

AGENDA ITEM # 27July 22, 1997*

Discuss and take any appropriate action on previously awarded bid for agricultural land.

Moved: Commissioner Mehevec

Seconded: Commissioner Boatright

Motion: To award the bids as previously stated in Commissioners Court Minutes of July 1, 1997.

Vote: Motion carried 4 - 0

AGENDA ITEM # 28July 22, 1997*

Consider approving an amended contract with the Texas Department of Criminal Justice State Jail Division, to change the per diem rates for transfer inmates.

Moved: Commissioner Boatright

Seconded: Commissioner Mehevec

Motion: To approve amended contract with the Texas Department of Criminal Justice State Jail Division, with no change to the current per diem rates for transfer inmates.

Vote: Motion carried 3 - 0 With Commissioner Heiligenstein absent from dais.

< Clerk copy here >

***See Contract in Volume 90 Page 177

AGENDA ITEM # 29

July 22, 1997

*

Consider approving the following reserve deputies for Constable Precinct #4:

Mark Birchard
George Dennis
Gus Balli

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve the following reserve deputies for Constable Precinct #4:

Mark Birchard
George Dennis
Gus Balli

Vote: Motion carried 3 - 0 With Commissioner Heiligenstein absent from dais

< Clerk copy here >

**MARTY RUBLE, CONSTABLE
PRECINCT #4
115 W. 6TH STREET
TAYLOR, TEXAS 76574
(512) 365-3491**

7/07/97

COMMISSIONERS COURT

Ref: Addition Of New Officers

PLEASE ADD MY NAME TO THE UPCOMING AGENDA SO THAT I CAN REQUEST
THE ADDITION OF THREE NEW OFFICERS TO OUR RANKS.

THE NAMES OF THESE THREE NEW PEOPLE ARE,

1. MARK BIRCHARD - Chief Deputy - *offici. 7/5 paid position*

2. GEORGE DENNIS

3. GUS BALLI

} Reserve Officers

YOUR HELP IN THIS MATTER WOULD GREATLY BE APPRECIATED,
THANK YOU.

*approved 7-22-97
John C. Doerfler*

Sincerely Yours,

M. D. Ruble
Constable Precinct #4

AGENDA ITEM # 30

July 22, 1997

*

Consider approving Court Cost Agreement between the Office of the Attorney General and Williamson County pertaining to child support.

Moved: Commissioner Mehevec

Seconded: Commissioner Boatright

Motion: To approve Court Cost Agreement between the Office of the Attorney General and Williamson County pertaining to child support.

Vote: Motion carried 3 - 0 With Commissioner Heiligenstein absent from dais

< Clerk copy here >

712
OAG
Dais

COOPERATIVE AGREEMENT FOR TITLE IV-D PROGRAM
BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
OF THE STATE OF TEXAS
AND
WILLIAMSON COUNTY, TEXAS

I. INTRODUCTION

The Office of the Attorney General (OAG) and the County of Williamson (County) hereby enter into an agreement to reimburse County for services provided to the Title IV, Part D of the federal Social Security Act (Title IV-D) child support enforcement program. Said services provided by the County are enumerated in Title 5: (The Parent-Child Relationship and the Suit Affecting the Parent-Child Relationship), Texas Family Code as codified by the 74th Texas Legislature.

2. SPECIFICATIONS

2.1 Agreement Period

This Agreement shall commence on September 1, 1997, and shall terminate on August 31, 1999, unless terminated earlier by provisions of this Agreement.

2.2 Written Notice Delivery

Any notice required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date of certified receipt if placed in the United States mail postage prepaid by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

2.2.1 County

The address of the County for all purposes under this Agreement and for all notices hereunder shall be:

The Honorable John C. Doerfler (or his successor in office)
County Judge, Williamson County
Courthouse, 701 S. Austin Ave.
Georgetown, TX 78626

2.2.2 OAG

The address of the OAG for all purposes under this Agreement and for all notices hereunder shall be:

David Vela (or his successor in office)
IV-D Director, Child Support Division
Office of the Attorney General
P.O. Box 12017
Austin, Texas 78711-2017

With copies to:

Joseph C. Fiore (or his successor in office)
Section Chief, Contracts Section
Office of the Attorney General
P.O. Box 12017
Austin, Texas 78711-2017

2.3 Liaison

County and OAG each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of the agreement. The liaison(s) named by County shall serve as the initial point(s) of contact for any inquiries made pursuant to this agreement by OAG and respond to any such inquiries by OAG. The liaison(s) named by OAG shall serve as the initial point(s) of contact for any inquiries made pursuant to this agreement by County and respond to any such inquiries by County. The liaison(s) shall be named in writing at the time of the execution of this agreement. Subsequent changes in liaison personnel shall be communicated by the respective parties in writing.

2.4 County Responsibilities

2.4.1 County shall perform duties as provided by state law regarding the filing, issuance and service of process in actions filed in conjunction with a statewide program of child support enforcement pursuant to Title IV-D.

2.4.2 County shall provide services as may be necessary to fulfill its obligations pursuant to Subsection 2.4.1 of this section including, but not limited to, the following enumerated services:

2.4.2.1 Filing and processing actions in suits affecting the parent-child relationship under Title 5, Texas Family Code as

codified by the 74th Texas Legislature, including a suit to establish paternity or support, a motion to enforce or modify a decree, a notice of child support delinquency, and in a suit under Chapter 159 of the Texas Family Code as codified by the 74th Texas Legislature;

- 2.4.2.2 The issuance and service of process, including service of process in actions pursuant to Chapter 232 of the Texas Family Code as codified by the 74th Texas Legislature;
- 2.4.2.3 The issuance and delivery of writs, orders, and subpoenas as specified in Section 231.202 of the Texas Family Code as codified by the 74th Texas Legislature;
- 2.4.2.4 The filing and processing transfer cases under Sections 110.005 and 110.002 of the Texas Family Code as codified by the 74th Texas Legislature; and
- 2.4.2.5 The issuance and delivery of orders and writs of income withholding as provided by Chapter 158 of the Texas Family Code as codified by the 74th Texas Legislature.

2.4.3 Credits

In instances when the county recovers direct payments from child support obligors ("credits") for services rendered in Title IV-D child support cases and for which the County has received payment, then County shall credit such amounts to the OAG on the "IV-D Child Support Court Cost Processing Form" for the month when the recovery from the obligor was received. All such credits shall be described and documented as reasonably required by the OAG. The County shall subtract the credits from the total monthly charges for services prior to multiplying the charges by the applicable reimbursement rate as described in Section 2.5.

- 2.4.3.1 If the County's recovery of credits exceeds the total monthly charges for services for which the OAG will be liable, the OAG may offset the amount of the excess credits against future claims submitted by County within the same fiscal year. The term "fiscal year" refers to the State fiscal year, which begins on September 1st and ends on August 31st of each year.
- 2.4.3.2 County will credit sums recovered from obligors only for those charges for which the OAG is liable.

2.4.3.3 County will follow generally accepted accounting principles.

2.4.4 County shall refund to the OAG within thirty (30) days any sum of money that has been paid to the County, that the OAG determines to be an overpayment to County. The overpayment could result from a disallowance or failure of the OAG to receive federal funding or audit exceptions stemming from audits performed by the OAG or Department of Health and Human Services. OAG shall give the County timely notice of such exceptions. The OAG may also, at its option, deduct the amount of the excess payment from the amounts payable by the OAG for services performed pursuant to Chapter 231, Texas Family Code as codified by the 74th Legislature and billed to the OAG by County.

