuard and LobbyGuard agrees to sell to Customer the LobbyGuard System and the modules described on the Order Form (collectively, the “System”), subject and pursuant to the terms and conditions of this Agreement. Customer may purchase additional modules for use in connection with the System by paying LobbyGuard’s then-current price for such modules. All such purchases shall be subject to the terms and conditions of this Agreement.

2. **Purchase Price and Payment.** Customer shall pay the purchase price for the System specified on the Order Form. In addition to the purchase price, Customer shall pay all transportation charges (note: Customer is a tax-exempt entity and does not pay taxes for items falling under a “governmental use”).

3. **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.

4. **Delivery.** Delivery shall be made **F.O.B. Destination**. Customer shall reimburse LobbyGuard for all shipping and insurance charges. Title to the System shall pass to Customer upon payment in full to LobbyGuard for the System. All risk of loss shall pass to Customer at the point of delivery to the Customer.

5. **Support.** For a period of thirty days after the delivery of the System to Customer, LobbyGuard shall provide its then-current basic support and maintenance services to Customer free of charge. Thereafter, Customer may purchase support and maintenance services from LobbyGuard pursuant to a separate support and maintenance agreement. Customer acknowledges and agrees that in order for LobbyGuard to provide support and maintenance services, Customer must maintain a full-time broadband connection to the Internet.

6. **License.** The System includes software and accompanying documentation (“Licensed Materials”). “Licensed Materials” includes any updates and enhancements that may be provided to Customer by LobbyGuard. LobbyGuard grants to Customer a nonexclusive license to use the Licensed Materials in connection with Customer’s use of the hardware portion of the System. Customer shall not modify, reverse engineer, decompile, disassemble, create derivative works based on, sublicense, or distribute the Licensed Materials or the accompanying documentation. Customer may transfer the Licensed Materials to another end user on a permanent basis solely in connection with and as part of the transfer of the System hardware, provided that the end user receives a copy of these Terms and Conditions, and agrees to be bound by its terms and conditions. In no event shall the Licensed Materials be transferred to a third party separate from the hardware portion of the System.

7. Compliance with Laws. Customer acknowledges that certain federal, state, and local laws, statutes, rules and regulations may be applicable to its use of the System and its use by Customer, and that LobbyGuard has no responsibility for informing Customer of any such laws, statutes rules or regulations. Customer shall comply with all such laws, statutes, rules and regulations. To the extent authorized under Texas law, customer will indemnify and hold harmless LobbyGuard and its resellers from any and all claims, costs and expenses arising out of or related to such claims.

8. Warranties. LobbyGuard warrants that for a period of 12 months after the delivery of the System to Customer (the "Warranty Period"), the software and hardware included in the Licensed Materials shall, in all material respects, operate in conformance with the System's documentation provided to Customer. In the event of a breach of the foregoing warranty, as Customer's sole and exclusive remedy, Customer may return the System within the Warranty Period and shall receive commercially acceptable warranty repair to the system. Customer is responsible for packaging and return shipping charges to LobbyGuard. LobbyGuard agrees to pay for shipment of repaired system back to customer. The LobbyGuard Kiosk PC is warranted for a period of 3 years from date of delivery to customer. This warranty covers only the internal PC and provides overnight replacement of PC with shipping charges and packaging charges paid by LobbyGuard. All warranty claims must be submitted to and approved by LobbyGuard technical support staff.

9. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE FOREGOING WARRANTY, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SYSTEM, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT, OR ANY EXPRESS OR IMPLIED WARRANTY ARISING OUT OF TRADE USAGE OR OUT OF A COURSE OF DEALING OR COURSE OF PERFORMANCE. LobbyGuard DOES NOT AND CANNOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE PERFORMANCE, USE OR RESULTS OF THE USE OF THE SYSTEM IN TERMS OF EFFECTIVENESS, ACCURACY, RELIABILITY, THAT CUSTOMER WILL BE SECURE AS A RESULT OF ITS USE OF THE SYSTEM, OR OTHERWISE.

10. LIMITATION OF LIABILITY. LOBBYGUARD SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR: LOSS OF BUSINESS OR GOOD WILL, WORK STOPPAGE, LOSS OF INFORMATION OR DATA, LOSS OF REVENUE OR PROFIT, OR COMPUTER FAILURE, FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SYSTEM, PERFORMANCE OR FAILURE OF THE SYSTEM, REGARDLESS OF THE LEGAL THEORY ASSERTED, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF LOBBYGUARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. LOBBYGUARD'S AGGREGATE LIABILITY TO CUSTOMER UNDER THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY OF ANY CLAIM, SHALL NOT EXCEED THE AMOUNT CUSTOMER ACTUALLY PAID FOR THE SYSTEM.

11. Background Checks. If Customer's System or any add-on modules include the ability to perform "background checks" on individuals, the following provisions shall apply. Background checks performed using the System are based on information gathered from publicly available databases. Such information has not been screened for accuracy, completeness or timeliness, and should not be relied upon as a substitute for personal investigation. Customer understands and agrees that positive or false matches in background checks may not provide confirmation of an individual's background; background

checks may return false-positive matches, where the database incorrectly returns a record containing a negative background for an individual who does not have a negative background, and false-negative matches, where the database does not return a record of a negative background for an individual who does have a negative background. Customer shall not use the System's background check functionality for any purpose other than to deny or permit access to Customer's premises. Use of such background check functionality is at Customer's own risk, and LobbyGuard shall not be liable for any damages that result from such use.

12. Termination. LobbyGuard shall have the right to terminate this Agreement upon five (5) days' written notice in the event that Customer violates any material provision of this Agreement and such violation, if curable, is not cured within such five (5) day period. Within five (5) days after termination of this Agreement, Customer shall return the System to LobbyGuard. Sections 2, 5, 7, 8, 9, 10, 11 and 12 shall survive the termination of this Agreement.

13. 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 thirty (30) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.

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

15. Right to Audit: LobbyGuard 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 LobbyGuard which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. LobbyGuard agrees that licensee shall have access during normal working hours to all necessary LobbyGuard 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 LobbyGuard reasonable advance notice of intended audits.

16. General.

(a) Governing Law and Venue. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

(b) Independent Contractors. Nothing contained herein shall be construed to imply a joint venture or principal-agent relationship between the parties, and neither party will have any right, power, or authority to create any obligation, express or implied, on behalf of the other in connection with performance of its obligations hereunder.

(c) Severability; Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions will continue in full force without being impaired or invalidated in any way. The failure of either party to insist upon strict performance of any provision of this Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver of the future enforcement of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any other provision or right herein.

(d) Notices. Any notice or communication permitted or required hereunder will be in writing and will be delivered by facsimile transmission with confirmation of receipt, in person or by courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed as set forth in the Order Form or address as either party may provide from time to time to the other. If notice is given in person, by courier, or by facsimile, it will be effective upon receipt; and if notice is given by mail, it will be effective three (3) business days after deposit in the mail.

(e) Force Majeure. If performance of this Agreement, or any obligation hereunder (other than the obligation to pay) is prevented, restricted, or interfered with by any act or condition whatsoever beyond the reasonable control of the affected party (including without limitation the failure of any suppliers to perform), the party so affected, upon giving prompt notice to the non-affected party, will be excused from such performance to the extent of such prevention, restriction, or interference.

(f) Assignment. No right or obligation of Customer under this Agreement will be assigned, delegated, or otherwise transferred, whether by agreement, operation of law, or otherwise, without the express prior written consent of LobbyGuard. Any purported assignment, delegation, or transfer in violation of this paragraph will be null and void. Subject to the foregoing, this Agreement in its entirety will bind each party and its permitted successors and assigns.

(g) Amendments. Any amendments, modifications, supplements, or other changes to this Agreement must be in writing and signed by duly authorized representatives of each party.

(h) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous representations, understandings, agreements, communications, or purchase orders between the parties, whether written or oral, relating to the subject matter hereof.

(i) 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.

WITNESS the signatures of all parties in duplicate originals this the \_\_\_\_ day of \_\_, 2017.

WILLIAMSON COUNTY:

LOBBYGUARD:

\_\_\_\_\_  
Authorized Signature

*Brian Allen*  
\_\_\_\_\_  
Authorized Signature

LobbyGuard Solutions LLC

866-905-6229

**LOBBYGUARD®**  
Sign In. Sign Out. Secure.



**Commissioners Court - Regular Session****44.****Meeting Date:** 09/26/2017

Advertisement Approval RFP 1709-189 Vending Machine Services

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Vending Machine Services under RFP # 1709-189.

**Background**

It is the intent of this contract to provide snack and beverage vending machines as a convenience to both the public and County employees. The selected contractor shall provide vending machines as described herein including all labor, supplies, materials, and equipment.

The Vendor shall furnish and maintain all equipment necessary for the proper service of each location. The Vendor shall provide an equipment inventory list to be submitted with the proposal, identifying all equipment by age and condition to be used in the performance of this contract. The County reserves the right to make inspection of equipment to be used in the performance of this contract. Any equipment found to be in poor condition must be pulled from service and replaced at the Vendor's expense. The Vendor shall comply with all county, state and federal regulations applicable to providing food and beverage concessions.

The County will not incur costs from provision of these services.

