# NOTICE TO THE PUBLIC WILLIAMSON COUNTY COMMISSIONER'S COURT October 1, 2019 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. 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.
- 3. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please 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 4-21)

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

### **Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0435-004998	All Dist Cts/Contingencies	\$16,001.73
То	0100-0435-001100	All Dist Cts/FT Salary	\$13,096.85
То	0100-0435-002010	All Dist Cts/FICA	\$1,001.91
То	0100-0435-002020	All Dist Cts/Retirement	\$1,902.97

- **5.** Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 09/01/2019 through 09/30/2019.
- 6. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction for the period of 09/01/2019 through 09/30/2019.

- 7. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Inter-departmental Transfer for the period of 09/01/2019 through 09/30/2019.
- **8.** Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
- 9. Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 thru 09/24/2019 for the Williamson County Tax Assessor/Collector.
- **10.** Discuss, consider and take action on approving the Investment Report for the Quarter ending June 30, 2019 which was approved by the Investment Committee on July 29, 2019.
- **11.** Discuss and take appropriate action on accepting a donation to Williamson County Justice Court Precinct 2 Mentor Program from Hill Country Bible Church Austin in the amount of \$1,000.00.
- **12.** Discuss, consider and take appropriate action on approving an affiliation agreement with Texas A&M University Health Science Center.
- 13. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Paper Retriever of Texas, LLC to provide disposal of bins around Williamson County in the amount of \$510.00 per month and authorizing execution of the agreement.
- 14. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement regarding off duty contracting of County Sheriff Deputies with Celebration Church (Traffic control and security during various church services).
- **15.** Discuss, consider and take any appropriate action to set a public hearing pursuant to Tex. Transp. Code § 251.152 regarding proposed street name change in Pct. 3 for a portion of CR 176 to Parkside Pkwy, including authorization for publication in local newspaper of notice to the public.
- **16.** Discuss, consider, and take appropriate action on approving the addendum between Idemia Identity & Security and Williamson County for Annual Help Desk Maintenance Services to support the operations of the Williamson County Attorney's Office, and authorizing the execution of the agreement.
- 17. Discuss, consider and take appropriate action on authorizing execution of the Agreement for Construction Services between Williamson County and Smith Contracting relating to the award of IFB #1907-331 CR 279 Stabilizing, Milling and Overlay approved by Commissioner's Court on September 10, 2019.
- **18.** Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1904-311, in the amount of \$44,272.00 for Limestone Terrace and Quarry Rim Drive Reconstruction.
- **19.** Discuss, consider and take appropriate action on approval of the replat of Lots 1 and 2 of the E.F. Allen subdivision Precinct 2.
- 20. Discuss, consider and take appropriate action on a Contract Amendment No. 4 to the CR 176 at RM 2243 contract between Williamson County and WSB & Associates, Inc. relating to the 2013 Road Bond Program. Project: P448. Funding Source: 2013 Park Bonds.

**21.** Discuss, consider and take appropriate action on an Order Regarding Annexation by the City of Georgetown Texas of Portions of CR 111 and Rockride Lane.

### **REGULAR AGENDA**

- **22.** Hear presentation from Annie Burwell, Williamson County MOT Director, and discuss Opioid Emergency Response Pilot Project.
- Discuss, consider and take appropriate action on approving the contract between Texas Health and Human Service Commission and Williamson County related to the funding for Opioid Emergency Response Pilot Project as administered by Williamson County Mobile Outreach Team.
- **24.** Receive updates on the Department of Infrastructure projects and issues.
- **25.** Discuss, consider, and take appropriate action on approving the FY 2020 Williamson County Resolution for the Indigent Defense Grant Program.
- **26.** Discuss, consider and take appropriate action authorizing the Williamson County Sheriff's Office to accept funding through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2019, Local Solicitation.
- 27. Discuss, consider and take appropriate action on approving the creation of one (1) new full-time Juvenile Case Manager position and elimination of two (2) part-time Juvenile Case Managers for Justice of the Peace, Precinct 3, Truancy Fund Program.
- Discuss, consider, and take appropriate action on ratifying PO #172409 for chiller rental services with Central TX Commercial A/C & Heating, Inc., in the amount of \$10,000 for first month and \$4,800 monthly cost thereafter, and exempting this purchase/agreement from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption §262.024.(a)(3), and authorizing the execution of the agreement.
- **29.** Discuss, consider and take any appropriate action to approve short-term Addendum to services contract with McLemore Building Maintenance, Inc. to support county operations.
- **30.** Discuss, consider and take appropriate action on approving a 2015 Certificates of Obligation budget transfer to move \$375,000 from 2015 CO Non-Departmental (P356) to Jester Annex Ambulance Bay (P527) and Juvenile Justice Center Restroom & Water Fountain (P528) of \$200,000.
- 31. Discuss, consider and take appropriate action on approving a 2019 Capital Improvement Program Budget Transfer to move \$7,750,000 from 2019 CIP Non-Departmental (P507) to Prime Site #2 (P529) of \$2,250,000 and Children's Advocacy New Space and Remodel (P530) of \$5,500,000.
- **32.** 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 expenditures for the Sheriffs Department and Jail.

### **Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0570.003008	Law Enforcement Equipment	\$4,922.00
	0100.0560.003008	Law Enforcement Equipment	\$21,186.00

- **33.** Discuss, consider and take appropriate action on the Budget Policy document for 2019-2020.
- **34.** Discuss, consider, and take appropriate action on any necessary amendments relating to the FY19/20 Budget Order.

#### **EXECUTIVE SESSION**

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

35. 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

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

- a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
- b) Discuss the acquisition of real property for CR 176 at RM 2243
- c) Discuss the acquisition of real property: CR 101
- d) Discuss the acquisition of real property: CR 200
- e) Discuss the acquisition of real property for County Facilities.
- f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
- g) Discuss the acquisition of real property for SH 29 @ DB Wood.
- h) Discuss the acquisition of real property for Hairy Man Rd.
- i) Discuss the acquisition of real property for N. Mays.
- j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- k) Discuss the acquisition of real property for CR 111.
- I) Discuss the acquisition of real property for Corridor H
- m) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
- n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- o) Discuss the acquisition of right-of-way for Corridor C.
- p) Discuss the acquisition of right-of-way for Corridor F.
- g) Discuss the acquisition of right-of-way for Corridor D.
- r) Discuss the acquisition of right-of-way for Southeast Corridor.
- s) Discuss the acquisition of right-of-way for Reagan extension.
- t) Discuss the acquisition of property near the County landfill.
- u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
- B. Property or Real Estate owned by Williamson County

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 +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
- c) Potential governmental uses for 8th Street downtown parking lot
- d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
- e) Discuss property usage at Longhorn Junction
- f) Discuss sale of excess 183A right of way to abutting property owner.
- g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
- h) Discuss Blue Springs Boulevard
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1
- **36.** 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) Wolf Lakes
  - c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
  - d) Project Deliver
  - e) Project Advantage
  - f) Project Cedar
  - g) Project Expansion
  - h) Project Arcos
  - i) Project Woods
- 37. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:
  - a) Litigation or claims or potential litigation or claims against the County or by the County
  - b) Status Update-Pending Cases or Claims;
  - c) Employee/personnel related matters
  - d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
  - e) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
  - f) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
  - g) 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.
  - h) Application to Obtain New Municipal Solid Waste Permit Proposed Permit No. 2398 (Applicant Lealco, Inc.)
  - i) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
  - j) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
  - k) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
  - I) Valerie Adams EEOC Charge No. 450-2018-03807
  - m) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
  - n) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
  - o) BANGL Pipeline Project
  - p) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
  - q) Property damage claim of Anthony Garcia and Victoria Garcia (Sunset Meadows Subdivision).
  - r) Case No. 1:19-cv-01607; Center for Biological Diversity v. David Bernhardt et al.; In the United States District Court for the District of Columbia.
  - s) Anthony "Tony" Carter EEOC Charge.
  - t) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas.
  - u) Claim of Jaivonte Roberts.

38. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

REGULAR AGENDA (continued)

- **39.** Discuss and take appropriate action concerning economic development.
- **40.** Discuss and take appropriate action concerning real estate.
- **41.** 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) Employee/personnel related matters
  - d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
  - e) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
  - f) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
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  - n) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
  - o) BANGL Pipeline Project
  - p) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
  - g) Property damage claim of Anthony Garcia and Victoria Garcia (Sunset Meadows Subdivision).
  - r) Case No. 1:19-cv-01607; Center for Biological Diversity v. David Bernhardt et al.; In the United States District Court for the District of Columbia.
  - s) Anthony "Tony" Carter EEOC Charge.
  - t) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas.
  - u) Claim of Jaivonte Roberts.
- **42.** 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.

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43.	('ammant	o trom	Commissioners
43.	COMMENI	s nom	COMMISSIONERS

Bill Gravell,	Jr	County	Judae
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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 27th day of September, 2019 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

### **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2019

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

**Department:** Budget Office **Agenda Category:** Consent

#### Information

4.

### Agenda Item

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

### **Background**

Judge Lambeth is requesting the funds to increase the salary for the FY20 newly created position Director of District Court Administration. These funds were set aside specifically for this purpose.

### **Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0435-004998	All Dist Cts/Contingencies	\$16,001.73
То	0100-0435-001100	All Dist Cts/FT Salary	\$13,096.85
То	0100-0435-002010	All Dist Cts/FICA	\$1,001.91
То	0100-0435-002020	All Dist Cts/Retirement	\$1,902.97

### **Attachments**

No file(s) attached.

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 09/26/2019 09:16 AM

Form Started By: Ashlie Koenig Started On: 09/26/2019 08:53 AM Final Approval Date: 09/26/2019

### **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2019

Assets for Auction - September 2019 Monthly Report

Submitted For: Randy Barker, Purchasing

**Department:** Purchasing **Agenda Category:** Consent

### Information

5.

### Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 09/01/2019 through 09/30/2019.

### **Background**

Please see attached list for details.

### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Assets for Auction - September 2019

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator) Randy Barker 09/25/2019 05:44 PM County Judge Exec Asst. Andrea Schiele 09/26/2019 08:57 AM

Form Started By: Randy Barker Started On: 09/16/2019 11:06 AM Final Approval Date: 09/26/2019

### "September 2019

### MONTHLY REPORT

### **Williamson County - Assets for Auction**

Item	Serial Number	Court date	Quantity	Dept.	Agenda #
HP LaserJet 3015 Fax	CNBM334145	10/1/2019	1	CC at Law 4	22814
Dell Optiplex 790 computer	BZBHXV1	10/1/2019	1	Constable 3	22814
Panasonic Toughbooks CF31	multiple (per attached list)	10/1/2019	9	Constable 4	22814
Black couch		10/1/2019	1	Constable 4	22814
HP LaserJet 500 Color M551 Printer	CNDCG6M04S	10/1/2019	1	Constable 4	22814
Dell Latitude E6540 Laptop	D6P5Q12	10/1/2019	1	County Judge	22814
Dell Latitude E6540 Laptop	D231YZ1	10/1/2019	1	County Treasurer	22814
LaserJet Pro 440 MFP	CNF8H5YDK8	10/1/2019	1	County Treasurer	22814
Dell PR 02X Docking Station	12960	10/1/2019	1	County Treasurer	22814
Dell Optiplex 790 computer, keyboard & monitor	96DD0R1	10/1/2019	1	County Treasurer	22814
Burgundy office chairs		10/1/2019	3	County Treasurer	22814
Desk hutch		10/1/2019	1	County Treasurer	22814
Chair		10/1/2019	1	County Treasurer	22814
Desks		10/1/2019	9	District Attorney	22814
Credenzas		10/1/2019	7	District Attorney	22814
2 drawer steel lateral file cabinet		10/1/2019	1	District Attorney	22814
Dell Optiplex 7020	J8V0T52	10/1/2019	1	EMS	22814
Oxygen cylinder dolly	4ZJ12	10/1/2019	9	EMS	22814
Office chairs		10/1/2019	2	Extension Service	22814
Small 2 drawer file cabinet		10/1/2019	1	Extension Service	22814
Dell Optiplex 7010	1ZXG6Y1	10/1/2019	1	Fleet Services	22814
HP LaserJet 4250n Printer	CNRXX14760	10/1/2019	1	Fleet Services	22814
3 drawer small file cabinet		10/1/2019	1	Information Services	22814
Dell Optiplex 9020	HXNTL02	10/1/2019	1	Information Services	22814
Dell Optiplex 7010	GRMJM02	10/1/2019	1	Information Services	22814
Dell Optiplex 740	BT63KC1	10/1/2019	1	Information Services	22814
Dell Power Edge 2650	76VHJ31	10/1/2019	1	Information Services	22814
Dell Precision Tower 3420	F1RGQD2	10/1/2019	1	Information Services	22814
Dell Precision Tower 3420	F42MQD2	10/1/2019	1	Information Services	22814
Dell Precision T1700	5WHRZ12	10/1/2019	1	Information Services	22814
Dell Precision T1700	7TQXR22	10/1/2019	1	Information Services	22814
Dell Precision T1650	2MBBHX1	10/1/2019	1	Information Services	22814
Dell Optiplex 790 computer, keyboard & monitor	9V4pzQ1	10/1/2019	1	Information Services	22814
Dell Optiplex 7040	4BBTKH2	10/1/2019	1	Veteran Services	22814

Title:	i:0#.f membership sthreadgill@wilco.org - 18-09-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2005 HP laserjet 3015 Fax
1. Manufacturer ID #:	CNBM334145
1. Oracle Asset #:	S/N NOT FOUND
1. Condition of Assets:	Working
Transferor Department:	County Court at Law 4
Transferor Contact Person:	Sharrion Threadgill
Transferor Contact Phone Number:	5129241405
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Sharrion Threadgill 9/18/2019 2:54 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	×
Purchasing Final Determination	Auction
Court Date:	10/1/2019
Agenda Item:	22814

Title:	i:0#.f membership julie.schultz@wilco.org - 25-09-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 790 - Wilco # 8306 & C03337
1. Manufacturer ID #:	BZBHXV1
1. Oracle Asset #:	65149
1. Condition of Assets:	Unknown
Transferor Department:	Constables 3
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	512-943-1450
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Theresa Lock 9/25/2019 8:44 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	×
Purchasing Final Determination	Auction
Court Date:	10/1/2019
Agenda Item:	22814

FrmAudASCF01 revision 07/2014

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

### **Williamson County**

Print Form

### **Asset Status Change Form**

	sset(s) is(are) considered for: (select or	_				
	veen county departments		ODONATION to a non-county entity			
SALE at the earl		ODESTRUCTION due to Public Hea	SOURCE STATE OF THE STATE OF TH			
	ew assets of similar type for the county	SALE to a government entity / co the county at fair market value	ivil or charita	able organization in		
Asset List:				т		
Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non- Working)		
See attach	ed			<b>\rightarrow</b>		
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	TOTAL OF THE STATE	JUL 1 1 2019	9			
				F		
Parties involve	л.	<u> </u>				
Parties involve	a:	4				
FROM (Transferor	Department): 0554 - Constable 4					
Transferor - Elec	ted Official/Department Head/					
Authorized Staf		Contact Person:				
Brian Olson		Brian Olson	Brian Olson			
Print Name	2	Print Name				
	7-11-19	5123524181				
Signature		Date Phone Number				
TO (Transferee De	partment/Auction/Frade-in/Donee): Sale to	government entity within Williamson Cou	ınty			
	ted Official/Department Head/	Thrall d		naer		
	OR Donee - Representative: (If being		0100	901		
approved for Sale o	r Trade-in, no signature is necessary.)	Contact Person:				
Print Name		Print Name				
Signature		Date Phone Number				
	(s) is (are) listed for sale at auction and no bio e (these) asset(s) to be donated or disposed o					
	Equipped to Carr	inty Auditoria Offi	<i>*</i>			
	roiward to Cou	ınty Auditor's Offi	CE			

### ASSET STATUS CHANGE LIST - CONSTABLE PCT 4

June 24, 2019

	•		RCI		0-001-14
QTY	DESCRIPTION	SERIAL#	COUNTY TAG #	CONDITION	ASSET 41
1	Panasonic Toughbook CF 31	4KTYA44459	3928 <sup>√</sup>	Working	121311
1	Panasonic Toughbook CF 31	8HTTA42001	<b>5297</b> 40TYA03151	Working	86187
1	Panasonic Toughbook CF 31	4KTYA44866	1194 <sup>√</sup>	Working	121312
1	Panasonic Toughbook CF 31	4DTYA 03137	4216 <sup>√</sup>	Working	86184
1	Panasonic Toughbook CF 31	4DTYA03011	7230 <sup>)</sup>	Working	86185
1	Panasonic Toughbook CF 31	1HTSA06889	5285 <sup>y</sup>	Working	57107
1	Panasonic Toughbook CF 31	2FTSA73103	5290 <sup>y</sup>	Working	64222
1	Panasonic Toughbook CF 31	4DTYA02956	5148 <sup>✓</sup> ,	Working	86186
1	Panasonic Toughbook CF 31	3CTYB32461	7043 ×	Working	71043

Title:	i:0#.f membership brian.olson@wilco.org - 15-07-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity:	1
1. Description:	Black couch
1. Manufacturer ID #:	None
1. Condition of Assets:	Working
Transferor Department:	Constables 4
Transferor Contact Person:	Brian Olson
Transferor Contact Phone Number:	512-352-4181
Transferor - Elected Official/Department Head/Authorized Staff Signature:	
Transferee - Elected Official/Department Head/Authorized Staff Signature:	×
Purchasing Final Determination	Auction
Court Date:	10/1/2019
Asset(s) delivered to warehouse on:	7/16/2019
Delivered to warehouse by:	Joshua Henderson
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Brian Olson on 9/10/2019 3:03 PM Comment: IPlease review the form ID Number 88 for approval.
	Approved by Kelsey Rollins on 9/10/2019 3:42 PM Comment:
	Approved by Randy Barker on 9/12/2019 11:04 AM Comment:

Title:	i:0#.f membership julie.schultz@wilco.org - 16-09-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP LaserJet 500 Color M551 Printer - Wilco # 4204
1. Manufacturer ID #:	CNDCG6M04S
1. Oracle Asset #:	113236
1. Condition of Assets:	Unknown
Transferor Department:	Constables 4
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	943-1450
Transferor Comments:	Printer from Con4 - new one installed by Chris Ball
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Brian Olson 9/18/2019 10:26 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	×
Purchasing Final Determination	Auction
Court Date:	10/1/2019
Agenda Item:	22814

Title:	i:0#.f membership julie.schultz@wilco.org - 31-07-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity:	1
1. Description:	Dell Latitude E6540 Laptop
1. Manufacturer ID #:	D6P5Q12
1. Oracle Asset #:	115252
1. Condition of Assets:	Unknown
Transferor Department:	County Judge
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	512-943-1450
Transferor Comments:	In InnerLoop Warehouse - laptop that was Stanley Springerly's
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Andrea Schiele 9/10/2019 4:09 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	×
Purchasing Final Determination	Pending
Court Date:	10/1/2019
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Julie Schultz on 9/10/2019 4:10 PM Comment: IPlease review the form ID Number 103 for approval.
	Approved by Kelsey Rollins on 9/11/2019 9:10 AM Comment:
	Approved by Randy Barker on 9/12/2019 12:00 PM Comment:

Title:	i:0#.f membership Isubieta@wilco.org - 16-09-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DELL LATITUDE E6540
1. Manufacturer ID #:	D231YZ1
1. Oracle Asset #:	86252
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	LASERJET PRO 440 MFP
2. Manufacturer ID #:	CNF8H5YDK8
2. Oracle Asset #:	s/n not found
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Dell PR 02X Docking Station
3. Manufacturer ID #:	12960
3. Condition of Assets:	Working
Transferor Department:	County Treasurer
Transferor Contact Person:	Liliana Subieta
Transferor Contact Phone Number:	512-943-1540
Transferor Comments:	Dell Latitute Laptop needs to be cleared of data before disposing.
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Scott Heselmeyer 9/17/2019 8:27 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	×
Purchasing Final Determination	Auction
Court Date:	10/1/2019
Agenda Item:	22814
Asset(s) delivered to warehouse on:	9/17/2019
Delivered to warehouse by:	Joshua Henderson

Title:	i:0#.f membership carole.callahan@wilco.org - 20-09-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 790 computer, keyboard and monitor
1. Manufacturer ID #:	96DD0R1
1. Oracle Asset #:	56548
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	3
2. Description:	Bergundy office chairs
3. Quantity (Mandatory):	1
3. Description:	Glass computer desk
4. Quantity (Mandatory):	1
4. Description:	Desk hutch
5. Quantity (Mandatory):	1
5. Description	Chair
Transferor Department:	County Treasurer
Transferor Contact Person:	Carole Callahan
Transferor Contact Phone Number:	3-1583
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Carole Callahan 9/20/2019 9:03 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	×
Purchasing Final Determination	Auction
Court Date:	10/1/2019
Agenda Item:	22814
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Carole Callahan on 9/20/2019 9:04 AM Comment: IPlease review the form ID Number 176 for approval.
	Approved by Hillary McCoy on 9/20/2019 3:07 PM Comment:
	Approved by Randy Barker on 9/20/2019 3:14 PM Comment:

Title:	i:0#.f membership gfrias@wilco.org - 16-09-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	9
1. Description:	Desk
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	7
2. Description:	Credenza
2. Condition of Assets:	Working
3. Condition of Assets:	Working
4. Condition of Assets:	Working
Transferor Department:	District Attorney
Transferor Contact Person:	Grace Frias
Transferor Contact Phone Number:	512-943-1234
Transferor Comments:	Will email Tony HIII, these items need to be moved out by Wednesday (September 18th) morning, new furniture is being delivered on Thursday (September 19th) afternoon.  There is furniture that needs to be moved from one office to another office.
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Grace Frias 9/16/2019 10:08 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	×
Purchasing Final Determination	Auction
Court Date:	10/1/2019
Agenda Item:	22814
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Grace Frias on 9/16/2019 10:10 AM Comment: IPlease review the form ID Number 168 for approval.
	Approved by Hillary McCoy on 9/16/2019 10:35 AM Comment:
	Approved by Randy Barker on 9/16/2019 2:12 PM Comment:

Title:	i:0#.f membership gfrias@wilco.org - 24-09-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2 drawer steal lateral file cabinet
1. Condition of Assets:	Working
Transferor Department:	District Attorney
Transferor Contact Person:	Grace Frias
Transferor Contact Phone Number:	512-943-1234
Transferor - Elected Official/Department Head/Authorized Staff Signature:	
Transferee - Elected Official/Department Head/Authorized Staff Signature:	×
Purchasing Final Determination	Auction
Court Date:	10/1/2019
Agenda Item:	22814

Title:	i:0#.f membership julie.schultz@wilco.org - 15-07-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity:	1
1. Description:	Dell Optiplex 7020 - Wilco#1043
1. Manufacturer ID #:	Service Tag J8V0T52
1. Oracle Asset #:	135309
1. Condition of Assets:	Unknown
Transferor Department:	Emergency Medical Services
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	512-943-1450
Transferor Comments:	One more desktop from recent replacements.
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Kelly Luna 9/10/2019 1:40 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	×
Purchasing Final Determination	Auction
Court Date:	10/1/2019
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Julie Schultz on 9/10/2019 1:41 PM Comment: IPlease review the form ID Number 84 for approval.
	Approved by Kelsey Rollins on 9/10/2019 1:45 PM Comment:
	Approved by Randy Barker on 9/12/2019 10:54 AM Comment:

Title:	i:0#.f membership kbecker@wilco.org - 23-09-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	9
1. Description:	OXYGEN CYLINDER DOLLY
1. Manufacturer ID #:	GRAINGER 4ZJ12
1. Condition of Assets:	Working
Transferor Department:	Emergency Medical Services
Transferor Contact Person:	Kirk Becker
Transferor Contact Phone Number:	512-430-0991
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Mike Knipstein 9/24/2019 11:22 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	×
Purchasing Final Determination	Auction
Court Date:	10/1/2019
Agenda Item:	22814

Title:	i:0#.f membership pward@wilco.org - 16-09-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Office chair's
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Small 2 drawer file cabinet
2. Condition of Assets:	Working
Transferor Department:	Extension Service
Transferor Contact Person:	Pamela Ward
Transferor Contact Phone Number:	512-943-3300
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Pamela Ward 9/16/2019 11:33 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	×
Purchasing Final Determination	Auction
Court Date:	10/1/2019
Agenda Item:	22814
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Pamela Ward on 9/16/2019 11:35 AM Comment: IPlease review the form ID Number 169 for approval.
	Approved by Hillary McCoy on 9/16/2019 11:52 AM Comment:
	Approved by Randy Barker on 9/16/2019 2:17 PM Comment:

Title:	i:0#.f membership julie.schultz@wilco.org - 15-07-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7010 - Wilco# 9258
1. Manufacturer ID #:	Service Tag 1ZXG6Y1
1. Oracle Asset #:	68993
1. Condition of Assets:	Unknown
Transferor Department:	Fleet Services
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	512-943-1450
Transferor Comments:	Fleet
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Kevin Teller 7/15/2019 11:32 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	×
Purchasing Final Determination	Auction
Court Date:	10/1/2019
Agenda Item:	22814
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Gaynelle Flagg on 9/10/2019 1:58 PM Comment: IPlease review the form ID Number 85 for approval.
	Approved by Kelsey Rollins on 9/16/2019 8:26 AM Comment: Randy- I don't know what's going on with this form. I already approved it but I got an email notification that it needed to be approvedkr
	Approved by Randy Barker on 9/16/2019 1:53 PM Comment:

Title:	i:0#.f membership julie.schultz@wilco.org - 31-07-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity:	1
1. Description:	HP LaserJet 4250n Printer
1. Manufacturer ID #:	CNRXX14760
1. Oracle Asset #:	45668
1. Condition of Assets:	Unknown
Transferor Department:	Fleet Services
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	512-943-1450
Transferor Comments:	in Inner Loop Warehouse
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Kevin Teller 9/10/2019 3:39 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	×
Purchasing Final Determination	Auction
Court Date:	10/1/2019
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Julie Schultz on 9/10/2019 3:40 PM Comment: IPlease review the form ID Number 102 for approval.
	Approved by Kelsey Rollins on 9/10/2019 3:45 PM Comment:
	Approved by Randy Barker on 9/12/2019 11:55 AM Comment:

Title:	i:0#.f membership julie.schultz@wilco.org - 05-08-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	3 drawer small file cabinet - drawer unit - off-white
1. Condition of Assets:	Working
Transferor Department:	Information Systems
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	512-943-1450
Transferor Comments:	was in servicedesk area
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Tammy McCulley 9/18/2019 3:08 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	×
Purchasing Final Determination	Auction
Court Date:	10/1/2019
Agenda Item:	22814
Asset(s) delivered to warehouse on:	8/2/2019
Delivered to warehouse by:	Joshua Henderson

Title:	i:0#.f membership thill@wilco.org - 22-07-2019	
Disposal Method:	SALE at the earliest auction	
Item(s) Category:	Other	
1. Quantity (Mandatory):	1	
1. Description:	Dell Optiplex 9020	
1. Manufacturer ID #:	HXNTL02	
1. Oracle Asset #:	83241	
1. Condition of Assets:	Working	
2. Quantity (Mandatory)::	1	
2. Description:	Dell Optiplex 7010	
2. Manufacturer ID #:	GRMJM02	
2. Oracle Asset #:	83223	
2. Condition of Assets:	Working	
Transferor Department:	Information Systems	
Transferor Contact Person:	Tony Hill	
Transferor Contact Phone Number:	5129433314	
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Tammy McCulley 9/18/2019 3:11 PM	
Transferee - Elected Official/Department Head/Authorized Staff Signature:	×	
Purchasing Final Determination	Auction	
Court Date:	10/1/2019	
Agenda Item:	22814	

Title:	i:0#.f membership julie.schultz@wilco.org - 05-08-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 740 - Wilco# 8221
1. Manufacturer ID #:	Service Tag BT63KC1
1. Oracle Asset #:	43642
1. Condition of Assets:	Unknown
Transferor Department:	Information Systems
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	512-943-1450
Transferor Comments:	In Inner Loop WH - was in Steve's cube
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Tammy McCulley 9/18/2019 3:09 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	×
Purchasing Final Determination	Auction
Court Date:	10/1/2019
Agenda Item:	22814

Title:	i:0#.f membership julie.schultz@wilco.org - 29-08-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Power Edge 2650
1. Manufacturer ID #:	Service Tag 76VHJ31
1. Oracle Asset #:	37519
1. Condition of Assets:	Unknown
Transferor Department:	Information Systems
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	943-1450
Transferor Comments:	inWH
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Tammy McCulley 9/18/2019 3:04 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	×
Purchasing Final Determination	Auction
Court Date:	10/1/2019
Agenda Item:	22814
Asset(s) delivered to warehouse on:	8/29/2019
Delivered to warehouse by:	Joshua Henderson

Title:	i:0#.f membership julie.schultz@wilco.org - 03-09-2019	
Disposal Method:	SALE at the earliest auction	
Item(s) Category:	Other	
1. Quantity (Mandatory):	1	
1. Description:	Dell Precision Tower 3420	
1. Manufacturer ID #:	F1RGQD2	
1. Oracle Asset #:	159525	
1. Condition of Assets:	Unknown	
2. Quantity (Mandatory)::	1	
2. Description:	Dell Precision Tower 3420	
2. Manufacturer ID #:	F42MQD2	
2. Oracle Asset #:	159526	
2. Condition of Assets:	Unknown	
3. Quantity (Mandatory):	1	
3. Description:	Dell Precision T1700	
3. Manufacturer ID #:	5WHRZ12	
3. Oracle Asset #:	92246	
3. Condition of Assets:	Unknown	
4. Quantity (Mandatory):	1	
4. Description:	Dell Precision T1700	
4. Manufacturer ID #:	7TQXR22	
4. Oracle Asset #:	115343	
4. Condition of Assets:	Unknown	
5. Quantity (Mandatory):	1	
5. Description	Dell Precision T1650	
5. Manufacturer ID #	2MBBHX1	
5. Oracle Asset #	65808	
5. Condition of Assets	Unknown	
Transferor Department:	Information Systems	
Transferor Contact Person:	Julie Schultz	
Transferor Contact Phone Number:	943-1450	
Transferor Comments:	1-4 from GIS to AUCTION	
	5 from Servicedesk to AUCTION	
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Tammy McCulley 9/18/2019 3:06 PM	

Transferee - Elected Official/Department Head/Authorized Staff Signature:	×
Purchasing Final Determination	Auction
Court Date:	10/1/2019
Agenda Item:	22814

Title:	i:0#.f membership julie.schultz@wilco.org - 18-09-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 790 - Asset Tags: C03076 & 1162
1. Manufacturer ID #:	Service Tag : 9V4PZQ1
1. Oracle Asset #:	56584
1. Condition of Assets:	Unknown
Transferor Department:	Information Systems
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	512-943-1450
Transferor Comments:	from GIS
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Tammy McCulley 9/18/2019 11:30 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	×
Purchasing Final Determination	Auction
Court Date:	10/1/2019
Agenda Item:	22814

Title:	i:0#.f membership julie.schultz@wilco.org - 25-07-2019	
Disposal Method:	SALE at the earliest auction	
Item(s) Category:	Other	
1. Quantity:	1	
1. Description:	Dell Optiplex 7040 - Wilco Tag - 1452	
1. Manufacturer ID #:	4BBTKH2	
1. Oracle Asset #:	187653	
1. Condition of Assets:	Unknown	
Transferor Department:	Veteran Services	
Transferor Contact Person:	Julie Schultz	
Transferor Contact Phone Number:	512-943-1450	
Transferor Comments:	In Inner Loop Warehouse	
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Sherry Golden 9/10/2019 3:52 PM	
Transferee - Elected Official/Department Head/Authorized Staff Signature:	×	
Purchasing Final Determination	Auction	
Court Date:	10/1/2019	
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Julie Schultz on 9/10/2019 3:53 PM Comment: IPlease review the form ID Number 98 for approval.	
	Approved by Kelsey Rollins on 9/10/2019 3:58 PM Comment: already retired per form submitted June 2019	
	Approved by Randy Barker on 9/12/2019 11:48 AM Comment:	

### **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2019

Assets for Destruction - September 2019 Monthly Report

Submitted For: Randy Barker, Purchasing

**Department:** Purchasing **Agenda Category:** Consent

#### Information

### Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction for the period of 09/01/2019 through 09/30/2019.

### **Background**

Please see attached list for details.

### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Assets for Destruction - September 2019

#### Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.

Form Started By: Randy Barker Final Approval Date: 09/26/2019

Reviewed By Date

Randy Barker 09/25/2019 05:44 PM Andrea Schiele 09/26/2019 08:58 AM

Started On: 09/16/2019 11:28 AM

6.

Title:	i:0#.f membership rschaefer@wilco.org - 27-08-2019
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity:	1
1. Description:	Half desk with drawers (part of an L shaped unit and I never had the other half)
1. Manufacturer ID #:	Unknown - No ID found
1. Condition of Assets:	Non-Working
2. Quantity:	1
2. Description:	Gray 2 drawer file cabinet
2. Manufacturer ID #:	HON
2. Condition of Assets:	Working
3. Quantity:	1
3. Description:	Black 2 drawer file cabinet
3. Manufacturer ID #:	Anderson Hickey Company
3. Condition of Assets:	Unknown
Transferor Department:	Juvenile Services
Transferor Contact Person:	Rebecca Schaefer
Transferor Contact Phone Number:	512-248-3230
Transferor Comments:	It's a nice looking wood grain desk, but it has become unstable and it will start to tip over if not careful. I think it was originally the desk part of an L shaped unit so only the left side with the drawers touches the floor. I've always used it as a printer table with no issues, but I almost ended up with the printer in my lap last week when I tried to open the bottom drawer and now it tips over very easily.  The gray two drawer file cabinet is showing its age. It has a lock, but I've never had a key to it. The top drawer doesn't close properly, and the bottom drawer is missing the thumb slider piece beside the drawer handle but both drawers open fine and are usable.  The black two drawer file cabinet is in good shape but we don't have a key to it and the lock is pushed in so we can't get the drawers open. We assume it's empty but don't know for sure. If a new key can be made to fit, I think it would do well at auction.
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Denise Carlson 8/28/2019 1:13 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	×
Purchasing Final Determination	Destruction
Court Date:	10/1/2019

Asset(s) delivered to warehouse on:	8/28/2019
Delivered to warehouse by:	Tony Hill
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Rebecca Schaefer on 8/27/2019 10:13 AM Comment: IPlease review the form ID Number 142 for approval.
	Approved by Kelsey Rollins on 8/28/2019 2:37 PM Comment: Randy- I left as destruction and will let you decide if they need to go to auction. Thanks, Kelsey  Approved by Johnny Grimaldo on 8/28/2019 2:43 PM Comment:

### **Commissioners Court - Regular Session**

Meeting Date: 10/01/2019

Assets for Transfer - September 2019 Monthly Report

Submitted For: Randy Barker, Purchasing

**Department:** Purchasing **Agenda Category:** Consent

#### Information

### Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Inter-departmental Transfer for the period of 09/01/2019 through 09/30/2019.

### **Background**

Please see attached list for details.

### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

### Assets for Transfer - September 2019

#### Form Review

Inbox
Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Randy Barker Final Approval Date: 09/26/2019

Reviewed By Date

Randy Barker 09/25/2019 05:44 PM Andrea Schiele 09/26/2019 09:00 AM

Started On: 09/16/2019 11:29 AM

7.

### Williamson County - Assets for Transfer

### **MONTHLY REPORTS**

Item	Serial Number	Court date	Quantity	FROM DEPT.	TO DEPT.	Agenda #
Watson conference table		10/1/2019	1	911 Communications	Building Maintenance	22816
File cabinet		10/1/2019	1	Auction	Corrections	22816
File cabinets		10/1/2019	4	Auction	County Clerk	22816
File cabinet		10/1/2019	1	Auction	Human Resources	22816
File cabinets		10/1/2019	3	Auction	JP 1	22816
Upright vacuum		10/1/2019	1	District Clerk	Sheriff's Office	22816
Handheld vacuum with attachments		10/1/2019	1	District Clerk	Sheriff's Office	22816
Dell Optiplex 7010	7FT0P22	10/1/2019	1	Auction	URS	22816

Title:	i:0#.f membership kmalgren@wilco.org - 13-08-2019
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Watson Conference Table
1. Manufacturer ID #:	Watson
1. Condition of Assets:	Working
Transferor Department:	911 Communications
Transferor Contact Person:	Ken Malgren
Transferor Contact Phone Number:	512-864-8237
Transferor Comments:	
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Ken Malgren 8/13/2019 1:38 PM
Transferee Department	Building Maintenance
Transferee Contact Person:	Jeffrey Hancock
Transferee Contact Phone Number:	512-943-1610
Transferee - Elected Official/Department Head/Authorized Staff:	Jeffrey Hancock
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✓ Jeffrey Hancock 9/23/2019 8:20 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	10/1/2019
Agenda Item:	22816

Title:	i:0#.f membership julie.schultz@wilco.org - 27-08-2019
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	File Cabinet
1. Condition of Assets:	Working
Transferor Department:	Auction
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	943-1450
Transferor Comments:	cream colored lateral 2-drawer file cabinet for Stacie Simpson
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Tony Hill 9/12/2019 7:29 AM
Transferee Department	Corrections
Transferee Contact Person:	Peggy Braun
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✓ Peggy Braun 9/16/2019 9:55 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	10/1/2019
Agenda Item:	22816
Workflow Comments	Asset Status Change Review (Transfer) started by Julie Schultz on 9/16/2019 9:57 AM Comment: Please review the form ID Number 147 submission for approval.
	Approved by Hillary McCoy on 9/16/2019 10:07 AM Comment:
	Approved by Randy Barker on 9/16/2019 2:03 PM Comment:

Title:	i:0#.f membership julie.schultz@wilco.org - 27-08-2019
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity:	4
1. Description:	File Cabinet
1. Condition of Assets:	Working
Transferor Department:	Auction
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	943-1450
Transferor Comments:	In InnerLoop WH
	3 gray lateral file cabinets
	1 cream letter file cabinet
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Tony Hill 9/12/2019 7:31 AM
Transferee Department	County Clerk
Transferee Contact Person:	Rebecca Pruitt
Transferee - Elected Official/Department Head/Authorized Staff:	Nancy Rister
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✓ Nancy Rister 9/12/2019 10:45 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	10/1/2019
Workflow Comments	Asset Status Change Review (Transfer) started by Julie Schultz on 9/12/2019 10:47 AM Comment: Please review the form ID Number 143 submission for approval.
	Approved by Kelsey Rollins on 9/12/2019 11:09 AM Comment:
	Approved by Randy Barker on 9/12/2019 12:08 PM Comment:

Title:	i:0#.f membership julie.schultz@wilco.org - 27-08-2019	
Disposal Method:	TRANSFER between county departments	
Item(s) Category:	Other	
1. Quantity:	1	
1. Description:	File Cabinet	
1. Condition of Assets:	Working	
Transferor Department:	Auction	
Transferor Contact Person:	Julie Schultz	
Transferor Contact Phone Number:	943-1450	
Transferor Comments:	1 gray lateral file cabinet for Laura Drewry	
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Tony Hill 9/12/2019 7:30 AM	
Transferee Department	Human Resources	
Transferee Contact Person:	Rebecca Clemons	
Transferee Contact Phone Number:	5129431577	
Transferee - Elected Official/Department Head/Authorized Staff:	Rebecca Clemons	
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✓ Rebecca Clemons 9/12/2019 8:37 AM	
Purchasing Final Determination	Internal Department Transfer	
Court Date:	10/1/2019	
Workflow Comments	Asset Status Change Review (Transfer) started by Julie Schultz on 9/12/2019 8:38 AM Comment: Please review the form ID Number 145 submission for approval.	
	Approved by Kelsey Rollins on 9/12/2019 8:51 AM Comment:	
	Approved by Randy Barker on 9/12/2019 12:13 PM Comment:	

Title:	i:0#.f membership julie.schultz@wilco.org - 27-08-2019
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	File Cabinet
1. Condition of Assets:	Working
Transferor Department:	Auction
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	943-1450
Transferor Comments:	3 black 2 drawer lateral file cabinets.
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Tony Hill 9/12/2019 7:30 AM
Transferee Department	Justice of the Peace 1
Transferee Contact Person:	Geneva P. Salazar
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✓ Geneva P. Salazar 9/17/2019 10:50 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	10/1/2019
Agenda Item:	22816

Title:	i:0#.f membership tmaskunas@wilco.org - 28-08-2019
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Upright Vaccum
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Hand Held Vacuum with attachments
2. Condition of Assets:	Working
Transferor Department:	District Clerk
Transferor Contact Person:	Teresa Maskunas
Transferor Contact Phone Number:	512-943-1212
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Teresa Maskunas 8/28/2019 4:19 PM
Transferee Department	Sheriff's Office
Transferee Contact Person:	Tim Ryle
Transferee Contact Phone Number:	512-943-1401
Transferee - Elected Official/Department Head/Authorized Staff:	Peggy Braun
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✓ Peggy Braun 9/25/2019 9:18 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	10/1/2019
Agenda Item:	22816

Title:	i:0#.f membership julie.schultz@wilco.org - 19-08-2019
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7010 - Wilco #4244
1. Manufacturer ID #:	7FT0P22
1. Oracle Asset #:	115279
1. Condition of Assets:	Working
Transferor Department:	Auction
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	512-943-1450
Transferor Comments:	going in URS conference room
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Tony Hill 9/12/2019 3:44 PM
Transferee Department	Unified Road Systems
Transferee Contact Person:	Kon Kwan
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✓ Kon Kwan 9/10/2019 3:08 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	10/1/2019
Agenda Item:	22816
Workflow Comments	Asset Status Change Review (Transfer) started by Julie Schultz on 9/10/2019 3:09 PM Comment: Please review the form ID Number 132 submission for approval.  Approved by Kelsey Rollins on 9/12/2019 4:04 PM
	Comment:  Approved by Randy Barker on 9/13/2019 11:21 AM Comment:

### **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2019

Compensation Items

Submitted By: Tammy Fennell, Human Resources

**Department:** Human Resources

Agenda Category: Consent

#### Information

### Agenda Item

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

### **Background**

See attached documentation for details.

### **Fiscal Impact**

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

Merit LIT

Merit Report

**Position Changes** 

### Form Review

Inbox

Human Resources (Originator)
County Judge Exec Asst.

Form Started By: Tammy Fennell Final Approval Date: 09/26/2019

Reviewed By Date

Tammy Fennell 09/25/2019 08:28 PM Andrea Schiele 09/26/2019 08:54 AM

Started On: 09/25/2019 08:19 PM

8.

				ТО	From
Entity	Fund	Dept	Object	dr	cr
01	0100	0436	001100	3,496.61	
01	0100	0436	001130		3,496.61
01	0100	0437	001100	3,859.87	
01	0100	0437	001130		3,859.87
01	0100	0438	001100	3,496.61	
01	0100	0438	001130		3,496.61
01	0100	0439	001100	4,631.84	
01	0100	0439	001130		4,631.84
01	0100	0441	001100	3,496.61	
01	0100	0441	001130		3,496.61
01	0100	0435	001100	1,919.66	
01	0100	0435	001130		1,919.66
01	0545	0545	001101	1,012.70	
01	0545	0545	001100	44,792.97	
01	0545	0545	001130		45,805.67
01	0546	0546	001100	2,500.00	
01	0546	0546	001130		2,500.00
01	0885	0886	001100	6,928.30	
01	0885	0886	001130		6,928.30
01	0100	0491	001100	5,648.83	
01	0100	0491	002010	432.14	
01	0100	0491	002020	820.77	
01	0100	8001	001130		5,648.83
01	0100	8001	002010		432.14
01	0100	8001	002020		820.77
01	0100	0509	001100	47,950.57	
01	0100	0509	001130		47,950.57
01	0100	0212	001100	4,028.83	
01	0100	0212	001130		4,028.83
01	0100	0213	001100	5,517.03	
01	0100	0213	001130		5,517.03
01	0100	0401	001100	17,163.33	
01	0100	0401	002010	1,312.99	
01	0100	0401	002020	2,493.83	
01	0100	8001	001130		17,163.33
01	0100	8001	002010		1,312.99
01	0100	8001	002020		2,493.83
01	0100	0491	001100	6,663.27	
01	0100	0491	002010	509.74	
01	0100	0491	002020	968.17	
01	0100	0509	001100	3,510.00	
01	0100	0509	002010	268.52	
01	0100	0509	002020	510.00	
01	0100	0492	001100	2,978.95	
01	0100	0492	002010	227.89	

01         0100         0492         002020         432.84           01         0100         0583         001100         362.93           01         0100         0583         002010         362.93           01         0100         0402         001100         3,660.00           01         0100         0402         002010         279.99           01         0100         0402         002020         531.80           01         0100         0503         001100         4,943.49           01         0100         0503         002020         718.29           01         0100         0503         002020         718.29           01         0100         0503         002010         378.18           01         0100         0215         002100         388.85           01         0100         0215         002010         388.85           01         0100         0215         002020         757.54           01         0100         0494         002100         242.57           01         0100         0494         002100         242.57           01         0100         0405						
01         0100         0583         002010         362.93           01         0100         0583         002020         689.33           01         0100         0402         001100         3,660.00           01         0100         0402         002010         279.99           01         0100         0402         002020         531.80           01         0100         0503         001100         4,943.49           01         0100         0503         002010         378.18           01         0100         0215         001100         5,213.66           01         0100         0215         002010         398.85           01         0100         0215         002020         757.54           01         0100         0494         001100         3,170.90           01         0100         0494         002010         242.57           01         0100         0494         002020         460.73           01         0100         0494         002020         544.88           01         0100         0405         00201         286.88           01         0100         8001	01	0100	0492	002020	432.84	
01         0100         0583         002020         689.33           01         0100         0402         001100         3,660.00           01         0100         0402         002020         279.99           01         0100         0503         001100         4,943.49           01         0100         0503         002010         378.18           01         0100         0503         002020         718.29           01         0100         0215         001100         5,213.66           01         0100         0215         002010         398.85           01         0100         0215         002020         757.54           01         0100         0494         001100         3,170.90           01         0100         0494         00201         242.57           01         0100         0494         00202         3,750.01           01         0100         0495         00201         286.88           01         0100         0405         00201         286.88           01         0100         8001         001130         38,634.50           01         0100         8001 <td>01</td> <td>0100</td> <td>0583</td> <td>001100</td> <td>4,744.22</td> <td></td>	01	0100	0583	001100	4,744.22	
01         0100         0402         001100         3,660.00           01         0100         0402         002010         279.99           01         0100         0402         002020         531.80           01         0100         0503         001100         4,943.49           01         0100         0503         002010         378.18           01         0100         0215         001100         5,213.66           01         0100         0215         002020         757.54           01         0100         0215         002020         757.54           01         0100         0494         001100         3,170.90           01         0100         0494         002010         242.57           01         0100         0494         002020         460.73           01         0100         0494         002020         460.73           01         0100         0405         001100         3,750.01           01         0100         0405         002010         286.88           01         0100         0405         002020         544.88           01         0100         8001 </td <td>01</td> <td>0100</td> <td>0583</td> <td>002010</td> <td>362.93</td> <td></td>	01	0100	0583	002010	362.93	
01         0100         0402         002010         279.99           01         0100         0402         002020         531.80           01         0100         0503         001100         4,943.49           01         0100         0503         002010         378.18           01         0100         0503         002020         718.29           01         0100         0215         001100         5,213.66           01         0100         0215         002010         398.85           01         0100         0215         002020         757.54           01         0100         0494         001100         3,170.90           01         0100         0494         002010         242.57           01         0100         0494         002020         460.73           01         0100         0405         00100         3,750.01           01         0100         0405         002010         286.88           01         0100         0405         002020         544.88           01         0100         8001         002020         5,613.59           01         0100         8001 <td>01</td> <td>0100</td> <td>0583</td> <td>002020</td> <td>689.33</td> <td></td>	01	0100	0583	002020	689.33	
01         0100         0402         002020         531.80           01         0100         0503         001100         4,943.49           01         0100         0503         002010         378.18           01         0100         0503         002020         718.29           01         0100         0215         002010         398.85           01         0100         0215         002020         757.54           01         0100         0494         002010         3,770.90           01         0100         0494         002010         3,720.90           01         0100         0494         002010         3,750.01           01         0100         0494         002010         3,750.01           01         0100         0495         002010         286.88           01         0100         0405         002010         286.88           01         0100         8001         002020         544.88           01         0100         8001         002010         2,955.54           01         0100         8001         002010         2,955.54           01         0100         80	01	0100	0402	001100	3,660.00	
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01         0100         0494         001100         3,170.90           01         0100         0494         002010         242.57           01         0100         0494         002020         460.73           01         0100         0405         001100         3,750.01           01         0100         0405         002010         286.88           01         0100         8001         001130         38,634.50           01         0100         8001         002010         2,955.54           01         0100         8001         002020         5,613.59           01         0100         8001         002020         5,613.59           01         0100         8551         001100         6,032.54           01         0100         0551         001130         6,032.54           01         0100         0552         001100         6,048.47           01         0100         0552         001130         6,048.47           01         0100         0553         001130         6,187.56           01         0100         0553         001130         6,234.89           01         0100		-				
01         0100         0494         002010         242.57           01         0100         0494         002020         460.73           01         0100         0405         001100         3,750.01           01         0100         0405         002010         286.88           01         0100         8001         00130         38,634.50           01         0100         8001         002010         2,955.54           01         0100         8001         002020         5,613.59           01         0100         8001         002020         5,613.59           01         0100         8551         001100         6,032.54           01         0100         0551         001130         6,032.54           01         0100         0552         001100         6,048.47           01         0100         0552         001130         6,048.47           01         0100         0553         001130         6,187.56           01         0100         0553         001130         6,234.89           01         0100         0554         001130         6,234.89           01         0100						
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01         0100         0405         001100         3,750.01           01         0100         0405         002010         286.88           01         0100         0405         002020         544.88           01         0100         8001         001130         38,634.50           01         0100         8001         002010         2,955.54           01         0100         8001         002020         5,613.59           01         0100         0551         001100         6,032.54           01         0100         0551         001130         6,032.54           01         0100         0552         001100         6,048.47           01         0100         0552         001130         6,048.47           01         0100         0553         001100         6,187.56           01         0100         0553         001130         6,234.89           01         0100         0554         001130         6,234.89           01         0100         0554         001130         44,461.61           01         0100         0570         002010         3,401.31           01         0100						
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01         0100         0405         002020         544.88           01         0100         8001         001130         38,634.50           01         0100         8001         002010         2,955.54           01         0100         8001         002020         5,613.59           01         0100         0551         001100         6,032.54           01         0100         0551         001130         6,032.54           01         0100         0552         001100         6,048.47           01         0100         0552         001130         6,048.47           01         0100         0553         001100         6,187.56           01         0100         0553         001130         6,234.89           01         0100         0554         001130         6,234.89           01         0100         0554         001130         6,234.89           01         0100         0554         001130         44,461.61           01         0100         0570         002010         3,401.31           01         0100         0570         002020         6,460.27           01         0100 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>						
01         0100         8001         001130         38,634.50           01         0100         8001         002010         2,955.54           01         0100         8001         002020         5,613.59           01         0100         0551         001100         6,032.54           01         0100         0551         001130         6,048.47           01         0100         0552         001130         6,048.47           01         0100         0553         001100         6,187.56           01         0100         0553         001130         6,234.89           01         0100         0554         001100         6,234.89           01         0100         0554         001130         6,234.89           01         0100         0554         001130         6,234.89           01         0100         0554         001130         6,234.89           01         0100         0570         002010         3,401.31           01         0100         0570         002010         3,401.31           01         0100         803         002020         6,460.27           01         0100 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>						
01         0100         8001         002010         2,955.54           01         0100         8001         002020         5,613.59           01         0100         0551         001100         6,032.54           01         0100         0551         001130         6,048.47           01         0100         0552         001130         6,048.47           01         0100         0553         001100         6,187.56           01         0100         0553         001130         6,187.56           01         0100         0553         001130         6,234.89           01         0100         0554         001100         6,234.89           01         0100         0554         001130         6,234.89           01         0100         0554         001130         6,234.89           01         0100         0570         002010         3,401.31           01         0100         0570         002010         3,401.31           01         0100         0570         002020         6,460.27           01         0100         8003         002010         3,401.31           01         0100 <td></td> <td></td> <td></td> <td></td> <td>344.00</td> <td>38 634 50</td>					344.00	38 634 50
01         0100         8001         002020         5,613.59           01         0100         0551         001100         6,032.54           01         0100         0551         001130         6,032.54           01         0100         0552         001100         6,048.47           01         0100         0552         001130         6,048.47           01         0100         0553         001100         6,187.56           01         0100         0553         001130         6,234.89           01         0100         0554         001100         6,234.89           01         0100         0554         001130         6,234.89           01         0100         0554         001130         6,234.89           01         0100         0570         002010         3,401.31           01         0100         0570         002010         3,401.31           01         0100         0570         002020         6,460.27           01         0100         8003         002010         3,401.31           01         0100         8003         002020         6,460.27           01         0100 <td></td> <td>-</td> <td></td> <td></td> <td></td> <td></td>		-				
01         0100         0551         001100         6,032.54           01         0100         0551         001130         6,032.54           01         0100         0552         001100         6,048.47           01         0100         0552         001130         6,048.47           01         0100         0553         001100         6,187.56           01         0100         0553         001130         6,234.89           01         0100         0554         001100         6,234.89           01         0100         0554         001130         6,234.89           01         0100         0570         00100         3,401.31           01         0100         0570         002010         3,401.31           01         0100         0570         002020         6,460.27           01         0100         8003         002010         3,401.31           01         0100         8003         002010         3,401.31           01         0100         8003         002010         3,401.31           01         0100         8003         002010         3,401.31           01         0100		-				·
01         0100         0551         001130         6,032.54           01         0100         0552         001100         6,048.47           01         0100         0552         001130         6,048.47           01         0100         0553         001100         6,187.56           01         0100         0553         001130         6,234.89           01         0100         0554         001130         6,234.89           01         0100         0554         001130         6,234.89           01         0100         0570         001100         44,461.61           01         0100         0570         002010         3,401.31           01         0100         0570         002020         6,460.27           01         0100         8003         002010         3,401.31           01         0100         8003         002020         6,460.27           01         0100         8003         002020         6,460.27           01         0100         8003         002020         6,460.27           01         0100         0475         001100         114,772.90           01         0100<					6.022.54	3,013.39
01         0100         0552         001100         6,048.47           01         0100         0552         001130         6,048.47           01         0100         0553         001100         6,187.56           01         0100         0553         001130         6,234.89           01         0100         0554         001130         6,234.89           01         0100         0554         001130         6,234.89           01         0100         0570         001100         44,461.61           01         0100         0570         002010         3,401.31           01         0100         0570         002020         6,460.27           01         0100         8003         002010         3,401.31           01         0100         8003         002010         3,401.31           01         0100         8003         002010         3,401.31           01         0100         8003         002010         3,401.31           01         0100         8003         002020         6,460.27           01         0100         0475         001100         114,772.90           01         0100<		-			0,032.34	6.022.54
01         0100         0552         001130         6,048.47           01         0100         0553         001100         6,187.56           01         0100         0553         001130         6,234.89           01         0100         0554         001100         6,234.89           01         0100         0554         001130         6,234.89           01         0100         0570         001100         44,461.61           01         0100         0570         002010         3,401.31           01         0100         0570         002020         6,460.27           01         0100         8003         002010         3,401.31           01         0100         8003         002010         3,401.31           01         0100         8003         002010         3,401.31           01         0100         8003         002010         3,401.31           01         0100         8003         002020         6,460.27           01         0100         0475         001100         114,772.90           01         0100         0475         001130         114,772.90           01         010					6.049.47	0,032.34
01         0100         0553         001100         6,187.56           01         0100         0553         001130         6,187.56           01         0100         0554         001100         6,234.89           01         0100         0554         001130         6,234.89           01         0100         0570         001100         44,461.61           01         0100         0570         002010         3,401.31           01         0100         8003         001130         44,461.61           01         0100         8003         002010         3,401.31           01         0100         8003         002010         3,401.31           01         0100         8003         002020         6,460.27           01         0100         8003         002020         6,460.27           01         0100         0475         001100         114,772.90           01         0100         0475         001100         114,772.90           01         0100         0495         001100         53,680.08           01         0100         0495         001101         1,092.40           01         0					0,046.47	6.049.47
01         0100         0553         001130         6,187.56           01         0100         0554         001100         6,234.89           01         0100         0554         001130         6,234.89           01         0100         0570         001100         44,461.61           01         0100         0570         002010         3,401.31           01         0100         0570         002020         6,460.27           01         0100         8003         002010         3,401.31           01         0100         8003         002010         3,401.31           01         0100         8003         002010         3,401.31           01         0100         8003         002010         3,401.31           01         0100         8003         002020         6,460.27           01         0100         0475         001100         114,772.90           01         0100         0475         001130         114,772.90           01         0100         0495         001101         1,092.40           01         0100         0495         001101         1,092.40           01         038					£ 107 E£	0,046.47
01         0100         0554         001100         6,234.89           01         0100         0554         001130         6,234.89           01         0100         0570         001100         44,461.61           01         0100         0570         002010         3,401.31           01         0100         8003         001130         44,461.61           01         0100         8003         002010         3,401.31           01         0100         8003         002010         3,401.31           01         0100         8003         002020         6,460.27           01         0100         8003         002020         6,460.27           01         0100         0475         001100         114,772.90           01         0100         0475         001130         114,772.90           01         0100         0495         001100         53,680.08           01         0100         0495         001101         1,092.40           01         0384         0384         001130         54,772.48           01         0384         0384         001130         4,554.76           01		-			0,167.30	6 107 56
01         0100         0554         001130         6,234.89           01         0100         0570         001100         44,461.61           01         0100         0570         002010         3,401.31           01         0100         0570         002020         6,460.27           01         0100         8003         002010         3,401.31           01         0100         8003         002010         3,401.31           01         0100         8003         002020         6,460.27           01         0100         8003         002020         6,460.27           01         0100         0475         001100         114,772.90           01         0100         0475         001130         114,772.90           01         0100         0495         001100         53,680.08           01         0100         0495         001101         1,092.40           01         0100         0495         001130         54,772.48           01         0384         0384         001130         4,554.76           01         0385         0385         001130         11,273.18           01					6 224 80	0,167.30
01         0100         0570         001100         44,461.61           01         0100         0570         002010         3,401.31           01         0100         0570         002020         6,460.27           01         0100         8003         00130         44,461.61           01         0100         8003         002010         3,401.31           01         0100         8003         002020         6,460.27           01         0100         0475         001100         114,772.90           01         0100         0475         001130         114,772.90           01         0100         0495         001100         53,680.08           01         0100         0495         001101         1,092.40           01         0100         0495         001101         1,092.40           01         0384         0384         001130         54,772.48           01         0384         0384         001100         4,554.76           01         0385         0385         001100         11,273.18           01         0385         0385         001130         15,946.68					0,234.89	6 224 90
01         0100         0570         002010         3,401.31           01         0100         0570         002020         6,460.27           01         0100         8003         001130         44,461.61           01         0100         8003         002010         3,401.31           01         0100         8003         002020         6,460.27           01         0100         0475         001100         114,772.90           01         0100         0475         001130         114,772.90           01         0100         0495         001100         53,680.08           01         0100         0495         001101         1,092.40           01         0100         0495         001130         54,772.48           01         0384         0384         001130         4,554.76           01         0385         0385         001100         11,273.18           01         0385         0385         001130         11,273.18           01         0100         0403         001100         15,946.68					44 461 61	0,234.89
01         0100         0570         002020         6,460.27           01         0100         8003         001130         44,461.61           01         0100         8003         002010         3,401.31           01         0100         8003         002020         6,460.27           01         0100         0475         001100         114,772.90           01         0100         0475         001130         114,772.90           01         0100         0495         001100         53,680.08           01         0100         0495         001101         1,092.40           01         0100         0495         001130         54,772.48           01         0384         0384         001130         4,554.76           01         0384         0384         001130         4,554.76           01         0385         0385         001130         11,273.18           01         0385         0385         001130         15,946.68					·	
01         0100         8003         001130         44,461.61           01         0100         8003         002010         3,401.31           01         0100         8003         002020         6,460.27           01         0100         0475         001100         114,772.90           01         0100         0495         001130         114,772.90           01         0100         0495         001100         53,680.08           01         0100         0495         001101         1,092.40           01         0100         0495         001130         54,772.48           01         0384         0384         001100         4,554.76           01         0384         0384         001130         4,554.76           01         0385         0385         001100         11,273.18           01         0385         0385         001130         11,273.18           01         0100         0403         001100         15,946.68						
01         0100         8003         002010         3,401.31           01         0100         8003         002020         6,460.27           01         0100         0475         001100         114,772.90           01         0100         0475         001130         114,772.90           01         0100         0495         001100         53,680.08           01         0100         0495         001101         1,092.40           01         0100         0495         001130         54,772.48           01         0384         0384         001100         4,554.76           01         0384         0384         001130         4,554.76           01         0385         0385         001100         11,273.18           01         0385         0385         001130         11,273.18           01         0100         0403         001100         15,946.68		-			6,460.27	44.464.64
01         0100         8003         002020         6,460.27           01         0100         0475         001100         114,772.90           01         0100         0475         001130         114,772.90           01         0100         0495         001100         53,680.08           01         0100         0495         001101         1,092.40           01         0100         0495         001130         54,772.48           01         0384         0384         001100         4,554.76           01         0384         0384         001130         4,554.76           01         0385         0385         001100         11,273.18           01         0385         0385         001130         11,273.18           01         0100         0403         001100         15,946.68						·
01         0100         0475         001100         114,772.90           01         0100         0475         001130         114,772.90           01         0100         0495         001100         53,680.08           01         0100         0495         001101         1,092.40           01         0100         0495         001130         54,772.48           01         0384         0384         001100         4,554.76           01         0384         0384         001130         4,554.76           01         0385         0385         001100         11,273.18           01         0385         0385         001130         11,273.18           01         0100         0403         001100         15,946.68						·
01         0100         0475         001130         114,772.90           01         0100         0495         001100         53,680.08           01         0100         0495         001101         1,092.40           01         0100         0495         001130         54,772.48           01         0384         0384         001100         4,554.76           01         0384         0384         001130         4,554.76           01         0385         0385         001100         11,273.18           01         0385         0385         001130         11,273.18           01         0100         0403         001100         15,946.68					444777	6,460.27
01         0100         0495         001100         53,680.08           01         0100         0495         001101         1,092.40           01         0100         0495         001130         54,772.48           01         0384         0384         001100         4,554.76           01         0384         0384         001130         4,554.76           01         0385         0385         001100         11,273.18           01         0385         0385         001130         11,273.18           01         0100         0403         001100         15,946.68					114,772.90	444 === ==
01     0100     0495     001101     1,092.40       01     0100     0495     001130     54,772.48       01     0384     0384     001100     4,554.76       01     0384     0384     001130     4,554.76       01     0385     0385     001100     11,273.18       01     0385     0385     001130     11,273.18       01     0100     0403     001100     15,946.68						114,772.90
01     0100     0495     001130     54,772.48       01     0384     0384     001100     4,554.76       01     0384     0384     001130     4,554.76       01     0385     0385     001100     11,273.18       01     0385     0385     001130     11,273.18       01     0100     0403     001100     15,946.68		-				
01     0384     0384     001100     4,554.76       01     0384     0384     001130     4,554.76       01     0385     0385     001100     11,273.18       01     0385     0385     001130     11,273.18       01     0100     0403     001100     15,946.68		-			1,092.40	
01     0384     0384     001130     4,554.76       01     0385     0385     001100     11,273.18       01     0385     0385     001130     11,273.18       01     0100     0403     001100     15,946.68						54,772.48
01     0385     0385     001100     11,273.18       01     0385     0385     001130     11,273.18       01     0100     0403     001100     15,946.68					4,554.76	
01     0385     0385     001130     11,273.18       01     0100     0403     001100     15,946.68						4,554.76
01 0100 0403 001100 15,946.68					11,273.18	
						11,273.18
01 0100 0403 002010 1,219.92						
	01	0100	0403	002010	1,219.92	

01	0100	0403	002020	2,317.05	
01	0100	8002	001130		15,946.68
01	0100	8002	002010		1,219.92
01	0100	8002	002020		2,317.05
01	0100	0404	001100	31,549.93	2,017.100
01	0100	0404	002010	2,413.57	
01					
	0100	0404	002020	4,584.20	24 5 40 02
01	0100	8002	001130		31,549.93
01	0100	8002	002010		2,413.57
01	0100	8002	002020		4,584.20
01	0100	0426	001100	3,114.42	
01	0100	0426	001130		3,114.42
01	0100	0427	001100	7,251.52	
01	0100	0427	001130		7,251.52
01	0100	0428	001100	10,818.64	
01	0100	0428	001130	,	10,818.64
01	0100	0429	001100	12,733.85	
01	0100	0429	001130	12,733.03	12,733.85
01	0100	0400	001100	11,134.63	12,733.03
01	0100	0400	001101	347.50	
01	0100	0400	002010	878.38	
01	0100	0400	002020	1,668.35	
01	0100	8001	001130		11,482.13
01	0100	8001	002010		878.38
01	0100	8001	002020		1,668.35
01	0100	0497	001100	10,475.27	
01	0100	0497	001130		10,475.27
01	0100	0440	001100	109,373.00	
01	0100	0440	001130	,	109,373.00
01	0100	0450	001100	54,241.58	
01			001130	3 1,2 12.00	54,241.58
01	0387	0387	001101	904.80	34,241.30
				304.80	004.00
01	0387	0387	001130	4 622 24	904.80
01	0100	0562	001100	1,622.34	
01	0100	0562	002010	124.11	
01	0100	0562	002020	235.73	
01	0100	8001	001130		1,622.34
01	0100	8001	002010		124.11
01	0100	8001	002020		235.73
01	0100	0492	001100	18,868.82	
01	0100	0492	001101	2,289.62	
01	0100	0492	001130		21,158.44
01	0100	0540	001100	260,014.66	,
01	0100	0540	001101	560.25	
01	0100	0540	002010	19,933.98	
01	0100	0540	002010	37,861.53	
				37,001.33	260 574 01
01	0100	8004	001130		260,574.91

01	0100	8004	002010		19,933.98
01	0100	8004	002020		37,861.53
01	0100	0665	001100	3,482.78	
01	0100	0665	002010	266.43	
01	0100	0665	002020	506.05	
01	0100	8001	001130	300.03	3,482.78
01	0100	8001	002010		266.43
01	0100	8001	002010		506.05
01	0882	0882	002020	19,930.88	300.03
	0882			19,930.00	10.020.00
01		0882	001130	0.755.26	19,930.88
01	0100	0542	001100	8,755.26	
01	0100	0542	002010	669.78	
01	0100	0542	002020	1,272.14	
01	0100	8004	001130		8,755.26
01	0100	8004	002010		669.78
01	0100	8004	002020		1,272.14
01	0100	0402	001100	23,633.92	
01	0100	0402	001130		23,633.92
01	0100	0503	001100	225.02	
01	0100	0503	001130		225.02
01	0100	0503	001100	103,080.70	
01	0100	0503	001130		103,080.70
01	0100	0451	001100	6,900.84	
01	0100	0451	001101	1,020.84	
01	0100	0451	001130	,	7,921.68
01	0100	0452	001100	17,134.67	1,022100
01	0100	0452	001130	17,13	17,134.67
01	0100	0453	001100	18,454.91	17,10
01	0100	0453	001130	10, 13 1.31	18,454.91
01	0367	0367	001101	1,051.51	10,434.31
01	0367	0367	001130	1,031.31	1,051.51
01		0576		226 490 70	1,031.31
	0100		001100	236,480.70	
01	0100	0576	001101	946.65	227 427 25
01	0100	0576	001130	45 774 04	237,427.35
01	0100	0477	001100	15,774.84	
01	0100	0477	002010	1,206.78	
01	0100	0477	002020	2,292.08	
01	0100	0591	001100	2,351.79	
01	0100	0591	002010	179.91	
01	0100	0591	002020	341.72	
01	0100	8007	001130		18,126.63
01	0100	8007	002010		1,386.69
01	0100	8007	002020		2,633.80
01	0100	0341	001100	19,253.90	
01	0100	0341	002010	1,472.92	
01	0100	0341	002020	2,797.59	
01	0100	8004	001130	-	19,253.90
			, = = = 0	1	,-50.00

01	0100				
A41		8004	002010		1,472.92
01	0100	8004	002020		2,797.59
01	0100	0661	001100	21,636.57	
01	0100	0661	002010	1,655.20	
01	0100	0661	002020	3,143.79	
01	0100	8006	001130		21,636.57
01	0100	8006	002010		1,655.20
01	0100	8006	002020		3,143.79
01	0508	0508	001100	4,465.52	
01	0508	0508	001130		4,465.52
01	0100	0510	001100	964.88	
01	0100	0510	001130		964.88
01	0100	0510	001100	36,458.72	
01	0100	0510	001101	2,311.93	
01	0100	0510	001130		38,770.65
01	0100	0477	001100	4,542.10	
01	0100	0477	002010	347.47	
01	0100	0477	002020	659.97	
01	0100	8007	001130		4,542.10
01	0100	8007	002010		347.47
01	0100	8007	002020		659.97
01	0100	0494	001100	15,504.63	
01	0100	0494	001130		15,504.63
01	0507	0507	001100	6,279.49	
01	0507	0507	001130		6,279.49
01	0100	0560	001100	106,926.19	
01	0100	0560	002010	8,179.85	
01	0100	0560	002020	15,536.38	
01	0100	8003	001130		106,926.19
01	0100	8003	002010		8,179.85
01	0100	8003	002020		15,536.38
01	0100	0499	001100	96,629.38	
01	0100	0499	001101	2,096.67	
01	0100	0499	001130		98,726.05
01	0340	0540	001100	8,663.59	
01	0340	0540	001130		8,663.59
01	0100	0215	001100	1,101.56	
01	0100	0215	002010	84.27	
01	0100	0215	002020	160.06	
01	0100	8006	001130		1,101.56
01	0100	8006	002010		84.27
01	0100	8006	002020		160.06
01	0200	0210	001100	243,620.38	
01	0200	0210	001101	1,372.42	
01	0200	0210	001130	<u> </u>	244,992.80
01	0100	0405	001100	5,744.70	·
01	0100	0405	002010	439.47	

01	0100	0405	002020	834.71	
01	0100	8001	001130		5,744.70
01	0100	8001	002010		439.47
01	0100	8001	002020		834.71
01	0100	0587	001100	11,999.82	
01	0100	0587	002010	917.99	
01	0100	0587	002020	1,743.57	
01	0100	8004	001130		11,999.82
01	0100	8004	002010		917.99
01	0100	8004	002020		1,743.57
				2,188,897.31	2,188,897.31

			Current		Annual Merit	Final Proposed	Dept					
Department	Position	Emp Num	Annual Salary	Merit %	Amount	Salary	Num	Grade	Lump Sum	PCN	PT Hrly	PT Merit
26th District	Ct Adm 3 Dist 26.001	12701	69932.2	5.00%	3496.61	73428.81	436	B.26	3496.61	0011		
277th District	277.0100.001100.	706	77197.38	5.00%	3859.869	81057.249	437	B.28	3859.87	0100		
368th District	368.0103.001100.	12953	69932.2	5.00%	3496.61	73428.81	438	B.26	3496.61	0103		
395th District	395.0106.001100.	1884	77197.38	6.00%	4631.8428	81829.2228	439	B.28	4631.62	0106		
425th District	425.0109.001100.	12743	69932.2	5.00%	3496.61	73428.81	441	B.26	3496.61	0109		
All DC	Cts.0177.001100.	11194	47991.53	4.00%	1919.66112	49911.18912	435	B.22		0177		
Benefits	Specialist.0009.0011	14701	48960	3.50%	1713.599888	50,673.60	886	B.23		0009		
Benefits	Specialist.1623.0011	13314	51149.8	3.50%	1790.243	52,940.04	886	B.23		1623		
Benefits	Admin.0008.001100.	12932	85611.5	4.00%	3424.46	89,035.96	886	B.34		0008		
Budget	Officer.1803.001100	14427	80697.5	7.00%	5648.825	86346.325	491	B.35		1803		
Building Maint	I.0238.001100.	13208	38486.64	3.00%	1154.599148	39641.23742	509	B.18		0238		
Building Maint	I.0240.001100.	13566	35785.88	5.00%	1789.294	37575.174	509	B.18		0240		
Building Maint	1.0242.001100.	14876	37336	3.00%	1120.08	38456.08	509	B.18		0242		
Building Maint	I.0241.001100.	14675	36704.51	3.00%	1101.1353	37805.6453	509	B.18		0241		
Building Maint	Tech I.0235.001100.	14947	35785.88	3.00%	1073.5764	36859.4564	509	B.18		0235		
Building Maint	II.0229.001100.	13018	40062.29	3.00%	1201.868748	41264.16036	509	B.19		0229		
Building Maint	II.1858.001100.N	14897	41092.11	3.00%	1232.7633	42324.8733	509	B.19		1858		
Building Maint	Tech II.0233.001100.	5874	41197.56	2.50%	1029.939111	42227.50355	509	B.19		0233		
Building Maint	Tech II.0237.001100.	5630	41094.95	3.00%	1232.848381	42327.79442	509	B.19		0237		
Building Maint	II.0234.001100.	13465	39014.29	3.00%	1170.428826	40184.72302	509	B.20		0234		
Building Maint	II.0225.001100.	13440	41873.02	3.00%	1256.190712	43129.21446	509	B.20		0225		
Building Maint	II.0226.001100.	14959	43278.96	7.00%	3029.526864	46308.48206	509	B.20		0226		
Building Maint	II.0246.001100.	13585	38570.67	3.00%	1157.120016	39727.78722	509	B.20		0246		
Building Maint	I.0230.001100.	13369	50916.28	3.00%	1527.488352	52443.76675	509	B.22		0230		
Building Maint	Bldg.0247.001100.	13361	48212.51	3.00%	1446.375366	49658.88757	509	B.22		0247		
Building Maint	III.0231.001100.	3713	56450.43	2.50%	1411.26076	57861.69116	509	B.22	496.81	0231		
Building Maint	III.1857.001100.N	12081	47798.4	3.00%	1433.952	49232.352	509	B.23		1857		
Building Maint	1.0227.001100.	12676	48446.24	3.00%	1453.387104	49899.6239	509	B.23		0227		
Building Maint	Supervisor.0239.001	14599	43036.87	3.00%	1291.106016	44327.97322	509	B.23		0239		
Building Maint	Journeyman	13462	57972.47	4.00%	2318.898786	60291.36844	509	B.24		0244		
Building Maint	Coordinator	14581	58495.84	5.00%	2924.792	61420.632	509	B.27		0224		
Building Maint	I.1630.001100.	4673	65459.94	3.00%	1963.7982	67423.7382	509	B.28		1630		

			Current		Annual Merit	Final Proposed	Dept					
Department	Position	Emp Num	Annual Salary	Merit %	Amount	Salary	Num	Grade	Lump Sum	PCN	PT Hrly	PT Merit
Building Maint	II.0228.001100.	5038	65765.18	3.00%	1972.9554	67738.1354	509	B.28		0228		
Building Maint	Director.0236.00110	4507	68064.36	3.50%	2382.2526	70446.6126	509	B.30		0236		
Building Maint	Electrician.1724.001	13360	69717.83	3.00%	2091.534828	71809.36241	509	B.31		1724		
Building Maint	Director	14750	72295.08	4.50%	3253.2786	75548.3586	509	B.32		0223		
Building Maint	IV.1725.001100.	13445	74232.34	3.00%	2226.9702	76459.3102	509	B.33		1725		
Building Maint	V.0243.001100.	14729	90105.08	3.00%	2703.1524	92808.2324	509	B.34		0243		
Commissioner 2	Sr.1674.001100.	10267	47046.06	2.00%	940.92128	47986.98528	212	B.20		1674		
Commissioner 2	2.0254.001100.	5354	77197.64	4.00%	3087.9056	80285.5456	212	B.28	3087.95	0254		
Commissioner 3	3.0258.001100.	12716	43922.3	4.41%	1935.999163	45858.29836	213	B.20		0258		
Commissioner 3	3.0257.001100.	11283	66419.08	5.39%	3581.031617	70000.11162	213	B.27		0257		
Comm Court	Specialist.1677.0011	14669	54345.46	7.00%	3804.1822	58149.6422	401	B.28		1677		
Comm Court	Mgr.0720.001100.	10138	85186.14	5.00%	4259.307	89445.447	401	B.30	4259.23	0720		
Comm Court	Counsel.0719.00110	13014	92965.34	3.00%	2788.9602	95754.3002	401	B.37		0719		
Comm Court	Counsel.0717.00110	10733	126217.5	5.00%	6310.876	132528.396	401	B.39		0717		
Budget	Ofcr.0222.001100.	4765	133265.34	5.00%	6663.267	139928.607	491	EX.1		0222		
Building Maint	Facilities.0245.00110	12279	117000	3.00%	3510	120510	509	EX.1		0245		
Elections	Administrator.0770.	13442	99298.42	3.00%	2978.9526	102277.3726	492	EX.1		0770		
Emergency Svcs	Serv.0904.001100.	14724	158140.58	3.00%	4744.2174	162884.7974	583	EX.1		0904		
HR	HR.0942.001100.	10959	122000.06	3.00%	3660.0018	125660.0618	402	EX.1		0942		
ITS	Serv.0959.001100.	4372	164783.06	3.00%	4943.4918	169726.5518	503	EX.1		0959		
Infrastructure	Infrastructure.0969.	11852	173788.68	3.00%	5213.6604	179002.3404	215	EX.1		0969		
Purchasimg	Agent.1215.001100.	14114	105696.76	3.00%	3170.9028	108867.6628	494	EX.1		1215		
Veterans Svcs	V.1615.001100.	12993	62500.1	6.00%	3750.006	66250.106	405	EX.1		1615		
Constable 1	1.0263.001100.	13218	40768.79	6.00%	2446.127424	43214.91782	551	B.18		0263		
Constable 1	1.0273.001100.	15076	34094.11	3.00%	1022.82336	35116.93536	551	B.18		0273		
Constable 1	1.0274.001100.	14107	42726.49	6.00%	2563.589184	45290.07558	551	B.18		0274		
Constable 2	2.0286.001100.	11958	42896.4	5.00%	2144.82008	45041.22168	552	B.18		0286		
Constable 2	Sr.0275.001100.	12830	33998.2	5.00%	1699.91016	35698.11336	552	B.18		0275		
Constable 2	2.0287.001100.	10974	44074.87	5.00%	2203.74336	46278.61056	552	B.18		0287		
Constable 3	3.0300.001100.	12424	42211.4784	4.89%	2062.452835	44273.93123	553	B.18		0300		
Constable 3	Sr.0288.001100.	13591	39341.12	5.24%	2062.654922	41403.77492	553	B.18		0288		
Constable 3	3.0301.001100.	13093	42211.4784	4.89%	2062.452835	44273.93123	553	B.18		0301		

			Current		Annual Merit	Final Proposed	Dept					
Department	Position	Emp Num	Annual Salary	Merit %	Amount	Salary	Num	Grade	Lump Sum	PCN	PT Hrly	PT Merit
Constable 4	4.0312.001100.	4440	44384.04	5.00%	2219.20192	46603.24032	554	B.18		0312		
Constable 4	4.0313.001100.	5566	42115.72	4.09%	1722.532752	43838.24795	554	B.18		0313		
Constable 4	Specialist.0302.0011	10871	38219.27	6.00%	2293.15632	40512.42832	554	B.18		0302		
Corrections	Jail.0315.001100.	10885	37180.99	4.00%	1487.239648	38668.23085	570	B.15		0315		
Corrections	Jail.0316.001100.	11026	37180.97	4.00%	1487.238783	38668.20835	570	B.15		0316		
Corrections	Jail.0317.001100.	11947	36292.03	3.00%	1088.760855	37380.78935	570	B.15		0317		
Corrections	Jail.0318.001100.	11514	28017.6	4.00%	1120.704	29138.304	570	B.15		0318		
Corrections	Jail.0319.001100.	14150	29429.88	4.00%	1177.195321	30607.07835	570	B.15		0319		
Corrections	Jail.0320.001100.	14070	29429.88	4.00%	1177.195321	30607.07835	570	B.15		0320		
Corrections	Jail.0321.001100.	14321	29429.88	4.00%	1177.195321	30607.07835	570	B.15		0321		
Corrections	Jail.0322.001100.	10606	35410.49	3.00%	1062.314653	36472.80308	570	B.15		0322		
Corrections	Jail.0323.001100.	5734	38110.72	4.00%	1524.428971	39635.15324	570	B.15		0323		
Corrections	Jail.0324.001100.	14586	28572.54	4.00%	1142.901473	29715.4383	570	B.15		0324		
Corrections	Jail.0325.001100.	13598	31204.33	2.00%	624.086528	31828.41293	570	B.15		0325		
Corrections	Jail.0326.001100.	11772	36292.07	4.00%	1451.682871	37743.75465	570	B.15		0326		
Corrections	Jail.0327.001100.	12602	34736.73	4.00%	1389.46912	36126.19712	570	B.15		0327		
Corrections	Jail.0328.001100.	15065	28017.6	3.00%	840.528	28858.128	570	B.15		0328		
Corrections	Jail.0329.001100.	15033	29140.8	3.00%	874.224	30015.024	570	B.15		0329		
Corrections	Jail.0330.001100.	5729	38110.72	4.00%	1524.428971	39635.15324	570	B.15		0330		
Corrections	Jail.0331.001100.	12090	34736.72	4.00%	1389.468682	36126.18574	570	B.15		0331		
Corrections	Jail.0333.001100.	14403	28572.71	2.00%	571.454199	29144.16415	570	B.15		0333		
Corrections	Jail.0334.001100.	14034	32477.55	2.00%	649.5510842	33127.1053	570	B.15		0334		
Corrections	Jail.0335.001100.	10846	37180.99	3.00%	1115.429736	38296.42094	570	B.15		0335		
Corrections	Jail.0336.001100.	14273	29429.88	4.00%	1177.195321	30607.07835	570	B.15		0336		
Corrections	Jail.0337.001100.	13616	29429.88	4.00%	1177.195321	30607.07835	570	B.15		0337		
Corrections	Jail.0314.001100.	14566	32473.21	4.00%	1298.9284	33772.1384	570	B.16		0314		
Corrections	Jail.0588.001100.	14899	37336	4.00%	1493.44	38829.44	570	B.18		0588		
Corrections	Jail.0589.001100.	14851	37315.2	4.00%	1492.608	38807.808	570	B.18		0589		
Corrections	Jail.0590.001100.	12681	39461.76	4.00%	1578.4704	41040.2304	570	B.18		0590		
Corrections	Jail.0586.001100.	14917	39245.44	4.00%	1569.8176	40815.2576	570	B.19		0586		
Corrections	Jail.0583.001100.	10230	50431.42	7.00%	3530.199684	53961.62374	570	B.22		0583		
Corrections	570.0338.001100.	5921	118118	7.00%	8268.26	126386.26	570	B.39		0338		