2.4.5 County shall insure that every person who, as a part of their employment, receives, disburses, handles or has access to funds collected pursuant to this agreement does not participate in accounting or operating functions that would permit them to conceal in the accounting records the misuse of said funds.

2.5 OAG Responsibilities

2.5.1 The OAG shall be financially liable to County as set out in 2.5.1.1, subject to the limitations listed in Section 2.5.2 and further subject to the reduction of liability for credits as specified in Section 2.4.3 of this Agreement.

2.5.1.1 The OAG shall be liable to County in an amount equal to the State-to-County reimbursement rate in effect at the actual time the duties are performed. The term, "State-to-County reimbursement rate", shall mean that fractional proportion of allowable county expense items which will be reimbursed by the State. This rate is equal to the fractional proportion of allowable child support enforcement program charges which the federal Office of Child Support Enforcement pays to the State as federal financial participation (FFP) under Title IV-D, multiplied by the total charges allowed under Section 231.202, Texas Family Code as codified by the 74th Texas Legislature for services provided by the County. These charges shall be no more than the actual costs incurred by the County in performing said services. For purposes of reference only, the applicable State-to-County reimbursement rate at the effective date of this Agreement is sixty-six percent (66%).

2.5.1.2 The OAG will be liable to the County for the amount of the state share of fees and costs specified in Section 231.202 of the Texas Family Code as codified by the 74th Texas Legislature, if and only if, there is an express and specific appropriation by the Texas Legislature. The term "state share" means that portion of allowable expenses for fees and other costs that remain unpaid after receipt of the federal share of reimbursement and that is to be reimbursed by the state or may be contributed by certified public expenditure by the County. This section will not operate to create additional liability on behalf of the OAG until and unless appropriations that are in addition to those in effect on the beginning date of this Agreement are made.

2.5.2 Limitation of OAG Liability

2.5.2.1 The OAG shall be liable for charges and fees becoming due after commencement of this Agreement and before termination of this Agreement.

2.5.2.2 The OAG is liable only for charges incurred by the County for services and fees and charges described in Section 231.202 of the Texas Family Code as codified by the 74th Texas Legislature.

2.5.2.3 The OAG is not required to pay charges incurred for performance of services unless such charges are incurred and services rendered in accordance with the terms of this agreement.

2.5.2.4 The OAG is liable to the County for payment of the federal share of reimbursement for fees and costs under Section 231.202 of the Texas Family Code as codified by the 74th Texas Legislature, to the extent that the OAG receives the federal share. If the federal share is received by the OAG and that amount is later disallowed by the federal government, the County official to whom payment was made shall return the amount to the OAG not later than the thirtieth (30th) day after the date on which notice was given by the OAG.

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2.5.2.5 The OAG shall be liable only for the costs which are allowable according to the provisions of the federal Office of Management and Budget (OMB) Circular A-87, "Cost

Principles for State and Local Governments,” and OMB Circular A-102, “Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments,” both of which are published by the Executive Office of the President of the United States of America.

2.6 Payment Processing Procedures

2.6.1 County shall bill or credit the OAG each month for liabilities or credits of the OAG which have accrued during the preceding thirty (30) days which have not been previously billed by the County. The OAG will provide forms to enable County to provide documentation and information in a format required by the OAG. During calendar month when no liabilities or credits accrue, the County is not required to submit a monthly report.

2.6.2 County shall keep all records to substantiate the County billing.

2.6.3 The OAG shall review the billings within fifteen (15) business days after the end of the calendar month in which the billings are made and either:

2.6.3.1 within fifteen days of receiving the billing return it to the County for correction or to obtain further information; or

2.6.3.2 process and submit the billing to the Comptroller for payment in accordance with state procedures for issuing state payments.

2.6.4 The District Clerk, Sheriff, Constable and/or any designated county office holder shall submit to the OAG monthly vouchers, with accompanying processing forms attached.

2.7 Inspections, Monitoring and Audits

The OAG may monitor and conduct fiscal and/or program audits of County program performance at reasonable times. The OAG may at its option or at the request of County provide technical assistance to assist County in the operation of this program. County shall grant to the OAG or HHS access, without prior notice, to all books and records of the County pertinent to this agreement. The County records may be inspected, monitored, evaluated, audited or copied. Reports or other information relating to this program prepared by the County or at the request of the County shall be furnished to the OAG within ninety (90) days of their availability.

3. TERMS AND CONDITIONS

3.1 Termination

Either party to this agreement shall have the right to terminate this agreement by notifying the other party in writing of such termination and the proposed date of the termination no later than five (5) days prior to the effective date of such termination.

3.2 Record Retention

The County shall maintain and retain for a period of three (3) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters that arise before the expiration of the three (3) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to disclose fully the extent of services provided under this Agreement, including, but not limited to, records that will show the basis of the allowable charges and payments made. The provisions of this section shall be incorporated into any subcontract executed by the County.

3.3 Civil Rights

County agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from participation in, be denied the benefits or, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with fund provided by this Agreement. County shall comply with Title VII of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), and the Americans with Disabilities Act of 1990 (public Law 101-336). County shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "amending Executive Order 11246 relating to "Equal Employment Opportunity" and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity department of Labor". County shall ensure that all subcontracts comply with the above reference provisions.

3.4 Immigration Reform and Control Act of 1986

County shall comply with the provisions of the Immigration Reform and Control Act of 1986, 100 Stat. 3359, by verifying the identity and authorization to work in the United States of its employees assigned to this Agreement at any time during the term of this agreement. County shall require compliance from any subcontractors.

3.5 Environmental Protection

County shall be in compliance with all applicable standards, orders, or requirements issued pursuant to the mandates of the Clean Air Act (42 U.S.C. Section 7401 et seq) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1251 et seq.).

3.6 Certain Disclosures Concerning Lobbying

County shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. County must submit the Certification Regarding Lobbying included with this Agreement. This certification certifies that the County will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. It also certifies that the County will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting standard Form LLL.

3.7 Compliance With Law

County shall perform its obligations hereunder in such a manner to ensure its compliance with law and to assure, with respect to County's performances, that the OAG is carrying out the program of child support enforcement pursuant to Title IV, Part D, of the federal Social Security Act of 1935, as amended.

3.8 Provision of Funding by United States

It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, the OAG shall promptly notify County of such fact in writing. Upon such occurrence the OAG shall discontinue payment hereunder.

3.10 Changes in the Law

Any alterations, additions or deletions to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated into this Agreement without written amendment to this Agreement and shall be effective on the date designated by said federal or state law.

3.11 Amendments

Any changes to this Agreement, except those changes so designated in this Agreement, shall be in writing and executed by both parties to this Agreement.

3.12 Entire Agreement

This instrument consisting of ten (10) pages, constitutes the entire agreement between the parties hereto, and all oral or written agreements between the parties hereto relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained herein.

3.13 Venue

This agreement shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. The venue of any suit brought by OAG against County for any breach of this agreement is fixed in any court of competent jurisdiction in Williamson County, Texas. The venue of any suit brought by County against OAG for any breach of this agreement is fixed in any court of competent jurisdiction in Travis County, Texas, and all payments shall be due and payable in Travis County, Texas.

