

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONERS COURT**  
**August 11, 2020**  
**9:30 A.M.**

The Commissioners Court of Williamson County, Texas will meet in regular session in the Commissioners 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.  
( NONE )

**REGULAR AGENDA**

4. Discuss and take appropriate action on ordering the General Election to be held on Tuesday, November 3, 2020.
5. Discuss, consider and take appropriate action on amending the Mental Health Services Funding Agreement with Bluebonnet Trails Community Center to increase the Extended Observation Unit from 12 beds to a 13-bed unit in Williamson County.
6. Discuss, consider and take appropriate action on First Amendment to Williamson County Mobile Crisis Services Interlocal Agreement between Williamson County and Bluebonnet Trails Community MHMR Center D/B/A Bluebonnet Trails Community Services (BTCS).
7. Discuss, consider and take appropriate action regarding staffing for Pretrial Services.

8. Discuss, consider and take appropriate action on forming a committee to research, review and provide comments to the Williamson County Commissioners Court regarding requests to maintain the current location and requests to relocate the 1916 Confederate Soldiers and Sailors Monument located at the South entrance of the Williamson County Courthouse in Georgetown, Texas.
9. Discuss, consider and take appropriate action on funding matters relating to Coronavirus Aid, Relief, and Economic Security (CARES) Act to include, but not be limited to hearing an update on the Wilco Forward grant program, setting budget priorities in relation to remaining CARES Act funds and possible future funding and allocation plans in relation to CARES Act funds.
10. Discuss 2020-2021 Budget.

### **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)."***

11. 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: O'Connor Signal Project
    - 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.
    - l) Discuss the acquisition of real property for Corridor H
    - m) Discuss the acquisition of real property for future SH 29 corridor.
    - 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 SE Loop/Corridor A.
- s) Discuss the acquisition of right-of-way for Reagan extension.
- t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
- u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
- v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
- x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
- y) Discuss the acquisition of the MKT Right of Way
- 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
    - i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
- 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.

**12.** 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
- j) Project Co-Op
- k) Project Liberty
- l) Project Long Haul
- m) Project Bon Jovi

13. 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; American Stewards of Liberty, et al. v. David Bernhardt, et al., In the Western District Court, Western District of Texas, Austin Division.
  - f) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Gleason et al, In The United States District Court For The Western District of Texas – Austin Division.
  - g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
  - h) 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.
  - i) 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
  - j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
  - k) Valerie Adams - EEOC Charge No. 450-2018-03807
  - l) 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.
  - m) 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.
  - n) BANGL Pipeline Project
  - o) 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
  - p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
  - q) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
  - r) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.
  - s) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
  - t) Claim of Regina Wright.
  - u) Law on use of County facilities.
  - v) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.

- w) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
- x) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.
- y) Cause No. 20-0752-C26; County of Williamson, by and through the Williamson County Commissioners Court v. Robert Chody, Individually and in his Official Capacity as Sheriff of Williamson County; In the 26th District Court of Williamson County, Texas.
- z) Legal matters relating to Javier Ambler.
- aa) Heather Vargas - Texas Workforce Commission/EEOC Charge.
- bb) U.S. Department of Labor - Office of the Assistant Secretary for Veteran's Employment and Training Service Case # TX-2020-00017-20-G - Brooke Kronmiller.
- cc) Legal claims asserted by SonWest Co.

14. 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).
15. Deliberate the appointment, evaluation, employment, transition and/or succession plan in relation to the position of Senior Director of the Williamson County Information Technology Department (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

#### REGULAR AGENDA (continued)

16. Discuss and take appropriate action concerning economic development.
17. Discuss and take appropriate action concerning real estate.
18. 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; American Stewards of Liberty, et al. v. David Bernhardt, et al., In the Western District Court, Western District of Texas, Austin Division.
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of Texas – Austin Division.

g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)

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j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.

k) Valerie Adams - EEOC Charge No. 450-2018-03807

l) 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.

m) 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.

n) BANGL Pipeline Project

o) 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

p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas

q) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.

r) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.

s) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.

t) Claim of Regina Wright.

u) Law on use of County facilities.

v) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.

w) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.

x) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.

y) Cause No. 20-0752-C26; County of Williamson, by and through the Williamson County Commissioners Court v. Robert Chody, Individually and in his Official Capacity as Sheriff of Williamson County; In the 26th District Court of Williamson County, Texas.

z) Legal matters relating to Javier Ambler.

aa) Heather Vargas - Texas Workforce Commission/EEOC Charge.

bb) U.S. Department of Labor - Office of the Assistant Secretary for Veteran's Employment and Training Service Case # TX-2020-00017-20-G - Brooke Kronmiller.

cc) Legal claims asserted by SonWest Co.

- 19.** 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.
- 20.** Discuss, consider and take any necessary and appropriate action relating to the employment, hiring, appointment, transition and/or succession plan in relation to the position of Senior Director of the Williamson County Information Technology Department.
- 21.** Comments from Commissioners.