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**Fiscal Impact**

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

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Thomas Skiles  
Final Approval Date: 09/21/2017

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

09/21/2017 10:46 AM  
09/21/2017 10:59 AM  
Started On: 09/21/2017 07:43 AM

## **Solicitation 1709-189**

### **Vending Machine Services**

#### **Bid Designation: Public**



**Williamson County, Texas**

## Bid 1709-189 Vending Machine Services

Bid Number 1709-189  
 Bid Title Vending Machine Services  
 Bid Start Date In Held  
 Bid End Date Oct 23, 2017 3:00:00 PM CDT  
 Question & Answer End Date Oct 20, 2017 5:00:00 PM CDT

Bid Contact Blake Skiles  
 Purchasing Specialist III  
 512-943-1478  
 blake.skiles@wilco.org

Contract Duration 1 year  
 Contract Renewal 4 annual renewals  
 Prices Good for 1 year

Bid Comments **It is the intent of this contract to provide snack and beverage vending machines as a convenience to both the public and County employees. The contractor shall provide vending machines as described herein including all labor, supplies, materials, and equipment.**

**The Vendor shall furnish and maintain all equipment necessary for the proper service of each location. The Vendor shall provide an equipment inventory list to be submitted with the proposal, identifying all equipment by age and condition to be used in the performance of this contract. The County reserves the right to make inspection of equipment to be used in the performance of this contract. Any equipment found to be in poor condition must be pulled from service and replaced at the Vendor's expense. The Vendor shall comply with all county, state and federal regulations applicable to providing food and beverage concessions.**

### Item Response Form

Item 1709-189--01-01 - Please Attach All Documents To This Line

Quantity 1 each

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**  
No Location Specified

Qty 1

#### Description

Please Attach All Documents To This Line

**PLEASE DO NOT ATTACH .ZIP FILES!**



## PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

### **WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1709-189 Vending Machine Services**

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:  
Oct 23, 2017 3:00:00 PM CDT**

**PROPOSAL WILL BE PUBLICLY OPENED:  
Oct 23, 2017 3:00:00 PM CDT**

Notice is hereby given that sealed Proposals for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive proposals. Specifications for this RFP may be obtained by registering at [www.bidsync.com](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Proposal.**

**All electronic proposal must be submitted via: [www.bidsync.com](http://www.bidsync.com)**

Electronic proposals are requested, however paper proposals will currently still be received, until further notice and may be mailed or delivered to the address listed below.

**Respondents are strongly encouraged to carefully read this entire RFP.**

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Proposal Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this RFP.

**Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered “unresponsive” and will not be accepted or evaluated.**

**Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.**

General Information:

- If mailed or delivered in person, Proposal and Proposal addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this RFP, to:

Williamson County Purchasing Department  
Attn: **PROPOSAL NAME AND NUMBER**  
901 South Austin Avenue  
Georgetown, Texas 78626

- Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
  - Respondent should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.
- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the names of Respondents will be read aloud.
  - All submitted questions with their answers will be posted and updated on [www.bidsync.com](http://www.bidsync.com).
  - It is the Respondent's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
    - Any Addenda and/or other information relevant to the RFP will be posted on [www.bidsync.com](http://www.bidsync.com).
    - The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.



## **Williamson County – Request for Proposal (RFP)**

### **SECTION 1 - DEFINITIONS**

**Addendum/Addenda** – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

**Agreement/Ensuing Agreement(s)** – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

**Contract** – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

**Commissioner's Court** – means the Williamson County Commissioners Court.

**County** – means Williamson County, a political subdivision of the State of Texas.

**Executive Summary** – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

**Proposal Documents** – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

**Proposal** – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

**Respondent** – means a person or entity who submits a Proposal in response to this RFP.

**Request for Proposals (RFP)** – means this document, together with the attachments thereto and any future Addenda issued by the County.

**Successful Respondent**– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified

herein, and to whom the County intends to award the Contract.

## **SECTION 2 - RESPONSE FORMAT AND SUBMISSION**

### **2.1 INTRODUCTION**

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

- A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.
- B. The least amount of plastic/laminate or other non-recyclable binding materials.
- C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

### **2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS**

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

- A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.
- B. Table of Contents.
- C. Executive Summary. Please see Section 2.4, Executive Summary.
- D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)
- E. Price Sheet.
- F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.
- G. Conflict of Interest Questionnaire.



#### H. Proposal Affidavit (Signature Page).

- I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

### 2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

- A. Name and address of individual or business entity submitting the Proposal.
- B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.
- C. Place of incorporation or organization, if applicable.
- D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.
- E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.
- F. The Respondent's Federal Employer Identification Number.
- G. A commitment by the Respondent to provide the services required by the County;
- H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than the required amount, may at the County's sole discretion, be rejected as non-responsive.
- I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to its representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

### 2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

- A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

- B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.
- C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

## 2.5 CONFLICT OF INTEREST

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP.** Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

**Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.**

## 2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or

- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Respondent must sign the printed copy of the form.
- D. Have the form notarized.
- E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

## **2.7 PROPOSAL SUBMITTAL DEADLINE**

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

## **2.8 ETHICS**

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of the County.

## **2.9 DELIVERY OF PROPOSALS**

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to [www.bidsync.com](http://www.bidsync.com) for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department

Attn: **Proposal Name and Number**

901 South Austin Avenue  
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

## **SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS**

### **3.1 INSTRUCTIONS**

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

### **3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP**

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

### **3.3 NOTIFICATION OF MOST CURRENT ADDRESS**

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

### **3.4 SIGNATURE OF RESPONDENT**

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

- A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

### **3.5 ASSUMED BUSINESS NAME**

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

### **3.6 ECONOMY OF PRESENTATION**

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

### **3.7 PROPOSAL OBLIGATION**

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

### **3.8 COMPLIANCE WITH RFP SPECIFICATIONS**

It is intended that this RFP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFP may, at the sole discretion of the County, result in disqualification.

### **3.9 EVALUATION**

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

### **3.10 WITHDRAWAL OF PROPOSAL**

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

### **3.11 RESPONSIBILITY**

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

### **3.12 PURCHASE ORDERS**

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

### **3.13 SILENCE OF SPECIFICATIONS**

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

### **3.14 REFERENCES**

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.



## **SECTION 4 - TERMS AND CONDITIONS**

### **4.1 VENUE AND GOVERNING LAW**

The Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this RFP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

### **4.2 INCORPORATION BY REFERENCE AND PRECEDENCE**

- A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

1. The RFP and its Addenda (if applicable); and
2. The Respondent's Proposal.

- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

1. The terms and conditions of the Ensuing Agreement;
2. The RFP and its Addenda; and
3. The Respondent's Proposal.

### **4.3 OWNERSHIP OF PROPOSAL**

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

### **4.4 DISQUALIFICATION OF RESPONDENT**

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

### **4.5 FUNDING**

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

#### **4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS**

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

#### **4.7 IMPLIED REQUIREMENTS**

Products or services not specifically described or required in the RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

#### **4.8 TERMINATION**

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

#### **4.9 NON-PERFORMANCE**

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

#### **4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT**

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

#### **4.11 RIGHT TO AUDIT**

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

#### **4.12 TESTING AND INSPECTIONS**

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

#### **4.13 PROPOSAL PREPARATION COSTS**

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

#### **4.14 INDEMNIFICATION**

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15<sup>th</sup>) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

#### **4.15 WAIVER OF SUBROGATION**

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any Ensuing Agreement(s).

#### **4.16 RELATIONSHIP OF THE PARTIES**

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

#### **4.17 SOLE PROVIDER**

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

#### **4.18 FORCE MAJEURE**

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

#### **4.19 SEVERABILITY**

If any provision of this RFP, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any Ensuing Agreement(s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

#### **4.20 EQUAL OPPORTUNITY**

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

#### **4.21 NOTICE**

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department  
Attn: Purchasing Agent  
901 South Austin Avenue  
Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

#### **4.22 SALES AND USE TAX EXEMPTION**

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

#### **4.23 COMPLIANCE WITH LAWS**

The County and the Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS**

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

#### **4.25 NO WAIVER OF IMMUNITIES**

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

#### **4.26 NO WAIVER**

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

#### **4.27 CURRENT REVENUES**

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Respondent at the end of its then-current fiscal year.

#### **4.28 BINDING EFFECT**

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

#### **4.29 ASSIGNMENT**

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

#### **4.30 SAFETY**

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

#### **4.31 GENERAL OBLIGATIONS AND RELIANCE**

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

#### **4.32 CONTRACTUAL DEVELOPMENT**

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

#### **4.33 ENTIRE AGREEMENT**

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

#### **4.34 SURVIVABILITY**

All applicable agreements that were entered into between the Successful Respondent and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.



#### 4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31<sup>st</sup>) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. 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 (1) percent and the prime rate published in the Wall Street Journal on the first (1<sup>st</sup>) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21<sup>st</sup>) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.
- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department  
Email: [accountspayable@wilco.org](mailto:accountspayable@wilco.org)  
Phone: 512-943-1500

#### 4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

#### 4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

#### **4.38 CONFIDENTIALITY**

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

#### **4.39 INCLEMENT WEATHER**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

#### **4.40 AIR QUALITY**

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

#### **4.41 COOPERATIVE PURCHASING PROGRAM**

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

#### **4.42 CONFIDENTIALITY**

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

## Proposal Specifications

### Statement of Work

It is the intent of this contract to provide snack and beverage vending machines as a convenience to both the public and County employees. The contractor shall provide vending machines as described herein including all labor, supplies, materials, and equipment.