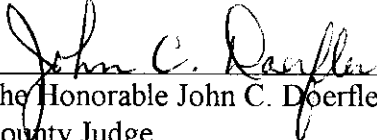
THIS AGREEMENT IS HEREBY ACCEPTED WITH AN EFFECTIVE DATE OF
SEPTEMBER 1, 1997.

OFFICE OF THE ATTORNEY GENERAL

David Vela
IV-D Director, Child Support Division

Jorge Vega
First Assistant Attorney General

WILLIAMSON COUNTY


The Honorable John C. Doerfler
County Judge



CERTIFICATION REGARDING LOBBYING
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES

PROGRAM CHILD SUPPORT ENFORCEMENT PROGRAM
PURSUANT TO TITLE IV-D OF THE SOCIAL SECURITY
ACT OF 1935 AS ADMINISTERED BY THE OFFICE OF
THE ATTORNEY GENERAL OF TEXAS

PERIOD: September 1, 1997 to August 31, 1999

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 any agency, a Member of Congress, an office 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 haven been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form LLL, "Disclosure Form to Report Lobbying," 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 place 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.

Signature John C. Daefler

Title County Judge

Agency/Organization Williamson County

Date 7-22-97



Office of the Attorney General
State of Texas
Child Support Division
Post Office Box 12017
Austin, Texas 78711-2017
Voice: (512) 460-6000 Fax: (512) 460-6070

Dan Morales
ATTORNEY GENERAL

May 28, 1997

The Honorable John C. Doerfler
County Judge, Williamson County
P. O. Box 607
Georgetown, TX 78627

Re: Court Cost Agreement between the Office of the Attorney General and Williamson County

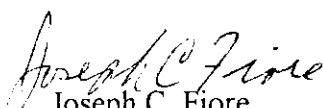
Dear Judge Doerfler:

The Court Cost Agreement that your county entered into with the Office of the Attorney General expires on August 31, 1997. To ensure that the mutual provisions of the Agreement continue without interruption, we are sending you a renewal Agreement for the years 1997 through 1999, as well as a new Lobby Certification that covers the same period.

As you will note, we have made changes in the format of the Agreement. The changes were made to enable each party to more easily understand the terms of the Agreement. However, no substantive changes to the terms of the Agreement were made. If you have any questions regarding the content of the Agreement please contact Sharon Sutton, Assistant Attorney General at (512) 460-6432.

We would appreciate your prompt attention to execution of the Agreement and the Lobby Certification. After signing, please return the Agreement and Lobby Certification to me at the above address. The Office of the Attorney General looks forward to another two years of mutual cooperation for the benefit of the children of Texas.

Sincerely,


Joseph C. Fiore
Section Chief
Contracts Section

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AN EQUAL OPPORTUNITY EMPLOYER

AGENDA ITEM # 31

July 22, 1997

*

Consider approving line item transfer for 277th District Court:

From: 100-437-4999 Miscellaneous \$500.00
 To: 100-437-4232 Training 500.00

Moved: Commissioner Boatright


Seconded: Commissioner Mehevec

Motion: To approve line item transfer for 277th District Court:

From: 100-437-4999 Miscellaneous \$500.00
 To: 100-437-4232 Training 500.00

Vote: Motion carried 3 - 0 With Commissioner Heiligenstein absent from dais
 < Clerk copy here >

ORDER APPROVING A LINE ITEM TRANSFER FOR

277th District Court 
 FUND DEPARTMENT SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 22nd day of July, 1997, a motion made by Commissioner Boatright and duly seconded by Commissioner Mehevec the motion carried by a vote of 3 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1997 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
100-437-4999	Miscellaneous	\$ 500.00

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

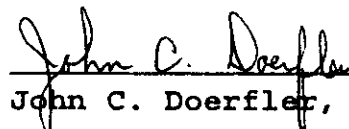
LINE ITEM #	DESCRIPTION	AMOUNT
100-437-4232	Training	\$ 500.00

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WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST:

Elaine Bizzell, County Clerk

 7-22-97
 John C. Doerfler, County Judge

AGENDA ITEM # 32

July 22, 1997

*

Consider approving line item transfer for the Tax Office:

From: 100-499-3100 Office Supplies \$500.00
 To: 100-499-4231 Travel 500.00

Moved: Commissioner Boatright

Seconded: Commissioner Mehevec

Motion: To approve line item transfer for the Tax Office:

From: 100-499-3100 Office Supplies \$500.00
 To: 100-499-4231 Travel 500.00

Vote: Motion carried 3 - 0 With Commissioner Heiligenstein absent from dais

< Clerk copy here >

ORDER APPROVING A LINE ITEM TRANSFER FOR

499TAX OFFICEWilliam M. Hunt

FUND

DEPARTMENT

SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 22nd day of July, 1997, a motion made by Commissioner Boatright and duly seconded by Commissioner Mehevec the motion carried by a vote of 3 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1996 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
<u>100-499-3100</u>	<u>OFFICE SUPPLIES</u>	<u>500.00</u>

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
<u>100-499-4231</u>	<u>TRAVEL</u>	<u>500.00</u>

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST:

Elaine Bizzell
Elaine Bizzell, County Clerk

John C. Doerfler 7-22-97
 John C. Doerfler, County Judge

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Consider approving line item transfer for Constable Precinct #3:

From:	100-533-4230	Mileage, Res. Deputy	\$300.00
	100-553-5711	Equipment	381.20
	100-553-5735	Ammunition	500.00
To:	100-553-4211	Telephone	\$878.24
	100-553-3311	Uniforms	13.93
	100-553-4999	Miscellaneous	78.22
	100-553-4541	Vehicle Repair	210.81

Moved: Commissioner Boatright

Seconded: Commissioner Mehevec

Motion: To approve line item transfer for Constable Precinct #3:

From:	100-533-4230	Mileage, Res. Deputy	\$300.00
	100-553-5711	Equipment	381.20
	100-553-5735	Ammunition	500.00
To:	100-553-4211	Telephone	\$878.24
	100-553-3311	Uniforms	13.93
	100-553-4999	Miscellaneous	78.22
	100-553-4541	Vehicle Repair	210.81

Vote: Motion carried 3 - 0 With Commissioner Heiligenstein absent from dais

< Clerk copy here >

ORDER APPROVING A LINE ITEM TRANSFER FOR

553

FUND

Constable #3

DEPARTMENT

SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and

WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 22nd day of July, 1997, a motion made by Commissioner Boatright and duly seconded by Commissioner Mehevec the motion carried by a vote of 3 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1993 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
100-553-4230	Mileage, Res. Deputy	300.00
100-553-5711	Equipment	381.20
100-553-5735	Ammu.	500.00

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
100-553-4211	Telephone	\$878.24
100-553-3311	Uniforms	13.93
100-553-4999	Miscellaneous	78.22
100-553-4541	Vehicle Repairs	210.81

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

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ATTEST:

Elaine Bizzell, County Clerk

John C. Doerfler 7-22-97
John C. Doerfler, County Judge

Consider approving line item transfer for County Court at Law #1:

From: 100-426-4932 Court Cost \$100.00
To: 100-426-4933 Food, Jurors 100.00

Moved: Commissioner Boatright

Seconded: Commissioner Mehevec

Motion: To approve line item transfer for County Court at Law #1:

From: 100-426-4932 Court Cost \$100.00
To: 100-426-4933 Food, Jurors 100.00

Vote: Motion carried 3 - 0 With Commissioner Heiligenstein absent from dais

< Clerk copy here >

ORDER APPROVING A LINE ITEM TRANSFER FOR

July 9, 1997

100-426-4933 COUNTY COURT AT LAW NO. 1 
FUND DEPARTMENT SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 22nd day of July, 1997, a motion made by Commissioner Boatright and duly seconded by Commissioner Mehevec the motion carried by a vote of 3 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1997 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
100-426-4932	Court Cost	\$100.00


FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

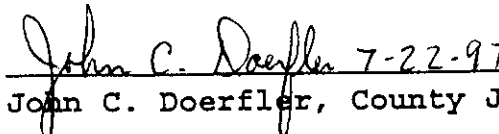
LINE ITEM #	DESCRIPTION	AMOUNT
100-426-4933	Food, Jurors	\$100.00

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

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ATTEST:


Elaine Bizzell, County Clerk


John C. Doerfler, County Judge

AGENDA ITEM # 35July 22, 1997

*

Consider approving line item transfer for Road and Bridge Precinct #4:

From:	200-214-4100	Professional Services	\$ 200.00
	200-214-4211	Telephone	600.00
	200-214-4410	Bond	250.00
	200-214-5750	Office Furniture & Equip	500.00
To:	200-214-4999	Office Supplies	\$ 200.00
	200-214-4999	Miscellaneous	1,350.00

Action taken on July 15, 1997.

AGENDA ITEM # 36July 22, 1997

*

Consider approving line item transfer for State Jail:

From:	500-500-4231	Travel	\$250.00
	500-500-5750	Furniture & Equip.	7.05
To:	500-500-4211	Telephone	\$257.05

Moved: Commissioner Boatright

Seconded: Commissioner Mehevec

Motion: To approve line item transfer for State Jail:

From:	500-500-4231	Travel	\$250.00
	500-500-5750	Furniture & Equip.	7.05
To:	500-500-4211	Telephone	\$257.05

Vote: Motion carried 3 - 0 With Commissioner Heiligenstein absent from dais

< Clerk copy here >

ORDER APPROVING A LINE ITEM TRANSFER FOR

500 STATE JAIL
 FUND DEPARTMENT SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and

WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 22nd day of July, 1997, a motion made by Commissioner Boatright and duly seconded by Commissioner Mehevec the motion carried by a vote of 3 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1996 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
500-500-4231	TRAVEL	250
500-500-5750	FURNITURE & EQPT	7.05
		257.05

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
500-500-4211	Telephone	257.05

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST:

Elaine Bizzell, County Clerk

John C. Doerfler 7-22-97
 John C. Doerfler, County Judge

Consider approving line item transfer for J.P. Precinct #3:

From:	100-453-5750	Office furn. & Equip	\$400.00
To:	100-453-4212	Postage	400.00

Moved: Commissioner Boatright

Seconded: Commissioner Mehevec


Motion: To approve line item transfer for J.P. Precinct #3:

From:	100-453-5750	Office furn. & Equip	\$400.00
To:	100-453-4212	Postage	400.00

Vote: Motion carried 3 - 0 With Commissioner Heiligenstein absent from dais

< Clerk copy here >

ORDER APPROVING A LINE ITEM TRANSFER FOR

453	Justice of The Peace, Pct. #3	
FUND	DEPARTMENT	SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 22nd day of July, 1997, a motion made by Commissioner Boatright and duly seconded by Commissioner Mehevec the motion carried by a vote of 3 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1997 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

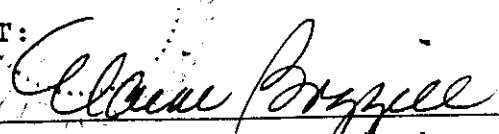
LINE ITEM #	DESCRIPTION	AMOUNT
100-453-4544 5750	Repairs To Equipment office furn. & Equip.	\$400.00

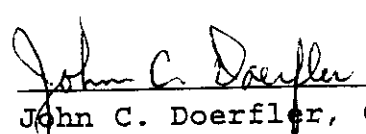
FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
100-453-4212	Postage	\$400.00

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST:


Elaine Bizzell, County Clerk

 7-22-97
John C. Doerfler, County Judge

AGENDA ITEM # 38

July 22, 1997

*

Consider approving line item transfer for Constable Precinct #1:

From:	100-551-3311	Uniforms	\$ 200.00
	100-551-4211	Telephone	250.00
	100-551-4212	Postage	400.00
	100-551-4999	Misc.	200.00
	100-551-4541	Veh. Repair & Maint	50.00
To:	100-551-3301	Gasoline & Oil	\$1,100.00

Moved: Commissioner Boatright

Seconded: Commissioner Mehevec

Motion: To approve line item transfer for Constable Precinct #1:

From:	100-551-3311	Uniforms	\$ 200.00
	100-551-4211	Telephone	250.00
	100-551-4212	Postage	400.00
	100-551-4999	Misc.	200.00
	100-551-4541	Veh. Repair & Maint	50.00
To:	100-551-3301	Gasoline & Oil	\$1,100.00

Vote: Motion carried 3 - 0 With Commissioner Heiligenstein absent from dais

< Clerk copy here >

ORDER APPROVING A LINE ITEM TRANSFER FOR

FUND

Williamson Co. CONSTABLE PET. ONE
DEPARTMENT

SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and

WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 22nd day of July, 1997, a motion made by Commissioner Boatright and duly seconded by Commissioner Mehevec the motion carried by a vote of 3 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1997 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
100-551-3311	UNIFORMS	\$ 200.00
100-551-4211	TELEPHONE	250.00
100-551-4212	POSTAGE	400.00
100-551-4999	MISC.	200.00
100-551-4541	VEH. REPAIR & MAINT.	50.00
		<u>\$ 1,100.00</u>

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
100-551-3301	GASOLINE & OIL	\$ 1,100.00

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize, the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST:

Elaine Bizzell, County Clerk

John C. Doerfler 7-22-97
John C. Doerfler, County Judge

179

Consider approving line item transfer for Road and Bridge Precinct #2:

From: 200-212-4231 Travel \$ 1,500.00
 To: 200-212-4211 Telephone 1,500.00

Moved: Commissioner Boatright

Seconded: Commissioner Mehevec

Motion: To approve line item transfer for Road and Bridge Precinct #2:

From: 200-212-4231 Travel \$ 1,500.00

To: 200-212-4211 Telephone 1,500.00

Vote: Motion carried 3 - 0 With Commissioner Heiligenstein absent from dais

< Clerk copy here >

ORDER APPROVING A LINE ITEM TRANSFER FOR

R+B 212 [Signature]
 FUND DEPARTMENT SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 22nd day of July, 1997, a motion made by Commissioner Boatright and duly seconded by Commissioner Mehevec the motion carried by a vote of 3 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1997 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
<u>200-212-4231</u>	<u>Travel</u>	<u>\$ 1,500</u>

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
<u>200-212-4211</u>	<u>Telephone</u>	<u>\$ 1,500</u>