			Current		Annual Merit	Final Proposed	Dept					
Department	Position	Emp Num	Annual Salary	Merit %	Amount	Salary	Num	Grade	Lump Sum	PCN	PT Hrly	PT Merit
County Attorney	Operator.0961.0011	13437	32855.31	4.00%	1314.212306	34169.51994	475	B.14		0961		
County Attorney	I.0014.001100.	12871	42677.98	4.00%	1707.119149	44385.09788	475	B.18		0014		
County Attorney	I.0015.001100.	11237	41399.09	4.00%	1655.963712	43055.05651	475	B.18		0015		
County Attorney	I.0016.001100.	13657	43309.96	4.00%	1732.398505	45042.36114	475	B.18		0016		
County Attorney	I.0021.001100.	1725	47035.87	4.00%	1881.43488	48917.30688	475	B.18	1881.43	0021		
County Attorney	1.0030.001100.	14529	41382.33	4.00%	1655.29318	43037.62267	475	B.18		0030		
County Attorney	I.1631.001100.	14783	41581.5	7.00%	2,910.71	44,492.21	475	B.18		1631		
County Attorney	Assistant.0018.0011	15038	41218.05	5.00%	2060.90248	43278.95208	475	B.20		0018		
County Attorney	II.0017.001100.	15037	41003.98	4.00%	1640.15904	42644.13504	475	B.20		0017		
County Attorney	II.0019.001100.	1997	51924.56	4.00%	2076.982336	54001.54074	475	B.20	2076.98	0019		
County Attorney	II.0022.001100.	14504	43841.36	4.00%	1753.654493	45595.01682	475	B.20		0022		
County Attorney	Asst.1718.001100.	10145	39948.83	4.00%	1597.953256	41546.78467	475	B.20		1718		
County Attorney	Advocate.0012.0011	12975	44166.2	4.00%	1766.648	45932.848	475	B.20		0012		
County Attorney	Advocate.0013.0011	13241	44481.74	4.00%	1779.269707	46261.01239	475	B.20		0013		
County Attorney	Advocate.0026.0011	14720	44867.31	4.00%	1794.692224	46661.99782	475	B.20		0026		
County Attorney	Specialist.0938.0011	14733	41128.51	5.00%	2056.42528	43184.93088	475	B.20		0938		
County Attorney	Tech.0023.001100.	14719	44566.64	4.00%	1782.665664	46349.30726	475	B.23		0023		
County Attorney	Tech.0024.001100.	13683	45739.2	5.00%	2286.96	48026.16	475	B.23		0024		
County Attorney	Coord.0027.001100.	14589	53016.34	7.00%	3711.1438	56727.4838	475	B.23		0027		
County Attorney	II.0025.001100.Y	14476	49467.67	4.00%	1978.706896	51446.37931	475	B.24		0025		
County Attorney	Admin.0028.001100.	3381	70340.4	4.00%	2813.616	73154.016	475	B.27		0028		
County Attorney	Admin.0029.001100.	2273	73479.12	4.00%	2939.1648	76418.2848	475	B.27	2939.16	0029		
County Attorney	Director.1720.00110	12981	63561.94	4.00%	2542.4776	66104.4176	475	B.30		1720		
County Attorney	Prosecutor.1632.001	15077	65296.92	4.00%	2611.8768	67908.7968	475	B.30		1632		
County Attorney	Prosecutor.1633.001	15068	65296.66	4.00%	2611.8664	67908.5264	475	B.30		1633		
County Attorney	Prosecutor	14077	68915.08	4.00%	2756.6032	71671.6832	475	B.32		0033		
County Attorney	Prosecutor	15000	68955.38	4.00%	2758.2152	71713.5952	475	B.32		0034		
County Attorney	Prosecutor	14965	68983.2	4.00%	2759.328	71742.528	475	B.32		0037		
County Attorney	Prosecutor	14603	68968.12	4.00%	2758.7248	71726.8448	475	B.32		1191		
County Attorney	1.0032.001100.	14830	83101.48	4.00%	3324.0592	86425.5392	475	B.34		0032		
County Attorney	Prosecutor.0038.001	12826	83926.7	5.00%	4196.335	88123.035	475	B.35		0038		
County Attorney	Prosecutor.1802.001	13818	83101.48	4.00%	3324.0592	86425.5392	475	B.35		1802		

			Current		Annual Merit	Final Proposed	Dept					
Department	Position	Emp Num	Annual Salary	Merit %	Amount	Salary	Num	Grade	Lump Sum	PCN	PT Hrly	PT Merit
County Attorney	Chief.0050.001100.	10432	96011.5	4.00%	3840.46	99851.96	475	B.35		0050		
County Attorney	Attorney.0046.0011	12203	104686.4	4.00%	4187.456	108873.856	475	B.36		0046		
County Attorney	Attorney.1721.0011	14795	87837.62	2.00%	1756.7524	89594.3724	475	B.36		1721		
County Attorney	III.0042.001100.	14310	83926.7	4.00%	3357.068	87283.768	475	B.36		0042		
County Attorney	III.0043.001100.	13512	83926.7	4.00%	3357.068	87283.768	475	B.36		0043		
County Attorney	Prosecutor.0041.001	10637	83926.7	4.00%	3357.068	87283.768	475	B.36		0041		
County Attorney	Atty.0045.001100.	14715	99304.14	4.00%	3972.1656	103276.3056	475	B.38		0045		
County Attorney	Prosecutor.0044.001	4843	99939.58	4.00%	3997.5832	103937.1632	475	B.38		0044		
County Attorney	Chief.0067.001100.	5624	105101.9	7.00%	7357.1316	112459.0116	475	B.39		0067		
County Attorney	Asst.0066.001100.	5585	126264.3	4.00%	5050.5728	131314.8928	475	B.42		0066		
Auditor	Specialist.0647.0011	13026	41564.26	4.00%	1662.570386	43226.83005	495	B.19		0647		
Auditor	Auditor.1750.00110	13318	43935.02	6.00%	2636.101375	46571.12428	495	B.20		1750		
Auditor	Auditor.0628.00110	13022	41820	6.00%	2509.200096	44329.2017	495	B.20		0628		
Auditor	Auditor.0629.00110	13473	40216.24	4.00%	1608.649634	41824.89048	495	B.20		0629		
Auditor	Auditor.0630.00110	14568	39134.41	4.00%	1565.376384	40699.78598	495	B.20		0630		
Auditor	Auditor.0631.00110	13415	40814.58	4.00%	1632.583225	42447.16386	495	B.20		0631		
Auditor	Payroll/Accounting	14527	37668.8	4.00%		39175.552	495	B.21		9928	18.11	1092.3955
Auditor	Clerk.1749.001100.	11632	47699.49	4.00%	1907.979554	49607.46841	495	B.21		1749		
Auditor	Specialist.0648.0011	12969	54846.99	4.00%	2193.87973	57040.87297	495	B.24		0648		
Auditor	Specialist.0649.0011	13455	50085.22	4.00%	2003.408889	52088.63111	495	B.24		0649		
Auditor	1100.	15010	48226.36	0.00%	0	48226.36	495	B.26		0623		
Auditor	1100.	13788	52412.62	4.00%	2096.5048	54509.1248	495	B.26		0624		
Auditor	1.0642.001100.	15093	50000.08	0.00%	0	50000.08	495	B.26		0642		
Auditor	1.0643.001100.	13243	55607.5	0.00%	0	55607.5	495	B.26		0643		
Auditor	Lead.0633.001100.	11215	70991.96	4.00%	2839.6784	73831.6384	495	B.28		0633		
Auditor	II.0625.001100.	12453	67552.16	4.00%	2702.0864	70254.2464	495	B.28		0625		
Auditor	II.0626.001100.	12432	70142.02	4.00%	2805.6808	72947.7008	495	B.28		0626		
Auditor	II.1761.001100.	13351	57623.54	4.00%	2304.9416	59928.4816	495	B.28		1761		
Auditor	Accountant.0638.00	14156	57095.22	4.00%	2283.8088	59379.0288	495	B.28		0638		
Auditor	II.0644.001100.	12352	66169.74	4.00%	2646.7896	68816.5296	495	B.28		0644		
Auditor	II.0645.001100.	11950	63646.18	4.00%	2545.8472	66192.0272	495	B.28		0645		
Auditor	Manager.0632.0011	12684	77711.92	4.00%	3108.4768	80820.3968	495	B.31		0632		

			Current		Annual Merit	Final Proposed	Dept					
Department	Position	Emp Num	Annual Salary	Merit %	Amount	Salary	Num	Grade	Lump Sum	PCN	PT Hrly	PT Merit
Auditor	Dir.0634.001100.	11152	80179.32	4.00%	3207.1728	83386.4928	495	B.31		0634		
Auditor	Director.0640.00110	5081	109047.4	4.00%	4361.8952	113409.2752	495	B.35	4361.69	0640		
Auditor	Auditor.0641.00110	2645	126436.2	4.00%	5057.4472	131493.6272	495	B.38	5057.41	0641		
HR	Specialist.0001.0011	14911	41581.51	3.50%	1455.352808	43036.86161	402	B.23		0001		
HR	Specialist.0006.0011	14406	43899.69	3.50%	1536.489136	45436.17874	402	B.23		0006		
HR	Generalist.0003.001	12637	57638.62	4.00%	2305.5448	59944.1648	402	B.26		0003		
HR	Generalist.0004.001	13000	56227.6	4.00%	2249.104	58476.704	402	B.26		0004		
HR	Generalist.0005.001	15031	49000.12	3.00%	1470.0036	50470.1236	402	B.26		0005		
HR	Generalist.0084.001	14940	50000.08	3.00%	1500.0024	51500.0824	402	B.26		0084		
HR	Analyst.1795.001100	12844	54878.2	3.50%	1920.737	56798.937	402	B.28		1795		
HR	Coordinator.0002.00	13392	57405.4	4.00%	2296.216	59701.616	402	B.28		0002		
HR	Coordinator.1760.00	13613	57356.26	4.00%	2294.2504	59650.5104	402	B.28		1760		
HR	Analytics.0007.0011	12874	83499.52	3.50%	2922.4832	86422.0032	402	B.34		0007		
HR	Workforce	11872	92093.3	4.00%	3683.732	95777.032	402	B.36		0010		
JP1	1.9985.001101.	12093	30883.76	3.00%		31810.2695	451	B.15		9985	14.8479	519.87989
JP1	1.9997.001101.	13564	30296.45	3.00%		31205.34144	451	B.15		9997	14.5656	500.96161
JP1	1.0975.001100.	14697	31499.4	3.00%	944.981856	32444.37706	451	B.16		0975		
JP1	1.0978.001100.	11447	36180.44	3.00%	1085.413056	37265.84826	451	B.18		0978		
JP1	1.0970.001100.	3828	49172.76	3.00%	1475.1828	50647.9428	451	B.19	1237.20	0970		
JP1	1.0971.001100.	13500	39228.8	3.00%	1176.864	40405.664	451	B.19		0971		
JP1	1.0972.001100.	15016	55459.82	4.00%	2218.3928	57678.2128	451	B.26		0972		
JP2	Pct 2.0986.001100.	14939	35360	2.00%	707.2	36067.2	452	B.18		0986		
JP2	2.0989.001100.	12843	35656.63	2.00%	713.132576	36369.76138	452	B.18		0989		
JP2	2.0990.001100.	14640	34096.84	4.00%	1363.873472	35460.71027	452	B.18		0990		
JP2	2.0991.001100.	12771	39122.35	2.00%	782.446912	39904.79251	452	B.18		0991		
JP2	2.0992.001100.	14945	35360	2.00%	707.2	36067.2	452	B.18		0992		
JP2	2.0993.001100.	14585	33785.13	7.00%	2364.95896	36150.08696	452	B.18		0993		
JP2	2.0994.001100.	14746	32884.8	2.00%	657.696	33542.496	452	B.18		0994		
JP2	2.0984.001100.	12338	48532.33	4.00%	1941.29312	50473.62112	452	B.19	1062.88	0984		
JP2	2.0985.001100.	10466	48330.63	2.00%	966.612608	49297.24301	452	B.19		0985		
JP2	II.1715.1100.	10450	50874.72	4.00%	2034.9888	52909.7088	452	B.25		1715		
JP2	2.0987.001100.	10649	69932.46	7.00%	4895.2722	74827.7322	452	B.26	4895.29	0987		

			Current		Annual Merit	Final Proposed	Dept					
Department	Position	Emp Num		Merit %	Amount	Salary	Num	Grade	Lump Sum	PCN	PT Hrly	PT Merit
JP3	3.0091.001100.	14315	33837.26	3.00%	1015.117764	34852.37656	453	B.16		0091		
JP3	3.0999.001100.	12420	30899.46	7.00%	2162.962256	33062.42306	453	B.16		0999		
JP3	3.1003.001100.	13354	40020.18	4.00%	1600.807182	41620.98673	453	B.17		1003		
JP3	IV.1716.1100.	14690	37033.61	4.00%	1481.344384	38514.95398	453	B.18		1716		
JP3	3.1006.001100.	12412	37033.6	7.00%	2592.351929	39625.95091	453	B.18		1006		
JP3	3.0096.001100.	11892	45099.36	4.00%	1803.974297	46903.33171	453	B.19		0096		
JP3	3.0998.001100.Y	13192	41768.73	4.00%	1670.749184	43439.47878	453	B.19		0998		
JP3	3.1002.001100.	13220	39713.04	4.00%	1588.521792	41301.56659	453	B.19		1002		
JP3	Admin	11714	52205.4	4.00%	2088.216	54293.616	453	B.25		0093		
JP3	1.0095.001100.	14867	61271.6	4.00%	2450.864	63722.464	453	B.28		0095		
JP3	Manager.9969.0011	13893	37336	4.00%		38829.44	367	B.18		9969	20.604	1051.5124
CCL 1	1.0698.001100.	2809	103814.1	3.00%	3114.423312	106928.5337	426	B.34	3114.40	0698		
CCL 2	2.0703.001100.	10387	44394.39	5.00%	2219.719386	46614.1071	427	B.17	1852.06	0703		
CCL 2	CCL.0701.001100.Y	13860	57364.84	7.00%	4015.5388	61380.3788	427	B.24		0701		
CCL 2	2.0702.001100.	3763	101626.6	1.00%	1016.266273	102642.8936	427	B.34		0702		
CCL 3	3.0707.001100.	13219	36438.83	6.86%	2500	38938.8336	428	B.17		0707		
CCL 3	CCL.0705.001100.	13204	47409.18	7.00%	3318.6426	50727.8226	428	B.22		0705		
CCL 3	3.0706.001100.	12172	103814.1	4.82%	5000	108814.1104	428	B.34	4999.98	0706		
CCL 4	CCL4.0709.001100.	10608	77197.38	5.20%	4014.26376	81211.64376	429	B.28	4014.04	0709		
CCL 4	Auditor.0711.00110	4267	70577.52	5.00%	3528.876	74106.396	429	B.28		0711		
CCL 4	4.0710.001100.	11416	103814.1	5.00%	5190.70552	109004.8159	429	B.34	5190.69	0710		
Treasurer	II.0721.001100.	13373	37143.77	7.00%	2600.06389	39743.83374	497	B.18		0721		
Treasurer	II.0724.001100.	14979	36304.03	5.00%	1815.20144	38119.23024	497	B.18		0724		
Treasurer	Finance.0723.00110	13102	41545.78	7.00%	2908.204741	44453.98675	497	B.21		0723		
Treasurer	Treasurer.0725.0011	14591	63035.96	5.00%	3151.798	66187.758	497	B.27		0725		
District Attorney	II.1634.001100.Y	14081	43042.6	4.00%	1721.704192	44764.30899	440	B.22		1634		
District Attorney	II.1754.001100.Y	13054	41531.76	4.00%	1661.270208	43193.02541	440	B.22		1754		
District Attorney	II.1797.001100.Y	14183	40147.37	5.00%	2007.36848	42154.73808	440	B.22		1797		
District Attorney	Coord.0073.001100.	14079	47508.53	2.30%	1092.696218	48601.22742	440	B.22		0073		
District Attorney	Coord.0074.001100.	14384	43867.82	6.00%	2632.06944	46499.89344	440	B.22		0074		
District Attorney	III.0080.001100.Y	11812	45234.24	6.00%	2714.054304	47948.2927	440	B.23		0080		
District Attorney	III.0081.001100.Y	14088	45234.24	2.70%	1221.324437	46455.56284	440	B.23		0081		

			Current		Annual Merit	Final Proposed	Dept					
Department	Position	Emp Num		Merit %	Amount	Salary	Num	Grade	Lump Sum	PCN	PT Hrly	PT Merit
District Attorney	III.0082.001100.Y	4496	50183.91	4.00%	2007.356416	52191.26682	440	B.23	·	0082		
District Attorney	Coord.1847.001100.	10868	56482.4	4.00%	2259.296	58741.696	440	B.24		1847		
District Attorney	IV.0077.001100.Y	14078	50395.82	5.00%	2519.79104	52915.61184	440	B.25		0077		
District Attorney	IV.0078.001100.Y	4683	50395.78	5.00%	2519.78896	52915.56816	440	B.25		0078		
District Attorney	IV.0915.001100.Y	14080	45886.78	4.00%	1835.47104	47722.24704	440	B.25		0915		
District Attorney	IV.1796.001100.	13524	50885.56	5.00%	2544.27784	53429.83464	440	B.25		1796		
District Attorney	Admin.0076.001100.	3455	68388.11	5.00%	3419.4056	71807.5176	440	B.27		0076		
District Attorney	Admin.0053.001100.	1221	68455.66	7.00%	4791.8962	73247.5562	440	B.29		0053		
District Attorney	Coordinator.1850.00	14931	58832.51	4.00%	2353.300352	61185.80915	440	B.30		1850		
District Attorney	Prosecutor	14813	86999.9	3.00%	2609.997	89609.897	440	B.36		0060		
District Attorney	Prosecutor	14814	79108.64	3.66%	2895.376224	82004.01622	440	B.36		0061		
District Attorney	Prosecutor	13852	90176.32	4.00%	3607.0528	93783.3728	440	B.36		0062		
District Attorney	Prosecutor	10467	98533.24	3.00%	2955.9972	101489.2372	440	B.36		1759		
District Attorney	Prosecutor	14829	83025.02	5.00%	4151.251	87176.271	440	B.36		1791		
District Attorney	Investigator.0055.00	1106	101721.6	4.00%	4068.8648	105790.4848	440	B.37		0055		
District Attorney	Prosecutor	14338	91501.02	4.00%	3660.0408	95161.0608	440	B.37		0063		
District Attorney	Prosecutor	14181	100052.7	4.00%	4002.1072	104054.7872	440	B.37		0064		
District Attorney	Prosecutor	14089	91501.02	4.00%	3660.0408	95161.0608	440	B.37		0086		
District Attorney	Prosecutor	3279	112232.9	2.00%	2244.658	114477.558	440	B.37		1790		
District Attorney	Prosecutor	12979	103653.4	4.00%	4146.1368	107799.5568	440	B.39		0069		
District Attorney	Prosecutor	11389	104690	1.43%	1497.067572	106187.1076	440	B.39		0070		
District Attorney	Prosecutor	14278	102903.8	4.00%	4116.1536	107019.9936	440	B.39		1848		
District Attorney	Prosecutor	13894	100936.4	4.00%	4037.4568	104973.8768	440	B.39		1849		
District Attorney	Chief.0083.001100.Y	14076	114300.7	5.00%	5715.034	120015.714	440	B.43		0083		
District Attorney	Chief.0072.001100.Y	14075	117088.7	3.00%	3512.6598	120601.3198	440	B.43		0072		
District Attorney	Chief.1789.001100.Y	14111	114300.7	5.00%	5715.034	120015.714	440	B.43		1789		
District Attorney	Chief.0071.001100.Y	14087	120875.6	2.00%	2417.5112	123293.0712	440	B.43		0071		
District Attorney	Assistant.0054.0011	10627	141189.4	5.00%	7059.468	148248.828	440	B.45		0054		
DPS	DPS.0248.001100.	10221	40558.44	4.00%	1622.3376	42180.7776	562	B.15	1619.24	0248		
SO	O.1225.001100.	14473	30001.17	2.00%	600.0233167	30,601.19	560	B.15		1225		
SO	O.1226.001100.	12010	36292.03	2.00%	725.84057	37,017.87	560	B.15		1226		
so	O.1227.001100.	14789	28852.66	2.00%	577.053152	29,429.71	560	B.15		1227		

			Current		Annual Merit	Final Proposed	Dept					
Department	Position	Emp Num		Merit %	Amount	Salary	Num	Grade	Lump Sum	PCN	PT Hrly	PT Merit
SO	0.1229.001100.	4631	40561.54	2.00%	811.230784	41,372.77	560		811.23	1229		
SO	O.1230.001100.	13366	32140.46	3.00%	964.2138884	33,104.68	560	B.15		1230		
SO	O.1231.001100.	12057	40561.54	3.00%	1216.846176	41,778.39	560	B.15	1216.85	1231		
SO	O.1232.001100.	5248	40561.54	3.00%	1216.846176	41,778.39	560	B.15	1216.85	1232		
SO	O.1233.001100.Y	14823	28012.28	2.00%	560.245504	28,572.52	560	B.15		1233		
SO	O.1234.001100.	13902	29718.41	3.00%	891.5524024	30,609.97	560	B.15		1234		
SO	O.1236.001100.	12769	34402.63	2.00%	688.052676	35,090.69	560	B.15		1236		
SO	O.1224.001100.	13198	36040.98	2.00%	720.8195829	36,761.80	560	B.16		1224		
SO	Spec.1239.001100.	13416	33446.4	5.00%	1672.32	35,118.72	560	B.17		1239		
SO	OPC.1391.001100.	4309	47035.04	5.00%	2351.752	49,386.79	560	B.18	2351.72	1391		
SO	SO.1390.001100.	13903	34116.35	2.00%	682.3270801	34,798.68	560	B.18		1390		
SO	SO.1392.001100.	13364	41898.67	7.00%	2932.906727	44,831.57	560	B.18		1392		
SO	SO.1393.001100.	12849	40279.95	2.00%	805.598999	41,085.55	560	B.18		1393		
SO	SO.1394.001100.	12422	42492.09	5.00%	2124.604419	44,616.69	560	B.18		1394		
SO	SO.1395.001100.	4774	47035.04	3.00%	1411.0512	48,446.09	560	B.18	1411.02	1395		
SO	SO.1397.001100.	14422	36173.96	4.00%	1446.958356	37,620.92	560	B.18		1397		
SO	SR.0068.001100.	14435	36173.96	3.00%	1085.218767	37,259.18	560	B.18		0068		
SO	Registrar.1417.0011	14180	47057.35	4.00%	1882.294077	48,939.65	560	B.19		1417		
SO	Lead.1235.001100.	13394	45236.17	2.00%	904.7233503	46,140.89	560	B.20		1235		
SO	Clerk.1420.001100.	5579	49507.68	2.00%	990.153632	50,497.84	560	B.20		1420		
SO	Caseworker.1424.00	13502	43305.6	2.00%	866.112	44,171.71	560	B.21		1424		
SO	SO.1376.001100.	10979	51944.58	4.00%	2077.783206	54,022.36	560	B.22		1376		
SO	Officer.1697.001100	14383	52953.3	5.00%	2647.66502	55,600.97	560	B.22		1697		
SO	Tech -	14420	42362.68	7.00%	2965.387549	45,328.07	560	B.22		1731		
SO	SO.1388.001100.	10761	54003.25	4.00%	2160.129817	56,163.38	560	B.22		1388		
SO	SO.1378.001100.	14707	54609.34	5.00%	2730.46696	57,339.81	560	B.23		1378		
SO	SO.1387.001100.	12236	49107.88	4.00%	1964.315218	51,072.20	560	B.23		1387		
SO	SR.1419.001100.	14354	55675.62	2.00%	1113.5124	56,789.13	560	B.23		1419		
SO	Coordinator.1637.00	4978	60291.09	7.00%	4220.37616	64,511.46	560	B.23	4220.36	1637		
SO	SO.1422.001100.	13180	46319.7	3.00%	1389.59095	47,709.29	560	B.23		1422		
SO	Coord.1423.001100.	14198	43696.65	3.00%	1310.899605	45,007.55	560	B.23		1423		
SO	Spec.1247.001100.	5401	65766.01	4.00%	2630.64058	68,396.66	560	B.25	1838.89	1247		

			Current		Annual Merit	Final Proposed	Dept					
Department	Position	Emp Num	Annual Salary	Merit %	Amount	Salary	Num	Grade	Lump Sum	PCN	PT Hrly	PT Merit
SO	Spec.1377.001100.	5103	63917.35	4.00%	2556.693875	66,474.04	560	B.25		1377		
SO	Analyst.1228.001100	13428	54100.8	5.00%	2705.04	56,805.84	560	B.25		1228		
SO	Analyst.1249.001100	11520	63426.7	4.00%	2537.067836	65,963.76	560	B.25		1249		
SO	Analyst.1817.001100	14778	53040	4.00%	2121.6	55,161.60	560	B.25		1817		
SO	SO.1389.001100.	12945	59670.26	7.00%	4176.9182	63,847.18	560	B.25		1389		
SO	SO.1398.001100.	4583	65698.3	7.00%	4598.881135	70,297.18	560	B.26	364.74	1398		
SO	SO.1425.001100.	14705	50666.72	4.00%	2026.6688	52,693.39	560	B.26		1425		
SO	Supervisor.1248.001	4491	73479.22	7.00%	5143.54568	78,622.77	560	B.27	5143.54	1248		
SO	Officer.1396.001100	14140	58774.56	2.00%	1175.4912	59,950.05	560	B.28		1396		
SO	Services	14251	94041.22	7.00%	6582.8854	100,624.11	560	B.33	1836.84	1421		
SO	Analyst.1307.001100	14828	82377.32	2.00%	1647.546368	84,024.86	560	B.33		1307		
SO	Manager.1223.0011	15057	68221.4	2.00%	1364.428	69,585.83	560	B.33		1223		
SO	560.1242.001100.	10811	118118	7.00%	8268.26	126,386.26	560	B.39		1242		
SO	SO.1246.001100.	14068	124023.6	7.00%	8681.6548	132,705.29	560	B.40		1246		
Ext	4H.0908.001100.	15018	29120	5.00%	1456	30576	665	B.15		0908		
Ext	FCS.0909.001100.	12954	34774.31	3.00%	1043.229408	35817.54301	665	B.15		0909		
Ext	Tech.0910.001100.	14368	32785.13	3.00%	983.553792	33768.68019	665	B.15		0910		
County Judge	Aide.1901.001100.	14553	27204.59	5.00%	1360.2295	28564.8195	400	B.13		1901		
County Judge	Operator.9998.0011	13626	28018	2.00%		28018	400	B.14		9998	13.4702	347.49741
County Judge	Admin	11355	57364.84	7.00%	4015.5388	61380.3788	400	B.22	4015.50	0718		
County Judge	Judge.0714.001100.	1306	82269.46	7.00%	5758.8622	88028.3222	400	B.30	2842.10	0714		
District Clerk	Clerk.0746.001100.Y	13878	39789.23	4.00%	1591.569362	41380.80341	450	B.17		0746		
District Clerk	Clerk.0747.001100.Y	14560	34498.93	5.00%	1724.946661	36223.87988	450	B.17		0747		
District Clerk	Clerk.0748.001100.Y	14607	35479.91	4.00%	1419.196423	36899.10699	450	B.17		0748		
District Clerk	Clerk.0749.001100.Y	14895	35548.47	3.00%	1066.454064	36614.92286	450	B.17		0749		
District Clerk	Clerk.0750.001100.Y	14493	33452.69	5.00%	1672.634434	35125.32311	450	B.17		0750		
District Clerk	Clerk.0751.001100.	13002	34021	5.00%	1701.05	35722.05	450	B.17		0751		
District Clerk	Clerk.0754.001100.	13694	35849.14	4.00%	1433.965508	37283.10322	450	B.17		0754		
District Clerk	Clerk.0755.001100.	14462	34021.09	5.00%	1701.054666	35722.14798	450	B.17		0755		
District Clerk	Clerk.0756.001100.	14037	36023.56	3.00%	1080.706848	37104.26845	450	B.17		0756		
District Clerk	Clerk.0757.001100.	14305	35373.59	4.00%	1414.943667	36788.53534	450	B.17		0757		
District Clerk	Clerk.0758.001100.	10226	40510.72	4.00%	1620.428893	42131.15121	450	B.17		0758		

			Current		Annual Merit	Final Proposed	Dept					
Department	Position	Emp Num	Annual Salary	Merit %	Amount	Salary	Num	Grade	Lump Sum	PCN	PT Hrly	PT Merit
District Clerk	Clerk.1192.001100.Y	13824	38198	4.00%	1527.919987	39725.91967	450	B.17		1192		
District Clerk	Clerk.1798.001100.	11476	38205.07	4.00%	1528.202624	39733.26822	450	B.17		1798		
District Clerk	Clerk.1799.001100.	14171	35269.57	4.00%	1410.782666	36680.34932	450	B.17		1799		
District Clerk	Clerk.1800.001100.	14723	32044.48	4.00%	1281.7792	33326.2592	450	B.17		1800		
District Clerk	Clerk.1851.001100.N	12731	31899.98	5.00%	1594.99912	33494.98152	450	B.17		1851		
District Clerk	Clerk.1852.001100.N	14930	31900	5.00%	1595.00016	33495.00336	450	B.17		1852		
District Clerk	Clk.0737.001100.	11474	42352.9	4.00%	1694.115914	44047.01375	450	B.18		0737		
District Clerk	Clk.0738.001100.	11497	41115.39	3.00%	1233.461674	42348.85082	450	B.18		0738		
District Clerk	Clk.0739.001100.	12351	39716.41	4.00%	1588.656575	41305.07095	450	B.18		0739		
District Clerk	Clk.0740.001100.	11460	38939.2	3.50%	1362.87208	40302.07436	450	B.18		0740		
District Clerk	Clk.0741.001100.	13690	36740.33	4.00%	1469.613175	38209.94254	450	B.18		0741		
District Clerk	Clk.0742.001100.	12100	38961.95	4.00%	1558.47785	40520.42411	450	B.18		0742		
District Clerk	Clk.0744.001100.	13016	37641.8	4.00%	1505.671827	39147.46749	450	B.18		0744		
District Clerk	Clk.0752.001100.Y	13274	40458.87	4.00%	1618.354685	42077.2218	450	B.18		0752		
District Clerk	AG.0753.001100.	11165	43641.97	4.00%	1745.678737	45387.64716	450	B.19		0753		
District Clerk	Spec.0733.001100.	10751	46949.11	4.00%	1877.964282	48827.07133	450	B.20		0733		
District Clerk	Clk.0745.001100.	4783	51095.72	4.00%	2043.828679	53139.54564	450	B.20	1214.98	0745		
District Clerk	Coord.0743.001100.	10891	47256.2	4.50%	2126.529217	49382.73404	450	B.20		0743		
District Clerk	C.0734.001100.	4508	66790.88	5.00%	3339.544	70130.424	450	B.26	197.98	0734		
District Clerk	C.0735.001100.	10978	64832.82	4.00%	2593.3128	67426.1328	450	B.26		0735		
District Clerk	Clk.0736.001100.	3493	77946.7	4.00%	3117.868	81064.568	450	B.30		0736		
District Clerk Archi	Clerk.9932.001101.	10140	31200	4.00%		32448	387	B.17		9932	15	904.80002
Elections	Elec.0763.001100.	13587	37110.09	3.50%	1298.853192	38408.94439	492	B.15		0763		
Elections	Asst.0764.001100.	14954	32214.1	4.00%	1288.56416	33502.66816	492	B.15		0764		
Elections	Elections.0765.0011	14374	41182.29	4.00%	1647.291776	42829.58618	492	B.22		0765		
Elections	EA.0766.001100.	11546	64557.74	4.50%	2905.0983	67462.8383	492	B.28		0766		
Elections	Analyst.0767.001100	11959	47956.23	3.50%	1678.468064	49634.69846	492	B.24		0767		
Elections	Coord.0768.001100.	11556	41281.74	4.00%	1651.269568	42933.00877	492	B.18		0768		
Elections	Super.0769.001100.	14758	48898.78	3.75%	1833.70434	50732.48674	492	B.23		0769		
Elections	Elections.0772.0011	14918	35548.45	3.50%	1244.19568	36792.64368	492	B.17		0772		
Elections	Elections.0773.0011	13713	44242	4.00%	1769.679808	46011.67501	492	B.23		0773		
Elections	Supervisor.0774.001	10177	53766.44	4.00%	2150.6576	55917.0976	492	B.23		0774		

			Current		Annual Merit	Final Proposed	Dept					
Department	Position	Emp Num	Annual Salary	Merit %	Amount	Salary	Num	Grade	Lump Sum	PCN	PT Hrly	PT Merit
Elections	Clerk.1804.001100.	14662	28020.74	5.00%	1401.03704	29421.77784	492	B.14		1804		
Elections	Clerk.9954.001101.	14794	32676.8	4.00%		33983.872	492	B.14		9954	15.71	653.536
Elections	Clerk.9955.001101.	14530	33996.93	4.25%		35441.80411	492	B.14		9955	16.3447	722.43486
Elections	Worker.9972.00110	3702	37325.93	4.00%		38818.97011	492	B.14	134.89	9972	17.9452	913.65098
Animal Services	II.0192.001100.	13230	33250.78449	5.00%	1662.539225	34913.32371	545	B.17		0192		
Animal Services	Services.0193.00110	13848	29715.10762	5.00%	1485.755381	31200.863	545	B.16		0193		
Animal Services	II.0194.001100.	13456	33295.38519	5.00%	1664.76926	34960.15445	545	B.17		0194		
Animal Services	Specialist.0203.0011	14992	25396.8	6.00%	1523.808	26920.608	545	B.13		0203		
Animal Services	Specialist.0204.0011	11163	30297.18377	6.00%	1817.831026	32115.0148	545	B.13		0204		
Animal Services	Specialist.0205.0011	14428	26676.953	6.00%	1600.61718	28277.57018	545	B.13		0205		
Animal Services	Specialist.0206.0011	11209	31513.4996	5.00%	1575.67498	33089.17458	545	B.13		0206		
Animal Services	Specialist.0207.0011	13454	28022.02873	5.00%	1401.101437	29423.13017	545	B.13		0207		
Animal Services	Specialist.0208.0011	14700	25900.2224	5.50%	1424.512232	27324.73463	545	B.13		0208		
Animal Services	Dir.0209.001100.	11199	9654112.00%	4.00%	3861.6448	100402.7648	545	EX.1		0209		
Animal Services	Programs	12679	51075.7	5.00%	2553.785	53629.485	545	B.23		0210		
Animal Services	Manager.0211.0011	12232	46297.94	4.50%	2083.4073	48381.3473	545	B.23		0211		
Animal Services	Services.0212.00110	11176	60082.37921	5.00%	3004.118961	63086.49817	545	B.23	2795.40	0212		
Animal Services	Technician.0215.001	13761	35296.70362	5.00%	1764.835181	37061.5388	545	B.18		0215		
Animal Services	Technician.0216.001	14437	32468.8	5.50%	1785.784	34254.584	545	B.18		0216		
Animal Services	Tech.0217.001100.	14726	32468.8	6.00%	1948.128	34416.928	545	B.18		0217		
Animal Services	Specialist.1765.0011	15049	25376	5.50%	1395.68	26771.68	545	B.13		1765		
Animal Services	Behaviorist.1827.00	14784	35841.7904	5.50%	1971.298472	37813.08887	545	B.20		1827		
Animal Services	Specialist.1838.0011	14501	29720.85792	4.50%	1337.438606	31058.29653	545	B.16		1838		
Animal Services	Tech.1840.001100.Y	14680	30015.12384	5.00%	1500.756192	31515.88003	545	B.16		1840		
Animal Services	Coordinator.1884.00	13387	41581.5088	5.00%	2079.07544	43660.58424	545	B.23		1884		
Animal Services	01100.	14503	101145.46	5.00%		106202.733	546	B.41		1886		
Animal Services	Specialist.1887.0011	14900	25392.0992	5.50%	1396.565456	26788.66466	545	B.13		1887		
Animal Services	Specialist.1889.0011	14837	25392.12	5.50%	1396.5666	26788.6866	545	B.13		1889		
Animal Services	Specialist.9992.0011	14955	25396.8	5.50%		26793.624	545	B.13		9992	12.21	1012.6974
Fleet	1.0917.001100.	13106	\$39,308.64	4.00%	\$1,572.35	\$40,880.98	882	B.16		0917		
Fleet	1.0927.001100.	10424	\$44,940.61	4.00%	\$1,797.62	\$46,738.23	882	B.20		0927		
Fleet	Coordinator	13807	\$39,173.93	5.00%	\$1,958.70	\$41,132.63	882	B.21		0919		

			Current		Annual Merit	Final Proposed	Dept					
Department	Position	Emp Num	Annual Salary	Merit %	Amount	Salary	Num	Grade	Lump Sum	PCN	PT Hrly	PT Merit
Fleet	II.1188.001100.	13593	\$44,861.50	6.00%	\$2,691.69	\$47,553.19	882	B.22		1188		
Fleet	1.0087.001100.	3013	\$57,364.84	6.00%	\$3,441.89	\$60,806.73	882	B.24		0087		
Fleet	III.0922.001100.	12391	\$49,362.04	4.00%	\$1,974.48	\$51,336.52	882	B.22		0922		
Fleet	III.0925.001100.	13576	\$46,585.57	4.00%	\$1,863.42	\$48,449.00	882	B.22		0925		
Fleet	III.0931.001100.	13718	\$44,805.99	4.00%	\$1,792.24	\$46,598.23	882	B.22		0931		
Fleet	1.0918.001100.	14044	\$70,962.32	4.00%	\$2,838.49	\$73,800.81	882	B.28		0918		
HazMat	Captain.1812.00110	4171	64864.592	5.00%	3243.2296	68107.8216	542	B.30		1812		
HazMat	Marshal.1811.00110	14941	82949.88	3.00%	2488.4964	85438.3764	542	B.33		1811		
HazMat	Chief.0934.001100.	11960	100784.32	3.00%	3023.5296	103807.8496	542	B.35		0934		
Co Clerk Archive	II.0662.001100.	13176	34898.71649	5.00%	1744.935825	36643.65232	384	B.17		0662		
Co Clerk Archive	1.0661.001100.	13417	35146.69292	3.00%	1054.400788	36201.09371	384	B.16		0661		
Co Clerk Archive	II.0663.001100.	14486	35108.5194	5.00%	1755.42597	36863.94537	384	B.17		0663		
Co Clerk Rcds Mgm	II.0690.001100.	11921	37816.06967	4.00%	1512.642787	39328.71246	385	B.17		0690		
Co Clerk Rcds Mgm	1.0691.001100.	13436	34112.84827	4.00%	1364.513931	35477.3622	385	B.16		0691		
Co Clerk Rcds Mgm	Spec.0695.001100.	11262	47608.704	4.00%	1904.34816	49513.05216	385	B.22		0695		
Co Clerk Rcds Mgm	III.0684.001100.	11403	40880.74548	4.00%	1635.229819	42515.9753	385	B.18		0684		
Co Clerk Rcds Mgm	II.0686.001100.	13913	36904.77416	4.00%	1476.190966	38380.96513	385	B.17		0686		
Co Clerk Rcds Mgm	1.0694.001100.	14308	35587.76592	4.00%	1423.510637	37011.27656	385	B.16		0694		
Co Clerk Rcds Mgm	III.0693.001100.	13813	39134.91734	5.00%	1956.745867	41091.6632	385	B.18		0693		
Co Clerk	III.0651.001100.	14641	34333.19001	4.00%	1373.3276	35706.51761	403	B.18		0651		
Co Clerk	Clk.0652.001100.	12509	63864.58	4.00%	2554.5832	66419.1632	403	B.26		0652		
Co Clerk	Coordinator.0659.00	13187	49155.42423	4.00%	1966.216969	51121.6412	403	B.23		0659		
Co Clerk	II.0656.001100.	14871	34610.992	4.00%	1384.43968	35995.43168	403	B.17		0656		
Co Clerk	II.0655.001100.	14982	35505.6	4.00%	1420.224	36925.824	403	B.17		0655		
Co Clerk	III.0657.001100.	14525	38064	4.00%	1522.56	39586.56	403	B.18		0657		
Co Clerk	1.0650.001100.	13663	34120.50916	4.00%	1364.820366	35485.32953	403	B.16		0650		
Co Clerk	Cr.0653.001100.	14307	73525.14	5.00%	3676.257	77201.397	403	B.30		0653		
Co Clerk	1.0658.001100.	13370	34212.47882	2.00%	684.2495764	34896.7284	403	B.16		0658		
Co Clerk Judicial	Jud.0666.001100.	12201	61708.66	5.00%	3085.433	64794.093	404	B.26		0666		
Co Clerk Judicial	II.0679.001100.	12983	37239.80959	4.00%	1489.592384	38729.40198	404	B.17		0679		
Co Clerk Judicial	1.0678.001100.	13692	33781.46475	5.00%	1689.073237	35470.53799	404	B.16		0678		
Co Clerk Judicial	Clk.0685.001100.	11529	41669.66966	4.00%	1666.786786	43336.45644	404	B.18		0685		

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Department	Position	Emp Num		Merit %	Amount	Salary	Num	Grade	Lump Sum	PCN	PT Hrly	PT Merit
Co Clerk Judicial	II.0674.001100.	14993	33999.992	2.00%	679.99984	34679.99184	404	B.17		0674	,	
Co Clerk Judicial	1.0680.001100.	14257	33781.90138	2.00%	675.6380275	34457.5394	404	B.16		0680		
Co Clerk Judicial	II.0670.001100.	5822	40708.36336	4.00%	1628.334535	42336.6979	404	B.17		0670		
Co Clerk Judicial	III.0681.001100.	14782	37531.104	4.00%	1501.24416	39032.34816	404	B.18		0681		
Co Clerk Judicial	II.0671.001100.	13175	36548.8991	5.00%	1827.444955	38376.34405	404	B.17		0671		
Co Clerk Judicial	1.0672.001100.	14139	34177.63663	3.00%	1025.329099	35202.96573	404	B.16		0672		
Co Clerk Judicial	1.0676.001100.	13418	35477.37865	5.00%	1773.868933	37251.24758	404	B.16		0676		
Co Clerk Judicial	Coord.0682.001100.	10402	41099.68527	4.00%	1643.987411	42743.67268	404	B.18		0682		
Co Clerk Judicial	Jud.0665.001100.	4347	65431.08	5.00%	3271.554	68702.634	404	B.26		0665		
Co Clerk Judicial	II.0669.001100.	10144	40313.05964	4.00%	1612.522386	41925.58202	404	B.17		0669		
Co Clerk Judicial	III.0667.001100.	4248	47035.0608	4.00%	1881.402432	48916.46323	404	B.18	1881.39	0667		
Co Clerk Judicial	Coord.0683.001100.	11304	44258.17654	4.00%	1770.327061	46028.5036	404	B.18		0683		
Co Clerk Judicial	Deputy	10529	52835.99692	5.00%	2641.799846	55477.79676	404	B.24		0673		
Co Clerk Judicial	III.0675.001100.	12075	42139.71905	4.00%	1685.588762	43825.30781	404	B.18		0675		
EMS	Support.0778.00110	13413	68232.84	4.00%	2729.3136	70962.1536	540	B.32		0778		
EMS	EMS.0779.001100.	2593	139482.7	4.00%	5579.3088	145062.0288	540	B.40	5579.29	0779		
EMS	Commander.0780.0	3677	88999.82	4.00%	3559.9928	92559.8128	540	B.33		0780		
EMS	Lieutenant.0781.001	5234	60249.47	4.00%	2409.978688	62659.44589	540	B.24		0781		
EMS	Lieutenant.0782.001	12357	47289.94	4.00%	1891.597683	49181.53977	540	B.24		0782		
EMS	Lieutenant.0783.001	12623	45704.36	4.00%	1828.174234	47532.53007	540	B.24		0783		
EMS	Lieutenant.0784.001	12624	52112.01	4.00%	2084.480452	54196.49176	540	B.24		0784		
EMS	Commander.0785.0	3649	112227.7	4.00%	4489.108	116716.808	540	B.37		0785		
EMS	Lieutenant.0786.001	12358	48131.62	4.00%	1925.264828	50056.88552	540	B.24		0786		
EMS	Paramedic.0787.001	13654	38211.14	4.00%	1528.445724	39739.58882	540	B.20		0787		
EMS	Lieutenant.0788.001	2458	63356.01	4.00%	2534.240384	65890.24998	540	B.24	2534.24	0788		
EMS	Logistics.0789.00110	10531	86407.88	5.00%	4320.394	90728.274	540	B.35		0789		
EMS	Commander.0790.0	3579	63512.78	4.00%	2540.511244	66053.29234	540	B.28		0790		
EMS	Commander.0791.0	2962	65163.87	4.00%	2606.554904	67770.4275	540	B.28		0791		
EMS	Commander.0792.0	2834	65097.09	4.00%	2603.883623	67700.97419	540	B.28		0792		
EMS	Commander.0793.0	10770	70144.59	4.00%	2805.78348	72950.37048	540	B.28		0793		
EMS	Commander.0794.0	4527	60498.2	4.00%	2419.927918	62918.12588	540	B.28		0794		
EMS	Commander.0795.0	2079	70144.59	4.00%	2805.78348	72950.37048	540	B.28		0795		

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EMS	Commander.0797.0	4006	103564.2	4.00%	4142.5696	107706.8096	540	B.37		0797	,	
EMS	Lieutenant.0798.001	1594	63356.01	3.43%	2173.111129	65529.12073	540	B.24	2173.11	0798		
EMS	Lieutenant.0799.001	1	54330.14	4.00%	2173.205764	56503.34988	540	B.24		0799		
EMS	Paramedic.0800.001	1	49774.4	0.00%	0	49774.4	540	B.26		0800		
EMS	Lieutenant.0801.001	12915	45881.85	4.00%	1835.27399	47717.12373	540	B.24		0801		
EMS	Officer.0802.001100	3432	55974.85	4.00%	2238.994068	58213.84578	540	B.24		0802		
EMS	Lieutenant.0803.001	10315	54748.28	4.00%	2189.931135	56938.20951	540	B.24		0803		
EMS	Lieutenant.0804.001	4756	54508.05	4.00%	2180.322188	56688.37689	540	B.24		0804		
EMS	Lieutenant.0805.001	12218	54196.45	4.00%	2167.858009	56364.30822	540	B.24		0805		
EMS	Lieutenant.0806.001	3790	53413.09	4.00%	2136.523691	55549.61596	540	B.24		0806		
EMS	Lieutenant.0807.001	4590	54748.28	4.00%	2189.931135	56938.20951	540	B.24		0807		
EMS	Lieutenant.0808.001	10716	50372.43	4.00%	2014.897302	52387.32985	540	B.24		0808		
EMS	Coordinator.0809.00	13532	52454.01	4.00%	2098.160597	54552.17553	540	B.22		0809		
EMS	Paramedic.0810.001	12448	43836.69	4.00%	1753.467521	45590.15554	540	B.20		0810		
EMS	Paramedic.0811.001	11098	44597.15	4.00%	1783.88602	46381.03653	540	B.20		0811		
EMS	Paramedic.0812.001	11805	59966.4	4.00%	2398.656	62365.056	540	B.26		0812		
EMS	Paramedic.0813.001	13080	39165.5	4.00%	1566.619804	40732.11491	540	B.20		0813		
EMS	Paramedic.0814.001	14345	36558.81	4.00%	1462.352415	38021.16278	540	B.20		0814		
EMS	Paramedic.0815.001	4758	48213.59	4.00%	1928.543769	50142.13799	540	B.20		0815		
EMS	Paramedic.0816.001	12356	43836.67	4.00%	1753.466655	45590.13304	540	B.20		0816		
EMS	Paramedic.0817.001	VACANCY	0		0	0	540	B.20		0817		
EMS	Paramedic.0818.001	10232	40332.83	4.00%	1613.31331	41946.14605	540	B.20		0818		
EMS	Paramedic.0819.001	13834	38006.89	4.00%	1520.275761	39527.16978	540	B.20		0819		
EMS	Paramedic.0820.001	13066	40652.99	4.00%	1626.119431	42279.10522	540	B.20		0820		
EMS	Paramedic.0821.001	14685	36469.01	4.00%	1458.760576	37927.77498	540	B.20		0821		
EMS	Paramedic.0822.001	14686	36469.01	3.43%	1250.887194	37719.90159	540	B.20		0822		
EMS	Paramedic.0823.001	13825	38032.15	4.00%	1521.285931	39553.4342	540	B.20		0823		
EMS	Paramedic.0824.001	11248	45163.44	3.71%	1675.563446	46838.99865	540	B.20		0824		
EMS	Paramedic.0825.001	4994	47379.92	2.57%	1217.664009	48597.58655	540	B.20		0825		
EMS	Paramedic.0826.001	11249	42209.4	4.00%	1688.376035	43897.77691	540	B.20		0826		
EMS	Paramedic.0827.001	4995	46805.3	2.29%	1071.84144	47877.14448	540	B.20		0827		
EMS	Paramedic.0828.001	12354	43836.69	5.00%	2191.834401	46028.52242	540	B.20		0828		

			Current		Annual Merit	Final Proposed	Dept					
Department	Position	Emp Num		Merit %	Amount	Salary	Num	Grade	Lump Sum	PCN	PT Hrly	PT Merit
EMS	Officer.0829.001100	2580	60310.86	4.00%	2412.434308	62723.29202	540	B.24		0829		
EMS	Paramedic.0830.001	14963	35841.79		0	35841.7904	540	B.20		0830		
EMS	Officer.0831.001100	13067	44545.26	4.00%	1781.810281	46327.0673	540	B.24		0831		
EMS	Paramedic.0832.001	10909	46275.27	4.00%	1851.010945	48126.28457	540	B.20		0832		
EMS	Paramedic.0833.001	11489	45163.45	4.00%	1806.537817	46969.98325	540	B.20		0833		
EMS	Paramedic.0834.001	13827	38032.15	4.00%	1521.285931	39553.4342	540	B.20		0834		
EMS	Paramedic.0835.001	12916	38690.28	3.14%	1214.874714	39905.15221	540	B.20		0835		
EMS	Paramedic.0836.001	10714	45893.21	3.71%	1702.638125	47595.84904	540	B.20		0836		
EMS	Paramedic.0837.001	13647	38024.75	3.71%	1410.718124	39435.4654	540	B.20		0837		
EMS	Practices.0838.0011	10316	76236.94	4.00%	3049.4776	79286.4176	540	B.32		0838		
EMS	Paramedic.0839.001	14964	35841.79		0	35841.7904	540	B.20		0839		
EMS	Paramedic.0840.001	14350	35931.58	4.00%	1437.263035	37368.83891	540	B.20		0840		
EMS	Officer.0841.001100	4757	51977.62	4.00%	2079.104997	54056.72992	540	B.24		0841		
EMS	Paramedic.0842.001	12620	42507.08	4.00%	1700.283167	44207.36235	540	B.20		0842		
EMS	Paramedic.0843.001	13063	40732.1	4.00%	1629.284112	42361.38691	540	B.20		0843		
EMS	Paramedic.0844.001	13649	36558.62	3.71%	1356.324832	37914.94563	540	B.20		0844		
EMS	Paramedic.0845.001	13646	38024.75	4.00%	1520.989891	39545.73717	540	B.20		0845		
EMS	Paramedic.0846.001	3111	51924.56	4.00%	2076.982336	54001.54074	540	B.20	2076.97	0846		
EMS	Paramedic.0847.001	13075	39407.17	4.00%	1576.286968	40983.46117	540	B.20		0847		
EMS	Paramedic.0848.001	13648	38024.75	4.00%	1520.989891	39545.73717	540	B.20		0848		
EMS	Paramedic.0849.001	14349	36469.21	4.00%	1458.768217	37927.97365	540	B.20		0849		
EMS	Paramedic.0850.001	12219	43118.48	3.14%	1353.920351	44472.40286	540	B.20		0850		
EMS	Paramedic.0851.001	13986	37655.59	1.43%	538.4748664	38194.05993	540	B.20		0851		
EMS	Paramedic.0852.001	10085	48095.11	4.00%	1923.804539	50018.91801	540	B.20		0852		
EMS	Paramedic.0853.001	13065	40453.79	4.00%	1618.151466	42071.9381	540	B.20		0853		
EMS	Paramedic.0854.001	12616	42569.06	4.00%	1702.762257	44271.81868	540	B.20		0854		
EMS	Paramedic.0855.001	11900	58554.88	3.71%	2172.385884	60727.26147	540	B.26		0855		
EMS	Paramedic.0856.001	13839	37932	4.00%	1517.279875	39449.27674	540	B.20		0856		
EMS	Paramedic.0857.001	10833	46049.54	4.00%	1841.981623	47891.52221	540	B.20		0857		
EMS	Paramedic.0858.001	12920	40183.8	4.00%	1607.35208	41791.15409	540	B.20		0858		
EMS	Paramedic.0859.001	12901	40853.09	4.00%	1634.12366	42487.21515	540	B.20		0859		
EMS	Paramedic.0860.001	3845	51924.56	4.00%	2076.982336	54001.54074	540	B.20	2076.97	0860		

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Department	Position	Emp Num		Merit %	Amount	Salary	Num	Grade	Lump Sum	PCN	PT Hrly	PT Merit
EMS	Officer.0861.001100	3863	50795.8	4.00%	2031.832151	52827.63592	540	B.24		0861	<i>'</i>	
EMS	Paramedic.0862.001	13074	40414.4	3.71%	1499.37424	41913.77424	540	B.20		0862		
EMS	Paramedic.0863.001	12917	40732.1	4.00%	1629.284112	42361.38691	540	B.20		0863		
EMS	Paramedic.0864.001	14688	36558.62	4.00%	1462.344832	38020.96563	540	B.20		0864		
EMS	Paramedic.0865.001	14348	36558.81	4.00%	1462.352415	38021.16278	540	B.20		0865		
EMS	Paramedic.0866.001	14687	36558.62	4.00%	1462.344832	38020.96563	540	B.20		0866		
EMS	Paramedic.0867.001	14352	36469.21	3.71%	1353.007522	37822.21296	540	B.20		0867		
EMS	Paramedic.0868.001	11487	44943.14	4.00%	1797.725438	46740.86138	540	B.20		0868		
EMS	Paramedic.0869.001	3068	51924.56	3.43%	1781.012353	53705.57075	540	B.20	1781.00	0869		
EMS	Paramedic.0870.001	14962	35841.79		0	35841.7904	540	B.20		0870		
EMS	Paramedic.0871.001	13835	38005.79	3.14%	1193.381817	39199.17218	540	B.20		0871		
EMS	Officer.0872.001100	12452	46894.57	4.00%	1875.782938	48770.35638	540	B.24		0872		
EMS	Paramedic.0873.001	11802	43624.14	4.00%	1744.965472	45369.10227	540	B.20		0873		
EMS	Paramedic.0874.001	12625	42176.36	4.00%	1687.054244	43863.41036	540	B.20		0874		
EMS	Paramedic.0875.001	12454	43066.31	4.00%	1722.652571	44788.96684	540	B.20		0875		
EMS	Paramedic.0876.001	13270	39051.41	4.00%	1562.056294	40613.46364	540	B.20		0876		
EMS	Paramedic.0877.001	2862	51924.56	3.43%	1781.012353	53705.57075	540	B.20	1781.00	0877		
EMS	Paramedic.0878.001	12216	49774.4	4.00%	1990.976	51765.376	540	B.26		0878		
EMS	Paramedic.0879.001	4518	48348.15	4.00%	1933.926149	50282.07988	540	B.20		0879		
EMS	Paramedic.0880.001	3992	51924.56	3.71%	1926.401117	53850.95952	540	B.20	1926.39	0880		
EMS	Paramedic.0881.001	12064	57628.17	4.00%	2305.126886	59933.29905	540	B.26		0881		
EMS	Paramedic.0882.001	12621	42114.98	3.43%	1444.543957	43559.52812	540	B.20		0882		
EMS	Paramedic.0883.001	14159	37143.57	1.43%	531.1530616	37674.7238	540	B.20		0883		
EMS	Paramedic.0884.001	14351	49772.74	4.00%	1990.90944	51763.64544	540	B.26		0884		
EMS	Paramedic.0885.001	13826	38032.15	4.00%	1521.285931	39553.4342	540	B.20		0885		
EMS	Paramedic.0886.001	13650	38024.75	4.00%	1520.989891	39545.73717	540	B.20		0886		
EMS	Paramedic.0887.001	11491	45163.44	4.00%	1806.537408	46969.97261	540	B.20		0887		
EMS	Paramedic.0888.001	11906	43248.5	4.00%	1729.940165	44978.44429	540	B.20		0888		
EMS	Paramedic.0889.001	13076	55452.8	4.00%	2218.112	57670.912	540	B.26		0889		
EMS	Paramedic.0890.001	14966	35841.79		0	35841.7904	540	B.20		0890		
EMS	Paramedic.0891.001	14158	37143.57	2.86%	1062.306123	38205.87686	540	B.20		0891		
EMS	Paramedic.0892.001	12821	42032.86	3.43%	1441.727069	43474.58622	540	B.20		0892		

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EMS	Paramedic.0893.001	14689	36558.62	4.00%	1462.344832	38020.96563	540	B.20		0893		
EMS	Specialist.0897.0011	11432	53412.84	4.00%	2136.5136	55549.3536	540	B.21	973.84	0897		
EMS	Commander.0898.0	10533	86309.08	4.00%	3452.3632	89761.4432	540	B.35		0898		
EMS	Paramedic.0899.001	12065	64985.88	3.14%	2040.556662	67026.43762	540	B.26		0899		
EMS	Paramedic.0900.001	12062	64625.6	2.57%	1660.87792	66286.47792	540	B.26		0900		
EMS	Associate.0901.0011	14146	42897.46	5.00%	2144.87312	45042.33552	540	B.18		0901		
EMS	Manager.0902.0011	5895	81406	4.00%	3256.24	84662.24	540	B.33		0902		
EMS	Administrator.0903.	13147	47268.24	4.00%	1890.729474	49158.96632	540	B.20		0903		
EMS	Paramedic.1617.001	13275	53309.48	4.00%	2132.379137	55441.85756	540	B.26		1617		
EMS	Paramedic.1618.001	14684	36558.62	4.00%	1462.344832	38020.96563	540	B.20		1618		
EMS	Paramedic.1619.001	13829	38032.15	4.00%	1521.285931	39553.4342	540	B.20		1619		
EMS	Paramedic.1620.001	12063	41383.82	3.43%	1419.465118	42803.28779	540	B.20		1620		
EMS	Paramedic.1625.001	13828	38032.15	4.00%	1521.285931	39553.4342	540	B.20		1625		
EMS	Paramedic.1626.001	12922	40573.96	3.71%	1505.293743	42079.24908	540	B.20		1626		
EMS	Paramedic.1627.001	12914	39104.65	1.71%	668.6895305	39773.34044	540	B.20		1627		
EMS	Commander.1640.0	10831	60548.97	4.00%	2421.958646	62970.9248	540	B.28		1640		
EMS	Commander.1641.0	10086	58227.85	4.00%	2329.113883	60556.96095	540	B.28		1641		
EMS	Quality.1652.001100	11659	89886.94	4.00%	3595.4776	93482.4176	540	B.32		1652		
EMS	Commander.1653.0	4589	63427.78	4.00%	2537.111117	65964.88904	540	B.28		1653		
EMS	Clinical.1654.001100	11102	83379.4	4.00%	3335.176	86714.576	540	B.32		1654		
EMS	Paramedic.1828.001	11100	48950.4	4.00%	1958.016154	50908.41999	540	B.20		1828		
EMS	Paramedic.1829.001	14549	36558.62	4.00%	1462.344832	38020.96563	540	B.20		1829		
EMS	Paramedic.1830.001	14542	36558.62	4.00%	1462.344832	38020.96563	540	B.20		1830		
EMS	Paramedic.1831.001	14544	36558.62	4.00%	1462.344832	38020.96563	540	B.20		1831		
EMS	Paramedic.1832.001	14543	36558.62	4.00%	1462.344832	38020.96563	540	B.20		1832		
EMS	Paramedic.1833.001	14540	36558.62	4.00%	1462.344832	38020.96563	540	B.20		1833		
EMS	Clerk.9949.001101.	14765	28012.3	4.00%		29132.78784	540	B.15		9949	13.4675	560.24807
Purchasing	II.1216.001100.	14915	40000	2.00%	800.000032	40,800.00	494	B.22		1216		
Purchasing	II.1696.001100.	14908	42016	2.00%	840.32	42,856.32	494	B.22		1696		
Purchasing	III.1213.001100.	15030	43680	1.00%	436.8	44,116.80	494	B.24		1213		
Purchasing	III.1217.001100.	14461	48325.22	4.00%	1933.008896	50,258.23	494	B.24		1217		
Purchasing	III.1805.001100.	14126	44545.26	3.50%	1559.084072	46,104.34	494	B.24		1805		

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Purchasing	Specialist.1701.0011	14104	53501.47	3.00%	1605.044064	55,106.51	494	B.26		1701		
Purchasing	Specialist.1220.0011	13786	57390.32	4.00%	2295.6128	59,685.93	494	B.28		1220		
Purchasing	Coordinator.1219.00	12079	65048.88	4.00%	2601.9552	67,650.84	494	B.28		1219		
Purchasing	Agent.1214.001100.	10956	85820.02	4.00%	3432.8008	89,252.82	494	B.32		1214		
RCS	RCS.1638.001100.	5097	47135.07	5.00%	2356.75336	49491.82056	507	B.22		1638		
RCS	Comm.1221.001100.	13356	78454.74	5.00%	3922.737	82377.477	507	B.33		1221		
Juvenile	Grant.1022.001100.	13885	48867.15353	4.00%	1954.686141	50821.83967	573	B.22		1022		
Juvenile	Grant.1024.001100.	14465	40991.1008	4.00%	1639.644032	42630.74483	573	B.21		1024		
Juvenile	Grant.1025.001100	14808	40499.992	4.00%	1619.99968	42119.99168	573	B.21		1025		
Juvenile	Counselor.1026.001	15050	47818.68	4.00%	1912.7472	49731.4272	576	B.23		1026		
Juvenile	Grant.1028.001100.	10209	49999.9968	4.00%	1999.999872	51999.99667	573	B.22		1028		
Juvenile	Grant.1030.001100.	2869	54575.4976	4.00%	2183.019904	56758.5175	573	B.21	2183.01	1030		
Juvenile	Grant.1031.001100.	12746	48876.1312	4.00%	1955.045248	50831.17645	573	B.22		1031		
Juvenile	Grant.1033.001100.	13892	42656.432	4.00%	1706.25728	44362.68928	573	B.21		1033		
Juvenile	Grant.1035.001100.	3437	56185.90975	2.00%	1123.718195	57309.62795	573	B.22		1035		
Juvenile	Grant.1036.001100.	14490	46002.0288	4.00%	1840.081152	47842.10995	573	B.22		1036		
Juvenile	Grant.1037.001100.	11067	52995.9872	4.00%	2119.839488	55115.82669	573	B.22		1037		
Juvenile	Grant.1038.001100.	14615	52769.86	4.00%	2110.7944	54880.6544	573	B.25		1038		
Juvenile	Administrator.1039.	10660	67657.46	4.00%	2706.2984	70363.7584	573	B.30		1039		
Juvenile	Grant.1042.001100.	11401	43188.17091	4.00%	1727.526837	44915.69775	573	B.20		1042		
Juvenile	Grant.1044.001100.	11459	44967.17834	4.00%	1798.687134	46765.86547	573	B.19		1044		
Juvenile	Grant.1045.001100.	14451	37264.6352	4.00%	1490.585408	38755.22061	573	B.19		1045		
Juvenile	Grant.1046.001100.	15082	35817.6	2.00%	716.352	36533.952	573	B.19		1046		
Juvenile	Grant.1049.001100.	13228	51087.09924	4.00%	2043.483969	53130.58321	573	B.23		1049		
Juvenile	Juv.1050.001100.	4646	42371.40031	4.00%	1694.856013	44066.25633	576	B.16	1473.28	1050		
Juvenile	Juv.1051.001100	12458	41006.7216	4.00%	1640.268864	42646.99046	576	B.16	54.01	1051		
Juvenile	Sr.1052.001100.	14609	38375.2512	7.00%	2686.267584	41061.51878	576	B.18		1052		
Juvenile	Juv.1054.001100.	5804	38905.05386	4.00%	1556.202154	40461.25601	576	B.15		1054		
Juvenile	Sr.1055.001100.	11692	42767.53868	4.00%	1710.701547	44478.24022	576	B.18		1055		
Juvenile	Juv.1056.001100.	12841	37028.21054	4.00%	1481.128422	38509.33897	576	B.15		1056		
Juvenile	Specialist.1057.0011	11525	38905.05386	4.00%	1556.202154	40461.25601	576	B.17		1057		
Juvenile	Juv.1058.001100.	13138	36430.3264	4.00%	1457.213056	37887.53946	576	B.15		1058		

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Juvenile	Sr.1059.001100.	4517	37362.38037	4.00%	1494.495215	38856.87558	576	B.18		1059		
Juvenile	Dir.1060.001100.	5328	126436.18	7.00%	8850.5326	135286.7126	576	B.38	8850.49	1060		
Juvenile	Administrator.1062.	12814	67657.46	5.00%	3382.873	71040.333	576	B.30		1062		
Juvenile	Officer.1063.001100	5472	54026.2528	4.00%	2161.050112	56187.30291	576	B.22		1063		
Juvenile	Dir.1065.001100.	12200	77212.98	5.00%	3860.649	81073.629	576	B.30		1065		
Juvenile	I.1066.001100.	14580	37264.6352	4.00%	1490.585408	38755.22061	576	B.19		1066		
Juvenile	I.1067.001100.	10863	44102.40951	4.00%	1764.09638	45866.50589	576	B.19		1067		
Juvenile	I.1068.001100.	14671	37264.6352	4.00%	1490.585408	38755.22061	576	B.19		1068		
Juvenile	I.1069.001100.	14463	37264.6352	2.00%	745.292704	38009.9279	576	B.19		1069		
Juvenile	I.1071.001100.	14668	36533.952	2.00%	730.67904	37264.63104	576	B.19		1071		
Juvenile	I.1072.001100.	14196	36913.39125	2.00%	738.267825	37651.65907	576	B.19		1072		
Juvenile	I.1073.001100.	11104	43036.84015	4.00%	1721.473606	44758.31376	576	B.19		1073		
Juvenile	I.1076.001100.	15084	35817.6	2.00%	716.352	36533.952	576	B.19		1076		
Juvenile	I.1079.001100.	13915	38766.44761	4.00%	1550.657904	40317.10551	576	B.19		1079		
Juvenile	I.1080.001100.	13723	38781.20631	4.00%	1551.248252	40332.45456	576	B.19		1080		
Juvenile	Supervisor.1081.001	10502	62044.84	7.00%	4343.1388	66387.9788	576	B.25		1081		
Juvenile	I.1082.001100.	13519	40332.42772	4.00%	1613.297109	41945.72483	576	B.19		1082		
Juvenile	I.1083.001100.	13550	38781.20631	4.00%	1551.248252	40332.45456	576	B.19		1083		
Juvenile	I.1085.001100.	11075	43880.70443	4.00%	1755.228177	45635.93261	576	B.19		1085		
Juvenile	I.1087.001100.	10899	44967.17834	4.00%	1798.687134	46765.86547	576	B.19		1087		
Juvenile	I.1088.001100.	10900	44967.17834	4.00%	1798.687134	46765.86547	576	B.19		1088		
Juvenile	Dir.1089.001100.	12241	88714.6	5.00%	4435.73	93150.33	576	B.32		1089		
Juvenile	II.1090.001100.	13967	40332.42772	4.00%	1613.297109	41945.72483	576	B.20		1090		
Juvenile	II.1091.001100.	11113	45236.25408	4.00%	1809.450163	47045.70424	576	B.20		1091		
Juvenile	II.1092.001100.	13804	40263.48166	4.00%	1610.539267	41874.02093	576	B.20		1092		
Juvenile	II.1093.001100.	11469	46123.26915	4.00%	1844.930766	47968.19992	576	B.20		1093		
Juvenile	II.1094.001100.	13525	40332.42772	4.00%	1613.297109	41945.72483	576	B.20		1094		
Juvenile	II.1095.001100.	12019	44967.17834	4.00%	1798.687134	46765.86547	576	B.20		1095		
Juvenile	II.1096.001100.	13537	40332.42772	4.00%	1613.297109	41945.72483	576	B.20		1096		
Juvenile	Super.1098.001100.	14576	47818.7216	2.00%	956.374432	48775.09603	576	B.23		1098		
Juvenile	Super.1099.001100.	13426	50954.10504	2.00%	1019.082101	51973.18714	576	B.23		1099		
Juvenile	Super.1100.001100.	14297	47818.7216	4.00%	1912.748864	49731.47046	576	B.23		1100		

			Current		Annual Merit	Final Proposed	Dept					
Department	Position	Emp Num	Annual Salary	Merit %	Amount	Salary	Num	Grade	Lump Sum	PCN	PT Hrly	PT Merit
Juvenile	Super.1101.001100	11912	50954.10504	4.00%	2038.164202	52992.26924	576	B.23		1101		
Juvenile	I.1103.001100.	3721	72580.3	5.00%	3629.015	76209.315	576	B.27	2730.09	1103		
Juvenile	Manager.1104.0011	13293	66928.68	4.00%	2677.1472	69605.8272	576	B.27		1104		
Juvenile	I.1106.001100.	14200	37264.63104	4.00%	1490.585242	38755.21628	576	B.19		1106		
Juvenile	I.1110.001100.	5368	40305.72612	2.00%	806.1145223	41111.84064	576	B.19		1110		
Juvenile	I.1112.001100.	15051	36533.848	4.00%	1461.35392	37995.20192	576	B.19		1112		
Juvenile	I.1114.001100.	14606	37264.6352	4.00%	1490.585408	38755.22061	576	B.19		1114		
Juvenile	I.1115.001100.	14743	36533.952	4.00%	1461.35808	37995.31008	576	B.19		1115		
Juvenile	I.1116.001100.	13484	40332.42772	4.00%	1613.297109	41945.72483	576	B.19		1116		
Juvenile	I.1117.001100.	14450	37264.6352	4.00%	1490.585408	38755.22061	576	B.19		1117		
Juvenile	II.1118.001100	14039	39145.6	4.00%	1565.824	40711.424	576	B.20		1118		
Juvenile	I.1120.001100.	5580	44353.58871	4.00%	1774.143548	46127.73225	576	B.19		1120		
Juvenile	I.1125.001100.	13886	39154.1123	4.00%	1566.164492	40720.27679	576	B.19		1125		
Juvenile	I.1126.001100.	14116	38766.44761	4.00%	1550.657904	40317.10551	576	B.19		1126		
Juvenile	I.1127.001100.	13976	38766.44761	4.00%	1550.657904	40317.10551	576	B.19		1127		
Juvenile	I.1129.001100.	14487	37264.6352	4.00%	1490.585408	38755.22061	576	B.19		1129		
Juvenile	I.1130.001100.	13212	39745.06616	4.00%	1589.802646	41334.86881	576	B.19		1130		
Juvenile	II.1132.001100.	3336	51924.5584	4.00%	2076.982336	54001.54074	576	B.20	2076.97	1132		
Juvenile	I.1134.001100.	13269	40536.11002	4.00%	1621.444401	42157.55442	576	B.19		1134		
Juvenile	Super.1138.001100.	13115	50954.10504	4.00%	2038.164202	52992.26924	576	B.23		1138		
Juvenile	Super.1139.001100.	14392	47818.7216	2.00%	956.374432	48775.09603	576	B.23		1139		
Juvenile	Super.1140.001100	14127	50954.10504	5.00%	2547.705252	53501.8103	576	B.23		1140		
Juvenile	Operations.1142.00	13590	74416.94	5.00%	3720.847	78137.787	576	B.30		1142		
Juvenile	Operations.1143.00	4671	109047.38	7.00%	7633.3166	116680.6966	576	B.35	7633.11	1143		
Juvenile	Case.1144.001100.	10762	79317.94	7.00%	5552.2558	84870.1958	576	B.32		1144		
Juvenile	Sr.1145.001100.	14417	52769.08	4.00%	2110.7632	54879.8432	576	B.25		1145		
Juvenile	I.1147.001100.	13358	40735.76	4.00%	1629.4304	42365.1904	576	B.19		1147		
Juvenile	1.1149.001100.	5820	54026.29238	4.00%	2161.051695	56187.34407	576	B.21	1611.83	1149		
Juvenile	2.1150.001100.	11524	52023.56732	4.00%	2080.942693	54104.51002	576	B.22		1150		
Juvenile	1.1151.001100.	13847	43834.32923	4.00%	1753.373169	45587.7024	576	B.21		1151		
Juvenile	2.1153.001100.	14489	45487.1456	4.00%	1819.485824	47306.63142	576	B.22		1153		
Juvenile	Super.1154.001100.	12735	53857.7	4.00%	2154.308	56012.008	576	B.25		1154		

			Current		Annual Merit	Final Proposed	Dept					
Department	Position	Emp Num	Annual Salary	Merit %	Amount	Salary	Num	Grade	Lump Sum	PCN	PT Hrly	PT Merit
Juvenile	1.1156.001100.	14716	43298.6112	4.00%	1731.944448	45030.55565	576	B.21		1156		
Juvenile	1.1158.001100.	14667	43298.6112	4.00%	1731.944448	45030.55565	576	B.21		1158		
Juvenile	II.1159.001100.	13211	48885.78584	4.00%	1955.431434	50841.21728	576	B.22		1159		
Juvenile	2.1161.001100.	1577	57364.8608	7.00%	4015.540256	61380.40106	576	B.22	4015.52	1161		
Juvenile	Grant.1162.001100.	13118	54624.7312	4.00%	2184.989248	56809.72045	573	B.22		1162		
Juvenile	RR.1163.001100.	14296	42656.40333	4.00%	1706.256133	44362.65946	576	B.21		1163		
Juvenile	Super.1164.001100.	10512	52769.86	4.00%	2110.7944	54880.6544	576	B.25		1164		
Juvenile	Super.1165.001100.	11400	60504.08	5.00%	3025.204	63529.284	576	B.25		1165		
Juvenile	Juv.1170.001100.	10906	62099.8144	7.00%	4346.987008	66446.80141	576	B.23	6155.70	1170		
Juvenile	Supervisor.1171.001	12734	51087.14	4.00%	2043.4856	53130.6256	576	B.23		1171		
Juvenile	Sr.1172.001100.	5323	41967.89491	4.00%	1678.715796	43646.6107	576	B.18		1172		
Juvenile	Juv.1173.001100.	11218	38498.1376	5.00%	1924.90688	40423.04448	576	B.17		1173		
Juvenile	II.1174.001100.	3115	51924.5584	4.00%	2076.982336	54001.54074	576	B.20	2076.97	1174		
Juvenile	Juv.1175.001100.	11131	47035.0608	4.00%	1881.402432	48916.46323	576	B.18	1881.39	1175		
Juvenile	Juv.1176.001100.	13481	44289.8144	4.00%	1771.592576	46061.40698	576	B.18		1176		
Juvenile	Therapist.1177.0011	3734	66557.66	7.00%	4659.0362	71216.6962	576	B.25	4658.93	1177		
Juvenile	Juv.1178.001100.	10598	53943.37134	4.00%	2157.734854	56101.10619	576	B.23		1178		
Juvenile	Juv.1179.001100.	5471	49640.79497	4.00%	1985.631799	51626.42677	576	B.21		1179		
Juvenile	GRANT.1193.001100	13534	53929.72	4.00%	2157.1888	56086.9088	573	B.24		1193		
Juvenile	Supervisor.1616.001	12280	57226	4.00%	2289.04	59515.04	576	B.25		1616		
Juvenile	Grant.1664.001100.	14482	47857.94	4.00%	1914.3176	49772.2576	573	B.24		1664		
Juvenile	GRANT.1665.001100	11997	54786.16	4.00%	2191.4464	56977.6064	573	B.24		1665		
Juvenile	Nurse.1700.001100.	12776	47294.14031	4.00%	1891.765612	49185.90592	576	B.20		1700		
Juvenile	I.1739.001100.	15081	35817.6	2.00%	716.352	36533.952	576	B.19		1739		
Juvenile	I.1740.001100.	14363	36533.848	4.00%	1461.35392	37995.20192	576	B.19		1740		
Juvenile	Clerk.9984.001101.	13249	32643.0624	4.00%		33948.7849	576	B.16		9984	15.6938	946.64881
Veteran Services	Specialist.1614.0011	14710	31771.92	4.09%	1299.471397	33,071.39	405	B.17		1614		
Veteran Services	Ofcr I.1612.001100.	14256	39554.05	3.55%	1404.168761	40,958.22	405	B.22		1612		
Veteran Services	Ofcr I.1709.1100.	13372	44954.04	4.09%	1838.620301	46,792.66	405	B.22		1709		
Veteran Services	Ofcr.1613.001100.	12741	39554.05	3.04%	1202.443108	40,756.49	405	B.22		1613		
MOT	Specialist.1183.0011	12327	58302.35	4.00%	2332.094035	\$60,634.44	341	B.25		1183		
мот	Specialist.1184.0011	14815	45,886.76	4.00%	1835.4704	\$47,722.23	341	B.25		1184		

			Current		Annual Merit	Final Proposed	Dept					
Department	Position	Emp Num	Annual Salary	Merit %	Amount	Salary	Num	Grade	Lump Sum	PCN	PT Hrly	PT Merit
MOT	Specialist.1624.0011	13126	49539.59	4.00%	1981.583735	\$51,521.18	341	B.25		1624		
MOT	Clinician.1186.00110	11381	61036.27	4.00%	2441.450846	\$63,477.72	341	B.26		1186		
MOT	MOT.1187.001100.	10931	64385.1	4.00%	2575.404	\$66,960.50	341	B.28		1187		
MOT	Administrator.1189.	11190	64452.49	5.00%	3222.624263	\$67,675.11	341	B.25	1117.34	1189		
MOT	Outreach.1181.0011	10870	97305.52	5.00%	4865.276	\$102,170.80	341	B.34		1181		
THUG	Paramedic.1642.001	10769	77197.6	4.00%	3087.903936	80285.50234	3540	B.28	3087.90	1642		
THUG	Paramedic.1645.001	5218	69421.29	4.00%	2776.851584	72198.14118	3540	B.28		1645		
THUG	Paramedic.1648.001	4588	69970.87	4.00%	2798.834688	72769.70189	3540	B.28		1648		
Wireless Comm	Spec.0905.001100.	12337	64201.3	7.00%	4494.091056	68,695.39	587	B.27		0905		
Wireless Comm	Spec.1877.001100.N	14981	54345.35	3.00%	1630.360368	55,975.71	587	B.27		1877		
Wireless Comm	ESD.0906.001100.	14946	59345.4	3.00%	1780.361856	61,125.76	587	B.27		0906		
Wireless Comm	Tech.1748.001100.	12071	58500.06	7.00%	4095.004368	62,595.07	587	B.27		1748		
Tax Assessor	Manager.1426.0011	3745	69932.2	4.00%	2797.288	72729.488	499	B.26	2797.05	1426		
Tax Assessor	Specialist.1427.0011	10784	43166.552	4.50%	1942.49484	45109.04684	499	B.17	347.00	1427		
Tax Assessor	I.1428.001100.	14182	33785.1488	4.50%	1520.331696	35305.4805	499	B.18		1428		
Tax Assessor	Specialist.1429.0011	11274	41872.8336	4.50%	1884.277512	43757.11111	499	B.17		1429		
Tax Assessor	Spec.1430.001100.	14385	31377.0496	4.50%	1411.967232	32789.01683	499	B.17		1430		
Tax Assessor	Spec.1431.001100.	13870	32635.2416	4.50%	1468.585872	34103.82747	499	B.17		1431		
Tax Assessor	Vehicles.1432.00110	2338	85186.14	4.50%	3833.3763	89019.5163	499	B.30	3833.30	1432		
Tax Assessor	Tax.1433.001100.	14169	83247.58	4.50%	3746.1411	86993.7211	499	B.34		1433		
Tax Assessor	Specialist.1434.0011	4787	56104.0272	4.50%	2524.681224	58628.70842	499	B.22	1263.83	1434		
Tax Assessor	I.1435.001100.	14424	31375.3856	3.00%	941.261568	32316.64717	499	B.17		1435		
Tax Assessor	I.1436.001100.	3588	38518.3552	4.50%	1733.325984	40251.68118	499	B.18		1436		
Tax Assessor	I.1437.001100.	13069	35298.224	5.00%	1764.9112	37063.1352	499	B.17		1437		
Tax Assessor	I.1438.001100.	12856	36883.3296	5.00%	1844.16648	38727.49608	499	B.17		1438		
Tax Assessor	I.1439.001100.	14502	31375.3856	5.00%	1568.76928	32944.15488	499	B.17		1439		
Tax Assessor	I.1440.001100.	5124	44762.0368	5.00%	2238.10184	47000.13864	499	B.17	2238.09	1440		
Tax Assessor	I.1442.001100.	13353	34348.2256	3.50%	1202.187896	35550.4135	499	B.17		1442		
Tax Assessor	Mgr.1443.001100.	13338	37334.6896	5.00%	1866.73448	39201.42408	499	B.19		1443		
Tax Assessor	Mgr.1444.001100.	12700	40254.4272	4.00%	1610.177088	41864.60429	499	B.19		1444		
Tax Assessor	I.1445.001100.	14923	30911.712	2.90%	896.439648	31808.15165	499	B.17		1445		
Tax Assessor	II.1446.001100.	14336	35032.4832	5.00%	1751.62416	36784.10736	499	B.18		1446		