The Vendor shall furnish and maintain all equipment necessary for the proper service of each location. The Vendor shall provide an equipment inventory list to be submitted with the proposal, identifying all equipment by age and condition to be used in the performance of this contract. The County reserves the right to make inspection of equipment to be used in the performance of this contract. Any equipment found to be in poor condition must be pulled from service and replaced at the Vendor's expense. The Vendor shall comply with all county, state and federal regulations applicable to providing food and beverage concessions.

The County will not incur costs from provision of these services.

### Items and Pricing

Items of sale will include but not necessarily be limited to the following.

- Snacks of chips, candies, candy bars, cookies, etc.
- Beverages of sodas, juices and water.
- All vending prices should be provided in your proposal and be brought forth for annual approval at the time of contract renewal.
- The Vendor needs to be receptive to customer requests including replacing/adding products if Vendor can supply requested products and that they are beneficial to overall vending machine sales.

### Accounting

The County will require standard accounting requirements and monthly reports as stipulated by the County Auditing Department.

All reports shall include:

1. Name, address, and telephone number of Vendor.
2. County contract and proposal number
3. Identification of items sold with a breakdown by purchase locations with total prices and quantities.
4. Check payable to: Williamson County
5. Check will be mailed to:

Williamson County Auditor's Office  
710 S Main Street  
Georgetown, TX 78626

- a. All reports and payments shall be received at the Williamson County Auditor's Office by 12:00pm on or before the 20<sup>th</sup> day of each month for the previous month's sales (i.e. all items sold in January will be reported and turned in on or before February 20<sup>th</sup>)
- b. The County Auditor's Offices reserves the rights to review Vendor's books for accuracy of reports being turned into Williamson County.

- c. Nonpayment of funds owed the County could be considered a breach of contract and may result in termination of rights granted in the contract.

## Locations

Currently, the County has thirteen (13) snack machines and eighteen (18) beverage machines placed at the following eleven (11) locations:

**Cedar Park Annex**, 350 Discovery Blvd, Cedar Park, 2nd floor hallway by JP office: 1 snack and 1 soda machine

**Juvenile Justice Center**, 200 Wilco Way, Georgetown, Lobby: 1 snack and 1 soda machine; Academy: 1 snack and 1 soda machine

**Round Rock Annex**, 211 Commerce Cv, Round Rock, Breakroom Bldg B: 1 snack and 1 soda machine

**Central Maintenance Facility**, 3151 SE Inner Loop, Georgetown, Training Room: 1 snack and 1 soda machine

**Sign Shop**, 3151 SE Inner Loop, Georgetown, Training Room: 1 snack and 1 soda machine

**Williamson County Justice Center**, 405 MLK St, Georgetown, Jury Call: 1 snack and 1 soda machine; 2nd floor: 1 snack and 1 soda machine; 1st floor employee breakroom: 1 snack and 2 soda machines

**Inner Loop Annex**, 301 SE Inner Loop, Georgetown, Break area: 1 snack and 1 soda machine

**Sheriff's Office**, 508 Rock St, Georgetown, Sally Port: 1 soda machine; Training Room: 1 soda machine; 1st floor: 1 snack and 1 soda machine;

**County Jail**, 305 W 4th St, Georgetown, Front Reception: 1 soda machine; County Jail Bonds: 1 snack and 1 soda machine

**Round Rock Jester Annex**, 1781 E Old Settlers, Round Rock, Break area by Tax Office: 1 snack and 1 soda machine

**ESOC**, 911 Tracy Chambers Ln, Georgetown, Break area: 1 snack and 1 soda machine

## Maintenance

- a. County will provide general maintenance of the facilities such as utility repairs, painting, electrical, etc. Any damage to facilities attributed to neglect, misuse, etc. by the Vendor will be charged back to the Vendor.
- b. County will pay for normal electric and water utilities.
- c. Vendor will be responsible for maintenance of all of their vending machines placed at County locations.
- d. Vending Staff should be dressed appropriately, preferably with identification to note the organization they represent.
- e. Vendor shall be responsible for all inventories and should insure the quality of merchandise being sold.
- f. Vendor shall provide its contact name and phone number to be seen on the outside of each vending machine supplied.

## Required Information

On a separate paper entitled Proposal Questionnaire, please provide detailed information on the criteria. Include any additional pertinent information.

- 1. Commission Percentage: Percentage of total sales to County, % of gross after taxes
- 2. Years of Experience in vending machine business, including work with governmental entities. How long have you provided vending services to the Austin area?

3. What is your refund policy and process for product that does not dispense properly or is damaged upon being dispensed?
4. What would be your service response time and how often would you service and/or resupply your machines?
5. Please provide a list of all drink and snack products that you could supply with their size or weight (in ounces) with proposed selling prices.
6. Recycling – Would you provide any recycling containers and/or services for empty aluminum cans and/or plastic bottles?
7. Vending Machine Placement – Are there any sales volume requirements that need to be met for machine placement? How would you determine the feasibility of any new, county requested locations?

**Contract Administration**

Christi Stromberg, Facilities Contract Coordinator, Williamson County (or successor), 3101 SE Inner Loop, Georgetown, TX shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing Agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the Williamson County Commissioners Court and the Successful Respondent.

**Evaluation Criteria**

1. Commission to County 40%
2. Pricing of product 25%
3. Experience 15%
4. Refund Policy 10%
5. Service 10%

**VENDING SERVICES AGREEMENT BETWEEN  
WILLIAMSON COUNTY, TEXAS  
AND  
XXXXXXXXXX**

This Vending Services Agreement ("Agreement") is between Williamson County, Texas, a political subdivision of the State of Texas ("County") with premises located at Williamson County, Texas (the "Premises") and XXXXXXXX, ("Contractor"), with principal offices located at XXXXXXXXXXXXXXXX, both of which are referred to herein as the parties.

**WITNESSETH**

**WHEREAS**, the County owns and/or operates various buildings, grounds and real property;

**WHEREAS**, the County requested proposals from vending firms that were trained, experienced and qualified in providing and servicing snack and beverage vending machines;

**WHEREAS**, on XXX,XX 2017, Contractor responded to County's request for proposals and the County determined that, after review of all proposals received, Contractor's proposal to provide vending machines, vending products and related services at County's facilities was in the best interest of the County;

**THEREFORE**, in consideration of the mutual benefits to be derived hereby, the County and the Contractor do hereby agree as follows:

**I. TERM AND RENEWAL**

**A. Initial Term of Agreement**

This Agreement shall commence on the date of the last party's execution hereof, and shall terminate on **September 30, 2018**, unless it is renewed as set forth herein.

**B. Renewal of Agreement**

At the end of the initial term of this Agreement, the parties, upon mutual agreement, shall have the option to renew this Agreement for up to four (4) additional and separate terms of twelve (12) months each upon the same terms and conditions contained herein and at the renewal prices indicated in Section III, Compensation. Exercise of the renewal option is at the County's sole discretion and shall be conditioned, at a minimum, on the Contractor's performance of this Agreement and subject to the availability of funds. The County, if it desires to exercise its renewal option, will provide notice to the Contractor of its election to renew. The renewal term shall be considered separate and shall require exercise

of the renewal option should the County choose to renew this Agreement. The County and the Vendor agree that termination shall be the Vendor's sole remedy if the County chooses not to extend this Agreement for an additional twelve (12) month term.

## **II. SCOPE OF SERVICE**

### **A. Services to be Provided**

The Contractor shall provide vending machines, vending products and related services for the County's properties and locations listed on Attachment 1 ("Sites"). The Contractor will be responsible for keeping its machines filled with the products identified on the Master Vending List, which is attached hereto as Attachment 2. The County reserves the right to reasonably add or delete Sites where vending machines are operated, on an as-needed basis. Each Site serviced by the Contractor shall be adequately supplied with the type and number of machines necessary to service the vending needs of the County at each particular Site. The type and number of machines at a specific Site will be dependent upon such factors as requests of the County, available space, available utility outlets, and sales.

### **B. Contractor's Responsibilities**

#### **1. Equipment to be Provided**

The Contractor shall install, at no cost to the County, vending equipment at the Sites listed on Attachment 1. A list of all equipment installed at these Sites, including the name, type, serial number, counter or meter reading at time of installation and location of each piece of equipment, shall be provided to the County's Contract Manager within fifteen (15) days before execution of this Agreement. All equipment shall be equipped with "dollar bill" validators (Mars or an approved equivalent) as well as a coin and/or item counters. All equipment must have DEX/UCS included or DEX compatibility to be installed within thirty (30) days after execution of this Agreement. All equipment used in this Agreement shall be no older than five (5) years. If, within the first thirty (30) days following execution of this Agreement, the machines are not equipped with the DEX/UCS box, the Contractor must demonstrate a reliable system of accounting for sales. If the accounting system is not accepted by the County, the County reserves the right to immediately terminate this Agreement.