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

180

John C. Doerfler 7-22-97
 John C. Doerfler, County Judge

ATTEST:

Elaine Bizzell
 Elaine Bizzell, County Clerk

Consider transferring the following fixed assets from URS to Constable Precinct #1:

(1) 1989 Chevy Caprice

1G1BL5176KR207847

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve transfer of the following fixed assets from URS to Constable Precinct #1:

(1) 1989 Chevy Caprice

1G1BL5176KR207847

Vote: Motion carried 3 - 0 With Commissioner Heiligenstein absent from dais

< Clerk copy here >

CHANGE OF FIXED ASSET STATUS

DATE 7-11-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

FIXED ASSET

Quantity	Description	Model	Serial #
#653 1989	Chevy Caprice Lit #565-617	1G1BL5176KR207847	
	w/ 101,291 miles		

FROM (Transferor): Williamson County Unified Road System

TO (Transferee): Williamson County Constable Pct. 1

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ray Bergman
Transferor - Elected Official/Department Head

John C. Doerfler
Transferee - Elected Official/Department Head

approved 7-22-97
John C. Doerfler

AGENDA ITEM # 41

July 22, 1997

Vol 90 Page 176

Hear comments from Commissioners.

Commissioner Mehevec commented on budget workshops being set earlier than 1:30 P.M.

Commissioner Heiligenstein commented on the NACO conference and the re-authorization of ISTEa.

COMMISSIONERS COURT RECESSED AT 11:30 A.M. ON TUESDAY, JULY 22, 1997.

COMMISSIONERS COURT RECONVENED AT 1:30 P.M. THURSDAY, JULY 24, 1997.

AGENDA ITEM # 42

July 22, 1997

Vol 90 Page

Budget Workshop - Various Departments.

The Following departments were reviewed on July 24, 1997 for the Budget Workshop:

400	County Judge
401	Commissioners Court
402	Human Resources
403	County Clerk
405	Veterans Service
409	Non-Departmental
426	County Court at Law #1
427	County Court at Law #2
435	All District Courts
436	26th District Court

Departments reviewed on July 24, 1997 for the Budget Workshop:

437	277th District Court
438	368th District Court
440	District Attorney
451	Justice of the Peace #1
452	Justice of the Peace #2
453	Justice of the Peace #3
454	Justice of the Peace #4
492	Elections
630	Health District

COMMISSIONERS COURT ADJOURNED AT 3:45 P.M. ON JULY 24, 1997.

**AMENDMENT THREE
TO THE
OPERATION AND MANAGEMENT SERVICES AGREEMENT
MODE II STATE JAIL FELONY FACILITY
By and Between
TEXAS DEPARTMENT OF CRIMINAL JUSTICE
and
WILLIAMSON COUNTY**

This Amendment Three is to the Operation and Management Services Agreement, Mode II State Jail Felony Facility, between the Texas Department of Criminal Justice (the "TDCJ") and Williamson County (the "County") dated the 23rd day of June, 1994 (the "Original Agreement").

The parties agree as follows:

1. Article I (Definitions) is amended by changing the definitions as follows:

"Authorized Representative" Delete references to TDCJ-CJAD and replace it with TDCJ-SJD. "TDCJ-SJD" means the "Texas Department of Criminal Justice - State Jail Division."

Delete the definition for "Inmate" and replace it with the following:

"State Jail Confinee Inmate" means any offender sentenced to or confined in a state jail facility as a condition of community supervision for a state jail felony offense. Other than for the purpose of defining per diem rates and program services, the terms "transfer inmate" and State Jail Confinee inmate" may be used interchangeably."

"Transfer Inmate" means any felon other than a state jail felon who is confined to the Facility in accordance with state law."

2. Article IV of the Original Operating Agreement is amended by adding the following to Section 4.1 Operating Plan:

"The Operating Plan is hereby amended by adding the following and deleting anything that conflicts with this revised subsection:

Transfer Inmate Program Services will be provided pursuant to Exhibit 1, attached hereto.

If the program services requirement for transfer inmates results in a reduction in program service staff, then the program staff will be increased on a proportional basis as the confinee population increases at the Facility. One of the reduced program positions will be added each time the confinee population increases by 50 beyond a base established

3. Article IV of the Original Agreement is amended by revising Section 4.2 (Compensation), Subsection (a) and (b) and adding Subsection (c) as follows:

“(a) Subject to the provisions of Section 6.6 and this Article IV, the County shall pay to the Operator the Monthly Operator Payment. The “Monthly Operator Payment” means the mathematical product of the Per Diem Rate for state jail confinees times the number of state jail confinees who occupy the Facility during the billing month according to the Midnight Strength Report for each day of the billing month plus the Per Diem Rate for transfer inmates times the number of transfer inmates who occupy the Facility during the billing month according to the Midnight Strength Report for each day of the billing month.”

“(b) The Per Diem Rate for state jail confinees for the initial Term of this agreement, subject to any adjustments made pursuant to Section 4.4 hereof, shall be \$27.85 for the first twelve (12) months of the operation; \$28.94 for the second twelve months of the operation; and \$30.24 for the third twelve (12) months of operation or until August 31, 1998. The Per Diem Rate for any subsequent operating period shall be established by mutual agreement of the County and the Operator and shall be set forth in the subsequent operating plan.”

“(c) The Per Diem Rate for transfer inmates shall be \$29.16 for the remaining Term of this agreement.”

4. Article IV of the Original Agreement is amended by adding Section 4.11, as follows:

“4.11 Maintenance, Remodeling, Damages, and Condemnation.

(a) The Operator shall and at its expense, establish, document, and implement a maintenance program which maintains the physical structure of the Facility and all tangible personal property contained therein, including all Bond Financed Equipment, in accordance with applicable Court Orders, and ACA Standards, including all maintenance related to structural conditions or defects as well as ordinary routine maintenance, and will in so doing maintain, preserve and keep the Facility and all Bond Financed Equipment in good repair, working order and condition, meeting or exceeding original specifications, subject to normal wear and tear, and will in accordance with the performance objectives described in the maintenance program controls, make or cause to be made all necessary and proper repairs, including those identified by self-monitoring, TDCJ and County inspections such that all replacements and renewals shall thereupon become part of the Facility. It is specifically understood and agreed that the Operator will establish and implement a maintenance program to include as a minimum, controls to address preventive maintenance; corrective maintenance; tool control; deficiency detection and reporting; record keeping; and controls to preclude remodeling, substitutions, alterations, additions, modifications and improvements of the original design configuration without prior TDCJ approval. The Preventative Maintenance

Operator will establish and implement a maintenance program to include as a minimum, controls to address preventive maintenance; corrective maintenance; tool control; deficiency detection and reporting; record keeping; and controls to preclude remodeling, substitutions, alterations, additions, modifications and improvements of the original design configuration without prior TDCJ approval. The Preventative Maintenance Program Plan will be submitted to TDCJ within 60 days of this Amendment being approved by all parties for review and approval. During the term of this Agreement, TDCJ shall have no responsibility, financial or otherwise, with respect to maintenance of the Facility. The responsibility for maintenance of the Facility shall be the sole responsibility of the County through its Operator. Maintenance program controls shall as a minimum, address the following elements:

(1) Preventative Maintenance

- Unique equipment identification and description for all Bond Financed Equipment
- Material and cost data history
- Scheduling as described in the TDCJ Facilities Division Preventative Maintenance (PM) Program Manual
- Specific checkpoints as described in the TDCJ Facilities Division Preventative Maintenance (PM) Program Manual
- Completion of daily PMs on the day issued, weekly PMs within 7 days of issuance, and all others within 15 days of issuance.
- Completion, within 7 working days, of 90% of all PM work orders written.