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Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 7th day of August 2020 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session****4.****Meeting Date:** 08/11/2020

Ordering of election to be conducted November 3, 2020

**Submitted By:** Andrea Schiele, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss and take appropriate action on ordering the General Election to be held on Tuesday, November 3, 2020.

**Background**

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**Fiscal Impact**

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

Order of Election

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**Form Review**

Form Started By: Andrea Schiele

Started On: 08/06/2020 04:06 PM

Final Approval Date: 08/06/2020



## ORDER OF GENERAL ELECTION

An election is hereby ordered to be held on Tuesday, November 3, 2020, in Williamson County, Texas for the purpose of electing the following county and precinct officers as required by Article XVI, Section 65 of the Texas Constitution.

County Attorney  
Sheriff  
County Tax Assessor-Collector  
County Commissioner Precinct 1  
County Commissioner Precinct 3  
County Constable Precinct 1  
County Constable Precinct 2  
County Constable Precinct 3  
County Constable Precinct 4

Early voting by personal appearance will be conducted at these full-time locations:

**Main Location:** Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown

**Branch Locations:**

Anderson Mill Limited District, 11500 El Salido Parkway, **Austin**  
RE Hartfield Performing Arts Center, 5800 McNeil Drive, **Austin**  
Spicewood Springs Library, 8637 Spicewood Springs Rd, **Austin**  
Cedar Park Public Library, 550 Discovery Boulevard, **Cedar Park**  
Cedar Park Randalls, 1400 Cypress Creek Road, **Cedar Park**  
Georgetown ISD Technology and Nutrition Bldg., 603 Lakeway Drive, **Georgetown**  
Georgetown Randalls, 5721 Williams Drive, **Georgetown**  
Mesquite Room at the Oaks, 301 Del Webb Blvd., **Georgetown**  
Parks & Recreation Administration Building, 1101 North College Street, **Georgetown**  
Hutto City Hall, 401 W Front Street, **Hutto**  
Jarrell ISD Annex (former cafeteria), 508 N 5th Street, **Jarrell**  
Liberty Hill Municipal Court, 2801 RR 1869, **Liberty Hill**  
Pat Bryson Municipal Hall, 201 N Brushy Street, **Leander**  
BACA Senior Center, 301 West Bagdad Street, Building 2, **Round Rock**  
Round Rock Randalls, 2051 Gattis School Road, **Round Rock**  
Brushy Creek Community Center, 16318 Great Oaks Drive, **Round Rock**  
J.B. and Hallie Jester Annex, 1801 East Old Settlers Boulevard, **Round Rock**  
Taylor City Hall, 400 Porter Street, **Taylor**

**Dates and Times for All Locations:**

Tuesday, October 13 through Friday, October 30: 7:00 am to 7:00 pm (except Sundays)  
Sunday, October 18 and Sunday, October 25: 1:00 pm to 6:00 pm

Applications for ballot by mail shall be mailed to:

Early Voting Clerk  
P. O. Box 209  
Georgetown, TX 78627

Completed and signed FPCAs can be submitted via email to [fpca@wilco.org](mailto:fpca@wilco.org).

Applications for ballots by mail must be received no later than the close of business on October 23, 2020.

Federal postcard applications must be received no later than the close of business on October 23, 2020.

SIGNED this the \_\_\_\_\_ day of August 2020

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Bill Gravell, Jr., County Judge

**Commissioners Court - Regular Session****5.****Meeting Date:** 08/11/2020

EOU Beds

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on amending the Mental Health Services Funding Agreement with Bluebonnet Trails Community Center to increase the Extended Observation Unit from 12 beds to a 13-bed unit in Williamson County.

**Background**

On September 12, 2017 the Commissioner Court unanimously approved a resolution supporting Bluebonnet Trails Community Services' grant for a 12-bed Stabilization Unit at Georgetown Behavioral Health Institute through a State of Texas grant provided through HB 13, which was enacted in the 85th legislative session. Bluebonnet Trails was awarded funding for the grant application and the EOU was opened at the Georgetown Behavioral Health Institute. It has successfully operated since and has been even more important, as the county's population continues to grow, constant diversion of Austin State Hospital continues and now with the challenges of COVID-19. The EOU bed utilization rate has been remaining at over 100 percent, due to the above reasons and greater need. Because of the situations listed above, an additional bed is needed at the EOU, increasing the number of beds from 12 to 13. The EOU has been vital in stabilizing individuals in crisis, allowing them to receive care locally. It also allows law enforcement to connect individuals with care and reduces arrests and incarceration at the Williamson County Jail. This item has been placed on the agenda for Commissioner Valerie Covey.