Either the County or the Contractor may initiate a written request for addition or deletion of vending equipment; provided, however, prior to the Contractor deleting any installed vending equipment (a vending machine), Contractor must first provide, in writing, sales data to the County Contract Manager which evidences that the vending equipment is underperforming in relation to other vending equipment that is located at other Sites. With County Contract Manager authorization, the Contractor may then change the existing mix of products



provided in the machine and/or prices for at least a thirty (30) day period in order to determine if sales improve to mutually agreeable and acceptable levels. The change in product mix would be performed based on feedback from the County's Contract Manager and the County's employees that use the machine in question. If sales do not improve to mutually agreeable and acceptable levels during the said thirty (30) day period, then the Contractor may ask for re-authorization, in writing, to either change the product mix for an additional thirty (30) day period, or contact the County's Contract Manager, in writing, providing supporting sales data including the most recent data, and request final removal of the vending machine from its then current location. If after the second thirty (30) day period sales have not improved to mutually agreeable and acceptable levels, the Contractor can, in writing, request final removal of the vending machine from its then current location.

Any disputes concerning equipment changes shall be resolved pursuant to Section VII., J., Disputes. The Contractor shall provide at each Site the type of vending equipment and supplies listed below:

- a. Cold drink and/or snack machines only;
- b. The types and number of machines that will be situated at each specific Site shall be determined as set forth herein; and
- c. Dollar validators will be required on each machine, and a separate currency changer may be required by the County.

The total number of machines allocated to each Site must be installed no later than thirty (30) days after the complete execution of this Agreement. If the County deems it necessary to delete or add additional machines after the initial installation, the County will notify the Contractor in writing. By execution of this Agreement, the Contractor agrees to such additions/deletions and shall have thirty (30) days to comply from date of the notification. Any additional machines shall be provided on the same terms and conditions as contained in this Agreement.

## 2. Products to be Provided

The approved list of products to be dispensed in the vending machines can be found on Attachment 2, Master Vending List. This list also establishes the maximum price that may be charged for each of the listed products. Contractor shall sell only those products listed on the Master Vending List or approved substitute products in vending machines placed at each Site. The County shall have the exclusive right to add or to delete any product to be dispensed in the vending machines based on volume of sales or other factors, without a formal amendment.

If the County deems it necessary to add or to delete products after the initial installation, the County will notify the Contractor in writing. By execution of this

Agreement, the Contractor agrees to such additions/deletions and shall have thirty (30) days from the date of the notification to comply. Any additions shall be provided on the same terms and conditions as contained in this executed Agreement.

Any request by Contractor to provide alternate or substituted products shall be submitted in writing and must be approved in writing by the County. Substitute products must be of the same quality and must be packaged in the same manner (proportion size, volume and/or weight, as applicable) as the product sought to be substituted. The County reserves the right to reject any request for substitution if, in the County's sole discretion, the substituted product is not of the same quality or packaging (proportion, weight, volume, etc.) as the product sought to be substituted. Requests for alternate or substituted products shall be granted or denied within ten (10) days of receipt of written request.

### 3. Services to be Provided

The Contractor shall:

- a. Collect all money from each machine and record ending meter reading for an accurate accounting of sales and collections for each machine;
- b. Submit timely Monthly Sales Reports as required under Section II., 5., Reporting;
- c. Provide all maintenance and repairs to the machines at no cost to the County, as specified in Section II., 4., Operational Requirements;
- d. Return a minimum of once-per-week to each facility, on a regularly scheduled day as determined by the County, to replenish vending stock and vending supplies, if applicable, and to clean and sanitize all machines; provided, however, Contractor may adjust the time that it returns to certain Sites if it becomes unnecessary to replenish vending stock and vending supplies once-per-week due to lower sales volumes at such Sites;
- e. Return within 24 hours prior to a County holiday, to replenish vending stock and vending supplies, if applicable, and to clean and sanitize all machines;

County holidays are as follow:

1. New Years Day
2. Birthday of Martin Luther King, Jr.
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veteran's Day Observance
7. Thanksgiving Day and the Friday after Thanksgiving
8. Christmas Eve and Christmas Day
9. President's Day
10. Good Friday

- f. Be responsible for the electrical connections for all vending machines;
- g. Respond to any request by the institution or facility for supplies, service or assistance within 24 hours of initial request; and
- h. Provide the County with an office telephone number and cell and/or pager number for at least two (2) individuals who can be reached twenty-four (24) hours per day, seven (7) days per week in regard to equipment or services to be provided.

#### 4. Operational Requirements

- a. The Contractor shall be required to have all machines installed and fully operational at Sites, within thirty (30) days of Agreement execution.
- b. The Contractor shall repair any non-functioning machine to full operating capacity within twenty-four (24) hours of notice or replace said machine within the same time period.
- c. The Master Vending List (Attachment 2) establishes the price list for all approved products. Except for increases for renewal terms, these prices will not be increased except upon written request of the Contractor and only as a result of manufacturers' price increases or increases in the cost of raw materials. Any requests for price increases to products must be submitted in writing and be accompanied by supporting documentation (i.e., proof of Contractor's wholesale purchase price increase). Approval of the increase shall be made in writing by the County. It is anticipated that for every 2.5 cent increase in wholesale purchase price of an item, an increase of no more than 5 cents may be made for that item. Requests for price increases may only be submitted to the County for approval every six months.

#### 5. Reporting

A Monthly Sales Report shall be submitted on a monthly basis to the County's Contract Manager no later than the tenth (10<sup>th</sup>) day of the previous month following the month reported. This report shall include the following:

- a. A list of gross sales of each vending machine by product name, product type and Site;
- b. Total gross sales for all Sites;
- c. Copy of the restocking reports by machine or by each institution;
- d. Commission payable to the County.

#### 6. Refunds

The Contractor will be responsible for processing all refunds. The County's Contract Manager shall review and approve the process within 30 days of Agreement execution. The Contractor shall post notices in clearly visible locations informing patrons how to request refunds. The Contractor is

responsible for making refunds of monies lost due to malfunctions of vending machines within seventy-two (72) hours of report of loss.

## 7. Equipment Ownership

The Contractor is acknowledged to be the owner of all machines, equipment and/or merchandise which may be brought upon the County's property by the Contractor, and nothing in this agreement will give the County any interest, outside of the interest stated in this Agreement, in such machines, equipment or merchandise.

## C. Contractor Staff Conduct for Facility Access

1. The Contractor or designee shall make prior arrangements with the County regarding access to the Sites for the purposes of delivering equipment, providing services or providing maintenance of equipment.

The Contractor's staff on-site shall adhere to the standards of conduct prescribed in any County personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the County.

In addition, the Contractor shall ensure that all staff adhere to the following requirements:

- a. The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the County. In providing services pursuant to this Agreement, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- b. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the County's Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Agreement.
- c. The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the County's Contract Manager or their designee within twenty four (24) hours, of the Contractor's knowledge of the incident.

## 2. Staff Background/Criminal Record Checks

- a. The Contractor's staff assigned to this project may, at County's option, be subject, at the County's expense, to a background/criminal records check. This background check may be conducted by the County and may occur or re-occur at any time during the Agreement period. In order to carry out this background check, upon request, the Contractor shall provide the County with the following data for any individual Contractor or subcontractor's staff assigned to provide services under this Agreement: Full Name, Race, Sex, Date of Birth, Social Security Number, Driver's License Number and State of Issue. The County may review the submitted proposed employee information and make a determination within five (5) business days. If requested, the Contractor shall also submit to fingerprinting for submission by the County to the Federal Bureau of Investigation (FBI) for all temporarily approved new hires.
- b. No person who has been barred from any County work release center or other facility shall provide services under this Agreement.
- c. The County has full discretion to require the Contractor to reasonably disqualify, prevent, or remove any staff from any work under this Agreement. The County is under no obligation to inform the Contractor of background check findings or criteria for disqualifications or removal.
- d. The Contractor shall not employ any individual under this Agreement who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Contractor's agency that are independent of the service to be provided under this Agreement. The objective of this provision is to ensure that no employee of the Contractor, under any such legal constraints, has contact with or access to any records of the County.
- e. The Contractor shall immediately report to the County of any new arrest, criminal charges or convictions and any active felony or misdemeanor supervision of any current employee performing services under this Agreement.
- f. The Contractor shall screen all prospective employees through referral and employment checks. The Contractor shall require that all prospective employees provide the details of any of the following criminal background information:
  1. Conviction for a felony or Class A misdemeanor.
  2. Plea of nolo contendere or plea of guilty to a crime that is a felony or Class A misdemeanor.
  3. Had adjudication of guilt withheld to a crime that is a felony or Class A misdemeanor.
  4. Current pending charges for a for a felony or Class A misdemeanor.
- g. Note that a felony or Class A misdemeanor conviction, a plea of guilty or nolo contendere to a felony or Class A misdemeanor crime, or adjudication of guilt withheld to a felony or Class A misdemeanor crime does not automatically bar

the Contractor from hiring the proposed employee. However, the County reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall make full written report to the County within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the penalty is a fine only and no jail time can be assessed) or when Contractor or Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the County.

### 3. Facility and Staff Security

- a. The Contractor employees shall display a current picture identification of the employee and be prepared to provide the County, upon request, with his/her Driver's License or State of Texas ID card.
- b. The Contractor shall ensure that staff wears attire suitable for the position, either a standard uniform or business casual dress.
- c. Contractor staff shall be subject to searches of their person or searches of equipment and/or products at any time when entering any County detention or jail facility.
- d. The Contractor's staff shall be subject to the requirements of Section II., C., of this Agreement and may be denied access to the facility by the County.