(2) Corrective Maintenance

- Current status of pending corrective maintenance
- Work backlog minimized to support safe and secure unit operation
- Documentation to provide detailed accounts of maintenance performed
- Traceability of parts and materials used
- Work order prioritization in the order of Emergency, Preventive Maintenance, and Routine with emergency defined as any work request that threatens the security of the institution or the safety, health and well being of inmates (i.e. showers, kitchen, cells).
- Completion of 85% of all work orders opened in a month.
- TDCJ approval prior to deferral of corrective maintenance for a period greater than 60 days.

(3) Tool Control

- Current tool inventory
- Storage, issuance and destruction status of tools
- Documentation and attempted retrieval of missing tools

(4) Inventory Control

- Requisition of material within 7 days after issuance of work order

(5) Deficiency Detection and Reporting

- Daily deficiency identification and documentation inspections
- Current status of identified deficiencies
- Standardized reporting mechanisms
- Issuance of work order within 2 working days following deficiency reporting

(6) Records

- Documentation of implementation of program elements
- Organized and retrievable filing system

(b) Subject to the prior approval of TDCJ, which approval shall not unreasonably be withheld, County through its Operator shall have the authority to remodel the Facility or make substitutions, alterations, additions, modifications and improvements to the Facility from time to time, the cost of which remodeling, substitutions, alterations, additions, modifications and improvements shall be paid by the County through its Operator, unless TDCJ has agreed in writing to reimburse the Operator for those costs, and the same shall become part of the Facility. The design and construction of remodeling, substitutions, alterations, additions, modifications and improvements shall be accomplished in accordance with the Texas Engineering Practice Act; and where appropriate, the engineering plans, specifications, and estimates shall be prepared by, and the engineering construction, shall be executed under the direct supervision of a State of Texas Registered Professional Engineer.

(c) Promptly after the occurrence of any damage to or loss of a Facility that materially affects the continued operation of such Facility, County through its Operator shall notify TDCJ of such loss or damage and TDCJ, County and its Operator shall jointly assess the nature and extent of such damage or loss and, as soon as practicable thereafter, determine whether it is practicable and desirable to rebuild, repair or restore such damage or loss. If TDCJ and County shall determine that such rebuilding, repairing or restoring is practicable and desirable, County through its Operator shall forthwith proceed with such rebuilding, repairing or restoring and upon the completion thereof, such rebuilding, repair or restoration shall thereupon become part of the Facility. In such case, any insurance proceeds received in respect of such damage or loss shall be used for payment of, or reimbursement for, the costs of such rebuilding, repairing or restoring. In the event such insurance proceeds are not sufficient to pay in full the costs of such repair, rebuilding or restoration, and County through its Operator and TDCJ shall determine to repair, rebuild or restore the Facility, County through its Operator shall pay from its own moneys that portion of the costs thereof in excess of such proceeds. If TDCJ and County determine not to rebuild, repair or restore the Facility, then this Agreement shall terminate with respect to such Facility thirty (30) days after such determination.

(d) In the event that title to or the temporary use of a Facility, or any part thereof, shall be taken in condemnation or by the exercise of the power of eminent domain by any

governmental body or by any Person acting under governmental authority, promptly after such condemnation or exercise of the power of eminent domain, TDCJ and County shall jointly determine whether to restore or replace the Facility. If TDCJ and County elect to restore or replace the Facility, County through its Operator shall forthwith proceed with such restoration or replacement, which restoration or replacement shall thereupon become part of the Facility. In such case, any proceeds received from any award or awards in respect of the Facility or any part thereof made in such condemnation or eminent domain proceedings, after payment of all expenses incurred in the collection thereof, shall be for payment of, or reimbursement for, the costs of such restoration or replacement. If County and TDCJ determine not to restore or replace the Facility, then this Agreement shall terminate with respect to such Facility thirty (30) days after such determination.

(e) County or its Operator may from time to time after the Services Commencement Date, at its own expense, install machinery, equipment, and other personal property in the Facility, which may be attached or affixed to the Facility. All such machinery, equipment, and other personal property, other than any Bond Financed Equipment, shall remain the sole property of County or Operator and County or Operator may remove the same from the Facility at any time, in its sole discretion and at its own expense; provided, that any damage to the Facility resulting from any removal pursuant to this Section shall be repaired by County or Operator at the expense of County or Operator, whichever is responsible for the property.

(f) As a part of initial Operations and Management Agreement, County through its Operator, in cooperation with TDCJ, shall prepare and maintains an inventory of all Bond Financed Equipment. Such inventory includes the manufacturer, model number, serial number, monetary value (purchase cost) and assigned identification number. All Bond Financed Equipment shall remain part of the Facility and may not be removed from the Facility without the prior written consent of TDCJ and the Trustee named in the Indenture of Trust executed by the Financing Corporation as it relates to Bond Financed Equipment. TDCJ shall be entitled to conduct an inventory of all Bond Financed Equipment and shall be entitled to conduct an annual inventory of Bond Financed Equipment throughout the Term of this Agreement. County and its Operator shall cooperate with TDCJ in its conducting of all inventories of Bond Financed Equipment. County through its Operator shall replace at its cost within sixty (60) days of the date of discovery of loss, stolen, damaged or inoperable equipment any Bond Financed Equipment that is lost, stolen, destroyed or inoperable beyond repair with equipment having like functional ability, life expectancy and quality. Such replacement equipment shall be added to the inventory. The TDCJ Accounting Department and the TDCJ-SJD shall be notified in writing each time an item of Bond Financed Equipment is replaced, such notification must include all pertinent information (including a copy of the purchase receipt showing purchase cost, manufacturer, model number, serial number and assigned identification number) for the replaced item. Inoperable equipment replaced by County through its Operator shall be disposed of by County through its Operator. If an item of Bond Financed Equipment is lost, stolen or destroyed, a TDCJ form BU-195 must be completed and forwarded to the TDCJ Accounting Department noting that the referenced

item has been replaced. County through its Operator shall identify to TDCJ and keep separately inventoried all machinery and equipment that is ancillary to or supplemental to, but not an integral part of Bond Financed Equipment, which is purchased by County or its Operator. Such ancillary or supplemental machinery and equipment shall remain the property of County or its Operator and shall be removable by County or its Operator provided that such removal does not impair the operation of the Bond Financed Equipment to which it had been ancillary or supplemental."

5. Article V of the Original Agreement is amended to read as follows:

"5.3 Monitors. (a) Performance of this Agreement shall be monitored by TDCJ through staff of the State Jail Division and others employed by TDCJ as requested by TDCJ-SJD. Such representatives shall have the right to have reasonably prompt access to and examination of all records related to the operation of the Facility and the Inmates housed therein as well as enter upon and into the Facility to examine and inspect the Facility at any time."