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Department	Position	Emp Num	Annual Salary	Merit %	Amount	Salary	Num	Grade	Lump Sum	PCN	PT Hrly	PT Merit
Tax Assessor	Specialist	12396	44333.536	4.50%	1995.00912	46328.54512	499	B.20		1447		
Tax Assessor	1.1448.001100.	11208	40478.048	4.00%	1619.12192	42097.16992	499	B.17		1448		
Tax Assessor	1.1449.001100.	15067	30911.712	1.30%	401.852256	31313.56426	499	B.17		1449		
Tax Assessor	1.1450.001100.	12380	37424.712	5.00%	1871.2356	39295.9476	499	B.17		1450		
Tax Assessor	I.1451.001100.	14621	31220.8208	5.00%	1561.04104	32781.86184	499	B.17		1451		
Tax Assessor	1.1452.001100.	4599	44762.0368	5.00%	2238.10184	47000.13864	499	B.17	2238.09	1452		
Tax Assessor	II.1453.001100.	1072	47035.04	5.00%	2351.752	49386.792	499	B.18	2351.72	1453		
Tax Assessor	Mgr.1454.001100.	10242	49410.7328	5.00%	2470.53664	51881.26944	499	B.19	2470.53	1454		
Tax Assessor	Mgr.1455.001100.	4246	51008.88	5.00%	2550.444	53559.324	499	B.22		1455		
Tax Assessor	Mgr.1456.001100.	3491	49410.7328	4.50%	2223.482976	51634.21578	499	B.19	2223.48	1456		
Tax Assessor	Tax.1457.001100.	12181	45949.384	5.00%	2297.4692	48246.8532	499	B.22		1457		
Tax Assessor	TaxSub.1458.001100	13504	45487.26	5.00%	2274.363	47761.623	499	B.22		1458		
Tax Assessor	TaxSub.1459.001100	4161	50517.22	5.00%	2525.861	53043.081	499	B.22		1459		
Tax Assessor	TaxSub.1460.001100	3374	56313.14	5.00%	2815.657	59128.797	499	B.22	1763.92	1460		
Tax Assessor	Aut.1461.001100.	11627	41584.0672	5.00%	2079.20336	43663.27056	499	B.19		1461		
Tax Assessor	Specialist.1462.0011	12052	43586.9408	4.50%	1961.412336	45548.35314	499	B.19		1462		
Tax Assessor	Specialist.1463.0011	10523	30908.8	1.60%	494.5408	31403.3408	499	B.17		1463		
Tax Assessor	I.1464.001100.	14412	33122.6688	4.50%	1490.520096	34613.1889	499	B.18		1464		
Tax Assessor	Manager.1465.0011	4548	59452.9	4.50%	2675.3805	62128.2805	499	B.26		1465		
Tax Assessor	Spec.1466.001100.	10785	42083.9744	4.50%	1893.778848	43977.75325	499	B.19		1466		
Tax Assessor	Specialist	11521	47712.4336	4.50%	2147.059512	49859.49311	499	B.20		1467		
Tax Assessor	1.1468.001100.	12088	34267.0016	4.50%	1542.015072	35809.01667	499	B.18		1468		
Tax Assessor	Specialist	10122	40721.1584	3.50%	1425.240544	42146.39894	499	B.18		1469		
Tax Assessor	Mngr.1471.001100.	11319	47629.66	5.00%	2381.483	50011.143	499	B.22		1471		
Tax Assessor	I.1486.001100.	14619	31220.8208	3.00%	936.624624	32157.44542	499	B.17		1486		
Tax Assessor	I.1487.001100.	10410	43503.3456	5.00%	2175.16728	45678.51288	499	B.17	916.46	1487		
Tax Assessor	Specialist.1703.0011	13624	32955.1664	3.50%	1153.430824	34108.59722	499	B.17		1703		
Tax Assessor	Specialist.1704.0011	14987	30911.712	2.30%	710.969376	31622.68138	499	B.17		1704		
Tax Assessor	Specialist	13791	34268.6032	5.00%	1713.43016	35982.03336	499	B.18		1762		
Tax Assessor	Specialist	14509	30988.984	3.50%	1084.61444	32073.59844	499	B.17		1806		
Tax Assessor	Specialist	14804	30908.8	5.00%	1545.44	32454.24	499	B.17		1807		
Tax Assessor	Clerk.1853.001100.N	13930	32806.7168	4.50%	1476.302256	34283.01906	499	B.12		1853		

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Department	Position	Emp Num	Annual Salary	Merit %	Amount	Salary	Num	Grade	Lump Sum	PCN	PT Hrly	PT Merit
Tax Assessor	Specialist.9974.0011	5809	27539.47	5.00%		28916.4435	499	B.16		9974	15.9181	1200.2262
Tax Assessor	Specialist.9981.0011	14819	21978.04	4.00%		22857.1616	499	B.17		9981	14.8614	896.43965
OSSF	III.1820.001100.	14480	\$41,218.00	7.00%	\$2,885.26	44103.26	661	B.20		1820		
OSSF	III.1821.001100.	14045	\$41,025.78	4.00%	\$1,641.03	42666.81029	661	B.20		1821		
OSSF	00.	5132	\$53,479.08	2.05%	\$1,096.32	54575.40029	661	B.21		1823		
OSSF	I.1822.001100.	13821	\$49,942.18	4.00%	\$1,997.69	51939.87131	661	B.23		1822		
OSSF	I.1824.001100.	14523	\$47,419.99	7.00%	\$3,319.40	50739.38952	661	B.23		1824		
OSSF	I.1878.001100.N	14869	\$41,581.51	6.50%	\$2,702.80	44284.30687	661	B.23		1878		
OSSF	II.1826.001100.	13632	\$58,093.54	5.00%	\$2,904.68	60998.2216	661	B.24		1826		
OSSF	III.1825.001100.	4097	\$65,545.40	1.54%	\$1,009.40	66554.80048	661	B.25		1825		
OSSF	Engineer.1819.0011	14468	\$101,999.82	4.00%	\$4,079.99	106079.8128	661	B.40		1819		
URS	R&B.1495.001100.	4100	89961.3	4.45%	4,003.28	93,964.58	210	B.34		1495		
URS	R&B.1496.001100.Y	11669	56225	5.34%	3,002.42	59,227.42	210	B.27		1496		
URS	I.1497.001100.	12130	138582.6	7.00%	9,700.78	148,283.38	210	B.43		1497		
URS	I.1498.001100.	14072	101699.26	6.98%	7,098.61	108,797.87	210	B.38		1498		
URS	I.1499.001100.	12709	56226.82	5.34%	3,002.51	59,229.33	210	B.27		1499		
URS	III.1500.001100.	13496	41218.0496	7.00%	2,885.26	44,103.31	210	B.20		1500		
URS	III.1501.001100.	14914	90000.04	7.00%	6,300.00	96,300.04	210	B.36		1501		
URS	R&B.1503.001100.	11120	60002.28	4.00%	2,400.09	62,402.37	210	B.27		1503		
URS	R&B.1504.001100.	1772	61607	3.99%	2,458.12	64,065.12	210	B.27		1504		
URS	R&B.1505.001100.	3281	60089.64	3.99%	2,397.58	62,487.22	210	B.27		1505		
URS	R&B.1506.001100.	4802	61002.24	4.00%	2,440.09	63,442.33	210	B.27		1506		
URS	II.1508.001100.	14130	96443.88	6.22%	5,998.81	102,442.69	210	B.34		1508		
URS	R&B.1509.001100.	5839	61168.12	4.00%	2,446.72	63,614.84	210	B.27		1509		
URS	II.1511.001100.	14172	60274.656	4.00%	2,410.99	62,685.64	210	B.26		1511		
URS	II.1513.001100.	14316	58935.45753	4.00%	2,357.42	61,292.88	210	B.26		1513		
URS	R&B.1515.001100.	14103	40790.64538	4.00%	1,631.63	42,422.27	210	B.19		1515		
URS	R&B.1516.001100.	14601	38003.6592	4.00%	1,520.15	39,523.81	210	B.19		1516		
URS	II.1518.001100.	13133	60877.40256	6.57%	3,999.65	64,877.05	210	B.26		1518		
URS	R&B.1520.001100.	13410	38902.43877	6.94%	2,699.83	41,602.27	210	B.19		1520		
URS	R&B.1521.001100.	14842	35500.0048	4.00%	1,420.00	36,920.00	210	B.17		1521		
URS	R&B.1522.001100.	14223	38009.85165	4.00%	1,520.39	39,530.25	210	B.19		1522		

			Current		Annual Merit	Final Proposed	Dept					
Department	Position	Emp Num	Annual Salary	Merit %	Amount	Salary	Num	Grade	Lump Sum	PCN	PT Hrly	PT Merit
URS	R&B.1523.001100.	13725	40668.61091	4.00%	1,626.74	42,295.36	210	B.21		1523		
URS	R&B.1524.001100.	14511	38225.9696	4.99%	1,907.48	40,133.45	210	B.19		1524		
URS	R&B.1525.001100.	5087	38706.90681	4.00%	1,548.28	40,255.18	210	B.19		1525		
URS	R&B.1526.001100.	12529	39726.0032	6.29%	2,498.77	42,224.77	210	B.19		1526		
URS	IV.1527.001100.Y	11542	45544.1584	4.00%	1,821.77	47,365.92	210	B.23		1527		
URS	I.1529.001100.Y	15072	35500.0048	4.00%	1,420.00	36,920.00	210	B.17		1529		
URS	II.1530.001100.	14649	39245.44	3.99%	1,565.89	40,811.33	210	B.19		1530		
URS	R&B.1531.001100.	11322	40280.4896	4.00%	1,611.22	41,891.71	210	B.19		1531		
URS	R&B.1533.001100.	14346	39077.41901	4.00%	1,563.10	40,640.52	210	B.19		1533		
URS	III.1534.001100.Y	12208	40891.6768	4.00%	1,635.67	42,527.34	210	B.21		1534		
URS	II.1535.001100.Y	14324	36962.05609	4.00%	1,478.48	38,440.54	210	B.19		1535		
URS	III.1536.001100.	12809	42745.08642	4.00%	1,709.80	44,454.89	210	B.21		1536		
URS	III.1537.001100.Y	12724	39382.096	4.13%	1,626.48	41,008.58	210	B.21		1537		
URS	R&B.1538.001100.	12009	39075.25688	4.00%	1,563.01	40,638.27	210	B.19		1538		
URS	I.1539.001100.	14912	35500.0048	4.00%	1,420.00	36,920.00	210	B.17		1539		
URS	II.1540.001100.	12754	36626.50167	4.00%	1,465.06	38,091.56	210	B.19		1540		
URS	R&B.1541.001100.	10193	37064.352	3.99%	1,478.87	38,543.22	210	B.19		1541		
URS	III.1542.001100.Y	10500	40881.84362	4.00%	1,635.27	42,517.12	210	B.21		1542		
URS	I.1543.001100.	14178	35735.7312	3.97%	1,418.71	37,154.44	210	B.17		1543		
URS	R&B.1544.001100.	12341	42064.776	4.00%	1,682.59	43,747.37	210	B.21		1544		
URS	R&B.1545.001100.	11628	42033.7424	4.00%	1,681.35	43,715.09	210	B.21		1545		
URS	R&B.1546.001100.	5304	44683.77777	4.00%	1,787.35	46,471.13	210	B.21		1546		
URS	R&B.1547.001100.	5063	44428.6157	4.00%	1,777.14	46,205.76	210	B.21		1547		
URS	R&B.1548.001100.	14557	38130.7056	5.00%	1,906.54	40,037.24	210	B.19		1548		
URS	R&B.1549.001100.	13461	45099.87678	4.00%	1,804.00	46,903.87	210	B.21		1549		
URS	III.1550.001100.Y	13017	39946.5872	4.00%	1,597.86	41,544.45	210	B.21		1550		
URS	V.1551.001100.Y	11393	46587.6112	4.00%	1,863.50	48,451.12	210	B.25		1551		
URS	III.1552.001100.Y	13329	39941.1792	4.00%	1,597.65	41,538.83	210	B.21		1552		
URS	R&B.1553.001100.	11475	43822.23717	4.00%	1,752.89	45,575.13	210	B.21		1553		
URS	R&B.1554.001100.	11187	40172.3088	4.00%	1,606.89	41,779.20	210	B.19		1554		
URS	IV.1556.001100.Y	10726	43095.0832	4.00%	1,723.80	44,818.89	210	B.23		1556		
URS	R&B.1558.001100.	5607	41049.4656	4.00%	1,641.98	42,691.44	210	B.21		1558		

			Current		Annual Merit	Final Proposed	Dept					
Department	Position	Emp Num	Annual Salary	Merit %	Amount	Salary	Num	Grade	Lump Sum	PCN	PT Hrly	PT Merit
URS	III.1559.001100.Y	4399	40876.37944	4.00%	1,635.06	42,511.43	210	B.21		1559		
URS	R&B.1560.001100.	11130	40098.47295	4.00%	1,603.94	41,702.41	210	B.19		1560		
URS	R&B.1561.001100.	13785	39128.856	4.00%	1,565.15	40,694.01	210	B.19		1561		
URS	III.1562.001100.Y	13919	40703.8528	7.00%	2,849.27	43,553.12	210	B.21		1562		
URS	R&B.1563.001100.	13497	38694.32848	4.00%	1,547.77	40,242.10	210	B.19		1563		
URS	R&B.1564.001100.	15035	35499.984	4.00%	1,420.00	36,919.98	210	B.17		1564		
URS	R&B.1566.001100.	5065	43711.66786	4.00%	1,748.47	45,460.13	210	B.21		1566		
URS	V.1567.001100.Y	12231	50908.7696	4.00%	2,036.35	52,945.12	210	B.25		1567		
URS	R&B.1568.001100.	1291	40000.87832	4.00%	1,600.04	41,600.91	210	B.21		1568		
URS	IV.1569.001100.	11380	46981.74065	4.00%	1,879.27	48,861.01	210	B.23		1569		
URS	I.1570.001100.Y	14985	35500.0048	4.01%	1,423.55	36,923.55	210	B.17		1570		
URS	R&B.1571.001100.	10491	43148.64296	4.00%	1,725.95	44,874.59	210	B.21		1571		
URS	I.1573.001100.	14652	52496.65633	4.00%	2,099.87	54,596.52	210	B.23		1573		
URS	R&B.1574.001100.	4472	43917.72105	4.00%	1,756.71	45,674.43	210	B.21		1574		
URS	R&B.1575.001100.	4031	44127.86701	4.00%	1,765.11	45,892.98	210	B.21		1575		
URS	IV.1576.001100.Y	11458	45502.2048	1.65%	750.79	46,252.99	210	B.23		1576		
URS	R&B.1577.001100.	10998	42784.44995	4.00%	1,711.38	44,495.83	210	B.21		1577		
URS	R&B.1578.001100.	3022	42784.44995	4.00%	1,711.38	44,495.83	210	B.21		1578		
URS	R&B.1579.001100.	3968	43991.54106	4.00%	1,759.66	45,751.20	210	B.21		1579		
URS	R&B.1580.001100.	1538	47977.09311	4.00%	1,919.08	49,896.18	210	B.21		1580		
URS	R&B.1581.001100.	3033	46250.83884	4.00%	1,850.03	48,100.87	210	B.23		1581		
URS	R&B.1582.001100.	10651	44586.6928	4.00%	1,783.47	46,370.16	210	B.21		1582		
URS	R&B.1583.001100.	13554	47001.864	5.11%	2,401.80	49,403.66	210	B.23		1583		
URS	V.1584.001100.	4024	49775.232	4.00%	1,991.01	51,766.24	210	B.25		1584		
URS	R&B.1585.001100.	2112	46816.50111	4.00%	1,872.66	48,689.16	210	B.23		1585		
URS	III.1586.001100.	13568	41000.0032	5.00%	2,050.00	43,050.00	210	B.20		1586		
URS	R&B.1587.001100.	3328	50963.53577	4.00%	2,038.54	53,002.08	210	B.25		1587		
URS	R&B.1588.001100.	14426	38000.6798	4.00%	1,520.03	39,520.71	210	B.19		1588		
URS	R&B.1589.001100.	3227	47794.58947	4.00%	1,911.78	49,706.37	210	B.23		1589		
URS	R&B.1592.001100.	14925	35500.0048	4.00%	1,420.00	36,920.00	210	B.17		1592		
URS	R&B.1593.001100.	3966	49700.5184	4.00%	1,988.02	51,688.54	210	B.25		1593		
URS	R&B.1594.001100.	5884	48400.3936	4.00%	1,936.02	50,336.41	210	B.23		1594		

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Department	Position	Emp Num	Annual Salary	Merit %	Amount	Salary	Num	Grade	Lump Sum	PCN	PT Hrly	PT Merit
URS	R&B.1595.001100.	11072	48351.368	4.00%	1,934.05	50,285.42	210	B.25		1595		
URS	R&B.1597.001100.	1456	55413.20033	3.97%	2,199.90	57,613.10	210	B.25		1597		
URS	R&B.1598.001100.	14418	39502.4448	4.05%	1,599.85	41,102.29	210	B.19		1598		
URS	R&B.1599.001100.	14868	39108.4928	1.92%	750.88	39,859.38	210	B.19		1599		
URS	I.1600.001100.	2725	59501	4.37%	2,600.19	62,101.19	210	B.27		1600		
URS	R&B.1601.001100.	4966	46786.7712	7.00%	3,275.07	50,061.85	210	B.25		1601		
URS	R&B.1602.001100.	13495	38003.84132	4.00%	1,520.15	39,523.99	210	B.19		1602		
URS	Coord.1603.001100.	2877	69932.2	4.00%	2,797.29	72,729.49	210	B.27		1603		
URS	I.1604.001100.	12382	119968.68	4.17%	5,002.69	124,971.37	210	B.40		1604		
URS	Inspector	5532	75479.82	4.00%	3,019.19	78,499.01	210	B.32		1605		
URS	R&B.1607.001100.	1640	70001.88	4.00%	2,800.08	72,801.96	210	B.29		1607		
URS	I.1609.001100.	14617	100959.56	4.95%	4,997.50	105,957.06	210	B.38		1609		
URS	Inspector	13399	96636.8	3.93%	3,797.83	100,434.63	210	B.34		1611		
URS	III.1621.001100.Y	5903	39941.5952	4.00%	1,597.66	41,539.26	210	B.21		1621		
URS	Engineer.1622.0011	13389	60720.4084	4.00%	2,428.82	63,149.22	210	B.26		1622		
URS	R&B.1655.001100.	12798	36056.9872	5.41%	1,950.68	38,007.67	210	B.19		1655		
URS	III.1656.001100.Y	13337	39775.6944	7.00%	2,784.30	42,559.99	210	B.21		1656		
URS	R&B.1657.001100.	14913	35500.0048	4.00%	1,420.00	36,920.00	210	B.17		1657		
URS	I.1658.001100.	13001	103695.02	4.82%	4,998.10	108,693.12	210	B.38		1658		
URS	R&B.1671.001100.	13802	43067.8976	4.00%	1,722.72	44,790.61	210	B.19		1671		
URS	II.1673.001100.Y	13911	36962.05609	4.00%	1,478.48	38,440.54	210	B.19		1673		
URS	I.1751.001100.	14376	66229.8	1.81%	1,198.76	67,428.56	210	B.28		1751		
URS	I.1880.001100.	14938	35500.0048	4.00%	1,420.00	36,920.00	210	B.17		1880		
URS	I.1881.001100.	14999	35500.0048	4.00%	1,420.00	36,920.00	210	B.17		1881		
URS	I.1882.001100.	14960	35500.0048	4.00%	1,420.00	36,920.00	210	B.17		1882		
URS	I.1606.001100.	12593	108527.64	2.03%	1,101.56	110,730.75	210	B.38		1606		
URS	Trainer.9996.001101	2758	47324.7008	4.00%		49,217.69	210	B.25		9996	22.7523	1372.4163
Magistrate	Specialist.0180.0011	14645	36778.19	4.00%	1471.127424	38249.31302	477	B.17		0180		
Magistrate	Specialist.0183.0011	13710	38617.09	4.00%	1544.683712	40161.77651	477	B.17		0183		
Magistrate	Spec.0182.001100.	13851	40506.02	2.00%	810.12048	41316.14448	477	B.19		0182		
Magistrate	Administrator.1713.	14821	58681.48	7.00%	4107.7036	62789.1836	477	B.29		1713		
Magistrate	Judge.0185.001100.	13352	101146	2.00%	2022.9196	103168.8996	477	B.40		0185		

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Department	Position	Emp Num	Annual Salary	Merit %	Amount	Salary	Num	Grade	Lump Sum	PCN	PT Hrly	PT Merit
Magistrate	Judge.0188.001100.	14822	96329.22	2.00%	1926.5844	98255.8044	477	B.40		0188		
Magistrate	Judge.1668.001100.	14269	96329.22	2.00%	1926.5844	98255.8044	477	B.40		1668		
Magistrate	Judge.1792.001100.	14074	98255.82	2.00%	1965.1164	100220.9364	477	B.40		1792		
Magistrate	Specialist.0189.0011	10094	47035.87	5.00%	2351.7936	49387.6656	591	B.18	2351.79	0189		
PR Bond	Specialist.1211.0011	14366	38617.09	7.00%	2703.196496	41320.2893	477	B.17		1211		
PR Bond	Specialist.1706.0011	14626	36778.14	5.00%	1838.9072	38617.0512	477	B.17		1706		
Parks Consv	Steward.1728.00110	11676	37110.6944	6.50%		39522.88954	508	B.18		1728		
Parks Consv	Coord.0262.001100.	11124	67071.16	4.50%	3018.2022	70089.3622	508	B.29	3018.37	0262		
Parks	Manager.1198.0011	10357	43164.68	5.58%	2408.589144	45573.26914	510	B.18		1198		
Parks	Manager.1199.0011	10116	42098.68	3.00%	1262.9604	43361.6404	510	B.18		1199		
Parks	Tech.1200.001100.	12460	39599.40516	5.75%	2276.965797	41876.37096	510	B.18		1200		
Parks	Tech.1201.001100.	11827	37751.14256	5.00%	1887.557128	39638.69969	510	B.16		1201		
Parks	Parks.1202.001100.	11796	41269.95131	4.00%	1650.798052	42920.74936	510	B.17		1202		
Parks	Dir.1203.001100.	12548	77656.28	4.00%	3106.2512	80762.5312	510	B.30		1203		
Parks	Tech.1204.001100.	13660	30295.47419	4.00%	1211.818967	31507.29315	510	B.15		1204		
Parks	Tech.1205.001100.	14650	30664.33344	3.00%	919.9300032	31584.26344	510	B.15		1205		
Parks	Supt.1208.001100.	5526	73479.12	4.00%	2939.1648	76418.2848	510	B.27	2939.05	1208		
Parks	Parks.1209.001100.	5563	52493.63835	4.00%	2099.745534	54593.38389	510	B.23		1209		
Parks	Manager.1691.0011	14699	50666.46	4.00%	2026.6584	52693.1184	510	B.26		1691		
Parks	Manager.1693.0011	14541	41962.96	2.00%	839.2592	42802.2192	510	B.22		1693		
Parks	Tech 1.1694.001100.	14495	29681.6	3.00%	890.448	30572.048	510	B.15		1694		
Parks	Expo.1726.001100.	13539	75995.14	4.00%	3039.8056	79034.9456	510	B.33		1726		
Parks	Manager.1727.0011	13789	41938	4.50%	1887.21	43825.21	510	B.18		1727		
Parks	Tech.1729.001100.	14170	29429.88303	3.00%	882.8964908	30312.77952	510	B.15		1729		
Parks	Tech.1786.001100.	14755	29718.416	6.00%	1783.10496	31501.52096	510	B.15		1786		
Parks	Tech.1788.001100.	13535	29429.88303	3.00%	882.8964908	30312.77952	510	B.15		1788		
Parks	Assistant.1794.0011	14416	32475.84463	4.50%	1461.413008	33937.25764	510	B.17		1794		
Parks	Specialist.1859.0011	14518	30911.712	4.00%	1236.46848	32148.18048	510	B.17		1859		
Parks	1.1860.001100.N	14840	29413.0304	6.00%	1764.781824	31177.81222	510	B.15		1860		
Parks	Maintenance	14091	28012.2752	4.00%		29132.76621	510	B.15		9947	13.4674	672.2946
Parks	Maintenance	12797	33356.544	4.00%		34690.80576	510	B.15		9987	16.0368	967.33978
Parks	Maintenance	14494	28012.2752	4.00%		29132.76621	510	B.15		9989	13.4674	672.2946

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Department	Position	Emp Num	Annual Salary	Merit %	Amount	Salary	Num	Grade	Lump Sum	PCN	PT Hrly	PT Merit
ITS	I.0114.001100.Y	12546	51760.8	4.00%		53831.232	503	B.25		0114		
ITS	II.0113.001100.	11407	60749	4.00%		63178.96	503	B.26		0113		
ITS	Manager.0088.0011	1358	73117.98	4.00%	2924.7192	76042.6992	503	B.34		0088		
ITS	I.0949.001100.Y	1826	66007.24	4.50%	2970.3258	68977.5658	503	B.30		0949		
ITS	Administrator	2752	57673.72	3.50%	2018.5802	59692.3002	503	B.29		1682		
ITS	II.0948.001100.	4036	75086.18	3.50%	2628.0163	77714.1963	503	B.32		0948		
ITS	II.0964.001100.Y	4201	56527.33	4.25%	2402.411576	58929.74278	503	B.25		0964		
ITS	Engineer.1756.0011	4524	86572.2	4.50%	3895.749	90467.949	503	B.33		1756		
ITS	III.0965.001100.	5075	82404.14	3.50%	2884.1449	85288.2849	503	B.34		0965		
ITS	II.0944.001100.	5361	78585.26	3.50%	2750.4841	81335.7441	503	B.32		0944		
ITS	Manager.0967.0011	10352	75360.74	4.50%	3391.2333	78751.9733	503	B.34		0967		
ITS	Manager.0957.0011	10409	97854.9	4.50%	4403.4705	102258.3705	503	B.35		0957		
ITS	II.0953.001100.	10605	119971	4.50%	5398.6959	125369.7159	503	B.38		0953		
ITS	III.0963.001100.Y	11260	66056.16	4.50%	2972.527078	69028.68438	503	B.26		0963		
ITS	II.0946.001100.Y	11265	66245.4	3.50%	2318.589	68563.989	503	B.32		0946		
ITS	II.0945.001100.	11552	79619.28	3.50%	2786.6748	82405.9548	503	B.32		0945		
ITS	Administrator	11560	62722.4	3.50%	2195.284	64917.684	503	B.31		0089		
ITS	Coordinator	11832	49410.73	4.00%	1976.429312	49410.7328	503	B.19	1976.43	0726		
ITS	II.1757.001100.	12067	76938.68	3.50%	2692.8538	79631.5338	503	B.33		1757		
ITS	Manager.0951.0011	12158	73117.72	3.50%	2559.1202	75676.8402	503	B.34		0951		
ITS	I.1808.001100.Y	12415	63031.54	4.00%	2521.2616	65552.8016	503	B.30		1808		
ITS	Manager.1809.0011	12835	73117.98	7.00%	5118.2586	78236.2386	503	B.34		1809		
ITS	Engineer.0968.0011	12980	69585.88	4.00%	2783.4352	72369.3152	503	B.33		0968		
ITS	III.0952.001100.	13068	93184.78	4.50%	4193.3151	97378.0951	503	B.34		0952		
ITS	Coordinator	13253	37250.63	4.00%	1490.025317	38740.65825	503	B.18		1755		
ITS	III.1628.001100.Y	13339	54065.7	3.50%	1892.2995	55957.9995	503	B.26		1628		
ITS	1.0943.001100.	13391	34600.54	4.00%	1384.021687	35984.56385	503	B.17		0943		
ITS	Engineer.0955.0011	13592	82232.28	4.50%	3700.4526	85932.7326	503	B.33		0955		
ITS	Administrator	13658	64576.46	3.50%	2260.1761	66836.6361	503	B.31		1629		
ITS	Administrator	13805	61795.5	4.25%	2626.30875	64421.80875	503	B.31		0950		
ITS	II.1834.001100.Y	14337	45886.76	3.50%	1606.036432	47492.79163	503	B.25		1834		
ITS	Administrator.0958.	14572	41616	3.50%	1456.560058	43072.56172	503	B.22		0958		

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	1 -	Grade	Lump Sum	PCN	PT Hrly	PT Merit
ITS	Administrator	14864	61795.76	3.50%	2162.8516	63958.6116	503	B.31		1855		
ITS	II.1856.001100.N	14865	45886.78	3.00%	1376.60328	47263.37928	503	B.25		1856		
ITS	I.1708.001100.Y	14892	45886.78	4.00%	1835.47104	47722.24704	503	B.25		1708		
ITS	II.0954.001100.	4732	118611.5	4.00%		123355.9392	503	B.38		0954		
ITS	Administrator	11933	61795.5	4.00%		64267.32	503	B.31		0956		
ITS	Manager.0960.0011	10471	82438.2	4.50%		86147.919	503	B.34		0960		
ITS	I.1722.001100.Y	13349	71100.12	4.25%		74121.8751	503	B.31		1722		
ITS	I.1810.001100.Y	14537	63031.54	4.00%		65552.8016	503	B.30		1810		

Department	PCN		Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	to Position	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
Justice of the Peace 3 - 0453	0092	11721	\$40,820.57	\$44,902.63	\$52,453.70	\$46,238.90	-\$6,214.80		Title correction: Customer Service Administrator I to Court Administrator I; Reallocation of Position budget to facilitate internal promotion to include 10% salary increase as allowed by policy	10/4/2019
Justice of the Peace 3 - 0453	0997	10877	\$52,453.70	\$47,035.07	\$40,820.57	\$47,035.37		\$6,214.80	Title correction: Collections Coordinator JOP3 to Court Clerk IV; Reallocation of position budget, this change will facilitate internal transfer to include salary decrease as allowed by policy. Surplus salary from PCN 0092.	10/4/2019
Road and Bridge - 210	1502	vacant	n/a	n/a	\$89,157.95	\$80,141.15	-\$9,016.80		Title/Grade change: Planner IV (B.34) to Planner III (B.32) / Titles and grade changes are consistent within the department	10/4/2019
Road and Bridge - 210	1943	vacant	n/a	n/a	\$87,312.33	\$96,329.13		\$9,016.80	Title/Grade change: Senior Engineer I (B.38) to Supervising Engineer (B.40) / Titles and grade changes are consistent within the department. Surplus salary from PCN 1502	10/4/2019

<sup>\*</sup>Amount may vary slightly due to Oracle rounding

**Commissioners Court - Regular Session** 

**Meeting Date:** 10/01/2019

Property Tax Refunds - Over 2500 - Thru 09/24/2019

Submitted For: Larry Gaddes Submitted By: Renee Clark, County Tax Assessor

Collector

9.

**Department:** County Tax Assessor Collector

Agenda Category: Consent

### Information

### Agenda Item

Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 thru 09/24/2019 for the Williamson County Tax Assessor/Collector.

### **Background**

### **Fiscal Impact**

From/To	Acct No.	Description	Amount

### **Attachments**

### 091919-092419 Refunds Over 2500

### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 09/26/2019 11:49 AM

Form Started By: Renee Clark
Final Approval Date: 09/26/2019
Started On: 09/26/2019
Started On: 09/26/2019
Started On: 09/26/2019



September 24, 2019 Date:

To: Members of the Commissioners Court

Larry Gaddes PCAC, CTA From:

Subject: Property Tax Refunds

Larry Gaddes PCAC, CTA Tax Assessor/Collector

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

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

Thank you.

9:51 AM 09/25/19 Accrual Basis

### **Property Tax** Account QuickReport As of September 24, 2019

	Date N	lum	Name	Memo	Amount
Refun	ds Payable - Ta	храу	rers		
	09/24/2019 72	437	HARTNETT TIMOTHY WAYNE & DEBRA LYNN	Multiple Accounts - Escrow Refund	-21,008.89
	09/24/2019 72	438	REBO, MARGARITA	R470067 - Escrow Refund	-4,272.20
	09/24/2019 72	439	COOLEY, DEBRAH ANN	R016814 - Overpayment	-3,600.00
Total F	Refunds Payable	- Ta	xpayers		-28,881.09
TOTAL	-				-28,881.09

**Commissioners Court - Regular Session** 

**Meeting Date:** 10/01/2019

Investment Report for 3rd Qtr FY 2019 **Submitted For:** David Heselmeyer

**Department:** County Treasurer

Agenda Category: Consent

### Information

Submitted By:

### Agenda Item

Discuss, consider and take action on approving the Investment Report for the Quarter ending June 30, 2019 which was approved by the Investment Committee on July 29, 2019.

### **Background**

### **Fiscal Impact**

From/To	Acct No.	Description	Amount

### **Attachments**

### **Investment Report 3-19**

### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 09/26/2019 11:15 AM

Form Started By: David Heselmeyer Started On: 09/26/2019 11:09 AM Final Approval Date: 09/26/2019

10.

David Heselmeyer, County Treasurer



# **Investment Portfolio Summary**

# Williamson County



For the Quarter Ended

June 30, 2019

Prepared by HilltopSecurities Asset Management



# Table of Contents / Market Recap

### Report Name

Certification Page
Executive Summary

Benchmark Comparison

Detail of Security Holdings

Change in Value

Earned Income

Investment Transactions

Amortization and Accretion

Projected Fixed Income Cash Flows

### MARKET RECAP - JUNE 2019:

June started off on a sour note as trade tensions ramped up after the administration threatened tariffs on Mexican imports in an attempt to address issues with immigration and border security. A week later, it was announced the tariffs would not take effect as the Mexican government had agreed to step up their efforts at the border. The trade outlook with China dimmed after the President reiterated his firm stance on tariffs and China pledged to "fight to the end." All eyes were on the G-20 Summit in late June in hope of something resembling a resolution. The meeting ultimately resulted in a cease-fire and an agreement to restart negotiations, sending the S&P 500 to a new all-time high.

CPI report disputes this transitory idea and supports the market's belief that the Fed will cut the transitory, suggesting that the Fed was willing to wait patiently for inflation to turn upward. The weak Powell has said on a number of occasions that the lack of price pressures early in the year is 0.0% to +0.4%. The Consumer Price Index showed less price pressure than expected as both group" figure used in GDP calculations climbed +0.5% in May, while April was revised upward from a 40-year low. May retail sales rose by +0.5%, just below the median forecast, but the big surprise was overnight rate this summer. inflation slowed from +2.0% to +1.8%, while core CPI slowed from +2.1% to +2.0%. Fed Chair Jerome headline and core CPI rose by just +0.1% during May. On a year-over-year basis, overall consumer a recalculation of April sales, revised significantly higher from -0.2% to +0.3%. The important "control was bit deceptive as the participation rate has retreated over the last three months and was back near negating the May gains. Headline unemployment held steady at a five-decade low of 3.6%, but this forecast for 175k. Downward revisions to March and April subtracted a net 75k jobs, completely two-year high. Nonfarm payrolls added just 75k jobs in May, falling well below the Bloomberg median rose to 56.9 in May, its highest level since February, with the employment component reaching a sliding to the lowest level since October 2016 at 52.1. In contrast, the ISM non-manufacturing index counterparts appear better insulated. The ISM manufacturing index continued its descent in May, Factory managers are feeling the effects of tariffs, while their more domestically focused service sector

At its mid-June meeting, the FOMC voted to hold the fed funds target rate steady in a range from 2.25% to 2.50%. However, the decision was not unanimous as St. Louis Fed President James Bullard preferred an immediate 25 basis point cut. As expected, the committee altered its message, shifting dovishly and opening the door to rate cuts in the near future. Following the FOMC meeting, a wave of new rate forecasts were published, with many Wall Street economists completely shifting gears. Bloomberg unexpectedly released a mid-month update to its survey of economists because so many opinions had changed. The majority surveyed now expect between 25 and 75 basis points of easing this year, with the first rate cut expected at the end of July. Bond yields continued their slide with the two-year Treasury note closing the month at 1.76% and the 10-year at 2.00%.



### For the Quarter Ended June 30, 2019

2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources. of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers This report is prepared for the Williamson County (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section

made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy. The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions

Name: D. Scott Heselmeyer

Officer/Names and Title

Title: County Treasurer



As of 06/30/19

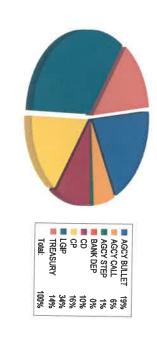
Account Summary

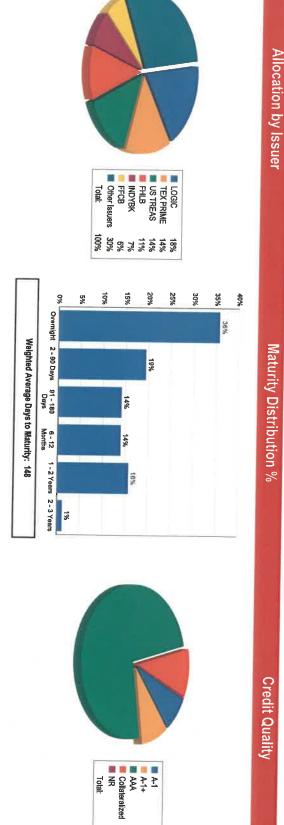
Allocation by Security Type

Ending Values as of 06/30/19

Beginning Values as of 03/31/19

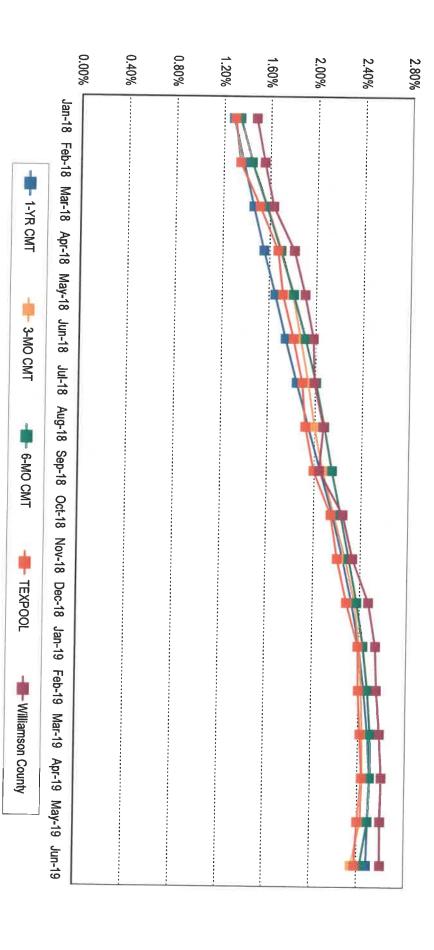
Weighted Avg. YTW 2.582% Weighted Avg. YTM 2.582%	Market Value 560,558,749,05  Market Value 558,947,416.05  Book Value 558,579,431.62  Unrealized Gain /(Loss) 367,984.43  Market Value % 100.07%
2.599% 2.599%	525,717,377.53 525,454,321.19 524,713,382.65 740,938.54 100.14%





7% 8% 74% 10% 100%

### Williamson County Benchmark Comparison As of 06/30/2019



Note 1: CMT stands for Constant Maturity Treasury, This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMTs are the daily averages for the previous 12-months.

Note 2: Benchmark data for TexPool is the monthly average yield.



Settle Date Sec. Type

### Detail of Security Holdings As of 06/30/2019 Williamson County

CUSIP	Settle Date Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mitv	Days	Ĭ	¥
			I													
2013 Park Bond																
LOGIC	LGIP	LOGIC					20,478,284.97	100.000	20,478,284.97	20,478,284.97	100.000	20,478,284.97	-		2.493	2,493
Total for 2013 Park Bond	Park Bond						20,478,284.97	100,000	20,478,284.97	20,478,284,97	100,000	20.478.284.97	-		3 403	3 403
2013 Road Bond																
LOGIC	l GIB	Delic														
4497W1V11	01/03/19 CP - DISC	ING Funding		08/04/40			5 267,050,59	100.000	28,287,050.59	28,287,050.59	100.000	28,287,050.59	<u>د</u>		2.493	2.493
3130A02T6	04/11/18 AGCY BULET	FLB.	2 375	00/12/10			5,000,000,00	98.373	4,918,625,00	4,987,987.50	99,775	4,988,756.50	32		2,836	2.836
3130ACM92	08/21/18 AGCY BULET	FILB	1 500	10/21/40			3,300,000,00	100.099	5,505,445.00	5,500,780.78	100.031	5,501,690.70	75		2,303	2.303
912828LY4	08/30/18 TREAS NOTE	U.S. Treasury	3 375	14/15/40			10,000,000.00	98.855	9,885,500.00	9,969,790.70	99.785	9,978,471.00	113		2.501	2.501
3130ADXU1	04/11/18 AGCY BULET	FHIR	3 20	04,00000			10,000,000.00	100.984	10,098,437.50	10,030,657.60	100.449	10,044,922.00	138		2.541	2.541
3130ADG22	08/21/18 AGCY CALL		2,020	04/09/20	7025040	2	7,500,000.00	99.929	7,494,675.00	7,498,346.48	100.080	7,506,008.25	193		2.363	2.363
3136G3D69	02/19/19 AGCY STEP	FNMA	3000	03/40/50	0/40/20/0		5000,000,00	197'66	9,928,700.00	9,9/1,609.00	99.986	9,998,632.00	207	23	2.603	2,603
3130ADN32	10/18/18 AGCY BULET	HIB.	2 125	02/10/20	6102019	באורז	5,000,000,00	99.670	4,983,500,00	4,994,341.65	99,990	4,999,486.00	225	41	2.599	2,599
CD-5860	03/18/19 CD	Independent Rk CD	7.12	02/11/20			5,000,000.00	99.118	4,955,900.00	4,979,347.90	100.053	5,002,629.00	226		2.812	2.812
3134GBXV9	02/19/19 AGCY CALL	FHLMC	1 850	07/13/20	7/13/2010	\ F60	40,000,000,00	000.000	2,013,510.14	2,013,510,14	100.000	2,013,510.14	354		2,680	2.680
912828Y46	03/06/19 TREAS NOTE	U.S. Treasury	2.625	07/31/20		6	7,000,000,00	20,220	3,089,300,00	9,925,398.30	99.750	9,975,000.00	379	ಪ	2,586	2.586
912828L32	12/04/18 TREAS NOTE	U.S. Treasury	1 375	08/21/20			7,000,000.00	100.059	7,004,101.56	7,003,221.89	100.723	7,050,586.20	397		2,581	2,581
CD-7997	06/28/19 CD	Independent BLCD	3	02/10/00			10,000,000.00	97.543	9,754,296.88	9,834,022.50	99.371	9,937,109.00	428		2.833	2,833
	000	independent by CD	2.420	09/28/20			15,000,000.00	100.000	15,000,000.00	15,000,000.00	100.000	15,000,000.00	456		2.420	2.420
Total for 2013 Road Bond	oad Bond						130,300,560.73	99,565	129,729,041.67	129,996,065.03	99,988	130,283,851.38	209		2.552	2.552
2015 CO Bands																
LOGIC	TGIP	LOGIC					9,167,864.18	100.000	9,167,864.18	9,167,864.18	100.000	9,167,864,18	_		2.493	2.493
Total for 2015 CO Bonds	0 Bonds						9,167,864.18	100,000	9,167,864.18	9,167,864.18	100.000	9,167,864.18	_		2,493	2,493



CUSIP	Settle Date Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch	Orla Cast	Book Value			Days	- 1	
Conservation Fund	Fund														
TEXPRIME 3130A8Y72 3137EADM8 912828X21	LGIP 08/09/18 AGCY BULET 10/12/18 AGCY BULET 11/20/18 TREAS NOTE	TexPool Prime FHLB FHLMC U.S. Treasury	0.875 1.250 1.500	08/05/19 10/02/19 04/15/20			1,664,205.88 1,500,000.00 1,100,000.00 1,000,000.00	100.000 98.429 98.612 98.246	1,664,205.88 1,476,435.00 1,084,731.23 982,460.94	1,664,205.88 1,497,735.87 1,096,005.56 990,047.20	100.000 99.870 99.758 99.582	1,664,205.88 1,498,056.15 1,097,337.23 995,820.30	36 34 290	, , , ,	2.523 2.523 2.493 2.493 2.706 2.706 2.784 2.784
Total for Conservation F	Total for Conservation Fund County Senetts Program						5,264,205.88	98.931	5,207,833.05	5,247,994,51	99.834	5,255,419,56	85	į,	2.602 2.602
TEXPRIME	LGIÞ	TexPool Prime					2,121,772.95	100.000	2,121,772.95	2,121,772.95	100.000	2,121,772.95	<u></u>	2	2.523 2.523
Total for Cour	Total for County Benefits Program  City Clerk Record Mgmt & Preservation						2,121,772.95	100.000	2,121,772.95	2,121,772.95	100,000	2,121,772.95		Po	2.523 2.523
TEXPOOL CD-3669	LGIP 03/27/19 CD	TexPool R Bank CD	2,710	03/27/20			1,458,196.20 503,464.28	100.000	1,458,196.20 503,464.28	1,458,196.20 503,464.28	100.000	1,458,196.20 503,464.28	1 271	22	2.381 2.381 2.710 2.710
Total for Cty Clerk Record Cty Clerk Records Archive	Total for Cty Clerk Record Mgmt & Preservation Cty Clerk Records Archive	ation					1,961,660.48	100.000	1,961,660.48	1,961,660.48	100.000	1,961,660.48	70	2,4	2.466 2.466
TEXPOOL CD-3669	LGIP 03/27/19 CD	TexPool R Bank CD	2.710	03/27/20			1,488,769.62 503,464.28	100.000	1,488,769.62 503,464.28	1,488,769.62 503,464.28	100.000	1,488,769.62 503,464.28	1 271	2.381 2.710	2.381 2.381 2.710 2.710
Total for Cty Clerk Debt Service Fund	Total for Cty Clerk Records Archive  Debt Service Fund						1,992,233.90	100.000	1,992,233.90	1,992,233.90	100,000	1,992,233.90	69	2.464	164 2,464
TEXPRIME 912828WW6	LGIP 12/13/18 TREAS NOTE	TexPool Prime U.S. Treasury	1.625	07/31/19			33,694,051.64 10,000,000.00	100.000 99.387	33,694,051.64 9,938,671.88	33,694,051.64 9,991,972.50	100.000 99,948	33,694,051.64 9,994,787.00	31	2.523 2.606	23 2.523 06 2.606
Total for Debt Service Fund	Service Fund						43,694,051.64	99.860	43,632,723.52	43,686,024.14	99.988	43,688,838.64	00	2.542	42 2.542



CUSIP	Settle Date Sec. Type	Sec. Description	CPN	Mity Date	Next Call	Next Call Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Days Market Value to Mty	Days to Mty	Days to Call	- 1	MILA
Future Environ	uture Environmental Liability												- 11	- 11		
TEXPRIME 3130AFAB3	LGIP 11/20/18 AGCY CALL	TexPool Prime FHLB	3.000		11/13/20 11/13/2019	CONT	454,979.16 1,800,000.00	100.000	454,979.16 1,800,000.00	454,979.16 1,800,000.00	100.000	454,979.16 1,805,960.88	1 502	22 -	1 136	
Total for Futur	Total for Future Environmental Liability						2,254,979.16	100.000	2,254,979.16	2,254,979.16	100.264	2,260,940.04	401	3	3	)1 2.904
General Fund -	General Fund - Core Investments															
3130A8Y72	05/16/18 AGCY BULET	FHLB	0.875	08/05/19			5,675,000.00	98.092	5,566.721.00	5.666.542.66	99.870	5.667.645.77	 55	<i>.</i> ,	<i>-</i>	S 2 479
3133XUMS9	10/02/18 AGCY BULET	FHLB	4.500	09/13/19			5,500,000,00	101.716	5,594,380.00	5,520,061.42	100.445	5,524,490.40	75			
912828U32	07/16/18 TREAS NOTE	U.S. Treasury	1.000	11/15/19			2,000,000.00	98.023	1,960,468.75	1,988,836,18	99.574	1,991,484.40	3			
3133EJRD3	06/12/18 AGCY BULET	FFCB	2.390	12/05/19			5,500,000.00	99.840	5,491,200.00	5,497,430.84	100.206	5,511,312.40	158			
CD-5440	02/21/19 CD	Independent Bk CD	2.700	02/21/20			5,032,917.81	100.000	5,032,917.81	5,032,917.81	100.000	5,032,917.81	236			
880591EV0	05/11/18 AGCY BULET	TVA	2.250	03/15/20			5,000,000.00	99,411	4,970,550.00	4,988,619.65	100.123	5,006,151.00	259			2.578
313/EAEM/	10/05/18 AGCY BULET	FHLMC	2.500	04/23/20			7,000,000.00	99.486	6,964,020.00	6,981,025.73	100.452	7,031,664.50	298			2.841
3133EJQ51	11/05/18 AGCY BULET	FFCB	2.760	05/05/20			7,000,000.00	99.900	6,993,000.00	6,996,026.52	100.667	7,046,707.50	310			2.829
CD-41/9	03/27/19 CD	Extraco Bks CD	2.750	06/27/20			5,035,410.95	100.000	5,035,410.95	5,035,410.95	100.000	5,035,410.95	363			2.750
313370US5	10/31/18 AGCY BULET	FHLB	2.875	09/11/20			5,000,000.00	99.939	4,996,950.00	4,998,092,45	101.090	5,054,491.00	439			2.908
CD-4278	04/24/19 CD	Extraco Bks CD	2.760	10/24/20			7,000,000.00	100.000	7,000,000.00	7,000,000.00	100.000	7,000,000.00	482			2,760
3135G0T86	11/09/17 AGCY CALL	FNMA	1.950	11/09/20	8/9/2019	QRTLY	5,000,000.00	99.930	4,996,500.00	4,998,393,55	99,650	4,982,502.00	498		40	
CD-7739	06/14/19 CD	Independent Bk CD	2.560	06/14/21			5,000,000.00	100.000	5,000,000.00	5,000,000.00	100.000	5,000,000.00	715			
Total for Gener	Total for General Fund - Core investments	S					69,743,328.76	99.799	69,602,118.51	69,703,357.76	100.203	69,884,777.73	315			2,637





Settle Date Sec. Type

### Detail of Security Holdings As of 06/30/2019 Williamson County

CUSIP	Settle Date Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	¥	WIY
Bothwoods Da	orthwoode Bd Operation Stand		Ш										Ш	Ш	Ш	
LOGIC	LGIP	Logic					247,807.64	100.000	247,807.64	247,807.64	100.000	247,807.64	<u> </u>		2.493	2,493
Total for North	Total for Northwoods Rd Operating Fund						247,807.64	100.000	247,807,64	247.807.64	100.000	247 907 64	_		3 400	3 83
Pass Yoll Series 2009	2009														4000	1,000
TEXPRIME	LGIP	TexPool Prime					409,637.08	100.000	409,637.08	409,637.08	100.000	409,637.08			2.523	2.523
Total for Pass Toll Series 2009 Passthrough Toll Reimb	oll Series 2009						409,637.08	100,000	409,637.08	409,637.08	100.000	409,637.08	_		2.523	2.523
LOGIC 912828TV2 3133EJLU1 3134GBXV9 3138EFXB8 CD-6938 CD-7084	LGIP 10/01/18 TREAS NOTE 05/02/18 AGCY BULET 11/27/18 AGCY CALL 12/13/18 AGCY BULET 12/13/18 CD 05/15/19 CD	LOGIC U.S. Treasury FFCB FHLMC FFCB Independent Bk CD	1.250 2.420 1.850 1.530 2.650 2.700	10/31/19 01/24/20 07/13/20 07/13/21 05/10/21 11/15/21	7/13/2019	QRTLY	22,141,840.98 8,600,000.00 5,500,000.00 5,500,000.00 5,500,000.00 6,000,000.00 6,000,000.00	100,000 98,500 99,820 98,343 97,318 100,000	22,141,840.98 8,471,000.00 5,490,100.00 5,408,865.00 5,352,490.00 6,000,000.00	22,141,840,98 8,560,167.72 5,496,695.11 5,441,709.63 5,389,897.81 6,000,000.00	100.000 99.703 100.251 99.750 99.507 100.000	22,141,840.98 8,574,469.18 5,513,812.15 5,486,250.00 5,472,869.05 6,000,000.00	1 123 208 379 578 680 869	3	2.493 2.666 2.528 2.899 2.839 2.650 2.700	2.493 2.666 2.528 2.899 2.839 2.650 2.700
Total for Passth	Total for Passthrough Toll Reimb						59,241,840.98	99,368	58,864,295,98	59,030,311.25	99.912	59,189,241.36	283		2.627	2,627
Pairson Place D	sarson Place Dabt Service Fund															
LOGIC	LGIP	LOGIC					1,232,188.97	100.000	1,232,188.97	1,232,188.97	100.000	1,232,188.97	_		2,493	2.493
Total for Pearso	Total for Pearson Place Debt Service Fund						1,232,188.97	100.000	1,232,188.97	1,232,188.97	100.000	1,232,188.97	-		2.493	2,493
Pooled Funds																
TEXPOOL TEXPRIME	rgib	TexPool TexPool Prime					8,384,750.40 10,794,005.30	100.000 100.000	8,384,750.40 10,794,005.30	8,384,750.40 10,794,005.30	100.000	8,384,750.40 10,794,005.30	<b>→ →</b>		2.381 2.523	2.381 2.523
Total for Pooled Funds	Funds						19,178,755.70	100.000	19,178,755.70	19,178,755.70	100.000	19,178,755.70	_		2,461	2.461



CUSIP	Settle Date Sec. Type	Sec. Description	CPN	Mty Date	Next Call Call Type	Call Type	Par Value	Purch Price	Orig Cost	Mkt Book Value Price	Mikt Price	Days Market Value to Mty	Days to Mty	Days to Call	YTM 1	WIT.
Road and Bridge General	ge General												Ш	Ш	Ш	
TEXPOOL TEXPRIME 3137EAEH8 912828U32 912828U12	LGIP LGIP 07/16/18 ACCY BULET 07/16/18 TREAS NOTE 11/1/1/18 TREAS NOTE	TexPool TexPool Prime FHLMC U.S. Treasury U.S. Treasury	1.375 1.000 1.375	08/15/19 11/15/19 01/31/20			25,592.22 13,697,609.68 6,000,000.00 3,000,000.00	100.000 100.000 98.849 98.023 98.277	25,592.22 13,697,609,68 5,930,940,00 2,940,703.13 2,948,320.31	25,592.22 13,697,609.68 5,992,137.00 2,983,254.27 2,974,963.50	100.000 100.000 99.894 99.574 99.594	25,592,22 13,697,609,68 5,993,625,60 2,987,226,60 2,987,812,50	1 1 138 215	N3	2.381 2 2.523 2 2.460 2 2.518 2 2.830 2	2.381 2.523 2.460 2.518 2.830
	AHEMINA MOOL DOCKET	7.1700	2.250	03/15/20			3,000,000.00	99.750	2,992,500.00	2,994,065.22	100.003	3,000,100.80	259	N	2.534 2	2.534
Total for Road	Total for Road and Bridge General Tobacco Funds						28,723,201.90	99.349	28,535,665.34	28,667,621.89	99,892	28,691,967.40	74	Na l	2.542 2	2.542
TEXPRIME 313380FB8 3132X0BG5	LGIP 06/08/18 AGCY BULET 11/20/18 AGCY BULET	TexPool Prime FHLB Farmer Mac	1.375	09/13/19 06/15/20			1,604,625.61 2,000,000.00 1,300,000.00	100.000 98.672 98.326	1,604,625.61 1,973,440.00 1,278,238.00	1,604,625.61 1,995,761.34 1,286,645.28	100.000 99.831 99.496	1,604,625.61 1,996,627.20 1,293,445.40	1 75 351	N N N	2.523 2 2.448 2 2.848 2	2.523 2.448 2.848
Total for Tobacco Funds	co Funds						4,904,625.61	99.017	4,856,303.61	4,887,032.23	99.798	4,894,698.21	123	N	2.578 2	2.578
Total for Williamson County	nson County						E9E 747 977 E9	3			7.53.67	1000				



CUSIP

Security Type Security Description

03/31/19 Book Value

Cost of Purchases

Maturities / Calls / Sales

Amortization / Realized Accretion Gain/(Loss)

06/30/19 Book Value

03/31/19 Market Value

06/30/19 Market Value

Change in Mkt Value

### Williamson County Change in Value From 03/31/2019 to 06/30/2019

(2,227,239,03)	9,167,864.18	11,395,103.21	9,167,864.18	0.00	0.00	(2,227,239.03)	0.00	11,395,103.21		CO Bonds	Total for 2015 CO Bonds
(2,227,239.03)	9,167,864,18	11,395,103.21	9,167,864.18	0.00	0.00	(2,227,239.03)	0.00	11,395,103.21	LOGIC	LGIP	LOGIC
											2015 CO Bonds
(5,177,653.37)	130,283,851.38	135,461,504.75	129,996,065.03	0.00	137,249.07	(33,844,446.95)	28,343,847.68	135,359,415.23		Road Bond	Total for 2013 Road Bond
15,000,000.00	15,000,000.00	0.00	15,000,000.00	0.00	0.00	0.00	15,000,000.00	0.00	Independent Bk CD 2.420 09/28/20	8	CD-1981
(10,004,100.00)	0.00	10,004,100.00	0.00	0.00	0.00	(10,000,000.00)	0.00	10,000,000.00	FHLB 2.625 09/28/20	AGCT CALL	OD ZODZ
76,209.00	9,937,109.00	9,860,900.00	9,834,022,50	0.00	34,574.10	0.00	0.00	9,799,448.40	U.S. Treasury 1.375 08/31/20	ACCA CALL	31304032
27,626.20	7,050,586.20	7,022,960.00	7,003,221.89	0.00	(684.18)	0.00	0,00	7,003,906.07	U.S. Treasury 2.625 07/31/20	TREAS NOTE	912828746
48,000.00	9,975,000.00	9,927,000.00	9,925,398.30	0.00	17,794.30	0.00	0.00	9,907,604.00	FHLMC 1.850 07/13/20	AGCY CALL	3134GBXV9
13,510.14	2,013,510.14	2,000,000.00	2,013,510.14	0.00	0.00	0.00	13,510.14	2,000,000.00	Independent Bk CD 2.680 06/18/20	G	CD-9860
16,679,00	5,002,629.00	4,985,950.00	4,979,347.90	0.00	8,352.50	0.00	0.00	4,970,995.40	FHLB 2.125 02/11/20	AGCY BULET	ST SOADN32
8,236.00	4,999,486.00	4,991,250.00	4,994,341.65	0.00	7,392.05	0.00	0.00	4,986,949.60	FNMA 2.000 02/10/20	AGCY STEP	313663069
33,132,00	9,998,632.00	9,965,500.00	9,971,609.00	0.00	12,504.40	0.00	0.00	9,959,104.60	FHLB 2.090 01/23/20	AGCY CALL	3130ADGZZ
14,558.25	7,506,008.25	7,491,450.00	7,498,346.48	0.00	782,70	0.00	0.00	7,497,563.78	HLB 2,320 01/09/20	AGCY BULE!	3130ADXU1
(10,578,00)	10,044,922.00	10,055,500.00	10,030,657.60	0.00	(20,401.50)	0.00	0.00	10,051,059.10	U.S. Treasury 3.375 11/15/19	IREAS NOTE	912828LY4
31,571.00	9,978,471.00	9,946,900.00	9,969,790.70	0.00	24,648.90	0.00	0.00	9,945,141.80	HLB 1.500 10/21/19	AGCY BULE?	STRUCKING Z
3,780.70	5,501,690.70	5,497,910.00	5,500,780.78	0.00	(975.98)	0.00	0.00	5,501,756.76	FHLB 2.3/5 09/13/19	AGCY BULET	313040216
33,956.50	4,988,756.50	4,954,800.00	4,987,987.50	0.00	35,262.50	0.00	0.00	4,952,725.00	ING Funding 0.000 08/01/19	ACCYPIE T	3430VUE
(19,631,124.75)	0.00	19,631,124.75	0.00	0.00	17,999.28	(19,675,000.00)	0.00	19,657,000.72	FHLB 1.500 06/28/19	AGCT CALL	MADZIMIANIA
9,160,890.59	28,287,050.59	19,126,160.00	28,287,050.59	0.00	0.00	(4,169,446.95)	13,330,337.54	19,126,160.00	LOGIC	LGIP	LOGIC
											2013 Road Bond
(1,017,017,30)	40,400,604,31	24,500,002,41	100000000000000000000000000000000000000	0.00							
14 047 647 901	20 A70 20A 07	22 205 002 27	20.478.284.97	0.00	2.792.65	(6,778,255,42)	4,957,338.12	22,296,409.62		Park Bond	Total for 2013 Park Bond
3,179,082.70 (4,996,700.00)	20,478,284.97 0,00	17,299,202.27 4,996,700.00	20,478,284.97 0.00	0.00	0.00 2,792.65	(1,778,255.42) (5,000,000.00)	4,957,338.12 0.00	17,299,202.27 4,997,207.35	LOGIC U.S. Treasury 1.625 04/30/19	LGIP TREAS NOTE	LOGIC 912828D23
											2013 Park Bond



### Change in Value From 03/31/2019 to 06/30/2019 Williamson County

CUSIP	Security Type	Security Description	03/31/19 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/19 Book Value	03/31/19 Market Value	06/30/19 Market Value	Change in Mkt Value
Conservation	Fund										
TEXPOOL TEXPRIME 3130A8Y72 3137EADM8 912828X21	LGIP LGIP AGCY BULET AGCY BULET TREAS NOTE	TexPool TexPool Prime FHLB 0.875 08/05/19 FHLMC 1.250 10/02/19 U.S. Treasury 1.500 04/15/20	0.00 1,561,541,05 1,491,742,56 1,092,055,58 986,943,20	0.00 249,514.04 0.00 0.00 0.00	0.00 (146,849.21) 0.00 0.00	0.00 0.00 5,993.31 3,949.98 3,104.00	0.00 0.00 0.00 0.00	0.00 1,664,205,88 1,497,735,87 1,096,005,56 990,047,20	0.00 1,561,541.05 1,491,825.00 1,093,312.00 990,900.00	0,00 1,664,205.88 1,498,056.15 1,097,337.23 995,820.30	0.00 102,664.83 6,231.15 4,025.23 4,920.30
Total for Conservation Fund County Benefits Program	ervation Fund s Program		5,132,282.39	249,514.04	(146,849.21)	13,047.29	0,00	5,247,994.51	5,137,578.05	5,255,419.56	117,841.51
TEXPOOL TEXPRIME	r@lb r@lb	TexPool TexPool Prime	0.00 2,108,335.76	0.00 13,437.19	0.00	0.00	0.00	0.00 2,121,772.95	0.00 2,108,335.76	0.00 2,121,772.95	0.00 13,437.19
Total for Coun	Total for County Benefits Program Cty Chirk Record Mgmt & Preserva	ram	2,108,335.76	13,437.19	0.00	0.00	0.00	2,121,772.95	2,108,335.76	2,121,772.95	13,437.19
TEXPOOL CD-3669	CD	TexPool R Bank CD 2.710 03/27/20	1,449,486.45 500,000.00	8,709.75 3,464.28	0.00	0.00	0.00	1,458,196.20 503,464.28	1,449,486.45 500,000.00	1,458,196.20 503,464.28	8,709.75 3,464.28
Total for Cty Clerk Record  Cty Clerk Records Archive	Total for Cty Clerk Record Mgmt & Preservation Cty Clark Racords Archive	& Preservation	1,949,486.45	12,174.03	0.00	0.00	0.00	1,961,660.48	1,949,486.45	1,961,660,48	12,174.03
TEXPOOL CD-3669	CD	TexPool R Bank CD 2.710 03/27/20	1,479,877.18 500,000.00	8,892,44 3,464.28	0.00	0.00	0.00	1,488,769.62 503,464.28	1,479,877.18 500,000.00	1,488,769.62 503,464.28	8,892,44 3,464,28
Total for Cty Clerk Debt Service Fund	Total for Cty Clerk Records Archive	10	1,979,877.18	12,356.72	0.00	0.00	0.00	1,992,233.90	1,979,877.18	1,992,233.90	12,356.72
TEXPOOL TEXPRIME 912828WW6	LGIP LGIP TREAS NOTE	TexPool TexPool Prime U.S. Treasury 1.625 07/31/19	0.00 32,187,221.76 9,967,622.30	0.00 1,506,829.88 0.00	0.00 0.00 0.00	0.00 0.00 24,350.20	0.00 0.00 0.00	0.00 33,694,051.64 9,991,972.50	0.00 32,187,221,76 9,972,300.00	0.00 33,694,051.64 9,994,787.00	0.00 1,506,829.88 22,487.00
Total for Debt Service Fund	ervice Fund		42,154,844,06	1,506,829,88	0.00	24,350.20	0.00	43,686,024,14	42,159,521.76	43,688,838.64	1,529,316.88



### Williamson County Change in Value From 03/31/2019 to 06/30/2019

TEXPRIME LIGIP TexPool Prime 78,400,27 378,578.89 0.00 0.00 1330AFABB AGCY CALL FHLB 3.000 11/13/20 1,800,000.00 0.00 0.00 0.00 0.00 100 100 100 0.00 0	LGIP   Tex/Pool Prime   78,400.27   376,578.89   0.00		69,685,861.25	69,703,357.76	0.00	23,101.73	(12,000,000.00)	12,068,328.76	69,611,927.27	stments	Total for General Fund - Core Investments	Total for Gener
LGIP TexPool Prime 78,400.27 376,578.89 0.00 0.00 0.00 0.00 0.00 0.00 0.00	LGIP   TexPool Prime   78,400.27   376,578.89   0.00   0	0.00	5,000,000.00		0.00	0.00	0.00	5,000,000.00	0.00	Independent Bk CD 2,560 06/14/21	5	JU-1139
LGIP TexPool Prime 78,400.27 376,578.89 0.00   3 AGCY CALL FHLB 3.000 11/13/20 1,800,000.00 0.00 0.00 0.00   4 AGCY CALL FFCB 1.070 04/24/19 6,999,710.20 0.00 (7,000,000.00) 28 AGCY BULET FHLB 1.825 06/14/19 4,995,034.00 0.00 (5,000,000.00) 4,99 AGCY BULET FHLB 0.875 08/05/19 5,545,138.23 0.00 0.00 0.00 22,38 AGCY BULET FFCB 2.390 12/05/19 1,981,406.68 0.00 0.00 0.00 22,38 AGCY BULET FHLB 0.875 08/05/19 5,495,942.54 0.00 0.00 0.00 7,436 AGCY BULET FHLB 0.875 09/13/20 1/15/19 1,981,406.68 0.00 0.00 0.00 22,38 AGCY BULET FFCB 2.390 12/05/19 1,981,406.68 0.00 0.00 0.00 7,436 AGCY BULET FFCB 2.390 12/05/19 1,981,406.68 0.00 0.00 0.00 1,486 AGCY BULET FFCB 2.390 12/05/19 5,495,942.54 0.00 0.00 0.00 1,486 AGCY BULET FFCB 2.390 12/05/19 5,495,942.54 0.00 0.00 0.00 1,486 AGCY BULET FFCB 2.500 04/23/20 4,884,623.75 0.00 0.00 3,99 AGCY BULET FFCB 2.760 05/05/20 6,975,248.07 0.00 0.00 3,99 AGCY BULET FFCB 2.760 05/05/20 6,994,866.06 0.00 0.00 1,166 AGCY BULET FFCB 2.760 05/05/20 6,994,866.06 0.00 0.00 0.00 1,166 AGCY BULET FFCB 2.760 05/05/20 6,994,866.06 0.00 0.00 0.00 1,166 AGCY BULET FFCB 2.760 05/05/20 6,994,866.06 0.00 0.00 0.00 1,166 AGCY BULET FFCB 2.760 05/05/20 6,994,866.06 0.00 0.00 0.00 0.00 1,166 AGCY BULET FFCB 2.760 05/05/20 6,994,866.06 0.00 0.00 0.00 0.00 1,166 AGCY BULET FFCB 2.760 05/05/20 6,994,866.06 0.00 0.00 0.00 0.00 0.00 0.00 0.0	LGIP TexPool Prime 78,400.27 376,578.89 0.00 0.00 0.00 0.00 0.00 0.00 0.00		4,998,393.55		0.00	291.85	0.00	0,00	4,998,101.70	FNMA 1.950 11/09/20	AGCY CALL	313350166
LGIP TexPool Prime 78,400.27 376,578.89 0.00 0.00 0.00 0.00 0.00 0.00 0.00	LGIP Tex/Pool Prime 78,400.27 376,578.89 0.00 0.00 1/1/3/20 1,800,000.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00	7,000,000.00		0.00	0.00	0.00	7,000,000.00	0.00	Extraco Bks CD 2,760 10/24/20	G	CD-42/8
LGIP TexPool Prime 78,400.27 376,578.89 0.00 0.00 0.00 0.00 0.00 0.00 0.00	LGIP TexPool Prime 78,400.27 376,578.89 0.00 0.00 11/13/20 1,800,000.00 0.00 0.00 0.00 0.00 0.00 0.0	5,033,400,00	4,998,092.45		0.00	392.05	0.00	0.00	4,997,700.40	FHLB 2.875 09/11/20	AGCY BULET	313370US5
LGIP TexPool Prime 78,400.27 376,578.89 0.00 0.00 11/13/20 1,800,000.00 0.00 0.00 0.00 0.00 0.00 0.0	LGIP TexPool Prime 78,400.27 376,578.89 0.00 0.00 11/13/20 1,800,000.00 0.00 0.00 0.00 0.00 0.00 0.0		5.035.410.95		0.00	0.00	0.00	35,410.95	5,000,000.00	Extraco Bks CD 2.750 06/27/20	8	CD-4179
LGIP TexPool Prime 78,400.27 376,578.89 0.00 0.00 0.00 0.00 0.00 0.00 0.00	LGIP TexPool Prime 78,400.27 376,578.89 0.00 0.00 11/13/20 1,800,000.00 0.00 0.00 0.00 0.00 0.00 0.0	7 031 010 00	6.996.026.52		0.00	1.160.46	0.00	0.00	6,994,866.06	FFCB 2.760 05/05/20	AGCY BULET	3133EJQ51
LGIP TexPool Prime 78,400.27 376,578.89 0.00 0.00 11/13/20 1,800,000.00 0.00 0.00 0.00 0.00 0.00 0.0	LGIP TexPool Prime 78,400.27 376,578.89 0.00 0.00 11/13/20 1,800,000.00 0.00 0.00 0.00 0.00 0.00 0.0	7,000,500,00	6 981 025 73		0.00	5,777,66	0.00	0.00	6,975,248.07	FHLMC 2.500 04/23/20	AGCY BULET	3137EAEM7
LGIP TexPool Prime 78,400.27 376,578.89 0.00 0.00 11/13/20 1,800,000.00 0.00 0.00 0.00 0.00 0.00 0.0	LGIP TexPool Prime 78,400.27 376,578.89 0.00 0.00 11/13/20 1,800,000.00 0.00 0.00 0.00 0.00 0.00 0.0	A 889 050 00	4 988 519 65		9 69 69	3 995 90	0.00	0.00	4,984,623.75	TVA 2.250 03/15/20	AGCY BULET	880591EV0
LGIP TexPool Prime 78,400.27 376,578.89 0.00 0.00 11/13/20 1,800,000.00 0.00 0.00 0.00 0.00 0.00 0.0	LGIP TexPool Prime 78,400.27 376,578.89 0.00 0.00 11/13/20 1,800,000.00 0.00 0.00 0.00 0.00 0.00 0.0	5,000,000,000,000,000 5,000,000,000,000			000	000	0.00	32,917,81	5,000,000.00	Independent Bk CD 2.700 02/21/20	8	CD-5440
LGIP TexPool Prime 78,400.27 376,578.89 0.00 0.00 0.00 0.00 0.00 0.00 0.00	LGIP TexPool Prime 78,400.27 376,578.89 0.00 0.00 11/13/20 1,800,000.00 0.00 0.00 0.00 0.00 0.00 0.0	5 497 430 84 5 500 880 00		5 (	0.00	1.488.30	0.00	0.00	5,495,942.54	FFCB 2.390 12/05/19	AGCY BULET	3133EJRD3
LGIP TexPool Prime 78,400.27 376,578.89 0.00 0.00 0.00 0.00 0.00 0.00 0.00	LGIP TexPool Prime 78,400.27 376,578.89 0.00 0.00 11/13/20 1,800,000.00 0.00 0.00 0.00 0.00 0.00 0.0	1.988.836.18		8	0.00	7,429.50	0.00	0.00	1,981,406.68	U.S. Treasury 1.000 11/15/19	TREAS NOTE	912828U32
LGIP TexPool Prime 78,400.27 376,578.89 0.00 0.00 0.00 0.00 0.00 0.00 0.00	LGIP   TexPool Prime   78,400.27   376,578.89   0.00   0	5,520,061,42 5,549,940,00		8	٥	(25,076.81)	0.00	0.00	5,545,138.23	FHLB 4.500 09/13/19	AGCY BULET	3133XUMS9
LGIP     TexPool Prime     78,400.27     376,578.89     0.00       8     AGCY CALL     FHLB 3.000 11/13/20     1,800,000.00     0.00     0.00     0.00       uture Environmental Liability       1,878,400.27     376,578.89     0.00       nd - Care Investments       4     AGCY CALL     FFCB 1.070 04/24/19     6,999,710.20     0.00     (7,000,000.00)     26       AGCY CALL     FHLB 1.625 06/14/19     4,995,034.00     0.00     (5,000,000.00)     4,99	LGIP TexPool Prime 78,400.27 376,578.89 0.00  8 AGCY CALL FHLB 3.000 11/13/20 1,800,000.00 0.00 0.00 0.00  1,878,400.27 376,578.89 0.00  1,878,400.27 376,57	5,667.6		9	_	22,387.02	0.00	0.00	5,644,155.64	FHLB 0.875 08/05/19	AGCY BULE!	3130ABY/2
LGIP TexPool Prime 78,400.27 376,578.89 0.00 3 AGCY CALL FHLB 3.000 11/13/20 1,800,000.00 0.00 0.00 0.00  "uture Environmental Liability 1,878,400.27 376,578.89 0.00  Ind Care Investments 6,999,710.20 0.00 (7,000,000.00) 26	LGIP   TexPool Prime   78,400.27   376,578.89   0.00   3   AGCY CALL   FHLB 3.000 11/13/20   1,800,000.00   0.00	0.00 4,992,100.00		0.00	_	4,966.00	(5,000,000.00)	0.00	4,995,034.00	FHLB 1.625 06/14/19	AGCY BULET	3133/9EE5
LGIP       TexPool Prime       78,400.27       376,578.89       0.00         AGCY CALL       FHLB 3.000 11/13/20       1,800,000.00       0.00       0.00       0.00         uture Environmental Liability       1,878,400.27       376,578.89       0.00	LGIP TexPool Prime 78,400.27 376,578.89 0.00 AGCY CALL FHLB 3.000 11/13/20 1,800,000.00 0.00 0.00 0.00 1/18/20 1,878,400.27 376,578.89 0.00	0.00 0.00 6.994,190.00 0.00		0.00		289.80	(7,000,000.00)	0,00	6,999,710.20	FFCB 1.070 04/24/19	AGCY CALL	3133EGZK4
LGIP     TexPool Prime     78,400.27     376,578.89     0.00       AGCY CALL     FHLB 3.000 11/13/20     1,800,000.00     0.00     0.00       uture Environmental Liability     1,878,400.27     376,578.89     0.00	LGIP TexPool Prime 78,400.27 376,578.89 0.00 AGCY CALL FHLB 3.000 11/13/20 1,800,000.00 0.00 0.00 0.00 1,800,000.00 0.00 0.00 0.00 0.00 0.00 0.0										Care Investments	General Fund -
LGIP TexPool Prime 78,400.27 376,578.89 0.00 AGCY CALL FHLB 3.000 11/13/20 1,800,000.00 0.00 0.00	LGIP TexPool Prime 78,400.27 376,578.89 0.00 AGCY CALL FHLB 3.000 11/13/20 1,800,000.00 0.00 0.00	0.00 2,254,979.16 1,883,800.27 2,260,940,04		0.00		0.00	0.00	376,578.89	1,878,400,27	ability	Environmental L	Total for Futur
	Future Environmental Liability	0.00 454,979.16 78,400.27 454,979.16 0.00 1,800,000.00 1,805,400.00 1,805,960.88		0.00		0.00 0.00	0.00 0.00	376,578.89 0.00	78,400.27 1,800,000.00	TexPool Prime FHLB 3.000 11/13/20	LGIP AGCY CALL	TEXPRIME 3130AFAB3
		Realized 06/30/19 03/31/19 06/30/19 Gain/(Loss) Book Value Market Value Market Value	Во	ealized ท/(Loss)	Gair R	Amortization / Accretion	Maturities / Calls / Sales	Cost of Purchases	03/31/19 Book Value	Security Description	Security Type	CUSIP
Security Type Security Description 03/31/19 Cost of Maturities / Amortization / Book Value Purchases Calls / Sales Accretion	Security Type Security Description 03/31/19 Cost of Maturities / Amortization / Book Value Purchases Calls / Sales Accretion											

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### Williamson County Change in Value From 03/31/2019 to 06/30/2019

CUSIP
Security Type
Security Type Security Description
03/31/19 Book Value
Cost of Purchases
Maturities / Calls / Sales
Amortization / Accretion
Realized Gain/(Loss)
06/30/19 Book Value
03/31/19 Market Value
06/30/19 Market Value
Change in Mkt Value



### Williamson County Change in Value From 03/31/2019 to 06/30/2019

CUSIP	Security Type	Security Description	03/31/19 Book Value	Cost of Purchases	Maturitles / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/19 Book Value	03/31/19 Market Value	06/30/19	Change in
											and a
Northwoods R.	orthwoods Rd Debt Service Fund	G.									
LOGIC	LGIP	LOGIC	600,832.72	10,044.25	0.00	0.00	0.00	610,876.97	600.832.72	610 876 97	10 044 25
Total for North	Total for Northwoods Rd Debt Service Fund	rvice Fund	600,832.72	10,044.25	0.00	0.00	000	640 876 07			
Northwoods Rt	orthwoods Rd Operating Fund						0.00	610,010.51	000,632.72	610,876.97	10,044.25
LOGIC	LGIP	LOGIC	248,550,55	1,512.06	(2,254,97)	0.00	0.00	247,807.64	248,550.55	247,807.64	(742.91)
Total for North	Total for Northwoods Rd Operating Fund	g Fund	248,550.55	1,512.06	(2,254.97)	0.00	0.00	247.807.64	248 550 55	13 500 570	
Pass Toll Series 2009	8 Z009								and a contract of	247,001,004	(/42,91)
TEXPRIME	IGIP	TexPool Prime	407,042.85	2,594.23	0.00	0.00	0.00	409,637.08	407,042.85	409,637.08	2,594.23
Total for Pass Toll Serie  Pasethrough Toll Relmb	Total for Pass Toll Series 2009  Passthrough Toll Relimb		407,042.85	2,594,23	0.00	0.00	0.00	409,637.08	407,042.85	409,637.08	2,594.23
LOGIC 3133EJBZ1 3133772S2 912828TV2 912828TV2 3133EJLU1 3134GBXV9 3133EFXB8 CD-6938 CD-7984	AGCY BULET AGCY BULET TREAS NOTE AGCY BULET AGCY BULET AGCY CALL AGCY CALL CD CD CD	LOGIC  FFCB 2.000 05/08/19  FHLB 5.375 05/15/19  U.S. Tressury 1.250 10/31/19  FFCB 2.420 01/24/20  FHLMC 1.850 07/13/20  FFCB 1.530 01/28/21  Independent Bk CD 2.650 05/10/21  Independent Bk CD 2.700 11/15/21	4,315,373.91 7,998,452.08 6,022,778.40 8,530,426.43 5,495,246.13 5,427,899.07 5,372,885.60 0,00	17,826,467.07 0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 (8,000,000,00) (8,000,000,00) 0.00 0.00 0.00 0.00	0.00 1,547.92 (22,778.40) 29,741.29 1,448.98 13,810.56 17,012.21 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00	22,141,840.98 0.00 0.00 8,560,167.72 5,496,695.11 5,441,709.63 5,389,897.81 6,000,000.00 6,000,000.00	4,315,373.91 7,997,120.00 6,021,240.00 8,540,574.00 5,501,540.00 5,459,850.00 5,421,570.00 0.00	22,141,840,98 0.00 0.00 0.00 8,574,469,18 5,513,812,15 5,486,250,00 5,472,869,05 6,000,000,00	17,826,467,07 (7,997,120,00) (6,021,240,00) 33,895,18 12,272,15 26,400,00 51,299,05 6,000,000,00
Total for Passth	Total for Passthrough Toll Reimb	4.	43,163,061.62	29,826,467,07	14.000.000.00)	40 782 KG	0.00	50 A20 244 A5			
Peartion Place D	arrion Place Debt Service Fund				(14,000,000,00)	40,782.56	0.00	59,030,311.25	43,257,267.91	59,189,241.36	15,931,973.45
LOGIC	LGIP		1,227,012.65	5,273.74	(97.42)	0.00	0.00	1,232,188.97	1,227,012.65	1,232,188.97	5,176.32
Total for Fearso	TOTAL TOTAL PROPERTY OF THE PR		1,227,012.65	5,273.74	(97.42)	0.00	0.00	1,232,188.97	1,227,012.65	1,232,188.97	5,176.32