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**Fiscal Impact**

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

Original Resolution  
Red Lined Agreement  
Signed Final Agreement  
Presentation

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**Form Review****Inbox**

County Judge Exec Asst.  
Form Started By: Kathy Pierce

**Reviewed By**

Andrea Schiele

**Date**

08/06/2020 01:29 PM  
Started On: 08/06/2020 11:05 AM

Final Approval Date: 08/06/2020

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

That on the 12<sup>th</sup> day of September 2017 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Dan A. Gattis, County Judge  
Terry Cook, Commissioner Precinct One  
Cynthia P. Long, Commissioner Precinct Two  
Valerie Covey, Commissioner Precinct Three  
Larry Madsen, Commissioner Precinct Four

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

**WHEREAS**, Mental Health was identified as the top priority in the “2016 Community Health Assessment, Williamson County, Texas” that was prepared by the Williamson County and Cities Health District (WCCHD) and;

**WHEREAS**, “Access to Care” was the greatest need identified in the 2016 Community Health Improvement Plan (CHIP) with the top objective for the Williamson County Mental Health Task Force to “increase the availability of publicly-funded in-patient psychiatric beds for Williamson County residents” by 2019; and

**WHEREAS**, HB 13 provides matching grant funds from the State of Texas to meet identified local mental health needs; and

**WHEREAS**, Williamson County will contribute \$75,000 from the Public Assistance Fund and \$438,000 from the general fund for a total of \$513,000 match funds to be contributed; now, therefore, be it

**RESOLVED**, that the Williamson County Commissioners Court supports Bluebonnet Trails Community Services’ grant application for a 12-bed Crisis Stabilization Unit and will provide a total of \$513,000 in match funds for the grant.

**RESOLVED THIS 12<sup>th</sup> DAY OF SEPTEMBER 2017.**

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Dan A. Gattis, County Judge

**MENTAL HEALTH SERVICES  
FUNDING AGREEMENT**

THE STATE OF TEXAS           §  
  §  
  § KNOW ALL PERSONS BY THESE PRESENTS:  
  §  
COUNTY OF WILLIAMSON       §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Bluebonnet Trails Community MHMR Center ("Agency").

**RECITALS**

WHEREAS, the County has budgeted and allocated funds ~~(the "Funds")~~ for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I  
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II  
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

### ARTICLE III TERM OF AGREEMENT

~~Except as otherwise set forth herein, t~~This Agreement shall commence on ~~February 6, 2018~~October 1, 2020 and shall terminate on September 30, ~~2018~~2021. ~~Following said term, this Agreement shall automatically renew each year on an annual basis unless otherwise terminated as provided herein.~~It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

### ARTICLE IV TERMINATION

A. Termination for Cause. If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

B. Termination for Convenience. ~~Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) business day's written notice to the other party. In the event of termination, it is understood and agreed that only the amounts due to Agency, services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for a party's termination of this Agreement for convenience.~~

### ARTICLE V AMOUNT OF THE FUNDS

~~For performance of the public purpose described in the attached Exhibit "A", t~~The County shall tender and the Agency hereby agrees to accept the ~~Funds in the not to exceed amount of \$741,132.00 per year, which shall be paid each month in the amount of \$61,761.00 (the "Funds"). amount of \$42,750.00 for performance of the public purpose described in the attached Exhibit "A."~~ For the remainder of the County's fiscal year 2018, the monthly amount will be paid to Agency for the months of February-September for the total of \$342,000.00. Commissioners Court will consider an annual renewal in the amount of \$42,750 per month not to exceed \$513,000 per year.

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ARTICLE VI  
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate ~~work space~~workspace in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII  
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any



assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. No ~~Third-Party~~Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or

implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO

SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON  
COUNTY COMMISSIONERS COURT.

EXECUTED as of \_\_\_\_\_, 2018 to be effective as of the date of the last party's execution below.

**Agency:**

Name of Agency:

Bluebonnet Trails Community  
MHMR Center

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

Printed Name: Andrea Richardson

Title: Executive Director

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

Address:  
109 N. Georgetown Street  
Round Rock, Texas 78664  
Attn: Executive Director

Telephone: (512) 244-8305

**COUNTY:**

Williamson County, Texas

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

Printed Name: ~~Dan Gattis~~ Bill Gravell, Jr.

Title: County Judge

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

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

Telephone: (512) 943-1550

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### Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides public mental health services to adults with serious and persistent mental illness and/or serious emotional disturbances. To further serve this population, Williamson County is supporting the request of Bluebonnet Trails Community Services through House Bill 13 legislation approved during the 85<sup>th</sup> Texas Legislature to provide a ~~121322-bed~~ Crisis Stabilization ~~Extended~~ Observation Unit in Williamson County.

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**MENTAL HEALTH SERVICES  
FUNDING AGREEMENT**

THE STATE OF TEXAS	§	
	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Bluebonnet Trails Community MHMR Center ("Agency").

**RECITALS**

WHEREAS, the County has budgeted and allocated funds for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I  
BASIC SCOPE OF AGREEMENT

- A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.
- B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II  
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

- A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.
- B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.
- C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.
- D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.



### ARTICLE III TERM OF AGREEMENT

This Agreement shall commence on October 1, 2020 and shall terminate on September 30, 2021. Following said term, this Agreement shall automatically renew each year on an annual basis unless otherwise terminated as provided herein.