### D. County's Responsibilities

The County will:

1. Verify the counter or meter reading of Contractor's machines at time of installation;
2. Provide utilities to operate machines;
3. At its sole option and discretion, conduct background checks on Contractor employees, at no cost to the Contractor, who are responsible for carrying out the services under this Agreement.
4. Grant the Contractor or designee access to the County's Sites, subject to any safety concerns or issues, between the hours of 8:00 a.m. and 5:00 p.m. for the purposes of providing service, equipment or maintenance. The Contractor may be granted access to a facility at times other than 8:00 a.m. to 5:00 p.m. to complete these services only if approved by the County in advance; and
5. Assume no liability for damage to equipment or loss of inventory or funds and shall not be liable for same.

## E. Monitoring and Evaluation

The County's Contract Manager or designated County staff will perform monitoring during the term of this Agreement, but not less than once a year to ensure contract compliance. Monitoring shall include periodic review of compliance with contract service delivery including but not limited to, review of the specific Agreement requirements such as:

1. Reporting Submission
2. Operations performance
3. Equipment performance
4. Equipment maintenance

If issues of non-compliance are identified during County's monitoring, the County may provide a written report to the Contractor following the monitoring visit. When issues of non-compliance are identified in the monitoring report, a written Corrective Action Plan (CAP) will be required of the Contractor. The CAP is to be submitted to the County's Contract Manager within ten (10) days of receipt of the monitoring report. If necessary, a follow-up monitoring visit will be scheduled by the Contract Manager, and will occur within thirty (30) days of the original monitoring visit at which time full compliance must be met. Failure to correct deficiencies after thirty (30) days of receipt of a written monitoring report notating the deficiencies may result in County's determination of breach of contract and termination of this Agreement.

The County reserves the right for any County staff to make scheduled or unscheduled, announced or unannounced visits to the Contractor's place of business.

## III. COMPENSATION

### A. Payment

The Contractor will compensate the County for services specified in Section II, Scope of Service, as delineated below:

1. The Contractor will compensate the County with a commission of xx.xx% of gross revenues after taxes (ex: \$x.00 – \$0.xx sales tax = \$0.xx x xx.xx% = \$.xx commission) from the operation of said equipment and the sale of food and beverages. Such payments shall be made by the 10th day of each month for the previous month revenue.
2. The County shall have the right to accompany the Contractor when the revenue is collected from the equipment and conduct a hard count of

the money on-site, which consists of counting the money with a portable coin counter that shall be provided by the Contractor.

## **B. Official Payee**

The Contractor agrees that each payment will include a detailed accounting of how the commission was arrived at in detail sufficient for a pre-audit and post-audit thereof. The Contractor shall submit monthly payments and records to the Williamson County Auditor and a copy of the records to the County's Contract Manager as identified in Section IV., A. The Williamson County Auditor's Office shall review, verify, deny and/or approve the above referenced accountings, reports and payments provided by Contractor.

Williamson County Auditor  
Accounts Payable Department  
710 S. Main Street  
Georgetown, Texas 78626

## **C. Travel Expenses**

The County shall not be responsible for the payment of any travel expense for the Contractor that occurs as a result of this Agreement.

## **D. Contractor's Expenses**

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Agreement, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Agreement.

## **E. Tax Exemption**

County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by County. Exemption certificates will be provided to contractors and suppliers upon request.

## **F. Renewal Prices**

In the event the County chooses to extend this Agreement and the Contractor agrees to such extension, the prices of the food and beverages for each extended period shall be adjusted based on the seasonally adjusted Consumer Price Index for All Urban Consumers (CPI-U) for food and beverages in the State of Texas.



## **G. Change of Circumstance**

The commission rate(s) and prices are based, in part, on assumptions regarding population, hours of operation, other conditions on the Premises, labor costs, product costs, fuel costs, Federal, state, and local tax structure, and any other levy or tax that impacts Contractor's services ("Factors"). If there are changes in such Factors, Contractor may modify the commission rate(s) and/or prices upon thirty (30) days prior written notice to County, which shall be noted on commission statements and/or the remittance advice. Furthermore, in lieu of price increases per Section F above, Contractor may, upon thirty (30) days prior written notice, modify the commission rate(s). It is acknowledged and understood that County may terminate this Agreement, at its will upon thirty (30) calendar days notice in accordance with the termination rights set forth under Section VI below, if County determines, in its sole discretion, that Contractor's modification of the commission rates and/or prices is unreasonable or excessive.

## **IV. CONTRACT MANAGEMENT**

### **A. County's Contract Manager**

The Contract Manager for this Agreement will be:

Gary Wilson  
Director of Facilities  
3101 SE Inner Loop  
Georgetown, TX 78626  
Phone: (512) 943-1636

The Contract Manager will perform the following functions:

1. Serve as the liaison between the County and the Contractor;
2. Verify receipt of deliverables from the Contractor;
3. Monitor the Contractor's progress;
4. Assist in evaluating the Contractor's performance;
5. Process all amendments, renewals and terminations of this Agreement;  
and
6. Assist in evaluating Contractor performance upon completion of the overall Agreement. This evaluation will be placed on file and will be considered if the Agreement is subsequently used as a reference in future procurements;
7. Maintain the official Agreement file; and
8. Maintain the official records of all formal correspondence between the County

and the Contractor.

## **B. Contractor's Representative**

The name, title, address and telephone number of the Contractor's representative responsible for administration and performance under this Agreement is:

Vendor Name

Title

Address

Address

Phone:

Fax:

Email:

## **D. Contract Management Changes**

After execution of this Agreement, any changes in the information contained in Section IV., Contract Management, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official record.

## **V. MODIFICATIONS**

Modifications to the provisions of this Agreement, with the exception of Section IV., Contract Management, shall be valid only through execution of a formal amendment.

## **VI. TERMINATION**

### **A. Termination at Will**

This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notices of termination shall be delivered by certified mail (return receipt requested) to the non-terminating party.

### **B. Termination for Cause**

If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the

breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

### **C. Termination for Unauthorized Employment**

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of this Agreement.

## **VII. CONDITIONS**

### **A. Records**

#### **1. Public Records Law**

It is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

#### **2. Audit Records**

- a. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement, and agrees to provide a financial and compliance audit to the County or to the Office of the Williamson County Auditor and to ensure that all related party transactions are disclosed to the auditor.

- b. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to this Agreement.

3. Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Agreement for a period of five (5) years following the termination of this Agreement. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the County and the terms of this Agreement. Copies of all records and documents shall be made available for the County upon request. All records and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in Section IV., B., Contractor's Representative for the duration of the period referenced above. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of five (5) years following termination of the Agreement, or, if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the County of the location of all records pertaining to this Agreement and shall notify the County by certified mail within ten (10) days if/when the records are moved to a new location.

## **B. Materials with Recycled Content**

It is expressly understood and agreed that Contractor must provide recycling receptacles in and around the Sites where any recyclable products or materials are sold pursuant to this Agreement.

## **D. Employment of County Personnel**

The Contractor shall not knowingly engage in this project, on a full-time, part-time, or other basis during the period of this Agreement, any current employee of the County.

## **E. Non-Discrimination**

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Agreement.

## **F. Americans with Disabilities Act**

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the County.

## **G. Indemnification**

**THE CONTRACTOR SHALL BE LIABLE, AND AGREES TO BE LIABLE FOR, AND SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY, ITS EMPLOYEES, AGENTS, OFFICERS, HEIRS, AND ASSIGNEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, JUDGMENTS, OR DAMAGES INCLUDING COURT COSTS AND ATTORNEY'S FEES ARISING OUT OF NEGLIGENT ACTS OR OMISSIONS BY THE CONTRACTOR, OR ITS EMPLOYEES OR AGENTS, IN THE COURSE OF THE OPERATIONS OF THIS AGREEMENT, INCLUDING ANY CLAIMS OR ACTIONS BROUGHT UNDER TITLE 42 USC §1983, THE CIVIL RIGHTS ACT.**

## **H. Contractor's Insurance**

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Agreement. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the County under this Agreement. Upon the execution of this Agreement, the Contractor shall furnish the County's Contract Manager written verification of such insurance coverage. The County reserves the right to require additional insurance where appropriate. Contractor's insurance shall be primary as to any other existing, valid, and collectible insurance that is maintained or carried by County.

## **I. County's Insurance**

County does not carry or maintain general liability insurance coverage since tort claims against the County are subject to the liability and damage limitations of the Texas Tort Claims Act. Thus, County has chosen to self-insure rather than to obtain insurance coverage for such residual liability, if any. The full faith and credit of the County, therefore, stands behind any lawful tort claims against it, its officials, employees, or agents.

## **J. Independent Contractor Status**

The Contractor shall be considered an independent contractor in the performance of its duties and responsibilities under this Agreement. The County shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

## **K. Disputes**

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available under this Agreement or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

## **L. Copyrights, Right to Data, Patents and Royalties**

The County shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all non-confidential/non-proprietary information and data developed, derived, documented, or furnished by the Contractor under this Agreement. All documentation produced as part of the Agreement shall become the exclusive property of the County, and may not be copied or removed by any employee of the Contractor without express written permission of the County.