CUSIP

Security Type Security Description

03/31/19 Book Value

Cost of Purchases

Maturities / Calls / Sales

Amortization / Realized
Accretion Gain/(Loss)

### From 03/31/2019 to 06/30/2019 Williamson County Change in Value

		and a confidence	Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Galn/(Loss)	06/30/19 Book Value	03/31/19 Market Value	06/30/19 Market Value	Change in Mkt Value
Pooled Funds											
TEXPRIME	TGIB	TexPool TexPool Prime	9,514,493.56 11,506,006.02	0.00 358,343.67	(1,129,743.16) (1,070,344.39)	0.00	0.00	8,384,750,40 10,794,005.30	9,514,493.56 11,506,006.02	8,384,750.40 10,794,005.30	(1,129,743.16) (712,000.72)
Total for Pooled Funds	led Funds		21,020,499.58	358,343.67	(2,200,087.55)	0.00	0.00	19,178,755,70	21,020,499,58	19,178,755.70	(1.841.743.88)
Road and Bridge General	ige General										(1)071,140,00)
TEXPOOL TEXPRIME 3133EJAU3 3135G0G23 912828R44 3137EAEH8 912828U32 912828U12 742651DU3	LGIP AGCY BULET AGCY CALL TREAS NOTE AGCY BULET TREAS NOTE TREAS NOTE AGCY BULET	TexPool TexPool Prime FFCB 1.920 04/29/19 FNMA 1.300 04/29/19 U.S. Treasury 0.875 05/15/19 FHLMC 1.375 08/15/19 U.S. Treasury 1.000 11/15/19 U.S. Treasury 1.375 01/31/20 PEFCO 2.250 03/15/20	25,439.40 8,555,411.71 2,999,764.42 1,998,893.34 2,994,641.37 5,976,053.64 2,972,110.02 2,964,285.26 0.00	152.82 5,142,197.97 0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 (3,000,000.00) (2,000,000.00) (3,000,000.00) 0.00 0.00 0.00	0.00 0.00 215.58 1,106.66 5,358.63 16,083.36 11,144.25 10,668.24 1,565.22	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	25,592.22 13,697,609.68 0.00 0.00 0.00 0.00 5,992,137.00 2,983,254.27 2,974,963.50 2,994,065.22	25,439.40 8,555,411.71 2,999,010.00 1,998,200.00 2,994,240.00 5,976,900.00 2,974,560.00 2,974,560.00 0.00	25,592.22 13,697,609.68 0.00 0.00 0.00 0.00 5,993,625.60 2,987,226.60 2,987,812.50 3,000,100.80	152.82 5,142,197.97 (2,999,010.00) (1,998,200.00) (2,994,240.00) 16,725.60 13,956.60 13,252.50 3,000,100.80
Total for Road Tobacco Funds	Total for Road and Bridge General	<u>8</u>	28,486,629.16	8,134,850.79	(8,000,000.00)	46,141.94	0.00	28,667,621.89	28,497,031.11	28,691,967.40	194,936.29
TEXPOOL TEXPRIME 313380FB8 3132X0BG5	LGIP LGIP AGCY BULET AGCY BULET	TexPool TexPool Prime FHLB 1,375 09/13/19 Farmer Mac 1.750 06/15/20	0.00 1,594,463.60 1,990,463.00 1,283,217.20	0.00 10,162.01 0.00 0.00	0.00 0.00 0.00	0.00 0.00 5,298.34 3,428.08	0.00 0.00 0.00	0.00 1,604,625,61 1,995,761,34 1,286,645,28	0.00 1,594,463.60 1,990,260.00 1,290,770.00	0.00 1,604,625.61 1,996,627.20 1,293,445.40	0.00 10,162.01 6,367.20 2,675.40
Total for Tobacco Funds	co Funds		4,868,143.80	10,162.01	0.00	8,726.42	0.00	4.887.032.23	A 875 A02 50	1004 600 04	
Unlimited Tax 9	inlimited Tax Road Bonds - Series 2007	s 2007	4,000,143.80	10,162.01	0.00	8,726.42	0.00	4,887,032.23	4,875,493.60	4,894,698.21	19,204.61
TEXPOOL TEXPRIME	rella rella	TexPool TexPool Prime	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for Onlin	Total for Unlimited Tax Koad Bonds - Series 2007	ds - Series 2007	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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### Williamson County Change in Value From 03/31/2019 to 06/30/2019

CUSIP Security Type Security Description 03/31/19 Cost of Maturities / Amortization / Realized 05/30/1  Book Value Purchases Calls / Sales Accretion Gain/(Loss) Book Value
Amortization / Realized Accretion Gain/(Loss)
06/30/19 Book Value
03/31/19 Market Value
06/30/19 Market Value
Change in Mkt Value

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### Williamson County

Earned Income From 03/31/2019 to 06/30/2019

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Acer / Prem Amort	Net Income
2013 Park Bond	a								
LOGIC	LGIP	LOGIC	0,00	125,086.96	125,086.96	0.00	0.00	0 00	125 086 06
312020123	IREAS NOTE	U.S. Treasury 1.625 04/30/19	34,116.02	6,508.98	40,625.00	0.00	0.00	2,792.65	9,301.63
Total for 2013 Park Bond	Park Bond		34,116.02	131,595,94	165,711.96	0.00	0.00	2,792.65	134,388.59
2013 Road Bond	ă								
LOGIC	LGIP	LOGIC	0.00	105 840 76	105 840 76	9			
3130ABKQ8	AGCY CALL	FHLB 1.500 06/28/19	76,240.63	71,321.87	147,562,50	0.00	0.00	17 000 78	105,840./6
LLALM/6bb	CP-DISC	ING Funding 0.000 08/01/19	0.00	0.00	0.00	0.00	0.00	35,262,50	35.262.50
3120ACN03	AGCY BULE!	FHLB 2.3/5 09/13/19	6,531.25	32,656,25	0.00	0.00	39,187.50	(975.98)	31,680.27
D108080 VA	TREAS NOTE	FHLB 1.500 10/21/19	66,666.67	37,500.00	75,000.00	0.00	29,166.67	24,648.90	62,148,90
313040711	ACCY BILL ET	U.S. Ireasury 3.3/5 11/15/19	127,727.90	84,126.72	168,750.00	0.00	43,104.62	(20,401.50)	63,725.22
3130ADG29	AGCY CALL	EHIB 2,000 04/09/20	39,633.33	43,500.00	0,00	0.00	83,133.33	782.70	44,282.70
313663069	AGCY STEP	ENIMA 2 000 O2/40/20	39,477.78	52,250.00	0.00	0.00	91,727.78	12,504.40	64,754.40
3130ADN39	AGCY BILLET	FNMA 2.000 02/10/20	14,166.67	25,000.00	0.00	0.00	39,166.67	7,392.05	32,392.05
CD-5860	CD COCK!	Independent Br CD o con ocusomo	14,756.94	26,562.50	0.00	0.00	41,319.44	8,352,50	34,915.00
3134GBXV9	AGCYCALL	EULIAC 1 950 07/19/20	2,055.89	13,376.19	13,510.14	0.00	1,921.94	0.00	13,376.19
912828746	TREAS NOTE	TREAT 1.000 07/13/20	40,083.33	46,250.00	0.00	0.00	86,333.33	17,794.30	64,044.30
9128281.32	TREAS NOTE	U.S. Treasury 2.525 07/31/20	30,455,80	46,191.30	0.00	0.00	76,647.10	(684.18)	45,507.12
3130AG2X2	AGCY CALL	EHIR 2625 00/28/20	11,956.52	34,001.36	0.00	0.00	45,957.88	34,574.10	68,575.46
CD-7997		Independent BLCD 3 450 00/30 50	2,187.50	63,437.50	65,625.00	0.00	0.00	0.00	63,437.50
		וויים אביו אבור טא אדר ל-120 ממולמולת	0.00	2,983.56	0.00	0.00	2,983.56	0.00	2,983.56
Total for 2013 Road Bond	Road Bond		471,940.21	684,998.01	576,288.40	0.00	580,649.82	137,249.07	822,247.08
2015 CO Bonds									
LOGIC	LGIP	LOGIC	0.00	63,351.91	63,351.91	0.00	0.00	0.00	63.351.91
Total for 2015 CO Bonds	CO Bonds		0.00	63,351.91	63,351.91	0.00	0.00	0.00	63,351.91
							4	0000	00,001101



Earned Income From 03/31/2019 to 06/30/2019

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd /	Interest Purchased	Ending Accrued	Disc Accr /	Not become
					Sold / Matured			Prem Amort	1
Conservation Fund	Fund								
TEXPRIME	LGIP	TexPool Prime	0.00	9,561.83	9,561,83	0.00	0 00	200	5
3137EADM8	AGCY BULET	FHLMC 1.250 10/02/19	2,041.67	3,281.25	0.00	0.00	5,322.92	5,993.31	9,274.56
912828X21	TREAS NOTE	U.S. Treasury 1.500 04/15/20	6,923.08	3,7 <b>32.</b> 66	5,875.00 7,500.00	0.00	3,399.31 3,155.74	3,949.98 3,104.00	7,387.48 6,836.66
Total for Cons	Total for Conservation Fund		15,801.56	20,013.24	23,936.83	0.00	11.877.97	13.047.29	22 080 82
County Benefits Program	ts Program								9
TEXPRIME	LGIP	TexPool Prime	0.00	13,437.19	13,437.19	0.00	0.00	0.00	13,437.19
Total for Coun	Total for County Benefits Program	n	0.00	13,437.19	13,437.19	0.00	0.00	0.00	13,437.19
And the state of t	TOUR ASSESSMENT OF THE PROPERTY OF THE PARTY	ation;							
CD-3669	S S	TexPool  R Rank CD 2740 namzno	0.00	8,709.75	8,709.75	0.00	0.00	0.00	8,709.75
		LA DAILE OF ELL IN MATELIEN	185.62	3,428.18	3,464.28	0.00	149.52	0.00	3,428.18
lotal for Cty C	I otal for Cty Clerk Record Mgmt & Preservation	& Preservation	185,62	12,137.93	12,174.03	0,00	149.52	0.00	12,137.93
Cty Clerk Records Archive	rds Archive								
TEXPOOL	C LGIP	TexPool	0.00	8,892.44	8,892.44	0.00	0.00	0.00	8.892.44
0000	<b>E</b>	K Bank CD 2.710 03/2//20	185.62	3,428.18	3,464.28	0.00	149.52	0.00	3,428.18
Total for Cty C	Total for Cty Clerk Records Archive	Ve	185.62	12,320.62	12,356.72	0.00	149.52	0.00	12,320.62
Debt Service Fund	and								į
TEXPRIME	LGIP	TexPool Prime	0.00	209,933.31	209,933.31	0.00	0.00	0.00	209.933.31
	10000	u.a. Heasary 1.929 Ur/a/I/B	26,933.70	40,849.45	0.00	0.00	67,783.15	24,350.20	65,199.65
Total for Debt Service Fund	pervice Fund		26,933.70	250,782.76	209,933.31	0.00	67,783.15	24,350.20	275,132.96



## Williamson County Earned Income From 03/31/2019 to 06/30/2019



## Williamson County Earned Income From 03/31/2019 to 06/30/2019

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Earned Income From 03/31/2019 to 06/30/2019

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Acer / Prem Amort	Net Income
Northwoods R	orthwoods Rd Operating Fund								
LOGIC	LGIP	Logic	0.00	1,572.45	1,572.45	0.00	0.00	0.00	1,572,45
Total for North	Total for Northwoods Rd Operating Fund	) Fund	0.00	1,572.45	1,572.45	0.00	0.00	0.00	1.572.45
Pass Toll Series 2009	8 2009								į
TEXPRIME	LGIP	TexPool Prime	0.00	2,594.23	2,594.23	0.00	0.00	0.00	2,594.23
Total for Pass	Total for Pass Toll Series 2009		0.00	2,594.23	2,594.23	0.00	0.00	0.00	2,594.23
Pasethrough Toll Relmb	of Reimb								
LOGIC	LGIP	LOGIC	0.00	48,467.07	48,467.07	0.00	0.00	0.00	48,467,07
2122V72C2	AGCY BULET	FFCB 2.000 05/08/19	63,555.56	16,444.44	80,000.00	0.00	0.00	1,547.92	17,992.36
043000000	AGCY BULE!	FHLB 5.375 05/15/19	121,833.33	39,416.67	161,250.00	0.00	0.00	(22,778.40)	16,638.27
31335    111	ACCYPILET OF THE PROPERTY OF T	U.S. Treasury 7.250 10/31/19	45,138.12	26,723.29	53,750.00	0.00	18,111.41	29,741.29	56,464.58
3134GRX/0	ACCY CALL	FFCB 2.420 07/24/20	24,771.39	33,275.00	0.00	0.00	58,046.39	1,448,98	34,723.98
3133EEYR9	AGCY CALL	FHLMC 1.800 07/13/20	22,045.83	25,437.50	0.00	0.00	47,483.33	13,810.56	39,248.06
CD-6938	CD AGO	Independent Bk CD   2,650   05/40/24	14,726.25	21,037.50	0.00	0.00	35,763.75	17,012.21	38,049.71
CD-7084	8	Independent Bk CD 2.700 11/15/21	0.00	20,860.27	0.00	0.00	22,652.05 20,860.27	0.00	22,652.05 20,860.27
Total for Passti	Total for Passthrough Toll Reimb		292,070.48	254,313.79	343,467.07	0.00	202,917.20	40,782.56	295,096,35
Pairson Place (	Puarson Place Debt Service Fund								
LOGIC	LGIP	LOGIC	0.00	7,778.19	7,778.19	0.00	0.00	0.00	7,778.19
Total for Pears	Total for Pearson Place Debt Service Fund	e Fund	0.00	7,778.19	7,778.19	0.00	0.00	0.00	7,778.19
Pooled Funds									
TEXPOOL	leh Leh	TexPool	0.00	53,738.19	53,738.19	0.00	0.00	0.00	53,738.19
באימושוני	- GIT	exPool Prime	0.00	69,126,49	69,126.49	0.00	0.00	0.00	69,126.49
Total for Pooled Funds	Funds		0.00	122,864.68	122,864.68	0.00	0.00	0.00	122,864.68



Earned Income From 03/31/2019 to 06/30/2019

Disc Accr / Prem Amort  Disc Accr / Disc A	-	:								
ne         0.00         152.82         152.82         0.00         0.00         0.00           Outsities         44.300.00         72.272.97         72.272.97         0.00         0.00         0.00           Outsities         44.300.00         28.300.00         0.00         0.00         0.00         0.00           V AUST 50.915.19         10.917.28         3.190.61         13.100.00         0.00         0.00         0.00         216.88           V AUST 50.915.19         11.333.29         17.471.33         15.000.00         0.00         31.96.67         15.883.83           V 1.375 101.917.00         6.877.02         10.359.47         0.00         0.00         31.96.67         15.883.83           V 1.375 101.917.00         6.877.02         10.359.47         0.00         0.00         31.96.67         15.883.83           D 0.015.22         1.375.00         0.00         1.375.00         0.00         7.312.50         1.385.82         11.144.25           D 0.015.22         1.375.00         10.162.01         10.162.01         10.162.01         10.162.01         10.162.01         10.162.01         10.162.01         10.162.01         10.277.83         46.141.94           B 0.015.22         1.375.00         0.00 </th <th>COSIT</th> <th>Security Type</th> <th>Security Description</th> <th>Beg. Accrued</th> <th>Interest Earned</th> <th>Interest Rec'd / Sold / Matured</th> <th>Interest Purchased</th> <th>Ending Accrued</th> <th>Disc Accr / Prem Amort</th> <th>Net Income</th>	COSIT	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
ne         0.00         182.822         152.822         0.00         0.00         0.00           OutZahrig         2,4320.00         7.2272.97         7.2272.97         0.00         0.00         0.00         0.00           OutZahrig         10,917.28         2,022.22         13,000.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         215.88         0.00         215.88         0.00         1,106.86         0.00         215.88         0.00         0.00         0.00         0.00         215.88         0.00         1,106.86         0.00         1,106.86         0.00         1,106.86         0.00         1,106.86         0.00         1,106.86         0.00         0.00         1,106.86         0.00         0.00         1,106.86         0.00         0.00         1,106.86         0.00         0.00         1,106.86         0.00         0.00         1,106.86         0.00         0.00         1,106.86         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00										
ORD         152.82         152.82         0.00         1.06.66         0.00         1.05.66         0.00         1.05.66         0.00         1.05.66         0.00         1.05.66         0.00         1.05.66         0.00         1.05.66         0.00         1.05.66         0.00         1.05.66         0.00         1.05.66         0.00         1.05.66         0.00         1.05.66         0.00         1.05.66         0.00         1.05.66         0.00         1.05.66         0.00         0.00         0.00         0.00         3.146.67         1.06.83         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00	Road and Bridg	je General								
ne         0.00         152.822         152.822         152.822         0.00         1.106.85         9 0.00         1.106.85	TEXPOOL	LGIP	TexPool							
04/25/19         0.00         72,272.97         72,272.97         0.00         02,250.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         215.58         0.00         0.00         215.58         0.00         215.58         0.00         215.58         0.00         215.58         0.00         215.58         0.00         215.58         0.00         215.58         0.00         215.58         0.00         215.58         0.00         0.00         0.00         0.00         215.58         0.00         1.06.65         1.06.65         1.06.65         1.06.65         1.06.65         1.06.65         1.06.65         1.00         0.0	TEXPRIME	- GB	ToyDool Disso	0.00	78.201	152,82	0.00	0.00	0.00	152,82
0.04/2019         24,320,00         4,480,00         28,800,00         0.00         2015,38           2.042019         10,247,78         2,022,22         13,000,00         0.00         0.00         1,06,65           y 0,375 061519         9,934,39         3,196,61         13,25,00         0.00         0.00         5,000,00         0.00         1,106,65         y 0,00         1,000,00         0.00         5,398,83         y 1,755 0617,10         0.00         0.00         31,166,67         16,083,38         y 1,375 01,317,00         0.00         0.00         31,166,67         16,083,38         y 1,375 01,317,00         0.00         0.00         3,381,52         11,444,25         11,444,25         10,541,54         13,453,52         142,350,79         17,312,50         19,875,00         1,568,22           1,000,132,00         1,000,00         1,000,00         1,000,00         1,000,00         1,000,00         1,568,22           1,000,132,00         1,000,00         1,245,250         1,000,00         1,000,00         1,565,22           1,000,132,00         1,000,00         1,000,00         1,000,00         1,000,00         1,000,00         1,000,00         1,000,00         1,000,00         1,000,00         1,000,00         1,000,00         1,000,00 <th< td=""><td>2422E IAII2</td><td>ACCY DIE TY</td><td>I GAL OOI TILLIE</td><td>0.00</td><td>72,272.97</td><td>72,272.97</td><td>0.00</td><td>0.00</td><td>0.00</td><td>79 979 97</td></th<>	2422E IAII2	ACCY DIE TY	I GAL OOI TILLIE	0.00	72,272.97	72,272.97	0.00	0.00	0.00	79 979 97
Function         1,0377.78         2,022.22         13,000.00         0.00         1,06.88           9,0875 08/6519         9,934.39         3,190.61         13,25.00         0.00         0.00         1,06.88           9,0875 08/6519         10,541.67         20,825.00         0.00         0.00         31,186.67         15,083.38           9,1000 11/15/19         11,335.59         7,477.93         15,000.00         0.00         3,831.52         11,144.25           9,1375 01/31/20         6,837.02         10,399.47         0.00         0.00         0.00         17,208.49         10,688.24           9,0375/20         10,399.47         0.00         0.00         0.00         72,079.68         45,141.94           10,375/20         0.00         10,162.01         0.00         0.00         72,079.68         45,141.94           1,750 06/15/20         1,375.00         10,162.01         0.00         0.00         0.00         0.00           1,750 06/15/20         1,375.00         10,375.00         0.00         0.00         8,250.00         0.00           8,073.61         22,724.51         21,375.01         0.00         0.00         9,261.11         8,728.42           1,49,354.65         2,589.39	31350003	AGC BULET	FFCB 1.920 04/29/19	24,320.00	4,480.00	28,800.00	0.00	0.00	215.58	4 695 58
9.0875 05/15/19         9.304.39         3,190.61         13,125.00         0.00         5,338.53           9.0875 08/15/19         10,541.67         20,225.00         0.00         0.00         31,166.67         15,083.36           9.1000 11/15/19         11,353.59         7,477.93         15,000.00         0.00         31,166.67         15,083.36           9.1375 01/31/20         6,837.02         10,388.47         0.00         0.00         0.00         381.52         11,144.25           9.1375 01/31/20         0.00         12,862.59         0.00         7,312.50         0.00         12,205.49         10,688.24           90 03/16/20         0.00         12,862.59         0.00         7,312.50         19,875.00         1,565.22           10 03/16/20         0.00         10,162.01         10,162.01         10,162.01         0.00         7,312.50         12,079.88         45,141.94           10 13/16/20         1,375.00         6,875.00         10,00         0.00         0.00         0.00         0.00         0.250.00         0.250.00         0.250.00         0.250.00         5,238.34           1,750 06/15/20         0.00         0.00         0.00         0.00         0.00         0.250.00         0.250.00 <th< td=""><td>010000000</td><td>AGC! CALL</td><td>FNMA 1.300 04/29/19</td><td>10,977.78</td><td>2,022.22</td><td>13,000.00</td><td>0.00</td><td>0.00</td><td>1.106.66</td><td>3 128 88</td></th<>	010000000	AGC! CALL	FNMA 1.300 04/29/19	10,977.78	2,022.22	13,000.00	0.00	0.00	1.106.66	3 128 88
7 0010179 10,541,57 20,625.00 0.00 0.00 31,166.67 16,083.36 7 1,000 117,579 11,000 117,579 15,000.00 0.00 31,166.67 16,083.36 7 1,000 117,579 15,000.00 0.00 3,831.52 11,144.25 11,353.59 7,477.93 15,000.00 0.00 17,206.49 10,668.24 0.00 0.00 17,206.49 10,668.24 0.00 0.00 17,206.49 10,668.24 0.00 0.00 17,206.49 10,668.24 0.00 0.00 17,206.49 10,668.24 0.00 0.00 17,206.49 10,668.24 0.00 0.00 1,555.22 11,355.20 1,355.20 1,355.20 1,355.20 1,355.20 1,355.20 1,355.20 1,355.20 1,355.20 1,355.20 1,355.20 1,355.20 0.00 0.00 0.00 0.00 0.00 0.00 0.00	3137EAEH8	ACCV BILLET	C.S. Treasury 0.675 05/15/19	9,934.39	3,190.61	13,125.00	0.00	0.00	5,358,63	8.549.24
7.305.59 7.477.93 7.375.0137.20 0.00 0.00 0.00 0.00 0.00 0.00 0.72.079.68 0.00 0.00 0.3831.52 11,144.25 0.00 0.00 0.17,206.49 10,668.24 0.00 0.7,312.50) 0.00 0.3857.52 11,246.25 0.00 0.00 0.7,312.50) 0.00 0.00 0.00 0.00 0.00 0.00 0.00	9128281.32	TREAS NOTE	TIC TOOK 1.370 00/19/19	10,541.67	20,625.00	0.00	0.00	31,166.67	16,083.36	36,708,36
16.37.02         10.389.47         0.00         7.206.49         10.688.24           0.00         21.262.50         0.00         7.312.50         19.875.00         19.875.00         10.688.24           10.00         12.562.50         0.00         12.562.50         0.00         7.312.50         19.875.00         19.875.00         19.875.00         19.875.00         19.875.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         5.298.34         1.375.00         0.00         0.00         1.011.11         3.428.08         3.428.08           1.750 06/15/20         8.073.61         22.724.51         21,337.01         0.00         9.261.11         8,726.42           8.073.61         22.724.51         21,337.01         0.00         0.00         9.261.11         8,726.42           1.449.354.65         2.569.390.13         2.574.594.55         7.312.50         1.361.462.84         982.822.55         3.4	912828UL2	TREAS NOTE	S Treasury 1,000 11/10/19	11,353.59	7,477.93	15,000.00	0.00	3,831.52	11,144.25	18,622.18
73,964.45 133,153.52 142,350,79 (7,312.50) 19,875.00 1,565.22 73,964.45 133,153.52 142,350,79 (7,312.50) 72,079.58 46,141.94  9,000 10,162.01 10,162.01 0,00 0.00 0.00 0.00 1,375.00 6,875.00 0.00 0.00 0.00 0.00 1,750 06/15/20 6,688.61 5,687.50 11,375.00 0.00 1,011.11 3,428.08  8,073.61 22,724.51 21,537.01 0.00 9,261.11 8,726.42  1,479,354.66 2,599,390,13 2,574.594.45 7,312.50 1,361,462.84 982,672.55 3,44	742651DU3	AGCY BUILT	PEECO 2 250 02M5/20	6,837.02	10,369.47	0.00	0.00	17,206.49	10,668.24	21,037.71
BB         0.00         10,182.01         10,182.01         10,182.01         0.00         0.00         0.00           09/13/19         1,375.00         6,875.00         0.00         0.00         0.00         0.00           1,750 06/15/20         6,698.61         25,724.51         21,537.01         0.00         0.00         1,011.11         3,428.08           8,073.61         22,724.51         21,537.01         0.00         9,281.11         8,726.42           0.00         0.00         0.00         0.00         0.00         0.00           1,419,354.65         2,509,390.13         2,574,594.45         7,312.50         1,381,462.84         982,822.55         3,44			1	0.00	12,562.50	0.00	(7,312.50)	19,875.00	1,565.22	14,127.72
0.00 10,162.01 10,162.01 0.00 0.00 0.00 0.00 0.00 0.00 0.00	Total IOI NOAG	and bridge Genera		73,964.45	133,153.52	142,350.79	(7,312.50)	72,079.68	46,141.94	179,295,46
08     0.00     10,162.01     10,162.01     0.00     0.00     0.00       09/13/19     1,375.00     6,898.61     5,687.500     0.00     0.00     0.00     5,290.34       1.750     06/15/20     8,073.61     22,724.51     21,537.01     0.00     1,011.11     3,428.08       8.073.61     22,724.51     21,537.01     0.00     9,261.11     8,726.42       1.419,354.66     2.509,390.13     2,574,594.45     7,312.50)     1,361,462.84     982,822.55     3,44	Protes   Comment									
1,375.00 6,875.00 0.00 0.00 0.250.00 5,298.34 1,750 06/15/20 6,898.61 5,697.50 11,375.00 0.00 1,011.11 3,428.08 8,073.61 22,724.51 21,537.01 0.00 9,261.11 8,726.42 1,419,354.66 2,509,390.13 2,574,594.45 7,342.50 1,361,462.84 982,822.55 3,44	TEXPRIME	AGCY BILL ET	TexPool Prime	0.00	10,162.01	10,162.01	0.00	0.00	0.00	10,162.01
5,098,67         5,687,50         11,375,00         0,00         1,011,11         3,428,08           8,073,61         22,724,51         21,537,01         0,00         9,261,11         8,726,42           0,00         0,00         0,00         0,00         0,00         0,00         0,00           1,419,354,66         2,509,390,13         2,574,594,45         7,312,50         1,361,462,84         982,822,55         3,44	3132X0BG5	AGCY BULET	Farmer May 1 750 06/15/20	1,375.00	6,875.00	0.00	0.00	8,250.00	5,298.34	12,173.34
8,073.61     22,724.51     21,537.01     0.00     9,261.11     8,726.42       0.00     0.00     0.00     0.00     0.00     0.00       1,419,354.66     2,509,390.13     2,574,594.45     7,312.50)     1,361,462.84     982,822.55     3,44			- militar 11000 000/100/200	0,886,07	5,687.50	11,375.00	0.00	1,011.11	3,428,08	9,115,58
0.00 0.00 0.00 0.00 0.00 0.00 0.00 1,419,354.56 2,509,390,13 2,574,594.45 (7,312.50) 1,361,462.84 982,822.55 3,492.75	TOTAL TOTAL	COLLUGS		8,073.61	22,724.51	21,537.01	0.00	9,261.11	8,726.42	31,450.93
0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	Unlimited Tax R	oad Bonds - Series	(2007)							
1,419,354,66 2,509,390,13 2,574,594,45 (7,312,50) 1,361,462,84 982,822,55	Total for Unlimit	ted Tax Road Bond	ds - Series 2007	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Total for William	Ison County		1,419,354,66	2,509,390.13	2,574,594,45	(7.312.50)	1,361,462.84	982,822.55	3,492,212.68



Trade Date

Settle
Date CUSIP

### **Investment Transactions** From 04/01/2019 to 06/30/2019 Williamson County

Date Date CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM.	WIY
2013 Park Bond												Ш	
Maturities 04/30/19 912828D23	23 TREAS NOTE	U.S. Treasury	1.625	04/30/19		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		2,330	
Total for: Maturities						5,000,000.00		5,000,000.00	0.00	5,000,000.00		2.330	
Income Payments 04/30/19 04/30/19 912828D23	23 TREAS NOTE	U.S. Treasury	1.625	04/30/19				0.00	40,625.00	40,625.00			
Total for: Income Payments								0.00	40.625.00	40 625 00			
2013 Road Bond										To Jones of			
Calls 06/25/19 06/28/19 3130AG2X2	XZ AGCY CALL	FHLB	2.625	09/28/20	06/28/19	10,000,000.00	100.000	10,000,000.00	65,625.00	10,065,625.00		2.625	
Total for: Calls						10,000,000.00		10,000,000.00	65,625.00	10,065,625.00		2,625	
Maturities 3130ABKQ8	OB AGCY CALL	FHLB	1.500	06/28/19		19,675,000,00	100.000	19,675,000.00	0.00	19,675,000.00	_	1.882	
Total for: Maturities						19,675,000.00		19,675,000.00	0.00	19,675,000.00		1.882	
Purchases 06/28/19 06/28/19 CD-7997	용	Independent Bk CD	2,420	09/28/20		15,000,000,00	100.000	15,000,000.00	0.00	15,000,000.00	2	2.420	2.420
Total for: Purchases						15,000,000.00		15,000,000.00	0.00	15,000,000.00	2	2.420	2.420
04/22/19 04/21/19 3130ACIM92 05/15/19 05/15/19 912828LY4 06/03/19 06/18/19 CD-5860 06/28/19 06/28/19 3130ABKQ8	AGCY BULET TREAS NOTE CD AGCY CALL	FHLB U.S. Treasury Independent Bk CD FHLB	1.500 3.375 2.680 1.500	10/21/19 11/15/19 06/18/20 06/28/19				0.00 0.00 0.00	75,000.00 168,750.00 13,510.14 147,562.50	75,000.00 168,750.00 13,510.14 147,562.50			
Total for: Income Payments								0.00	404,822.64	404,822.64			



## Williamson County Investment Transactions From 04/01/2019 to 06/30/2019

Trade Settle Date Date CUSIP		Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss YTM	MLA
2013 Road Bond													
Capitalized Interest 06/18/19 06/18/19 CD-5860		8	Independent Bk CD	2,680	06/18/20		13,510.14 100.000	100.000	13,510.14	0.00	13,510.14		
Total for: Capitalized Interest	rest						13,510.14		13,510.14	0.00	13,510.14		
Conservation Fund													
Income Payments 04/02/19 04/02/19 3137EADM	ω.	AGCY BULET	FHLMC	1.250	10/02/19				0.00	6,875.00	6,875.00		
Total for. Income Payments	is is								0.00	14,375.00	14,375.00		
Cty Clerk Record Migmt & Preservation	Preservation												
Income Payments 06/03/19 06/27/19 CD-3669		8	R Bank CD	2.710	03/27/20				0.00	3,464.28	3,464.28		
Total for: Income Payments	ŝ								0.00	3,464.28	3,464.28		
Capitalized Interest 06/27/19 06/27/19 CD-3669		S	R Bank CD	2.710	03/27/20		3,464.28	100.000	3,464.28	0.00	3,464.28		
Total for: Capitalized Interest	rest						3,464,28		3,464.28	0.00	3,464.28		



## Williamson County Investment Transactions

From 04/01/2019 to 06/30/2019

Trade Settle  Date Date CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss YTM	WTY
Cty Clark Records Archive												
Income Payments 06/03/19 06/27/19 CD-3669	8	R Bank CD	2.710	03/27/20				0.00	3,464.28	3,464.28		
Total for: Income Payments								0.00	3,464.28	3,464.28		
Capitalized Interest 06/27/19 06/27/19 CD-3669	G	R Bank CD	2.710	03/27/20		3,464.28 100.000	100.000	3,464.28	0.00	3,464.28		
Total for: Capitalized Interest						3,464.28		3,464.28	0.00	3,464.28		
Future Environmental Liability												
Income Payments 05/13/19 05/13/19 3130AFAB3	AGCY CALL	FHLB	3.000	11/13/20				0.00	27,000.00	27,000.00		
Total for: Income Payments								0.00	27,000.00	27,000.00		



## Williamson County Investment Transactions From 04/01/2019 to 06/30/2019

Trade Settle Date Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss YTM	WTY
													Ш
General Fund - Core Investments	a livestments												
06/14/19 06/14/19	9 313379EE5	AGCY CALL	FHCB	1.070 1.625	04/24/19		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00	1.135	
					000		2,000,000,00	100.000	5,000,000.00	0.00	5,000,000.00	2.120	_
Total for: Maturities	Ġ						12,000,000.00		12,000,000.00	0.00	12,000,000.00	1.546	
1 0	*												
04/24/19 04/24/19 06/14/19	9 CD-4278 9 CD-7739	3 8	Extraco Bks CD	2.760	10/24/20		7,000,000.00	100,000	7,000,000.00	0.00	7,000,000.00	2.760	2.760
			mosperius it ox CD	2.560	06/14/21		5,000,000,00	100.000	5,000,000.00	0.00	5,000,000.00	2,560	
from Barrett	ä						12,000,000.00		12,000,000.00	0.00	12,000,000.00	2.677	2.677
04/23/19 04/23/19	3137EAEM7	AGCY BULET	FHLMC	2,500	04/23/20				0.00	87 500 00	27 500		
		AGCY CALL	FFCB	1.070	04/24/19				0.00	37.450.00	37 450 00		
	3133EJQ51	AGCY BULET	FFCB	2.760	05/05/20				0.00	96,600,00	96,000,00		
		AGCY CALL	FNMA	1.950	11/09/20				0.00	48,750.00	48.750.00		
		TREAS NOTE	U.S. Treasury	1.000	11/15/19				0.00	10,000.00	10.000.00		
		3 8	Independent Bk CD	2.700	02/21/20				0.00	32,917.81	32,917.81		
06/05/19 06/05/19	3133F IDD3	ACCV BILLET	Extraco Bks CD	2.750	06/27/20				0.00	35,410.95	35,410.95		
		AGCY BULET	TTC8	2.390	12/05/19				0.00	65,725.00	65,725.00		
1	1.	מסטן סטנרן	רחנס	1.625	06/14/19				0.00	40,625.00	40,625.00		
Total for: Income Payments	ayments								0.00	454,978.76	454,978.76		
05/21/19 05/21/19 06/27/19	CD-5440	8 8	Independent Bk CD	2.700	02/21/20			100.000	32,917.81	0.00	32,917.81		
	0	6	Director president	2.750	06/2//20		35,410.95	100.000	35,410.95	0.00	35,410.95		
Total for: Capitalized Interest	a interest						68,328.76		68,328.76	0.00	68,328,76		



## **Investment Transactions**

From 04/01/2019 to 06/30/2019

2.700 1/05/19 0.00 94,500.00 94,500.00	TREAS NOTE U.S. Treasury 1,000	Total for: Purchases 10,000,000.00 10,000,000.00 0.00 10,000,000.00	Purchases           05/30/19         05/30/19         13068BED5         CP - INT         State of CA         2.460         08/28/19         10,000,000.00         10,000,000.00         10,000,000.00         0.00         10,000,000.00	Total for: Maturities 42,000,000.00 42,000,000.00 0.00 42,000,000.00	Principal   Int Purchased   Part Value   Principal   Int Purchased   Part Value   Principal   Int Purchased   Total Amount   Gain / G	
144,500.00	100,00 100,00	000.00 2.460	000,00 2,460	2.844	Realized YTM Gain / Loss YTM 2796 000.00 2.796 000.00 2.810 000.00 2.813 000.00 2.813 000.00 2.813 000.00 2.853 000.00 2.853 000.00 2.853	
		160 2.460	160 2.460	**	796 906 911 911 984	



## Williamson County Investment Transactions

From 04/01/2019 to 06/30/2019

-															
Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss YTM	WITY WITY	€
	ı														L
														ı	ı
Passthroug	sthrough Toll Raimb	mb													
1															
05/08/19	05/08/19 05/15/19	05/08/19 05/08/19 3133EJBZ1 05/15/19 05/15/19 3133X72S2	AGCY BULET AGCY BULET	FFCB FHLB	2.000 5.375	05/08/19 05/15/19		8,000,000.00	100,000	8,000,000.00	0.00	8,000,000.00	2.190	8 8	
Total for: Maturities	afurifies														
- Call #01	eaminis							14,000,000.00		14,000,000.00	0.00	14,000,000.00	2,209	99	
Purchases 05/10/19 05/10/19 CD-6938 05/15/19 05/15/19 CD-7084	)5/10/19 )5/15/19	CD-6938 CD-7084	88	Independent Bk CD Independent Bk CD	2.650 2.700	05/10/21 11/15/21		6,000,000.00 6,000,000.00	100.000	6,000,000.00 6,000,000.00	0.00	6,000,000.00	2.650 2.700	i0 2.650	95
Total for: Purchases	irchases							12,000,000.00		12,000,000.00	0.00	12,000,000.00	2.675	5 2.675	75
04/30/19 04/30/7 05/08/19 05/08/7 05/15/19 05/15/7	04/30/19 05/08/19 05/15/19	Ayments           04/30/19         912828TV2           05/06/19         3133EJBZ1           05/15/19         3133X72S2	TREAS NOTE AGCY BULET AGCY BULET	U.S. Treasury FFCB FHLB	1.250 2.000 5.375	10/31/19 05/08/19 05/15/19				0.00	53,750.00 80,000.00 161,250.00	53,750.00 80,000.00			

Total for: Income Payments

0.00

295,000.00

295,000.00



## Williamson County Investment Transactions From 04/01/2019 to 06/30/2019

Total t	06/17/19	Total	04/29/19 04/29/19 04/29/19 05/15/19	Total	Purchases 04/23/19	Total	Maturities 04/29/19 04/29/19 05/15/19	Road	Trade Date
Total for: Income Payments	Income Payments 06/17/19 06/15/19	Total for: Income Payments Tobacco Funds	1 1 1 1 1 1 1	Total for: Purchases	Purchases 04/23/19 04/24/19	Total for: Maturities	"	load and Bridge General	
ne Paym	©	ne Paym	9 9 9 9	nases		rities	04/29/19 : 04/29/19 : 04/29/19 : 05/15/19 :	ow Gene	Settle Date
ents	3132X0BG5	ents	3133EJAU3 3135G0G23 912828R44 912828U32		742651DU3		04/29/19 3133E.JAU3 04/29/19 3135G0G23 05/15/19 912828R44	2	CUSIP
	AGCY BULET		AGCY BULET AGCY CALL TREAS NOTE TREAS NOTE		AGCY BULET		AGCY BULET AGCY CALL TREAS NOTE		Security Type
	Farmer Mac		FFCB FNMA U.S. Treasury U.S. Treasury		PEFCO		FFCB FNMA U.S. Treasury		Security Description
	1.750		1.920 1.300 0.875 1.000		2.250		1.920 1.300 0.875		Coupon
	06/15/20		04/29/19 04/29/19 05/15/19 11/15/19		03/15/20		04/29/19 04/29/19 05/15/19		Mty Date
									Call Date
				3,000,000.00	3,000,000.00	8,000,000.00	3,000,000.00 2,000,000.00 3,000,000.00		Par Value
					99.750		100,000 100,000 100,000		Price
0.00	0.00	0.00	0.00 0.00 0.00	2,992,500.00	2,992,500.00	8,000,000.00	3,000,000.00 2,000,000.00 3,000,000.00		Principal Amount
11,375.00	11,375.00	69,925.00	28,800.00 13,000.00 13,125.00 15,000.00	7,312.50	7,312.50	0.00	0.00 0.00		Int Purchased / Received
11,375.00	11,375.00	69,925.00	28,800.00 13,000.00 13,125.00 15,000.00	2,999,812.50	2,999,812.50	8,000,000.00	3,000,000.00 2,000,000.00 3,000,000.00		Total Amount
				2.534	2.534	2.145	2.013 2.019 2.362		Realized Gain / Loss YTM
						45	M3 119 62		
				2.534	2.534				MLA



## Williamson County Investment Transactions

From 04/01/2019 to 06/30/2019

y Security Description Coupon Mty Date Call Date Par Value	ity Security Description Coupon Mty Date Call Date	ity Security Description Coupon Mity Date Call Date Par Value	ity Security Description Coupon Mity Date Call Date Par Value Price	ity Security Description Coupon Mity Date Call Date Par Value Price Amount	ity Security Description Coupon Mty Date Call Date Par Value Price Amount Received
Coupon Mty Date Call Date Par Value	Coupon Mty Date Call Date Par Value	Coupon Mty Date Call Date Par Value Price	Coupon Mty Date Call Date Par Value Price Amount	Coupon Mty Date Call Date Par Value Price Amount Received	Coupon Mty Date Call Date Par Value Price Amount Received Total Amount
Mty Date Call Date Par Value	Mty Date Call Date Par Value	Mty Date Call Date Par Value Price	Mty Date Call Date Par Value Price Amount	Mty Date Call Date Par Value Price Amount Received	Mty Date Call Date Par Value Price Amount Received Total Amount
Mty Date Call Date Par Value	Mty Date Call Date Par Value	Mty Date Call Date Par Value Price	Mty Date Call Date Par Value Price Amount	Mty Date Call Date Par Value Price Amount Received	Mty Date Call Date Par Value Price Amount Received Total Amount
Par Value	Par Value	Par Value Price	Principal Int F Par Value Price Amount	Par Value Price Amount Received	Principal Int Purchased / Par Value Price Amount Received Total Amount
		Price	Price Principal Int F	Price Amount Received	Principal Int Purchased / Price Amount Received Total Amount
	Price	_	Principal Int F	Principal Int Purchased / Amount Received	Principal Int Purchased / Amount Received Total Amount

Total for All Portfolios

Total Income Payments Total Capitalized Interest	Total Purchases	Total Maturities	Total Calls	Transaction Type
0.00 88,767.46	52,000,000.00	100,675,000.00	10,000,000.00	Quantity
1,469,529.96 88,767.46	51,999,812.50	100,675,000.00	10,065,625.00	Total Amount
				Realized G/L
	2.552	2.332	2.625	MIA
i	2.552			WTY



# Williamson County Amortization and Accretion From 03/31/2019 to 06/30/2019

3,583,788.63	16,211.37	40,161.46	13,047.29	3,543,627.17		3,600,000.00				rvation Fund	Total for Conservation Fund
1,497,735.87 1,096,005.56 990,047.20	2,264.13 3,994.44 9,952.80	21,300.87 11,274,33 7,586.26	5,993.31 3,949,98 3,104.00	1,476,435.00 1,084,731.23 982,460.94	98.429 98.612 98.246	1,500,000.00 1,100,000.00 1,000,000.00		FHLB 0.875 08/05/19 FHLMC 1.250 10/02/19 U.S. Treasury 1.500 04/15/20	AGCY BULET AGCY BULET TREAS NOTE	08/09/18 10/12/18 11/20/18	3130A8Y72 3137EADM8 912828X21
101,709,014,44	304,495.70	267,023.36	137,249,07	101,441,991.08		102,013,510.14				Road Bond	Total for 2013 Road Bond Conservation Fund
9,834,022.50 0.00 15,000,000.00	165,977.50 0.00 0.00	79,725.62 0.00 0.00	34,574,10 0.00 0.00	9,754,296.88 0.00 15,000,000.00	97.543 100.000 100.000	10,000,000.00 0.00 15,000,000.00	06/28/19	FHLB 2.625 (9)/28/20 Independent Bk CD 2.420 (9)/28/20	AGCY CALL CD	03/28/19	3130AG2X2 CD-7997
2,013,510.14 9,925,398.30 7,003,221.89	0.00 74,601.70 (3,221.89)	26,098.30 (879.67)	17,794.30 (684.18)	2,013,510.14 9,899,300.00 7,004,101.56	98.993	7,000,000.00	07/13/19	FHLMC 1.850 07/13/20 U.S. Treasury 2.625 07/31/20	AGCY CALL TREAS NOTE	02/19/19 03/06/19 12/04/18	3134GBXV9 912828Y46 912828L32
9,971,609.00 4,994,341.65 4,979,347.90	28,391.00 5,658.35 20,652.10	42,909.00 10,841.65 23,447.90	7,392.05 8,352.50	4,983,500.00 4,955,900.00	99.670 99.118	5,000,000.00	08/10/19	FNMA 2.000 02/10/20 FHLB 2.125 02/11/20 Independent Bk CD 2.680 06/18/20	AGCY STEP AGCY BULET CD	02/19/19 10/18/18 03/18/19	3136G3D69 3130ADN32 CD-5860
5,500,780.78 9,969,790.70 10,030,657.60 7,498,346.48	(780.78) 30,209.30 (30,657.60) 1,653.52	(4,664.22) 84,290.70 (67,779.90) 3,671.48	(975.98) 24,648.90 (20,401.50) 782.70	5,505,445.00 9,885,500.00 10,098,437.50 7,494,675.00	100.099 98.855 100.984 99.929	5,500,000.00 10,000,000.00 10,000,000.00 7,500,000.00	07.64.00	FHLB 2.375 09/13/19 FHLB 1.500 10/21/19 U.S. Treasury 3.375 11/15/19 FHLB 2.320 01/09/20 FHLB 2.090 01/23/20	AGCY BULET TREAS NOTE AGCY BULET AGCY BULET	04/11/18 08/21/18 08/30/18 04/11/18 08/21/18	3130ACM92 3130ACM92 912828LY4 3130ADXU1 3130ADG22
0.00 0.00 4,987,987.50	0.00 0.00 12,012.50	0.00 0.00 69,362.50	2,792.65 17,999.28 35,262.50	0.00 0.00 4,918,625.00	99.427 98.373	0.00 0.00 5,000,000.00		FHLB 1.500 06/28/19 ING Funding 0.000 08/01/19	AGCY CALL CP-DISC	12/18/17	3013 Road Bond 3130ABKQ8 12/18/1 4497WIV11 01/03/1
0.00	0.00	0.00	2,792.65	0.00	99.453	0.00		U.S. Treasury 1.625 04/30/19	TREAS NOTE	07/18/18	2013 Park Bond 912828D23
Book Value	Remaining Disc / Prem	Total Amrt/Accr Since Purch	Amrt/Accr for Period	Original Cost	Orig Price	Purchase Qty	Next Call Date	Security Description	Settle Date Security Type	Settle Date	CUSIP

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# Williamson County Amortization and Accretion From 03/31/2019 to 06/30/2019

1,800,000.00	0.00	0.00	0.00	1,800,000.00		1,800,000.00			al Liability	e Environmenta	lotal for Future Environmental Liability
1,800,000.00	0.00	0,00	0.00	1,800,000.00	100.000	1,800,000.00	11/13/19	FHLB 3.000 11/13/20	AGCY CALL	11/20/18	3130AFAB3
9,991,972.50	8,027.50	53,300.62	24,300,20	9,500,01 1,00						Future Environmental Liability	Future Environ
9,991,972.50	8,027.50	53,300.62	24,350.20	9,938,671.88	99.387	10,000,000.00		U.S. Treasury 1.625 07/31/19	TREAS NOTE	12/13/18 Service Fund	912828WW6 12/13/18  Total for Debt Service Fund
503,464.28	0.00	0.00	0.00	503,464.28		503,464.28			rchive	Debt Service Fund	Debt Service Fund
503,464.28	0.00	0.00	0.00	503,464.28	100.000	503,464.28		R Bank CD 2.710 03/27/20	8	03/27/19	CD-3669
503,464.28	0.00	0.00	0.00	503,464,28		503,464,28			lotal for Cty Clerk Record light & Preservation  Cty Clerk Records Archive	ids Authive	Cty Clark Records Archive
503,464.28	0.00	0.00	0.00	503,464,28	100.000	503,464.28		R Bank CD 2.710 03/27/20	S	03/27/19	CD-3669
									servation	by Clark Record Mgmt & Preservation	Cty Clerk Rec
Book Value	Remaining Disc / Prem	Total Amrt/Accr Since Purch	Amrt/Accr for Period	Original Cost	Orig Price	Purchase Qty	Next Call Date	Security Description	Settle Date Security Type	Settle Date	CUSIP

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## **Amortization and Accretion**

From 03/31/2019 to 06/30/2019

HilltopSecurities

Asset Management.

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
General Fund - Core Investments	Core investme	ats.									
3133EGZK4	10/31/16	AGCY CALL	FFCB 1.070 04/24/19		0.00	99 841	000	30000	3		
313379EE5	02/15/18	AGCY BULET	FHLB 1.625 06/14/19		000	00 252	0.00	100.00	0.00	0.00	0.00
3130A8Y72	05/16/18	AGCY BULET	FHLB 0.875 08/05/19		E 675 000 00	00,000	0.00	4,966.00	0.00	0.00	0.00
3133XUMS9	10/02/18	AGCY BULET	FHLB 4.500 09/13/19		5,675,000,00	260.96	5,566,721.00	22,387.02	99,821.66	8,457.34	5,666,542.66
912828U32	07/16/18	TREAS NOTE	U.S. Treasury 1,000 11/15/10		0,000,000	101./16	5,594,380.00	(25,076.81)	(74,318.58)	(20,061.42)	5,520,061.42
3133EJRD3	06/12/18	AGCY BULET	EFCB 2390 12/05/19		2,000,000.00	98.023	1,960,468.75	7,429.50	28,367.43	11,163.82	1,988,836.18
CD-5440	02/21/19	8	Independent Bk CD 2.700 02/21/20		5,300,000,00	99.840	5,491,200.00	1,488.30	6,230.84	2,569.16	5,497,430.84
880591EV0	05/11/18	AGCY BULET	TVA 2.250 03/15/20		5,002,917.01	00.000	5,052,917.81	0.00	0.00	0.00	5,032,917.81
3137EAEM7	10/05/18	AGCY BULET	FHLMC 2.500 04/23/20		7,000,000,00	00.411	4,970,550.00	3,995,90	18,069.65	11,380.35	4,988,619.65
3133EJQ51	11/05/18	AGCY BULET	FFCB 2.760 05/05/20		7,000,000,00	99.400	6,964,020.00	5,777.66	17,005.73	18,974.27	6,981,025.73
CD-4179	03/27/19	CD	Extraco Bks CD 2.750 06/27/20		5 035 440 95	99.900	5,993,000.00	1,160.46	3,026.52	3,973.48	6,996,026.52
313370US5	10/31/18	AGCY BULET	FHLB 2.875 09/11/20		6,000,410,50	00.000	5,035,410.95	0.00	0.00	0.00	5,035,410.95
CD-4278	04/24/19	G	Extraco Bks CD 2.760 10/24/20		00.000,000	99.939	4,996,950.00	392.05	1,142.45	1,907.55	4,998,092,45
3135G0T86	11/09/17	AGCY CALL	ENMA 1950 11/09/20	2000	7,000,000,00	100.000	7,000,000.00	0.00	0.00	0.00	7,000,000.00
CD-7739	06/14/19	CD	Independent Rk CD 2 sep De MARY	RIJEN/ON	5,000,000.00	99.930	4,996,500.00	291.85	1,893.55	1,606.45	4,998,393.55
			11/21 DE CO 5:000 00/14/21		5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
Total for General Fund - Core Investments	l Fund - Core l	nvestments			69,743,328.76		69,602,118.51	23,101.73	101,239.25	39,971.00	69,703,357.76
										and an and	A L'INDIAN IAN

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# Williamson County Amortization and Accretion From 03/31/2019 to 06/30/2019

CUSIP   Settle Date   Security Type   Security Description   Next Call Date   Purchase Qty   Price   Original Cost	1	1,037,599.32	686,630.69	100,611,814,49		102,000,000.00			Investments	Total for General Fund - Liquid Investments	Total for Gene
Settle Date         Security Type         Security Description         Next Cell Date         Purchase Qty         Orig Price           7         12/1/18         CP - DISC         Toyola Mir Cr. 0.000 04/09/19         0.00         99.084           15         12/21/18         CP - DISC         Toyola Mir Cr. 0.000 05/09/19         0.00         99.084           12/21/18         CP - DISC         Toyola Mir Cr. 0.000 05/09/19         0.00         99.941           12/21/18         CP - DISC         Toyola Mir Cr. 0.000 05/09/19         0.00         99.941           12/21/18         CP - DISC         HAP Paribas NY 0.000 05/20/19         0.00         98.927           12/21/18         CP - DISC         JP Morgan Sec 0.000 06/19/19         0.00         98.41           12/21/18         CP - DISC         JP Morgan Sec 0.000 07/19/19         0.00         98.427           12/21/18         CP - DISC         JP Morgan Sec 0.000 07/30/19         0.00         98.427           11/14/18         CP - DISC         JP Morgan Sec 0.000 07/30/19         0.000,000,00         98.448           10/20/18         CP - DISC         JP Morgan Sec 0.000 08/09/19         0.000,000,00         98.477           10/20/18         CP - DISC         JP Morgan Sec 0.000 08/09/19         0.000,000,00	16,182.50 55,317.50	82.50	46,1	6,878,707.50	98.267	7,000,000.00	08/19	J.P.Morgan Sec 0.000 11/	CT - DIOC	00/14/10	0010400
Settle Date   Security Type   Security Description   Next Call Date   Purchase City   Price	324,31 845,95	324,31		6,998,705.00	99,981	7,000,000.00		17 L 2,700 17/09/19	CB DISC	03/44/40	SSACUDES
Settle Date   Security Type   Security Description   Next Cell Date   Purchase Qty   Price	39,132.30 74,322.27	9,132.30	ట్ల	9,880,078.13	98.801	10,000,000.00	\$19	CECH CECH LUM 10/10	ACCVENIET	11/05/19	3133F-IO69
Settle Date   Security Type   Security Description   Next Call Date   Purchase Qty   Price	66,227.80 99,705.59	6,227.80	6	9,826,061.11	98.261	10,000,000.00	30 10/11/19	Nesue rillance inti Ltd 0.00	TREAS NOTE	01/09/19	912828T59
Settle Date   Security Type   Security Description   Next Call Date   Purchase City   Price	29,540.70 92,086.38	9,540.70	hi	6,883,242.19	98.332	7,000,000.00	919	North Element Letter 000	CP DISC	02/14/19	64105SXB9
Settle Date   Security Type   Security Description   Next Call Date   Purchase Qty   Price	68,250.00 112,500.00	68,250.00		9,835,000.00	98,350	10,000,000.00	0000	II S Transpire 0.075 0.045	TREAS NOTE	09/21/18	9128282G4
Settle Date   Security Type   Security Description   Next Call Date   Purchase Qty   Price	0.00	0.00		10,000,000.00	100.000	10,000,000.00	NO MO	BND Darihas NV 0 000 00	CP - DISC	02/01/19	09659CW95
Settle Date   Security Type   Security Description   Next Call Date   Purchase Qty   Price	52,021.69 110,331.69	52,021.69	-	6,857,655.00	97.966	7,000,000.00	•	State of CA 7 ASA ASAMA	CP-INT	05/30/19	13068BED5
Settle Date   Security Type   Security Description   Next Call Date   Purchase Qty   Price	53,083.31 133,583.33	53,083.31		6,843,666.67	97.767	7,000,000.00	0313	Nathrie U UUU Usaan 100 000	CP-DISC	12/20/18	63873KVS3
Settle Date   Security Type   Security Description   Next Call Date   Purchase Qty   Price	67,238.90 110,833.31	67,238.90		9,867,738.89	98.677	10,000,000.00	2000	I P Morran Sec 0.000 0730	CP-DISC	11/14/18	46640QV99
Settle Date   Security Type   Security Description   Next Call Date   Purchase Qty   Price	71,283.30 139,433.30	71,283.30		9,849,600.00	98,496	10,000,000,00	713713 713713	Tours talkes of 0.000 or	CP-DISC	02/01/19	89233HUW2
Settle Date   Security Type   Security Description   Next Call Date   Purchase Qty   Price	51,490.81 108,640.00	51,490.81		6,891,360.00	98.448	7,000,000.00	MEMO	RND Parihae NV 0.000 07	CP - DISC	01/04/19	09659CUF3
Settle Date   Security Type   Security Description   Next Call Date   Purchase Qty   Price	45,161.69 0.00	45,161.69		0.00	98.522	0.00	1910	Mativis 0.000 07/01/19	CP - DISC	12/21/18	63873KU13
Settle Date   Security Type   Security Description   Next Call Date   Purchase Qty   Price	34,545.00 0.00	34,545.00		0.00	98./15	0.00	/10/10	J.P. Morrian Sec 0.000 06	CP - DISC	12/20/18	46640QTK7
Settle Date   Security Type   Security Description   Next Call Date   Purchase Qty   Price	26,487.23 0.00	26,487.23		0.00	98.834	0.00	NEW 13	Nativis 0.000 080349	CP - DISC	12/21/18	63873KT31
Settle Date         Security Type         Security Description         Next Call Date         Purchase Qty         Original Price           Ind Liquid Investments         12/11/18         CP - DISC         Toyola Mir Cr 0.000 04/09/19         0.00         99.084           10/31/16         AGCY CALL         FFCB 1.070 04/24/19         0.00         99.084           10/20/18         CP - DISC         Toyola Mir Cr 0.000 05/05/05/19         0.00         99.084	20,000.54 0.00	20,000.54		0.00	98.92/	0.00	270	BND Darkbas NV 0 000 0s	CP - DISC	12/20/18	09659CSL3
Settle Date Security Type Security Description Next Call Date Purchase City Price  Ind Liquid Investments  12/11/18 CP - DISC Toyota Mtr Cr 0.000 04/09/19  10/31/16 AGCY CALL FERR 1 070 04/22/19  10/31/16 AGCY CALL FERR 1 070 04/22/19	0.00 0.00	0.00		0.00	99.841	0.00	8/40	Toyota Mtr.Cr. 0.000 05/05	CP - DISC	12/20/18	89233HS88
Settle Date Security Type Security Description Next Call Date Purchase Qty Price	11,351.69 0.00	11,351.69		0.00	99.058	0.00	œ.	FECR 1.070 04/22/	AGCY CALL	10/31/16	3133EGZK4
Settle Date Security Type Security Description Next Call Date Purchase City Price	4,308.92 0.00	4,308.92		0.00	99.084	00,0	2 2	MI IEO Dank 0 000 0 000	CP - DISC	12/21/18	62479MRN5
curity Type Security Description Next Call Date Purchase City Price								Toyota Mir Cr. 0 000 0400	CP - DISC	12/11/18	89233HR97
силіty Type Security Description Next Call Date Purchase Qty Ргісе									Hents	· Liquid Investo	Seneral Fund
Settle Date Security Type Security Description Next Call Date Purchase Qty Price			1								
Settle Date Security Type Security Description Next Call Date Purchase Qty Price											
	for Period Since Purch	for Period	l	Original Cost	Price	Purchase Qty	Next Call Date	Security Description	Security Type	Settle Date	COSIT
			- 1		Orio						2

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# Williamson County Amortization and Accretion From 03/31/2019 to 06/30/2019



CUSIP

Security Type

Security Description

Pay Date

Interest

Principal

**Total Amount** 

### Williamson County

## **Projected Cash Flows**

Cash Flows for next 180 days from 06/30/2019

2013 Road Bond						
3130ADXU1	AGCY BULET	FHLB 2.320 01/09/20	07/09/19	00 000 78	8	
3134GBXV9	AGCY CALL	FHLMC 1.850 07/13/20	07/13/19	92 500 00	0.00	92,500.00
3130ADG22	AGCY CALL	FHLB 2.090 01/23/20	07/23/19	104.500.00	0.00	104 500 00
912828746	TREAS NOTE	U.S. Treasury 2.625 07/31/20	07/31/19	91.875.00	0.00	91 875 00
4497W1V11	CP - DISC	ING Funding 0.000 08/01/19	08/01/19	0.00	5,000,000,00	5 000 000 00
3136G3D69	AGCY STEP	FNMA 2.000 02/10/20	08/10/19	50,000.00	0.00	50.000.00
3130ADN32	AGCY BULET	FHLB 2.125 02/11/20	08/11/19	53.125.00	0.00	53 125 00
912828L32	TREAS NOTE	U.S. Treasury 1.375 08/31/20	08/31/19	68.750.00	0.00	68 750 00
3130A02T6	AGCY BULET	FHLB 2.375 09/13/19	09/13/19	65.312.50	5 500 000 00	5 565 310 50
CD-5860	8	Independent Bk CD 2.680 06/18/20	09/18/19	13,490.51	0.00	13 490 51
CD-/99/	CD	Independent Bk CD 2.420 09/28/20	09/28/19	90,750.00	0.00	90.750.00
3130ACM92	AGCY BULET	FHLB 1.500 10/21/19	10/21/19	75,000.00	10,000,000,00	10.075.000.00
912828LY4	TREAS NOTE	U.S. Treasury 3.375 11/15/19	11/15/19	168,750,00		10.168.750.00
CD-0860	5	Independent Bk CD 2.680 06/18/20	12/18/19	13,490.51		13,490.51
Total for 2013 Road Bond	nd			974,543.52	30,500,000.00	31,474,543.52
Conservation Fund						
3130A8Y72 3137EADM8 912828X21	AGCY BULET AGCY BULET TREAS NOTE	FHLB 0.875 08/05/19 FHLMC 1.250 10/02/19 U.S. Treasury 1.500 04/15/20	08/05/19 10/02/19 10/15/19	6,562.50 6,875.00 7,500.00	1,500,000.00 1,100,000.00	1,506,562.50 1,106,875.00
Total for Conservation Fund	Fund			20,937.50	2,600,000.00	2,620,937,50
Cty Clerk Record Hight & Preservation	& Preservation					
CD-3669 CD-3669	CD CD	R Bank CD 2,710 03/27/20 R Bank CD 2,710 03/27/20	09/27/19 12/27/19	3,410.97 3,410.97	0.00	3,410.97 3,410.97
Total for Cty Clerk Reco	Total for Cty Clerk Record Mgmt & Preservation			6,821.94	0.00	6,821.94



## **Projected Cash Flows**

Cash Flows for next 180 days from 06/30/2019

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Cty Clark Records Archive	chive					
CD-3669 CD-3669	CD CD CD	R Bank CD 2.710 03/27/20 R Bank CD 2.710 03/27/20	09/27/19 12/27/19	3,410.97 3,410.97	0.00	3,410.97
Total for Cty Clerk Records Archive	ecords Archive			o,+10,57	0.00	3,410.97
Debt Service Fund				6,821.94	0.00	6,821.94
912828WW6	TREAS NOTE	U.S. Treasury 1.625 07/31/19	07/31/19	81,250.00	10,000,000.00	10.081.250.00
Total for Debt Service Fund Future Environmental Liability	e Fund Liability			81,250.00	10,000,000.00	10,081,250.00
3130AFAB3	AGCY CALL	FHLB 3.000 11/13/20	11/13/19	27,000.00	0.00	27 000 00
Total for Future Environmental Liability	onmental Llability			27,000.00	0.00	27 000 00
					9	27,900,00

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CUSIP

Security Type

Security Description

Pay Date

Interest

Principal

**Total Amount** 

### Williamson County

## **Projected Cash Flows**

Cash Flows for next 180 days from 06/30/2019

AL MONTH DEC MONTH THE	CD_DISC		IREAS NOTE U.S. Treasury 1.000 10/15/19	TOTAL TRANSPORT INDING HIM EN COVO 10/11/13		12. 17 CAS NOTE U.S. 17 Casury 0.8/5 09/15/19	TDEAC NOTE	19/19	Side of CA 2.450 U0/28/19	Chitago And Company	03073RVS3	ST STORY OF STREET SEC COOL OR OF STREET SEC		89233HUWZ CP - DISC Toyota Mtr Cr 0.000 07/30/19 07/50/1	DIV Paribas NY 0.000 0/15/19	Natixis 0.000 07/01/19	eneral Fund - Liquid investments	Total for General Fund - Core Investments	THE PARTY OF THE P		CD Independent Bk CD 2.560 06/14/21	AGE 1 PHCB 2.390 12/05/19	D3 ACOV DITET FINANCIAL CONTROL OF THE CONTROL OF T	CD Indoormal of D. D. 1700 Control	E IIS Traceing 1 000 11/15/10	FNMA 1.950 11/09/20		10/24/20	M7 AGCYBULET FHLMC 2.500 04/23/20	CD Extraco Bks CD 2,750 06/27/20	VV AGCY BULET TVA 2.250 03/15/20	mdependent Bk CD 2,560 06/14/21	רוובס אימער פיוואן איינער פיוואן אימער פיוואן אימער פיוואן אימער פיוואן אימער פיוואן אימער פיוואן אימער פיוואן אינער פיווא	AGCY BILLET CELL D. A FOOD ON A PARTY OF THE		Independent Bk CD 2 700 02/21/20	3130A8Y72 AGCY BULET FHLB 0.875 08/05/19	CD Extraco Bks CD 2.760 10/24/20	eneral Fund - Core investments	
0.000 11/08/19	0000	05/19	000 10/15/19	מ בנמ סיממת ומנוונום	H 144 0 000 404446	8/5 09/15/19	21000 00000710	0.000 09/09/19	U U8/28/19	000000	1/26/19	61/60/90 0000	0.000 0.00000	000 07/30/19	0.000 0/15/19	7/01/19			ELLON POLETICA	2 750 06/27/20	CD 2.560 06/14/21	/05/19	CD 2.780 02/21/20	200 0200 0200 0200 0200 0200 0200 0200	DOD 11/15/10	/09/20	/05/20	2.760 10/24/20	04/23/20	2,750 06/27/20	15/20	CD 2.560 06/14/21	13/19	71120	V11/20	CD 2700 02/21/20	/05/19	2.760 10/24/20		
11/08/19	61/60/11	440000	10/15/19	10/11/19	4014	09/15/19	61/60/60	000000	08/28/19	00/20/10	08/26/19	08/09/19		07/30/19	07/15/19	07/01/19			6111771	420740	12/14/19	12/05/19	11/21/19	11/15/19	11/09/19	14/09/49	11/05/10	10/24/19	10/23/19	09/27/19	09/15/19	09/14/19	09/13/19	61/11/60	61/17/90	00/03/19	08/05/10	07/24/19		
0.00	94,500.00	00,000,00	50 000 00	0.00	00,020.00	30 625 00	0.00		60.657.53	0.00	200	0.00	0.00	000	0.00	0.00		883,059.40	34,618.45	02,000.00	32 000 00	65,725.00	33,972.19	10,000.00	48,/50.00	96,00,00	96,500,00	80 200 00	87 500 00	34 618 45	56 250 00	32,000,00	123,750.00	71,875.00	33,9/2.19	24,020.12	70,000.00	48 300 00		
7,000,000.00	7,000,000.00	10,000,000.00	10 000 000 00	10,000,000.00	,,000,000.00	7 000 000 00	10,000,000.00	10,000,000.00	10 000 000 00	7,000,000,00	7 000 000 00	7.000.000.00	10,000,000,00	40 000 000 00	10,000,000,00	7,000,000.00		18,675,000.00	0.00	0.00	0.00	5.500.000.00	0.00	2,000,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,500,000.00	0.00	0.00	5,675,000.00	0.00	0 00		
7,000,000.00	7,094,500.00	00.000,000,01	10.050	10.000.000.00	7,000,020,00	7 000	10,000,000.00	10,000,007.00	10.060	7,000,000.00	1,000	7 000 000 00	00.000,000.00	10,000	10 000 000 00	7,000,000.00	,	19,558,059,40	34,618.45	32,000.00	200,	5 565 725 00	33,972.19	2,010,000.00	48,750.00	96,600.00	48,300.00	67,500.00	34,010.45	34 649 45	ָה ק ק	32 000 00	5,623,750.00	71,875.00	33,972.19	5,699,828.12	40,300.00			

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CUSIP

Security Type

### Williamson County

## **Projected Cash Flows**

Cash Flows for next 180 days from 06/30/2019

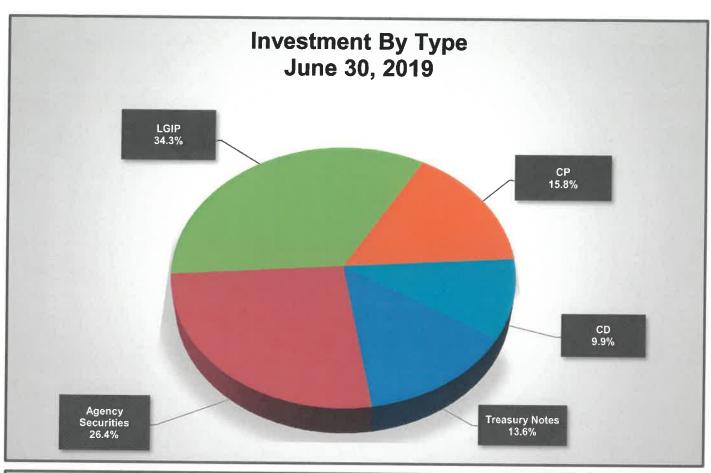
CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Passthrough Toll Reimb						
3134GBXV9	AGCY CALL	FHLMC 1.850 07/13/20	07/13/19	50.875.00	0 00	50 975 00
3133EJLU1	AGCY BULET	FFCB 2.420 01/24/20	07/24/19	66,550.00	0.00	50,875.00 66,550.00
CD-6938	CD SUCE I	FFCB 1.530 01/28/21	07/28/19	42,075.00	0.00	42,075.00
CD-7084	8 8	Independent Bk CD 2700 11/15/21	08/10/19	39,750.00	0.00	39,750.00
912828TV2	TREAS NOTE	U.S. Treasury 1.250 10/31/19	10/31/19	53,750.00	0.00	40,500.00 8 653 750 00
CD-7084	8	Independent Bk CD   2,850   05/10/21	11/10/19	39,750.00	0.00	39,750.00
1			1010	40,500.00	0.00	40,500.00
Road and Bridge General	ST NOTES			373,750.00	8,600,000.00	8,973,750.00
912828UL2 3137EAEH8	TREAS NOTE	U.S. Treasury 1.375 01/31/20 FHI MC 1 375 00/45/40	07/31/19	20,625.00	0.00	20,625.00
742651DU3 912828U32	AGCY BULET TREAS NOTE	PEFCO 2.250 03/15/20 U.S. Treasury 1.000 11/15/19	08/15/19 09/15/19 11/15/19	41,250.00 33,750.00 15.000.00	6,000,000.00 0.00 3,000,000,00	6,041,250.00 33,750.00 3,015,000.00
Total for Road and Bridge General	ge General			110,625.00	9,000,000,00	9.110.625.00
Tobacco Funds						
313380FB8 3132X0BG5	AGCY BULET AGCY BULET	FHLB 1.375 09/13/19 Farmer Mac 1.750 06/15/20	09/13/19 12/15/19	13,750.00 11,375.00	2,000,000.00 0.00	2,013,750.00 11,375.00
Total for Tobacco Funds				25,125.00	2,000,000.00	2,025,125.00

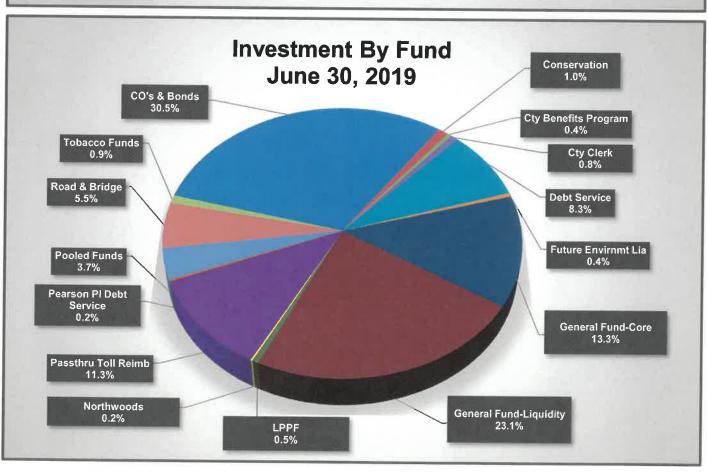


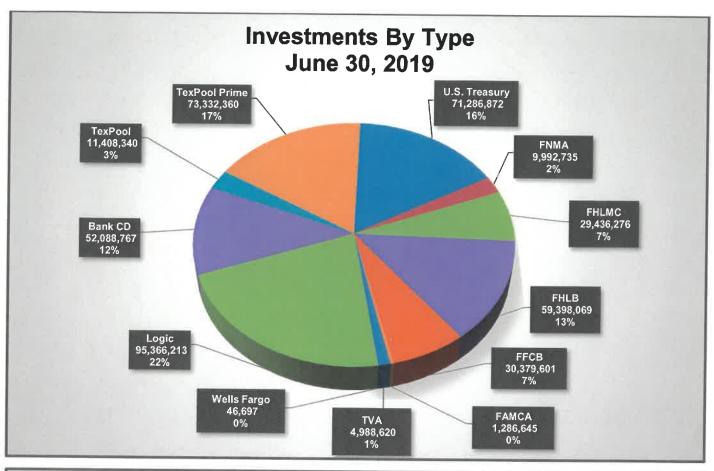
## **Projected Cash Flows**

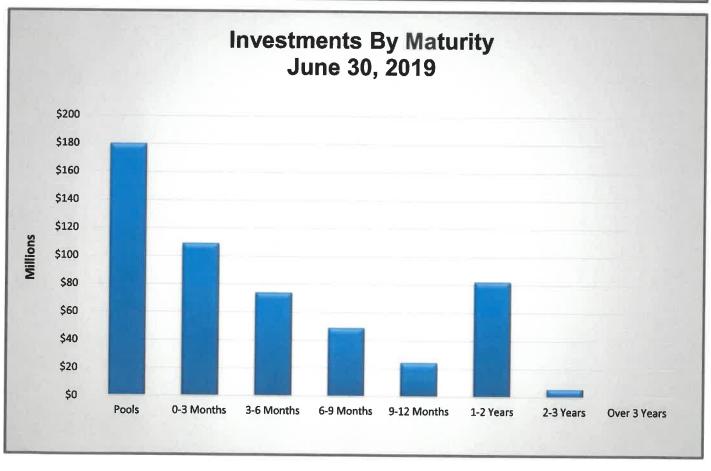
Cash Flows for next 180 days from 06/30/2019

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
			Total for All Portfolios			
			y 2019 ylul	685,550.00	37,000,000.00	37.685.550.00
			August 2019	419,395.34	42,175,000.00	42,594,395,34
			September 2019	572,993.40	30,000,000.00	30.572.993.40
			October 2019	328,925.00	39,700,000.00	40,028,925,00
			November 2019	574,822.19	29,000,000.00	29,574,822,19
			December 2019	164,030.90	5,500,000.00	5,664,030.90
		Total Desirated Cash Elements with	Ellin & Milli			









**Meeting Date:** 10/01/2019 Justice of the Peace Pct. 2

Submitted By: Melissa East, J.P. Pct. #2

**Department:** J.P. Pct. #2 **Agenda Category:** Consent

### Information

### Agenda Item

Discuss and take appropriate action on accepting a donation to Williamson County Justice Court Precinct 2 Mentor Program from Hill Country Bible Church Austin in the amount of \$1,000.00.

### **Background**

Hill Country Bible Church Austin has donated \$1,000.00 to the Williamson County Justice Court Precinct 2 Mentor Program for the annual Mentoring Banquet.

### **Fiscal Impact**

From/To	Acct No.	Description	Amount

### **Attachments**

No file(s) attached.

### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 09/23/2019 10:27 AM

Form Started By: Melissa East Started On: 09/23/2019 08:46 AM Final Approval Date: 09/23/2019

**Meeting Date:** 10/01/2019 Texas A&M Affiliation Agreement

Submitted By: Michael Knipstein, EMS

**Department:** EMS **Agenda Category:** Consent

### Information

### Agenda Item

Discuss, consider and take appropriate action on approving an affiliation agreement with Texas A&M University Health Science Center.

### **Background**

This is a request to approve an agreement with Texas A&M to allow medical students the opportunity and means to receive supervised experience in a professional setting under direct supervision of WilCo EMS qualified personnel during an EMS ride out. The agreement has been reviewed by WilCo legal.

### **Fiscal Impact**

From/To	Acct No.	Description	Amount

### **Attachments**

### **TAMU Agreement**

### Form Review

Inbox Reviewed By Date

Hal Hawes 09/19/2019 09:06 AM County Judge Exec Asst. Andrea Schiele 09/19/2019 09:49 AM

Form Started By: Michael Knipstein Started On: 09/19/2019 07:40 AM Final Approval Date: 09/19/2019

### MEDICAL STUDENT EDUCATION AFFILIATION AGREEMENT FOR EMERGENCY MEDICAL PRECEPTOR PROGRAM BETWEEN WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES AND TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER ON BEHALF OF THE COLLEGE OF MEDICINE

This Education Affiliation Agreement (hereinafter referred to as "Agreement") is between Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and the Texas A&M University Health Science Center (hereinafter referred to as "TAMHSC"), a health related institution under the administration of Texas A&M University (hereinafter referred to as "TAMU"), a member of the Texas A&M University System, and agency of the state of Texas, on behalf of the College of Medicine (hereinafter referred to as "COM"). COM and COUNTY are sometimes referred to herein individually as "Party" and collectively as "Parties."

### RECITALS:

COM provides courses of study in emergency medicine to students enrolled in its medical doctor program of study.

COM desires program components that will provide to the students clinical experience as part of their educational instruction.

This Agreement is intended and shall be interpreted to meet COM's accreditation standards related to affiliation agreements with clinical affiliates which require at a minimum:

- COUNTY will provide medical student, and faculty if applicable, access to appropriate resources for medical student education;
- COM is ultimately responsible for the medical education program, academic affairs, and the assessment
  of medical students;
- COM is primarily responsible for the appointment and assignment of faculty members with responsibility for medical student teaching;
- Specification of the responsibility for treatment and follow-up when a medical student is exposed to an infectious or environmental hazard or other occupational injury;
- The shared responsibility of COM and COUNTY for creating and maintaining an appropriate learning environment; and
- Confirmation that COM's department heads (or clerkship directors) have authority to ensure faculty and medical student access to appropriate resources for medical student education when those department heads are not also the clinical service chiefs at affiliated institutions.

COUNTY, through its Emergency Medical Services Department, has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to COM for its medical doctor program of study.

COUNTY and COM desire to enter into this Educational Affiliation Agreement in accordance with the terms stated below:

### TERMS:

### RESPONSIBILITIES OF COM

COM shall be responsible for the selection of students and their supervised instruction and grading.

students shall have satisfactorily completed curriculum prerequisites for participation in the internships or rotations. COM will plan and determine the adequacy of the educational experience of the students intheoretical background, basic skill, professional ethics, attitude and behavior and shall assign to COUNTY only those students who have satisfactorily completed the prerequisite didactic portion of the COM's curriculum.

- The COM will retain ultimate responsibility for the education and assessment of its students. The COM's
  representative for this Agreement shall be a faculty member appointed and assigned by the COM, who
  will be responsible for medical student teaching and assessment provided pursuant to this Agreement.
- COM instructors shall possess current and appropriate professional credentials or certifications and COM shall be responsible for the coordination and implementation of the program of study.
- 4. Services rendered by COM instructors and students shall be without charge to COUNTY. COM instructors and students shall not be responsible for the quality of patient or client care.
- Neither COM instructors nor students shall be deemed to be COUNTY employees, nor shall they be entitled to any COUNTY benefits, compensation or workers compensation benefits.
- COM shall annually provide COUNTY with anticipated enrollments for courses intending to provide clinical internships or experience through this Agreement. The number of students and the schedule of use of COUNTY's facilities shall be subject to mutual approval on a semester basis.
- 7. COM shall provide COUNTY with a list of students authorized to participate in the clinical instruction facilitated under this Agreement. COM shall promptly inform COUNTY in writing of any student withdrawing from the course or otherwise unqualified to continue the internship or clinical experience made available under this Agreement
- 8. COM shall inform all instructors and students of the requirement to abide by all applicable policies, regulations and laws governing the facility or its work environment. COM shall withdraw authorization for participation under this Agreement for any instructor or student found to have committed a violation of applicable policies, regulations or laws, or determined by COUNTY to be unqualified to continue in the program.
- 9. During the term of this Agreement, COM shall maintain a professional liability insurance policy with a limit of liability of not less than \$1,000,000 per claim and \$3,000,000 annual aggregate that covers the activities of COM'S students under this Agreement. COM shall provide COUNTY with proof of such insurance coverage each year, and at other times upon request.

COUNTY acknowledges that, because TAMU is an agency of the state of Texas, liability for the tortious conduct of employees of COM or for injuries caused by conditions or use of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies Code*), Chapters 101 and 104; and that Workers' Compensation Insurance coverage for employees of COM is provided by COM as mandated by the provisions of Chapter 502, *Texas Labor Code*. COM shall have the right, at its option, to (a) obtain liability insurance protecting COM and its employees and property insurance protecting COM's buildings and contents, to the extent authorized by Section 51.966, *Texas Education Code*, or other law, or (b) self-insure against any risk that may be incurred by COM as a result of its operations under the Agreement.

COUNTY recognizes that the students, upon payment of a pre-set fee at time of enrollment, are provided a claims-based medical liability coverage. Such policy shall provide for coverage during such times as the students are on the premises of COUNTY.