"(b) TDCJ-SJD shall review and audit the Facility under State Jail Standards, CJAD Standards, TDCJ and Board policies, applicable law, the Williamson County Community Justice Plan, and the Operating Plan, as amended. If TDCJ-SJD determines that the County or Facility is in default or not in compliance with this Agreement, the County may appeal the determination in accordance with the administrative process as approved by the Texas Board of Criminal Justice.

This Amendment Three shall be effective as of the 1st day of September, 1997. All other terms and conditions of the Original Agreement not amended by this Amendment Three or Amendments One and Two shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Three to the Original Agreement to be duly executed by its authorized representatives on the respective dates set forth below.

TEXAS DEPARTMENT OF CRIMINAL JUSTICE

By: _____

Name (Typed or Printed) _____

Date: _____

WILLIAMSON COUNTY

By: John C. Doerfler

Name (Typed or Printed) John C. Doerfler

Date: 7-22-97

EXHIBIT 1

TRANSFER INMATE PROGRAM SERVICES

This exhibit address the programmatic services for state transfer inmates incarcerated in the Bartlett State Jail. The programmatic services listed below will be available for state transfer inmates based upon the following: Fifty (50) percent of the transfer inmates will be involved in the following program services for a minimum of three (3) hours per day, five (5) days per week:

Programming:

Basic Literacy through G.E.D.
Life Skills / Pre-Release
On the Job Training (O.J.T.)
Library Services
Chaplaincy Services
Substance Abuse Education

**AMENDMENT THREE
TO THE
OPERATION AND MANAGEMENT SERVICES AGREEMENT
MODE II STATE JAIL FELONY FACILITY**

**By and Between
WILLIAMSON COUNTY
and
CONCEPT INCORPORATED**

This Amendment Three is to the Operation and Management Services Agreement, Mode II State Jail Felony Facility, between Williamson County and Concept Incorporated dated the 22nd day of June, 1994 (the "Original Agreement") for the management and operation of the Mode II state jail facility in Bartlett, Texas.

The parties agree as follows:

1. Article I (Definitions) is amended by deleting the definition for "Inmate" and replacing it with the following:

"State Jail Confinee Inmate" means any offender sentenced to or confined in a state jail facility as a condition of community supervision for a state jail felony offense. Other than for the purpose of defining per diem rates and program services, the terms "transfer inmate" and State Jail Confinee inmate" may be used interchangeably."

"Transfer Inmate" means any felon other than a state jail felon who is confined to the Facility in accordance with state law."

2. Article IV of the Original Operating Agreement is amended by adding the following to Section 4.1 Operating Plan:

"The Operating Plan is hereby amended by adding the following and deleting anything that conflicts with this revised subsection:

Transfer Inmate Program Services will be provided pursuant to Exhibit 1, attached hereto.

If the program services requirement for transfer inmates results in a reduction in program service staff, then the program staff will be increased on a proportional basis as the confinee population increases at the Facility. One of the reduced program positions will be added each time the confinee population increases by 50 beyond a base established under this Amendment of 200 confinees. The Operator will provide the County with an amended staffing plan that identifies any positions temporarily eliminated by this Amendment. Upon written agreement of TDCJ, that staffing plan shall constitute the new and approved staffing plan for the facility, subject to future adjustments provided for in this Amendment."

3. Article IV of the Original Agreement is amended by revising Section 4.2 (Compensation), Subsection (a) and (b) and adding Subsection (c) as follows:

“(a) Subject to the provisions of Section 6.6 and this Article IV, the County shall pay to the Operator the Monthly Operator Payment. The “Monthly Operator Payment” means the mathematical product of the Per Diem Rate for state jail confinees times the number of state jail confinees who occupy the Facility during the billing month according to the Midnight Strength Report for each day of the billing month plus the Per Diem Rate for transfer inmates times the number of transfer inmates who occupy the Facility during the billing month according to the Midnight Strength Report for each day of the billing month.”

“(b) The Per Diem Rate for state jail confinees for the initial Term of this agreement, subject to any adjustments made pursuant to Section 4.4 hereof, shall be \$27.85 for the first twelve (12) months of the operation; \$28.94 for the second twelve months of the operation; and \$30.24 for the third twelve (12) months of operation or until August 31, 1998. The Per Diem Rate for any subsequent operating period shall be established by mutual agreement of the County and the Operator and shall be set forth in the subsequent operating plan.”

“(c) The Per Diem Rate for transfer inmates shall be \$29.16 for the remaining Term of this agreement.”

4. Article IV of the Original Agreement is amended by adding Section 4.11, as follows:

“4.11 Maintenance, Remodeling, Damages, and Condemnation.

(a) The Operator shall and at its expense, establish, document, and implement a maintenance program which maintains the physical structure of the Facility and all tangible personal property contained therein, including all Bond Financed Equipment, in accordance with applicable Court Orders, and ACA Standards, including all maintenance related to structural conditions or defects as well as ordinary routine maintenance, and will in so doing maintain, preserve and keep the Facility and all Bond Financed Equipment in good repair, working order and condition, meeting or exceeding original specifications, subject to normal wear and tear, and will in accordance with the performance objectives described in the maintenance program controls, make or cause to be made all necessary and proper repairs, including those identified by self-monitoring, TDCJ and County inspections such that all replacements and renewals shall thereupon become part of the Facility. It is specifically understood and agreed that the Operator will establish and implement a maintenance program to include as a minimum, controls to address preventive maintenance; corrective maintenance; tool control; deficiency detection and reporting; record keeping; and controls to preclude remodeling, substitutions, alterations, additions, modifications and improvements of the original design configuration without prior TDCJ approval. The Preventative Maintenance

Program Plan will be submitted to TDCJ within 60 days of this Amendment being effective for review and approval. During the term of this Agreement, the County and the TDCJ shall have no responsibility, financial or otherwise, with respect to maintenance of the Facility. The responsibility for maintenance of the Facility shall be the sole responsibility of the Operator. Maintenance program controls shall as a minimum, address the following elements:

(1) Preventative Maintenance

- Unique equipment identification and description for all Bond Financed Equipment
- Material and cost data history
- Scheduling as described in the TDCJ Facilities Division Preventative Maintenance (PM) Program Manual
- Specific checkpoints as described in the TDCJ Facilities Division Preventative Maintenance (PM) Program Manual
- Completion of daily PMs on the day issued, weekly PMs within 7 days of issuance, and all others within 15 days of issuance.
- Completion, within 7 working days, of 90% of all PM work orders written.

(2) Corrective Maintenance

- Current status of pending corrective maintenance
- Work backlog minimized to support safe and secure unit operation
- Documentation to provide detailed accounts of maintenance performed
- Traceability of parts and materials used
- Work order prioritization in the order of Emergency, Preventive Maintenance, and Routine with emergency defined as any work request that threatens the security of the institution or the safety, health and well being of inmates (i.e. showers, kitchen, cells).
- Completion of 85% of all work orders opened in a month.
- TDCJ approval prior to deferral of corrective maintenance for a period greater than 60 days.