### ARTICLE IV TERMINATION

A. Termination for Cause. If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

B. Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) business day's written notice to the other party. In the event of termination, it is understood and agreed that only the amounts due to Agency services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for a party's termination of this Agreement for convenience.

### ARTICLE V AMOUNT OF THE FUNDS

For performance of the public purpose described in the attached Exhibit "A", the County shall tender and the Agency hereby agrees to accept the not to exceed amount of \$741,132.00 per year, which shall be paid each month in the amount of \$61,761.00 (the "Funds").

### ARTICLE VI COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working

hours to all necessary Agency facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

## ARTICLE VII GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render

unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY**. **THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED to be effective as of the date of the last party's execution below.

**Agency:**

Name of Agency:

Bluebonnet Trails Community  
MHMR Center

By: 

Printed Name: Andrea Richardson

Title: Executive Director

Date: August 5, 2020

Address:  
109 N. Georgetown Street  
Round Rock, Texas 78664  
Attn: Executive Director

Telephone: (512) 244-8305

**COUNTY:**

Williamson County, Texas

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

Printed Name: Bill Gravell, Jr.

Title: County Judge

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

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

Telephone: (512) 943-1550

## **Exhibit “A”**

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides public mental health services to adults with serious and persistent mental illness and/or serious emotional disturbances. To further serve this population, Williamson County is supporting the request of Bluebonnet Trails Community Services through House Bill 13 legislation approved during the 85<sup>th</sup> Texas Legislature to provide a 13-bed Extended Observation Unit in Williamson County.