At no time shall the students be considered legal representatives, employees or agents of COM or COUNTY. The students are not entitled to receive payment for services rendered, replace or substitute for a COM or COUNTY health care provider, or possess authority to enter into any form of agreement on behalf of COM or COUNTY.

10. TAMU agrees to secure a release of liability form from each student and faculty member who will participate in the program in a form of Attachment A.

### RESPONSIBILITIES OF COUNTY

- COUNTY shall, on a space available basis, provide the use of designated facilities to provide a clinical education to participating students. COUNTY agrees to provide evaluations for student course-work done on forms provided by COM.
- 2. The COUNTY shall identify a site coordinator from among its staff who will communicate and cooperate with the COM's clerkship director to ensure faculty and medical student access to appropriate resources for the clinical training experience.
- 3. COUNTY shall provide an orientation session to inform students and COM staff about the rules, regulations, policies and procedures of the facilities.
- 4. COUNTY agrees to provide, on a space-available basis, the use of conference rooms, classrooms, lounges and lockers to the instructors and the students.
- 5. COUNTY shall notify COM of any change of any accreditation or status concerning a facility and affecting internship or course requirements for clinical experience at an COM credited facility. Representatives of COM crediting agency shall be permitted to conduct inspections for purposes relating to COM'S accreditation.
- COUNTY shall cooperate with COM in matters relating to academic performance and student conduct relating to course work performed under this Agreement.
- 7. Unless prohibited or restricted by law, COUNTY shall timely notify an instructor or student of any instance in which a facility employee has been exposed to blood-borne or airborne pathogens and the student or instructor may have been exposed in the same instance. Notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for potential exposure.
- 8. COUNTY agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the COUNTY, the COUNTY, upon notice of such incident from the student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by COUNTY's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that COUNTY does not have the resources to provide such emergency care, COUNTY will refer such student to the nearest emergency facility. The COM will define, for its medical students, who bears financial responsibility for any charges generated.
- COUNTY shall obtain and maintain all licenses required for its participating facilities and shall assure that COUNTY personnel are appropriately licensed.
- 10. In the event emergency care is required for an COM student or faculty member, it shall be provided in the same manner that emergency care is provided to COUNTY employees and the general public. Emergency care provided by COUNTY shall be at the expense of the student or faculty member.
- 11. The COUNTY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the COUNTY will provide students and faculty with access to appropriate resources for medical student education including: a) access to patients at COUNTY facilities in an appropriately supervised environment, in which the students can complete the COM's curriculum; b) student security badges or other means of secure access to patient

care areas; c) access and required training for medical students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage space for medical students' personal items when at the COUNTY; and f) access to call rooms, if necessary.

### MUTUAL RESPONSIBILITIES

- 1. The Parties agree to designate a liaison for each program to do the following:
  - A. Meet annually, or more often as needed, to schedule use of the facilities;
  - B. Meet on a per semester basis to set the number of students allowed to participate;
  - C. Design and approve curriculum assignments as they affect the operation of the facility and as affected by COM crediting standards;
  - D. Meet to review protocols, policies and rules and regulations concerning the operation of the facility
    - and its use under this Agreement;
  - E. Meet annually to evaluate changes or amendments to this Agreement or the performance of the Agreement.
- 2. COM, including its faculty, staff, medical students, and residents, and COUNTY share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The Parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. COUNTY shall require its faculty and staff who interact with students to adhere to the expectations set forth in Attachment B, and communicate student violations to the COM. COM agrees to require its students to adhere to the expectations set forth in Attachment B.
- 3. In the event any claim or demand is made on one of the Parties for actions relating or authorized by this Agreement, the other Party shall be notified of such claim or demand in writing within five (5) business (Monday- Friday) days. COUNTY shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COM, its employees, agents or students under this Agreement. COM shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COUNTY or its employees under this Agreement.
- 4. Notices shall be in writing and shall be effective when received. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

Mike Knipstein WCEMS Director PO Box 873 Georgetown, TX 7827 512-943-1264

And

Texas A&M College of Medicine Attn: Associate Dean for Finance & Administration 8441Riverside Parkway, Suite 3100 Bryan, TX 77807

With a copy to: Texas A&M University Health Science Center Attn: Associate Vice President & Chief Financial Officer 8441 Riverside Parkway, Suite 3100 Bryan, TX 77807

### **ADDITIONAL TERMS**

- Compensation benefits for this Agreement shall include \$1.75/hour per student to be paid by COM to the COUNTY. Compensation shall be paid to COUNTY within thirty (30) days upon receipt of of the COUNTY'S undisputed invoice for payment.
- 2. COM acknowledges that COUNTY is a hybrid entity under the privacy regulations of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule"). COUNTY has designated its Emergency Medical Services Department as a health care component, as defined in HIPAA, and the Department is therefore required to comply with the HIPAA Privacy Rule. To the extent that students are participating in the clinical and educational experiences and COM Faculty are providing supervision at COUNTY as part of the clinical and educational experiences, such students and Faculty members shall be considered part of COUNTY workforce for HIPAA compliance purposes in accordance with 45 CFR § 160.103, but shall not be construed to be employees of COUNTY
- 3. COM shall utilze the COUNTY'S preferred student scheduling tools.
- 4. The parties agree that COUNTY shall at all times maintain the right to terminate a student's participation in the program if COUNTY, in its sole discretion, determines that the student's continued participation would be disruptive to the program or the operations of the facility, or would pose a danger.
- 5. COM instructors and students shall maintain confidential all records and information concerning patients treated or attended to in COUNTY's facilities. Each COM instructor and student involved in medical or EMS programs shall be required to sign a confidentiality agreement regarding records and information about patients treated or attended by COUNTY employees.
- 6. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), COM hereby designates COUNTY as a school official with a legitimate educational interest in the educational records of the students who participate in the Program to the extent that access to the records are required by COUNTY to carry out the Program. COUNTY agrees to maintain the confidentiality of the education records in accordance with the provisions of FERPA.
- 7. To the extent permitted by the laws and Constitution of the State of Texas, TAMHSC agrees to indemnify and hold harmless COUNTY, their trustees, officers, employees and agents from and against any and all claims, costs, actions, causes or action, losses or expenses resulting from or caused by the actions of TAMHSC, the COM or its employees (including Students and faculty members) pertaining to the activities and obligations under this Agreement.
- 8. To the extent permitted by the laws and Constitution of the State of Texas, COUNTY agrees to indemnify and hold harmless the COM, its trustees, regents, officers, employees and agents from and against any and all claims, costs, actions, causes of action, losses or expenses resulting from or caused by the actions of COUNTY, its agents or employees pertaining to the activities and obligations under this Agreement.
- 9. The Parties acknowledge and agree that this Agreement does not require, and shall not be construed to require (directly or indirectly, explicitly or implicitly), any Party to use COUNTY facilities, or the admission or referral of any patients to COUNTY or any other facility or service related to COUNTY.
- 10. Each Party agrees not to use the name, service mark or logo of the other Party without the other Party's prior written consent. Any use of the TAMHSC's and/or COM's name, mark or logo will be in accordance

with TAMU's Standard Administrative Procedure, 09.02.99.M0.03, Licensing and Trademark Usage (available at http://rules.tamu.edu/PDFs/09.02.99.M0.03.pdf). The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the relationship created by (or the services to be provided pursuant to) this Agreement.

- 11. Audits: COUNTY understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the state of Texas Auditor's Office, or any successor agency ("Auditor"), to conduct an audit or investigation in connection with those funds. COUNTY agrees to cooperate with Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.
- 12. Dispute Resolution: The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve and claim for breach of contract made by COUNTY against COM that cannot be resolved in the ordinary course of business. COUNTY shall submit written notice of a claim of breach of contract under this Chapter to Texas A&M University Health Science Center, which shall examine such claim and any counterclaim and negotiate with COUNTY in an effort to resolve the claim.
- 13. Payment of Debt or Delinquency to the State: Pursuant to Section 2252.903, Texas Government Code, COUNTY agrees that any payments owing to COUNTY under this Agreement may be applied directly toward certain debts or delinquencies that COUNTY owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- 14. Loss of Funding: Performance by COM under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, COM will issue written notice to COUNTY and COM may terminate this Agreement without further duty or obligation hereunder. COUNTY acknowledges that appropriation of funds is beyond the control of COM.
- 15. Certification regarding Business with Certain Countries and Organizations: Pursuant to Subchapter F, Chapter 2252, Texas Government Code, COUNTY certifies COUNTY is not engaged in business with Iran, Sudan, or a foreign terrorist organization. COUNTY acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 16. Public Information Act: COUNTY acknowledges that TAMHSC and SCHOOL are obligated to strictly comply with the Texas Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement as well as any other disclosure of information required by applicable Texas law or order of a court having competent jurisdiction.
- 17. Force Majeure: Neither Party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably with the control of such Party and which by due diligence it is unable to prevent or overcome.
- 18. Assignment: This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both Parties.
- 19. Failure of either party to exercise any right or privilege granted by this Agreement shall not operate to waive such right or privilege in the event of subsequent defaults or assertions of right. Neither Party waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising under the performance of this Agreement.
- The provisions of this Agreement shall be severable in the event any provision is declared invalid, illegal or unenforceable.

- 21. Either Party <u>may terminate this Agreement without cause</u> upon ninety (90) days written notice to the other party. In addition, COUNTY shall have the right to terminate the Agreement immediately in the event the facility becomes inoperable for any reason or COUNTY no longer controls a program.
- 22. Either Party may terminate this Agreement if the other breaches the Agreement and fails to cure such breach within fifteen 15 days of receiving notice of breach. If more than fifteen 15 days are required to cure the breach, the Parties may agree to an extension of the cure period in writing.
- 23. This agreement is effective when all parties have executed it. The term of the Agreement is from August 1, 2019 through December 31, 2021 unless this Agreement is otherwise terminated pursuant to the termination provision contained in Article 22 of this Agreement. All services shall be completed during this term. This Agreement may be reviewed annually by agreement of both parties via written instrument and subject to required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of both Parties.
- 24. Nothing in this Agreement shall be construed to confer third party rights or to constitute a waiver of any governmental immunity of the parties.
- 25. This Agreement constitutes the entire agreement between the Parties and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect.
- 26. The laws of the State of Texas shall govern the validity, interpretation and enforcement of this Agreement.
- 27. The Parties will comply with applicable federal, state and local laws, ordinances and regulations in the performance of this Agreement.
- 28. The performance of this Agreement shall be undertaken in a manner that does not discriminate against any person on a basis prohibited by law, including but not limited to race, color, national origin, religion, sex, age, veteran status or disability.
- 29. Notwithstanding any other provision of this Agreement, a COUNTY department may suspend participation in this Agreement due to space needs, staff training needs, <u>budgetary issues</u> or other urgent considerations. In the event of suspension, COUNTY shall give COM written notification stating the date of suspension and the date on which participation is anticipated to resume.

Bill Gravell Williamson County Judge	Date
100	9/19/19
Mike Knipstein WÇEMS Director	Date /
Texas A&M University Health Science Center on behalf of the College of Medicine:	
Greg Hartman Interim Senior Vice President	9./0./9 Date

### ATTACHMENT A

### RELEASE OF LIABILITY

In consideration of the educational benefits extended to me by Williamson County Emergency Medical Services Department in making available its facilities for clinical course instruction as part of COM course regarding community health training, I hereby release and hold harmless Williamson County, its employees and agents from any claim, cause of action or injury that may result during my participation in a Williamson County program due to the negligence of Williamson County, its employees or agents.

Student's signature:		
Printed Name		
Date:		

#### ATTACHMENT B: TEACHER-LEARNER EXPECTATIONS

COM holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of medical education the term "teacher" is used broadly to include peers, resident physicians, full-time and volunteer faculty members, clinical preceptors, nurses, and ancillary support staff, as well as others from whom students learn.

#### **GUIDING PRINCIPLES:**

**Duty**: Medical educators have a duty to convey the knowledge and skills required for delivering the profession's standard of care and also to instill the values and attitudes required for preserving the medical profession's social contract with its patients.

**Integrity**: Learning environments that are conducive to conveying professional values must be based on integrity. Students and residents learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

**Respect**: Respect for every individual is fundamental to the ethic of medicine. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to ensure that students and residents are always treated respectfully.

#### RESPONSIBILITIES OF TEACHERS AND LEARNERS:

#### Teachers should:

- Treat students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course or clerkship
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely
  evaluations at the end of a course or clerkship
- Display honesty, integrity and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery, and avoid overly
  aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive
- Solicit feedback from students regarding their perception of their educational experiences
- Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

#### Students should:

- Be courteous of teachers and fellow students
- Be prepared and on time
- Be active, enthusiastic, curious learners

- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the profession of medicine
- Recognize personal limitations and seek help as needed
- Display honesty, integrity and compassion
- Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings
- Recognize the duty to place patient welfare above their own
- Recognize and respect patients' rights to privacy
- Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

#### Relationships between Teachers and Students

Students and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision. Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.

13.

Meeting Date: 10/01/2019

Paper Retriever of Texas Commerical Service Agreement

Submitted For: Randy Barker Submitted By: Andrew Portillo, Purchasing

**Department:** Purchasing **Agenda Category:** Consent

#### Information

# Agenda Item

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Paper Retriever of Texas, LLC to provide disposal of bins around Williamson County in the amount of \$510.00 per month and authorizing execution of the agreement.

# **Background**

This service agreement is for proper pick up service of the 9 recycle bins located around the Williamson County Depts. Department point of contact is Shantil Moore. Funding Source 01.0100.0509.04990. FY 20.

<b>Fiscal</b>	lm	pact
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From/To	Acct No.	Description	Amount

#### **Attachments**

#### Contract

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator) Randy Barker 09/25/2019 05:01 PM County Judge Exec Asst. Andrea Schiele 09/26/2019 09:21 AM

Form Started By: Andrew Portillo Started On: 09/25/2019 10:11 AM Final Approval Date: 09/26/2019

# **COMMERCIAL SERVICE AGREEMENT**

"Schedule A"

CUSTO	MER SITE DETAILS
SITE NAME:	REFERENCE ADDENDUM A
CONTACT:	Shantil Moore
PHONE:	512-943-1523
CELL:	
FAX:	512-930-3313
EMAIL:	shantil.moore@wilco.org
SITE ADDRESS:	REFERENCE ADDENDUM A
CITY, STATE, ZIP:	REFERENCE ADDENDUM A

CUSTOME	R BILLING DETAILS
BILLING NAME:	WILLIAMSON COUNTY
CONTACT:	Shantil Moore
PHONE:	512-943-1523
CELL:	
FAX:	512-930-3313
EMAIL:	shantil.moore@wilco.org
BILLING ADDRESS:	3101 Southeast Inner Loop Attention: Contracts Manager
CITY, STATE, ZIP:	Georgetown, TX, 78626

SERVICE AGR	EEMENT DETAILS
CSA#:	0419-11417
SALESPERSON:	George Ward Jr.
INITIAL TERM (MONTHS):	
EFFECTIVE DATE:	October 1, 2019
BILLING CYCLE:	Monthly
BILLING START DATE:	October 1, 2019
SERVICE DESCRIPTION:	Service Increase
DELIVERY DATE:	Already in place

		EQU	IPMENT, S	ERVICE, AND	RATE SPECI	FICATIONS	100	
QTY.	SIZE (YARDS)	SERVICE TYPE	DISPOSAL TYPE	MONTHLY SERVICE RATE	PICKUP FREQUENCY	EXTRA PICKUP RATE	ADDITIONAL ONE-TIME FEE	ENVIRONMENTAL FEE
9	7	Front-End Load	Eco - Fiber	\$510.00	REFERENCE ADDENDUM A	\$50.00	\$0.00	Waived
BOX PLACEN		Bin on site			,			
A STATE OF THE PERSON NAMED IN COLUMN	. COMMENTS: dments to Terms and	program. This	agreement outline	and Paper, anything es our service commi hed Addendum A.	C CALLS IN IN THE COURT SEE CALL	the state of the s	The state of the s	DESCRIPTION OF STREET PROPERTY OF STREET

Till the state of	ERMS AND CONDITIONS BELC	DW	
This is a legally binding contract. Contractor agrees to provide and	customer agrees to accept and pay for the services ar and subject to the terms and conditions on the back		et forth in this agreement
CUS	TOMER - WILLIAMSON COL	YTNL	
CUSTOMER NAME PRINT	CUSTOMER TITLE	E-BILLING FOR FUTURE INVOICES?	AUTOPAY UPON FIRST INVOICE?
AUTHORIZED CUSTOMER SIGNATURE			DATE
CONTRA	CTOR - Paper Retriever of T	exas, LLC.	
SALESPERSON NAME PRINT	SALESPERSON SIGNATURE		DATE
George Ward Jr.	Anz		9/18/19
MANAGER APPROVAL			DATE
SM			9/18/19

# **TERMS AND CONDITIONS**

#### CSA#

0419-11432

This Agreement is made between Paper Retriever of Texas, LLC., ("PRT") located at 7510 Grissom Rd., San Antonio, TX 78251 and the Customer described on Schedule A ("Customer") on the following terms and conditions:

In this Agreement, the following terms will have the meaning set forth below (i) Customer Locations – refers to all of the properties, whether owned, leased or controlled by Customer or any of its affiliates, which are listed on Schedule A; (ii) Disposal Type, hereinafter referred to as "Recyclable Materials," means materials from Customer Locations expressly authorized on Schedule A that may include newsprint, magazines, office papers, cardboards, phone books, and other forms of books and mail, but expressly excluding any glass, metal, or plastic materials and any material contaminated by food, and any other non-fiber recyclable materials.PRT may, from time to time, issue a current Yes-No Recycling Flyer or Acceptables/Unacceptables Listing that Customer must adhere to. Any materials other than those expressly authorized on Schedule A will be considered to be non-recyclable and shall hereinafter be referred to as Contaminants; (iii) "Hazardous Waste – includes but is not limited to any amount of waste listed or characterized as hazardous or special by the United States Environmental Protection Agency or any state agency pursuant to the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §9601 et seq., the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act., 42 U.S.C. 6901 et seq (as such Acts may be amended from time to time) or any other applicable federal or state law; and (iv) "schedule A" means the schedule A to this Recycling Service Agreement which appears on the reverse side of this Agreement and forms an integral part hereof.

- 1) This Agreement will begin on the Effective Date agreed to on Schedule A and will continue for the term defined and agreed upon on Schedule A. This Agreement will automatically renew for successive like terms without any action from the parties, unless either party submits prior written notice to the other party at least ninety (90) days, but not more than one hundred and twenty (120) days, prior to the expiration of the initial or any subsequent terms. Notwithstanding anything to the contrary herein, PRT may, at its option and without any liability whatsoever, terminate this Agreement prior to the end of its term by transmitting a written notice to the Customer at least thirty (30) days in advance.
- 2) <u>Termination for Convenience</u>: 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, The County will only be liable for its pro rata share of services rendered and goods actually received.
- PRT will, on an exclusive basis, provide the following services (collectively described as the "Equipment, Service, And Rate Specifications"), either directly or through an affiliate or subcontractor (i) collect the Recyclable Materials from the Customer Locations; and (ii) supply to Customer the equipment listed in Schedule A (as amended from time to time, the "equipment"). Title to the Equipment will remain with PRT at all times but Customer will, upon delivery, keep it free and clear of all liens and Customer will also provide unobstructed access to the Equipment. If any lien or charges attach to the Equipment, Customer shall promptly procure a release of said lien and defend and indemnify PRT against all claims, damages, and expenses of any kind related to said liens or charges. Upon termination of this Agreement, Customer will immediately return the Equipment to PRT in the same condition as received except for normal wear and tear. Customer shall not overload (in weight or volume) or move the Equipment, or make any alterations or improvements to the Equipment and Customer shall use the Equipment only for the proper purposes for which it is intended. Customer shall be solely responsible and will reimburse PRT for any damages to the Equipment while on Customer's premises.
- 4) In consideration for the Services under this Agreement, Customer agrees to pay to PRT the fees agreed on Schedule A, plus all applicable taxes. The Effective Date within Schedule A will dictate the effective date for monthly charges. PRT will generate a monthly statement for the Services rendered during the prior month. Customer will pay the entire amount owing under the statement within thirty (30) days from the statement date. The collection pickup frequency and disposal type(s) allowed shall be listed in Schedule A. TEX. CONST. art. III, § 52 ("The Legislature shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever..."). In the event that this Agreement is terminated prior to the completion of the initial Term (and any subsequent Term after) for any reason other than a default by PRT or termination for convenience by PRT, Customer shall pay to PRT, as liquidated damages, and not as a penalty (i) an amount equal to the average total monthly fees and rents multiplied by the lesser of the number of months remaining in the term or 6 months, a removal fee of \$100 per bin/container/compactor forming part of the Equipment provided by PRT to Customer and (ii) if a bin/container/compactor forming part of the Equipment provided by PRT to Customer abs been leased by PRT from a third party vendor and the number of months remaining under such lease is greater than 6 months as of the date of termination, an amount equal to any remaining rental obligations for such Equipment. Customer acknowledges that this liquidated damages clause is reasonable in light of the significant investment in equipment, time and effort undertaken by PRT to engage and commence services for the Customer under this Agreement and the costs that will be incurred by PRT due to an early termination.
- 5) PRT may pass through certain cost increases directly to the Customer to adjust for increases in fuel costs and costs due to changes in local, state, or federal rules, ordinances or regulations, and changes in taxes, fees or other governmental charges (other than taxes imposed on PRT's income or real property). Such fees may also be adjusted by PRT to reflect changes in service levels, material/disposal type or equipment type, size or quantity.
- Customer represents and warrants that all Recyclable Materials collected by PRT hereunder: (i) will be free and clear of any liens and encumbrances, and (ii) will be free from any Hazardous Waste and (iii) free of Contaminants. Customer acknowledges that PRT does not handle Hazardous Waste of any kind and Customer hereby undertakes to indemnify, defend, and hold PRT harmless from and against any and all claims, including without limitation, any cleanup and remediation costs, resulting or relating from any material collected with, containing or contaminated by Hazardous Waste deposited in the Equipment. In addition to Hazardous Waste cleanup/remediation, should Contaminants in any load exceed 5% of the Recyclable Materials (by weight or volume), Customer shall not be paid any rebate for the Recyclable Materials in the load. PRT may reject, tender and/or return to Customer, at Customer's expense, any material containing Hazardous Waste. Customer shall bear full responsibility and pay all expenses and costs incurred (including but not limited to removal, decontamination, transportation, remediation, proper treatment and disposal, and any fines and penalties) with respect to such Hazardous Waste and any other material contaminated therewith, whether from the transfer and/or disposal facility(ies), the Customer's property, third party property or equipment or PRT's (or it's contractor's) vehicles or equipment. Customer shall be responsible for any and all damages to its pavement, including to pavement, curbing or other driving surfaces, resulting from the vehicles or the equipment used in providing the Services providing any such damage is not the result of negligence on the part of the driver.
- 7) To the extent authorized under Texas law, Customer shall indemnify and hold PRT (and its officers, agents, and employees) harmless from all liability arising out of the performance of services under this Agreement for (i) personal or bodily injury to or death of any person (including the Customer's employees) or (ii) damage to or destruction of any property or Equipment, sustained by any person or entity, when such injury, death, damage or destruction results from, arises out of, is caused by or contributed to by the negligent act or omission, breach of law, or breach of this Agreement on the part of the Customer (or its officers, agents, or employees). PRT's aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to PRT by Customer, regardless of whether recovery is sought in contract, tort, statute or otherwise.
- 8) The performance of any obligation (other than payment obligations) under this Agreement may be suspended by either party without liability to the extent such performance is prevented by an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, materials or equipment, governmental law, regulation or order, or any other cause beyond the reasonable control of such party; or any labor trouble, strike, lockout or injunction (whether or not such labor event is within reasonable control of such party). The affected party will promptly notify the other of the nature and estimated duration of the suspension period.
- 9) If a party fails to comply with this Agreement and does not remedy (to the extent it can be remedied) such default within thirty (30) business days after receipt of a written notice specifying the nature of such failure, the non-defaulting party may, at its sole option, without judicial proceedings and without prejudice to any other recourse available under this Agreement or at law, terminate this Agreement by giving a thirty (30) day notice thereof.
- 10) All representations, warranties and indemnification obligations contained herein shall survive the termination of this Agreement.
- 11) Any notice provided under this Agreement shall be in writing and sent by certified mail, return receipt requested, postage prepaid and sent to the address indicated in Schedule A for the relevant party.
- 12) This Agreement shall be binding upon the successors and assigns of the parties. Customer shall not assign its rights under this Agreement without PRT's prior written consent. PRT shall be entitled to assign its rights under this Agreement.

Addendum A - CSA 0419-11417 - Williamson County

			Current	# of		ECO-FIBER Monthly	onthly
Dumpster Wilco Bldg Name	Recycling Dumpster Bldg Address	City, State, Zip	Pickup Date	Containers	Frequency	Charges	
Justice Center	405 Martin Luther King Blvd	Georgetown, TX 78628	Friday	1	Every Other Week	\$	70.00
Central Maintenance Facility	3151 South East Inner Loop	Georgetown, TX 78628	Friday	Д	Weekly	₩	90.00
Cedar Park Annex	350 Discover Blvd	Cedar Park, TX 78613	Thursday	1	Monthly	\$	50.00
Taylor Annex	412 Vance Street	Taylor, TX 76574	Friday	Ъ	Monthly	₩	50.00
Inner Loop Annex	301 South East Inner Loop	Georgetown, TX 78628	Friday	1	Monthly	\$	50.00
Round Rock Jester Annex	1801 East Old Settler Blvd	Round Rock, TX 78664	Thursday	1	Monthly	⊹	50.00
Texas Ave	355 Texas Ave	Round Rock, TX 78664	Friday	1	Monthly	\$	50.00
EMS Training	3189 South East Inner Loop	Georgetown, TX 78626	Friday	Ъ	Monthly	ℴ	50.00
Georgetown Annex	100 Wilco Way	Georgetown TX 78626	Friday	1	Monthly	\$	50.00
			Total	9	Total Monthly Cost	\$	510.00

# **Commissioners Court - Regular Session**

Meeting Date: 10/01/2019

Vehicle Reimbursement Agreement for County Sheriff

Submitted For: Robert Chody Submitted By: Starla Hall, Sheriff

**Department:** Sheriff **Agenda Category:** Consent

#### Information

14.

# Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement regarding off duty contracting of County Sheriff Deputies with Celebration Church (Traffic control and security during various church services).

# **Background**

This agreement gives permission for Celebration Church to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies vehicle usage.

# **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

# Celebration Church

Final Approval Date: 09/26/2019

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 09/26/2019 11:15 AM

Form Started By: Starla Hall Started On: 09/26/2019 10:57 AM

STATE OF TEXAS

VEHICLE REIMBURSEMENT

AGREEMENT WITH

8 NON-GOVERNMENTAL

§ **ORGANIZATION** 

**REGARDING OFF-DUTY** 

COUNTY OF WILLIAMSON &

CONTRACTING OF COUNTY DEPUTIES

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

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

- 1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.
- 2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
- 3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

- 4. The term of this AGREEMENT shall begin on the 20 of and shall terminate on September 30, 2020. 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
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

<sup>&</sup>lt;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.

- 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: Celebration Church
Signature: Shufker
Printed Name: Sherye Knome
Tille: Executive Director
Date: 9/20 , 2019

# WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office:	iheriff
Printed Name of Offi	icial: Robert Chody
Signature of Officials	Job Ch
	ber 24.2019
Address of Office:	508 S. Rock St.
	Georgetown , TX 78626

# WILLIAMSON COUNTY COMMISSIONERS COURT:

By:	

Bill Gravell, Jr.
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

**Commissioners Court - Regular Session** 

**Meeting Date:** 10/01/2019

Set a date for Public Hearing for CR 176 street name change

Submitted For: Jay Schade Submitted By: Teresa Baker, Information Technology

15.

**Department:** Information Technology

Agenda Category: Consent

#### Information

# Agenda Item

Discuss, consider and take any appropriate action to set a public hearing pursuant to Tex. Transp. Code § 251.152 regarding proposed street name change in Pct. 3 for a portion of CR 176 to Parkside Pkwy, including authorization for publication in local newspaper of notice to the public.

# **Background**

# **Fiscal Impact**

From/To	Acct No.	Description	Amount

# **Attachments**

CR 176/Parkview Pkwy Map

Request

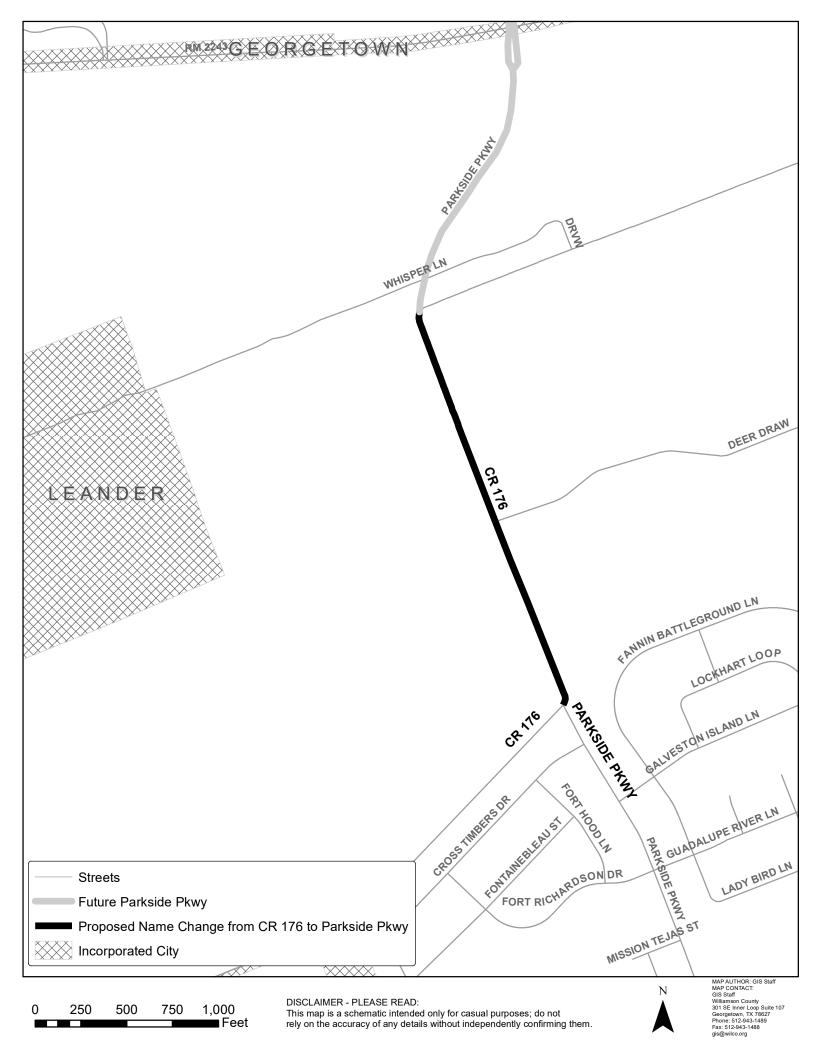
#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 09/24/2019 01:50 PM

Form Started By: Teresa Baker Started On: 09/24/2019 10:50 AM

Final Approval Date: 09/24/2019







August 13, 2019

Valerie Covey Commissioner Precinct 3 Georgetown Annex 100 Wilco Way, CO201 Georgetown, TX, 78626

Re: CR 176 Name Change Request – Parkside Parkway

Dear Commissioner Covey:

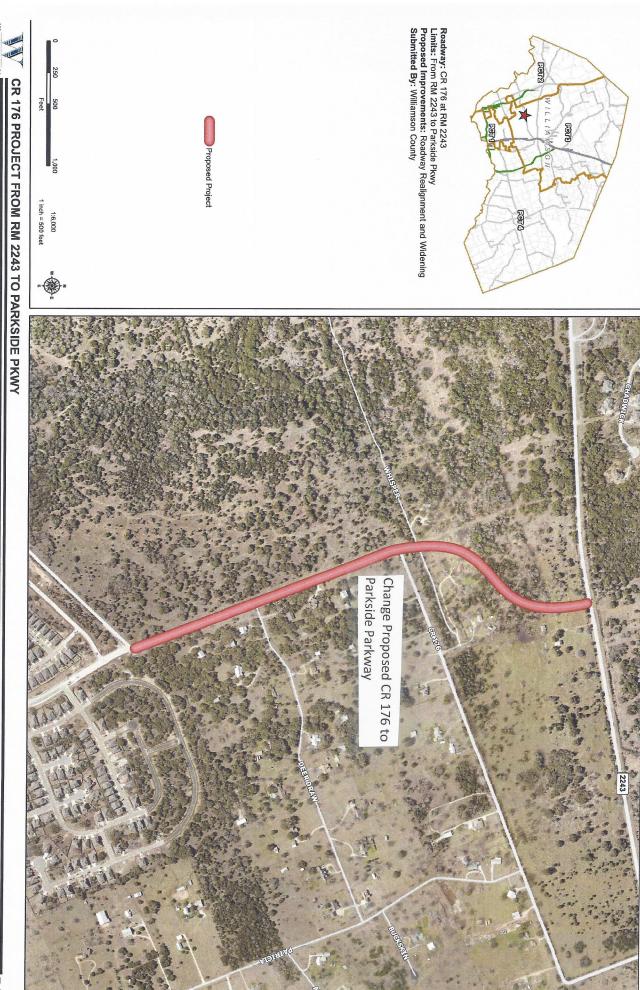
As you are aware, we are beginning development of the property north of RM 2243/Leander Road called Parkside on the River (formerly Water Oak). The expansion of CR 176 that is currently under construction from existing Parkside Parkway to Leander Road will tie into the main entrance to our development. We are requesting that the new portion of CR 176 from Parkside Parkway to Leander Road be renamed to Parkside Parkway. In addition, we are requesting that existing Water Oak Parkway from Hwy 29 south be renamed to Parkside Parkway, so that when the roadways are completed Parkside Parkway will be a continuous road from CR 175 to Hwy 29. We will agree to pay for any costs associated with the street name change on CR 176 and Water Oak Parkway. Please see the attached exhibits depicting the areas we are requesting to be renamed.

Should you have any questions do not hesitate to contact me.

Sincerely,

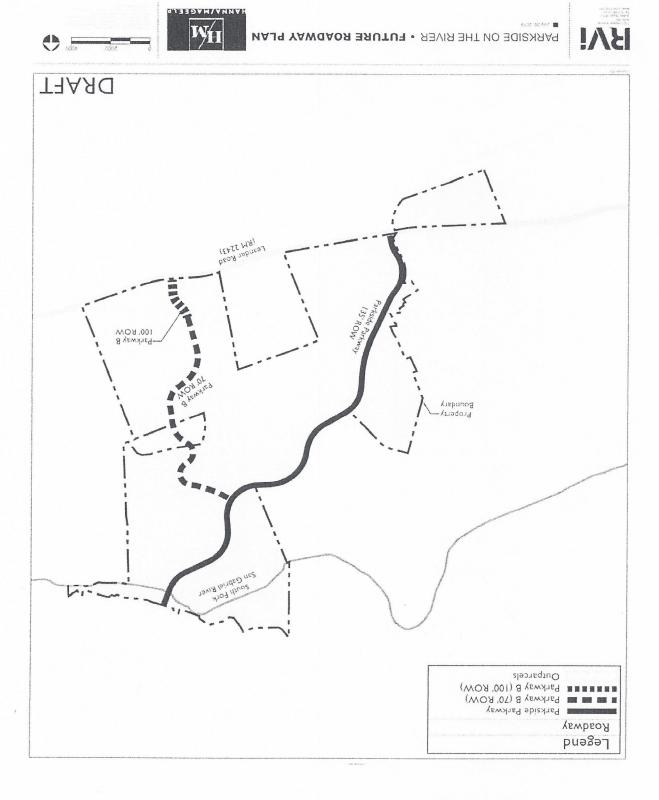
Blake J. Magee

cc: Mr. Wayne Reed- City of Georgetown (via email)





WILLIAMSON COUNTY
WILLIAMSON COUNTY



# **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2019 County Attorney Idemia Addendum

Submitted For: D. Hobbs Submitted By: Stephanie Lloyd, County Attorney

16.

**Department:** County Attorney

Agenda Category: Consent

#### Information

# Agenda Item

Discuss, consider, and take appropriate action on approving the addendum between Idemia Identity & Security and Williamson County for Annual Help Desk Maintenance Services to support the operations of the Williamson County Attorney's Office, and authorizing the execution of the agreement.

# **Background**

The addendum is for the continuation of annual help desk maintenance for the County Attorney's Live Scan finger printing system. This expenditure will be charged to 01.0100.0475.004505 and funding was approved in the FY2020 budget.

# **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

#### Idemia Addendum

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 09/25/2019 02:49 PM

Form Started By: Stephanie Lloyd
Final Approval Date: 09/25/2019
Started On: 09/25/2019 02:11 PM



Idemia Identity & Security 5705 W. Old Shakopee Road

Suite 100

Bloomington, MN 55437-3107

USA

Phone (800) 932-0890 FAX (952) 932-7181

MAINTENANCE AGREEMENT ADDENDUM **QUOTATION** 

**QUOTE ID: 22161** 

QUOTE DATE: 06/20/19

CUSTOMER ID: ZTX0K0031

PRICE LIST: SL-LAWENF

COVERAGE

START DATE: 10/01/19

END DATE: 09/30/20

GEORGETOWN, TX 78626

**BILL TO: WILLIAMSON COUNTY ATTORNEY** 

405 S MLK - BOX 7

**United States** 

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
EQUIPMENT LOCATION: 5600-TPE-ED-MHD	WILLIAMSON COUNTY ATTORNEY - 405 S MLK - BOX 7 GEORGETOWN, TX 78626 ANNUAL HELP DESK MAINTENANCE			
TPE-5600-ED		AEY107001060	1	\$2,315.00
PRT- DUP- MHD TPE-PRT-DUP	ANNUAL HELP DESK MAINT	56260-002	1	\$172.00
CEN-TXIAS- MHD TP-CEN-TXIAS	ANNUAL HELP DESK MAINT	56260-003	1	\$564.00
<b>5600-TPE-ED-MHD</b> TPE-5600-ED	ANNUAL HELP DESK MAINTENANCE	AEY127001061	1	\$2,315.00
PRT- DUP- MHD TPE-PRT-DUP	ANNUAL HELP DESK MAINT	56271-002	1	\$172.00
		TOTAL:		\$5,538.00

Quote ID: 22161 Page: 1 of 2

LEASE CHE	CK PREFERRED BILLING:	☐ ANNUAL INVOICE	OR	☐ QUARTERLY INVOICE	OR	☐ MONTHLY INVOICE	
NAME:	DEBRA BLANCHARD			PO NUMBER:			
TITLE:	Maintenance Contract Admin			SIGNATURE BY:			
PHONE:	(952) 945-3302 Ext 5547			NAME(Print) / DATE			
FAX:	(952) 852-8747			TITLE:			
EMAIL:	DBlanchard@morphotrust.com			PHONE / FAX:			
				EMAIL:			

The terms and conditions of MORPHOTRUST USA maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM

Quote ID: 22161 Page: 2 of 2

# **Commissioners Court - Regular Session**

Meeting Date: 10/01/2019

Execute Agreement - Smith Contracting Awarded IFB 1907-331

Submitted For: Randy Barker Submitted By: Thomas Skiles, Purchasing

**Department:** Purchasing **Agenda Category:** Consent

#### Information

17.

# Agenda Item

Discuss, consider and take appropriate action on authorizing execution of the Agreement for Construction Services between Williamson County and Smith Contracting relating to the award of IFB #1907-331 CR 279 Stabilizing, Milling and Overlay approved by Commissioner's Court on September 10, 2019.

# **Background**

IFB #1907-331 CR 279 Stabilizing, Milling, and Overlay was awarded to Smith Contracting by the Court on 9/10/19. At the time of award, an agreement for the services was not authorized for execution. This agreement is for those services. Contract amount is \$986,624.94. Kon Kwon is the point of Contact and Funding Source line item 3599 was approved for FY2020 budget.

# **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

#### **Agreement**

Final Approval Date: 09/26/2019

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator) Randy Barker 09/25/2019 04:59 PM County Judge Exec Asst. Andrea Schiele 09/26/2019 09:17 AM

Form Started By: Thomas Skiles Started On: 09/25/2019 09:54 AM



# **Agreement for Construction Services**

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Smith Contracting ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # 1907-331, CR 279 Stabilizing, Milling and Overlay; including the specifications set forth therein, which is incorporated herein as if copied in full.

**ARTICLE 2 CONTRACT PRICE:** Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of Nine Hundred Eighty-Six Thousand Six Hundred Twenty-Four Dollars and Ninety-Four Cents (\$986,624.94) in accordance with the terms and conditions of this Agreement.

**ARTICLE 3 PLANS AND SPECIFICATIONS:** The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # 1907-331, including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

# ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

**4.1 Commencement of Work.** Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

Substantial Completion. "Substantial Completion" means the stage in the progress of the Work 4.2 when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

#### DATE FOR SUBSTANTIAL COMPLETION: TBD

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.

- 4.3 Final Completion. The Work shall be fully and finally completed on or before TBD; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.
- 4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of Two Hundred Dollars per day (\$200/day) from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

# ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

# ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor 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 Owner in accordance with Owner's requirements and procedures.

- 6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.
- 6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. 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.
- 6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.
- 6.5 As part of Contractor obligation to coordinate the Work, Contract shall:
  - a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
  - b. provide an on-site, full-time superintendent for the duration of the Work;
  - c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
  - d. at Owner's request, attend public meetings and hearings concerning the development of the Work:
  - e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
  - f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
  - g. advise Owner of any tests that should be performed;
  - h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
  - i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
  - j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
  - k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

- 6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.
- 6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

# 6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

- 6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.
- **6.10** Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

#### COMMISSIONING AND WARRANTY RESPONSIBILITIES

- 6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.
- 6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.
- 6.13 Contractor shall provide warranty services for the Work for a full 12 months (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

# ARTICLE 7 OWNER'S RESPONSIBILITIES

# 7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

# ARTICLE 8 INSURANCE AND INDEMNITY

Type of Coverage

- 8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.
  - **8.1.1** The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

->1	•
a. Worker's Compensation	Statutory
b. Employer's Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$500,000 Ea. Accident \$500,000 Ea. Employee \$500,000 Policy Limit

Limits of Liability

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$ 1,000,000	\$ 1,000,000
Aggregate policy limits:		\$1,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE PER PERSON PER OCCURRENCE

Bodily injury \$1,000,000 \$1,000,000

(including death)

Property damage \$1,000,000 \$1,000,000

Aggregate policy limits No aggregate limit

e. Builder's Risk Insurance (all risks)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

- This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
- 2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.
- f. Umbrella coverage in the amount of not less than \$1,000,000.
- **8.1.2** The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

# 8.1.3 Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

# **8.1.4** Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

#### a. Definitions:

- (1) Certificate of Coverage ("certificate") A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
- (2) Duration of the Work includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.
- (3) Coverage Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (4) Persons providing services relating to the Work ("subcontractor") includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.
- c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
  - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
  - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.
- 8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
- 8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

- 8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
- **8.1.8** The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.
- 8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.
- 8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

#### 8.2 INDEMNITY.

- INDEMNIFICATION EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT 8.2.1 PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.
- 8.2.2 INDEMNIFICATION OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.
- 8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

#### ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

- 9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.
- 9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

# ARTICLE 10 TERMINATION

- 10.1 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.
- 10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor 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 Owner's termination of this Agreement for convenience.

# ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner 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 Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21<sup>st</sup>) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

- 11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
- 11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- 11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.
- 11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.
- 11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.
- 11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.
- 11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.
- 11.9 Audits. Contractor agrees that Owner 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 Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.
- **11.10** Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.
- 11.11 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 Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner 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.

- 11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.
- 11.13 Compliance with Laws. Contractor 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, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- 11.14 Sales and Use Tax Exemption. Owner 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.
- 11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, 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 information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- 11.16 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.
- 11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.
- 11.19 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.
- 11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.
- 11.21 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.
- 11.22 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 OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:	CONTRACTOR:
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	Smith Contracting
By:  Printed Name:  Title:	By: Printed Name: Travis Rayland Title: President
Date:	Date: 9.24.19
Party Representatives	
Owner's Designated Representative ("ODR"):	Contractor's Designated Representative:  Travity Rayland  15308 Ginyer H.  Trushin, Dev. 78728
PhoneFax	Phone 512.990.7640 Fax 512.990.7851
Fax	1

#### **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2019

Discuss consider and take appropriate action on Change Order No 1 to contract number IFB 1904 311 for Limestone

18.

Terrace and Quarry Rim Drive

Submitted For: Terron Evertson Submitted By: Kelly Murphy, Infrastructure

**Department:** Infrastructure **Agenda Category:** Consent

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1904-311, in the amount of \$44,272.00 for Limestone Terrace and Quarry Rim Drive Reconstruction.

#### **Background**

This Change Order is to reconstruct the intersection of Condra Ln and Sonterra Blvd with reinforced concrete pavement. This work will be phased into the Limestone Terrace and Quarry Rim Drive Reconstruction project. Original contract amount was \$1,060,707.70. With the addition of this change order, of \$44,272.00, final contract amount will be \$1,104,979.70.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Change Order No. 1- Limestone Terr and Quarry Rim Dr

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 09/26/2019 11:46 AM

Form Started By: Kelly Murphy Started On: 09/26/2019 10:31 AM

Final Approval Date: 09/26/2019

# WILLIAMSON COUNTY, TEXAS CHANGE ORDER NUMBER: \_\_1\_

1. CONTRACTOR: Pro Dirt Services		Project: IFB 1904-311
2. Change Order Work Limits: Sta. Condra Ln to	Sta. Sonterra Blvd	Roadway: Limestone Ter
3. Type of Change(on federal-aid non-exempt projects):	Minor (Major/Minor)	Purchase Order Number:
4. Reasons:3F, 3E(3 Max In order of	of importance - Primary first)	Number:
5. Describe the work being revised:		
Additional work desired by the County and reduction of futu	re maintenance.	
6. Work to be performed in accordance with Items: All		
<ul><li>7. New or revised plan sheet(s) are attached and numbere</li><li>8. New Special Provisions to the contract are attached:</li></ul>	d: N/A ☐ Yes ☑	No
9. New Special Provisions to Item N/A No. N/A , S	pecial Specification Item N	/A are attached.
Each signatory hereby warrants that each has the authority	to execute this Change Orde	er (CO).
The contractor must sign the Change Order and, by doing so, agrees to waive	The following informat	ion must be provided
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.	Time Ext. #:N/A	Days added on this CO: 0
0.	Amount added by this chan	ge order: \$44,272.00
THE CONTRACTOR Date 9/10/19		
Ву		
Typed/Printed Name Zach Crss		
Typed/Printed Title		
RECOMMENDED FOR EXECUTION:		
	County Commission	ner Precinct 1 Date
7/13/19	and the second s	REQUEST APPROVAL
Project Manager Date Construction Observer		·
Dankman 9/13/19	County Commission	
Design Engineer / Date	□ APPROVED	□ REQUEST APPROVAL
1. Le Clam 9/26/19	County Commission  APPROVED	ner Precinct 3 Date  REQUEST APPROVAL
Program Manager Date		
Design Engineer's Seal:	County Commission	ner Precinct 4 Date
TE OF TE	□ APPROVED	□ REQUEST APPROVAL
KON Q. KWAN	☐ County Ju	idge Date
AMA 一名 ・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・	MECKLIVELI	

# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Project # IFB 1904-311

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE	HARA VIGILOU
	阿丁 医二氏性 医骶侧部 排一下 医羊皮牙 医三种多种		HOURLI RAIE
			一种的一种种 医神经 人名英格兰 人名英格兰
を 一			
H			

TABLE B: Contract Items

	OVERRUN/	ONDENNON		\$410.00	\$5.180.00				\$3,630.00	\$1,225.00	\$1,110.00	\$333.00	\$3,680.00	\$24,050.00			\$4,500,00					\$140.00	\$14.00													\$44 272 00
NEW	ITEM COST	\$1.400.00	\$1.430.00	\$1.985.00	\$124.502.00	\$4.536.00	\$2,394.00	\$469.00	\$84,975.00	\$30,572.50	\$27,744.00	\$8,323.20	\$91,747.00	\$601,120.00	\$5,280.00	\$50,000.00	\$18,000.00	\$1,200.00	\$2,540.00	\$5.120.00	\$3.072.00	\$500.00	\$50.00	\$11,070.00	\$1,500.00	\$810.00	\$676.00	\$230.00	\$324.00	\$2,950.00	\$845.00	\$287.50	\$3,687.50	\$640.00	\$15,000.00	\$1 104 979 70
2	QUANTITY	140.0	286.0	397.0	8.893.0	252.0	252.0	9.4	1,545.0	174.7	9,248.0	1,849.6	8.767	9,248.0	8.0	1.0	4.0	40.0	40.0	512.0	512.0	50.0	50.0	369.0	2.0	81.0	676.0	230.0	81.0	2,950.0	676.0	230.0	2,950.0	64.0	2.0	
ADD or (DEDUCT)	QUANTITY			82.0	370.0				0.99	7.0	370.0	74.0	32.0	370.0			1.0					14.0	14.0													
ORIGINAL + PREVIOUSLY REVISED	ITEM COST	\$1,400.00	\$1,430.00	\$1,575.00	\$119,322.00	\$4,536.00	\$2,394.00	\$469.00	\$81,345.00	\$29,347.50	\$26,634.00	\$7,990.20	\$88,067.00	\$577,070.00	\$5,280.00	\$50,000.00	\$13,500.00	\$1,200.00	\$2,540.00	\$5,120.00	\$3,072.00	\$360.00	\$36.00	\$11,070.00	\$1,500.00	\$810.00	\$676.00	\$230.00	\$324.00	\$2,950.00	\$845.00	\$287.50	\$3,687.50	\$640.00	\$15,000.00	\$1,060,707.70
ORIGINAL	QUANTITY	140.0	286.0	315.0	8,523.0	252.0	252.0	9.4	1,479.0	167.7	8,878.0	1,775.6	765.8	8,878.0	8.0	1.0	3.0	40.0	40.0	512.0	512.0	36.0	36.0	369.0	2.0	81.0	0.979	230.0	81.0	2,950.0	676.0	230.0	2,950.0	64.0	2.0	
	UNIT PRICE	\$10.00	\$5.00	\$5.00	\$14.00	\$18.00	\$9.50	\$50.00	\$55.00	\$175.00	\$3.00	\$4.50	\$115.00	\$65.00	\$660.00	\$50,000.00	\$4,500.00	\$30.00	\$63.50	\$10.00	\$6.00	\$10.00	\$1.00	\$30.00	\$750.00	\$10.00	\$1.00	\$1.00	\$4.00	\$1.00	\$1.25	\$1.25	\$1.25	\$10.00	\$7,500.00	
	UNIT	SY	LF	H	SY	SY	SY	MG	≿	TON	SY	GAL	TON	SY	ζ	rs	MO	TE	Ŀ	SY	SY	Ή	4	4	EA	-F	<u>"</u>	4	4	4	LF.	F	F	EA	EA	
	DESCRIPTION	REMOVING CONC (DRIVEWAYS)	REMOVING CONC (CURB AND GUTTER)	REMOVE CONC (GUTTER)	RMV STAB BASE & ASPH PV (17")	FURNISHING AND PLACING TOPSOIL (4")	ROLL SODDING	VEGETATIVE WATERING	FL BS (CMP IN PLC)(TYA GR1-2)(FNAL POS)	CEMENT CEMENT	CEMENI I REAI (NEW BASE) (6")	PRIME COAI (MULII OPI ION)	D-GR HMA(SQ) 1 Y-D PG64-22	CONC PVMT (CONT REINF - CRCP) (10")	RIPRAP (CONC)(6 IN)	MOBILIZATION	BARRICADES, SIGNS AND TRAFFIC HANDLING	ROCK FILTER DAMS (INSTALL) (TY 4)	ROCK FILTER DAMS (REMOVE)	CONSTRUCTION EXITS (INSTALL) (TY 1)	CONSTRUCTION EXITS (REMOVE)	BIODEG EROSN CONT LOGS (INSTL) (12")	BIODEG EROSN CONT LOGS (REMOVE)	CONC CURB (TY II)	RELUCATE SM RD SN SUP&AM TY 10BWG	KEFL PAV MKK I Y I (W)24"(SLD)(100MIL)	REFL PAV MRK I Y II (W) 4" (BRK)	PET PAV MRK I I II (W) 4 (SLD)	REFL PAV MRK I Y II (W) 24" (SLD)	KEFL PAV MRK TY II (Y) 4" (SLD)	RE PM W/REI REG IY I (W)4"(BRK)(100MIL)	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	REFL PAV MRKR TY II.A-A	PORTABLE CHANGEABLE MESSAGE SIGN	TOTALS
	ITEM	0104-6017	0104-6022	0104-6026	0105-6108	0160-6003	0162-6008	0168-6001	0247-6041	0275-6001	0275-6003	0310-6001	0340-6106	0360-6004	0432-6003	0200-6001	0502-6001	0506-6004	0506-6011	0506-6020	0506-6024	0506-6041	0506-6043	0529-6002	0644-6068	0666-6048	0000-016/	0/19-9990	0000-018Z	0666-6207	099-9990	0666-6303	0666-6315	0672-6009	6001-6002	

# CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E
	1B. Other
antide tary may be don't derive the following to examply, also proportionally apply to appropriate the compression of the control of the cont	
2 Differing Site Conditions	2A. Dispute resolution (expense caused by conditions and/or resulting delay)
Differing Site Conditions     (unforced applic)	
(unforeseeable)	
	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)
3. County Convenience	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
This raity / toodininoaction	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
erkildik matuuju mangas kurakersin kung hel 2d filintashipu kaladasuspurib sarapus admirksi manaan kirika 1800 min 1800	
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

#### **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2019

Discuss consider and take appropriate action on approval of the replat of Lots 1 and 2 of the EF Allen subdivision – Pct

19.

Submitted For: Terron Evertson Submitted By: Adam Boatright, Infrastructure

Department: Infrastructure Division: Road & Bridge

Agenda Category: Consent

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on approval of the replat of Lots 1 and 2 of the E.F. Allen subdivision – Precinct 2.

#### **Background**

This is a replat of Lots 1 and 2 of the E.F. Allen subdivision to be known as Lots 1A, 2A and 3A of the E.F. Allen subdivision. This replat will subdivide the existing two lots into three newly configured lots. There are no new roadways.

#### **Timeline**

2019-04-26 - Initial submittal of replat

2019-05-21 – 1st review complete with comments

2019-07-17 – 2<sup>nd</sup> submittal of replat

2019-07-26 – 2nd review complete with comments

2019-09-10 - 3rd submittal of replat

2019-09-18 – 3<sup>rd</sup> review complete with comments

2019-09-19 - 4th submittal of replat

2019-09-20 – 4<sup>th</sup> review complete and all comments clear

2019-09-26 - replat placed on October 1, 2019 Court agenda for consideration

#### **Fiscal Impact**

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

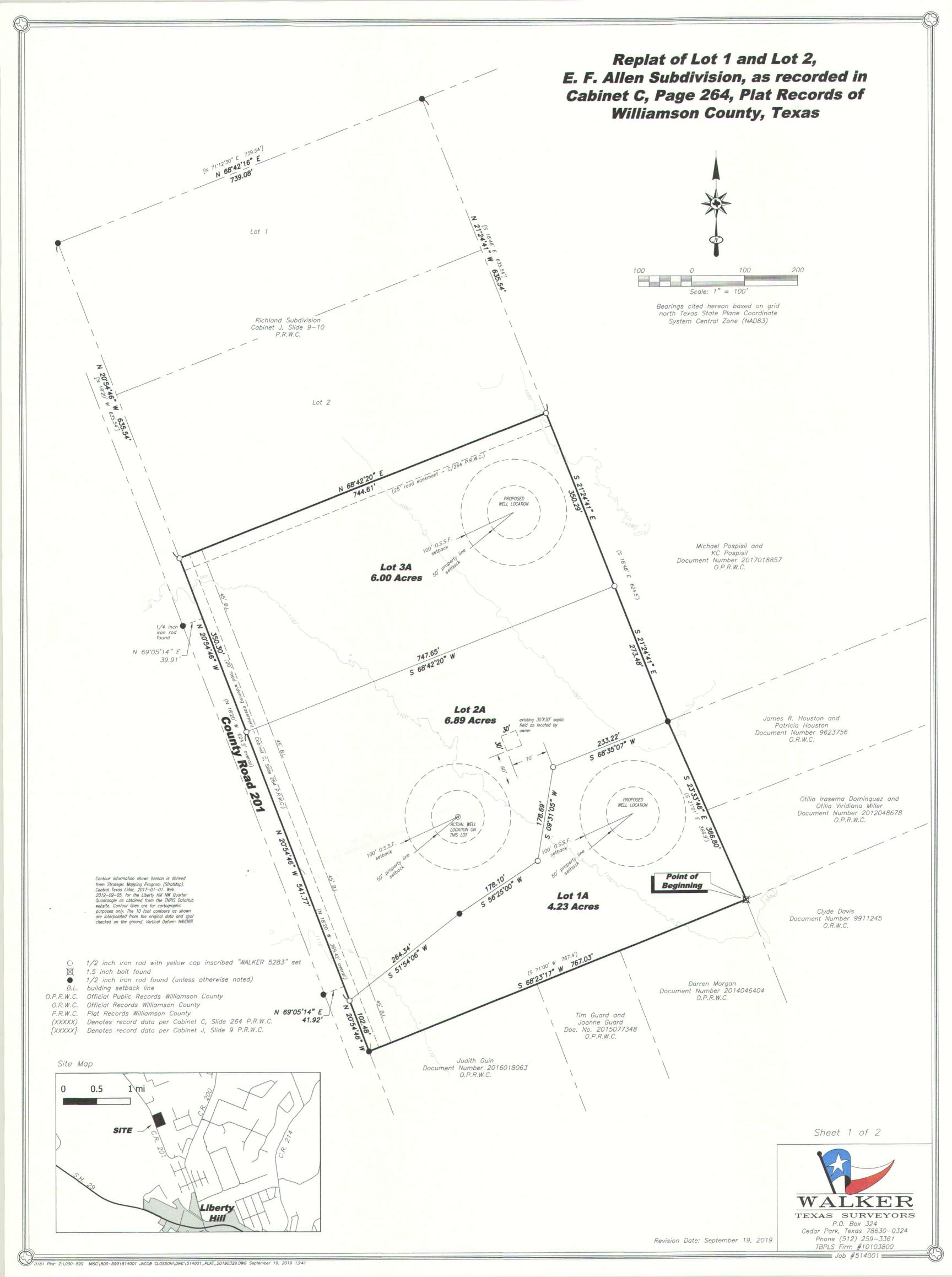
#### replat - Lots 1 and 2 EF Allen

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 09/26/2019 11:57 AM

Form Started By: Adam Boatright Final Approval Date: 09/26/2019 Started On: 09/26/2019 11:26 AM



# Replat of Lot 1 and Lot 2, E. F. Allen Subdivision, as recorded in Cabinet C, Page 264, Plat Records of Williamson County, Texas

STATE OF TEXAS \$ \$ KNOW ALL MEN BY THESE PRESENTS; COUNTY OF WILLIAMSON \$	
I, I.V. Jack Glosson, owner of the certain tract of land shown hereon and Page 95; Volume 2065, Page 206; and Document Number 9732667, all of do hereby subdivide, said tracts as shown hereon, and do hereby consent do hereby forever dedicate to the public the roads, alleys, rights—of—way, such public purposes as Williamson County may deem appropriate, and do easements as shown on this plat are free of liens. This subdivision is to be Allen Subdivision.	the Official Records of Williamson County, Texas to all plat note requirements shown hereon, and easements and public places shown hereon for hereby state that all public roadways and
TO CERTIFY WHICH, WITNESS by my hand this 20 day of Septems.  I.V. Juck etosson PO Box 1378 Liberty Hill, TX 78642	<u>ser</u> , 20 <u>19</u>
STATE OF TEXAS \$ \$ KNOW ALL MEN BY THESE PRESENTS;	
Before me, the undersigned, a notary public in and for said county and st Glosson, known to me to be the person whose name is subscribed to the seal of office on this the	ate, on this day personally appeared I.V. Jack foregoing instrument. Given under my hand and
seal of office on this the _do day of September, 20 19.	
NOTARY PUBLIC in and for the State of Texas	STEPHANIE L PRICE Notary Public, State of Texas Comm. Expires 05-12-2020 Notary ID 126505691
STATE OF TEXAS \$ \$ KNOW ALL MEN BY THESE PRESENTS; COUNTY OF WILLIAMSON \$	
I, Kim Glosson, owner of the certain tract of land shown hereon and description of the 2065, Page 206; and Document Number 9732667, all of the 0 hereby subdivide, said tracts as shown hereon, and do hereby consent to chereby forever dedicate to the public the roads, alleys, rights—of—way, ease public purposes as Williamson County may deem appropriate, and do hereby as shown on this plat are free of liens. This subdivision is to be known as <b>Subdivision</b> .	Official Records of Williamson County, Texas do call plat note requirements shown hereon, and do ements and public places shown hereon for such a state that all public readways and except that all public readways are all public readways and except that the public readways are all public readways and except that the public readways are all public readways and except that the public readways are all public readways and except that the public readways are all public public readways and except that the public readways are all public public readways and the public public public readways are all public public readways are all public public readways and except that the public pub
TO CERTIFY WHICH, WITNESS by my hand this day of Septems	3en, 20 19.
Mary Jim Dlon on Kim Glasson PO Box 378 Liberty Hill, TX 78642	
STATE OF TEXAS \$ \$ KNOW ALL MEN BY THESE PRESENTS; COUNTY OF WILLIAMSON \$	
Before me, the undersigned, a notary public in and for said county and sto Glosson, known to me to be the person whose name is subscribed to the seal of office on this the	ate, on this day personally appeared Kim foregoing instrument. Given under my hand and
NOTARY PUBLIC in and for the State of Texas	STEPHANIE L PRICE Notary Public, State of Texas Comm. Expires 05-12-2020 Notary ID 126505691
Surveyor's Certification	
I, Brett A. Butts, Registered Professional Land Surveyor in the State of Texa correctly made from an actual survey made on the ground of the property apparent discrepancies, conflicts, overlapping of improvements, visible utility the accompanying plat, and that the corner monuments shown thereon were tract is not located within the Edwards Aquifer Recharge Zone.	legally described hereon, and that there are no lines or roads in place, except as shown on
Brett A. Butts Registered Professional Land Surveyor No. 6254  March 26, 2019 Survey Date BRE	OF BISTERS OF BISTERS OF BISTERS
Williamson County 911 Addressing Coordinator	SURV
Road name and address assignments verified this the day of 500	kmber, 20 19 A.D.
Williamson County Addressing Coordinator Williamson County OSSF	
Based upon the representations of the engineer or surveyor whose seal is a represented by the said engineer or surveyor, I find that this plat complies regulations for Williamson County and Williamson County on—site sewage facility solely upon such representations and should not be relied upon for verification County engineer's office and Williamson County disclaims any responsibility to verification of the representations, factual or otherwise, contained in this plant	with the requirements of Edwards Aquifer lity regulations. This certification is made ions of the facts alleged. The Williamson
J. Terron Evertson, PE, DR, CPM Date	1 00 11

Perimeter description of a 17.12 acre tract of land and being all of Lot 1 and Lot 2, E.F. Allen subdivision as recorded in Cabinet C, Slide 264, Plat Records of Williamson County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1-1/2 inch square bolt found for the southeast corner of said Lot 1, E.F. Allen subdivision, and for the southeast corner of this tract, said Point of Beginning also being the northeast corner of that certain tract described as 1.61 acres in a Gift Deed to Darren Morgan, dated June 17, 2014 and recorded under Document Number 2014046404 of the Official Public Records of Williamson County, Texas, and also for the northwest corner of that certain tract described as 3.01 acres of land to Clyde Davis, dated February 10, 1999 and recorded under Document Number 9911245 of the Official Records of Williamson County, Texas;

**THENCE:** S 68'23'17" W 767.03 feet with the south line of said Lot 1, E.F. Allen subdivision and this tract, and with the north lines of the following three tracts, in succession: (1) said 1.61 acre Morgan tract, (2) that certain tract described as 1.00 acre in a General Warranty Deed to Tim Guard and Joanne Guard, dated September 1, 2015, and recorded under Document Number 2015077348 of said official public records, (3) that certain tract described as 1.00 acre in a Special Warranty Deed to Judith Guin, dated February 22, 2016 and recorded under Document Number 2016018063 of said official public records; to a 1/2 inch iron rod found in the east margin of County Road 201, for the southwest corner of said Lot 1, E.F. Allen subdivision and this tract;

**THENCE:** with the east margin of County Road 201, and with the west line of this tract, and with the west line of said Lot1 and Lot 2, E.F. Allen subdivision, the following three (3) courses:

- 1. N 20°54"46" W 102.48 feet to a 1/2 inch iron rod with yellow plastic cap inscribed "Walker 5283" set,
- 2. N 20'54'46" W 541.77 feet to a 1/2 inch iron rod with yellow plastic cap inscribed "Walker 5283" set,
- 3. N 20°54'46" W 350.30 feet to a 1/2 inch iron rod with yellow plastic cap inscribed "Walker 5283" set for the northwest corner of said Lot 2, E.F. Allen subdivision, and for the northwest corner of this tract, same being the southwest corner of Lot 2, Richland Subdivision as recorded in Cabinet J, Slides 9–10 of said plat records; for reference a 1/2 inch iron rod found for the northwest corner of Lot 1, said Richland Subdivision bears N 20°54'46" W 635.54 feet;

**THENCE:** N 68'42'20" E 744.61 feet with the south line of said Lot 2, Richland Subdivision, and with the north line of said Lot 2, E.F. Allen subdivision and this tract to a 1/2 inch iron rod set in the west line of that certain tract described as 15.354 acres in a General Warranty Deed to Michael Pospisl and KC Pospisil, dated February 28, 2017 and recorded under Document Number 2017018857 of said official public records, for the northeast corner of said Lot 2, E.F. Allen subdivision, and for the northeast corner of this tract; for reference a 1/2 inch iron rod found for the northeast corner of said Lot 1, Richland subdivision bears N 21'24'41" W 635.54 feet;

**THENCE:** with the east line of this tract the following three (3) courses:

- 1. S 21°24'41" E 350.29 feet with the east line of said Lot 2, E.F. Allen subdivision, and with the west line of said 15.354 acre Pospisil tract to a 1/2 inch iron rod set,
- 2. S 21°24'41" E 273.48 feet continuing with the east line of said Lot 2, E.F. Allen subdivision to a 1/2 inch iron rod found for the southwest corner of said 15.354 acre Pospisil tract, and for the southeast corner of said Lot 2, E.F. Allen subdivision, same being the northeast corner of said Lot 1, E.F.Allen subdivision,
- 3. S 23'33'46" E 366.80 feet with the west line of that certain tract described in am Assignment of Buyer's Interest in Contract for Deed to James R. Houston and Patricia G. Houston, dated November 12, 1994 and recorded under Document Number 9623756 of said official records, and in succession, the west line of that certain tract described in a General Warranty Deed to Otilia Irasema Dominguez and Otilia Virdiana Miller, dated June 22, 2012 and recorded under Document number 2012048678 of said official public records, and with the east line of said Lot 1, E.F. Allen subdivision to the Point of Beginning.

#### Plat Notes:

- 1. Right—of—way easements for widening roadways or improving drainage shall be maintained by the landowner until road or drainage improvements are actually constructed on the property. The County has the right at any time to take possession of any road widening easement for the construction, improvement, or maintenance of the adjacent or future roadway.
- 2. The landowner assumes all risks associated with improvements located in the right-of-way or road widening easements. By placing anything in the right-of-way or road widening easements, the landowner indemnifies and holds the county, its officers, and employees harmless from any liability owing to property defects or negligence not attributable to them and acknowledges that the improvements may be removed by the county and that the owner of the improvements will be responsible for the relocation and/or replacement of the improvement.
- 3. 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.

Improvements within the county road right—of—way including, but not limited to, landscaping, irrigation lighting, custom signs, is prohibited without first obtaining an executed license agreement with Williamson County.

All public roadways and easements as shown on this plat are free of liens.

This subdivision is subject to storm—water management controls as required by Williamson County Subdivision Regulations, Section B11.1, on new development that would evoke such controls beyond existing conditions.

Except as may be modified of hereon, this replat is subject to all applicable plat notes and restrictions as set forth in the original plat of E.F. Allen Subdivision, as recorded in Cabinet C, Slide 264, in the Plat Records of Williamson County.

All sidewalks within this subdivision are to be maintained by each of the adjacent home owners.

Landscaping is prohibited within the county road right-of-way.

4. No structure or land in this plat shall hereafter be located or altered without first obtaining a certificate of compliance from the Williamson County floodplain administrator.

Except in certain isolated areas required to meet accessibility requirements, the minimum lowest finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.

- 5. 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.
- 6. Water service is provided by: On-site Private Well Wastewater service is provided by: On-site Sewage Facility Electric service is provided by: Pedernales Electric Cooperative

STATE OF TEXAS	\$ KNOW ALL MEN BY THESE DESCRIPTION	
COUNTY OF WILLIAMSON	<pre> § KNOW ALL MEN BY THESE PRESENTS; §</pre>	
hereon, for a subdivision said Court duly conside	ty Judge of Williamson County, Texas, do hereby certion having been fully presented to the Commissioner's cred, were on this day approved and that this plat is County Clerk of Williamson County, Texas.	Court of Williamson County, Texas, and by the
Bill Gravell, Jr., County Williamson County, Texa		Date
STATE OF TEXAS	8	
COUNTY OF WILLIAMSON	<pre> § KNOW ALL MEN BY THESE PRESENTS; §</pre>	
o'clock,M.,	f the County Court of said County, do hereby certify stication was filed for record in my office on the and duly recorded this the day of of said County in Document No	day of, 20, A.D., at
TO CERTIFY WHICH, WITH	ESS my hand and seal at the County Court of said	County, at my office in Georgetown, Texas, the

Nancy Rister, Clerk County Court of Williamson County, Texas

\_\_\_\_\_\_, Deputy

Sheet 2 of 2



County Engineer

Meeting Date: 10/01/2019

CR 176 at RM 2243 WSB and Associates Inc Contract Amendment No 4

Submitted By: Marie Walters, Road Bond

**Department:** Road Bond **Agenda Category:** Consent

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 4 to the CR 176 at RM 2243 contract between Williamson County and WSB & Associates, Inc. relating to the 2013 Road Bond Program. Project: P448. Funding Source: 2013 Park Bonds.

#### **Background**

Compensation Cap increased from \$720,000.00 to \$753,705.00, and increase of \$33,705.00. These additional funds are for the design and permitting as needed for construction of a shared use path (SUP) along the CR 176 corridor. This effort will be authorized under Work Authorization #3 and paid for using 2013 Park Bonds as authorized by Russell Fishbeck, Williamson County Park Director.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

CR176@RM2243-WSB-ContractAmendment4

CR176@RM2243-WSB-WA3(SUP)

Final Approval Date: 09/26/2019

#### Form Review

InboxReviewed ByDateCounty Judge Exec Asst.Andrea Schiele09/26/2

County Judge Exec Asst. Andrea Schiele 09/26/2019 11:58 AM
Form Started By: Marie Walters Started On: 09/26/2019 11:39 AM



# CONTRACT AMENDMENT NO. 4 TO WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

# WILLIAMSON COUNTY ROAD BOND PROJECT: County Road 176 at RM 2243 ("Project")

THIS CONTRACT AMENDMENT NO. 4 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 <u>WSB & Associates, Inc.</u> (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 <u>February 03</u>, 20<u>16</u> (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 \$720,000; 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 \$720,000 to \$753,705.

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: WSB & Associates	COUNTY:		
By: Signature	Ву: _	Signature	
James W. Kennedy	177 12 s-		
Printed Name		Printed Name	
Vice President Title	ea -	Title	
9-25-19			
Date	-	Date	0/4 1 /2019
			m 9/20/2019
			/



#### WORK AUTHORIZATION NO. 3

#### WILLIAMSON COUNTY ROAD BOND PROJECT: <u>CR 176 at RM 2243</u>

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated <u>February 23</u>, 20<u>16</u> and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and <u>WSB & Associates, Inc.</u> (the "Engineer").

- Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.
- Part 2. The maximum amount payable for services under this Work Authorization without modification is \$33,705.
- Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.
- Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on <u>March 31, 2020</u>. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.
- Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.
- Part 6. This Work Authorization is hereby accepted and acknowledged below.

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: WSB & Associates	COU	NTY:	
By: Signature	Ву: _	Signature	
James Kennedy			
Printed Name		Printed Name	
Vice President			
Title		Title	
9-25-19			
Date		Date	X
			1017
LIST OF ATTACHMENTS			Malas
			1 11
Attachment B - Services to be Provided by Engineer	r		
Attachment C - Work Schedule			

Attachment D - Fee Schedule

County Road 176 Limits: RM 2243 to Parkside Parkway

Williamson County, Texas

#### Work Authorization No. 3 County Road 176 RM 2243 to Parkside Parkway Williamson County, TX

#### ATTACHMENT B

#### SERVICES TO BE PROVIDED BY ENGINEER

#### **SCOPE OF SERVICES**

#### **GENERAL**

The project Scope of services for WA#3 consists of professional services required to provide for design and permitting as needed for construction of a shared use path along the CR 176 corridor. The following additional services will be provided.

#### I. PROJECT MANAGEMENT

The ENGINEER will provide project management services including the following:

- A. Provide Project Administration and Controls.
  - Prepare and submit a monthly invoice package, which shall include the Engineer's
    invoice, subconsultant invoices, and a project development status report. All
    subconsultant invoices will be reviewed for accuracy prior to submission. The
    Engineer will submit monthly progress status reports to the GEC. Progress reports
    will include: tasks completed, tasks/objectives that are planned for upcoming periods,
    lists or descriptions of items or decisions needed from the County and its
    representatives. A copy of the monthly progress report will be uploaded to
    Projectwise.
  - 2. The engineer will manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, correspond with County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.
  - 3. Coordinate and communicate with Client.
  - 4. Coordinate and communicate with project team and subconsultants.
  - 5. Coordinate and communicate with project stakeholders including Williamson County, TxDOT, and contractor.
  - 6. Coordinate and communicate with TDLR/RAS.

County Road 176
Limits: RM 2243 to Parkside Parkway

Williamson County, Texas

#### II. PLANS, SPECIFICATIONS & ESTIMATES (PS&E)

- A. Develop design details as needed for shared use path (SUP) including:
  - 1. SUP Plan Sheets and related design.
    - 1. Develop typical section of SUP. SUP structure based on details provided by Williamson County.
    - 2. Determine limits of vegetative filter strip (VSF) required to meet TCEQ WPAP requirements.
    - 3. Develop plan sheet showing limits of SUP, VSF, and HAL data.
    - 4. Develop plan sheet with profile for SUP. Profile to be based on proposed SUP elevations at 100' spacing.
    - 5. Develop table of cross slopes at 100' spacing (to be included on profile sheet).
    - 6. Develop intersection pedestrian detail sheet including pedestrian ramps and cross walks (if needed) at 2243, CR 176-A, and Parkside Parkway intersections.
    - 7. Develop plan sheet showing limits of temporary and permanent erosion control.
    - 8. Develop cross sections showing cross slope and VFS. Use cross sections to develop excavation and embankment quantities. Cross sections to be available to contractor as electronic roll plot.
    - 9. Calculate quantities/develop summaries for earthwork, SUP structure, seeding, topsoil, watering, pedestrian ramps, and erosion control.
    - 10. Respond to / address comments from GEC, TCEQ, RAS, and TDLR reviews.

#### IV. TCEQ PERMITTING

- 1. Develop Exception submission documents.
- 2. Submission meeting with TCEQ.
- 3. Remit Exception review fee.

#### **SERVICES NOT INCLUDED:**

- 1. Design details or calculations related to any drainage improvements under SUP all design based on sheet flow over SUP with no drainage structures.
- 2. TCEQ permit fees other than Exception review fee.
- 3. RAS review, approval, or permitting fees.
- 4. Any additional bidding, or contract development efforts; all work to be performed as a change-order by contractor currently under contract on CR 176 at RM 2243 project.
- 5. Any additional environmental coordination and or permitting.
- 6. Geologic Assessment; Scope presumes GA previously completed is sufficient for permitting.
- 7. Collection of survey data.

County Road 176
Limits: RM 2243 to Parkside Parkway

Williamson County, Texas

Work Authorization No. 3 County Road 176 RM 2243 to Parkside Parkway Williamson County, TX

#### ATTACHMENT C

#### PROJECT SCHEDULE

- Date of NTP is presumed to be 10/15/2019. If NTP is advanced or delayed, the following schedule will be equally advanced or delayed.
- Draft review plan sheet submission package transmitted to GEC for review and comment – 11/08/19
- Comments received 11/15/19
- Comments addressed, final plan sheets submitted for GEC review 11/22/19
- Request for TCEQ submission appointment 11/22/19
- Comments received 11/27/19
- Comments addressed, final sealed plan sheets submitted for permitting/use 12/04/19

Schedule includes numerous elements that can potentially affect proposed schedule and are beyond the control of the engineer. Delays based on Agency controlled schedules are not predictable or included in this schedule.

A ACHMEN D	_										
WA #3							İ				
			Contra Destraista Dest	Pr. Dist 1943			İ				County
PSD @ Acceptance Land			From Parkside Parkway to KM 2243	TKWBY TO IKM 2245							
WOD & ASSOCIATES, ITC										DATE	Sept 19, 2019
PROJECT: Preparation of PS&E											Sheet 1/1
				200,000	2012 Land ACCORD	00000					
TASK AND DESCRIPTION	ž	Hours	PROJECT	Hours	SENIOR	Howins	SENIOR	Hours	CADD	Direct	TOTAL
	Sheets	Sheat	MANAGER	/Sheet	ENGINEER	/Sheet	TECH	/Sheet	TECH	Expenses	
THE PROPERTY OF THE PARTY OF TH			SADOL		1		SADOR		SACOR		HOURS
PROJECT MANAGEMENT							1				
1. Prepare monthly invoice package			ŝ								2
2. Manage Project Activities			un.								2
3. Coordinate With Client			2								2
4. Coordinate with TDLR			٥								٥
5. Coordinate with stakeholders			2								2
								į			
											٥
SUBTOTAL			14				0		٥		14
. PS&E PREPARATION											
1. Develop Typical Section							_				92
2. Develop TCEQ compliant design details					12		12		o		24
3. Develop plan view sheel of proposed SUP with HAL data					3		7		Q		02
4. Develop Profile design tabular data sheet							_				9
5. Develop plan sheet with table of cross slopes					4		9		0		10
6. Develop intersection and pedestrian detail sheet							7				10
<ol> <li>Develop temporary and permanent erosion control plan sheet</li> </ol>					3		,				9
8. Develop cross sections on PDF roll plot					24		40				64
9. Calculate and tabulate quantities					9		9				12
<ol> <li>Address review comments from GEC, TCEQ, RAS, TDLR</li> </ol>					12		20				32
SUBTOTAL					73		119				192
IV. TCEQ PERMITTING											
<ol> <li>Develop Exception Submission package</li> </ol>					16		8				24
2. Submission meeting with TCEQ					4					989	4
3. Submit TCEQ Exception Fee										\$500.00	
SUBTOTAL					20		00		c	\$500.00	87
									,		
PROJECT TOTALS			14		93		127		٥	\$500.00	234
TASK AND DESCRIPTION			PROJECT		SENIOR		SENIOR		CADD		TOTAL
			MANAGER		ENGINEER		TECH		TECH		
	HOURLY RATE		\$175.00		\$160.00		\$125.00		\$50,00		
					-						
TOTAL PROJECT LABOR	TOTAL HOURS		7		93		127		٥		234
	TOTAL LABOR COST		63 450		644 890		646.876		١	0040	
		,									

**Meeting Date:** 10/01/2019

Order Regarding Annexation by the City of Georgetown

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

**Department:** Road Bond **Agenda Category:** Consent

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on an Order Regarding Annexation by the City of Georgetown Texas of Portions of CR 111 and Rockride Lane.

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount
110111710	7100011101	Decempation	7 11110 41110

#### **Attachments**

Order Regarding Annexation by the COGT of Portions of CR 111 and Rockride Lane

#### Form Review

Inbox

County Judge Exec Asst.
Charlie Crossfield (Originator)
County Judge Exec Asst.

Form Started By: Charlie Crossfield Final Approval Date: 09/26/2019

Reviewed By Date

Andrea Schiele 09/26/2019 11:11 AM
Charlie Crossfield 09/26/2019 11:25 AM
Andrea Schiele 09/26/2019 11:47 AM

Started On: 09/26/2019 10:51 AM

#### ORDER REGARDING ANNEXATION BY CITY OF GEORGETOWN, TEXAS OF PORTIONS OF CR 111 AND ROCKRIDE LANE

WHEREAS, the City of Georgetown, Texas ("City") is in the process of annexing or has already annexed certain properties abutting portions of CR 111 (Westinghouse Road or Higgs Road) and CR 110 (Rockride Lane); and

WHEREAS, the City desires to also annex abutting portions of CR 111 and CR 110 as described in Exhibits "A" and "B" attached hereto; and

WHEREAS, the County desires for the City to also annex portions of CR 111 as described in Exhibits "C" and "D" attached hereto; and

WHEREAS, Section 43.1055 now allows the County to request municipal annexation of county roadways;

NOW, THEREFORE, the Commissioners Court of Williamson County, Texas does hereby order the following:

The County hereby requests that the City of Georgetown annex those portions of CR 111 and CR 110 as described in Exhibits "A", "B", "C" and "D", attached hereto, into the city limits of Georgetown, Texas.