## **M. Subcontracts**

The Contractor is fully responsible for all work performed under this Agreement. The Contractor may, upon receiving written consent from the County's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under this Agreement. No subcontract, which the Contractor enters into with respect to performance of any of its functions under this Agreement, shall in any way relieve the Contractor of any responsibility for the performance

of its duties. All payments to subcontractors shall be made by the Contractor. If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the County. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this Agreement. Failure by the Contractor to pay the subcontractor within seven (7) working days result in the County's termination of this Agreement.

#### **N. Assignment**

Except to an affiliated entity, neither party shall assign its responsibilities or interests under this Agreement to another party without prior written approval of the other party.

#### **O. Force Majeure**

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

#### **P. Severability**

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Agreement can still be determined and effectuated.

#### **Q. Verbal Instructions**

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications that are in writing from the County's staff identified in Section IV., Contract Management, of this Agreement shall be considered a duly authorized expression on behalf of the County. Only communications from the Contractor's representative identified in Section IV., B., which are in writing and signed, will be recognized by the County as duly authorized expressions on behalf of the Contractor.

**R. Conflict of Interest**

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the County for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the County shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the County.

The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Agreement.

**S. Governing Law and Venue**

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

**T. No Third Party Beneficiaries**

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

**U. Waiver**

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.



**V. No Waiver of Immunities**

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

**W. No Indemnification by County**

Contractor acknowledges and agrees that under the Constitution and the laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless any other party, including but not limited to Contractor; therefore, all references of any kind to County indemnifying, holding or saving harmless any other party, including but not limited to Contractor, for any reason whatsoever are hereby deemed void and deleted.

**X. Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors, executors, administrators, and assigns.

**Y. Incorporation of Exhibits and Attachments**

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

**Z. Construction**

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

**AA. Execution in Counterparts**

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

**BB. Conflicting Terms**

In interpreting this Agreement, the County's Request for Proposal for Snack and Beverage Machine Services (Proposal No. 1709-189), and the Contractor's Proposal in response to said Request for Proposal, and resolving any conflicts

and/or ambiguities between the terms and conditions of said documents, the terms and conditions of this Agreement shall take precedence over the terms and conditions of the County's Request for Proposal for Snack and Beverage Machine Services (Proposal No. 1709-189) and the Contractor's Proposal in response to said Request for Proposal; as well as any inconsistencies between this Agreement and said documents.

### **CC. Entire Agreement**

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement.

**IN WITNESS THEREOF**, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized to be effective as the last party's execution hereof.

### **CONTRACTOR:**

XXXXXXXXXX

SIGNED BY: \_\_\_\_\_

PRINTED NAME:

TITLE:

DATE: \_\_\_\_\_, 2014

FE ID #:

### **WILLIAMSON COUNTY, TEXAS**

SIGNED BY: \_\_\_\_\_

Dan A. Gattis,  
Williamson County Judge

DATE: \_\_\_\_\_, 20\_\_\_\_

## **ATTACHMENT 1 SITES**

**ATTACHMENT 2**  
**Master Vending List**

**Vending Product List for Williamson County**

“VENDOR” WILL PAY WILLIAMSON  
COUNTY A COMMISSION RATE **OF XX.XX%** OF NET SALES EACH MONTH  
ON THE VEND PRICE TABLE LISTED BELOW.

## PROPOSAL AFFIDAVIT

**This form must be completed, signed, notarized and returned with Proposal package**

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

<b>Name of Respondent:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>Address of Respondent:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>Email:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>Telephone:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>Printed Name of Person Submitting Affidavit:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>Signature of Person Submitting Affidavit:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>

### **Cooperative Purchasing Program**

**Check one of the following options below.** A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

---

**\*If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.\***

BEFORE ME, the undersigned authority, a Notary Public, personally appeared [ ] (Name of Signer), who after being by me duly sworn, did depose and say: "I, [ ], (Name of Signer) am a duly authorized officer of/agent for [ ] (Name of Respondent) and have been duly authorized to execute the foregoing on behalf of the said [ ] (Name of Respondent).

SUBSCRIBED AND SWORN to before me by the above-named [ ] on this the [ ] day of [ ], 20[ ].

[ ]  
Notary Public in and for

The State of [ ]

The County of [ ]

**SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYSN ELECTRONICALLY.**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>Form</b> <b>CIQ</b>
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<b>OFFICE USE ONLY</b>  Date Received <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
1	<b>Name of person doing business with local governmental entity.</b> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
2	<p style="text-align: center;"><b>Check this box if you are filing an update to a previously filed questionnaire.</b></p> <div style="display: flex; align-items: center;"> <input type="checkbox"/> <div style="margin-left: 10px;"> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> </div> </div>	
3	<p><b>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</b></p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <div style="text-align: right; position: relative; height: 100px;"> <div style="position: absolute; top: 0; right: 0; width: 20px; height: 20px; text-align: center;">5</div> <div style="position: absolute; bottom: 0; right: 0; width: 20px; height: 20px; text-align: center;">6</div> </div>	
4	<p><b>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</b></p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <div style="text-align: right; position: relative; height: 100px;"> <div style="position: absolute; top: 0; right: 0; width: 20px; height: 20px; text-align: center;">5</div> <div style="position: absolute; bottom: 0; right: 0; width: 20px; height: 20px; text-align: center;">6</div> </div>	



<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>Form</b> <b>CIQ</b> <b>Page 2</b>
5	<p><b>Name of local government officer with whom filer has affiliation or business relationship.</b>  <b>(Complete this section only if the answer to A, B, or C is YES.)</b></p> <p>This section, item 5 including subparts A, B, C &amp; D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
	<p><b>6. Describe any other affiliation or business relationship that might cause conflict of interest:</b></p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
7	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%; border-bottom: 1px solid black; height: 20px;"></div> <div style="width: 35%; border-bottom: 1px solid black; height: 20px;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>Signature of person doing business with the governmental entity</span> <span>Date</span> </div>	
	<b>Signature not required if completing in BIDSYNC electronically.</b>	

## Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

### **Reference 1**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

### **Reference 2**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

### **Reference 3**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

5

6

## Question and Answers for Bid #1709-189 - Vending Machine Services

### Overall Bid Questions

There are no questions associated with this bid.

**Commissioners Court - Regular Session****45.****Meeting Date:** 09/26/2017

Jail Psychiatric Medical Doctor renewal

**Submitted For:** Randy Barker**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Ghulan M. Kahn, M.D., for Psychiatric Services at the Williamson County Jail.

**Background**

This is the 4th renewal of the agreement and will cover the term October 1, 2017 - September 30, 2018.

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**Fiscal Impact**

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

Ghulan M. Kahn, M.D. renewal

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Dianne West  
Final Approval Date: 09/21/2017

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

09/21/2017 10:48 AM  
09/21/2017 10:59 AM  
Started On: 09/21/2017 09:23 AM

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

**Date:** To be effective as of October 1, 2017

**Provider:** Ghulam M. Kahn, M.D.

**Provider's Mailing Address:**

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

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

**County's Mailing Address:**

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

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

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

**Extension of the Agreement:**

In accordance with Article II of the Agreement, the Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1, 2017 and ending on midnight of September 30, 2018 ("Extended Term").

**Amendment of Agreement Terms, Covenants and Conditions**

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

**ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:**

**COUNTY:**

Williamson County, Texas

\_\_\_\_\_  
Dan A. Gattis,  
Williamson County Judge

**PROVIDER:**

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



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

**Commissioners Court - Regular Session****46.****Meeting Date:** 09/26/2017

Jail Dentist renewal - Todd Harris, P.C.

**Submitted For:** Randy Barker**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Todd Harris, P.C. for Dental Services at the Williamson County Jail.

**Background**

This is 7th agreement renewal and will cover the term October 1, 2017 - September 30, 2018.

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**Fiscal Impact**

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

Jail Dentist renewal - Todd Harris, P.C.

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Dianne West  
Final Approval Date: 09/21/2017

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

09/21/2017 10:49 AM  
09/21/2017 10:59 AM  
Started On: 09/21/2017 09:37 AM



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

**Date:** To be effective as of October 1, 2017

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

**Provider's Mailing Address:**

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

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

**County's Mailing Address:**

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

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

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

**Agreement to the Agreement:**

The Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1, 2017 and ending on midnight of September 30, 2018 ("Extended Term").

**Amendment of Agreement Terms, Covenants and Conditions**

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

**ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:**

**COUNTY:**

Williamson County, Texas

\_\_\_\_\_  
Dan A. Gattis,  
Williamson County Judge

**PROVIDER:**

Todd C. Harris, P.C.

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

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

Representative Capacity: \_\_\_\_\_

**Commissioners Court - Regular Session****47.****Meeting Date:** 09/26/2017

Medical Doctor Services for Jail renewal - Adam Barta, M.D.

**Submitted For:** Randy Barker**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Adam Barta, M.D. for Medical Services at the Williamson County Jail.

**Background**

This is the 7th agreement renewal and will cover the term October 1, 2017 - September 30, 2018.

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**Fiscal Impact**

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

Signed renewal form for Adam Barta, M.D.