# **Collaborating to Increase Access to Critical Care: Expansion of Extended Observation Unit**

**August 6, 2020**

# Continuum of Psychiatric Care

**Goal:** Early intervention to **avoid** and **divert** from more intensive levels of care

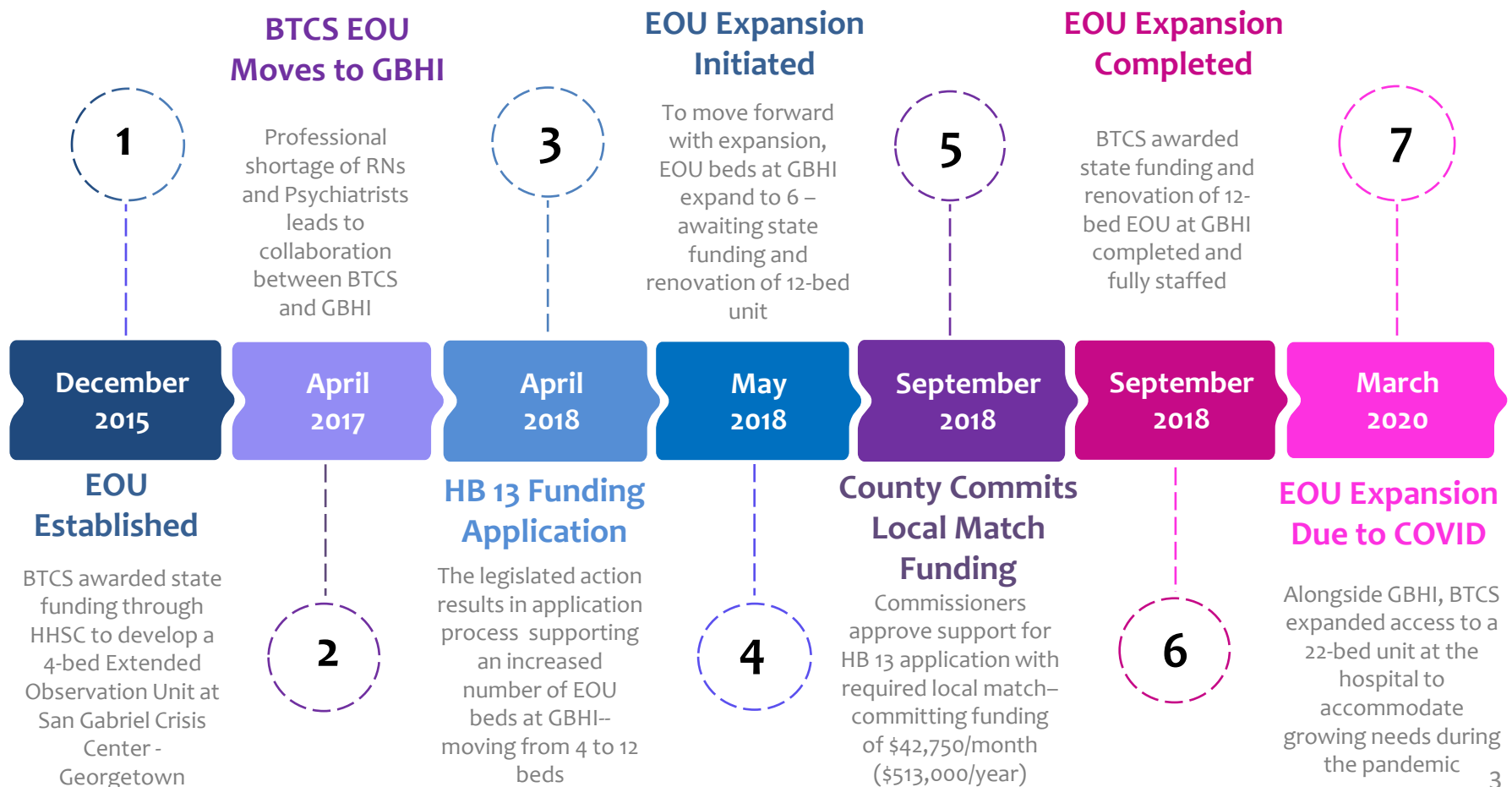


**Goal:** Successful recovery **stepping down** into lesser intensive levels of care



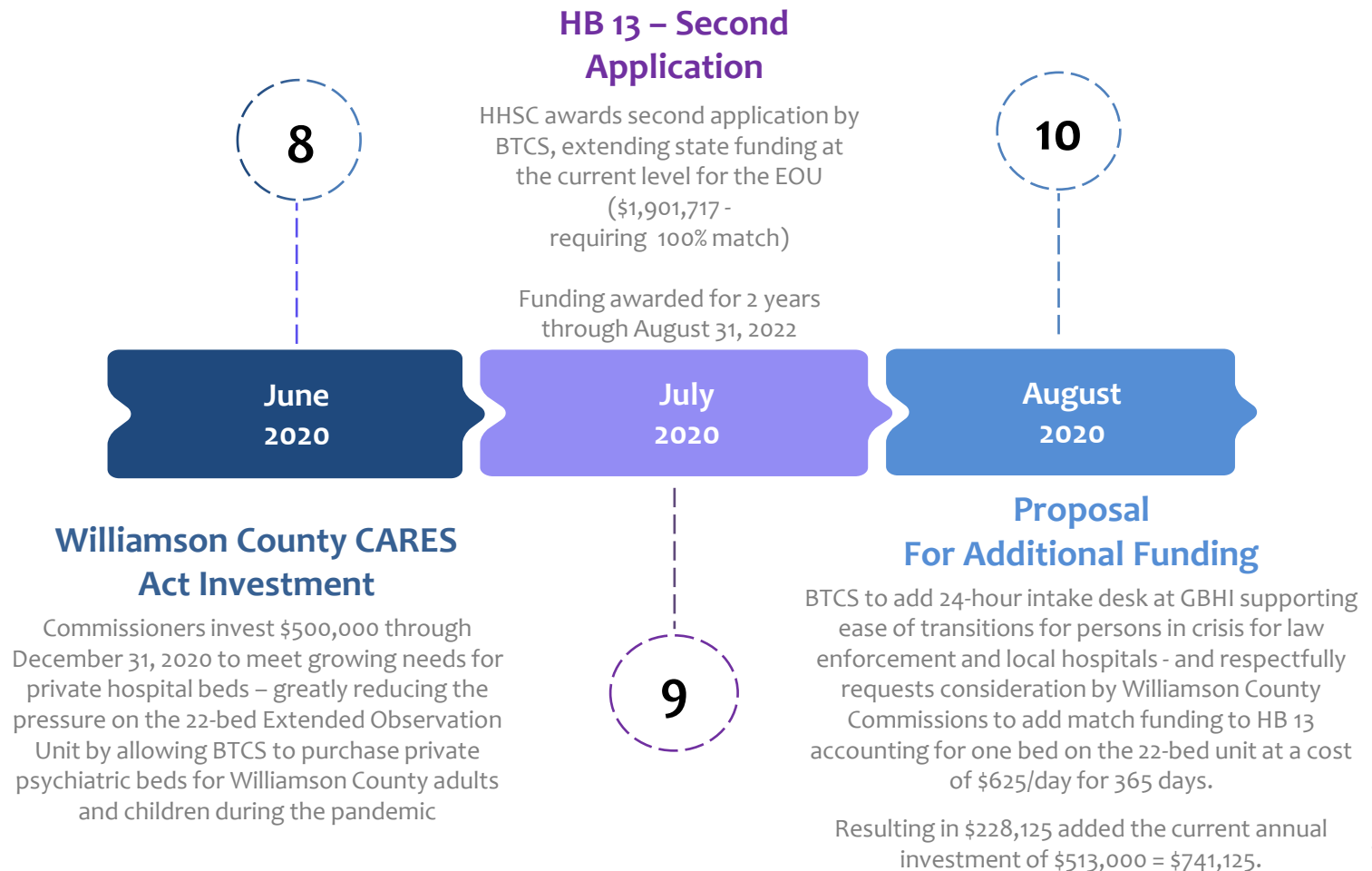


# Extended Observation Unit – Collaboration





# Collaboration – Continued



# Texas Health and Human Services Commission (HHSC) Performance Audit



## Extended Observation Unit

### Fiscal Year 2020-to-Date

Report Date: August 3, 2020

**Target Counts:** September 1, 2019 through July 31, 2020 (*Year-to-Date = 11 Months*)

Unduplicated Number Served through Extended Observation Unit

Contracted Target Expectation: 505 (*550 = 12-Month Contractual Target*)