	8		
	SIGNED this	_ day of	, 2019.
			COUNTY JUDGE
			WILLIAM GRAVELL, JR.
<b>.</b>			
Attest:			

Nancy Rister, County Clerk

### EXHIBIT A PROPERTY DESCRIPTION

DESCRIPTION OF A RECORD 4.80 ACRE (208,959 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOSEPH MOTT SURVEY, ABSTRACT NO. 427, THE CALVIN BELL SURVEY, ABSTRACT NO. 112 AND THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21 IN WILLIAMSON COUNTY, TEXAS, SAID 4.80 ACRES BEING A PORTION OF COUNTY ROAD (C.R.) 111 KNOWN AS WESTINGHOUSE ROAD AND HIGGS ROAD AND A PORTION OF C.R. 110 KNOWN AS ROCKRIDE LANE, VARIABLE WIDTH RIGHTS-OF-WAY (R.O.W.), SAID 4.80 ACRE (208,959 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY RECORD METES AND BOUNDS AS FOLLOWS:

BEGINNING at the calculated southwesterly corner of Final Plat of Kasper, Section 7, a subdivision of record in Document No. 2019007294 of the Official Public Records of Williamson County, Texas, being an ell corner in the existing northerly R.O.W. line of said C.R. 111 (Westinghouse Road), depicted as the southwesterly corner of a 0.37 acre R.O.W. dedication by said plat, same being the southeasterly corner of that called 13.00 acre tract of land described in General Warranty Deed to Samantha Kacir and Justin Kacir recorded in Document No. 2015061464 of the Official Public Records of Williamson County, Texas, also being in the southerly City of Georgetown Corporate Limits as cited in City Annexation Ordinances 2016-13 and 2006-125, also being at the intersection of the ostensible survey lines between said Joseph Mott Survey and the Joseph Robertson Survey, Abstract No. 545 to the northwest and the Calvin Bell Survey, Abstract No. 112 to the northeast, for an ell corner and POINT OF BEGINNING of the herein described Annexation tract;

THENCE, departing said existing northerly ROW line, same being said 13.00 acre tract and said Joseph Robertson Survey, with the southerly boundary line of said Kasper, Section 7 (southerly boundary line of said 0.37 acre dedication tract and of a 0.83 acre dedication tract per said Plat), said ostensible survey line, and the southerly line of said City of Georgetown Corporate Limits (Annexation Ordinance tract No. 2016-13), N 67°38'49" E, for a distance of 650.15 feet to a calculated point, being the southeasterly corner of said Kasper, Section 7, same being the intersection with the westerly ROW line of said portion of C.R. 111 (Higgs Road), for an ell corner in the westerly boundary line of the herein described Annexation tract;

THENCE, departing said Westinghouse Road and said ostensible Survey line, with the westerly and northerly ROW lines of said Higgs Road, being the easterly line of said City of Georgetown Corporate Limits (Annexation Ordinance tract No. 2016-13), same being the westerly boundary line of the herein described tract, the following two (2) record courses:

- 2) N 19°59'46" W, at a record distance of 1208.25 feet, pass the northeasterly corner of said Kasper, Section 7, same being an angle point in the southerly boundary line of Final Plat of Kasper, Section 6B (southerly corner of Lot 42, Block V), a subdivision of record in Document No. 2019005990 of the Official Public Records of Williamson County, Texas, and continuing with said southerly boundary line for a total distance of 1313.48 feet, to a calculated ell corner;
- 3) N 68°51'49" E, at a record distance of 190.46 feet, pass the southeasterly corner of said Kasper, Section 6B, same being the southwesterly corner of Final Plat of Kasper, Section 6A (southwesterly corner Lot 37, Block V), at a record distance of 1209.42 feet, pass the southeasterly corner of said Kasper, Section 6A, same being the southwesterly corner of Amended Final Plat of Kasper, Section 1 (southwesterly corner of a variable width strip of land dedicated as ROW per said Plat), and continuing for a total distance of 1241.28 to a calculated point, being the intersection with the westerly ROW line C.R. 110 (Rockride Lane), same being the southeasterly corner of said Kasper, Section 1 and said City of Georgetown Corporate Limits (Annexation Ordinance tract No. 2016-13);
- 4) THENCE, departing said Higgs Road, with said westerly ROW line, same being the easterly line of said Kasper, Section 1 (easterly line of said variable width strip of land dedicated as ROW), and said City Corporate Limits, N 21°40'41" W, with a calculated distance of 623.18 feet to a calculated point, being the southwesterly corner that called 1.162 acre portion of said Rockride Lane annexed into the limits of the City of Georgetown by Georgetown Annexation Ordinance No. 2018-70, for the northwesterly corner of the herein described Annexation tract;

5) THENCE, departing said Kasper, Section 1, same being said City Annexation tract No. 2016-13, crossing said Rockride Lane, with the southerly line of said 1.162 acre annexation tract, N 47°17'04" E, for a record distance of 53.88 feet to the existing easterly ROW line of said Rockride Lane (C.R. 110), same being the southwesterly corner of South Rockride Subdivision, a subdivision of record in Document No. 2019034012 of the Official Public Records of Williamson County, Texas, also being the southwesterly corner of that called 0.510 acre ROW dedication tract per said Plat, also being the northwesterly corner of the remainder of that called 124.91 acre tract of land described in Deed to Marvin G. Patterson and wife, Barbara Kay Patterson recorded in Volume 510, Page 557 of the Deed Records of Williamson County, Texas, for an ell corner in said existing easterly ROW line and the northeasterly corner of the herein described Annexation tract;

THENCE, departing said 0.510 acre ROW dedication tract, with said existing easterly ROW line, same being the westerly boundary line of said remainder of the 124.91 acre tract, the following two (2) courses:

- 6) S 21°30'19" E, for a distance of 624.06 feet to a calculated angle point;
- 7) S 44°04'49" E, for a distance of 72.67 feet to a calculated angle point;
- 8) THENCE, departing said easterly ROW line, crossing said Rockride Lane (C.R. 110), S 12°59'42" E, for a distance of 70.59 feet to a calculated point in the existing southwesterly ROW line (future easterly ROW line of Rockride Lane Extension per Final Plat Bell Gin Park, Block A, Lot 2, 5.15 ac. Part of 145.13 Ac., a subdivision of record in Document No. 2018031463 of the Official Public Records of Williamson County, Texas), same being in the northeasterly boundary line of the remainder of that called 145.13 acre tract of land described in Warranty Deed to Woodmiller, L.P., Et. Al. recorded in Document No. 2007084259 of the Official Public Records of Williamson County, Texas;

THENCE, with the northeasterly ROW line of Rockride Lane (C.R. 110), transitioning into the northerly ROW line of said Higgs Road (C.R. 111), same being the northerly boundary line of said remainder tract, the following three (3) courses:

- 9) N 75°27'39" W, for a record distance of 91.62 feet to a calculated angle point;
- 10) S 81°16'54" W, for a record distance of 83.04 feet to a calculated angle point, same being the northeasterly corner of that called 0.43 acre additional ROW dedication per Final Plat Bell Gin Park, Block A, Lot 1, 5.58 Ac. Part of 145.13 Ac., a subdivision of record in Document No. 2015101375 of the Official Public Records of Williamson County, Texas;
- 11) With the easterly line of said 0.43 acre ROW dedication, S 23°07'21" E, for a record distance of 6.07 feet to a calculated ell corner;

THENCE, with the southerly line of said 0.43 acre ROW dedication tract, same being the northerly boundary line of said remainder tract, the following two (2) courses:

- 12) S 70°29'52" W, for a record distance of 55.87 feet to a calculated angle point;
- 13) S 69°01'31" W, for a record distance of 256.70 feet to the calculated northeasterly corner of said 5.15 acre, Block A, Lot 2 (Doc. No. 2018031463);
- 14) THENCE, continuing S 69°01'31" W, for a record distance of 395.15 feet to the calculated northwesterly corner of said 5.15 acre, Block A, Lot 2, same being the northeasterly corner of said 5.58 acre, Block A, Lot 1 (Doc. No. 2015101375);

**THENCE,** with the southerly and easterly lines of said 0.43 acre ROW dedication tract, same being the northerly and westerly boundary lines of said Block A, Lot 1, the following three (3) courses:

15) S 69°01'31" W, for a distance of 273.37 feet to a calculated point of curvature to the left;

- 16) Along said record curve to the left, having a delta angle of 89°10'34", a radius of 120.69 feet, an arc length of 187.84 feet and a chord which bears S 24°26'08" W, for a distance of 169.45 feet to a calculated point of tangency;
- 17) S 20°09'15" E, for a record distance of 463.72 feet to the calculated southwesterly corner of said Block A, Lot 1;
- 18) THENCE, departing said Lot 1, continuing with the easterly line of said 0.43 acre ROW dedication tract, same being the westerly boundary line of said remainder of the 145.13 acre tract, also being the existing westerly ROW line of said Higgs Road S 20°09'15" E, for a record distance of 599.70 feet to the southeasterly corner of said 0.43 acre ROW dedication tract, for an ell corner in said easterly ROW line of Higgs Road (C.R. 111), same being the northwesterly corner of future Westinghouse Road as depicted on said Document No. 2015101375 of the Official Public Records of Williamson County, Texas, for an ell corner herein;

THENCE, continuing with said westerly boundary line of said remainder of the 145.13 acre tract, also being the existing westerly ROW line of said Higgs Road and the westerly line of said future Westinghouse Road, the following three (3) courses:

- 19) With the southerly line of said 0.43 acre ROW dedication tract, S 66°23'48" W (record S 66°26'55" W), for a record distance of 4.82 feet to the southwesterly corner of said 0.43 acre ROW tract, for a calculated ell corner;
- 20) Departing said 0.43 acre ROW tract, S 20°26'31" E, for a record distance of 8.03 feet to a calculated angle point;
- 21) S 01°05'19" W, for a record distance of 52.78 feet to a calculated point, being the southwesterly corner of said remainder tract, same being the northwesterly corner of Final Plat Bell Gin Park, Block D, Lot 1, 16.28 Ac. Part of 145.13 Ac., a subdivision of record in Document No. 2013101018 of the Official Public Records of Williamson County, Texas, also being the northwesterly corner of that called 1.28 acre (southerly 1/2 of said future Westinghouse Road) ROW dedication tract per said Plat, for a point on line;

**THENCE**, departing said remainder of the 145.13 acre tract, with the westerly boundary of said Block D, Lot 1, same being said existing westerly ROW line of said Higgs Road, the following two (2) courses:

- 22) S 01°05'19" W, for a record distance of 31.14 feet, for a calculated angle point;
- 23) S 04°44'11" E, at a record distance of 29.26 feet, pass the southwesterly corner of said 1.28 acre ROW dedication tract, and continuing for a total record distance of 59.47 feet to a point in the existing northerly ROW line of said Westinghouse Road (C.R. 111), same being an angle point in the westerly boundary line of said Block d, Lot 1, also being the northeasterly corner of that called 0.23 acre tract of land described in Warranty Deed to Jonah Water Supply Corporation recorded in Volume 829, Page 330 of the Deed Records of Williamson County, Texas, for the southeasterly corner of the herein described Annexation tract;
- 24) THENCE, departing said Block D, Lot 1, with the northerly boundary lines of said 0.23 acre tract, and that called 3.01 acre (2<sup>nd</sup> tract) and that called 23.65 acre (3<sup>rd</sup> tract) of land described in Warranty Deed With Vendor's Lien to Triple Play Sportsplex, LP recorded in Document No. 2004094979 and corrected in Document No. 2005003974 both of the Official Public Records of Williamson County, Texas, same being the existing southerly ROW line of said Westinghouse Road, S 68°30'12" W, for a distance of 354.52 feet to the calculated northwesterly corner of said 23.65 acre 3<sup>rd</sup> tract, same being the northeasterly corner of that called 5.468 acre tract of land described in Donation Special Warranty Deed to Williamson County, Texas recorded in Document No. 2014004559 of the Official Public Records of Williamson County, Texas, for an angle point;
- 25) THENCE, departing said 23.65 acre tract, with the northerly boundary line of said 5.468 acre tract, same being said existing southerly ROW line of said Westinghouse Road, S 67°35'15" W, for a distance of 299.24 feet to the calculated southwesterly corner of the herein described Annexation tract;

26) THENCE, departing said 5.468 acre tract, same being said southerly ROW line, crossing said Westinghouse Road, N 22°27'22" W, for a distance of 55.17 feet to the POINT OF BEGINNING, containing 4.80 acres (208,959 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

This document was prepared under 22 TAC §663.2, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS

S

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

S

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description was determined from record information under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Lawrence M. Russo

Registered Professional Land Surveyor No. 5050

Inland Geodetics, LP

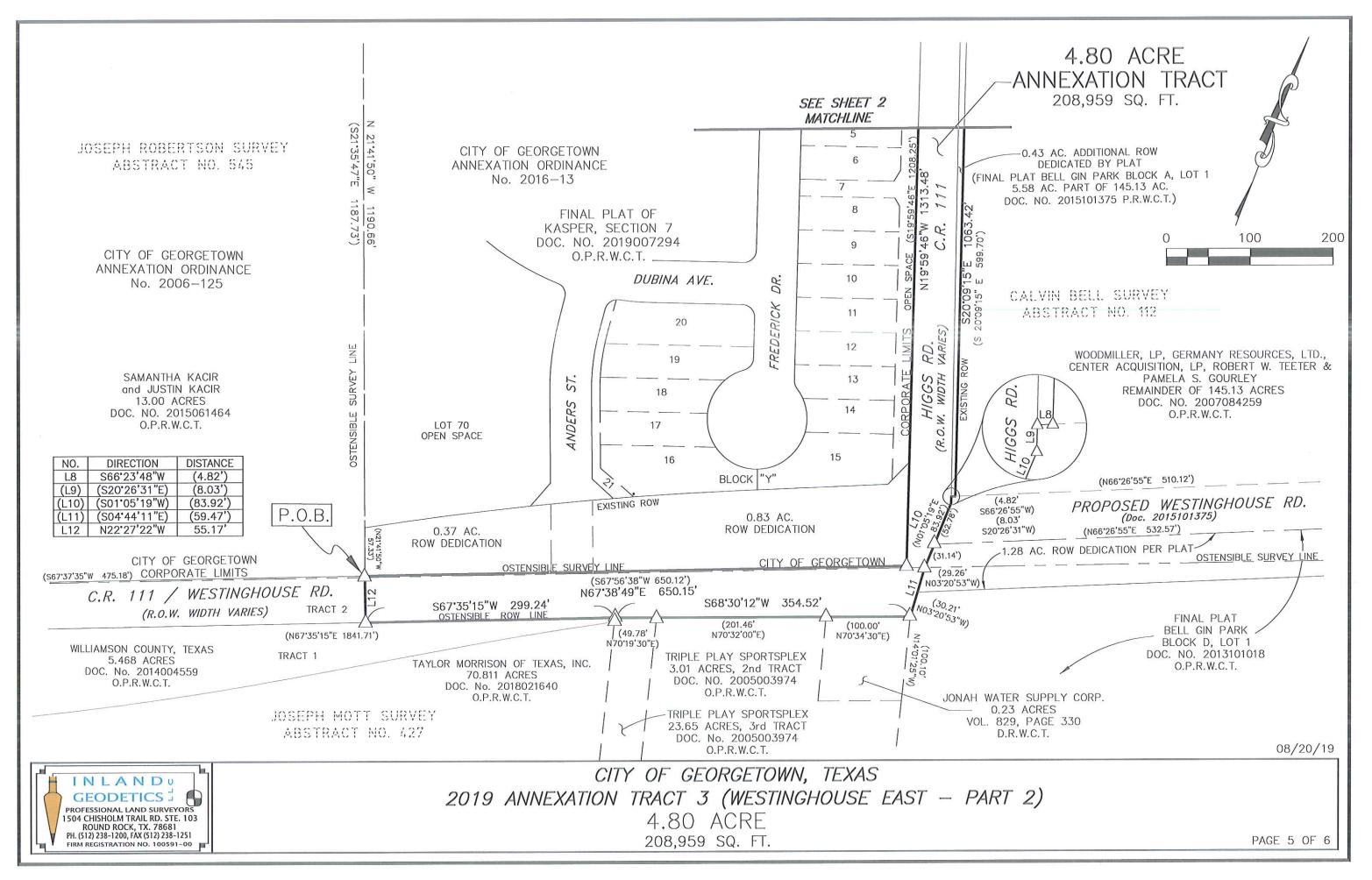
Firm Registration No: 100591-00 1504 Chisholm Trail Road, Suite 103

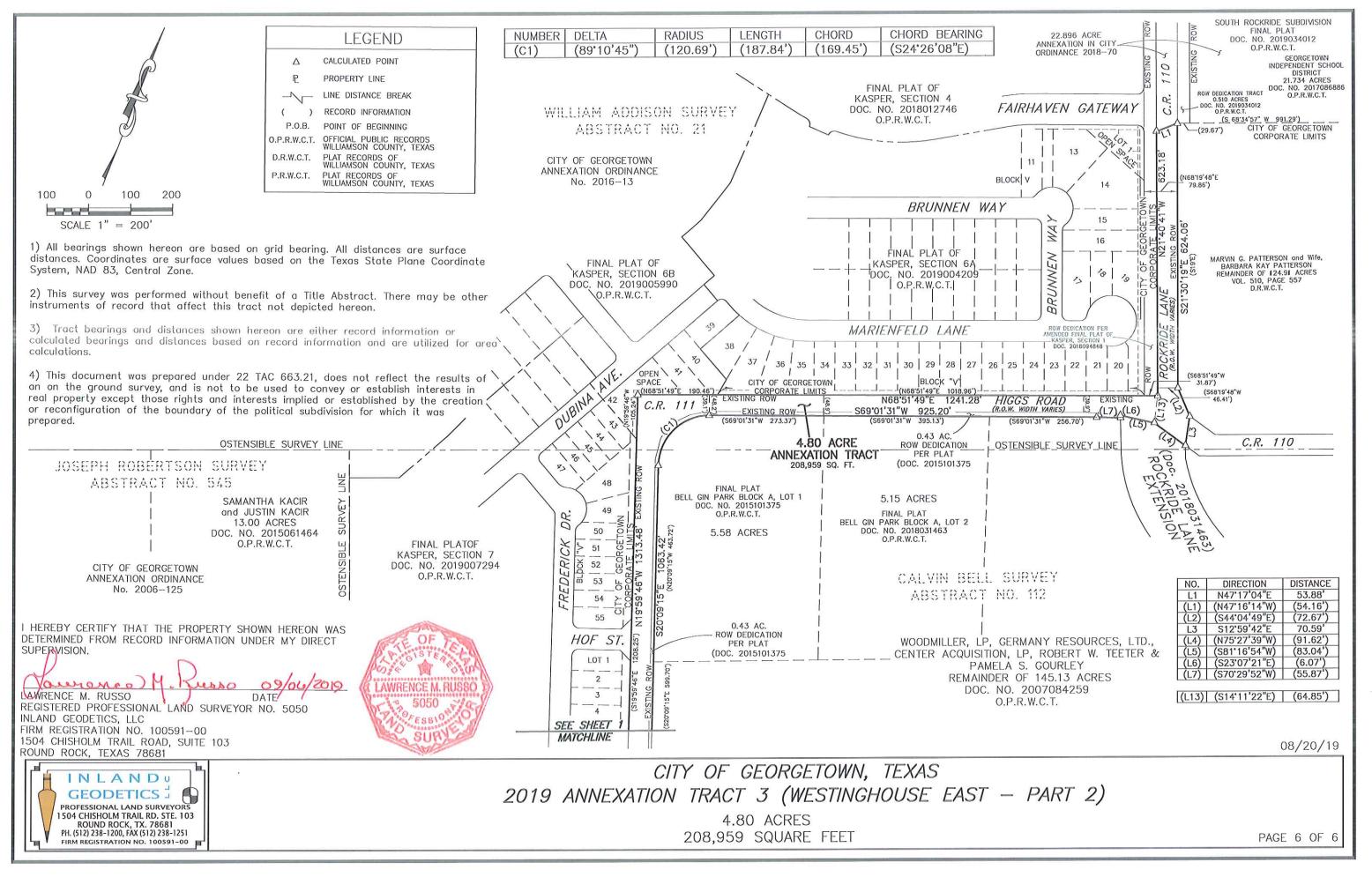
vento

Round Rock, TX 78681

(512) 238-1200







#### EXHIBIT B PROPERTY DESCRIPTION

DESCRIPTION OF A 4.24 ACRE (184,545 SQUARE FOOT) TRACT OF LAND SITUATED IN THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF ROCKRIDE LANE (RIGHT-OF-WAY WIDTH VARIES), AND A PLATTED RIGHT-OF-WAY DEDICATION BEING A PORTION OF KIRSCHMAN ACRES, A SUBDIVISION OF RECORD IN CABINET K, SLIDES 376-377, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAID 4.24 ACRE (184,545 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the westerly boundary line of the remainder of that called 164 2/3 acre tract of land cited in Documents 1999083673 of the Official Public Records of Williamson County, Texas and 1998021153 of the Official Records of Williamson County, Texas and described in Special Warranty Deed to James David Honeycutt and Wife, Margaret Ann Honeycutt recorded in Volume 2634, Page 451 of the Official Records of Williamson County, Texas, same being the most southerly southeast corner of Annexation Area 11 as cited in City Annexation Ordinance 2006-124, also being in the existing easterly Right-of-Way (ROW) line of said Rockride Lane, also being the westerly City of Georgetown Corporate Limits line as cited in City Annexation Ordinance 2006-123, Area 8, for the northeasterly corner and POINT OF BEGINNING of the herein described Annexation tract, and from which, the southwesterly corner of that called 31.16 acre tract of land in said existing easterly ROW line described in Notice of Lis Pendens between the City of Georgetown, Texas and said James David Honeycutt recorded in Document No. 2010014325 of the Official Public Records of Williamson County, Texas, said 31.16 acre tract now being a portion of Sam Houston Avenue (variable width ROW), bears N 21°26'37" W for a distance of 44.24 feet;

- 1) THENCE, with said existing easterly ROW line, S 21°26'37" E for a distance of 2939.09 feet (with the westerly boundary lines of the eight (8) tracts, listed A H below) to the calculated northwesterly corner of that called 21.734 acre tract of land described in General Warranty Deed to Georgetown Independent School District recorded in Document No. 2017086886 and depicted in South Rockride Subdivision, a subdivision of record in Document No. 2019034012 both of the Official Public Records of Williamson County, Texas, same being the southwesterly corner of that called 4.635 acre tract of land described in Warranty Deed to Eric Wayne Butzow and wife, Rhonda Talley-Butzow recorded in Document No. 2007068869 of the Official Public Records of Williamson County, Texas, also being the common corner of that called 1.162 acre (portion of said Rockride Lane) and that called 21.734 acre tract cited in City Annexation Ordinance 2018-70, for the southeasterly corner of the herein described Annexation tract;
  - A: Said James David Honeycutt's remainder of that called 164 2/3 acre tract;
  - B: Linda Brady Johnson, 52.53 acre tract, Document No. 2007084257 Official Public Records of Williamson County, Texas;
  - C: Aldon Properties, LLC, 12.892 acre tract, Document No. 2019006311 Official Public Records of Williamson County, Texas;
  - Linda Brady Johnson, 52.53 acre tract, Document No. 2007084257 Official Public Records of Williamson County, Texas;
  - E: Earl Wayne Brady, 34.19 acre tract, Document No. 2007084256 Official Public Records of Williamson County, Texas;
  - F: Gary T. Collins and Wife, Dayna J. Collins, 12.00 acre tract, Document No. 2001069029 Official Public Records of Williamson County, Texas;

- G: Jacob Robert Sedwick, 15.72 acre tract, Document No. 2007004976 Official Public Records of Williamson County, Texas;
- H: Said Eric Wayne Butzow and Wife, Rhonda Talley-Butzow's 4.635 acre tract;
- 2) THENCE, departing said 21.734 acre tract, crossing said Rockride Lane, with the northerly line of said 1.162 acre annexation tract, S 68°30'52" W for a distance of 54.36 feet to the calculated northwesterly corner of said 1.162 acre annexation tract in the easterly boundary line of Amended Final Plat of Kasper, Section 1, a subdivision of record in Document No. 2018094848 of the Official Public Records of Williamson County, Texas, same being the City of Georgetown Corporate Limits as cited in that called 207.147 acre City Annexation Ordinance 2016-13, for the southwesterly corner of the herein described Annexation tract;
- 3) THENCE, departing said 1.162 acre annexation tract, with the existing westerly ROW line of said Rockride Lane, same being the easterly boundary line of said Kasper, Section 1 and said City of Georgetown Corporate Limits per said Ordinance 2016-13, N 21°40'12" W, for a distance of 1190.67 feet to the calculated northeasterly corner of said Kasper, Section 1, same being the northeasterly corner of said City of Georgetown Corporate Limits, also being the southeasterly corner of that called 18.12 acre tract of land described in General Warranty Deed With Vendor's Lien to Blake Henderson and wife, Terilyn Henderson recorded in Document No. 2014073916 of the Official Public Records of Williamson County, Texas, for an angle point herein;
- 4) THENCE, departing said Kasper, Section 1, same being the City Corporate Limits (Ordinance 2016-13), with said westerly ROW line of Rockride Lane, same being the easterly boundary lines of said 18.12 acre tract and that called 12.00 acre tract of land described in Warranty Deed With Vendor's Lien to said Blake Henderson and wife, Terilyn Henderson recorded in Document No. 2016050026 of the Official Public Records of Williamson County, Texas, N 21°19'26" W, for a distance of 876.05 feet to the calculated northeasterly corner of said 12.00 acre tract, same being the southeasterly corner of that called 0.35 acre ROW tract described in Warranty Deed to the City of Georgetown recorded in Volume 2433, Page 131 of the Official Records of Williamson County, Texas and depicted on Kirschman Acres, a subdivision of record in Cabinet K, Slides 376-377 of the Plat Records of Williamson County, Texas, for an ell corner herein;

THENCE, with the southerly, westerly and northerly lines of said 0.35 acre ROW tract, the following three (3) courses:

- 5) S 68°37'50" W, for a distance of 35.00 feet (record) with the northerly boundary line of said 12.00 acre tract, to the calculated southwesterly corner of said 0.35 acre tract, same being the southeasterly corner of Lot 2 of said subdivision, for an ell corner;
- 6) With the easterly boundary lines of said Lot 2 and Lot 1 (10.65 acres), N 21°34′44″ W, for a distance of 436.27 feet to the calculated northwesterly corner of said 0.35 acre ROW tract, same being the northeasterly corner of said Lot 1 in the southerly boundary line of that called 15.00 acre tract of land described in Warranty Deed to Bonnie L. Lee recorded in Document No. 2005004960 of the Official Public Records of Williamson County, Texas, for an ell corner;
- 7) Departing said Lot 1, with the common boundary line of said 0.35 acre tract and said 15.00 acre tract, N 68°37'50" E, for a distance of 35.00 feet (record) to the calculated northeasterly corner of said 0.35 acre tract, same being the southeasterly corner of said 15.00 acre tract, also being in the westerly ROW line of said Rockride Lane, for an ell corner;
- 8) THENCE, departing said 0.35 acre tract with said westerly ROW line, N 21°34'00" W, for a distance of 436.15 feet (record) to a calculated northeasterly corner of said 15.00 acre tract in the southerly ROW line of Sam Houston Avenue (variable width ROW), also being in the southerly City of Georgetown Corporate Limits as cited in said City Annexation Ordinance 2006-124, for the northwesterly corner of the herein described Annexation tract;

9) THENCE, departing said existing ROW line, crossing said Rockride Lane, with said City Corporate Limits line, N 68°33'23" E, for a distance of 59.20 feet to the POINT OF BEGINNING, containing 4.24 acres (184,545 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

Ş

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description was determined from record information under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Lawrence M. Russo

Registered Professional Land Survéyor No. 5050

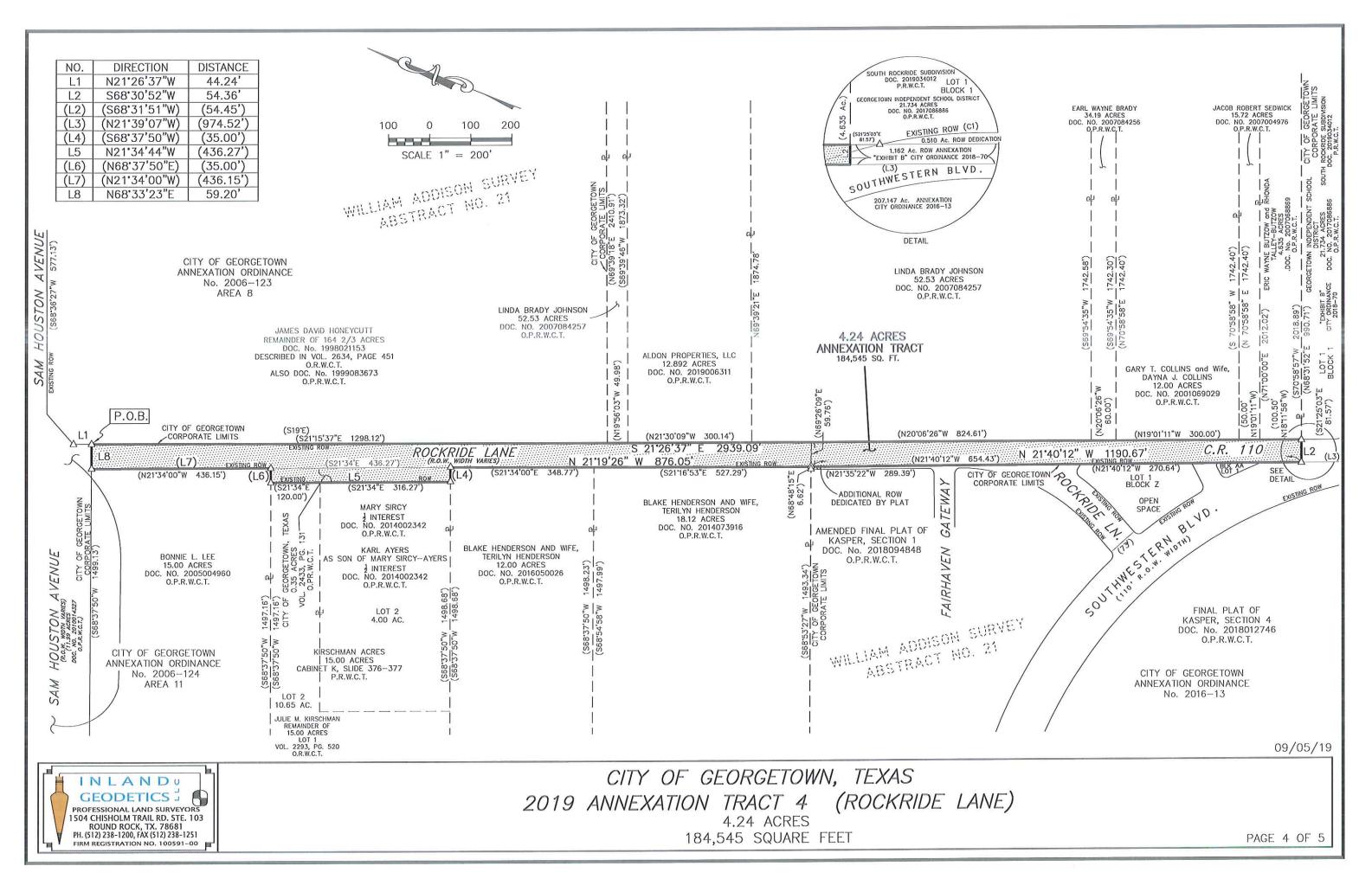
Inland Geodetics, LP

Firm Registration No: 100591-00 1504 Chisholm Trail Road, Suite 103

Round Rock, TX 78681

(512) 238-1200





#### LEGEND

△ CALCULATED POINT

1/2" IRON ROD FOUND (UNLESS NOTED)

P PROPERTY LINE

LINE DISTANCE BREAK

( ) RECORD INFORMATION
P.O.B. POINT OF BEGINNING

O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

I HEREBY CERTIFY THAT THE PROPERTY SHOWN HEREON WAS DETERMINED FROM RECORD INFORMATION UNDER MY DIRECT SUPERVISION.

AWRENCE M. RUSSO

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050

INLAND GEODETICS, LLC

FIRM REGISTRATION NO. 100591-00 1504 CHISHOLM TRAIL ROAD, SUITE 103

ROUND ROCK, TEXAS 78681

GEODETICS

PROFESSIONAL LAND SURVEYORS

ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251

FIRM REGISTRATION NO. 100591-00



1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

2) This survey was performed without benefit of a Title Abstract. There may be other instruments of record that affect this tract not depicted hereon.

3) Tract bearings and distances shown hereon are either record information or calculated bearings and distances based on record information and are utilized for area calculations.

4) This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

09/05/19



4.24 ACRES 184,545 SQUARE FEET

PAGE 5 OF 5

## EXHIBIT C PROPERTY DESCRIPTION

DESCRIPTION OF A RECORD 5.468 ACRE (238,174 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOSEPH MOTT SURVEY, ABSTRACT NO. 427 IN WILLIAMSON COUNTY, TEXAS, SAID 5.468 ACRES BEING ALL OF THAT TRACT OF LAND DESCRIBED IN DONATION SPECIAL WARRANTY DEED TO WILLIAMSON COUNTY, TEXAS RECORDED IN DOCUMENT NO. 2014004559 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 5.468 ACRE (238,174 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY RECORD METES AND BOUNDS AS FOLLOWS:

BEGINNING at the calculated southwesterly corner of said 5.468 acre tract, same being the northwesterly corner of that called 70.811 acre tract of land described in Special Warranty Deed to Taylor Morrison of Texas, Inc. recorded in Document No. 2018021640 of the Official Public Records of Williamson County, Texas, also being in the easterly boundary line of that called 38.069 acre Exhibit "A", Parcel 6 (former Missouri Pacific Railroad ROW) described in Special Warranty Deed to the City of Georgetown recorded in Volume 1970, Page 497 of the Official Records of Williamson County, Texas, for the southwesterly corner and POINT OF BEGINNING of the herein described Annexation tract;

**THENCE**, departing said 70.811 acre tract, with the common boundary line of said 5.468 acre tract and said Parcel 6, following two (2) record courses:

- 1) N 28°35'30" W for a distance of 77.01 feet to a calculated angle point;
- 2) N 28°03'00" W for a distance of 20.16 feet, to a calculated point in the existing southerly ROW line of County Road (C.R.) 111 a/k/a Westinghouse Road (variable ROW width), for the northwesterly corner of the herein described Annexation tract;

**THENCE**, departing said Parcel 6, with the existing southerly ROW line of said Westinghouse Road, following two (2) record courses:

- 3) N 69°06'30" E for a distance of 615.69 feet to a calculated angle point;
- 4) N 67°35'15" E for a distance of 1841.71 feet to a calculated point, being the northwesterly corner of that called 23.65 acre tract of land described in Warranty Deed with Vendor's Lien to Triple Play Sportsplex recorded in Document No. 2004094979 and corrected in Document No. 2005003974 both of the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described Annexation tract;
- 5) THENCE, departing said existing southerly ROW line, with the common boundary line of said 5.468 acre tract and said 23.65 acre tract, S 15°20'45" E, for a distance of 4.98 feet to the calculated northeasterly corner of said 70.811 acre tract, for the southeasterly corner of the herein described Annexation tract;

**THENCE**, departing said 23.65 acre tract, with the common boundary line of said 5.468 acre tract and said 70.811 acre tract, following eight (8) record courses:

- 6) Along a curve to the left, having a delta angle of 01°27'26", a radius of 3932.00 feet, an arc length of 177.24 feet and a chord which bears S 59°35'30" W for a distance of 177.23 feet to a calculated point of tangency;
- S 58°17'45" W for a distance of 215.35 feet to a calculated point of curvature of a curve to the right;
- 8) Along said curve to the right, having a delta angle of 01°24'30", a radius of 4068.00 feet, an arc length of 773.10 feet and a chord which bears S 63°44'30" W for a distance of 771.93 feet to a calculated point of tangency;

- 9) \$ 69°11'00" W, for a distance of 17.90 feet to a calculated angle point;
- 10) S 65°45'00" W for a distance of 300.54 feet to a calculated angle point;
- 11) S 69°11'00" W for a distance of 500.00 feet to a calculated angle point;
- 12) S 72°37'00" W for a distance of 300.54 feet to a calculated angle point;
- 13) S 69°11'00" W for a distance of 170.67 feet to the POINT OF BEGINNING, containing 5.468 acres (238,174 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

This document was prepared under 22 TAC §663.2, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

8

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description was determined from record information under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Lawrence M. Russo

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Registered Professional Land Sur√eyor No. 5050

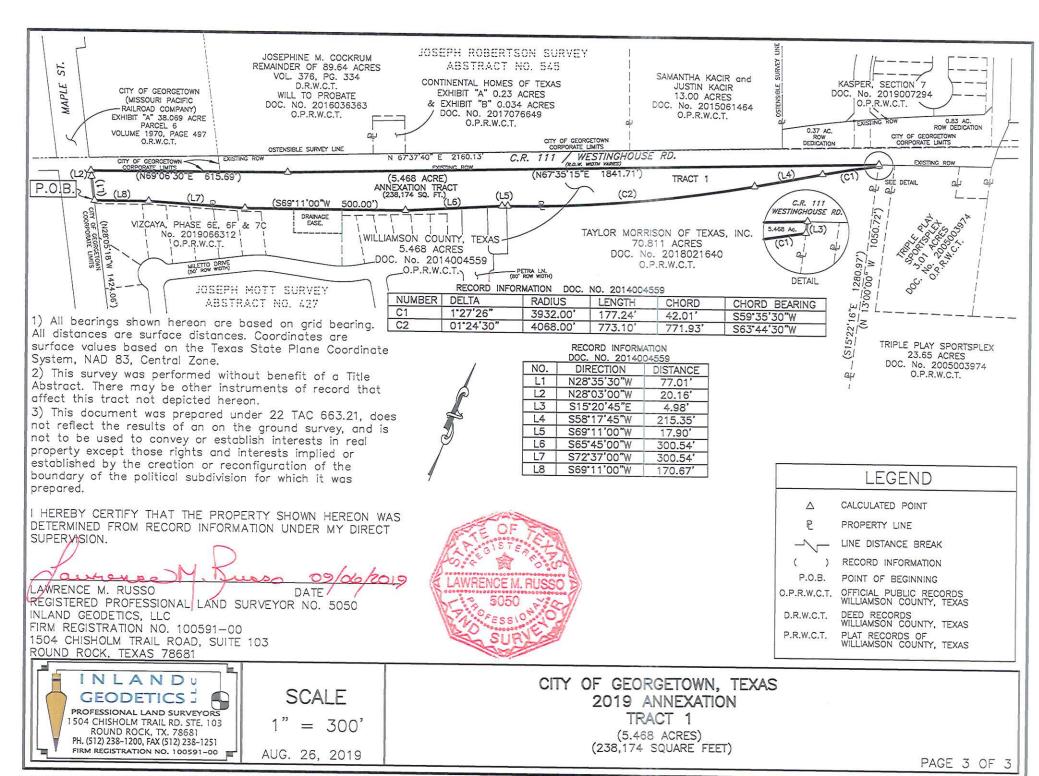
Inland Geodetics, LP

Firm Registration No: 100591-00 1504 Chisholm Trail Road, Suite 103

Round Rock, TX 78681

(512) 238-1200





# EXHIBIT D PROPERTY DESCRIPTION

DESCRIPTION OF A RECORD 2.234 ACRE (97,322 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOSEPH MOTT SURVEY, ABSTRACT NO. 427 IN WILLIAMSON COUNTY, TEXAS, SAID 2.234 ACRES BEING A PORTION OF COUNTY ROAD (C.R.) 111 KNOWN AS WESTINGHOUSE ROAD, A VARIABLE WIDTH RIGHT-OF-WAY (R.O.W.), SAID 2.234 ACRE (97,322 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY RECORD METES AND BOUNDS AS FOLLOWS:

BEGINNING at the calculated southwesterly corner of Final Plat of Kasper, Section 7, a subdivision of record in Document No. 2019007294 of the Official Public Records of Williamson County, Texas, being an ell corner in the existing northerly R.O.W. line of said Westinghouse Road, depicted as the southwesterly corner of a 0.37 acre R.O.W. dedication by said plat, same being the southeasterly corner of that called 13.00 acre tract of land described in General Warranty Deed to Samantha Kacir and Justin Kacir recorded in Document No. 2015061464 of the Official Public Records of Williamson County, Texas, also being in the southerly City of Georgetown Corporate Limits as cited in City Annexation Ordinances 2016-13 and 2006-125, also being at the intersection of the ostensible survey lines between said Joseph Mott Survey and the Joseph Robertson Survey, Abstract No. 545 to the northwest and the Calvin Bell Survey, Abstract No. 112 to the northeast, for the northeasterly corner and POINT OF BEGINNING of the herein described Annexation tract;

THENCE, departing said existing northerly ROW line, crossing said Westinghouse Road, S 22°27'22" E with a calculated distance of 55.17 feet to a calculated point in the existing southerly ROW line of Westinghouse Road, same being in the northerly boundary line of that called 5.468 acre tract of land described in Donation Special Warranty Deed to Williamson County, Texas recorded in Document No. 2014004559 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described Annexation tract;

**THENCE**, with said existing southerly ROW line of Westinghouse Road, same being said northerly boundary line of said 5.468 acre tract, the following two (2) record courses:

- 2) S 67°35'15" W with a calculated distance of 1542.47 feet, to a calculated angle point;
- 3) S 69°06'30" W with a calculated distance of 210.17 feet, to a calculated point, being in the easterly line of that called 60.80 acre City of Georgetown annexation tract described in City Annexation Ordinance 81-11, for the southwesterly corner of the herein described Annexation tract;
- 4) THENCE, departing said existing southerly ROW line, same being said 5.468 acre tract, crossing said Westinghouse Road with said easterly line of the City 60.80 acre annexation tract, N 28°09'08" W (record N 27°00'00" W) with a calculated distance of 51.09 feet to a calculated point being in the ostensible northerly ROW line of said Westinghouse Road, same being in the southerly boundary line of the remainder of that called 89.64 acre of land described in General Warranty Deed to Louis Milton Cockrum and wife, Josephine Marie Cockrum recorded in Volume 376, Page 334 of the Deed Records of Williamson County, Texas and devised and bequeathed to Josephine M. Cockrum by Will to Probate recorded in Document No. 2016036363 of the Official Records of Williamson County, Texas, also being in southerly City of Georgetown Corporate Limits at the common southerly corner of said City Annexation Ordinances 81-11 and 2006-125, also being in the ostensible Survey line between said Joseph Mott Survey and said Joseph Robertson Survey, Abstract No. 545, for the northwesterly corner of the herein described Annexation tract;

5) THENCE, with said existing northerly ROW line, same being southerly City Corporate Limit line, also with the southerly boundary lines of 1) said the Josephine M. Cockrum remainder of 89.64 acre tract, 2) that called 0.23 acre (Exhibit "A") tract of land described in Special Warranty Deed to Continental Homes of Texas, L.P. recorded in Document No. 2017076649 of the Official Public Records of Williamson County, Texas and 3) said 13.00 acre tract, N 67°37'40" E with a calculated distance of 1757.63 feet to the POINT OF BEGINNING, containing 2.234 acres (97,322 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

This document was prepared under 22 TAC §663.2, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS

S

2.

KNOW ALL MEN BY THESE PRESENTS:

**COUNTY OF WILLIAMSON** 

8

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description was determined from record information under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Lawrence M. Russo

Registered Professional Land Surveyor No. 5050

Inland Geodetics, LP

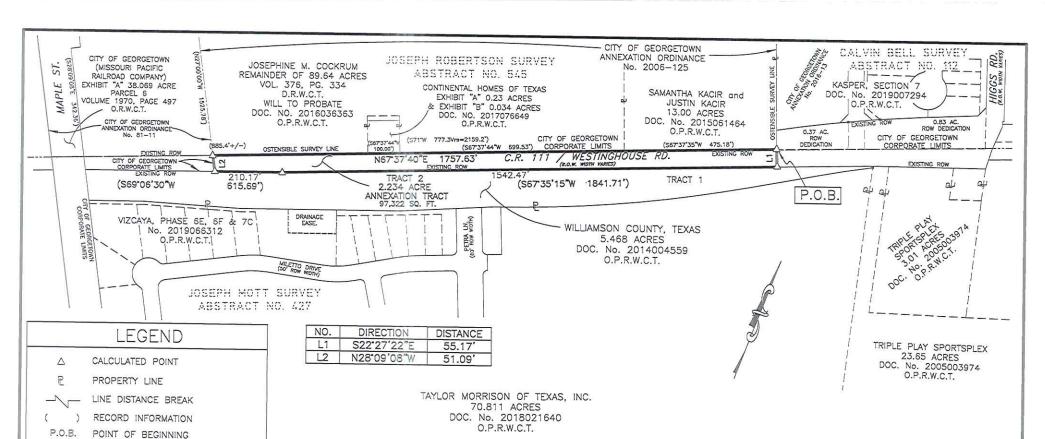
Firm Registration No: 100591-00 1504 Chisholm Trail Road, Suite 103

assorase

Round Rock, TX 78681

(512) 238-1200

LAWRENCE M. RUSSO



HEREBY CERTIFY THAT THE PROPERTY SHOWN HEREON WAS DETERMINED FROM RECORD INFORMATION UNDER MY DIRECT

SUPERVISION.

P.R.W.C.T.

LAWRENCE M. RUSSO

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050

INLAND GEODETICS, LLC

FIRM REGISTRATION NO. 100591-00 1504 CHISHOLM TRAIL ROAD, SUITE 103

O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS

WILLIAMSON COUNTY, TEXAS

PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

ROUND ROCK, TEXAS 78681



PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251 FIRM REGISTRATION NO. 100591-00

SCALF

= 300'

AUG. 28, 2019



1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

2) This survey was performed without benefit of a Title Abstract. There may be other instruments of record that affect this tract not depicted hereon.

3) Tract bearings and distances shown hereon are either record information or calculated bearings and distances based on record information and are utilized for area calculations.

4) This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

CITY OF GEORGETOWN, TEXAS 2019 ANNEXATION TRACT 2 (WESTINGHOUSE EAST - PART 1)

> 2.234 ACRES 97,322 SQUARE FEET

> > PAGE 3 OF 3

**Meeting Date:** 10/01/2019

Opioid Project Update

Submitted By: Michael Knipstein, EMS

Department: **EMS** 

Agenda Category: Regular Agenda Items

# Information

# Agenda Item

Hear presentation from Annie Burwell, Williamson County MOT Director, and discuss Opioid Emergency Response Pilot Project.

# **Background**

The presentation is intended to give the Commissioner Court an update and information on the Opioid Emergency Response Pilot Project.

# **Fiscal Impact**

From/To	Acct No.	Description	Amount

# **Attachments**

No file(s) attached.

# Form Review

Inbox **Reviewed By** Date

Andrea Schiele County Judge Exec Asst.

Form Started By: Michael Knipstein Final Approval Date: 09/24/2019

09/24/2019 04:40 PM

Started On: 09/24/2019 11:43 AM

# **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2019 Opioid Emer Resp Pilot Contract

Submitted By: Michael Knipstein, EMS

**Department:** EMS

Agenda Category: Regular Agenda Items

## Information

# Agenda Item

Discuss, consider and take appropriate action on approving the contract between Texas Health and Human Service Commission and Williamson County related to the funding for Opioid Emergency Response Pilot Project as administered by Williamson County Mobile Outreach Team.

# **Background**

This agreement provides funding for personnel and items related to Williamson County Mobile Outreach Team's work on the Opioid Emergency Response Pilot Project. The movement of this grant from the City of Round Rock to Williamson County was approved by the Williamson County Commissioner's Court on 07/30/2019. This contract outlines the terms of the contract. The contract has been reviewed by Williamson County Legal, Audit, Purchasing and Emergency Services. As another governmental entity Texas Health and Human Services Commission has requested that Williamson County first approve and sign the agreement.

# **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

## **HHSC Contract**

# Form Review

Inbox Reviewed By Date

 Hal Hawes
 Hal Hawes
 09/24/2019 03:58 PM

 County Judge Exec Asst.
 Andrea Schiele
 09/25/2019 08:25 AM

Form Started By: Michael Knipstein Final Approval Date: 09/25/2019 Started On: 09/24/2019 11:40 AM

## SIGNATURE DOCUMENT FOR

## HEALTH AND HUMAN SERVICES COMMISSION

# CONTRACT No. HHS000563100001

# I. PURPOSE

The **HEALTH AND HUMAN SERVICES COMMISSION** ("System Agency"), a pass-through entity, and **WILLIAMSON COUNTY** ("Grantee") (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for Opioid Emergency Response Pilot Project (the "Contract").

# II. <u>LEGAL AUTHORITY</u>

This Contract is authorized by and in compliance with the provisions of Texas Health and Safety Code Chapters 12 and 1001 and Texas Government Code Chapter 531, Subchapter D, to the extent applicable.

# III. DURATION

The Contract is effective on October 1, 2019 and terminates on September 29, 2020 unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. System Agency, at its sole discretion, may extend this Contract for any period(s) of time, provided the Contract term, including all extensions or renewals, does not exceed one year. Notwithstanding the limitation in the preceding sentence, System Agency, at its sole discretion, also may extend the Contract beyond four years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interest of the State.

# IV. BUDGET

The total amount of this Contract will not exceed **FIVE HUNDRED THOUSAND DOLLARS** (\$500,000.00).

All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET**.

If an Indirect Cost Rate Letter is required but it is not issued at the time of Contract execution, the Parties agree to amend the Contract to include the Indirect Cost Rate Letter as ATTACHMENT I and revise ATTACHMENT B when the Indirect Cost Rate Letter is issued.

If the System Agency, at its sole discretion, approves or acknowledges an updated indirect cost rate, the new rate, together with the revised ICR Acknowledgement Letter, ICR Acknowledgement Letter — Ten Percent De Minimis, or the ICR Agreement Letter, will be included in the revised ATTACHMENT I and amended ATTACHMENT B.

# V. REPORTING REQUIREMENTS

Grantee shall provide the following reports in accordance with Attachment A:

1. Overdose Prevention Education and Naloxone monthly report, which reports the following:

- a. number of attendees, pre and post surveys, as well as attendee profession type
- b. demographic information and pre and post surveys
- c. provision of overdose prevention education/training including demographic
- d. opioid overdose reversal application and documentation methods to track both provision of overdose reversal medication and overdose reversals
- 2. Induction onto Medications and Coordinated Treatment, which reports the following:
  - a. waivered prescribing practitioners
  - b. peer mentorship activities
  - c. policy requiring universal screening for opioid use disorder
  - d. EMS site's diversion control policy, the informed consent form, and patient engagement and retention policies.
  - e. patient induction reports including individualized plans for long term care and referrals in a SYSTEM AGENCY-approved format due on the 15th of the following month.
- 3. Peer Recovery Support
  - a. number of attendees, pre and post surveys, as well as attendee profession type.
  - b. Engagement and Retention Report
- 4. EMS Community Paramedicine Follow-up and Support Patient Engagement & Retention Report
- 5. Government Performance and Results Act (GPRA) Compliance Reports
- 6. CMBHS Security Attestation Form
- 7. CMBHS Monthly Invoices
- 8. Quarterly Financial Status Report

# VI. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency	<u>Grantee</u>
Health and Human Services Commission	Williamson County
P.O. Box 149347	710 Main Street Ste 105
Austin, TX 78714	Georgetown, TX 78628
Attention: Jennifer Molenaar	Attention: Annie Burwell

# VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

# **System Agency**

Health and Human Services Commission

P.O. Box 149347

Austin, TX 78714

Attention: General Counsel

# **Grantee**

Williamson County

710 Main Street Ste 105

Georgetown, TX 78628

Attention: Annie Burwell

# VIII. NOTICE REQUIREMENTS

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notices by providing written notice to the other Party. All notices submitted to System Agency must:

- 1. include the Contract number;
- 2. be sent to the person(s) identified in the Contract; and,
- 3. comply with all terms and conditions of the Contract.

# IX. ADDITIONAL GRANT INFORMATION

- 1. Grantee Data Universal Numbering System (DUNS) Number: 076930049
- 2. Federal Award Identification Number (FAIN): H79TI081729
- 3. Catalog of Federal Domestic Assistance (CFDA) Name and Number (list all that apply): Texas Targeted Opioid Response Number 93.788
- 4. Federal Award Date: 05/06/2019
- 5. Federal Award Period: 09/30/2018-09/29/2020
- 6. Name of Federal Awarding Agency: Department of Health and Human Services

7. Awarding Official Contact Information: Kim Thierry, 240-276-2907 <a href="mailto:kim.thierry@samhsa.hs.gov">kim.thierry@samhsa.hs.gov</a>, and or LeSchell D Browne, 240-276-1144 <a href="mailto:leschell.browne@samhsa.hhs.gov">leschell.browne@samhsa.hhs.gov</a>

SIGNATURE PAGE FOLLOWS

# SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS000563100001

HEALTH AND HUMAN SERVICES	WILLIAMSON COUNTY
COMMISSION	
Signature	Signature
	Judge Bill Gravell
Printed Name	Printed Name
Title	Title
Date	Date

THE FOLLOWING ATTACHMENTS TO ENTERPRISE AGENCY CONTRACT NO. HHS000563100001 ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A -- STATEMENT OF WORK

ATTACHMENT B - BUDGET

ATTACHMENT C-UNIFORM TERMS AND CONDITIONS

ATTACHMENT D -- SPECIAL CONDITIONS

ATTACHMENT E-- FEDERAL ASSURANCES AND CERTIFICATIONS

ATTACHMENT F -- DATA USAGE AGREEMENT

ATTACHMENT G -- CONTRACT AFFIRMATIONS

ATTACHMENT H-- FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

# ATTACHMENT A

# STATEMENT OF WORK (SOW)

# I. PURPOSE

The purpose of this program is to reduce opioid overdose death and improve access to opioid response services through partnership with Emergency Medical Services programs. Grantee will establish and provide oversight for a single-site integrated Emergency Medical Services (EMS) Opioid Response program.

EMS Opioid Response programs combine prevention, treatment, and recovery support strategies with a primary focus on reducing overdose death. EMS Opioid Response programs implement programming using four key strategies: provide overdose reversal education and disseminate opioid overdose reversal medication; provide induction onto U.S. Food and Drug Administration approved medications used to treat opioid use disorder and link patients to ongoing care; provide peer recovery support services; and provide community pre-hospital health care provider follow-up and support.

# **GOALS**

To prevent opioid overdose death and increase access to opioid treatment and recovery services. Achieve a target rate of 25 persons served per month when program is fully operational.

# TARGET POPULATION

The primary population is all Texas residents at risk for opioid overdose.

# II. GRANTEE RESPONSIBILITIES

- A. Grantee will provide integrated opioid response prevention, treatment, and recovery services and activities:
  - 1. to the identified primary population where the target population is located;
  - 2. as approved by System Agency.
  - 3. The EMS provider site must be actively serving persons within the target population no later than three months following the date of the interagency contract agreement execution.
- B. EMS Opioid Response program grantee will utilize four basic strategies to provide integrated and collaborative opioid response services:
  - 1. Overdose Prevention Education and Naloxone This strategy provides education to patients, family, friends and supportive allies on how to recognize and respond to an overdose event and provides access to opioid overdose reversal medications. Grantee will:
    - a. Coordinate System Agency approved overdose prevention education trainings for the participating EMS site. Require a minimum of 25% of clinic Page 6 of 70

- staff attend this training within three months of project start date and 75% of staff receive training within six months of project start date. Deliverable: Submit a report that details the number of attendees, pre and post surveys, as well as attendee profession type by the 15th of the fourth and seventh month.
- b. Host at least one System Agency approved overdose prevention community education training prior to the tenth month of project start. Deliverable: Submit a report that includes participant demographic information and pre and post surveys no later than the 15th of the eleventh month of the project.
- c. Provide and track overdose prevention education/training to a minimum of 25% of patients, partners, and supportive allies. Deliverable: Submit monthly reports documenting provision of overdose prevention education/training including demographic information in a System Agency approved format due on the 15th of the following month.
- d. Purchase and make available for distribution, supplies that aid in reducing opioid overdose risk including but not limited to overdose reversal kits that include overdose reversal medications. These materials should be made available concurrent with individual and group overdose prevention education and upon patient, partner, supportive ally request. Fentanyl testing supplies may not be purchased. Deliverable: On an ongoing basis, use System Agency approved opioid overdose reversal application and documentation methods to track both provision of overdose reversal medication and overdose reversals.
- C. Induction onto Medications and Coordinated Treatment- A person that survives an opioid overdose with the use of opioid overdose reversal medications immediately experiences withdrawal symptoms. Untreated symptoms often times result in a recurrence to use of opioids leaving the person vulnerable to a fatal overdose. Symptoms of withdrawal can be managed with FDA-approved medications used to treat opioid use disorder. This strategy provides induction onto medications used to treat opioid use disorder and links the person with ongoing treatment services. Grantee will:
  - 1. Designate prescriber(s) of buprenorphine for the treatment of Opioid Use Disorder (OUD), and to ensure the designated provider(s) prescribing physician, nurse practitioners, and/or physician assistants participate in DATA 2000 Waiver Training and obtain the waiver to prescribe provide buprenorphine for the treatment of opioid use disorder for each designated prescriber at each of the nine participating EMS sites within 30 days of project start date. Deliverable: Submit a report that lists waivered prescribing practitioners 45 days from contract start date.
  - 2. Participate in an ongoing System Agency approved peer mentorship program. Peer mentorship will be provided by both an EMS Opioid Response pilot

- program and Office Based Opioid Treatment provider. Deliverable: Submit monthly documentation of peer mentorship activities due on the 15th of the following month.
- 3. Provide universal screening for opioid use disorder. Deliverable: Submit documentation of each clinic's policy requiring universal screening for opioid use disorder, a copy of the screening tool within one month of contract start date, and monthly patient screening reports in a System Agency approved format due on the 15th of the following month. Establish Memorandum of Agreement (MOA)s with local Outreach Screening Assessment and Referral providers to facilitate admission into ongoing Medication Assisted Treatment. MOAs must be made available upon request.
- 4. Within 24 hours of identification of a patient with OUD, make available through a process of informed consent, induction onto buprenorphine for uninsured and under-insured patients with a diagnosis of opioid use disorder. Deliverable: Submit documentation of each EMS site's diversion control policy, the informed consent form, and patient engagement and retention policies within one month of project start date. Submit monthly patient induction reports including individualized plans for long term care and referrals in a System Agency approved format due on the 15th of the following month.
- D. Peer Recovery Support Through shared understanding, respect, and mutual empowerment, peer support workers help people become and stay engaged in the recovery process and reduce the likelihood of relapse. Peer support services can effectively extend the reach of treatment beyond the clinical setting into the everyday environment of those seeking a successful, sustained recovery process. This strategy integrates peer recovery support into a traditional primary care environment. Grant will:
  - 1. Coordinate System Agency approved recovery support education and training. Require a minimum of 25% of clinic staff attend this training within three months of project start date and 75% of staff receive training within six months of project start date. Deliverable: Submit a report during the fourth and seventh month of the project that details number of attendees, pre and post surveys, as well as attendee profession type no later than the 15th calendar day of that month.
  - 2. Contract with or staff certified peer recovery coaches. Recovery coaches must be available on an on-call basis to provide peer recovery support services for patients for a minimum of eight consecutive days after identification or induction and then once a week thereafter. Deliverable: Submit a monthly patient engagement and retention report in a System Agency approved format due on the 15th of the following month.

- E. EMS Community Paramedicine Follow-up and Support Strategy four incorporates community paramedicine, a healthcare model that allows paramedics and EMTs to expand their role to provide non-crisis public health and preventive healthcare services. Grantee will:
  - Provide follow-up and support by paramedics and EMTs to address any cooccurring opioid use disorder and primary healthcare issues to all patients
    identified as being at risk for opioid overdose or opioid use disorder.
    Paramedics and EMTs must be available to provide primary care consultation
    and support services for patients for a minimum of eight consecutive days
    after identification or induction and then once a week thereafter. Deliverable:
    Submit a monthly patient engagement and retention report in a System
    Agency approved format due on the 15<sup>th</sup> of the following month.
  - F. Grantee will submit GPRA (Government Performance and Results Act) compliance reports for individuals receiving treatment or recovery services using the funds from this contract. These reports will be completed at intake, six-month follow-up, and discharge. These reports may be conducted by phone. If only referrals are made to treatment or recovery, Grantee does not have to submit GPRA reports. Additionally, the six-month follow-up may be conducted between months five through seven, depending on the individual's availability. Deliverable: Submit the individual GPRA reports monthly by the 15th day of the following month using a System Agency approved format.

# III. REPORTING REQUIREMENTS:

Grantee will:

- 1. Submit all deliverables identified in Attachment A by the due dates specified by the System Agency. Grantee will submit documents to the designated substance abuse mailbox <a href="SubstanceAbuse.Contracts@hhsc.state.tx.us">SubstanceAbuse.Contracts@hhsc.state.tx.us</a> and <a href="ttor@hhsc.state.tx.us">ttor@hhsc.state.tx.us</a> and to the assigned contract manager, unless otherwise noted. Grantee's duty to submit required documents will survive the termination or expiration of this Contract.
- 2. Reporting Table Outlined Below:

Due Date	Report
4 <sup>th</sup> and 7 <sup>th</sup> month of project, on or before the 15th day from contract execution	Item B, 1 - Submit a report that details number of attendees, pre and post surveys, as well as attendee profession type.

11 <sup>th</sup> month, on or before the 15th day from contract execution	Item B, 2 - Provide a report of that includes participant demographic information and pre and post surveys.		
15 <sup>th</sup> of the following month	Item B, 3 - Submit monthly reports documenting provision of overdose prevention education/training including demographic information.		
Ongoing Basis	Item B, 4 - Opioid overdose reversal application and documentation methods.		
45 days from contract start date	Item C, 1 – Submit a report that lists waivered prescribing practitioners.		
15 <sup>th</sup> of the following month	Item C, 2 – Submit monthly documentation of peer mentorship activities.		
15 <sup>th</sup> of the following month	Item C, 3 – Submit Documentation of each clinic's policy requiring universal screening for opioid use disorder.		
30 days from contract execution	Item C, 4 – Submit documentation of each EMS site's diversion control policy, the informed consent form, and patient engagement and retention policies.		
45 days from contract execution	Item C, 4 - Submit monthly patient induction reports including individualized plans for long term care and referrals.		
4 <sup>th</sup> and 7 <sup>th</sup> month of project, on or before the 15th day from contract execution	Item D, 1 - Peer Recovery Support. Submit a report that details number of attendees, pre and post surveys, as well as attendee profession type.		
15 <sup>th</sup> of the following month	Item E, 1 – Patient Engagement & Retention Report.		
15 <sup>th</sup> of the following month	Item F - Government Performance and Results Act (GPRA) Compliance Reports		

15 days after contract execution, and April 15th	Item IV, E - Submit a signed CMBHS Security Attestation Form, and a list of Grantee's employees, contracted laborers and subcontractors authorized to have access to secure data.
15 <sup>th</sup> of the following month	Item V, A – CMBHS Invoices.
45 days after contract end date	Item V, B – Financial Status Report.

# IV. CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM MINIMUM REQUIREMENTS

Unless other wised noted, Grantee will:

- A. Designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current within.
- B. Establish and maintain a security policy that ensures adequate system security and protection of confidential information.
- C. Notify the CMBHS Help-desk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.
- D. Ensure that access to CMBHS is restricted to only authorized users. Performing Agency shall, within 24 hours, remove access to users who are no longer authorized to have access to secure data.
- E. In addition to CMBHS Helpdesk notification, Performing Agency shall submit a signed CMBHS Security Attestation Form and a list of Grantee's employees, contracted laborers and subcontractors authorized to have access to secure data. The CMBHS Security Attestation Form shall be submitted electronically twice a year, within fifteen (15) days of contract execution, and on April 15, 2019, to the designated Substance Abuse mailbox (SubstanceAbuse.Contracts@hhsc.state.tx.us).
- F. Document prevention, treatment, and recovery activities and services of each participant and/or patient in System Agency Clinical Management for Behavioral Health Services (CMBHS) system in accordance with the Contact and instructions provided by System Agency, unless otherwise noted. If CMBHS is unavailable, System Agency shall provide an alternative record keeping process. Grantee shall ensure the following:
- G. Maintain all documents that require participant or staff signature in the physical record for review by System Agency.
- H. Upload documentation that is handwritten and not transcribed the CMBHS record.

into

- I. Document the following in CMBHS (these data points are subject to change):
  - 1. Client
  - 2. Progress Note;
  - 3. Medication Order (for patients inducted onto Buprenorphine);
  - 4. Consent for Release of Information (including revoke consent when appropriate);
  - 5. Referral;
  - 6. Performance Measures;
  - 7. Screening (as needed);
  - 8. Psychoeducational Note to document group education and support group activities (as needed); and
  - 9. Administrative Note to document any other activities (as needed).
- J. Attend System Agency training on CMBHS documentation.

# V. INVOICE AND PAYMENT REQUIREMENTS

Grantee will:

- A. Submit monthly invoices in CMBHS for utilization of funds to support the activities within the Attachment A due no later than the 15<sup>th</sup> of the following month. The monthly invoice shall represent the activities conducted in the previous month. All supportive documents supporting the invoices shall be submitted to the assigned contract manager and the Substance Abuse Contract Mailbox: SubstanceAbuse.Contracts@hhsc.state.tx.us.
- B. Submit Financial Status Reports (FSRs) in CMBHS by the last business day of the month following the end of each quarter of the contract term. The final FSR is due within 45 days after Contract end date.

# VI. SERVICE AREA

Services or activites will be provided to Participants and/or Clients from the following Counties:

State-wide: All Counties in Texas

# ATTACHMENT B CATEGORICAL BUDGET

Contractor Name: WILLIAMSON COUNTY

Contract Number: HHS000563100001

- A. Funding from The United States Health and Humans Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMHSA) fund the System Agency Substance Use Disorder project(s), which includes this contract.
- B. System Agency Share contain funds from the Texas Targeted Opioid Response (TTOR), Catalog of Federal Domestic Assistance (CFDA) number 93.788.
- C. Grantee is not required to contribute Match for this contract.

# D. Cost Reimbursement Budget

- 1. System Agency shall provide written notification through technical guidance correspondence documenting approval of Grantee's Fiscal Year 2020 Cost Reimbursement budget. The notification shall be incorporated into the Contract, and the information will be documented in CMBHS.
- 2. The Cost Reimbursement budget documents all approved and allowable expenditures; Grantee shall *only* utilize the funding detailed in approved Cost Reimbursement Budget for approved and allowable costs. If Grantee requests to utilize funds for an expense not documented on the approved budget, Grantee shall notify, in writing, the System Agency assigned contract manager and request approval prior to utilizing the funds. System Agency shall provide written notification regarding if the requested expense is approved.
- 3. Grantee may request revisions to the approved Cost Reimbursement budgeted direct categories that exceed ten (10) percent by submitting a written request to the assigned contract manager. This change is considered a minor administrative change and does not require an amendment. The System Agency shall provide written notification if the budget revision is approved; and the assigned Contract Manager will update CMBHS, as needed.
- 4. Grantee may revise the Cost Reimbursement budget 'Equipment' and/or 'Indirect Cost' Categories, however a formal Amendment is required. Grantee shall submit to the assigned contract manager a written request to revise the budget, which includes a justification for the revisions. The assigned Contract Manager shall provide written notification stating if the requested revision is approved. If the revision is approved,

- the budget revision is *not* authorized, and funds *cannot* be utilized until the Amendment is executed and signed by both parties.
- 5. The budgeted indirect cost amount is provisional and subject to change. The System Agency reserves the right to negotiate Grantee's indirect cost amount, which may require Grantee to provide additional supporting documentation to the assigned contract manager.
- E. Any unexpended balance associated with any other System Agency Contract may not be applied to this System Agency Contract.

HHSC Uniform Terms and Conditions Version 2.16 Published and Effective: March 26, 2019 Responsible Office: Chief Counsel



Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.16.1

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# ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

#### 1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

- "Amendment" means a written agreement, signed by the Parties, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters.
- "Attachment" means documents, terms, conditions, or information added to this Contract following the Signature Document or included by reference, and made a part of this Contract.
- "Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference for all purposes.
- "<u>Deliverable</u>" means the work product(s), including all reports and project documentation, required to be submitted by Grantee to the System Agency.
- "Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.
- "<u>Federal Fiscal Year</u>" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.
- "GAAP" means Generally Accepted Accounting Principles.
- "GASB" means the Governmental Accounting Standards Board.
- "Grantee" means the Party receiving funds under this Contract. May also be referred to as "Contractor" in certain attachments.
- "Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code, or its designee.
- "HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.
- "Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:
  - any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
  - ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
  - any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
  - iv. domain name registrations; and
  - v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

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- "Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.
- "Parties" means the System Agency and Grantee, collectively.
- "Party" means either the System Agency or Grantee, individually.
- "Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.
- "Project" means specific activities of the Grantee that are supported by funds provided under this Contract.
- "Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.
- "Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.
- "Solicitation" or "Request for Applications (RFA)" means the document (including all amendments and attachments) issued by the System Agency under which applications for Program funds were requested, which is incorporated by reference for all purposes in its entirety.
- "Solicitation Response" or "Application" means Grantee's full and complete response (including any attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.
- "State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.
- "State of Texas Textravel" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.
- "Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.
- "System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, authorized representatives and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.
- "<u>Technical Guidance Letter</u>" or "<u>TGL</u>" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.
- "Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Contract or through use of any funding provided under this Contract.
- "Uniform Grant Management Standards" or "UGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas

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Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies.

#### 1.2 Interpretive Provisions

- A. The meanings of defined terms include the singular and plural forms.
- B. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- D. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
- E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- F. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- G. All Attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
- J. Time is of the essence in this Contract.

## ARTICLE II. PAYMENT METHODS AND RESTRICTIONS

# 2.1 PAYMENT METHODS

- A. Except as otherwise provided by this Contract, the payment method will be one or more of the following:
  - Cost Reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
  - Unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
  - iii. Advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has

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implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law, state and federal regulations, and at the sole discretion of the System Agency.

B. Grantee shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

# 2.2 FINAL BILLING SUBMISSION

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement or payment requests received after the deadline may not be paid.

## 2.3 FINANCIAL STATUS REPORTS (FSRs)

Except as otherwise provided, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to System Agency by the last business day of the month following the end of each quarter for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

#### 2.4 USE OF FUNDS

Grantee shall expend funds under this Contract only for approved services and for reasonable and allowable expenses directly related to those services.

#### 2.5 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

#### 2.6 PROGRAM INCOME

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use Program Income, as provided in UGMS Section III, Subpart C, .25(g)(2), to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Contract.

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#### 2.7 Nonsupplanting

Grant funds may be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds in place to support current programs and related activities.

#### 2.8 ALLOWABLE COSTS

Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The Parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

#### 2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable contracts. Grantee will provide the necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and Uniform Grant Management Standards (UGMS).

## ARTICLE III. STATE AND FEDERAL FUNDING

## 3.1 Funding

This Contract is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages, that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

## 3.2 NO DEBT AGAINST THE STATE

This Contract will not be construed as creating any debt by or on behalf of the State of Texas.

# 3.3 DEBT AND DELINQUENCIES

Grantee agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

## 3.4 RECAPTURE OF FUNDS

A. At its sole discretion, the System Agency may i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s), or ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice -

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- any funds erroneously paid by System Agency which are not expressly authorized under the Contract.
- B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

#### ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

#### 4.1 ALLOWABLE COSTS

A. System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include, but are not limited to:

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local, and Tribal Governments	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

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For-profit	48 CFR Part 31,	2 CFR Part	200,	2 CFR Part 200 and
Organization	Contract Cost	Subpart F	and	UGMS
other than a	Principles and	UGMS		
hospital and an	Procedures, or			
organization	Uniform cost			
named in OMB	accounting		)	
Circular A-122	standards that			
(2 CFR Part,	comply with cost			
230) as not	principles	1		
subject to that	acceptable to the			
circular.	federal or state			
	awarding agency			

B. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

#### 4.2 AUDITS AND FINANCIAL STATEMENTS

## A. Audits

- HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee will be subject to the sanctions and remedies for non-compliance with this Contract.
- ii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.
- iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS.
- iv. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits.
- v. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

## B. Financial Statements

Each Grantee that does not meet the expenditure threshold for a single audit or programspecific audit, must provide financial statements.

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#### 4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

#### A. Audits

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically one copy of the single audit or program-specific audit to the System Agency via:

i. HHS portal at: or,

https://hhsportal.hhs.state.tx.us/heartwebextr/hhseSau

ii. Email to: single audit report@hhsc.state.tx.us.

#### B. Financial Statements

Due no later than nine months after the Grantee's fiscal year end, Grantees which are not required to submit an audit, shall submit electronically financial statements via:

i. HHS portal at:

https://hhsportal.hhs.state.tx.us/heartwebextr/hhseSau; or,

ii. Email to: single audit report@hhsc.state.tx.us.

# ARTICLE V. AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

#### 5.1 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the Grantee has reviewed the General Affirmations and that Grantee is in compliance with all requirements.

#### 5.2 FEDERAL ASSURANCES

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Assurances and that Grantee is in compliance with all requirements.

## 5.3 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

## ARTICLE VI. INTELLECTUAL PROPERTY

# 6.1 OWNERSHIP OF WORK PRODUCT

All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated

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therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Grantee agrees to execute all papers and to perform such other property rights as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

## 6.2 GRANTEE'S PRE-EXISTING WORKS

To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Contract ("Incorporated Pre-existing Works"), Grantee retains ownership of such Incorporated Pre-existing Works, and Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

# 6.3 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this **Article VI**.

# 6.4 Delivery Upon Termination or Expiration

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Contract. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Contract without the prior written consent of System Agency.

#### 6.5 SURVIVAL

The provisions and obligations of this <u>Article VI</u> survive any termination or expiration of the Contract.

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#### ARTICLE VII. RECORDS, AUDIT, AND DISCLOSURE

#### 7.1 BOOKS AND RECORDS

Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee shall maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the Contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

#### 7.2 ACCESS TO RECORDS, BOOKS, AND DOCUMENTS

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee shall produce original documents related to this Contract. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

## 7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Contract.

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## 7.4 SAO AUDIT

- A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- B. Grantee shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

#### 7.5 CONFIDENTIALITY

Grantee shall maintain as confidential, and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract.

## ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

## 8.1 CONTRACT REMEDIES

To ensure Grantee's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

- i. suspending all or part of the Contract;
- requiring the Grantee to take specific actions in order to remain in compliance with the Contract;
- iii. recouping payments made by the System Agency to the Grantee found to be in error;
- iv. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project:
- imposing any other remedies, sanctions or penalties authorized under this Contract or permitted by federal or state statute, law, regulation or rule.

## 8.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination. The System Agency's right to terminate the Contract for convenience is cumulative of all rights and remedies which exist now or in the future.

# 8.3 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

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#### i. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any, or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

## ii. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

# ARTICLE IX. MISCELLANEOUS PROVISIONS

#### 9.1 AMENDMENT

The Contract may only be amended by an Amendment executed by both Parties.

#### 9.2 INSURANCE

- A. Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.
- B. These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

## 9.3 LEGAL OBLIGATIONS

Grantee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

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#### 9.4 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Contract. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

#### 9.5 INDEMNITY

- A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS. ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
- B. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLEGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.
- C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Contract.

## 9.6 ASSIGNMENTS

- A. Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.
- B. Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

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#### 9.7 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Should Grantee subcontract any of the services required in the Contract, Grantee expressly understands and acknowledges that in entering such subcontract(s), System Agency is in no manner liable to any Subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

#### 9.8 TECHNICAL GUIDANCE LETTERS

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during work performance in the form of a Technical Guidance Letter (TGL). A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference for all purposes when it is issued.

#### 9.9 DISPUTE RESOLUTION

- A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract.
- B. If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

# 9.10 GOVERNING LAW AND VENUE

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

#### 9.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-

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enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

#### 9.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Grantee from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

## 9.13 Force Majeure

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

#### 9.14 No Waiver of Provisions

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

#### 9.15 PUBLICITY

- A. Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.
- B. Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.
- C. Contractor is prohibited from using the Work for any Contractor or third party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Contractor's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Contractor as part of the Work.

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#### 9.16 Prohibition on Non-compete Restrictions

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

#### 9.17 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

#### 9.18 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

#### 9.19 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

#### 9.20 Proper Authority

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract.

## 9.21 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- all persons employed to perform duties within Texas during the term of the Contract;
   and
- all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Contract within the United States of America.

# 9.22 CIVIL RIGHTS

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
  - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
  - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);

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- v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
- vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
- vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.
- B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications
- E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- G. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office 701 W. 51<sup>st</sup> Street, Mail Code W206 Austin, Texas 78751 Phone Toll Free: (888) 388-6332 Phone: (512) 438-4313 TTY Toll Free: (877) 432-7232

Fax: (512) 438-5885.

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#### 9.23 SYSTEM AGENCY DATA

As between the Parties, all data and information acquired, accessed, or made available to Contractor by or through System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Contractor in the course of providing data processing services in connection with Contractor's performance hereunder, (the "System Agency Data"), is owned solely by System Agency. Contractor has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Contractor to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency. For the avoidance of doubt, Contractor is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.

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v. 2.16.1 Effective 03/26/2019



Health and Human Services Commission

Special Conditions

Version 1.1

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## **HHSC SPECIAL CONDITIONS**

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Grantee Uniform Terms and Conditions -- Version 2.14

# ARTICLE I. SPECIAL DEFINITIONS

"Conflict of Interest" means a set of facts or circumstances, a relationship, or other situation under which Grantee, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Grantee's, or Subcontractor's ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Grantee or Subcontractor an unfair competitive advantage in future HHSC procurements.

"Grantee Agents" means Grantee's representatives, employees, officers, as well as any contractor or subgrantee's employees, contractors, officers, principals and agents.

"Custom Software" means Software developed as a Deliverable or in connection with the Agreement.

"Data Use Agreement" means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

"Federal Financial Participation" is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

"Item of Noncompliance" means Grantee's acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Project; (3) represent a failure of Grantee to be responsive to a request of HHSC relating to the Project under the Contract.

"Minor Administrative Change" refers to a change to the Contract that does not increase the fees or term and done in accordance with Section Section 4.01 of these Special Conditions.

"Confidential System Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Grantee; or that Grantee may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Project, which is not designated as Confidential Information in aData Use Agreement.

"State" means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

"Software" means all operating system and applications software used or created by Grantee to perform the work under the Contract.

"Third Party Software" refers to software programs or plug-ins developed by companies or individuals other than Grantee which are used in performance of the Project. It does not include items which are ancillary to the performance of the Project, such as internal systems of Grantee which were deployed by Grantee prior to the Contract and not procured to perform the Project.

"UTC" means HHSC's Uniform Terms and Conditions -- Grantee- Version 2.15

## ARTICLE II. GRANTEES PERSONNEL

## Section 2.01 QUALIFICATIONS

Grantee agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Grantee Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Grantee remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

#### Section 2.02 CONDUCT AND REMOVAL

While performing the Project, Grantee Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Grantee Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Grantee with notice and documentation regarding its concerns. Upon receipt of such notice, Grantee must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Grantee Agent from performing the Project.

# ARTICLE III. CONFIDENTIALITY

#### Section 3.01 CONFIDENTIAL SYSTEM INFORMATION

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Grantee and all Grantee Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the Project or the proper discharge of obligations and securing of rights under the Contract. Grantee will have a system in effect to protect Other Confidential Information. Any

disclosure or transfer of Other Confidential Information by Grantee, including information requested to do so by HHSC, will be in accordance with the Contract. If Grantee receives a request for Other Confidential Information, Grantee will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Grantee will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Grantee. Grantee will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Grantee all damages and liabilities caused by or arising from Grantee or Grantee Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC, Grantee WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) CAUSED BY OR ARISING FROM Grantee OR Grantee AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. Grantee WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

# ARTICLE IV. <u>MISCELLANEOUS PROVISIONS</u>

#### Section 4.01 MINOR ADMINISTRATIVE CHANGES

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the Project or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in the UTC. Upon approval of a Minor Administrative Change, HHSC and Grantee will maintain written notice that the change has been accepted in their Contract files.

#### Section 4.02 CONFLICTS OF INTEREST

Grantee warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Grantee or Grantee Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Grantee will, and require Grantee Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Grantee and Grantee Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Grantee agrees that, if after Grantee's execution of the Contract, Grantee discovers or is made aware of a Conflict of Interest, Grantee will immediately and fully disclose such interest in writing to HHSC. In addition, Grantee will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Grantee or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Grantee agrees to abide by HHSC's decision.

If HHSC determines that Grantee was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

#### Section 4.03 FLOW DOWN PROVISIONS

Grantee must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

## ARTICLE V. DSHS LEGACY PROVISIONS

## Section 5.01 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

(a) Grantee shall immediately report in writing to their contract manager when Grantee has knowledge or any reason to believe that they or any person with ownership or

# controlling interest in the organization/business, or their agent, employee, subcontractor or volunteer that is providing services under this Contract has:

- Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
- Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.
- (b) Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

## Section 5.02 NOTICE OF IRS OR TWC INSOLVENCY

Grantee shall notify in writing their assigned contract manager their insolvency, incapacity or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission within five days of the date of becoming aware of such.

#### Section 5.03 EDUCATION TO PERSONS IN RESIDENTIAL FACILITIES

Grantee shall ensure that all persons, who are housed in System Agency licensed or funded residential facilities and are 22 years of age or younger, have access to educational services as required by Texas Education Code § 29.012.

Grantee shall notify the local education agency or local early intervention program as prescribed by this Section not later than the third calendar day after the date a person who is 22 years of age or younger is placed in Grantee's residential facility

## Section 5.04 DISASTER SERVICES

In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

a. Community evacuation;

- b. Health and medical assistance:
- c. Assessment of health and medical needs;
- d. Health surveillance;
- e. Medical care personnel;
- f. Health and medical equipment and supplies;
- g. Patient evacuation;
- h. In-hospital care and hospital facility status;
- i. Food, drug and medical device safety;
- j. worker health and safety;
- k. Mental health and substance abuse;
- 1. Public health information;
- m. Vector control and veterinary services; and
- n. Victim identification and mortuary services.