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Dianne West  
Final Approval Date: 09/21/2017

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

09/21/2017 10:50 AM  
09/21/2017 10:59 AM  
Started On: 09/21/2017 09:45 AM

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

**Date:** To be effective as of October 1, 2017

**Provider:** Adam Barta, M.D.

**Provider's Mailing Address:**

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

*4216 Venado Dr*

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

**County's Mailing Address:**

County of Williamson  
c/o: Sheriff Robert Chody  
Williamson County Sheriff's Office  
508 S. Rock Street  
Georgetown, Texas 78626

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

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

**I. Amendment of Agreement Terms, Covenants and Conditions**

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

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

**II. Extended Term:**

The PROVIDER and COUNTY hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1, 2017 and ending on midnight of September 30, 2018

**ACCEPT AND AGREED TO AS TO FORM AND SUBSTANCE:**

**COUNTY:**

Williamson County, Texas

\_\_\_\_\_  
Dan A. Gattis,  
Williamson County Judge

**PROVIDER:**

Adam Barta, M.D.

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

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

*Adam Barta*

Representative Capacity: \_\_\_\_\_

**Commissioners Court - Regular Session****48.****Meeting Date:** 09/26/2017

Extension for Risk Policies

**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on extending the Risk Policies Contract Agreement for the same terms and conditions as the existing contract with Texas Association of Counties (TAC) Risk Management Pool to include associated price increases.

**Background**

This is the first renewal for the term of October 1, 2017 - September 30, 2018. The TAC Risk Policies include Property, Auto Liability, Auto Physical Damage, Law Enforcement Liability, and Public Officials Liability.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Summary Agreement for RenewalLiability Contribution & Coverage DeclarationsProperty Contribution & Coverage Declarations

---

**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Kerstin Hancock  
Final Approval Date: 09/22/2017

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

09/22/2017 08:58 AM  
09/22/2017 09:01 AM  
Started On: 09/22/2017 08:29 AM



## Summary Agreement for Renewal of Williamson County Contract

<b>Purchase/Contract Type:</b>	Services	<b>Department:</b>	Human Resources
<b>Vendor Name:</b>	Texas Association of Counties Risk Management Pool		
<b>Vendor Address:</b>	P.O. Box 2131, Austin, TX 78768		
<b>Purpose/Intended Use of Product or Service (summary):</b>			
Risk Policies: Property, Auto Liability, Auto Physical Damage, Law Enforcement Liability, Public Officials Liability			
<b>P.O./Contract Number:</b>	1606-096	<b>Effective Date:</b>	10/01/2017
<b>Purchaser/Contract Specialist:</b>	Dianne West	<b>Expiration Date:</b>	09/30/2018
<b>Requested By:</b>	Tara Raymore, Senior Director of Human Resources		
<b>Detailed description of renewal of product and/or service.</b>			
<ul style="list-style-type: none"> <li>Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.</li> <li>Extend Contract for the 1<sup>st</sup> of four (4) annual extension option periods:</li> </ul>			
Renewal Option Period 1		October 1, 2017 – September 30, 2018	
Initial Contract Period		October 1, 2016 – September 30, 2017	
<b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN</b>			
Vendor	Texas Association of Counties RMP		Williamson County, 710 Main St., Georgetown, TX 78626
Name	Tracy Seiler		Dan A. Gattis
Title	Risk Management Services Director		Williamson County Judge
Signature	Tracy L. Seiler		Signature _____
Date	9/21/17		Date _____



# TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

## Liability Contribution & Coverage Declarations

Member: Williamson County

Coverage Period: October 1, 2017 through October 1, 2018

This Contribution & Coverage Declarations (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sub-limits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

AUTO LIABILITY	Limits of Liability	Deductible Per Occurrence	Contribution
Bodily Injury Liability - Each Person	\$100,000		
Bodily Injury Liability - Each Accident	\$300,000	\$1,000	\$106,908
Property Damage Liability - Each Accident	\$100,000		\$102,591
<b>Included Coverage</b>			
Personal Injury Protection	\$5,000	No deductible	Included
<b>AUTO LIABILITY CONTRIBUTION</b>			\$106,908

\$102,591

AUTO PHYSICAL DAMAGE	Limits of Liability	Deductible Per Covered Auto	Contribution
Comprehensive Coverage	The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality	\$2,500	
Collision Coverage	The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality	\$2,500	\$114,354
<b>AUTO PHYSICAL DAMAGE CONTRIBUTION</b>			\$114,354

\$102,820

LAW ENFORCEMENT LIABILITY	Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution
Law Enforcement Liability	10/01/2016	\$2,000,000 Per Claim \$2,000,000 Aggregate	\$25,000	\$250,589
<b>Optional Coverage</b>				
District Judge	10/01/2016	Per Endorsement		\$5,012
<b>Covered Law Enforcement Departments or Agency</b>				\$3,702
Williamson County Attorney's Office Williamson County Constable's Offices Williamson County Employees Of The District Attorney's Office Williamson County Juvenile Probation Department Williamson County Sheriff's Office				
<b>LAW ENFORCEMENT LIABILITY CONTRIBUTION</b>				\$255,601



<b>PUBLIC OFFICIALS LIABILITY</b>	<b>Retroactive Date</b>	<b>Limits of Liability</b>	<b>Deductible Per Claim</b>	<b>Contribution</b>
Public Officials Liability	09/01/2013	\$2,000,000 Per Claim \$2,000,000 Aggregate	\$25,000	\$185,803 <i>\$181,911</i>
<i>New</i> Privacy or Security Event Liability and Expense Coverage	10/1/2017	\$2,000,000 General Aggregate	\$25,000	<i>New</i>
<b>Optional Coverage</b>				
District Judge	09/01/2013	Per Endorsement	<i>\$3,638</i>	\$3,716
District Attorney – Malicious Prosecution	09/01/2013	Per Endorsement	<i>\$3,638</i>	\$3,716
<b>Split Retroactive Coverage Dates</b>				
<i>New</i> Privacy or Security Event Liability and Expense Coverage	05/01/2015	\$1,000,000 General Aggregate		<i>New</i>
<b>Coverage with Separate Deductibles</b>				
County Clerk	01/01/2014		\$1,000	\$3,360
District Clerk	01/30/2014		\$1,000	\$3,360
<b>PUBLIC OFFICIALS LIABILITY CONTRIBUTION</b>				<b>\$199,955</b> <i>\$195,907</i>

#### **TOTAL CONTRIBUTIONS**

**\$676,818**

This is not an invoice. An invoice will be submitted to the Pool Coordinator.

*\$590,134*

#### **NOTICE OF ACCIDENT/CLAIM**

Notice of an accident or claim (including service of process, if any) is to be delivered immediately to the Pool via the Texas Association of Counties Claims Department at:

Texas Association of Counties  
Attention: CLAIMS  
P. O. Box 2131  
Austin, Texas 78768  
Fax Number: 512-615-8942  
Email: claims-cs@county.org

Any notice of claim and/or related documents should be mailed to the above immediately or by fax or email.

#### **CONDITIONS**

**Coverage:** This CCD is to outline limits, deductibles, and contributions only. All coverage is subject to the terms, conditions, definitions, exclusions, and sub-limits described in the Coverage Documents, any endorsements, and the IPA.

**Claims Reporting:** The Named Member shall submit claims to the Pool as set forth in each applicable Coverage Document or as otherwise required by the Pool or state law.



# TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

## Property Contribution & Coverage Declarations - Proposal

Member: Williamson County

Coverage Period: October 1, 2017 through October 1, 2018

This proposal Contribution & Coverage Declarations (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sub-limits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

PROPERTY	Per Occurrence Limits	Deductible Per Occurrence	Contribution	Select Coverage
<b>Property Limits</b>	<b>TOTAL COVERED VALUE</b>			
All Other Perils- any other covered loss except those addressed with separate deductibles	was \$283,847,843 \$266,930,000	\$25,000	\$186,793 \$174,277	<input type="checkbox"/>
<b>Coverage with Increased Limits</b>	<b>Sublimits</b>			
Gross Earnings and Extra Expense	\$1,500,000	\$25,000	\$1,403	<input type="checkbox"/>
<b>Coverage with Separate Deductibles</b>				
Flood- Special Hazard Zones- Excess of National Flood Insurance Program Limits	\$2,500,000	Not to exceed \$500,000 per building Not to exceed \$500,000 per contents	Included	
Flood- Except Special Hazard Zones	5M \$10,000,000	\$25,000	Included	
Earthquake	\$10,000,000 Annual Aggregate 5M	\$25,000	Included	
Equipment Breakdown	25M \$50,000,000	\$25,000	Included	
Law Enforcement Animals	\$30,000	\$1,000	Included	
Crime	\$100,000	\$1,000	Included	
<b>Optional Coverage</b>				
Mobile Equipment	As Scheduled	\$1,000	\$10,514 \$7,336	<input type="checkbox"/>
<b>PROPERTY CONTRIBUTION</b>			<b>\$198,710</b>	

**TOTAL CONTRIBUTION**

**\$198,710**

\$183,016

### NOTICE OF ACCIDENT/CLAIM

Notice of an accident or claim (including service of process, if any) is to be delivered immediately to the Pool via the Texas Association of Counties Claims Department at:

Texas Association of Counties  
Attention: CLAIMS  
P. O. Box 2131  
Austin, Texas 78768

**Commissioners Court - Regular Session****49.****Meeting Date:** 09/26/2017

Line Item Transfer Authorization for Balance of Fiscal Year 17 09-26-2017

**Submitted For:** Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action authorizing the County Auditor to make any line item transfers necessary to complete the 2016-2017 budget within individual funds:

**Background**

This is an annual agenda item. Each year when the budget year ends, this authorization allows the County Auditor's Office to move monies around to cover any deficits within and between departmental lines.