Audited Actual Number Served: 649

**Outcome Expectations:** September 1, 2019 through July 31, 2020 (*Year-to-Date: 11 Months*)

Rate of Persons Number Admitted to Lower Level of Care Upon Discharge from EOU

Contract Expectation: >95%

Audited Rate Achieved: 99%

Recidivism Rate (Repeated Admissions) to EOU within 12-Month Period

Contract Expectation: <10%

Audited Rate Achieved: 3%



## Extended Observation Unit

### Fiscal Year 2020-to-Date

Report Date: August 3, 2020

#### **Outcome Expectations, Continued:** September 1, 2019 through July 31, 2020 (Year-to-Date = 11 Months)

Percent of Admissions to EOU Reducing Length of Person's Stay in a Medical Hospital, State Hospital or Justice Setting

Contract Expectation: >40%

Audited Rate Achieved: 58%

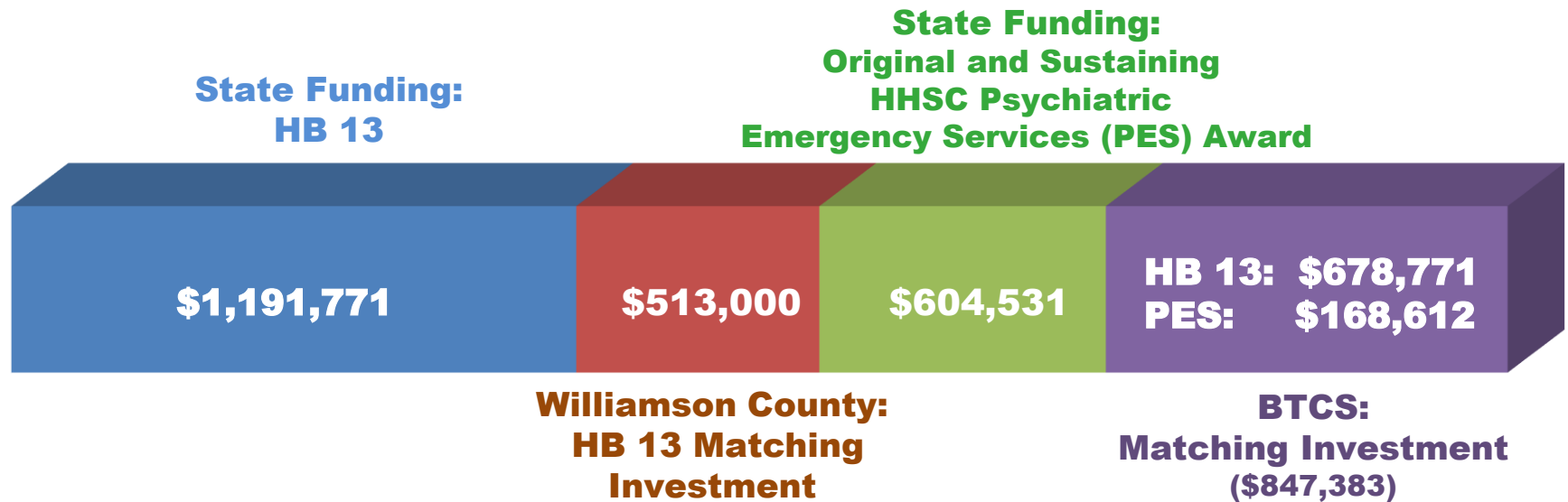
Percent of EOU Bed Capacity Utilized

Contract Expectation: >90%

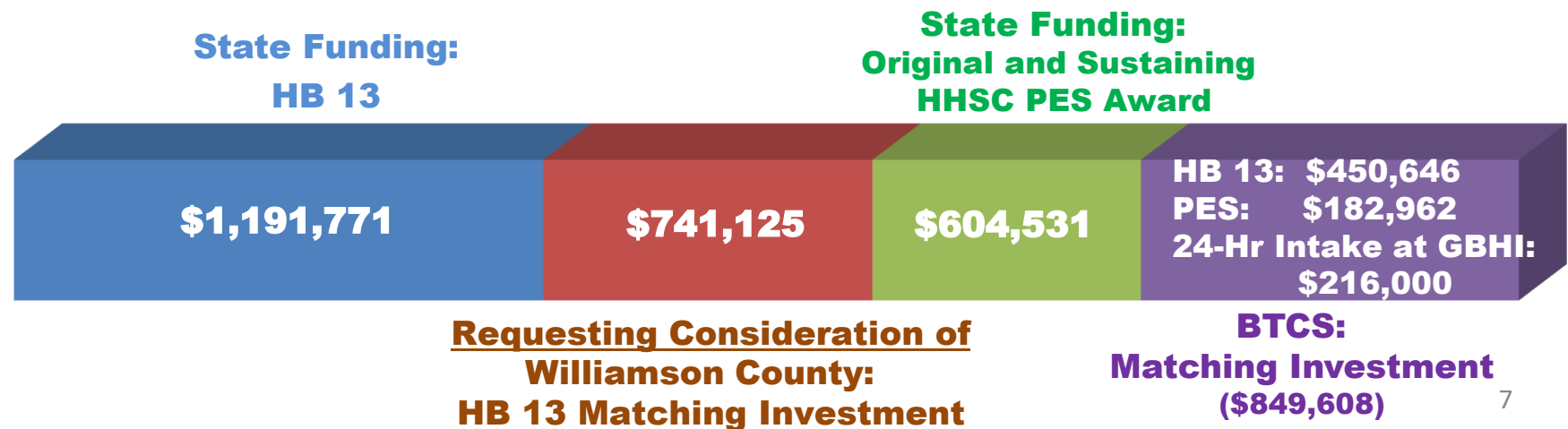
Audited Rate Achieved: 97%

# Current Investments - Extended Observation Unit (EOU)

**Total Costs for EOU FY 2020: \$3,156,685**



**Total Projected Costs for EOU FY 2021: \$3,372,685**





**With appreciation for the Support  
of the Williamson County Commissioners Court  
and Our Community Partners**



Andrea Richardson, Executive Director  
[Andrea.Richardson@bbtrails.org](mailto:Andrea.Richardson@bbtrails.org)



Monica Ochoa, Chief Executive Officer  
[Monica.Ochoa@georgetownbehavioral.com](mailto:Monica.Ochoa@georgetownbehavioral.com)

**Commissioners Court - Regular Session****6.****Meeting Date:** 08/11/2020

First Amendment to MOT and BTCS Interlocal Agreement

**Submitted For:** Valerie Covey**Submitted By:** Debra Babcock,  
Commissioner  
Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on First Amendment to Williamson County Mobile Crisis Services Interlocal Agreement between Williamson County and Bluebonnet Trails Community MHMR Center D/B/A Bluebonnet Trails Community Services (BTCS).

**Background**

On September 25, 2018 the Williamson County Commissioners Court approved the Crisis Services MOU. The MOU between Williamson County and Bluebonnet Trails has helped Wilco's Mobile Outreach Team (MOT) and Bluebonnet Trail's Mobile Crisis Outreach Team (MCOT) work together collaboratively. Bluebonnet Trails provides crisis services 24/7, 365 