(3) Tool Control

- Current tool inventory
- Storage, issuance and destruction status of tools
- Documentation and attempted retrieval of missing tools

(4) Inventory Control

- Requisition of material within 7 days after issuance of work order

(5) Deficiency Detection and Reporting

- Daily deficiency identification and documentation inspections
- Current status of identified deficiencies
- Standardized reporting mechanisms

Issuance of work order within 2 working days following deficiency reporting

(6) Records

Documentation of implementation of program elements
Organized and retrievable filing system

(b) Subject to the prior approval of TDCJ, which approval shall not unreasonably be withheld, the Operator shall have the authority to remodel the Facility or make substitutions, alterations, additions, modifications and improvements to the Facility from time to time, the cost of which remodeling, substitutions, alterations, additions, modifications and improvements shall be paid by the Operator, unless TDCJ has agreed in writing to reimburse the Operator for those costs, and the same shall become part of the Facility. The design and construction of remodeling, substitutions, alterations, additions, modifications and improvements shall be accomplished in accordance with the Texas Engineering Practice Act; and where appropriate, the engineering plans, specifications, and estimates shall be prepared by, and the engineering construction, shall be executed under the direct supervision of a State of Texas Registered Professional Engineer.

(c) Promptly after the occurrence of any damage to or loss of a Facility that materially affects the continued operation of such Facility, the Operator shall notify TDCJ and County of such loss or damage and TDCJ, County and the Operator shall jointly assess the nature and extent of such damage or loss and, as soon as practicable thereafter, determine whether it is practicable and desirable to rebuild, repair or restore such damage or loss. If TDCJ, the County and the Operator shall determine that such rebuilding, repairing or restoring is practicable and desirable, the Operator shall forthwith proceed with such rebuilding, repairing or restoring and upon the completion thereof, such rebuilding, repair or restoration shall thereupon become part of the Facility. In such case, any insurance proceeds received in respect of such damage or loss shall be used for payment of, or reimbursement for, the costs of such rebuilding, repairing or restoring. In the event such insurance proceeds are not sufficient to pay in full the costs of such repair, rebuilding or restoration, and the County, the Operator and TDCJ shall determine to repair, rebuild or restore the Facility, the Operator shall pay from its own moneys that portion of the costs thereof in excess of such proceeds. If TDCJ, the County and Operator determine not to rebuild, repair or restore the Facility, then this Agreement shall terminate with respect to such Facility thirty (30) days after such determination.

(d) In the event that title to or the temporary use of a Facility, or any part thereof, shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or by any Person acting under governmental authority, promptly after such condemnation or exercise of the power of eminent domain, TDCJ, the County and the Operator shall jointly determine whether to restore or replace the Facility. If TDCJ, the County and the Operator elect to restore or replace the Facility, the Operator shall forthwith proceed with such restoration or replacement, which restoration or replacement

shall thereupon become part of the Facility. In such case, any proceeds received from any award or awards in respect of the Facility or any part thereof made in such condemnation or eminent domain proceedings, after payment of all expenses incurred in the collection thereof, shall be for payment of, or reimbursement for, the costs of such restoration or replacement. If the Operator, the County and TDCJ determine not to restore or replace the Facility, then this Agreement shall terminate with respect to such Facility thirty (30) days after such determination.

(e) County and Operator may from time to time after the Services Commencement Date, at its own expense, install machinery, equipment, and other personal property in the Facility, which may be attached or affixed to the Facility. All such machinery, equipment, and other personal property, other than any Bond Financed Equipment, shall remain the sole property of County or Operator and County or Operator may remove the same from the Facility at any time, in its sole discretion and at its own expense; provided, that any damage to the Facility resulting from any removal pursuant to this Section shall be repaired by County or Operator at the expense of County or Operator, whichever is responsible for the property.

(f) As a part of initial Operations and Management Agreement, the Operator, in cooperation with the County and TDCJ, shall prepare and maintains an inventory of all Bond Financed Equipment. Such inventory includes the manufacturer, model number, serial number, monetary value (purchase cost) and assigned identification number. All Bond Financed Equipment shall remain part of the Facility and may not be removed from the Facility without the prior written consent of TDCJ and the Trustee named in the Indenture of Trust executed by the Financing Corporation as it relates to Bond Financed Equipment. TDCJ and the County shall be entitled to conduct an inventory of all Bond Financed Equipment and shall be entitled to conduct an annual inventory of Bond Financed Equipment throughout the Term of this Agreement. County and its Operator shall cooperate with TDCJ in its conducting of all inventories of Bond Financed Equipment. The Operator shall replace at its cost within sixty (60) days of the date of discovery of loss, stolen, damaged or inoperable equipment any Bond Financed Equipment that is lost, stolen, destroyed or inoperable beyond repair with equipment having like functional ability, life expectancy and quality. Such replacement equipment shall be added to the inventory. The TDCJ Accounting Department, the TDCJ-SJD and the County shall be notified in writing each time an item of Bond Financed Equipment is replaced, such notification must include all pertinent information (including a copy of the purchase receipt showing purchase cost, manufacturer, model number, serial number and assigned identification number) for the replaced item. Inoperable equipment replaced by the Operator shall be disposed of by the Operator. If an item of Bond Financed Equipment is lost, stolen or destroyed, a TDCJ form BU-195 must be completed and forwarded to the TDCJ Accounting Department noting that the referenced item has been replaced. The Operator shall identify to County and TDCJ and keep separately inventoried all machinery and equipment that is ancillary to or supplemental to, but not an integral part of Bond Financed Equipment, which is purchased by County or the Operator. Such ancillary or supplemental machinery and equipment shall remain the

property of County or the Operator and shall be removable by County or the Operator provided that such removal does not impair the operation of the Bond Financed Equipment to which it had been ancillary or supplemental.”

5. Article V of the Original Agreement is amended to read as follows:

“5.3 Monitors.

“(b) County shall review and audit the Facility and the Operator under State Jail Standards, CJAD Standards, TDCJ and Board policies, applicable law, the Williamson County Community Justice Plan, and the Operating Plan, as amended. If the County determines that the Operator is in default or not in compliance with this Agreement, the Operator may appeal the determination in accordance with the administrative process as approved by the Texas Board of Criminal Justice.

This Amendment Three shall be effective as of the 1st day of September, 1997. All other terms and conditions of the Original Agreement not amended by this Amendment Three or Amendments One and Two shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Three to the Original Agreement to be duly executed by its authorized representatives on the respective dates set forth below.

WILLIAMSON COUNTY

By: John C. Doerfler 7-22-97

Name (Typed or Printed) John C. Doerfler

Date: 7-22-97

CONCEPT INCORPORATED

By: _____

Name (Typed or Printed) _____

Date: _____

EXHIBIT 1**TRANSFER INMATE PROGRAM SERVICES**

This exhibit address the programmatic services for state transfer inmates incarcerated in the Bartlett State Jail. The programmatic services listed below will be available for state transfer inmates based upon the following: Fifty (50) percent of the transfer inmates will be involved in the following program services for a minimum of three (3) hours per day, five (5) days per week:

Programming:

Basic Literacy through G.E.D.
Life Skills / Pre-Release
On the Job Training (O.J.T.)
Library Services
Chaplaincy Services
Substance Abuse Education

THE FOREGOING MINUTES in Volume 89 on pages 921 through 926 and Volume 90 on pages 1 through 198, inclusive had at a Special Session of Commissioners Court of Williamson County, Texas, having been read are hereby approved this 29th day of July, 1997.

John C. Doerfler, County Judge

ATTEST: Elaine Bizzell, Clerk County Court & Ex-officio Clerk,
Commissioners Court, Williamson County, Texas

by: _____
Deputy Clerk

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