# Section 5.05 Consent by Non-Parent or Other State Law to Medical Care of a Minor

Unless a federal law applies, before a Grantee or its subcontractor can provide medical, dental, psychological or surgical treatment to a minor without parental consent, informed consent must be obtained as required by Texas Family Code Chapter 32.

#### Section 5.06 TELEMEDICINE / TELEPSYCHIATRY MEDICAL SERVICES

If Grantee or its subcontractor uses telemedicine/telepsychiatry, these services shall be in accordance with the Grantee's written procedures. Grantee must use a protocol approved by Grantee's medical director and equipment that complies with the System Agency equipment standards, if applicable. Grantee's procedures for providing telemedicine service must include the following requirements:

- a. Clinical oversight by Grantee's medical director or designated physician responsible for medical leadership;
- b. Contraindication considerations for telemedicine use;
- c. Qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
- d. Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
- e. Use by credentialed licensed providers providing clinical care within the scope of their licenses;
- f. Demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
- g. Priority in scheduling the system for clinical care of individuals;
- h. Quality oversight and monitoring of satisfaction of the individuals served; and
- i. Management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites. Telemedicine Medical

Services does not include chemical dependency treatment services provided by electronic means under 25 Texas Administrative Code Rule § 448.911.

# Section 5.07 Services and Information for Persons with Limited English Proficiency

- a. Grantee shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities.
- b. Grantee shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.
- c. Grantee shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

#### Section 5.08 THIRD PARTY PAYORS

Except as provided in this Contract, Grantee shall screen all clients and may not bill the System Agency for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.

## As applicable, the Grantee shall:

- a. Enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs and bill those programs for the covered services;
- b. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
- c. Allow clients that are otherwise eligible for System Agency services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the System Agency for the deductible;
- d. Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
- e. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
- f. Bill all third party payors for services provided under this Contract before submitting any request for reimbursement to System Agency; and

g. Provide third party billing functions at no cost to the client.

#### Section 5.09 HIV/AIDS MODEL WORKPLACE GUIDELINES

Grantee shall implement System Agency's policies based on the Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), AIDS Model Workplace Guidelines for Businesses at <a href="http://www.dshs.state.tx.us/hivstd/policy/policies.shtm">http://www.dshs.state.tx.us/hivstd/policy/policies.shtm</a>, State Agencies and State Grantees Policy No. 090.021.

Grantee shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas. Health & Safety Code §§ 85.112-114.

#### Section 5.10 MEDICAL RECORDS RETENTION

Grantee shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

#### Section 5.11 NOTICE OF A LICENSE ACTION

Grantee shall notify their contract manager of any action impacting its license to provide services under this Contract within five days of becoming aware of the action and include the following:

- a. Reason for such action;
- b. Name and contact information of the local, state or federal department or agency or entity;
- c. Date of the license action; and
- d. License or case reference number.

#### Section 5.12 Interim Extension Amendment

- a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.
- b. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:
  - 1. Continue provision of services in response to a disaster declared by the governor; or
  - 2. To ensure that services are provided to clients without interruption.
- c. The System Agency will provide written notice of the interim extension amendment that

- specifies the reason for it and period of time for the extension.
- d. Grantee will provide and invoice for services in the same manner that is stated in the Contract.
- e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
- f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by the System Agency.

## Section 5.13 CHILD ABUSE REPORTING REQUIREMENT

- a. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
- b. Grantee shall develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.
- c. Grantee shall use the System Agency's Child Abuse Reporting Form located at www.System Agency.state.tx.us/childabusereporting as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

# Section 5.14 Grantee's Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

- a) Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
- b) Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Contract are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
- c) Applying to all employees and visitors in this designated area; and
- d) Providing for or referring its employees to tobacco use cessation services.

If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

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# FEDERAL ASSURANCES FOR NON-CONSTRUCTION PROJECT AND FEDERAL LOBBYING FORM

OMB Number: 4040-0007 Expiration Date: 01/31/2019

#### **ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

# PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant

- Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

   (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352)
   which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation
- Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- 7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as armended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
- 19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

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#### CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PRINTED NAME AND TITLE OF AU	THORIZED REPRESENTA	TIVE	
	<sub>ame:</sub> Judge	Middle Name:	
Last Name: Grave 1		Suffix:	
Title:			

# DATA USE AGREEMENT BETWEEN THE TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE AND ("CONTRACTOR")

	This Data Use Agreement ("DUA"), effective as of the Base Contract ("Effective Date")	, is entered
into by	and between the Texas Health and Human Services Enterprise agency	_("HHS")
and	("CONTRACTOR"), and incorporated into the terms of HHS Contract No	
in Trav	is County, Texas (the "Base Contract").	

#### ARTICLE 1.PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. 45 CFR 164.504(e)(1)-(3) This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

#### ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, et seq.) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"<u>Authorized Purpose</u>" means the specific purpose or purposes described in the <u>Scope of Work</u> of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

#### "Authorized User" means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze <u>Confidential Information</u> pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the <u>Confidential Information</u>; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the <u>Confidential Information</u> as required by this DUA.

HHS Data Use Agreement V.8.3 HIPAA Omnibus Compliant April 1, 2015

HHS	Contract No.	

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- Client Information;
- (2) <u>Protected Health Information</u> in any form including without limitation, <u>Electronic Protected Health Information</u> or <u>Unsecured Protected Health Information</u>;
  - (3) <u>Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;</u>
  - (4) Federal Tax Information;
  - (5) Personally Identifiable Information;
- (6) <u>Social Security Administration Data</u>, including, without limitation, Medicaid information;
  - (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

#### ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

## Section 3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

- (A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. 45 CFR 164.502(b)(1); 45 CFR 164.514(d)
- (B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the <u>Confidential Information</u> to any <u>Person</u> or other entity, other than <u>Authorized User's Workforce</u> or <u>Subcontractors</u> of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any <u>Event</u> or <u>Breach</u> to CONTRACTOR's management, to carry out the <u>Authorized Purpose</u> or as <u>Required by Law</u>.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. 45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101

- (C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its <u>Workforce</u> or <u>Subcontractor</u> who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. 45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)
- (D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate

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relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the <u>Confidential Information</u> until HHS has exhausted all alternatives for relief. 45 CFR 164.504(e)(2)(ii)(A)

- (E) CONTRACTOR will not attempt to re-identify or further identify <u>Confidential Information</u> or <u>De-identified Information</u>, or attempt to contact any <u>Individuals</u> whose records are contained in the <u>Confidential Information</u>, except for an <u>Authorized Purpose</u>, without express written authorization from HHS or as expressly permitted by the Base Contract. 45 CFR 164.502(d)(2)(i) and (ii) CONTRACTOR will not engage in prohibited marketing or sale of <u>Confidential Information</u>. 45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002
- (F) CONTRACTOR will not permit, or enter into any agreement with a <u>Subcontractor</u> to, create, receive, maintain, use, disclose, have access to or transmit <u>Confidential Information</u>, on behalf of CONTRACTOR without requiring that <u>Subcontractor</u> first execute the Form Subcontractor Agreement, <u>Attachment 1</u>, which ensures that the <u>Subcontractor</u> will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant <u>Confidential Information</u> and which permits more strict limitations; and 45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)
- (G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and <u>Destruction</u> of <u>Confidential Information</u> and the acts or omissions of <u>Subcontractors</u> as may be reasonably necessary to prevent unauthorized use. 45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.
- (H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. 45 CFR 164.524and 164.504(e)(2)(ii)(E)
- (I) CONTRACTOR will make <u>PHI</u> as required by <u>HIPAA</u> available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the <u>HIPAA</u>. 45 CFR 164.504(e)(2)(ii)(E) and (F)
- (J) CONTRACTOR will document and make available to HHS the <u>PHI</u> required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the <u>HIPAA</u> <u>Privacy Regulations</u>. 45 CFR 164.504(e)(2)(ii)(G) and 164.528
- (K) If CONTRACTOR receives a request for access, amendment or accounting of <u>PHI</u> by any <u>Individual</u> subject to this DUA, it will promptly forward the request to HHS; however, if it would violate <u>HIPAA</u> to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. *45 CFR 164.504(e)(2)*
- (L) CONTRACTOR will provide, and will cause its <u>Subcontractors</u> and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of <u>Confidential Information</u>. 45 CFR 164.308; 164.530(c); 1 TAC 202
- (M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and

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administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: 45 CFR 164.504(e)(ii)(1)(A)

- (1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);
- (2) CONTRACTOR obtains reasonable assurances from the <u>Person</u> to whom the information is disclosed that the Person will:
- (a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;
- (b) Use or further disclose the information only as <u>Required by Law</u> or for the <u>Authorized Purpose</u> for which it was disclosed to the <u>Person</u>; and
- (c) Notify CONTRACTOR in accordance with Section 4.01 of any <u>Event</u> or <u>Breach</u> of <u>Confidential Information</u> of which the <u>Person</u> discovers or should have discovered with the exercise of reasonable diligence. 45 CFR 164.504(e) (4) (ii) (B)
- (N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use <u>PHI</u> to provide data aggregation services to HHS, as that term is defined in the <u>HIPAA</u>, 45 C.F.R. §164.501 and permitted by <u>HIPAA</u>. 45 CFR 164.504(e)(2)(i)(B)
- (O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or <u>Destroy</u>, at HHS's election, and to the extent reasonably feasible and permissible by law, all <u>Confidential Information</u> received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or <u>Subcontractors</u> on HHS's behalf if that data contains <u>Confidential Information</u>. CONTRACTOR will certify in writing to HHS that all the <u>Confidential Information</u> that has been created, received, maintained, used by or disclosed to <u>CONTRACTOR</u>, has been <u>Destroyed</u> or returned to HHS, and that CONTRACTOR and its agents and <u>Subcontractors</u> have retained no copies thereof. Notwithstanding the foregoing, <u>CONTRACTOR</u> acknowledges and agrees that it may not <u>Destroy</u> any <u>Confidential Information</u> if federal or state law, or <u>HHS</u> record retention policy or a litigation hold notice prohibits such <u>Destruction</u>. If such return or <u>Destruction</u> is not reasonably feasible, or is impermissible by law, <u>CONTRACTOR</u> will immediately notify HHS of the reasons such return or <u>Destruction</u> is not feasible, and agree to extend indefinitely the protections of this <u>DUA</u> to the <u>Confidential Information</u> and limit its further uses and disclosures to the purposes that make the return of the <u>Confidential Information</u> not feasible for as long as <u>CONTRACTOR</u> maintains such <u>Confidential Information</u>. 45 CFR 164.504(e)(2)(ii)(J)
- (P) CONTRACTOR will create, maintain, use, disclose, transmit or <u>Destroy Confidential Information</u> in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. 45 CFR 164.306; 164.530(c)
- (Q) If CONTRACTOR accesses, transmits, stores, and/or maintains <u>Confidential Information</u>, CONTRACTOR will complete and return to HHS at <u>infosecurity@hhsc.state.tx.us</u> the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS <u>Confidential Information</u>. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of <u>Confidential Information</u> CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the <u>Authorized Purpose</u> and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS <u>Confidential Information</u> and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. *45 CFR 164.306*

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- (R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. 45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c) (privacy safeguards)
- (S) CONTRACTOR will designate and identify, subject to HHS approval, a <u>Person</u> or <u>Persons</u>, as Privacy Official 45 CFR 164.530(a)(1) and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. 45 CFR 164.308(a)(2)
- (T) CONTRACTOR represents and warrants that its <u>Authorized Users</u> each have a demonstrated need to know and have access to <u>Confidential Information</u> solely to the minimum extent necessary to accomplish the <u>Authorized Purpose</u> pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the <u>Confidential Information</u> contained in this DUA. *45 CFR 164.502*; *164.514(d)*
- (U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of <u>Authorized Users</u>, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.
- (V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and <u>Breach</u> of <u>Confidential Information</u> and an incident response plan for an <u>Event</u> or <u>Breach</u>, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. 45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)
- (W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of <u>Confidential Information</u> received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. 45 CFR 164.308; 164.514(d)
- (X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. 45 CFR 164.504(e)(2)(i)(I)
- (Y) CONTRACTOR will only conduct secure transmissions of <u>Confidential Information</u> whether in paper, oral or electronic form. A secure transmission of electronic <u>Confidential Information</u> in motion includes secure File Transfer Protocol (SFTP) or <u>Encryption</u> at an appropriate level or otherwise protected as required by rule, regulation or law. <u>HHS Confidential Information</u> at rest requires <u>Encryption</u> unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of <u>Confidential Information</u> will be through secure systems. Proof of system, media or device security and/or <u>Encryption</u> must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance

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investigation, audit or the <u>Discovery</u> of an <u>Event</u> or <u>Breach</u>. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of <u>PHIS Confidential Information</u> is a means of security. With respect to de-identification of <u>PHI</u>, "secure" means de-identified according to <u>HIPAA Privacy</u> standards and regulatory guidance. 45 CFR 164.312; 164.530(d)

- (Z) CONTRACTOR will comply with the following laws and standards if applicable to the type of Confidential Information and Contractor's <u>Authorized Purpose</u>:
  - Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
  - · The Privacy Act of 1974;
  - OMB Memorandum 07-16;
  - The <u>Federal Information Security Management Act of 2002</u> (FISMA);
  - The Health Insurance Portability and Accountability Act of 1996 (<u>HIPAA</u>) as defined in the DUA:
  - Internal Revenue <u>Publication 1075</u> Tax Information Security Guidelines for Federal, State and Local Agencies;
  - National Institute of Standards and Technology (NIST) <u>Special Publication 800-66 Revision</u>
     1 An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
  - NIST <u>Special Publications 800-53 and 800-53A</u> Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
  - NIST <u>Special Publication 800-47</u> Security Guide for Interconnecting Information Technology Systems;
  - NIST Special Publication 800-88, <u>Guidelines for Media Sanitization</u>;
  - NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
  - Any other State or Federal law, regulation, or administrative rule relating to the specific HHS
    program area that CONTRACTOR supports on behalf of HHS.

#### ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

#### Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414

- (A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any <u>Event</u> or <u>Breach</u> of <u>Confidential Information</u> to the extent and in the manner determined by HHS.
- (B) CONTRACTOR'S obligation begins at the <u>Discovery</u> of an <u>Event</u> or <u>Breach</u> and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). 45 CFR 164.404
- (C) Breach Notice:
- Initial Notice.
- a. For federal information, including without limitation, <u>Federal Tax Information</u>, <u>Social Security Administration Data</u>, and Medicaid <u>Client Information</u>, within the first, consecutive clock hour of <u>Discovery</u>, and for all other types of <u>Confidential Information</u> not more than 24 hours after

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<u>Discovery</u>, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

- b. Report all information reasonably available to CONTRACTOR about the <u>Event</u> or <u>Breach</u> of the privacy or security of <u>Confidential Information</u>. 45 CFR 164.410
- c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.
- 2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after <u>Discovery</u>, or a time within which <u>Discovery</u> reasonably should have been made by CONTRACTOR of an <u>Event</u> or <u>Breach</u> of <u>Confidential Information</u>, provide formal notification to the State, including all reasonably available information about the <u>Event</u> or <u>Breach</u>, and CONTRACTOR's investigation, including without limitation and to the extent available: For (a) (m) below: 45 CFR 164.400-414
- a. The date the Event or Breach occurred;
- b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;
- c. A brief description of the <u>Event</u> or <u>Breach; including</u> how it occurred and who is responsible (or hypotheses, if not yet determined);
- d. A brief description of CONTRACTOR's investigation and the status of the investigation;
- e. A description of the types and amount of Confidential Information involved;
- f. Identification of and number of all <u>Individuals</u> reasonably believed to be affected, including first and last name of the individual and if applicable the, <u>Legally authorized representative</u>, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;
- g. CONTRACTOR's initial risk assessment of the <u>Event</u> or <u>Breach</u> demonstrating whether individual or other notices are\_required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the <u>Confidential Information</u> or whether any legal exceptions to notification apply;
- h. CONTRACTOR's recommendation for HHS's approval as to the steps <u>Individuals</u> and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a <u>Legally Authorized Representative</u> to take on behalf of an <u>Individual</u> with special capacity or circumstances;
- i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);
- j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;
- k. Identify, describe or estimate of the <u>Persons</u>, <u>Workforce</u>, <u>Subcontractor</u>, or <u>Individuals</u> and any law enforcement that may be involved in the <u>Event</u> or <u>Breach</u>;
- 1. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the <u>Event</u> or <u>Breach</u>, but no less than every three (3) business days or as HHS Data Use Agreement V.8.3 HIPAA Omnibus Compliant April 1, 2015

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otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an <u>Event</u> or <u>Breach</u> that HHS requests following <u>Discovery</u>.

# Section 4.02 Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530

- (A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the <u>Event</u> or <u>Breach</u>, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.
- (B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an <u>Event</u> or <u>Breach</u>, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.
- (C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, <u>Persons</u> and/or <u>Individuals</u> about the <u>Event</u> or <u>Breach</u>.
- (D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such <u>Event</u> or <u>Breach</u>, or to recover or protect any <u>Confidential Information</u>, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

# Section 4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

- (A) HHS may direct CONTRACTOR to provide <u>Breach</u> notification to <u>Individuals</u>, regulators or third-parties, as specified by HHS following a <u>Breach</u>.
- (B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to <u>Individuals</u>, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.
- (C) CONTRACTOR will provide HHS with copies of distributed and approved communications.
- (D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.
- (E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

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#### ARTICLE 5. SCOPE OF WORK

<u>Scope of Work</u> means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its <u>Subcontractors</u> or agents for HHS that are described in detail in the Base Contract. The <u>Scope of Work</u>, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

#### ARTICLE 6. GENERAL PROVISIONS

#### Section 6.01 Ownership of Confidential Information

CONTRACTOR acknowledges and agrees that the <u>Confidential Information</u> is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the <u>Confidential Information</u>.

#### Section 6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose <u>PHI</u> in any manner that would not be permissible under <u>applicable law</u> if done by HHS.

#### Section 6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

#### Section 6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

- (A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.
- (B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or <u>Destroy</u> the <u>Confidential Information</u> as set forth in this DUA and to continue to safeguard the <u>Confidential Information</u> until such time as determined by HHS.
- (D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:
  - Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
  - 2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
  - 3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
  - 4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

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Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

- (E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.
- (F) The duties of CONTRACTOR or its <u>Subcontractor</u> under this DUA survive the expiration or termination of this DUA until all the <u>Confidential Information</u> is <u>Destroyed</u> or returned to HHS, as required by this DUA.

#### Section 6.05 Governing Law, Venue and Litigation

- (A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.
- (B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

#### Section 6.06 Injunctive Relief

- (A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its <u>Subcontractor</u> fails to comply with any of the terms of this DUA with respect to the <u>Confidential Information</u> or a provision of <u>HIPAA</u> or other laws or regulations applicable to Confidential Information.
- (B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its <u>Subcontractor's</u> failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

#### Section 6.07 Indemnification

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

#### Section 6.08 Insurance

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party

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insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

#### Section 6.09 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, <a href="Event">Event</a>, <a href="Breach">Breach</a>, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

#### Section 6.10 Entirety of the Contract

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

#### Section 6.11 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to <u>HIPAA</u>, or any other law applicable to <u>Confidential Information</u>, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with <u>HIPAA</u> or any other law applicable to <u>Confidential Information</u>.

HHS Data Use Agreement V.8.3 HIPAA Omnibus Compliant April 1, 2015 Page 11 of 12

DATE

HHS Contract No			
ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM HHS CONTRACT NUMBER			
The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.			
CONTRACTOR has subcontracted with (SUBCONTRACTOR) for performance of duties on behalf of CONTACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.			
HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.			
CONTRACTOR and SUBCONTRACTOR assure HHS that any <u>Breach</u> or <u>Event</u> as defined by the DUA that SUBCONTRACTOR <u>Discovers</u> will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.			
If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:			
<ol> <li>Take reasonable steps to cure the violation or end the violation, as applicable;</li> <li>If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;</li> <li>Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTACTOR's contract or arrangement.</li> </ol>			
This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.			
CONTRACTOR SUBCONTRACTOR			
BY: BY:			
NAME: NAME:			
TITLE: TITLE:			

HHS Data Use Agreement V.8.3 HIPAA Omnibus Compliant April 1, 2015 Page 12 of 12

DATE:\_\_\_

,<u>201</u>.

#### Attachment G

#### Contract Affirmations

By entering into this Contract, Grantee affirms, without exception, as follows:

- 1. Contractor represents and warrants that these General Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, Subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract.
- Contractor represents and warrants that all statements and information provided to the System Agency are current, complete, and accurate. This includes all statements and information relating in any manner to this Contract and any solicitation resulting in this Contract.
- 3. Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
- 4. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
- 5. Under Section 2155.006, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
- 6. Under Section 2261.053, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
- 7. Under Section 231.006, Texas Family Code (relating to delinquent child support), Contractor certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
- 8. Contractor certifies that: (a) the entity executing this Contract; (b) its principals; (c) its Subcontractors; and (d) any personnel designated to perform services related to this Contract are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Department or Agency. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the

- Department or Agency funding this project. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.
- 9. Contractor certifies that it, its principals, its Subcontractors, and any personnel designated to perform services related to this Contract are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity.
- 10. Contractor certifies it is in compliance with all State of Texas statutes and rules relating to procurement; and that (a) the entity executing this Contract; (b) its principals; (c) its Subcontractors; and (d) any personnel designated to perform services related to this Contract are not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at <a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a>, which Contractor may review in making this certification. Contractor acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.
- In accordance with Texas Government Code Section 669.003 (relating to contracting with the executive head of a state agency), Contractor certifies that it (1) is not the executive head of the System Agency; (2) was not at any time during the past four years the executive head of the System Agency; and (3) does not employ a current or former executive head of the System Agency.
- 12. Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
- 13. Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
- 14. Contractor represents and warrants that it will comply with Texas Government Code Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.
- 15. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Contractor will not allow any former employee of the System Agency to perform services under this Contract during the twelve (12) month period immediately following the employee's last date of employment at the System Agency.
- 16. Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of the System Agency who during the period of state service or employment participated on behalf of the System Agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the officer's or employee's service or employment with the System Agency ceased.
- 17. Contractor understands that the System Agency does not tolerate any type of fraud. The System Agency's policy is to promote consistent, legal, and ethical organizational

behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud including, but not limited to, HHS Circular C-027.

- 18. Contractor represents and warrants that it has not violated state or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. Contractor hereby assigns to System Agency any claims for overcharges associated with this Contract under 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code § 15.01, et seq.
- Contractor represents and warrants that it is not aware of and has received no notice of 19. any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included numbered paragraph 1 of these General Affirmations within the five (5) calendar years immediately preceding the execution of this Contract that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to the System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to the System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to the System Agency's consideration of entering into this Contract. In addition, Contractor represents and warrants that it shall notify the System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update the System Agency shall constitute breach of contract and may result in immediate termination of this Contract.
- 20. Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.
- 21. Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statues, codes, and other laws that pertain to this Contract.
- 22. Contractor represents and warrants that the individual signing this Contract is authorized to sign on behalf of Contractor and to bind Contractor.

#### REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

# Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Legal Name of Contractor:	FFATA Contact # 1 Name, Email and Phone Number:	
Primary Address of Contractor:	FFATA Contact #2 Name, Email and Phone Number:	
ZIP Code: 9-digits Required <u>www.usps.com</u>	DUNS Number: 9-digits Required <u>www.sam.gov</u>	
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits		
Printed Name of Authorized Representative	Signature of Authorized Representative	
Judge Bill Gravell		
Title of Authorized Representative	Date	

-1-

Department of State Health Services

Form 4734 - June 2013

# Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to
the best of my knowledge.
Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? $\square$ Yes $\square$ No
If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification. If your answer is "No", answer questions "A" and "B".
A. Certification Regarding % of Annual Gross from Federal Awards.  Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes No
B. Certification Regarding Amount of Annual Gross from Federal Awards.  Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes No
If your answer is "Yes" to both question "A" and "B", you must answer question "C". If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.
C. Certification Regarding Public Access to Compensation Information.  Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes No
If your answer is "Yes" to this question, where can this information be accessed?
If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.
Provide compensation information here:
- 2 - Department of State Health Services Form 4734 – June 2013

**Commissioners Court - Regular Session** 

**Meeting Date:** 10/01/2019

Receive updates on the Department of Infrastructure projects and issues

Submitted For: Robert Daigh Submitted By: Vicky Edwards, Infrastructure

**Department:** Infrastructure

Agenda Category: Regular Agenda Items

#### Information

## Agenda Item

Receive updates on the Department of Infrastructure projects and issues.

## **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

No file(s) attached.

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 09/18/2019 03:16 PM

Form Started By: Vicky Edwards Started On: 09/18/2019 12:14 PM Final Approval Date: 09/18/2019

24.

25.

Meeting Date: 10/01/2019

FY 2020 Indigent Defense Grant Program Resolution **Submitted By:** Pam Navarrette, County Auditor

**Department:** County Auditor

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider, and take appropriate action on approving the FY 2020 Williamson County Resolution for the Indigent Defense Grant Program.

#### **Background**

Funding period is October 1, 2019 through September 30, 2020. Approval of this resolution by Commissioner's Court is required for eligibility. The County has participated in this grant for many years. The signed resolution is due to be submitted for the Texas Indigent Defense Commission by November 15, 2019.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

FY2020 Indigent Defense Grant Program Resolution

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 09/23/2019 10:26 AM

Form Started By: Pam Navarrette Started On: 09/19/2019 01:59 PM Final Approval Date: 09/23/2019

# **2020** Williamson County Resolution Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Williamson County Commissioners Court has agreed that in the event of loss or misuse of the funds, Williamson County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

County Clerk

**Meeting Date:** 10/01/2019

Accept Edward Byrne Memorial Justice Assistance Grant for County Sheriff

Submitted For: Robert Chody Submitted By: Starla Hall, Sheriff

**Department:** Sheriff

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action authorizing the Williamson County Sheriff's Office to accept funding through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2019, Local Solicitation.

#### **Background**

The Sheriff's Office is seeking authorization to accept \$12,379.00 through the Edward Byrne Memorial JAG Program to be used for programs within the Community Liaison Unit, including Drug Abuse Resistance Education (DARE), Explorers, Citizens Academy and the 2020 Junior Deputy Academy.

This grant has no resolution or match but does require a signed Certifications and Assurances by the Chief Executive of the Applicant Government form be submitted. The Office of Justice Programs (OJP) and U.S. Department of Justice (USDOJ) require that the final grant application be made public and submitted for review to the governing body of the local unit of government for a minimum of thirty-days prior to the signing of the Certifications and Assurances document. You will note that the original grant application requested an amount of \$12,001.00, while the itemized budget totals \$12,379.00. After reviewing the application, the grant agency requested that we increase the budget to the maximum offered of \$12,379.00.

Staff recommends the following action: Approve the Sheriff's Office to accept the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2019, Local Solicitation and authorize appropriate County department personnel to complete documentation relevant to the implementation of the grant.

#### **Fiscal Impact**

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

Grants Management Request Questionnaire

**Final Grant Application** 

Cert & Assurances by CEO

#### Form Review

Inbox Reviewed By Date

Hal Hawes 09/26/2019 10:42 AM County Judge Exec Asst. Andrea Schiele 09/26/2019 11:44 AM

Form Started By: Starla Hall Started On: 09/24/2019 10:19 AM

Final Approval Date: 09/26/2019

	W.
Grant Title/Project Name:	Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2019, Local Solicitation
Department:	Sheriff's Office
Requestor:	Dana Foster
Contact Email:	dfoster@wilco.org
Contact Phone Number:	512-943-1168
Start Date:	10/1/2019
End Date:	9/30/2020
Please select request category:	Community Liaison Unit Projects
Describe the request category in detail to include all requirements.	The Community Liaison Unit manages several programs throughout the year, including the Drug Abuse Resistance Education (DARE), Explorers, Citizens Academy and 2020 Junior Deputy Academy. This grant will assist in funding these programs.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	\$12,379.00
Please provide a breakdown of the total cost above.	The amount requested will provide items used within the Community Liaison Unit's Drug Abuse Resistance Education (DARE), Explorers, Citizens Academy and 2020 Junior Deputy Academy. Items purchased will include: activity and coloring books, t-shirts, medals, graduation certificates, a banner, an educational board displaying replicas of drugs, uniforms and training items, t-shirts, wristbands, caps, reusable water bottles, balloons and crime scene presentation items, general office supplies, folding tables, coolers, and folding chairs.
Is there a match requirement?	No
If yes, describe the type and source of match.	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	

Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re- allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	N/A
How is this item request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	Many of the items we will be requesting are consumables used in the department and need to be replenished each year. Those that are for longer term use will provide items the Community Liaison Unit does not currently have.
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	There are five employees within the Community Liaison Unit. They are the primary employees required for all programs. The annual Citizens Academy and Junior Deputy academy will have approximately 15 other employees making short presentations.
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	N/A
Where will the item be stored?	All items will be stored in the Community Liaison Unit's offices.
What is the useful life of the item?	Most of the items are consumables and will be expended during the grant period. The remaining supplies should last 2-4 years.

Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	No on-going maintenance will be required.
How will this item be funded when the grant ends?	Funds will be requested through the normal budget process and, if denied, grants will be pursued.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	These programs are regular events held by the Sheriff's Office, so there will be no negative effect on the budget. The items being requested are above what has been requested in the FY2020 county budget, so should have no effect.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	Required reporting and tracking of finances traditionally needed for grants.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	Yes
ID	29
Version	1.0
Attachments	False
Created	9/23/2019 5:06 PM
Created By	Dana Foster
Modified	9/23/2019 5:06 PM
Modified By	Dana Foster

Application: Correspondence Application: Switch to ...

#### **Application Handbook**

## Overview

**Overview** 

Applicant Information This handbook allows you to complete the application process for applying to the BJA FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. At the end of the application process you will have the opportunity to view and print the SF-424 form.

**Project Information** 

Budget and Program
Attachments

Assurances and Certifications

Review SF 424

**Submit Application** 

*Type of Submission	Application Non- Construction	
*Type of Application	New If Revision, select appropriate option If Other, specify	
*Is application subject to review by state executive order 12372 process?	N/A Program has not been selected by state for review	

Continue

Help/Frequently
Asked Questions

**GMS Home** 

Log Off

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Application Correspondence Application: Switch to ...

## **Application Handbook**

# **Applicant Information**

**Overview** 

Applicant Information

**Project Information** 

Budget and Program Attachments

Assurances and Certifications

Review SF 424

**Submit Application** 

Help/Frequently
Asked Questions

**GMS Home** 

Log Off

1

a.	Г	
*Is the applicant delinquent on any federal debt	No	
*Employer Identification Number (EIN)	74-6000978	
*Type of Applicant	County	
Type of Applicant (other):		
*Organizational Unit	Sheriff's Office	
*Legal Name (Legal Jurisdiction Name)	County of Williamson	
*Vendor Address 1	701 South Main Street, Ste 301	
Vendor Address 2		
*Vendor City	Georgetown	
Vendor County/Parish		
*Vendor State	Texas	
*Vendor ZIP	78626-5700	
Point of Contact Information for matters involving this application		
Contact Prefix:	Ms.	
Contact Prefix (Other):		
Contact First Name:	Dana	
Contact Middle Initial:		
Cotnact Last Name:	Foster	
Contact Suffix:		
Contact Suffix (Other):		
Contact Title:	Office Specialist, St.	
Contact Address Line 1:	701 South Main Street, Ste 301	
Contact Address Line 2:		
Contact City:	Georgetown	
Contact State:	Texas	

Page 1 of 2

Contact Zip Code:	78626-5700
Contact Phone Number:	(512) 943-1168
Contact Fax Number:	
Contact E-mail Address:	dfoster@wilco.org

Continue

Application: Switch to ... Switch to ...

#### **Application Handbook**

# **Project Information**

\$12001.00

<u>Overview</u> Descriptive Title of Applicant's Project The Williamson County Sheriff's Office Community Liaison Unit oversees community **Applicant** projects including the Drug Abuse Resistance Education (DARE), Explorers, Citizens **Information** Academy and Junior Deputy Academy. Areas Affected by Project **Project Information** Williamson County **Budget and** <u>Program</u> **Proposed Project Attachments** \*Start Date October/ 01/ 2019 Assurances and **Certifications** \*End Date September/ 30/ 2020 Review SF 424 \*Congressional Districts of Submit Application Project Congressional District 31, TX \*Estimated Funding Help/Frequently **Asked Questions** Federal \$12001.00 **GMS Home Applicant** \$0.00 Log Off State \$0.00 Local \$0.00 Other \$0.00 Program Income \$0.00

Continue

TOTAL

Page 1 of 1

1

Application: Switch to ... **Application** Correspondence

Application Handbook This page allows you to upload the Budget Detail Worksheet, Financial Management and System of Internal Controls Questionnaire (FCQ) form. Program Narrative, and other Program attachments. Click the attach

<u>Overview</u>

button to continue.

<u>Applicant</u> **Information** 

**FCQ Attachment** 

**Project Information** 

Budget and <u>Program</u> Attachments

In accordance with the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.205, Federal agencies must have in place a framework for evaluating the risks posed by applicants before they receive a Federal award. To facilitate part of this risk evaluation, all applicants are to download, complete, and submit the Financial Management and System of Internal Controls Questionnaire.

Assurances and Certifications

Review SF 424

For your convenience your most recently submitted FCQ Form is attached below. Please review it for accuracy. If you need to make changes, please submit an updated FCQ form, that will replace your most recently submitted FCO Form.

Submit Application

Most Recently Submitted FCQ form FCQ Form.pdf

Help/Frequently **Asked Questions** 

**GMS Home** 

Log Off

DHS and ICE Information.pdf
Disclosure of Pending Applications.pdf
NIBRS Certification.pdf
Tax Payer ID and Tax Txempt Form.pdf
Budget Detail Worksheet FY2019.xlsm
Project Identifiers.pdf
Project Narrative.pdf
Lobbying Form.pdf

Continue

Please download the latest version of Adobe Acrobat Reader®.

1 Page 1 of 1 Information Regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE? **No, we do not.**
- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1? **No, we do not.**

The Williamson County Sheriff's Office currently has a Memorandum of Agreement (MOA) with the Department of Homeland Security (DHS) according to the 287(g) program allowing us to perform the functions of federal immigration agents.

# Disclosure of Pending Applications

Williamson County does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover identical cost items outlined in the budget submitted as part of this application.

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001 512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW DIRECTOR SKYLOR HEARN FREEMAN F. MARTIN RANDALL B. PRINCE DEPUTY DIRECTORS



RANDY WATSON

October 9, 2018

Sheriff Robert Chody 508 S. Rock Street Georgetown, TX 78626

# Dear Sheriff Robert Chody,

This correspondence is to inform you that the National Incident Based Reporting System (NIBRS) test data submitted by your agency has passed the edit criteria established and utilized by the Texas Department of Public Safety. **Williamson County Sheriff's Office** is, therefore, certified as an IBR agency effective with the **October 2018** submission.

As a result of your certification, you may now begin submitting monthly data in the IBR format.

You are to be commended for your efforts in the NIBRS endeavor and we thank you for your participation, patience and cooperation during the certification process.

If you have any questions regarding IBR submissions, please feel free to contact me.

Sincerely,

Elisa Hood-Waddle IBR Supervisor

Incident Based Reporting-Uniform Crime Reporting

Elisa Hoorl- Wadale

Elisa. Hood-Waddle@dps. texas. gov

Phone: 512-424-2522

TAE	Comptroller of Public	AP-152 (Rev.8-17/17)	77
SYNX	FORM .	(Rev.8-17/17)	FIVE

14.

15.

Agency name

For Comptroller's use only **Application for Texas Identification Number**  See instructions on back 3 0 0 0,5,2 1. Is this a new account? ☐ YES Mail Code 000 NO Enter Mail Code Agency number Complete Sections 1 - 5 Complete Sections 1, 2 & 5 2. Texas Identification Number (TIN) - Indicate the type of number you are providing to be used for your TIN Employer Identification Number (EIN) (9 digits) Social Security number (SSN) (9 digits) Enter the Section 1 7 4 6 0 0 0 9 7 8 number indicated Individual Taxpayer Identification Number (ITIN) (9 digits) Comptroller's assigned number (FOR STATE AGENCY USE ONLY) (11 digits) Current Texas Identification Number (FOR STATE AGENCY USE ONLY) (11 digits) 3. Are you currently reporting any Texas tax to the Comptroller's If "YES," enter Texas 7,4,6,0,0,0,9,7,8,4 office such as sales tax or franchise tax? □ NO Taxpayer Number Payee Information (Please type or print) 4. Name of payee (Individual or business to be paid) Williamson County 5. Mailing address where you want to receive payments 710 S. Main Street #301 6. (Optional) Section 2 7. (Optional) 8. (Optional) 9. City State Georgetown T, x, 7, 8, 6, 2, 6, -, 5, 7, 0, 1, Payee telephone number SIC Security Zone (Area code and number) code L type code \_\_\_\_ ( 0, 1, 2 ) 11. Ownership Codes - Check only one code by the appropriate ownership type that applies to you or your business. I - Individual Recipient (not owning a business) L - Texas Limited Partnership: If checked, enter the Texas File Number S - Sole Ownership (Individual owning a business): If checked, enter the owner's name and Social Security number (SSN) T - Texas Corporation: If checked, enter the Owner's name Texas File Number A - Professional Association: SSN / ITIN (9 digits) If checked, enter the Texas File Number Section 3 P - Partnership: If checked, enter two partner's names and C - Professional Corporation Social Securit the corporati Name \_\_\_\_ SSN / ITIN / EIN Name \_\_ SSN / ITIN / EIN N - Other: If che 12. Payment Assignment Section 4 Assignee name Assignee TIN 13. Comments 2 Section sign here

Williamson County	Jerri L Jones	
	Prepared by	Phone (Area code and number)
en The		7-30-19
signature (Applicant or authorized agent)	Date	
	Assignment date	
t? YES NO Note: A copy of th	ne assignment agreement between p	ayees must be attached.
cked, explain		
	R- Foreign (out of U.S.A.)	
(9 digits)	☐ F - Financial Institution	
	U - State agency / University	
(9 digits)	□ G- Governmental Entity	
	O- Out-of-State Corporation	e
	Texas File Number	
ion's Employer Identification Number (EIN).	If checked, enter the	

# Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N (DOJ Financial Guide, Section 3.10)

(DO) Financial Guide, Section	3.10								
A. Personnel									
Name	Position			Comp	utation				
List each name, if known.	List each position, if known.	Sho	Show annual salary rate & amount of time devoted to the project for each name/position.						
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request	
						\$0		\$0	
					Total(s)	\$0	\$0	\$0	
Narrative									

B. Fringe Benefits					
Name		Computation			
List each grant-supported position receiving fringe benefits.		Show the basis for computation.			
	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
		Total(s)	\$0	\$0	\$0
Narrative					

Purpose of Travel			ı							
	Location	Type of Expense	Basis	Computation						
ndicate the purpose of each trip or type of trip (training, advisory group meeting)	Indicate the travel destination.	Lodging, Meals, Etc.	Per day, mile, trip, Etc.							
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
			N/A					\$0		\$0
					l		Total(s)	\$0	\$0	\$0
arrative										
			•	•			•			

D. Equipment					
Item		Computation			
List and describe each item of equipment that will be purchased	Compute	e the cost (e.g., the number of each item to be purc	hased X the cost p	er item)	
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Pushcart Dolly	1	\$90.00	\$90		\$90
Folding Hand Cart	1	\$55.00	\$55		\$55
Bluetooth Speaker with PA System	1	\$160.00	\$160		\$160
Watercooler (2 pack)	1	\$100.00	\$100		\$100
Handcuffs	20	\$20.00	\$400		\$400
Folding Chairs	5	\$65.00	\$325		\$325
DARE Banner	1	\$42.00	\$42		\$42
Drug Replica Board	1	\$420.00	\$420		\$420
Red Gun	10	\$35.00	\$350		\$350
Flashlight	15	\$20.00	\$300		\$300
Radios (3 pack)	1	\$650.00	\$650		\$650
Airsoft Guns	20	\$85.00	\$1,700		\$1,700

Airsoft Gun Magazine	20	\$35.00	\$700		\$700
_		Total(s)	\$5,292	\$0	\$5,292

The following items will be used by staff at various community programs/presentations/events throughout the year: pushcart dolly, folding hand cart, Bluetooth speaker with PA system, watercoolers and folding chairs.

The following items will be used by the Explorers: handcuffs, red guns, flashlights, radios, Airsoft guns and Airsoft gun magazines.

The DARE banner and drug replica board will be used by the DARE program.

Narrative

E. Supplies					
Supply Items		Computation			
Provide a list of the types of items to be purchased with grant funds.	Describe the item and the	compute the costs. Computation: The number of ea	ch item to be pur	chased X the cost p	er item.
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Reusable Water Bottles	130	\$2.60	\$338		\$338
Reusable Water Bottles Shipping	1	\$132.00	\$132		\$132
Informational Magnets	500	\$0.65	\$325		\$325
Informational Magnets Shipping	1	\$30.00	\$30		\$30
Junior Deputy Academy Signs (including set up fees)	2	\$125.00	\$250		\$250
Pens	3	\$8.00	\$24		\$24
T-Shirts	140	\$5.50	\$770		\$770
Wristbands	200	\$0.40	\$80		\$80
Hats	130	\$4.15	\$540		\$540
Mini Patches	115	\$2.00	\$230		\$230
Nametag Kits	1	\$55.00	\$55		\$55
Certificate Paper	3	\$14.00	\$42		\$42
Permanent Markers	1	\$16.00	\$16		\$16
Disposable Gloves (Box)	4	\$11.00	\$44		\$44
Inked Fingerprint Pad	5	\$19.00	\$95		\$95
Fingerprint 10-print cards (50 pack)	4	\$16.00	\$64		\$64
Craft Paper Roll	1	\$60.00	\$60		\$60
ID Cards	2	\$18.00	\$36		\$36

Water Balloons	4	\$25.00	\$100		\$100
Certificate Holders	10	\$15.00	\$150		\$150
Activity and Coloring Books	1500	\$0.60	\$900		\$900
Tug-of-War Rope	1	\$31.00	\$31		\$31
Safe Traffic Stops Brochures (including set-up fee)	1	\$200.00	\$200		\$200
Emergency Guide Post Up	300	\$0.55	\$165		\$165
DARE Graduation Certificates	10	\$31.00	\$310		\$310
Airsoft Gun Co2 Catridges	5	\$50.00	\$250		\$250
Airsoft Gun Ammo	5	\$12.00	\$60		\$60
Class C Shirts	12	\$70.00	\$840		\$840
Class C Pants	12	\$50.00	\$600		\$600
Polo Shirts	10	\$15.00	\$150		\$150
Shirt w/Logo	20	\$10.00	\$200		\$200
		Total(s)	\$7,087	\$0	\$7,087

#### Narrative

The following supplies will be used for the Junior Deputy Academy program: Junior Academy Signs (to direct parents during drop-off and pick-up), pens, t-shirts, wristbands, hats, mini patches, nametag kits, certificate paper, permanent markers, disposable gloves, inked fingerprint pads, fingerprint 10-print cards, craft paper roll, reusable water bottles, ID cards, water balloons, certificate holders, and tug-of-war rope.

Safe Traffic Stop brochures, emergency guide post up, information magnets, and activity and coloring books will be used throughout the Community Liaison Unit in crime prevention programs.

The DARE Graduation Certificates will be given to students upon completion of the program.

The Airsoft Co2 cartridges and ammo will be used for training purposes within the Explorers program. The polo shirts, shirts with logo, and Class C shirts and pants will be provided for the students in the Explorer program. The polo shirts will be used for training and the shirts with logos will be used during physical training.

F. Construction						
Purpose	Description of Work		Computation			
Provide the purpose of the construction	Describe the construction project(s)	Compute	the costs (e.g., the number of each item to be purch	hased X the cost <sub>I</sub>	per item)	
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
			Total(s)	\$0	\$0	\$0
Narrative						

G. Subawards (Subgrants)									
Descrip	otion		Purpose		Consult	tant?			
	Provide a description of the activities to be carried out by subrecipients.		of the activities to be carried out by subrecipients.  Describe the purpose of the subaward (subgrant)		Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.				
							Total Cost	Non-Federal Contribution	Federal Request
									\$0
						Total(s)	\$0	\$0	\$0
Consultant Travel (if necessar Purpose of Travel	<i>y)</i> Location		Type of Expense				Computation		
Indicate the purpose of each trip	Location	Location Type of Expense					Computation		
or type of trip (training, advisory group meeting)	Indicate the travel destination. Hotel, airfare, per diem				Compute the cost of each type of expense X the number of people traveling				
				Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
							\$0		\$0
						Total	\$0	\$0	\$0
Narrative									
H. Procurement Contracts					1				
Descrip	otion		Purpose		Consul	tant?			
					I				

Provide a description of the produc contract and an estimate of the cost promote free and open competit separate justification must be provic in excess of the Simplified Acquisition	ts. Applicants are encouraged to tion in awarding contracts. A ded for sole source procurements		Describe the purpose of the contract		Is the subav consultant? the section explain as travel ex included in	If yes, use below to sociated penses			
							Total Cost	Non-Federal Contribution	Federal Request
									\$0
0 1: . = . ! !!!						Total(s)	\$0	\$0	\$0
Consultant Travel (if necessar			Time of Finance				Commutation		
Purpose of Travel Indicate the purpose of each trip or type of trip (training, advisory group meeting)	Location  Indicate the travel destina	ation.	Type of Expense  Hotel, airfare, per diem	Computation  Compute the cost of each type of expense X the number of people travel					traveling.
				Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
							\$0		\$0
				•		Total	\$0	\$0	\$0
Narrative									
I. Other Costs	. A			0	utatio :				
Descrip List and describe items that will be p reproduction, telephone, janito investigative or con	paid with grants funds (e.g. rent, rial, or security services, and		Sh	-	utation for computat	ion			

	Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
					\$0		\$0
				Total(s)	\$0	\$0	\$0
Narrative							

<b>Description</b> Describe what the approved rate is and how it is applied.	Compute	Computation  Compute the indirect costs for those portions of the program which allow such costs.						
	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request			
			\$0		\$0			
		Total(s)	\$0	\$0	\$0			

# **Budget Summary**

# Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

	Yea	ır 1	Yea (if nee		Yea (if nea		Yea (if nea		Yea (if nee		
Budget Category	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Total(s)
A. Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$5,292	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,292
E. Supplies	\$7,087	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,087
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$12,379	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,379
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$12,379	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,379
Does this budget contain co	nference costs w	hich is defined b	proadly to includ	e meetings, retro	eats, seminars, s	ymposia, and tra	nining activities?	- Y/N		No	

# Williamson County Sheriff's Office Edward Byrne Memorial Justice Assistance Grant Program FY2019 Local Solicitation

# **Project Identifiers**

The following are the Project Identifiers associated with the project activities:

- Community Based Programs
- Education
- Vocational Training

# Williamson County Sheriff's Office Edward Byrne Memorial Justice Assistance Grant Program FY2019 Local Solicitation

#### **Project Narrative**

#### Description of the Issues

The Williamson County Sheriff's Office focus for funds obtained through the FY2019 JAG, Local Solicitation is to build relationships with and educate the community by funding programs offered by our Community Liaison Unit, including the Drug Abuse Resistance Education (DARE), Explorers, Citizens Academy and Junior Deputy Academy. All activities funded through this grant will take place between October 1, 2019 and September 30, 2020.

#### Project Design and Implementation

While our FY2020 departmental budget has not been approved, many of the items needed for our Community Liaison Unit are not included in the recommended budget and, historically, this budget is reduced during the approval process. Funds requested through this grant are being used for items not listed in the recommended budget.

The DARE program is taught to children in kindergarten through 12<sup>th</sup> grade. Children going through this program are taught skills on how to resist peer pressure, helping them live violence and drug-free lives. While the number of schools and students vary each year, in the 2019/2020 school year, we have implemented the program in 16 schools, teaching approximately 1,500 students.

Our agency is involved in the nationwide Exploring law enforcement program. This program is a career development and education program offered to those who have completed 8<sup>th</sup> grade through the age of 20. Those in the Williamson County Sherriff's Office Explorers meet for two hours each week and are given the opportunity to learn the basics of law enforcement. There are currently 12 students in our agency's program, and we are working towards increasing this to 20 in FY2020.

Annually we offer a 10-week long Citizens Academy for 50 people within the county, educating them on various aspects of the Sheriff's Office. Areas covered in the academy include ethics in law enforcement; patrol procedures; traffic stops; defensive tactics; Shoot/Don't Shoot; corrections overview and tour; communication overview and tour; drone demo and FCC regulations; K-9 presentation and demo; social media use in law enforcement; and Cold Case investigation overview. The 2020 academy will be held in March.

The Junior Deputy Academy is a program offered during the summer to children between the ages of 9 and 14. In 2020, we will host two four-day academies for a total of 100 children. The

children hear presentations from various departments, receive first-aid training, investigate mock crime scenes, collect evidence, and learn how to dust for and lift latent fingerprints. They are also given a tour of the Administrative, Criminal Investigation Division, Crime Scene and Patrol offices as well as the historic and current county Jail. Each attendee will receive a t-shirt, cap, reusable water bottle and name tag to use during the academy. During one session the children will be joined by the command staff for a water balloon fight. On the final day each child will receive a certificate of completion.

#### **Capabilities and Competencies**

The Williamson County Sheriff's Office works with Learning for Life for the Explorers program. While this organization offers guidance and support for the program, our office is directly responsible for all planning and implementation of the program. No funds received from this grant will be used by, or given to, the Learning for Life organization.

All other programs are exclusively organized and held by the Williamson County Sheriff's Office.

Plan for Collecting the Data Required for this Solicitation's Performance Measures

The DARE program will track the name of each school and number of children participating within each school. The Explorers and Junior Deputy Academy will track the number of those participating in the programs.

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federa	Action:	3. Report Type:	
B a. contract	the state of the s	offer/application		III
b. grant	b. initia		A a. initial f	•
c. cooperative agreement	c. post-			al change
d. loan	c. post-	awaiu		Change Only:
e. loan guarantee				quarter
f. loan insurance			date of la	st report
4. Name and Address of Reporting	a Entity:	5 If Poporting En	titu in No. 4 in a C	
✓ Prime Subawardee	g Entity.	and Address of	Drime:	Subawardee, Enter Name
Tier	, if known:	and Address of	Frime:	
Williamson County	, II KIIOWII.			
710 S Main St				
Georgetown, TX 78626-5700				
Congressional District, if known	: 31st	Congressional [	District, if known:	
6. Federal Department/Agency:		7. Federal Program	m Name/Descripti	on:
U.S. Department of Justice, Office of	Justice Programs	Guorai i rogiai	iii Name/Descripti	on.
Bureau of Justice Assistance	sustice i logianis,			
		CFDA Number. ii	f applicable: 16.73	8
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8. Federal Action Number, if known	7:	9. Award Amount,	if known:	
BJA-2019-15141		\$		
10. a. Name and Address of Lobby	dinar Danieturut	T		
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		Print Name: Bill C	Gravell, Jr.	0
information will be reported to the Congress semi-annu	ally and will be available for			
public inspection. Any person who fails to file the n subject to a civil penalty of not less that \$10,000 and	equired disclosure shall be not more than \$100,000 for	Title: Williamson	County Judge	1.1
each such failure.		Telephone No.: (51	2) 943-1550	Date: 8/20/19
Federal Use Only:				Authorized for Local Reproduction
Table Goo Olly.				Standard Form III (Rev. 7-97)

# U.S. DEPARTMENT OF JUSTICE **OFFICE OF JUSTICE PROGRAMS**

# **Edward Byrne Justice Assistance Grant Program FY 2019 Local Solicitation**

## Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2019 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- 1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
- 2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
- 3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
- 4. I assure that, before the date of this certification—(a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
- 5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
- 6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of Local Government	Date of Certification	
Printed Name of Chief Executive	Title of Chief Executive	

27.

Meeting Date: 10/01/2019

Juvenile Case Manager Positions

Submitted For: Evelyn McLean

**Department:** J.P. Pct. #3

Agenda Category: Regular Agenda Items

Submitted By: Cherie Vasquez, J.P. Pct. #3

#### Information

## Agenda Item

Discuss, consider and take appropriate action on approving the creation of one (1) new full-time Juvenile Case Manger position and elimination of two (2) part-time Juvenile Case Managers for Justice of the Peace, Precinct 3, Truancy Fund Program.

#### **Background**

Position numbers 9952 and 9969 coordinate and oversee juvenile case management and administration of youth court programs. Both positions are part time. The JP3 office currently has one Part Time Juvenile Case Manager and an opening for the second part time position. This position has been open since August 6, 2019 and we have staffing issues related to level of skills required due to the difficulty of filling part time offerings. The creation of one full time position from the two existing part time positions will not have a budget impact and funds are coming from existing funds.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

No file(s) attached.

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 09/24/2019 01:02 PM Budget Office Ashlie Koenig 09/24/2019 03:39 PM

Form Started By: Cherie Vasquez
Started On: 09/24/2019 11:48 AM
Final Approval Date: 09/24/2019

**Meeting Date:** 10/01/2019

Ratifying Chiller emergency rental agreement

Submitted For: Randy Barker Submitted By: Kerstin Hancock, Purchasing

**Department:** Purchasing

Agenda Category: Regular Agenda Items

#### Information

## Agenda Item

Discuss, consider, and take appropriate action on ratifying PO #172409 for chiller rental services with Central TX Commercial A/C & Heating, Inc., in the amount of \$10,000 for first month and \$4,800 monthly cost thereafter, and exempting this purchase/agreement from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption §262.024.(a)(3), and authorizing the execution of the agreement.

#### **Background**

This is for the temporary rental of failed chiller equipment in the ESOC. The failure was reported to Purchasing by Facilities on 9/9/2019. There will be two new units purchased, the quote was placed on last week's agenda (9/24/2019). Funding source for this rental is 01.0100.1071.004510. FY2019. Department Contact is Jeff Hancock or Dale Butler.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

#### rental agreement/quote

emergency justification email

ESOC Chiller - Emergency email notification 9.6.19

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator)Randy Barker09/19/2019 08:48 AMCounty Judge Exec Asst.Andrea Schiele09/19/2019 09:19 AMPurchasing (Originator)Randy Barker09/25/2019 04:57 PM

Form Started By: Kerstin Hancock Started On: 09/16/2019 09:50 AM

Final Approval Date: 09/25/2019

## Central TX Commercial A/C & Heating, Inc.

7909 Rosson Drive Austin Texas 78736 License #: TACLA 002692C (512) 288-0822 office (512) 288-0941 fax 1-800-338-5429

Dale Butler
Facilities Director Williamson County
3101 SE Inner Loop
Georgetown, TX 78626
Dale Butler <dbutler@wilco.org>
512-943-1609

**September 12, 2019** 

Central Texas Commercial Air is pleased to quote the following rental for Georgetown:

<ul> <li>100 Ton Chiller Plant</li> <li>Round trip Freight, Installation &amp; Removal</li> </ul>	•
Total cost for 1st month rental	\$10,000.00
Monthly cost thereafter	\$4800.00

#### **Notes and Exceptions:**

- Customer must Call CTCA OFFICE at 512-288-0822 to end the Rental Period
- Customer is responsible for keeping coils clean on AHU's/Chillers, changing air filters on AHU's
- Customer is responsible for any/all required permits and permit fees that may be required
- Customer agrees that any changes to this quote must be agreed upon in writing
- Customer agrees that this is RENTAL and payments are due net 30 from date of invoice
- Customer is responsible for monitoring Daily and normal operations during rental period
- <u>No Waiver of Sovereign Immunity or Powers</u>: 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.
- <u>Termination for Convenience</u>: 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, The County will only be liable for its pro rata share of services rendered and goods actually received.

## Central TX Commercial A/C & Heating, Inc.

7909 Rosson Drive Austin Texas 78736 License #: TACLA 002692C (512) 288-0822 office (512) 288-0941 fax 1-800-338-5429

- 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.
- <u>Mediation</u>: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- <u>Venue and Governing Law</u>: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- Price is based on installation & removal being done during normal working hours
- Price includes 200' chiller hose & 100' electrical
- Minimum rental is One Month
- Monthly rental period is based on a 28 day month
- Three Days rental equal one Week & Three Weeks rental equal one Month
- Price does not include any applicable taxes
- CTCA Rental Terms and Conditions Apply

Robert Everett General Manager	Accepted by Lessor:	
512-923-5003 cell 512-288-0822 (off)	Robert Everett	Date09/17/19
	Accepted by Lessee:	
		Date

#### **Kerstin Hancock**

**To:** Kerstin Hancock

**Subject:** FW: Emergency Services Operations Center Chiller purchase

**Attachments:** M-tech Chiller Proposal.pdf

From: Dale Butler <dbutler@wilco.org>

Sent: Thursday, September 12, 2019 12:25 PM

To: Kerstin Hancock < <a href="mailto:khancock@wilco.org">khancock@wilco.org</a>; Jeffrey Hancock < <a href="mailto:jeff.hancock@wilco.org">jeff.hancock@wilco.org</a>;

Cc: Purchasing Project Services < Purchasing. Projects@wilco.org >; Randy Barker < randy.barker@wilco.org >

Subject: RE: Emergency Services Operations Center Chiller purchase

Kerstin,

The temp chiller agreement is attached.

What backup do you need on the new chiller? (there are two new ones funded now, after the capital session in court this week)

The Judge was copied on the email last Friday along with Randy and ESOC staff concerning the temp chiller rental. I also spoke to and texted the Judge concerning the temp chiller and temp generator which we will need to process as an emergency as well.

Thank You,

#### Dale Butler

Facilities Director Williamson County 3101 SE Inner Loop Georgetown, TX 78626 512-943-1609

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From: Kerstin Hancock < khancock@wilco.org > Sent: Thursday, September 12, 2019 11:19 AM To: Jeffrey Hancock < jeff.hancock@wilco.org >

Cc: Dale Butler <dbutler@wilco.org>; Purchasing Project Services <Purchasing.Projects@wilco.org>; Randy Barker

<randy.barker@wilco.org>

Subject: RE: Emergency Services Operations Center Chiller purchase

**Importance:** High

Hi Jeff,

We received the requisition for the replacement unit, however we did not receive any backup so this can be processed and placed on the agenda. I would like to get this done ASAP so we can issue the PO so the order can be placed this FY as I suggested below. We also have not received the rental agreement for the temporary unit as of yet. Next week is the last chance to issue POs before the budget is closed down for this FY so I wanted to make sure we can help your department with this before the system goes down.

Dale - Would you mind confirming that the Judge is aware of this emergency situation? Just trying to work ahead so I have everything once I receive the documents from Jeff.

Thank you Gentlemen, please know we are here to help.

### Kerstin Hancock, CPPM, CPP

**Deputy Purchasing Agent** 

Williamson County Purchasing Department 100 Wilco Way, Suite P101 Georgetown, TX 78626 Phone 512-943-1546 Fax 512-943-1575

#### Williamson County Purchasing Department







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From: Kerstin Hancock

**Sent:** Monday, September 9, 2019 2:57 PM **To:** Jeffrey Hancock < jeff.hancock@wilco.org>

Cc: Dale Butler <a href="mailto:cbeta">dbutler@wilco.org</a>; Purchasing Project Services <a href="mailto:Purchasing.Projects@wilco.org">Purchasing.Projects@wilco.org</a>; Melanie Denny

<MDenny@wilco.org>

Subject: RE: Emergency Services Operations Center Chiller purchase

Importance: High

Hi Jeff,

Thank you for giving us heads up on this.

- 1. It appears to me you will need to issue a PO for the new equipment now so it can be here in FY 2020? In this case, you can issue a requisition in this current FY so we can issue the PO to get the order placed, we can override the PO and then close it out immediately. You will then have to remember to have the same requisition entered again at the beginning of October so it can be encumbering the funds for FY2020. Before you proceed, however, I will need to have approval from Melanie Denny, in the Auditor's Office, who I am copying on this email, so I can override the requisition/PO.
- 2. Also, as soon as you receive the quote and lease or rental agreement for the chiller, it will have to be placed on the CC agenda by Purchasing so it can be exempted as an emergency and so we can have the Judge sign the agreement. Please ensure that the agreement does not include your name, but the County Judge's, as only the Judge can legally bind the County.
- 3. Please also have a requisition entered for the lease/rental as soon as you have to cost estimate and state in the requisition that this is an emergency due to....

4. Provide documentation that the Judge was informed about this emergency so that we can include this with the agenda item.

Hope this makes sense. Please let me know if you have any other questions.

## Kerstin Hancock, CPPM, CPP

**Deputy Purchasing Agent** 

Williamson County Purchasing Department 100 Wilco Way, Suite P101 Georgetown, TX 78626 Phone 512-943-1546 Fax 512-943-1575

#### **Williamson County Purchasing Department**







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From: Jeffrey Hancock < jeff.hancock@wilco.org > Sent: Monday, September 9, 2019 2:18 PM

**To:** Kerstin Hancock <a href="mailto:khancock@wilco.org">khancock@wilco.org</a>

Cc: Purchasing Project Services < Purchasing. Projects@wilco.org >; Dale Butler < dbutler@wilco.org >

Subject: Emergency Services Operations Center Chiller purchase

#### Kerstin,

We are mobilizing portable equipment for the ESOC as we have failed Chiller equipment. We are in communications with Carrier to process a replacement. We are waiting on documentation from Carrier for the details a cost. We will need to provide an initial order for equipment that typically has a lead time of eight to ten weeks. Although we have budget monies allocated for fiscal FY20, we are using temporary equipment until the new equipment will arrive.

Let me know if you have any questions and how we can provide Carrier with an acknowledgement to place the order as soon as possible.

#### Regards,

#### Jeff Hancock

Assistant Facilities Director Williamson County 3101 SE Inner Loop Georgetown, TX 78626 512-943-1610 Office 210-488-7883 Mobile

Surveys can be completed at: <a href="http://10.5.255.9/WorkRequest/WorkOrder/Status.aspx">http://10.5.255.9/WorkRequest/WorkOrder/Status.aspx</a>

Should you need Facility Maintenance Services please submit a work order at: <a href="https://wilco365.sharepoint.com/Pages/main.aspx">https://wilco365.sharepoint.com/Pages/main.aspx</a>

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#### **Randy Barker**

From: Dale Butler

Sent: Friday, September 06, 2019 5:20 PM

To: Bill Gravell

Cc: Chris Connealy; Randy Barker; Scott Parker; Jarred Thomas; Jay Schade; Richard Semple

**Subject:** ESOC HVAC Issues

Judge Gravell, et. Al,

We are planning to install a temporary chiller unit tomorrow morning to support the ESOC HVAC. The back-up chiller is down, we are currently getting quotes and have funding in our FY20 budget to replace it. The current issue is the primary chiller which lost one of the compressors this afternoon. It has three others, but is not running at full capacity. This should not effect the CRAC units which support the server room.

We will be on site between 7:00 and 8:00 AM to start this installation.

Thank You,

#### Dale Butler

Facilities Director Williamson County 3101 SE Inner Loop Georgetown, TX 78626 512-943-1609

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#### **Commissioners Court - Regular Session**

Meeting Date: 10/01/2019

McLemore Building Maintenance Janitorial short-term Addendum

Submitted For: Dale Butler Submitted By: Gina Wrehsnig, Building Maintenance

29.

**Department:** Building Maintenance **Agenda Category:** Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take any appropriate action to approve short-term Addendum to services contract with McLemore Building Maintenance, Inc. to support county operations.

#### **Background**

This is a short-term stop gap period from 10/1/19 to 12/31/19 while an RFP process is completed for a completely new contract award starting 1/1/20. The RFP process was extended through the end of the calendar year, and the stop-gap period excepted from bidding, which authorizes this temporary addendum for continuity of operations.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Contract

Renewal Docs

Security Addendum

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 09/24/2019 01:49 PM

Form Started By: Gina Wrehsnig Started On: 09/24/2019 10:04 AM Final Approval Date: 09/24/2019

#### ADDENDUM FOR SERVICES CONTRACT (McLemore Building Maintenance, Inc.) (TIPS #02052215)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS ADDENDUM to the existing Services Contract (the "Contract"") by and between MCLEMORE Building Maintenance, Inc. is made and entered into by and between Williamson County, Texas (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and McLemore Building Maintenance, Inc., (hereinafter "Service Provider"). County agrees to engage McLemore for a short-term extension of the existing Contract as an independent contractor, to assist in providing certain operational goods and services pursuant to the following additional terms, conditions, and restrictions:

I.

Effective Date and Term: This Contract shall continue from October 1, 2019 to December 31, 2019 when this Addendum is signed by all parties and subject to: 1) same pricing; 2) the availability of funds; and 3) all other terms and conditions of original Contract remaining the same.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	McLemore Building Maintenance, Inc.:
	Kil B. Kohra
Authorized Signature	Authorized Signature
Date:, 2019	Date: September 20, 2019



## **Summary Agreement for Renewal of Williamson County Contract**

Purchase/Contract Type:  Vendor Name:  McLemore Building Maintenance, Inc  Vendor Address:  110 Fargo St., Houston, TX 77006  Purpose/Intended Use of Product or Service (summary):  Services Contract for Custodial Services  P.O./Contract Number:  170104  Effective Date:  10/01/201  Purchaser/Contract Specialist:  Dianne West  Expiration Date:  09/30/201  Requested By:  Christi Stromberg, Facilities Contract Coordinator  Detailed description of renewal of product and/or service.  Williamson County wishes to extend this bid/proposal for the same terms and conditions as the existing contract Coordinates.	9
Vendor Address:  Purpose/Intended Use of Product or Service (summary):  Services Contract for Custodial Services  P.O./Contract Number:  170104  Effective Date:  10/01/201  Purchaser/Contract Specialist:  Dianne West  Expiration Date:  09/30/201  Requested By:  Christi Stromberg, Facilities Contract Coordinator  Detailed description of renewal of product and/or service.	9
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Services Contract for Custodial Services  P.O./Contract Number: 170104 Effective Date: 10/01/201  Purchaser/Contract Specialist: Dianne West Expiration Date: 09/30/201  Requested By: Christi Stromberg, Facilities Contract Coordinator  Detailed description of renewal of product and/or service.	9
P.O./Contract Number: 170104 Effective Date: 10/01/201 Purchaser/Contract Specialist: Dianne West Expiration Date: 09/30/201 Requested By: Christi Stromberg, Facilities Contract Coordinator  Detailed description of renewal of product and/or service.	9
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Requested By: Christi Stromberg, Facilities Contract Coordinator  Detailed description of renewal of product and/or service.	
Detailed description of renewal of product and/or service.	
The contract of the contract o	
<ul> <li>Williamson County wishes to extend this bid/proposal for the same terms and conditions as the existing continuous</li> </ul>	
with the exception of updates to include the new TIPS interlocal agreement number, incorporating 3 Addendum, updated Janitorial Services for Williamson County Specifications and Scope of Services with pricing where indicated on page 2, under pricing structure phase 1:1.B, and floor work services separately pericing Structure Phase 1:3 on page 3.  Extend Contract for the second (#2) of two (#2) one-year renewal option periods:  Cotober 1, 2018 – September 30, 2019  Renewal Option Period 1  October 1, 2017 – September 30, 2018  Initial Contract Period  June 3, 2017 – September 30, 2017	revised
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN  Vendor McLemore Building Maintenance, Inc.  Williamson County, 710 Main St., Georgetown, TX 78  Name Curtis McLemore  Dan A. Gattis  Williamson County Judge	l <b>626</b>
Signature feetin Mehan Signature	
Date September 18, 2018  Date	





INTEGRITY

**EXPERTISE** 

**RESULTS** 

Streamlined solutions for janitorial operations at



Submitted by:

Richard B. Rodriguez, VP of Operation

September 12, 2018



## Contract Pricing- Custodial, Consumables and Floor Work

McLemore has comprehensively reviewed and discussed the expectations along with comparing the specifications and scope of services with the Facilities Contract Administration and Director of Facilities Contract Administration during scheduled meetings starting in July 2018. We have reviewed labor standards and productivity rates, broken wages out by class and compared competitive rates based on sites serviced in the area. Additionally, we included benefits, taxes and insurance costs to provide a competitive gross labor cost.

#### Pricing Structure Phase I:

- 1. Custodial Service for Williamson County
  - - a. See page 5 for approved Williamson County buildings broken down for monthly expense tied to custodial services that total the above monthly expense.
  - B. Pricing for custodial services increase include:
    - i. Adding one (1) additional Day Porter assigned to Justice Center.
    - ii. Adding one (1) additional Day Porter assigned to Georgetown Annex.
    - iii. Adding two (2) night supervisors to oversee and ensure nightly custodial services are completed within scope of contract.
    - iv. Adding one (1) additional custodial services van for increased staff.
    - v. Increasing custodial hourly wage from \$9.00 to \$10.00.
    - vi. Includes Sunday route building custodial services for public restrooms and meeting rooms: Round Rock B, Emergency Services Operation Center, Georgetown Annex (when building becomes occupied areas currently cleaned at Central Maintenance Facility), Historical Courthouse, Round Rock Jester, Sheriff Office Admin/Jail;
    - vii. Five (5) day per week cleaning of all requested buildings listed in the contract, including all trash and approved recycling containers emptied and appropriate liners replaced; and
      - a. Exception: Buildings identified in contract for buildings that have areas reserved or used on weekends.
  - C. Cleaning of additional Williamson County buildings outside of original scope of services and Expo events will be billed separately. Pricing under Additional Services.
- 2. Consumables and dispensers are included in contract pricing. Exceptions: Consumables for Expo events and Gun Range will be billed separately to both departments for payment.
  - See page 6 for Consumable pricing.



- 3. Floor Work Services:---------\$15,900/mo
  - a. Williamson County buildings schedule currently working with facilities to create.
    - All floor work completed has to be approved by Williamson County Facility Contract Administration and or Director of Facilities.
    - ii. If unforeseen circumstances where to arise monthly expenditures will be adjust accordingly. Floor schedules will be schedule with Facility coordinator and Floor Tech Supervisor monthly to assure task is scheduled and completed in a timely manner.
  - b. Pricing for Floor Tech services increase include:
    - 1. Adding four (4) floor tech specialist; beak down to include:
      - a. One (1) Floor tech Lead/Supervisor
      - b. Three (3) floor tech specialist/assistant
    - 2. Adding one (1) or more dedicated Floor Tech vehicles to transport floor equipment.

#### Pricing Structure Phase II:

- a. All custodial and floor services detailed in Phase I above; and
- b. Added Animal Shelter 5,365 SF= Monthly cost: \$590.15, upon completion once opened in 2019.
- c. Georgetown Annex 55,575 SF = Monthly cost: \$6,113.25

#### **Additional Services**

Events/ Extra Work	\$20.00/hr.
Strip and Wax Hard Floor Surfaces	\$ 0.25/ SF.
Strip and Recoat Hard Floor Surfaces	\$0.20/ SF.
Carpet Extraction Pricing	\$0.14/ SF.
Additional buffing above frequencies Pricing	\$0.04/ SF.



\* Sales tax are not applicable with this contract. Pricing includes cleaning chemicals and equipment, consumable supplies for areas within Scope of work. All pricing outlined in this contract reflects a discount of 5% for cash or check payment. If payment is made via credit card, a price increase of 5% will be applied and billed back to client. In the event McLemore Building Maintenance, Inc. and client have agreed in advance to payment using a credit card, the 5% increase will be added to the original invoice to avoid a bill back invoice. If client contracts with a 3<sup>rd</sup> party for billing which will require McLemore to utilize, then McLemore will invoice the fee back to the client.

What additional information would you need to determine that McLemore is the best choice as Williamson County's service provider?

Thank you for the opportunity to offer exceptional value to Williamson County.

We look forward to building a partnership as Williamson County Provider of Choice.



## A. Monthly Expenditure per Building for Custodial Services:

<b>Building Name</b>	Cleanable SF	M	onthly Cost
WCJC	161,000	\$	20,930.00
Central Main	13,754	\$	1,788.02
Cedar Park Annex	30,147	\$	3,617.64
Taylor Annex	16,151	\$	1,938.12
Round Rock Jester	26,200	\$	3,406.00
Innerloop	33,345	\$	4,001.40
Historic Courthouse	20,549	\$	2,671.37
GT Health Dept.	6,800	\$	816.00
Taylor Health Dept.	16,151	\$	1,938.12
Round Rock Annex	24,000	\$	2,880.00
Sheriff Adm/Jail Pub RR	19,882	\$	2,385.84
CSCD Adult Probation	8,930	\$	1,071.60
Tax Office	14,711	\$	1,765.32
JP Pct. 4	3,751	\$	450.12
Wilco Regional Animal	5,365	\$	643.80
Historical Museum	3,800	\$	456.00
Children Advocacy	5,225	\$	627.00
Public Safety Bldg.	2,375	\$	285.00
Lott Building	4,750	\$	570.00
Facilities Services Center	3,800	\$	456.00
Sheriff Office Eastside	1,333	\$	159.96
Commissioner Pct. 3	1,140	\$	136.80
Hutto Annex	6,787	\$	814.44
Health Dept. Education	1,710	\$	205.20
TABC / Game Warden	475	\$	57.00
Animal Shelter Addition	5,365	\$	•
Georgetown Annex	55,575	\$	
Parking Garage	400	\$	40.00
Hutto Community Room	1,482	\$	177.84
Juvenile Justice	68,995	\$	8,969.35
CMF Sign Ship	5,515	\$	661.80
ESOC	18,000	\$	2,160.00
Park HQ	2,822	\$	338.64
Texas Ave	23,473	\$	2,816.76
Expo Center	8,455	\$	1,014.60
SO Training Center	22,777	\$	2,733.24
Fieet Addition	3,021	\$	362.52
Wireless Comm	9,482	\$	1,137.84
Inspection	5,311	\$	637.32
EMS Training	34,056	\$	4,086.72
San Gabriel Animal Park	500	\$	60.00
Gun Range	417	\$	50.04
Total Montly Pric		\$	79,317.42
Total Annual Pric			951,809.04

\$ 590.15 \$ 6,113.25

iner				
124645	250/Cs	37 x 46 14 Mic Natural	\$	27.54
10080343	250/Cs	40 x 46 12 Mic Natural	44	25.30
10080344	500/Cs	30 x 35 8 Mic Natural	\$	19.33
10083508	1000/Cs	24 x 31 6 Mic Natural	\$	21.13
Paper Product				
325581	4000/Cs	MB540A White M/F Towel	4	21.99
325566	6 RI/CS	290088 Tork-matic Brown Basic Roll Towel	4	38.04
325708	6 RI/CS	RK800E 7-3/4" X 800' Natural Roll Towel	\$	25.55
325716	6 RL/CS	290089 7 3/4" x 700' White Roll Towel	\$	41.69
10046626	12 RI/Cs	TX0922A Tork 2Ply 9"JRT	\$	32.75
10051507	36 RL/CS	110292A 3.9"x3-3/4" Tork 2 Ply TT	\$	46.14
10052779	12 RL/CS	RB350A 7-3/4" X 350' White Roll Towel	\$	28.01
10056433	12 RI/Cs	11020602 Tork Mini Jumbo 2 Ply TT	\$	43.87
10058226	96 RI/Cs	TM1616S Tork Universal 2ply White TT	\$	43.03
and Soap	0.3	THE RESERVE THE PROPERTY OF TH		
921813	4-1 Gal/CS	1807-04 1 Gal Pink Skin Cleanser	\$	31.14
10041455	2-1200ml/Cs	5361-02 TFX Lavender Foaming Soap w/ Condit	\$	27.47
10080000	12-800ML/CS	800 ML Pink Lotion Hand Soap	\$	31.31
10091957	2- 1200ml / Cs	1916-02 1200ML Pomeberry Foam Hnd Wsh	\$	39.64
921100	4- 1 gal/case	88047 DIAL 1GAL ANTIMIC LIQUID SOAP	\$	58.94
10078873	4-1 gal/case	9635 SOFT TOUCH 1GAL LIQUID HAND SOAP	\$	21.06
tops/Brooms/Wiper	s/Duster/Brushes			
626987	Each	C11 60" Flat Handle	\$	4.75
10058094	Each	150 White Value-Plus Toilet Bowl Caddy	\$	2.30
904168	Each	Bowl Mop	\$	0.61
10097205	Each	Radiance Black Poly Lobby Broom	\$	5.30
10097204	Each	Radiance Black Lobby Dust Pan	\$	9.28
913009	Each	1 x 60 Clip On Dust Mop Handle	\$	7.10
913305	Each	C14W 1" x 60" Jaws WD Handle	\$	7.31
915625	Each	Large Angle Broom Plastic	\$	6.48

915902	Each	4067400 7"Brush w/1/2" Nvion Bristle	2	6,0
919219	Fach	5 x 24 Duct Mon Frame	n .	3.03
919226	Each	5 x 36 Dust Mon Frame	٠	3.74
919264	Each	5 v 24 Dust Man Head Clot Barket	. .	1.7
919269	Each	5 x 36 Dust Mon Head Slot Pocket	Λ u	0.16
962746	12/Bx	Pumice Sticks	, ,	34 37
972341	Each	#24 Rayon Cut End Mop Head	· 4	5.05
972809	Each	Med Blue Loop Mop	٠,	6.33
972816	Each	Lg Blue Loop Mop	S	7.88
973803	Each	700L Blue & White Finish Mop	<b>V</b>	8.52
10097211	Each	Radiance 44 Gallon Gator Container	s	33.79
10060606	Each	7705 Yellow Vinyl Gator Caddy Bag	\$	38.36
10060610	Each	7704 Black Gator Dolly For 22-32-44-55 Gallon	s	35.41
10045103	Each	18" Blue Wet Flat Mop	\$	3.48
10097213	Each	Radiance Yellow Side Press Combo Bucket/Wringer	٠,	69.47
10068630	Each	18" Red Wet Flat Mop	₹\$	3.48
10086696	Each	16 x 16 Blue Microfiber Cloth w/ MBM Logo	\$	0.83
10086697	Each	16 x 16 Red Microfiber Cloth w/ MBM Logo	\$	0.83
10086698	Each	16 x 16 Green Microfiber Cloth w/ MBM Logo	-\$-	0.83
10093713	Each	LBH18 Silver/Orange Bucketless Handle	\$	42.08
10093715	Each	LBH18B Replacement Bottle	\$	7.06
10068618	Each	wgs18 18" Green Microfiber Wet Mop	\$	3.48
10111141	each	18"MICROFIBER FRAME W/HANDLE - Desktop Cleaner	\$	16.39
10122444	each	RADIANCE 44GAL GRY CONT W/BLK DOLLY	\$	62.10
10075791	Each	3148 33"-45"EXTENDABLE MICROFIBER DUSTER	\$	7.85
oor Pads, Hand Pao	ds, Squeegeers, Scra	pens, Putty Kolves		
10090341	24 per Case	Mr Clean Magic Eraser Pads	\$	28.45
912949	Each	1 1/4" Putty Knife	\$	1.48
290096	5 per Case	20317 3500 27"TAN NAT BLEND PAD	\$	71.20
960082	5 per Case	25863 3600 27"ERASER BURNISH PAD	\$	81.52
962655	Each	64728 20511 DOODLEBUG PAD HOLDER BULK	\$	18.46
962662	10 BOX	8550 DOODLEBUG BLK HIGHPRO PAD	\$	29.38
963264	5 ner Case	7300 20" HIGHPRO PAD	S	61.39

	Jest Case	KADIANCE 20"WHI POLISH PAD	'n	15.51
10099050	5 per Case	RADIANCE 20"BLK STRIPPING PAD	S	15.51
10099053	5 per Case	RADIANCE 20"RED BUFFING PAD	S.	15.51
10099055	5 per Case	RADIANCE 13"RED BUFFING PAD	s	8.90
10099063	5 per Case	RADIANCE 20"BLU CLEANING PAD	v	15.51
10099067	5 per Case	RADIANCE 13"BLK STRIPPING PAD	s	8.90
10099074	5 per Case	RADIANCE 13"WHT POLISHING PAD	\$	8.90
Ygiene, Spec. Restroor	moon			
323777	5000/Cs	50RA 1/2 Fold Seat Covers	\$	42.22
10056101	500/Cs	Naturelle Tampons	\$	80.45
939364	4 / 702/Cs	Linen Fresh Air Freshener R/M	\$	48.06
982868	250/Cs	RM6141 Waxed Sanitary Liners	\$	32.02
10068636	250/Cs	25189973 Naturalle #4 Maxipad w/ Wings	₩.	51.65
10110963	24/CS	Barricade 12" Fragrence Stix-Orchids of Oahu Scent	-\$-	56.84
10110964	24/CS	Barricade 12" Fragrence Stix-Tempest Blue Seas Scent	₩.	56.84
10111176	24/CS	Barricade 12" Stix- Mounting Bracket	<b>₽</b>	40.77
10134954	12 / Box	EKS3B12 BLU FRESH URINAL SCREEN	40-	48.16
hemicals		THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWIND TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN		
10141947	2-3 Liters/Case	RADIANCE SUPER MEGA MOP G A/P CLNR	\$	56.11
10141948	2- 3 Liters/Case	MAXIM FACILITY DISF CLINR	•	78.82
10141980	2-3 Liters/Case	RADIANCE LAVENDER A/P CLNR	\$	63.42
10079821	4/1GAL	SPRAY MAINTAINER	₩.	39.57
10079726	12/1QTS	RADIANCE CLINGING BOWL CLNR 9% HCL ACID	\$	24.39
10079759	12 / 1 QTS	MULTI PURPOSE CLEANER DEGREASER	45	30.02
10090793	6 per Cs	30824 CLO HEALTHCARE PEROXIDE DISF WIPE	\$	38.93
10079753	4/1GAL	LEMON DISINFECTANT DETERGENT (KAIVAC)	\$	48.22
oor Care Products				
10142608	2- 2.5 Gal/Case	RADIANCE HIGH GLOSS 22%FLOOR FINISH	\$	67.85
10146211	2- 2.5 Gal/Case	RADIANCE 2-1/2GAL SUPER FLOOR STRIPPER	\$	70.73
1008001	12 / CASE	BASEBOARD STRIPPER	\$	44.56
10079778	12 / CASE	GUM REMOVER	ş	47.73
PE, Safety Prod.	THE REAL PROPERTY.	The second secon		
971180	Each	9175 Safety Pole / Closed for Cleaning	Ş	15.58

10097212	Each	Radiance Yellow Wet Floor Sign Eng/Span	s	8.02
10089674	100/Bx	8642XL Xlarge Black Nitrile Powderfree Glove	\$	7.11
10087618	100/Bx	8642L Large Black Nitrile Powderfree Glove	\$	7.11
10087619	100/Bx	8642M Medium Black Nitrile Powderfree Glove	\$	7.11
10005884	100/Bx	8608 Medium Powder Free Vinyl Gloves	Ϋ́	3.70
10005885	100/Bx	8608 Large Powder Free Vinyl Gloves		3.70
Misc				
10036714	4/Pk	350016 C-Cell Alkaline Battery	\$	10.21
10050770	4/Pk	350015 D-Cell Alkaline Battery	\$	11.17
923287	Pail	9560 Nice-N-Clean Laundry Detergent	\$	27.81
991231	Each	50' Heavy Duty Ext Cord 16 Gauge	44	16.97
10053796	6 - 12 oz/Box	FRS6-14-SS Lemon Supersorb Absorbent	\$	39.81



## JANITORIAL SERVICES FOR WILLIAMSON COUNTY SPECIFICATIONS AND SCOPE OF SERVICES

Williamson County requested update of Janitorial Services contract from original bid by McLemore Building Maintenance (here after referred to as Vendor), including increasing the night staff supervision, day porters and floor work staff and schedule to ensure all work is completed as expected and outlined. The revised contract contains detailed and specific information regarding Williamson County's standards and expectations for all Janitorial Services.