days per year, although through the current MOU they are the primary provider of services from 8 PM to 8 AM Sunday through Friday. Currently, the Wilco MOT provides crisis services Monday through Saturday 8 AM to 8 PM. During the current COVID-19 response, staffing for first responders and hospitals has been a challenge, due to exposure and quarantine of exposed staff. Due to financial uncertainties related to COVID-19, the Commissioners Court is not considering additional FTE's in the 2020-2021 budget. And in order to reduce the strenuous workload of MOT, especially during COVID-19 issues, Bluebonnet Trails has agreed to pick up crisis response on Saturdays at no cost to the County. By amending the MOU for the Wilco MOT hours to be Monday through Friday 8 AM to 8 PM, this should help reduce staffing challenges and avoid overtime hours.

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**Fiscal Impact**

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

First Amendment MOT-BTCS Agreement  
MOT-BTCS Attachment B

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 08/06/2020

**Reviewed By**

Andrea Schiele

**Date**

08/06/2020 01:23 PM

Started On: 08/06/2020 09:23 AM





# **FIRST AMENDMENT TO WILLIAMSON COUNTY MOBILE CRISIS SERVICES INTERLOCAL AGREEMENT**

This First Amendment to Williamson County Mobile Crisis Services Interlocal Agreement ("Amendment No. 1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Bluebonnet Trails Community MHMR Center D/B/A Bluebonnet Trails Community Services (the "BTCS").

## **RECITALS**

**WHEREAS**, the County and BTCS previously executed that certain Williamson County Mobile Crisis Services Interlocal Agreement (the "Agreement"), being dated effective October 5, 2018, wherein County and BTCS agreed on the coordination and providing of behavioral health crisis services 24 hours a day in Williamson County;

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

## **AGREEMENT**

**NOW, THEREFORE**, premises considered, the County and BTCS agree that the Agreement is amended and modified as follows:

### **I. Amendment to Attachment A**

The original **Attachment A** of the Agreement shall be replaced and supplanted by the revised **Attachment A** that is attached hereto and incorporated herein for all purposes.