---

**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: Angela Schmidt

Final Approval Date: 09/21/2017

**Reviewed By**

Wendy Coco

**Date**

09/21/2017 09:39 AM

Started On: 09/20/2017 03:20 PM

**Commissioners Court - Regular Session****50.****Meeting Date:** 09/26/2017

Balance Upcoming Fiscal Year Budget 09-26-2017

**Submitted For:** Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action authorizing the County Auditor to transfer sufficient monies from cash ending balance of fiscal year 2016-2017 to balance the county budget for 2017-2018.

**Background**

This action is necessary for the budgets to be legally balance and adopted each fiscal year.

---

**Fiscal Impact**

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

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 09/21/2017

**Reviewed By**

Wendy Coco

**Date**

09/21/2017 09:39 AM

Started On: 09/20/2017 03:25 PM

**Commissioners Court - Regular Session****51.****Meeting Date:** 09/26/2017

Animal Shelter Donations BA 09-26-2017

**Submitted For:** Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for Animal Shelter Donations:

**Background**

This is for donation collections from July 2017 through mid September 2017.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	\$25,474.71
	0546.0000.367440	Jane's Fund Donations	\$6,821.84
	0546.0000.367441	ASPCA Donations	\$0.00
	0546.0000.367442	Play Yard Donation	\$420.00
	0546.0000.367443	Heart Worm Trmt Donations	\$3,214.01
	0546.0000.367445	Sit Team Donations	\$100.00
	0546.0000.370150	Sale of Pet Care Products	\$1,059.44

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 09/21/2017

**Reviewed By**

Wendy Coco

**Date**

09/21/2017 09:39 AM

Started On: 09/20/2017 02:17 PM

**Commissioners Court - Regular Session****52.****Meeting Date:** 09/26/2017

Animal Shelter Donations BA 09-26-2017

**Submitted For:** Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment acknowledging additional expenditures for the use of Animal Shelter Donations:

**Background**

This is for donation collections from July 2017 through mid September 2017.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	\$1,059.44
	0546.0546.003670	Use of Donations	\$25,474.71
	0546.0546.004100	Professional Services	\$6,821.84
	0546.0546.004109	Special Needs	\$0.00
	0546.0546.004232	Training	\$100.00
	0546.0546.004509	Facility Enhancements	\$420.00
	0546.0546.004975	Animal Medical Care	\$3,214.01

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 09/21/2017

**Reviewed By**

Wendy Coco

**Date**

09/21/2017 09:39 AM

Started On: 09/20/2017 02:31 PM

**Commissioners Court - Regular Session****53.****Meeting Date:** 09/26/2017

SO Donations BA 09-26-2017

**Submitted For:** Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

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

**Background**

Nick Boris donated \$630.00 to Williamson County Sheriff's Office for the purchase of Personal Flotation Devices (PFD) for the WCSO deputies to use while on duty.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	\$630.00

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 09/21/2017

**Reviewed By**

Wendy Coco

**Date**

09/21/2017 09:39 AM

Started On: 09/20/2017 02:48 PM

**Commissioners Court - Regular Session****54.****Meeting Date:** 09/26/2017

SO Donations BA 09-26-2017

**Submitted For:** Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

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

**Background**

Nick Boris donated \$630.00 to Williamson County Sheriff's Office for the purchase of Personal Flotation Devices (PFD) for the WCSO deputies to use while on duty.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0560.003670	Use of Donations	\$630.00

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 09/21/2017

**Reviewed By**

Wendy Coco

**Date**

09/21/2017 09:39 AM

Started On: 09/20/2017 02:52 PM



**Commissioners Court - Regular Session****55.****Meeting Date:** 09/26/2017

Park Donations BA 09-26-2017

**Submitted For:** Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

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

**Background**

Donations total \$178.00 for firewood from various patrons.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$178.00

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 09/21/2017

**Reviewed By**

Wendy Coco

**Date**

09/21/2017 09:39 AM

Started On: 09/20/2017 02:57 PM

**Commissioners Court - Regular Session****56.****Meeting Date:** 09/26/2017

Park Donations BA 09-26-2017

**Submitted For:** Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

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

**Background**

Donations total \$178.00 for firewood from various patrons.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$178.00

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 09/21/2017

**Reviewed By**

Wendy Coco

**Date**

09/21/2017 09:39 AM

Started On: 09/20/2017 03:00 PM

**Commissioners Court - Regular Session****57.****Meeting Date:** 09/26/2017

Mobile Outreach Team Clinical Training Supplement BA 09-26-2017

**Submitted For:** Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional revenues for the Mobile Outreach Team:

**Background**

The county has contracted with Texas A&M University Health and Science Center (TAMUHSC) to provide clinical training experience for TAMUHSC students. The sum of \$100.00 per unit is paid to the county when the student is supervised directly by the Mobile Outreach Team. The county employee supervising the student is paid a stipend for the training. The Budget Amendment is recognizing the additional revenue and expenditures related to the training. The Budget Amendment reflects the 4th Quarter 2017 Training.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payments From Other Entities	\$700.00

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 09/21/2017

**Reviewed By**

Wendy Coco

**Date**

09/21/2017 09:39 AM

Started On: 09/20/2017 03:06 PM

**Commissioners Court - Regular Session****58.****Meeting Date:** 09/26/2017

Mobile Outreach Team Clinical Training Supplement BA 09-26-2017

**Submitted For:** Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional expenditures for the Mobile Outreach Team:

**Background**

The county has contracted with Texas A&M University Health and Science Center (TAMUHSC) to provide clinical training experience for TAMUHSC students. The sum of \$100.00 per unit is paid to the county when the student is supervised directly by the Mobile Outreach Team. The county employee supervising the student is paid a stipend for the training. The Budget Amendment is recognizing the additional revenue and expenditures related to the training. The Budget Amendment reflects the 4th Quarter 2017 Training.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0341.001920	Medical School Stipend	\$555.45
	0100.0341.002010	FICA	\$42.49
	0100.0341.002020	Retirement	\$74.27
	0100.0341.002050	Worker's Comp	\$27.79

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**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 09/21/2017

**Reviewed By**

Wendy Coco

**Date**

09/21/2017 09:39 AM

Started On: 09/20/2017 03:16 PM

**Commissioners Court - Regular Session****59.****Meeting Date:** 09/26/2017

SO Donations BA 09-26-2017

**Submitted For:** Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the Sheriff's Office Victim's Assistance Donations:

**Background**

Donations include \$50.00 cash donation from a generous patron.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	\$50.00

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 09/21/2017

**Reviewed By**

Wendy Coco

**Date**

09/21/2017 09:39 AM

Started On: 09/20/2017 03:42 PM

**Commissioners Court - Regular Session****60.****Meeting Date:** 09/26/2017

SO Donations BA 09-26-2017

**Submitted For:** Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an order decalring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the use of Sheriff's Office Victim's Assistance Donations:

**Background**

Donations include \$50.00 cash donation from a generous patron.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0560.003671	VA Donations	\$50.00

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 09/21/2017

**Reviewed By**

Wendy Coco

**Date**

09/21/2017 09:39 AM

Started On: 09/20/2017 03:45 PM

**Commissioners Court - Regular Session****61.****Meeting Date:** 09/26/2017

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
- f) Texas State Gold Depository
- g) Project New World
- h) Coop District Development

**Background**

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**Fiscal Impact**

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

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/21/2017

**Reviewed By**

Wendy Coco

**Date**

09/21/2017 11:54 AM

Started On: 09/21/2017 11:17 AM

## Commissioners Court - Regular Session

62.

**Meeting Date:** 09/26/2017

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 N. 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 Easement interests for the Brushy Creek Trail Project.
- k) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.
- l) Discuss the acquisition of a drainage easement for CR 108.
- m) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
- n) Discuss the acquisition of real property for CR 278 @ Bagdad Rd.
- o) Discuss the acquisition of real property for Seward Junction SE Loop.
- p) Discuss the acquisition of real property for US 183.
- q) Discuss the acquisition of real property for Hairy Man Rd.
- r) Discuss the acquisition of real property for SW Bypass.
- s) Discuss the acquisition of real property for Crossroad Acres.
- t) Discuss proposed acquisition of real property on CR 138.
- u) Discuss proposed acquisition of real property at Highland Springs Lane.
- v) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- w) Discuss Cedar Hollow low water crossings and Lost River.
- x) Discuss the acquisition of real property- Condra Funeral Home- Taylor, Texas
- y) Discuss the acquisition of real property- S&D Plumbing- Taylor, Texas
- z) Discuss the acquisition of Real Estate for Tower Site.

##### 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.
- i) Discuss possible sale or exchange of property at 350 Exchange Boulevard, Hutto, Texas
- j) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
- k) Discuss possible sale/disposition of a portion of CR 117.
- l) Discuss possible sale or exchange of property to LCRA.



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

## Background

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### Fiscal Impact

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

*No file(s) attached.*

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### Form Review

#### Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/21/2017

#### Reviewed By

Wendy Coco

#### Date

09/21/2017 11:54 AM

Started On: 09/21/2017 11:15 AM