The entire proposal, if accepted for contract purposes, will be part of the overall agreement. The revised Janitorial Service contract must be **valid for a period of ninety (90) days** and must be honored at time of awarding contract.

Vendor agrees that the services will be provided, under this contract, are vital to Williamson County and must be continued without interruption and that upon expiration of this contract another vendor may be selected. Successful Vendor agrees to exercise its best efforts and cooperation to effectively have an orderly and efficient transition to a successor.

Williamson County and Vendor both agree that the Williamson County Commissioners Court shall be the sole and final authority on issues relating to this contract. Any matter not resolved to the Vendors satisfaction, the Vendor shall have the right to be heard in open court by Commissioners Court and the decision of Commissioners Court shall be final and conclusive and shall be binding on all parties concerned.

There may be County buildings not included in the updated request. During the term of the contract between Williamson County and the Vendor, additional Williamson County buildings may be added in addition to those listed in the pricing sheet. Buildings currently under construction and/or those in preconstruction phase are listed in these documents. Only occupied buildings will be serviced and billed. Drawings of each building are available and have been made available from Wilco Facilities.

Vendor shall conduct Criminal Justice Information Services (CJIS) background checks on all the Vendor permanent and temporary personnel and sub-contractors scheduled to perform services in any Williamson County building under this contract prior to services beginning. All Vendor staff entering any Williamson County building, under the Janitorial Services awarded contract, must be fingerprinted through FAST Services. Texas Fingerprinting Service Code Form will be provided to the vendor.

a. Vendor's employee or sub-contractor that have cleared fingerprint on file with Williamson County from prior contracts, do not need to obtain a new clearance/check. However, names of Vendor employees must be submitted to Williamson County Facilities Contract Administrator or designee so Williamson County designee may contact Texas Department of Public Safety (Tx DPS) to confirm Vendors employees fingerprint existence. In the event there is no FAST location in their area there, Option B may be allowed. Option B allows the Vendor employee to printed requested information on a "hard card" and the "hard card" be mailed to the designated recipient (See Fast pass form for specific information and/or visit website for additional information regarding Option B).

Williamson County will provide CJIS training program to Vendor. Vendor must provide this training to their employees at time of hire and as requested by Williamson County Facilities Contract Administrator or designee. Williamson County requires the CJIS Security Awareness Certification Statement and the Security Addendum Certification to be completed, signed and delivered to the Facilities Contract Administrator for all Vendor staff assigned to the Williamson County contract or those Vendor employees that my enter any Williamson County building to conduct Vendor business. The CJIS training form(s) and Security Addendum Certification will be provided to the Vendor at time of contract award. The required employee criminal background checks, employee history, and all documentation of each individual's right to work in the United States must be provided to the following individual prior to beginning work.

Williamson County
Attn: Shantil Moore, Facilities Contract Coordinator
3101 SE Inner Loop Georgetown, Texas 78626

Additionally, the Vendor must continuously submit background forms and provide appropriate checks for all new employees prior to new employee entering any Williamson County building. New employees must have background checks conducted and approved by Facilities Contract Administrator or designee before access to requested Williamson County building will be authorized.

Janitorial services must be performed Monday through Friday between the hours of 5:00 p.m. and 6:00 a.m., unless otherwise noted in the specifications or instructed, in writing, by Facilities Contract Administrator of designated. Exceptions for some Williamson County buildings may be made. Vendor staff are responsible for not interfering with normal flow of business, if janitorial services are allowed during business hours. A schedule of routine work will be provided by the Vendor to the Facilities Contract Administrator documenting the days and expected arrival and departure time of all janitorial staff for each Williamson County building. Any deviations from the schedule must be reported to the Facilities Contract Administrator at minimum 24 business hours in advance, where applicable.

Vendor is expected to have and maintain adequate staff and support to properly service the contract. Vendor must provide a list of employee positions and job descriptions (i.e - Project Manager, Day Porter, Floor Tech, supervisory employees and production employees) along with outline of their job duties, assigned building and starting/ending working hours. Vendor must also provide a list of how many and which employees will be at each building.

Company uniforms and identification badges (ID) must be provided by Vendor for all Vendor employees working in any Williamson County building or on Williamson County premises. Uniforms and ID badges must be worn 100% of time when Vendor employees are working in any Williamson County building.

Vendor must provide training to adequately meet Williamson County's needs. Training to include OSHA regulations, general safety, and custodial procedures. On the job training at the facility vendor's employee is assigned is mandatory.

Vendor must effectively communicate between County Officials, employees and Williamson County Facilities Contract Administrator or designated Williamson County staff. The night supervisors, day porters and floor tech supervisor/lead must speak the English language.

An Emergency Contact must be available 24 hours a day, seven (7) days per week. In the event of an emergency, such as a sudden flood. Vendor must be responsive and report to the requested Williamson County building with all appropriate equipment within two (2) hours of receiving notice from Williamson County and begin work at the location of the emergency.

Valid email address shall be established by the Vendor to receive work orders, complaints, complements, and request for service from Williamson County's Facilities Contract Administrator or

designee. All responses to emails must occur within two (2) hours of being sent by Facilities Contract Administrator or designee. The Vendor shall provide additional telephone and mobile numbers where manager, supervisor(s), and floor tech supervisor/lead can be reached at any time deemed necessary.

Vendor must attend schedule meetings to discuss contract, upon request by Facilities Contract Administrator. Those can be scheduled routinely or on an as needed basis.

Vendor must provide Quality Assurance. Quality reports will be submitted before invoices each month. Vendor must ensure compliance with the specifications and requirements set out herein by submitting a check list indicating all tasks completed and must be presented by the Vendor to Facilities Contract Administration for each building for review and approval on or before the 25th of each month. Invoices may not be approved for payment without documentation. Only services rendered may be compensated.

Williamson County reserves the right to object any sub-contractor that is proposed by the Vendor. All sub-contractors should be approved, in writing, by Williamson County prior to beginning work with or for Williamson County.

Vendor will be responsible for securing all buildings and ensure that all persons are out of the buildings prior to locking up. This includes buildings with community and meeting rooms. Williamson County will pay Vendor the contracted Events/Extra Work hourly rate, if Vendor staff must remain in building at designed buildings where community and meetings rooms are designated due to building staff remaining once all janitorial services are provided. Community and meeting rooms applicable to this additional billing, include but are not limited to:

Georgetown – Central Maintenance Facility – URS Building – Training Room Georgetown – Regional Animal Shelter – Community Room Georgetown – Williamson County Courthouse - Several Options available Round Rock – J.B. & Hallie Jester Annex – Community Room Georgetown – Historical Court House Additional Community Rooms may be added, where needed.

Vendor must provide adequate supervision of Vendor employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract.

All Vendor employees shall be a minimum of 18 years of age (unless noted in specifications for particular buildings) and experienced in the type of work to be performed.

No Vendor employees may allow their visitors, spouses, children or other relatives to accompany them on Williamson County property during working hours unless the visitor, spouse, children, or other relative is a bona fide employees of the Vendor and have completed the appropriate background check and results are current with Williamson County.

Labor, Equipment, Materials, and Storage: Vendor shall furnish all labor, equipment, and materials necessary to the performance of Vendor janitorial services. Williams on County will provide reasonable storage areas for such equipment that will be kept at Williamson County locations. Williams on County will not be liable for any damage done to or loss of any party or person. In the event the Vendor has a personnel shortage, permission must be authorized to work beyond the agreed upon hours or weekends to achieve the minimum daily hours and cleaning requirements documented in this contract.

All equipment must be commercial grade and properly maintained. Vendor must be able to perform janitorial services, as specified. All equipment inventory used to carry out tasks required in the scope of

work must be made available to Williamson County upon request. Vendor must provide all equipment to janitorial staff so that they may adequately perform duties per specifications.

Vendor must supply appropriate number of enclosed vehicle, sufficient in size, to transport consumables and equipment to all Williamson County buildings.

Vendor must maintain all janitorial supplies and equipment in a clean, safe and orderly condition within the dedicated room. Williamson County employees including maintenance Facilities staff will access Vendor supplies and equipment, as necessary, to clean and pick up spills or as needed to clean the building where applicable. No water will be left in mop buckets or sinks. No storage near electrical or mechanical equipment room will be approved, unless provided in writing by Facilities Contract Administrator or designee. Any janitorial supplies or equipment found in electrical or mechanical equipment rooms will be removed and Vendor will be notified immediately to place the items in the approved janitorial closets.

Chemicals (all chemical products must be commercial grade): Vendor must provide all cleaners to janitorial staff so that adequately nightly perform duties may be performed per contract specifications. Chemicals must include, but not limited to:

- A. All-purpose cleaner may be used on any hard surface which will not be damaged by water. Cleaner must remove common soils found on hard surfaces (wall, woodwork, countertops, etc. Cleaner must be USDA approved.
- B. Glass cleaner non-ammoniated and must remove grease, oil and lipstick from glass and mirrors without causing buildup.
- C. Floor Cleaner non-ammoniated; must remove soil without damage to floor finish; must not leave any residue.
- D. Floor Stripper non-ammoniated, must remove wax, polymers and metal interlock floor finish; must be low odor, nonabrasive, and non-flammable.
- E. Furniture Cleaner self-cleaning, non-oily and leave shine without causing buildup.
- F. Disinfectant Cleaner must use hospital grade; must be effective against broad spectrum of germs.
- G. Restroom Cleaner must be safe on ceramic, stainless steel chrome and porcelain. Must remove hard water deposits, soap scum, rust, oil deposits from surface; non-ammoniated, non-abrasive.

Color Coded Micro Fiber Mopping System, equivalent or exceeding Unger, must be used where health services are provided (example: Health Departments, Juvenile Justice, etc).

Vendor employees shall not use Williamson County equipment, including but not limited to: computers, telephones, facsimiles, copiers, printers, calculators, typewriters, etc at any time. Exception: Williamson County telephones may be used in cases of emergency and/or to respond to work requests from Williamson County designee or to use a clock-in clock-out procedure. Misuse of this Williamson County equipment or Vendor equipment may result in immediate termination of the service contract.

Williamson County Buildings - No smoking Policy: All Williamson County buildings, property and grounds are NON-SMOKING. Vendor employees are prohibited from smoking in all areas.

Williamson County Holidays: Facilities Contract Administrator or designee will provide the approved FY 18-19 Holiday schedule to the Vendor, upon Commissioner County Court approval

Williamson Jail, ESOC and Juvenile Services buildings are open 24 hours a day and 7 days a week regardless of Holidays. Janitorial tasks must be completed per the building specifications, outlined in this contract. All other Williamson County buildings must be scheduled around holidays so that the required scope of service is completed per the specifications.

Keys: Vendor is responsible for all keys issues and signed for. Loss of keys will result in the Vendor paying all cost to re-key exterior/interior locks or replace exterior/interior locks, as deemed appropriate by Williamson County Facilities Contract Administrator or designee. Additionally, the Vendor will provide the appropriate number of keys to replace all key distribution for the Williamson County building (per Williamson County key records at time of the occurrence).

End of Janitorial Shift: At the end of each shift, Vendor employee(s) will ensure all lights (except security lights), lock and secure the building after last Vendor employee exits the building, unless performing janitorial tasks during business hours.

Security System: If there is a security system in the building, the Vendor is responsible for disarming/arming the alarm when arriving and leaving the building. Security alarm codes must not be disclosed nor shared.

Scheduling: Vendor must provide schedule and coordinate with Facilities Contract Administrator or designee for all tasks not performed routinely, such as window cleaning, power washing, semi-annual floor care, etc. Calendar of scheduled tasks must be made, followed, and carefully considered to ensure the tasks are completed as outlined in this contract. Williamson County building occupants must be notified at least 48 hours in advance of the scheduled task to be completed.

Additional cost to Williamson County, requests for additional floor care, upholstery cleaning, etc will be arranged by Facilities Contract Administrator or designee.

Vendor must maintain and empty Williamson County paper recycle bins, located in various centralized areas throughout the County buildings, into appropriate storage recycling dumpsters located at various buildings (see Recycling Dumpster locations below). Recycling containers at various Williamson County buildings that do not have a Recycling dumpster onsite must be transported to a Williamson County building where a recycling dumpster is available. Facilities Contract administrator will discuss those Williamson County buildings and assist with locating a near recycling dumpster located at a Williamson County buildings where recycling should be transported to for proper disposal. The Vendor is not responsible for individual office small blue recycling containers. Vendor should never empty the small blue cans, Williamson County employees are responsible for empting their own small blue desk cans into the larger blue collection container. Vendor is only responsible for the large blue collection container located in various locations throughout the Williamson County buildings. Shredded paper must be placed into plastic bags, tied shut and be delivered to the recycling dumpster.

#### Recycle Dumpster locations include:

Facility	Address
Cedar Park Annex	350 Discovery Blvd., Cedar Park
Inner Loop Annex	301 SE Inner Loop, Georgetown
Justice Center	405 MLK, Georgetown
Juvenile Justice Center	200 Wilco Way, Georgetown
Round Rock Jester Annex	1801 Old Settler's Blvd, Round Rock
Taylor Annex	412 Vance St. Taylor

Central Maintenance Facility	3151 SE Inner Loop, Georgetown
Emergency Service Operation Center	911 Tracy Chambers, Georgetown
Texas Avenue	355 Texas Ave, Round Rock
EMS	3189 SE Inner Loop, Georgetown
Georgetown Annex	151 Wilco Way, Georgetown

Agency Identification

Phone Number 713.528.7775

Email address

rrodriguez@mbmin.com

Agency Identification					
Agency Name				ORI	
WILLIAMSON COUNTY SHERIFF'S OFFICE				TX2460000	
Agency Address					
508 S ROCK ST					
City			Zip		
GEORGETOWN	GEORGETOWN		786	78626	
Agency Representative (Title and Name)					
SHERIFF ROBERT CHODY/MICHELE FREI TA					
Phone Number	Fax Numbe				
5129431300	5129431	444			
Email address					
rchody@wilco.org /mfrei@wilco.org					
Contractor Identification					
Company Name				viding Agency	
MCLEMORE BUILDING MAINTENANCE		JAN	VITOR	RIAL SERVICES	
Company Address					
110 FARGO STREET					
City		State	Zip		
HOUSTON		TX	770	06	
Contractor Representative (Title and Name)					
RICHARD B. RODRIGUEZ					

Visit our website <u>www.dps.texas.gov/securityreview</u> for information on submitting vendor/contractor fingerprints.

Fax Number

713.523.4341

Email can be sent to: security.committee@dps.texas.gov

Main office number is: (512) 424-5686

Parties may use the following Security Addendum with the Texas Signatory Page or, in their contract, choose to incorporate the Security Addendum by reference. If the Addendum is incorporated by reference into the contract, a copy of the contract must be provided to the TX DPS CJIS Security Office.

#### FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

#### Legal Authority for and Purpose and Genesis of the Security Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a) (7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

- § 20.33 Dissemination of criminal history record information.
- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
- To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
- 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
- 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

#### FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1)under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

#### 1.00 Definitions

- 1.01 Contracting Government Agency (CGA) the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.
- 1.02 Contractor a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.
- 2.00 Responsibilities of the Contracting Government Agency.
- 2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.
- 3.00 Responsibilities of the Contractor.
- 3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).
- 4.00 Security Violations.

- 4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.
- 4.02 Security violations can justify termination of the appended agreement.
- 4.03 Upon notification, the FBI reserves the right to:
  - a. Investigate or decline to investigate any report of unauthorized use;
  - b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

#### 5.00 Audit

- 5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.
- 6.00 Scope and Authority
- 6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.
- 6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.
- 6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.
- 6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.
- 6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director Criminal Justice Information Services Division, FBI 1000 Custer Hollow Road Clarksburg, West Virginia 26306

# FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Signature of Contractor Employee		Date
Printed or Typed Contractor Employee Name		
Sex: Race: DOB:	State/ID or DL:	
Signature of Contractor Representative		Date
Printed or Typed Name of Contractor Representative		
Organization Name and Representative's Title	-	

#### **Texas Signatory Page**

The undersigned parties agree that the Security Addendum is now a part of the contract between the entities. The parties agree to abide by all requirements of the Security Addendum and the CJIS Security Policy, and it shall remain in force for the term of the contract. Any violation of this addendum constitutes a breach of the contract.

To the extent there is a conflict between a confidentiality clause in the underlying contract and the Security Addendum and/or the CJIS Security Policy, the Security Addendum and the CJIS Security Policy shall govern any information covered by the Security Addendum and/or the CJIS Security Policy.

(To be signed and dated by the vendor and law enforcement agency representative(s) who signed the original contract, or at least who have authority to bind each entity.)

Robert Chody	
Printed Name of Agency Representative	
	Sheriff
Signature of Agency Representative	Title
Williamson County Sheriff's Office	
TX2460000	
Agency Name and ORI	Date
Richard B. Rodriguez	
Printed Name of Vendor (Contractor) Representative	
Arichael B. Roding wo	VP of Operations
Signature of Vendor (Contractor) Representative	Title
McLemore Building Maintenance	09/14/2018
Vendor Organization Name	Date

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**COUNTY OF WILLIAMSON** 

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#### SERVICES CONTRACT FOR CUSTODIAL SERVICES

(Mclemore Building Maintenance, Inc.)
(The Interlocal Purchasing System "TIPS" Contract #02052215)

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between Williamson County, Texas (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Mclemore Building Maintenance. Inc., a Texas corporation with offices located at 110 Fargo St., Houston, Texas 77006 (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

- A. As described in the attached TIPS" Contract #02052215 designated as Exhibit "A" and incorporated herein as if copied in full;
- B. Contract Specifications designated as Exhibit "B" and incorporated herein as if copied in full;
- C. Scope of Services (Facilities Lists) designated as Exhibit "C" and incorporated herein as if copied in full;
- D. Security Addendum designated as Exhibit "D" and incorporated herein as if copied in full; and
- E. Any required insurance certificates.

Should The County choose to add services in addition to those described in the above-

referenced exhibits, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and starting June 3, 2017 with the initial term continuing until September 30, 2017. At the end of the initial term of this contract, the parties, upon mutual agreement, shall have the option to renew this contract for up to two (2) additional and separate terms of twelve (12) months each upon the same terms and conditions contained herein, and pricing will presumptively remain the same. Exercise of the renewal option is at The County's sole discretion and shall be conditioned, at a minimum, on the Service Provider's performance of this contract and subject to: 1) same pricing or reasonable pricing close to the original pricing as agreed to by The County; and 2) the availability of funds. The County and Service Provider expressly agree that termination shall be Service Provider's sole remedy if the County chooses not to extend this contract for an additional twelve (12) month term.

III.

Consideration and Compensation: Service Provider will be compensated based on pricing set forth in TIPS" Contract #02052215. Any changes to pricing must be done in writing via amendment to this contract with formal approval by the Williamson County Commissioners Court.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

	Type of Coverage	Limits of Liability
a.	Worker's Compensation	Statutory
ъ.	Employer's Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$500,000 Ea. Accident \$500,000 Ea. Employee \$500,000 Policy Limit

 c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$ 500,000	\$ 500,000
Aggregate policy limits:		\$1,000,000

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and authorized sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written

instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

- A. As described in the attached TIPS" Contract #02052215 designated as Exhibit "A" and incorporated herein as if copied in full;
- B. Contract Specifications designated as Exhibit "B" and incorporated herein as if copied in full;
- C. Scope of Services (Facilities Lists) designated as Exhibit "C" and incorporated herein as if copied in full;
- D. Security Addendum designated as Exhibit "D" and incorporated herein as if copied in full; and
- E. Any required insurance certificates.

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

#### VI.

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

#### VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND IF THE CLAIM IS COVERED BY SERVICE PROVIDER'S INSURANCE COVERAGE, BY COUNSEL CHOSEN BY THE COUNTY OR CHOSEN AFTER CONSULTATION WITH AND APPROVAL BY THE COUNTY ON CHOICE OF COUNSEL AND THE COUNTY SHALL NOT UNREASONABLY WITHHOLD SUCH APPROVAL), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL

Deleted: (WITH COLUMNII, OF THE COUNTY'S CHOOSING; OR

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

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

#### VIII.

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

#### IX.

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

#### X,

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

#### XI

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

Deleted: WITH COUNSEL OF THE COUNTY'S CHOOSING),

#### XII.

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

#### XIII.

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

#### XIV.

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

#### XV.

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

#### XVI.

No Assignment: Service Provider may not assign this Contract.

#### XVII.

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

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

WILLIAMSON COUNTY:

**SERVICE PROVIDER:** 

Authorized Signature

Valence Covery

Printed Name

Authorized Signature

Printed Name

Printed Name

Date: April 3th, 2017

Exhibits "A-D"

Agency Identification

Agency Name		ORI
WILLIAMSON COUNTY SHERIFF'S OFFICE Agency Address		TX2460000
508 S ROCK ST		
GEORGETOWN	Zip	626
Agency Representative (Title and Name)	70	020
SHERIFF ROBERT CHODY/MICHELE FREI TAC		
Phone Number	Fax Number	
5129431300	5129431444	
Email address		
rchody@wilco.org /mfrei@wilco.org		
Contractor Identification		
Company Name	Service Pr	oviding Agency
MCLEMORE BUILDING MAINTENANCE	CUSTODIAL SE	RVICES
Company Address		
110 Fargo Street		
City	State Zip	
Contractor Representative (Title and Name)	FX	7006-2014
Phone Number Rodriguez, T	director of O	perations
Phone Number	Fax Number	
(713) 528-7775		III
Email address		Carried Model I force 2 notes at the control of the
Modriquez ambnine. Com		

Visit our website <u>www.dps.texas.gov/securityreview</u> for information on submitting vendor/contractor fingerprints.

Email can be sent to: <a href="mailto:security.committee@dps.texas.gov">security.committee@dps.texas.gov</a>

Main office number is: (512) 424-5686

Parties may use the following Security Addendum with the Texas Signatory Page or, in their contract, choose to incorporate the Security Addendum by reference. If the Addendum is incorporated by reference into the contract, a copy of the contract must be provided to the TX DPS CJIS Security Office.

# FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

# Legal Authority for and Purpose and Genesis of the Security Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a) (7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

- § 20.33 Dissemination of criminal history record information.
- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
- 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
- To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
- 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

# FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1)under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

#### 1.00 Definitions

- 1.01 Contracting Government Agency (CGA) the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.
- 1.02 Contractor a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.
- 2.00 Responsibilities of the Contracting Government Agency.
- 2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.
- 3.00 Responsibilities of the Contractor.
- 3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).
- 4.00 Security Violations.

- 4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.
- 4.02 Security violations can justify termination of the appended agreement.
- 4.03 Upon notification, the FBI reserves the right to:
  - a. Investigate or decline to investigate any report of unauthorized use;
  - b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

- 5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.
- 6.00 Scope and Authority
- 6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.
- 6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.
- 6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.
- 6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.
- 6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director Criminal Justice Information Services Division, FBI 1000 Custer Hollow Road Clarksburg, West Virginia 26306

# FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Signature of Contractor Employee  RICHARD B RODE: GUEZ  Printed or Typed Contractor Employee Name	2   28   19 Date
Sex: M Race: H DOB: 9/2/72 State/ID or DL:	18151782
Signature of Contractor Representative	2/21/2019 Date
Printed or Typed Name of Contractor Representative	
Mc Lame Bulchy Mar Weller Organization Name and Representative's Title	

R Directon

# **Texas Signatory Page**

The undersigned parties agree that the *Security Addendum* is now a part of the contract between the entities. The parties agree to abide by all requirements of the *Security Addendum* and the *CJIS Security Policy*, and it shall remain in force for the term of the contract. Any violation of this addendum constitutes a breach of the contract.

To the extent there is a conflict between a confidentiality clause in the underlying contract and the *Security Addendum* and/or the *CJIS Security Policy*, the *Security Addendum* and the *CJIS Security Policy* shall govern any information covered by the *Security Addendum* and/or the *CJIS Security Policy*.

(To be signed and dated by the vendor and law enforcement agency representative(s) who signed the original contract, or at least who have authority to bind each entity.)

Robert Chody	
Printed Name of Agency Representative	
- fit	Sheriff
Signature of Agency Representative	Title
Williamson County Sheriff's Office TX2460000 Agency Name and ORI	3-28-19 Date
	Date
Richard B. Rodribuez	COL
Printed Name of Vendor (Contractor) Representative	
Signature of Vendor (Contractor) Representative	Divector of Operations Title
McLemore Building Maintenance Vendor Organization Name	2 /28/19 Date

**Meeting Date:** 10/01/2019 2015 Certificates of Obligation

Submitted By: Emmeline Hawkins, County Auditor

**Department:** County Auditor

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on approving a 2015 Certificates of Obligation budget transfer to move \$375,000 from 2015 CO Non-Departmental (P356) to Jester Annex Ambulance Bay (P527) and Juvenile Justice Center – Restroom & Water Fountain (P528) of \$200,000.

#### **Background**

This transfer will make funds available per the September 24, 2019 item 57 discussion.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

No file(s) attached.

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 09/26/2019 09:25 AM

Form Started By: Emmeline Hawkins Started On: 09/25/2019 11:11 AM Final Approval Date: 09/26/2019

**Meeting Date:** 10/01/2019

2019 Capital Improvement Programs Budget Transfer **Submitted By:** Emmeline Hawkins, County Auditor

**Department:** County Auditor

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on approving a 2019 Capital Improvement Program Budget Transfer to move \$7,750,000 from 2019 CIP Non-Departmental (P507) to Prime Site #2 (P529) of \$2,250,000 and Children's Advocacy New Space and Remodel (P530) of \$5,500,000.

#### **Background**

This transfer will make funds available per the September 24, 2019 item 57 discussion.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

No file(s) attached.

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 09/26/2019 08:56 AM

Form Started By: Emmeline Hawkins Started On: 09/25/2019 11:12 AM

Final Approval Date: 09/26/2019

Meeting Date: 10/01/2019

Budget Amendment for the Jail and Sheriff Budget **Submitted By:** Julie Kiley, County Auditor

**Department:** County Auditor

Agenda Category: Regular Agenda Items

#### Information

32.

#### 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 expenditures for the Sheriffs Department and Jail.

#### **Background**

The Sheriffs Office and Jail ordered Guardian Portland Carriers for Commissioned Officers. The vendor has notified them that they will not be able to fulfill the order until after October 1st. Thus they are requesting the Commissioners court to appropriate the unspent funds from Fiscal Year 2019 to Fiscal Year 2020. These External Carriers are a necessity for the Commissioned Officers in addition to their regular Body Armor. It will lighten the load of their duty belts. It will also secure more of their equipment that they must carry every day. It is easier and safer.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0570.003008	Law Enforcement Equipment	\$4,922.00
	0100.0560.003008	Law Enforcement Equipment	\$21,186.00

#### **Attachments**

No file(s) attached.

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 09/26/2019 11:13 AM

Form Started By: Julie Kiley Started On: 09/26/2019 10:04 AM

Final Approval Date: 09/26/2019

**Meeting Date:** 10/01/2019

**Budget Policy** 

Submitted By: Ashlie Koenig, Budget Office

**Department:** Budget Office

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on the Budget Policy document for 2019-2020.

#### **Background**

Each year the Budget Office updates this document with necessary changes to better communicate existing practices and processes within the Budget Office. Revisions/changes are highlighted in yellow on the attached document. The largest change is noted on Page 6; item #6 has been removed and replaced with #11 which better communicates our current practice.

### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

#### **Budget Policy**

Final Approval Date: 09/25/2019

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 09/25/2019 01:38 PM

Form Started By: Ashlie Koenig Started On: 09/25/2019 01:20 PM

# WILLIAMSON COUNTY BUDGET POLICY

The stewardship of public funds is one of the greatest responsibilities the Commissioners Court is tasked with. Therefore, the establishment and maintenance of budget policy is critical to ensure County officials protect public interests and promote citizens' confidence in County government...

### I. General Policies

- 1. Williamson County will operate on a fiscal year which begins on October 1<sup>st</sup> and ends on September 30<sup>th</sup>.
- 2. Williamson County will continuously identify areas within the County for evaluation in order to improve efficiency and manage costs.
- 3. Cost/Benefit studies will be conducted, where appropriate and applicable, on non-recurring and recurring expenditures as well as capital projects.
- 4. All recurring budget items shall be funded in the general fund or road and bridge fund operating accounts/funds. The aforementioned budget items shall be funded from revenue generated by the annual maintenance and operations general fund and road and bridge fund property tax levy. Recurring expenditures are defined as items that are ongoing in nature or routine. Examples include personnel and related expenses, utilities and/or fuel, etc. Recurring items shall NOT be budgeted for with excess fund balance/cash reserve funds.
- 5. Approved annual budgets, with amendments as approved by the Commissioners Court, are the management control device utilized by the County. Annual appropriated budgets are adopted for the General, Road and Bridge and Debt Services Funds and lapse at fiscal year end.
- 6. Each department should make every effort to manage expenditures in a fiscally prudent manner. All programs should be monitored on a regular basis to ensure viability, necessity and efficiency.
- 7. Proposed expenditure recommendations shall include the following:
  - a. General Fund operating and maintenance expenditures
  - b. Road and Bridge Fund operating and maintenance expenditures
  - c. Debt Service Fund expenditures
  - d. Any additional information as requested by the Court

- 8. Technology requests should increase the efficiency of County government by improving the delivery of service, reducing duplication of data, increasing the accuracy of data, consolidating data entry efforts, reduce reducing the necessity to add staff in future years, improving security and privacy, or be required because of a new statutory requirement.
- 9. Furniture shall be replaced only when a demonstrated need has been presented and not in conjunction with transitioning into a new building and/or new personnel assuming an existing position in which furniture has previously been provided.
- 10. In order to maintain efficient and cost-effective services to the citizens of Williamson County, all budget requests are recommended to be prepared from the modified, zero-based budgeting process justifying the proposed expenditures as well as utilizing the most current information and trend analysis.
- 11. Williamson County seeks to advance economic development within the County. The Court will continuously support efforts to advance economic prosperity of the County when it finds that such efforts are in the best interest of the County and its citizens.
- 12. The Court at all times will attempt to maintain or lower the present tax rate.
- 13. Lame Duck Policy Should an elected official not seek re-election or not be re-elected, 75% of the departmental budget will be encumbered so as to limit spending to 25%, equal to the time remaining in office. This is in accordance with Texas Local Government Code 130.908.

#### II. Revenue and Transfer Policies

- Williamson County will establish user charges and fees as permitted by law at a level related to the cost of providing that service to include direct and indirect costs.
- 2. When necessary, Williamson County will permit increases or decreases in user charges and fees. These charges and fees should be monitored and re-evaluated annually by each department head and/or elected official.
- 3. The County shall continuously seek public and private grants as well as other outside funding sources.

- 4. Williamson County allows a department head, appointed/elected official or his/her designee to request line item transfers throughout the fiscal year. Pursuant to Local Government Code Section 111.070, the Commissioners Court may spend County funds only in strict compliance with the budget. The Commissioners Court by order may amend the budget to transfer an amount budgeted for one item to another budgeted item without authorizing an emergency expenditure.
- 5. Line item transfers between 8000 accounts, merit 001130 and salary lines for the purpose of merit money allocation and re-allocation are initiated by Human Resources, forwarded to the Budget Office and completed by the Auditor's Office. These transfers will be placed on the agenda as needed for Commissioners Court approval/review.
- 6. Line item transfers in the amount of \$500 or less may be e-mailed directly to the Budget Office and are not required to be placed on the agenda unless:
  - a. The transfer is to purchase items requested but not recommended or approved in the budget
  - b. To simply increase overall funding in a particular line item

# **III.** Reserve Policies

- 1. Williamson County will maintain adequate levels of fund balance to mitigate current and future risks, maintain an exceptional bond rating, and for long-term planning.
- 2. It is imperative that all department heads as well as elected officials continuously review expenditures to ensure fiscal responsibility.

# IV. Budget Amendment Policies

- 1. Pursuant to Local Government Code, Section 111.070 (b), the Commissioners Court may authorize an emergency expenditure as an amendment to the original budget only in case of a grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention.
- 2. All budget amendments must be placed on the regular agenda for consideration by the Commissioners Court and any amendments creating an increase in budgetary commitment for the next fiscal year shall be specifically noted.
- 3. The re-appropriation at the beginning of a fiscal year of funds committed under valid purchase orders of the County but unspent by September 30<sup>th</sup> of the prior

fiscal year require a budget amendment from fund balance. These amendments are few in nature and will be made on a case by case basis. These budget amendments have no net effect on spending but simply change the accounting year for expenditures.

# V. Capital Improvement Policies

- 1. Capital improvement projects include major equipment, software purchases as well as construction and remodeling requiring extensive funding.
- 2. Each department is encouraged to update their capital projects plan for the next five years so the Budget Officer may consolidate these into a five-year Capital Improvement Plan. Departments in a common functional area should cooperate in planning for capital projects affecting the entire function of that particular area. Budgeting and allocation of funds for capital projects will be made on the basis of long-term planning.
- 3. Capital improvement projects may be paid from current revenues, cash reserves or bonds. Bonds or other forms of debt will normally be used for capital projects when appropriate.
- 4. The selection of furniture, fabrics, color choices and/or materials used in the construction/remodeling of Williamson County facilities will be made by the Williamson County Facilities Division subject only to the Williamson County Commissioner Court's authority to override or otherwise modify such selection decisions pursuant to the Williamson County Commissioners Court's facilities powers, as is conferred by the Constitution and the laws of the State of Texas. Every effort will be made to maintain a professional appearance and provide uniformity and standardization in Williamson County facilities. Funding, where applicable, for the above-mentioned facility enhancements may reside in the Williamson County Facilities departmental budget.
- 5. The selection of flooring, paint, lighting, HVAC and electrical facility enhancements in individual/personal offices will be made by the Williamson County Facilities Division subject only to the Williamson County Commissioner Court's authority to override or otherwise modify such selection decisions pursuant to the Williamson County Commissioners Court's facilities powers, as is conferred by the Constitution and the laws of the State of Texas. Every effort will be made to maintain a professional appearance and provide uniformity and standardization in these areas. Funding, where applicable, for the abovementioned facility enhancements may reside in the Williamson County Facilities

- departmental budget. All facility changes / structural modifications must have the approval of the Facilities Department.
- 6. Life cycle replacements, defined as a capital improvement analyzed for life cycle efficiency with a scheduled end of life, will be evaluated for the following:
  - Expected life of the replacement equipment
  - Age of current equipment being replaced
  - Repair dollars spent YTD
  - Issues with current system/equipment
  - Cost / Benefit of replacement
  - Phase in Approach vs. All at Once Funding
  - Cost savings of replacement item
  - Recurring costs associated with replacement item
  - External resources required to support replacement item to include external agencies, maintenance contract agreements and/or internal departments

# VI. Personnel Policies

- 1. It is the priority of the Court to provide adequate and qualified staffing for offices and departments while ensuring efficiency. Requests for staff should be made only for new programs and/or upon demonstrated increases in service requirements that cannot be met with improved technology or changes in procedures.
- 2. Positions will only be recommended and approved when a verifiable need is demonstrated. Complete documentation to include any applicable and verifiable statistics, metrics, compliance requirements, job description, etc. should be provided at the time of the request.
- 3. The Court encourages and supports the allocation of funding to ensure the County's work force is properly trained. It is recommended that all department heads as well as elected officials additionally support reasonable continuing education requests.
- 4. The Court strives to ensure, where possible and practical, that employee compensation will be competitive with other similarly situated counties and/or local municipalities.
- 5. The Budget Office will maintain a budget on each position in an effort to identify "excess" funds available for the purpose of recruiting, re-classifications and reorganizations. Position control will be utilized on all salary line items with the exception of line item 001107, Temporary and Seasonal. Monies remaining in a

salary line due to a position being vacant may not be used to increase a position's salary/rate of pay but may be used to pay out leave time when a position is vacated.

- 6. Each year merit money allocation, funding and adoption will be based on salaries as of the last pay period in March with the exception of any Human Resources recommended/adopted salary adjustments (increases or decreases effective for the new fiscal year). These recommended/adopted increases/decreases will be the new basis/salary for merit and COLA allocation. Merit money will be allocated on vacant positions and will be based on the rate of pay on the position when the vacancy occurred. Merit money will not be allocated on newly created positions. Application of increases will occur in this order: Re class, COLA and then merit.
- 7. All newly created positions will be funded at the minimum of the pay grade.
- 8. Re-classifications will be funded in accordance with current policy.
- 9. Merit funding (object code 001130) may only be used for merit performance/purpose in accordance with current policy. All merit funding remaining in salary line 001130 will roll forward each fiscal year. Merit funds, once allocated to a position, may not be moved back into the merit line, object code 001130. Merit funding/calculations are based on all filled/unfilled, full-time/part-time position-based slots. New positions are excluded from merit funding but allowed up to a 5% merit increase after 90 days.
- 10. Equipment/Supplies requested in the budget in conjunction with special teams/operations will not be funded from the general fund budget unless expressly authorized/approved by the Commissioners Court. Likewise, line item transfer requests for a similar purpose may be denied.
- 11. Recommended pay changes will be applied as follows:

# MERIT will be applied to:

- a. Actual Salary as of March 31st if a position is filled
- b. The budget on the position as of March 31st if position is vacant
- c. Merit will not be funded on new positions

# COLA will be applied to:

- a. Actual Salary as of March 31st if a position is filled
- b. The budget on the position as of March 31st if position is vacant
- c. COLA will be applied to new positions

Application of increases will occur in this order: Re-class, COLA and then merit

12. Regardless of funding source, the Commissioners Court has express authority to set all compensations/salaries for Williamson County positions.

#### VII. Fleet Policies

- 1. Vehicle and heavy equipment replacement funding will be allocated to each department when necessary in accordance with the Fleet Management Replacement Program. Vehicle and heavy equipment replacement recommendations will be reviewed for the following:
  - a. Miles or hours as applicable
  - b. Maintenance
  - c. Type of Vehicle / Equipment Requested
  - d. Fuel Efficiency
  - e. Age of Vehicle
  - f. Vehicle / Equipment Utilization
- 2. Funding will only be recommended for the changing of logo/graphics as vehicles are replaced/retired unless graphics are worn/damaged beyond repair and are no longer visible.

# **VIII. Uniform Policies**

Uniform funding *may* be provided to serve a public purpose i.e. out in the field and for departments/individuals who a) require regular and recurring public contact b) require clear identification to the public or c) where a demonstrated need is created for distinct separation between staff and population i.e. deputy vs. inmate, detention officer vs. population, etc.

The following uniform criteria must be met:

- 1. The uniform item must be required daily wear by the elected official/department head
- A departmental uniform policy must be provided at the time funding is requested to include (but not limited to) quantity of uniforms provided, positions requiring a uniform item, itemization of uniform items and on-going replacement of such items.

- 3. Uniform items must not be easily converted to everyday wear i.e. jeans, caps, t-shirts (a patch/emblem/logo on the uniform item does not necessarily prevent it from being easily converted).
- 4. Footwear will only be funded if it is a specialty item required for health and safety i.e. boots for motor units.
- 5. Funding for outerwear such as jackets and protective gear will only be recommended if an employee's job duties must be performed outdoors on a regular basis and the employee's personal outerwear is not permitted.
- 6. Shotguns/Rifles will be funded for each deputy if funding is available. Personal glocks/handguns, as well as any associated add-ons to personal handguns, are to be funded/provided by the deputy.

Last Approved 9/25/18

**Commissioners Court - Regular Session** 

**Meeting Date:** 10/01/2019

FY19/20 Budget Order

Submitted For: Bill Gravell Submitted By: Melissa Goins, County Judge

**Department:** County Judge

Agenda Category: Regular Agenda Items

#### Information

# Agenda Item

Discuss, consider, and take appropriate action on any necessary amendments relating to the FY19/20 Budget Order.

# **Background**

# **Fiscal Impact**

Г				
	From/To	Acct No.	Description	Amount

#### **Attachments**

FY19/20 Budget Order - Track Changes FY19/20 Budget Order - No Markup

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. (Originator)
Form Started By: Melissa Goins
Final Approval Date: 09/26/2019

Andrea Schiele 09/26/2019 08:23 AM

Started On: 09/25/2019 04:16 PM

34.

# STATE OF TEXAS COUNTY OF WILLIAMSON AN ORDER ADOPTING THE 2019/2020 COUNTY BUDGET

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2019/2020;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

#### POLICIES RELATED TO COMPENSATION AND BENEFITS

#### I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	126,182.00 per year
b)	Judge of the County Court at Law #1	156,999.96 per year
c)	Judge of the County Court at Law #2	156,999.96 per year
d)	Judge of the County Court at Law #3	184,999.96 per year
e)	Judge of the County Court at Law #4	184,999.96 per year
f)	County Attorney	161,709.96 per year
g)	County Sheriff	127,475.75 per year
h)	County Clerk	104,521.54 per year
i)	County Tax Assessor/Collector	108,691.18 per year
j)	District Clerk	104,521.54 per year
k)	County Treasurer	100,563.99 per year
1)	Each County Commissioner	102,747.63 per year
m)	Each Justice of the Peace	91,468.43 per year
n)	Each Constable	86,522.43 per year

2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

#### II. HOLIDAYS

The established holiday schedule for paid holidays for the 2019/2020 budget year is as follows:

Veterans Day	Monday	November 11, 2019
Thanksgiving Holiday	Thursday Friday	November 28, 2019 November 29, 2019
Christmas Holiday	Tuesday Wednesday	December 24, 2019 December 25, 2019
New Year's Holiday	Wednesday	January 1, 2020
Martin Luther King Day	Monday	January 20, 2020
President's Day	Monday	February 17, 2020
Good Friday	Friday	April 10, 2020
Memorial Day	Monday	May 25, 2020
Independence Holiday	Friday	July 3, 2020
Labor Day	Monday	September 7, 2020

See Addendum: The Williamson County Employee Policy Manual (September 11, 2018). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

#### III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices.

1. Field Training Officer Pay (FTO) — Training officers must maintain the proper certification and follow all established operating procedures. Designated positions listed below The positions designated as Field Training Officers will be paid \$150 per month. The following departments/offices are authorized to receive FTO incentive pay for the maximum number of positions listed:

Sheriff's Office – Maximum of 18 positions
Corrections – Maximum of 12 positions
Emergency Medical Services – Maximum of 20 positions
Mobile Outreach Team – Maximum of 2 positions
2

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2. Crisis Intervention Team Supplemental Pay (CIT) — Members of the Crisis Intervention Team must maintain the proper certification and follow all established operating procedures. Designated positions below The positions designated for CIT pay will be paid \$250 per month. The following departments/offices are authorized to receive CIT supplemental pay for the maximum number of positions listed:

#### Sheriff's Office – Maximum of 10 positions

3. Training Specialist Supplemental Pay — <u>Training Specialist must maintain the proper certification and follow all established operating procedures.</u> <u>Designated positions below. The positions designated as Training Specialist-will be paid \$100 per pay period. The following departments/offices are authorized to receive Training Specialist pay for the maximum number of positions listed:</u>

#### **Emergency Communications** – Maximum of 16 positions

4. On – call Pay – Specific positions <u>listed below</u> are classified as eligible for on-call pay due to the demand for after hour services. <u>All Corrections and Sheriff's Office positions are to be paid by the Sheriff Office's State and Local Forfeiture Fund and all District Attorney positions are to be paid by the District Attorney's Asset Forfeiture Funds. <u>The positions designated for on-call pay must follow all established operating procedures.</u> The following departments/offices are authorized to receive on-call pay for the maximum number of positions and amounts listed:</u>

<u>PD</u>istrict Attorney's Office – Maximum of 1 Ass<u>t.istant</u> District Attorney, \$300 perweek to be paid by the District Attorney's Asset Forfeiture Fund

**Facilities Maintenance** – Maximum of 2 non – exempt positions, \$75 \$100 per week **Technology Services** – Maximum of 1 position, \$200 per week

#### Sheriff's Office:

**Detectives** – Maximum of 2 positions, \$200 per week

—Sergeant Detective – Maximum of 1 position, \$200 per week

\_\_\_\_\_\_Crime Scene/ Special Evidence Tech – Maximum of 1 position, \$200 per

week

-SSWAT – Maximum of 8 positions, \$200 per week

——Transportation Deputies (Corrections) (Corrections) — Maximum of 2

positions, \$200 per week

—VVictim's Assistance – Maximum of 1 position, \$200 per week

5. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid for the office listed below for ongoing maintenance of certifications by the Texas Board of Legal Specialization. Funding amount is \$5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund. The following department/office is authorized to receive supplemental pay for the maximum number of positions listed:

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**District Attorney** – Maximum of 5 positions, \$5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund

6. On call Pay Specific positions within the Sheriffs' Office and Corrections are eligible for on call pay due to the demand for after hour services. The positions designated for on call pay must follow all established operating procedures. Funding amount is \$200 per week to be paid by the Sheriff Office's State and Local Forfeiture Funds. The following positions are authorized to receive on call pay for the maximum number of positions and amounts listed:

Detectives Maximum of 2 positions
Sergeant Detective Maximum of 1 position
Crime Scene/ Special Evidence Tech Maximum of 1 position
SWAT Maximum of 8 positions
Transportation Deputies (Corrections) Maximum of 2 positions
Victim's Assistance Maximum of 1 position

6. Night Shift Differential Specific positions listed below within Facilities are eligible for shift differential pay due to the demand for after hour services at the Williamson County Jail. The positions designated for shift differential must follow all established operating procedures. Funding amount is an additional \$1 per hour to be paid by the Building Maintenance General Fund Account. The following positions are authorized to receive shift differential pay for the maximum number of positions listed:

Facilities Maximum of 2 positions, \$1 per hour

#### IV. — <u>CATASTROPHIC EVENT PAY</u>

#### **PURPOSE**

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

#### **BACKGROUND**

Williamson County will compensate those essential employees who are required to work outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

- A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.
- B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson

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County Emergency Operations Center and Local, Regional, State and Federal Deployments.

#### POLICY

#### 1. Non-exempt Compensation

Any non-exempt employee who is recalled to duty during a catastrophic event, who works in- excess of forty (40) hours in a work week, or 86-hours in the pay period for those on the law enforcement pay plan, will be paid overtime for additional hours worked. Note that the general rules of compensable time apply to work performed under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

#### 2. Exempt Compensation

At the Commissioners Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (eighty hours in a pay period) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a determined hourly rate. Only pay periods with hours worked that equal or exceed 88 hours and at least 8 hours for the event, should be submitted for possible compensation.

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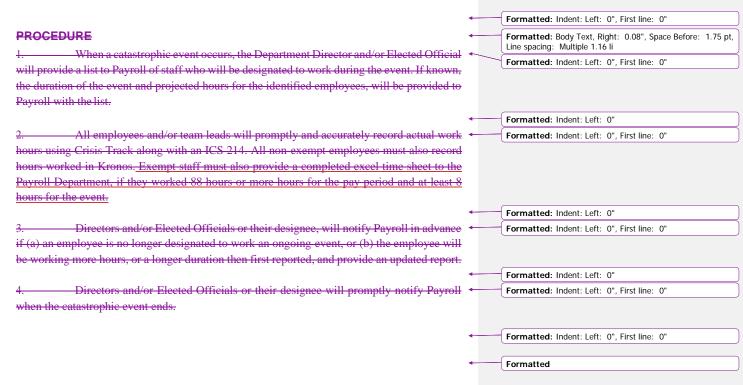
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#### V. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of nonspendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Commissioners Court has assigned \$1.6 million dollars of fund balance for the purpose of funding Law Enforcement and Corrections salaries should the amount budgeted not be sufficient to fund the total amount of approved FTE's in these departments. A budget amendment will be

placed on the consent agenda during the fiscal year should the departments exceed the budgeted total

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Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures, excluding the Capital Improvement Plan and Long-Range Transportation Plan."

The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including, but not limited to:

- Tax rate stabilization.
- ° Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

- **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement (\$2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.
- 4. **Self-Insured Health Plan Fund Policy**: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. Radio Communication Systems (RCS) Fund Policy: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.

The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

#### Use and Distribution of Specific Special Revenue Funds and Accounts

- 6. **Child Safety Fund:** This fund is used to deposit a \$1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of \$25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.
- 7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral

rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

8. **Employee Fund**: The Employee fund is proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

- a) To offset the cost of county employee events
- b) Flowers for the death of a county employee only
- e)—An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition.
- c) (Purchasing guidelines must be adhered to):
  - i. The employee must be vested (8 years of service)
  - ii. \$40.00 allowed for employees with up to 15 years of service
  - iii. \$80.00 allowed for employees with over 15 years of service
- <u>d</u>) Employee recognition events and programs
- e) Maximum of \$300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
  - i. Elected Official serving in his/her capacity for at least ± 2 terms
  - ii. Department Head who must be vested (8 years of service)
  - d)iii. Employee with 25 years of service or more

No reimbursement of sales tax will be allowed.

The amount allowed for use may never exceed the actual balance in the fund.

Purchases from this fund are approved by the County Judge.

- 9. **WM-City of Hutto and Hutto ISD Fund**: The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.
- 10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.
- 11. **Use of Flex Funding Account for Mental Health Mobile Outreach Team:** In order to mitigate the incidence of public mental health crisis and save the taxpayers from spending

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additional funds on costs that could otherwise be limited for *public* health-related services, the Williamson County Commissioners Court finds there is compelling need to establish and authorize the use of a mental health Flex Funding Account by the Mobile Outreach Team.

-Therefore, pursuant to the Texas Local Government Code, § 111.068(b) (citing the "interest of the tax payers" in budget matters), the Texas Health and Safety Code, § 121.003(a) (authorizing commissioners court to "enforce any law that is reasonably necessary to protect the public health."), and the common law granting the County authority to regulate the public health and safety, the Williamson County Commissioners Court approves the Mental Health Mobile Outreach Team Flex Funding Account. Typical Flex Funding expenditures may include, but are not limited to transportation vouchers, payment for medical appointments, medication/pharmacy vouchers/payments, payment for therapy sessions (short to mid-term), food and motel vouchers, payment toward utility or other essential household bills. The Mobile Outreach Team has Policies and Procedures to ensure compliance with this policy. The fund is subject to further oversight, including, but not limited to, auditing by the Williamson County Auditor's Office.

#### 12. Financial – General Procedures

- a) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.
- b) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.
- c) Transfer of funds **out** of the following line items will not be allowed:
  - i) Training
  - ii) Gasoline
  - iii) Cell Phones
  - iv) RCS Radio Fees
- d) Transfer of funds **into** any of the above line items may be allowed.
- e) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal:
  - i) Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/re-allocation are permissible and will be placed on the agenda for Commissioners Court approval/review.
  - ii) Fringe Benefits.

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f) All recruitment items purchased must comply with Article III, section 52 of the Texase Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.

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 <u>Funds for recruitment items must be approved during the annual budget</u> process.

- ii) Items must not state the name of any individual, but instead the name of the county and/or department or office.
- iii) "Give Away" items such as pens, pencils, etc. should not exceed \$2.00 per item.

All purchases must follow procurement guidelines.

iv)

#### VI. PURCHASING - GENERAL PROCEDURES

- 1. The purpose of this section is to facilitate the judicious expenditure of county dollars. Williamson County Purchasing and Procurement Card (P-Card) policies are intended to This policy will provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing and P-Card policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them. Any questions related to conformance should be directed to the Purchasing Department prior to making a purchase.
- 2. County purchasing policies must be strictly adhered to for all purchases The Williamson County Purchasing Manual as well as other more detailed information directing specific purchasing procedures and processes and can be located on the SharePoint Purchasing Portal at: <a href="https://wilco365.sharepoint.com/purchasingportal.">https://wilco365.sharepoint.com/purchasingportal.</a>

This site provides county departments access to:

- a. Policies, Procedures and Manuals
- b. Training Materials
- c. Forms
- d. Guides and other tools to assist in the purchasing process

• \_\_\_\_\_3.\_\_\_\_County Purchase Requisitions and Purchase Orders must be submitted electronically. All Department Heads/County Officials shall ensure Purchase Requisitions are not created and approved in Oracle by the same individual. There must be a separation between Requisition originators and Requisition approvers. This is to ensure proper segregation of duties to prevent error and fraud.

- All purchases for materials, supplies and services require Purchasing approval prior to
  placing the order. The preferred approval method is issuance of a Purchase Order but
  Procurement Cards (P-cards) may be used for specific situations.
- Purchases \$5,000 or greater require approval of the County Judge.
- Requests for a Purchase Order after the order is placed will not be processed except for the following items:

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Repair services (i.e. equipment repairs, vehicle repairs etc., includes purchase and/or replacement of any parts). Purchase Requisition must be entered as soon as possible after the purchase was made.

Goods and Services purchased during an emergency (i.e. public calamity). Requisition must be entered as soon as possible, after the purchase was made and the purchase must be exempted during the next possible Commissioners Court meeting.

• Purchases for supplies and materials for which a Purchase Order was not issued prior to the purchase must be approved by the County Judge. Please complete the County Judge Approval Form located on the Auditor's Portal for these purchases.

 Procurement Cards (P cards) may be utilized as an alternate purchasing method to Purchase Orders for small dollar purchases, registration fees, business travel and training.

- P card holders must adhere to the Williamson County Procurement Policy located in the Procurement Card Manual at the SharePoint Purchasing Portal at <a href="https://wileo365.sharepoint.com/purchasingportal">https://wileo365.sharepoint.com/purchasingportal</a>,
- Personal charges on the procurement card are strictly prohibited.
- Cardholder and department head/elected official are responsible for verification of available budget funds before the purchase is made.
- Purchases must adhere to all competitive procurement requirements and may not be split
  or segmented to avoid such requirements or credit limits.
  - Purchases \$5,000 or greater require approval of the County Judge.
- The procurement card monthly Expense Report and all receipts must be submitted to Accounts Payable within 5 business days of the statement close date.

The County Auditor's Office will audit Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by <a href="mailto:the\_County Auditor">the\_County Auditor</a>'s Office or <a href="Purchasing Office">Purchasing Office</a>. Actions may include:

- a. Retraining
- b. Reduction of credit limits
- c. Suspension of account,

Theft, fraud or intentional policy violations may result in permanent closure of account or termination of employment, based on severity of violation.

- ➤ Level 1: Written documentation for file from cardholder and department head/elected official; may include cardholder retraining and/or reduction of credit limits.
- Level 2: Written documentation for file from cardholder and department head/elected official; cardholder account suspended for 90 days.
- Level 3: Account closed permanently; may include termination of employment based on severity of violation
- Repeated infractions may result in level escalation and management reserves the right to consider theft, fraud or intentional policy violations as a Level 3 infraction.
- e. 4. Information for conducting purchases on behalf of Williamson County can be located on the intranet Purchasing Portal located at: <a href="https://wilco365.sharepoint.com/purchasingportal">https://wilco365.sharepoint.com/purchasingportal</a>.
- 54. Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

http://www.wilco.org/CountyDepartments/Purchasing

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#### VII. ACCOUNTS PAYABLE - GENERAL PROCEDURES

1. The purpose of the Accounts Payable procedures is to promote the prudent exercise of judgment when spending county dollars. This policy will provide accountability and consistent Accounts Payable procedures in the issuance of checks for Williamson County obligations. The responsibility to observe these guidelines rests with the employee, supervisor, department head, or elected official who certifies conformance to these guidelines by approving the expenditure.

a) Any bill or invoice must be submitted to the County Auditor for payment within five (5) days of receipt by the Department. All expense reimbursements must be received in the County Auditor's office within sixty (60) days of the expenditure.

b) Checks for payment of county obligations will be issued not later than 30 days after the date the invoice is received in the Accounts Payable department, pursuant to Texas Govt. Code Sec. 2251.021.

- e) Cheeks will be issued every Tuesday. When an issuance date falls on a holiday, cheeks will be issued on the first working day after the holiday.
- d) The cutoff day for receiving invoices for each check run will be Wednesday at 11am. The Accounts Payable department will endeavor to process invoices that are received from Friday to the following Thursday approximately 12–20 days after the invoice is received in our department.
- e) Any invoice or expense reimbursement requiring additional review or signatures may cause delays in processing.
- f) Manual checks will be issued in emergency situations only with the County Treasurer's approval.
- g) Purchase orders are required for ALL purchases <u>as</u> of materials and supplies, pursuant with the Texas Local Government Code, Chapter 113, Section 901 and <u>outlined in</u> the County Purchasing Manual. The County Auditor's office will not process payment for an invoice without the required purchase order. Any expense incurred without the required Purchase Order must be submitted to the County Judge, along with the County Judge Approval Form, for his waiver of the Requisition requirement prior to submitting the expense to Accounts Payable for payment.
- h) All Department Heads/County Officials shall ensure purchase requisitions are not created and approved in Oracle by the same individual.
- i) Discrepancies between invoices & purchase orders should be brought to the attention of the vendor to resolve the discrepancy. If a purchase order needs to be corrected, please contact the Purchasing Department prior sending the invoice to Accounts Payable for payment. Purchasing department before submitting to Accounts Payable.
- j) PO numbers should be included on the invoice from the vendor. If the PO number is not indicated, the department should include the PO on the invoice when submitting it to the Accounts Payable Department.
- k) Invoices shall be submitted as a signed original or electronically. Do not submit both ways to avoid duplication of payment. Please include all relevant back up documents and signatures with the electronic copy.

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All authorizations and account coding should be made on the invoice.  m) Approval signatures and account coding should not be made on the remittance portion of the invoice. If necessary, attach an additional sheet with approval authorization.  n) If a PO is not required (Consult Purchasing Guide), and there is no invoice, please submit a check request form with appropriate documentation directly to Accounts Payable. Please note, in either circumstance there is a 12 20 day processing time from the date Accounts Payable receives the request.  o) Any questions or extenuating circumstances should be directed to the Accounts Payable department.  p) A request for reimbursement for an on line expense (e.g., e tickets or hotel deposit) must include a printout of the on line/e mail receipt which includes itemized documentation of the expense.  q) Cell phone use will be reimbursed/paid according to the county cell phone policy.  r) Any mailings sent by a county department or official using county funds must be infurtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.  a) a) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.  b) Transfer of funds out of the following line items will not be allowed: j) Training  Formatted: Indent: Left: 0", First line: 0"	just space
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furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.  a) S) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.  (t) Transfer of funds out of the following line items will not be allowed: i) Training  Formatted: Font: 11.5 pt  Formatted: Font: 11.5 pt  Formatted: Font: 11.5 pt  Formatted: Indent: Left: 0", First line: 0"	just space
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ii) Gasoline Formatted: Indent: Left: 0", First line: 0"	
iii) Cell Phones	
iv) RCS Radio Fees Formatted: Font: 11.5 pt	
ii) Training iii) Gasoline iii) Cell Phones iii) RCS Radio Fees	
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u) Transfer of funds into any of the above line items may be allowed.	
v) Transfer of funds out of, within, or to the following line items will not be allowed, with  Formatted: Font: 11.5 pt	
the exception of line item 1107/Temp Seasonal:	
b) Salaries This pertains to salary line items that are budgeted based on position control. Formatted: Normal, Justified, No bullets or	numbering
This includes object codes 1100, 1101, and 1105. Line item transfers between 8000 accounts	
and salary lines for the purpose of merit money allocation/re allocation are permissible and will	
be placed on the agenda for Commissioners Court approval/review.	
i. Fringe Benefits. Formatted: No bullets or numbering	
w) All recruitment items purchased must comply with Article III, section 52 of the Texas Formatted: Indent: Left: 0", First line: 0",	Don't adjust
w) All recruitment items purchased must comply with Article III, section 52 of the Texas  Constitution. Thus, the predominant purpose of any expenditures on recruitment materials  between Latin and purpose of the text and	
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must be to accomplish a "direct" public purpose and be in compliance with the provisions	јчог зрасе
must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit	учен зране
must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.	just space

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Budget Order 2019/2020

Funds for recruitment items must be approved during the annual budget process.

ii. Items must not state the name of any individual, but instead the name of the county and/or department or office.

"Give Away" items such as pens, pencils, etc. should not exceed \$2.00 per item.

. All purchases must follow procurement guidelines.

#### VIII. COUNTY VEHICLES

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county-employee that resides outside the county and utilizes a county owned vehicle during their work dayworkday, is required to return that vehicle to their primary work location following their assigned work shift. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

 a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Commander and Chiefs

b) Each Constable and Deputy Constables

- c) Investigators in the District Attorney and County Attorneys offices
- Two on call maintenance employees designated by the Maintenance Division Director
- e) Division Commanders, and Operation Commander(s) approved by EMS Director
- f) The Fire Marshal Special Operations Chief, Asst. Fire Marshal, Special Operations Asst. Chief, and On Call Hazmat Special Operations Captain, when on call
- g) The Assistant County Engineer for Maintenance Operations, the Director of Field Operations, (9) Senior Foremen and Foreman
- h) The Director of Emergency Management and the Deputy Director of Emergency Management
- i) The Wireless Communications Tower Technician

The Senior Director of Emergency Services and the Sheriff have the discretion to assign a vehicle to an appropriate member of their department to facilitate a specific response to emergency scenes or events, on a case by case basis, where the resources are requested and needed. This shall only be done in times of high risk, high probability events, or during scheduled special "large scale" events where response is likely. This assignment shall be tracked and reported to the Commissioners Court.

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The following list has been grandfathered by the court, will not be expanded, unless approved by the Commissioners Court, and shall show significant decreases in each budget year until phased out.

#### **Sheriff's Office**

S. Zion

D. Garrett

#### Constable Office Pct. 2

S. Holt

#### Road and Bridge

J. Jansen

#### **Emergency Services**

R. Williams

M. Reyna

H. Clark

C. Green-Mick

T. Allen

I. Oyedokun

The following list has been exempted from the out of county policy for take home vehicles by the court.

#### **Sheriff's Office**

H. Vargas

S. Zion

D. Garrett

W. Steffen

R. Gauvin

J. Sapien

J. Helm J. Guinn

County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each work dayworkday at the facility where the primary office is located.

It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchases and make\* recommendations for budgeting purposes. This committee will consist of one representative from each Constable's Office, the Budget Office, Emergency Services, Fleet Department, Human Resources, Infrastructure, Purchasing, and the Sheriff's Office. The Auditor's Office is a non-voting member.

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3. All-All accidents involving County vehicles and equipment must be reported to the Risk and Safety Coordinator in the Human Resources—Department to ensure appropriate claims processing, g.-including any If driver is deemed at fault, all dispositions/corrective action taken, must be reported to the Risk and Safety Coordinator as w Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable. Also,

4. —new vehicles, equipment, and buildings must be reported to the Risk and Safety Coordinator in the Human Resources Department immediately in order to ensure that proper insurance coverage is in place.

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#### VIII. LEVIII. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED 2019/2020 WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of for, and against on the 20<sup>th</sup> of August 2019.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

Bill Gravell, County Judge

Nancy E. Rister, County Clerk

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The Following Addendums are included fully in the Budget Order as approved by the court:

Williamson County CCELL PHONE POLICYell Phone Policy

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#### **Policy**

Williamson County may purchase/lease cell phones for departments in the county that deal with sensitive data or for security reasons, example law enforcement, and provide cell phone service for individual use. The departments should have this money approved and budgeted in line item 004209. For the majority of County employees, a Stipend Policy has been implemented and is laid out below. These dollars are approved and budgeted in line item 001109.

#### **Procedures for the Stipend Policy**

- **11.** Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.
- 2. H. Seven levels of cell phone stipends will be established:

```
$20.00 Per Month – ($10.00 per pmt)
$30.00 Per Month - ($15.00 per pmt)
$40.00 Per Month – ($20.00 per pmt)
$50.00 Per Month – ($25.00 per pmt)
$60.00 Per Month – ($30.00 per pmt)
$70.00 Per Month – ($35.00 per pmt)
$80.00 Per Month – ($40.00 per pmt)
```

3. III. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

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IV4. \_\_The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

V5. \_\_ Expenditures over the allowed stipend will not be reimbursed.

V16. \_\_An approved cell phone stipend will not follow an employee if the employee changes positions.

V17. \_\_ Each department head or elected official is responsible for verifying and monitoring that their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and

VIII8. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

does not provide their department head or elected official with the proper documentation of cell phone service, if requested. Each department will maintain a list of cell phone numbers for those

#### IX. COMMISSIONERS COURT

individuals with stipends for audit purposes.

This order designates the Commissioners Court will meet on Tuesdays each month

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED 2019/2020 WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of for, and against on the 1st of October 2019.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Bill Gravell, County Judge

Nancy E. Rister, County Clerk

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## Non-Reimbursable Expense Policy

The following list includes items that are not reimbursable by the County. Per Section 52 of the Texas State Constitution, all items using County funds must serve a direct benefit to the County. Any non-reimbursable expenses or charges on the County Procurement Card, must be reimbursed to the County as soon as possible.

- I. Personal Purchases Personal purchases are NOT allowed. Below are a list of examples:
- Damage to any personal items (clothing, vehicles/auto repairs, etc.)
- Personal phone calls
- Laundry services or personal clothing
- Personal doctor bills, prescriptions, and other medical services
- Entertainment, movie rentals, saunas, massages, or exercise facilities

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- Baby sitter fees, personal kennel costs, pet or house sitting fees
- Expenses incurred by a spouse or other individual accompany you on business

#### H. Meals/Food/Drink:

- Coffee, tea, and other related items used by employees while in the office
- Alcoholic beverages/tobacco products
- Drinking water services
- Refreshments for office parties, retirements, etc. (Excludes Employee Fund Allowable Events)

#### III. Travel:

- Short term or valet parking at the airport (other than short term parking related to prison transports). Parking should not exceed \$15 per day. Economy B-G Lots are long term parking lots at ABIA, and are approved for County employee parking
- For Non-Airport Parking Valet service is not an option unless safety is a concern
- Mileage to/from County functions, not related to official County business (ex: retirement party)
- Transportation to places of entertainment or similar personal activities
- Excessive weight baggage fees or cost associated with more than two airline bags
- Up grades to airfare, hotel or car rental

#### IV. Miscellaneous:

- Expenses related to County Government Week or holiday decorations
- Flowers/plants
- Greeting, thank you, or holiday cards
- Fines and/or penalties
- Credit card delinquency or service fees
- Lifetime memberships to any association
- Donations to other entities
- Any items that could be construed as campaigning or fees that could be construed as
   campaigning, i.e., Chamber of Commerce dues or other civic organization dues, fees for
   parade entry, items with elected officials name (other than letterhead).
- Sales tax on goods purchased
- Community outreach items exceeding \$2 per item

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# STATE OF TEXAS COUNTY OF WILLIAMSON AN ORDER ADOPTING THE 2019/2020 COUNTY BUDGET

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2019/2020;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

#### POLICIES RELATED TO COMPENSATION AND BENEFITS

## I. <u>SALARIES</u>

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	126,182.00 per year
a)	•	
b)	Judge of the County Court at Law #1	156,999.96 per year
c)	Judge of the County Court at Law #2	156,999.96 per year
d)	Judge of the County Court at Law #3	184,999.96 per year
e)	Judge of the County Court at Law #4	184,999.96 per year
f)	County Attorney	161,709.96 per year
g)	County Sheriff	127,475.75 per year
h)	County Clerk	104,521.54 per year
i)	County Tax Assessor/Collector	108,691.18 per year
j)	District Clerk	104,521.54 per year
k)	County Treasurer	100,563.99 per year
1)	Each County Commissioner	102,747.63 per year
m)	Each Justice of the Peace	91,468.43 per year
n)	Each Constable	86,522.43 per year

2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

## II. HOLIDAYS

The established holiday schedule for paid holidays for the 2019/2020 budget year is as follows:

Veterans Day	Monday	November 11, 2019
Thanksgiving Holiday	Thursday Friday	November 28, 2019 November 29, 2019
Christmas Holiday	Tuesday Wednesday	December 24, 2019 December 25, 2019
New Year's Holiday	Wednesday	January 1, 2020
Martin Luther King Day	Monday	January 20, 2020
President's Day	Monday	February 17, 2020
Good Friday	Friday	April 10, 2020
Memorial Day	Monday	May 25, 2020
Independence Holiday	Friday	July 3, 2020
Labor Day	Monday	September 7, 2020
	Ž	

See Addendum: The Williamson County Employee Policy Manual (September 11, 2018). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

## III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices.

1. Field Training Officer Pay (FTO) –Designated positions listed below will be paid \$150 per month.

Sheriff's Office – Maximum of 18 positions Corrections – Maximum of 12 positions Emergency Medical Services – Maximum of 20 positions Mobile Outreach Team – Maximum of 2 positions

2. Crisis Intervention Team Supplemental Pay (CIT) –Designated positions will be paid \$250 per month.

**Sheriff's Office** – Maximum of 10 positions

3. Training Specialist Supplemental Pay –Designated positions will be paid \$100 per pay period.

## **Emergency Communications** – Maximum of 16 positions

4. On – call Pay – Specific positions listed below are classified as eligible for on-call pay due to the demand for after hour services. All Corrections and Sheriff's Office positions are to be paid by the Sheriff Office's State and Local Forfeiture Fund and all District Attorney positions are to be paid by the District Attorney's Asset Forfeiture Funds.

**District Attorney's Office** – Maximum of 1 Asst. District Attorney, \$300 per week **Facilities Maintenance** – Maximum of 2 non – exempt positions, \$100 per week **Technology Services** – Maximum of 1 position, \$200 per week

#### **Sheriff's Office:**

**Detectives** – Maximum of 2 positions, \$200 per week **Sergeant Detective** – Maximum of 1 position, \$200 per week **Crime Scene/ Special Evidence Tech** – Maximum of 1 position, \$200 per week **SWAT** – Maximum of 8 positions, \$200 per week **Transportation Deputies** (Corrections) – Maximum of 2 positions, \$200 per week **Victim's Assistance** – Maximum of 1 position, \$200 per week

5. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid for the office listed below for ongoing maintenance of certifications by the Texas Board of Legal Specialization.

**District Attorney** – Maximum of 5 positions, \$5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund

## IV. CATASTROPHIC EVENT PAY

#### **PURPOSE**

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

#### **BACKGROUND**

Williamson County will compensate those essential employees who are required to work outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.

B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson County Emergency Operations Center and Local, Regional, State and Federal Deployments.

#### **POLICY**

### 1. Non-exempt Compensation

Any non-exempt employee who is recalled to duty during a catastrophic event, who works in- excess of forty (40) hours in a work week, or 86-hours in the pay period for those on the law enforcement pay plan, will be paid overtime for additional hours worked. Note that the general rules of compensable time apply to work performed under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

## 2. Exempt Compensation

At the Commissioners Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (eighty hours in a pay period) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a determined hourly rate. Only pay periods with hours worked that equal or exceed 88 hours and at least 8 hours for the event, should be submitted for possible compensation.

## V. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of nonspendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures, excluding the Capital Improvement Plan and Long-Range Transportation Plan."

The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including, but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

- 3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement (\$2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1<sup>st</sup> of the previous year to April 30<sup>th</sup> of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.
- 4. **Self-Insured Health Plan Fund Policy**: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.

The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

## Use and Distribution of Specific Special Revenue Funds and Accounts

- 6. **Child Safety Fund:** This fund is used to deposit a \$1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of \$25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.
- 7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.
- 8. **Employee Fund**: The Employee fund is proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

- a) To offset the cost of county employee events
- b) Flowers for the death of a county employee only
- c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition. (Purchasing guidelines must be adhered to):

- i. The employee must be vested (8 years of service)
- ii. \$40.00 allowed for employees with up to 15 years of service
- iii. \$80.00 allowed for employees with over 15 years of service
- d) Employee recognition events and programs
- e) Maximum of \$300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
  - i. Elected Official serving in his/her capacity for at least 2 terms
  - ii. Department Head who must be vested (8 years of service)
  - iii. Employee with 25 years of service or more

No reimbursement of sales tax will be allowed.

The amount allowed for use may never exceed the actual balance in the fund.

- 9. **WM-City of Hutto and Hutto ISD Fund**: The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.
- 10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.
- 11. **Use of Flex Funding Account for Mental Health Mobile Outreach Team:** In order to mitigate the incidence of public mental health crisis and save the taxpayers from spending additional funds on costs that could otherwise be limited for *public* health-related services, the Williamson County Commissioners Court finds there is compelling need to establish and authorize the use of a mental health Flex Funding Account by the Mobile Outreach Team.

Therefore, pursuant to the Texas Local Government Code, § 111.068(b) (citing the "interest of the tax payers" in budget matters), the Texas Health and Safety Code, § 121.003(a) (authorizing commissioners court to "enforce any law that is reasonably necessary to protect the public health."), and the common law granting the County authority to regulate the public health and safety, the Williamson County Commissioners Court approves the Mental Health Mobile Outreach Team Flex Funding Account. Typical Flex Funding expenditures may include, but are not limited to transportation vouchers, payment for medical appointments, medication/pharmacy vouchers/payments, payment for therapy sessions (short to mid-term), food and motel vouchers, payment toward utility or other essential household bills. The Mobile Outreach Team has Policies and Procedures to ensure compliance with this policy. The fund is subject to further oversight, including, but not limited to, auditing by the Williamson County Auditor's Office.

#### 12. Financial – General Procedures

a) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and

other laws and regulations.

- b) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.
- c) Transfer of funds **out** of the following line items will not be allowed:
  - i) Training
  - ii) Gasoline
  - iii) Cell Phones
  - iv) RCS Radio Fees
- d) Transfer of funds **into** any of the above line items may be allowed.
- e) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal:
  - i) Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/re-allocation are permissible and will be placed on the agenda for Commissioners Court approval/review.
  - ii) Fringe Benefits.
- f) All recruitment items purchased must comply with <u>Article III, section 52 of the Texas Constitution</u>. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.
  - i) Funds for recruitment items must be approved during the annual budget process.
  - ii) Items must not state the name of any individual, but instead the name of the county and/or department or office.
  - iii) "Give Away" items such as pens, pencils, etc. should not exceed \$2.00 per item.
  - iv) All purchases must follow procurement guidelines.

## VI. PURCHASING – GENERAL PROCEDURES

1. Williamson County Purchasing and Procurement Card (P-Card) policies are intended to provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing and P-Card policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them.

2. The Williamson County Purchasing Manual as well as other more detailed information directing specific purchasing procedures and processes can be located on the SharePoint Purchasing Portal at: <a href="https://wilco365.sharepoint.com/purchasingportal">https://wilco365.sharepoint.com/purchasingportal</a>.

This site provides county departments access to:

- a. Policies, Procedures and Manuals
- b. Training Materials
- c. Forms
- d. Guides and other tools to assist in the purchasing process
- 3. The County Auditor's Office will audit Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by the County Auditor's Office or Purchasing Office. Actions may include:
  - a. Retraining
  - b. Reduction of credit limits
  - c. Suspension of account

Theft, fraud or intentional policy violations may result in permanent closure of account or termination of employment, based on severity of violation.

4. Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

http://www.wilco.org/CountyDepartments/Purchasing

## VII. <u>COUNTY VEHICLES</u>

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county and utilizes a county owned vehicle during their workday, is required to return that vehicle to their primary work location following their assigned work shift. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

- a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Commander and Chiefs
- b) Each Constable and Deputy Constables
- c) Investigators in the District Attorney and County Attorneys offices
- d) Two on call maintenance employees designated by the Maintenance Division Director

- e) Division Commanders, and Operation Commander(s) approved by EMS Director
- f) The Fire Marshal Special Operations Chief, Asst. Fire Marshal, Special Operations Asst. Chief, and On Call Hazmat Special Operations Captain, when on call
- g) The Assistant County Engineer for Maintenance Operations, the Director of Field Operations, (9) Senior Foremen and Foreman
- h) The Director of Emergency Management and the Deputy Director of Emergency Management
- i) The Wireless Communications Tower Technician

The Senior Director of Emergency Services and the Sheriff have the discretion to assign a vehicle to an appropriate member of their department to facilitate a specific response to emergency scenes or events, on a case by case basis, where the resources are requested and needed. This shall only be done in times of high risk, high probability events, or during scheduled special "large scale" events where response is likely. This assignment shall be tracked and reported to the Commissioners Court.

The following list has been grandfathered by the court, will not be expanded, unless approved by the Commissioners Court, and shall show significant decreases in each budget year until phased out.

### **Constable Office Pct. 2**

S. Holt

#### Road and Bridge

J. Jansen

#### **Emergency Services**

R. Williams

M. Reyna

H. Clark

T. Allen

I. Oyedokun

The following list has been exempted from the out of county policy for take home vehicles by the court.

## **Sheriff's Office**

- S. Zion
- D. Garrett

W. Steffen

- R. Gauvin
- J. Sapien
- J. Helm
- J. Guinn

County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each workday at the facility where the primary office is located. It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one representative from each Constable's Office, the Budget Office, Emergency Services, Fleet Department, Human Resources, Infrastructure, Purchasing, and the Sheriff's Office. The Auditor's Office is a non-voting member.

All accidents involving County vehicles and equipment must be reported to the Risk and Safety Coordinator in Human Resources to ensure appropriate claims processing, including any corrective action taken. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable. Also, new vehicles, equipment, and buildings must be reported to the Risk and Safety Coordinator immediately in order to ensure that proper insurance coverage is in place.

## VIII. CELL PHONE POLICY

Williamson County may purchase/lease cell phones for departments in the county that deal with sensitive data or for security reasons, example law enforcement, and provide cell phone service for individual use. The departments should have this money approved and budgeted in line item 004209. For the majority of County employees, a Stipend Policy has been implemented and is laid out below. These dollars are approved and budgeted in line item 001109.

## **Procedures for the Stipend Policy**

- 1. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.
- 2. Seven levels of cell phone stipends will be established:

```
$20.00 Per Month – ($10.00 per pmt)
$30.00 Per Month - ($15.00 per pmt)
$40.00 Per Month – ($20.00 per pmt)
$50.00 Per Month – ($25.00 per pmt)
$60.00 Per Month – ($30.00 per pmt)
$70.00 Per Month – ($35.00 per pmt)
$80.00 Per Month – ($40.00 per pmt)
```

3. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

- 4. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.
- 5. Expenditures over the allowed stipend will not be reimbursed.
- 6. An approved cell phone stipend will not follow an employee if the employee changes positions.
- 7. Each department head or elected official is responsible for verifying and monitoring that their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service, if requested. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.
- 8. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

## IX. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

	ECONDED, the ORDER ADOPTING THE UNTY BUDGET ORDER was passed on a vote tober 2019.
	dge is authorized to sign the ORDER and the DER and the Budget in the official minutes of
	Attest:
Bill Gravell County Judge	Nancy E. Rister County Clerk

**Meeting Date:** 10/01/2019

**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

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

- a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
- b) Discuss the acquisition of real property for CR 176 at RM 2243
- c) Discuss the acquisition of real property: CR 101
- d) Discuss the acquisition of real property: CR 200
- e) Discuss the acquisition of real property for County Facilities.
- f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
- g) Discuss the acquisition of real property for SH 29 @ DB Wood.
- h) Discuss the acquisition of real property for Hairy Man Rd.
- i) Discuss the acquisition of real property for N. Mays.
- j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- k) Discuss the acquisition of real property for CR 111.
- I) Discuss the acquisition of real property for Corridor H
- m) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
- n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- o) Discuss the acquisition of right-of-way for Corridor C.
- p) Discuss the acquisition of right-of-way for Corridor F.
- q) Discuss the acquisition of right-of-way for Corridor D.
- r) Discuss the acquisition of right-of-way for Southeast Corridor.
- s) Discuss the acquisition of right-of-way for Reagan extension.
- t) Discuss the acquisition of property near the County landfill.
- u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
- B. Property or Real Estate owned by Williamson County

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 +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
- c) Potential governmental uses for 8th Street downtown parking lot
- d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
- e) Discuss property usage at Longhorn Junction
- f) Discuss sale of excess 183A right of way to abutting property owner.
- q) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
- h) Discuss Blue Springs Boulevard
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

## **Background**

## **Fiscal Impact**

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	From/To	Acct No.	Description	Amount

## **Attachments**

No file(s) attached.

## Form Review

Inbox

**Reviewed By** Andrea Schiele

County Judge Exec Asst.

09/26/2019 11:16 AM

Form Started By: Charlie Crossfield Final Approval Date: 09/26/2019

Started On: 09/26/2019 10:54 AM

Meeting Date: 10/01/2019

**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) Wolf Lakes
- c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
- d) Project Deliver
- e) Project Advantage
- f) Project Cedar
- g) Project Expansion
- h) Project Arcos
- i) Project Woods

## **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

No file(s) attached.

## Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 09/26/2019 11:17 AM

Form Started By: Charlie Crossfield Started On: 09/26/2019 10:54 AM Final Approval Date: 09/26/2019