### **II. Terms of Agreement Control and Extent of Amendment No. 1**

All other terms of the Agreement and any prior amendments thereto, if any, which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

**III. IN WITNESS WHEREOF, the County and BTCS have executed this Amendment No. 1, in duplicate, to be effective as of the 1<sup>st</sup> day of October, 2020.**

**WILLIAMSON COUNTY, TEXAS**


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

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

Title: \_\_\_\_\_

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

**BLUEBONNET TRAILS COMMUNITY MHMR CENTER D/B/A  
BLUEBONNET TRAILS COMMUNITY SERVICES**

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

Printed Name: Andrea Richardson \_\_\_\_\_

Title: Executive Director \_\_\_\_\_

Date: August 4, 20 20

# **Attachment A**

## **RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES**

1. County 9-1-1 Dispatch will deploy County MOT to provide mobile crisis services Monday through Friday from 8:00 AM- 8:00 PM.
2. BTCS will provide mobile crisis services from Monday through Friday from 8:00 PM – 8:00 AM, and on Saturdays and Sundays for 24 hours until 8:00 AM on the following Monday.
3. BTCS will be contacted by first responders through the 24-hour crisis hotline at 800-841-1255.
4. BTCS will continue to provide behavioral health services at the County Jail and in Williamson County hospitals 24 hours per day.
5. Both Parties are responsible for data collection for their hours of crisis service, necessary for behavioral health system operations and improvements. A template for data collection will be agreed upon no later than 90 days after the execution of this agreement. The purpose of the data collection is to inform the Commissioners Court and respective leadership of progress and trends related to crisis service delivery in Williamson County.
6. Both Parties agree to participate in scheduled discussions with each other and representatives of departments and agencies involved in the crisis services system to review the status and report performance metrics captured as a result of this Agreement in order to ultimately achieve the intent and spirit set out herein. The performance metrics are attached as Attachment B and can be modified as needed by agreement with both Parties.
7. Each Party shall provide the other Party with access to a central electronic mailbox and/or folder into which each Party may be able to transmit and/or share appropriately encrypted assessment and service documentation, necessary for continuity of care, as allowed under HIPAA.
8. As defined in their state contract, BTCS will continue to make available to all persons in the community a crisis hotline (800-841-1255) for 24-hour assistance.
9. A key component to the success of meeting performance goals is to educate law enforcement and other stakeholders of the responsibilities identified within Paragraphs 1-4, above. Both parties will work collaboratively on this education effort.

[illegible][illegible]

**Commissioners Court - Regular Session****7.****Meeting Date:** 08/11/2020

Pretrial Staffing

**Submitted For:** Valerie Covey**Submitted By:** Rachel Rull,  
Commissioner  
Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding staffing for Pretrial Services.

**Background**

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 08/06/2020

**Reviewed By**

Andrea Schiele

**Date**

08/06/2020 09:25 AM

Started On: 07/30/2020 08:27 AM

**Commissioners Court - Regular Session****8.****Meeting Date:** 08/11/2020

Forming a committee to research, review and discuss the possible removal of the 1916 Confederate Monument.

**Submitted For:** Russ Boles

**Submitted By:** Kelley  
Hammeren,  
Commissioner  
Pct. #4

**Department:** Commissioner Pct. #4**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on forming a committee to research, review and provide comments to the Williamson County Commissioners Court regarding requests to maintain the current location and requests to relocate the 1916 Confederate Soldiers and Sailors Monument located at the South entrance of the Williamson County Courthouse in Georgetown, Texas.

**Background**

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

08/05/2020 08:02 AM

Form Started By: Kelley Hammeren

Started On: 07/30/2020 11:17 AM

Final Approval Date: 08/05/2020

**Commissioners Court - Regular Session****10.****Meeting Date:** 08/11/2020

FY 21 Budget

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

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**Information****Agenda Item**

Discuss 2020-2021 Budget.

**Background**

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/21/2020

**Reviewed By**

Andrea Schiele

**Date**

07/21/2020 08:36 AM

Started On: 07/20/2020 12:59 PM

## Commissioners Court - Regular Session

11.

Meeting Date: 08/11/2020

Executive Session

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

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### Information

#### Agenda Item

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

##### A. Real Estate Owned by Third Parties

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: O'Connor Signal Project
- 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.
- l) Discuss the acquisition of real property for Corridor H
- m) Discuss the acquisition of real property for future SH 29 corridor.
- 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 SE Loop/Corridor A.
- s) Discuss the acquisition of right-of-way for Reagan extension.
- t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
- u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
- v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
- x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center

##### y) Discuss the acquisition of the MKT Right of Way

##### 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
- i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
- 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

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### Fiscal Impact

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

*No file(s) attached.*

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### Form Review

#### Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/06/2020

#### Reviewed By

Andrea Schiele

#### Date

08/06/2020 08:55 AM

Started On: 08/06/2020 08:40 AM

**Commissioners Court - Regular Session****12.****Meeting Date:** 08/11/2020

Economic Development

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

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**Information****Agenda Item**

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

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) 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
- j) Project Co-Op
- k) Project Liberty
- l) Project Long Haul
- m) Project Bon Jovi

**Background**

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/06/2020

**Reviewed By**

Andrea Schiele

**Date**

08/06/2020 08:51 AM

Started On: 08/06/2020 08:40 AM