

AGENDA ITEM 30

Discuss and take appropriate action on jail/courthouse annex expansion.

Ed Lee with Broaddus & Associates discussed the status of the jail/courthouse annex expansion. He stated that the County is close to receiving the city permit for the jail and parking garage. He stated that there are on-site meetings regarding the construction every Monday at 2:00 p.m. at the trailer located on the construction site.

AGENDA ITEM 31

Consider approving contract with CDY Consulting Engineers for Constable Pct. 4 building.

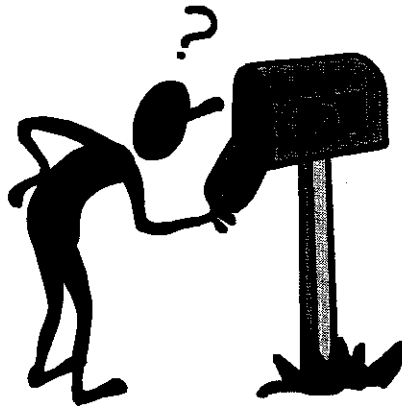
Moved: **Commissioner Limmer**

Seconded: **Commissioner Boatright**

Motion: To approve a contract with CDY Consulting Engineers for the Constable Pct. 4 building.

Vote: **4 - 0**

< Attachment >



No backup documentation was provided by the time that the minutes were scanned.

AGENDA ITEM 32

Discuss and take appropriate action regarding contract for Regional Trailhead parking and previous court actions.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To clarify that funding for the Regional Trailhead Parking is as follows:

\$500,000.00 from park bonds

\$150,000.00 from Precinct 2, CR 200 funds (from Certificates of Obligation), and to clarify that the total contract amount for Baker-Aicken on the project is \$136,300. The YMCA will write a check to the county for \$41,476 for their portion.

Vote: **4 - 0**

< Attachment >



BAKER-AICKLEN
& ASSOCIATES, INC.
Engineers/Surveyors

March 11, 2002

Proposal #01-3095R2
Replaces Prop. #01-3095
and ASA Prop. #01-3154

WILLIAMSON COUNTY
Commissioner Greg Boatright
The Honorable Judge John Doerfler
710 Main Street , Suite 201
Georgetown, Texas 78626

Re: Proposal for Professional Services
Southeast Corner of Hwy. 183 & Kent Street
Twin Lakes Park-Trail Head Parking and YMCA Site Improvements
Surveying, Site Work Engineering, Zoning, NPDES, TAS Review,
Aquatic Vegetation Services, Lighting Plans, Landscape/Irrigation
and Geotechnical Services

Dear Commissioner Boatright/Judge Doerfler:

We are pleased to submit our proposal for services related to the above referenced project. Basically, our proposal covers surveying, engineering, zoning, TAS review, aquatic vegetation services, lighting plans, landscape/irrigation and geotechnical services for shared parking facilities and site development improvements for Williamson County and the YMCA, respectively. The parking lot will be located in the Hidden Valley Estates Subdivision, Lot 15, and portions of Lots 16, 18B, 18A owned by the City of Cedar Park. The YMCA site development improvements are proposed for a 3.899-acre site (R377019) and the north portion of the 50 acres owned by the County and leased by the YMCA located adjacent and to the south of the Hidden Valley Estates Subdivision in Cedar Park, Texas. The Trail Head parking is also proposed to be on the north portion of the same 50 acres. Below is a more specific list of our proposed Scope of Services and Basis of Compensation.

SCOPE OF SERVICES

A. PROJECT COORDINATION

1. Assemble and review pertinent information.
2. Meet with owners and architect to discuss project goals and requirements.
3. Assist owners and architect in the development of conceptual site plan.
4. Meet with city officials and architect to discuss conceptual site plan.
5. Assist architect in revisions to conceptual site plan addressing owners' comments.
6. Meet with owners and architect to secure owners' final approval of site plan.

B. TOPOGRAPHIC AND TREE MAPPING

1. Initial Area
 - a. Locate all hard wood trees 8" and greater, as well as identify protected trees.
 - b. Locate all planimetric features visible on the property.
 - c. Locate all visible utilities within the property, including those adjoining the property side of the right-of-way.
 - d. Locate sufficient ground shots to prepare one-foot contour interval map.
 - e. Protected trees will be tagged and common tree names will be used for identification.
 - f. Prepare a drawing showing the results of the mapping effort.
2. Extended Area (Westward)
 - a. Locate all hard wood trees 8" and greater, as well as identify protected trees.
 - b. Locate all planimetric features visible on the property.
 - c. Locate all visible utilities within the property, including those adjoining the property side of the right-of-way.
 - d. Locate sufficient ground shots to prepare one-foot contour interval map.
 - e. Protected trees will be tagged and common tree names will be used for identification.
 - f. Prepare a drawing showing the results of the mapping effort.

C. DRAINAGE STUDY

1. Study
 - a. Assemble and review pertinent information.
 - b. Prepare calculations and computer models using the Soil Conservation Service software (TR-20).
 - c. Determine the 25-year and 100-year flood plain limits as a result of the proposed improvements.
 - d. Prepare Drainage Study report with the results of the study.
2. Easement
 - a. Prepare field notes & sketch for easement across YMCA 4±-acre site.

D. SITE DEVELOPMENT DESIGN SERVICES

1. Site Plan
 - a. Collect and review pertinent data (Architect's/Owners' concept plan).
 - b. Coordinate with Project Architect, Owners and Fire Department, as required.
 - c. Prepare dimensionally accurate site plan and submit with contract documents to secure approvals.
 - d. Furnish Owners' Architect a copy of the AutoCAD 2000 drawing file.
-

2. **Utility Plans (On-Site Water and Wastewater)**
 - a. Collect and review pertinent data.
 - b. Coordinate with Architect, City staff and utility companies, as needed.
 - c. Prepare utility plans for water and wastewater improvements, including fire lines, to within five feet of buildings. Connections and meter size to be set per MEP consultant.
 - d. Furnish copy to Owners.
3. **Site Grading and Drainage Plan**
 - a. Collect and review pertinent data.
 - b. Coordinate with Architect and City staff.
 - c. Prepare conceptual grading and drainage plan based upon Architect's layout plan.
 - d. Review preliminary grading and drainage plan with Owners' Architect. Revise drawing as needed per review comments.
 - e. Prepare final grading and drainage plan to include curb elevation slopes, finish floor grades, wall elevation (if any), and details as necessary.
4. **Water Quality and Stormwater Detention Pond Design**
 - a. Prepare calculations and design in accordance with the TNRCC Technical Guidance on Best Management Practices.
 - b. Prepare calculations and design in accordance with the City of Austin Drainage Criteria Manual and/or TNRCC requirements.
 - c. Incorporate water quality and stormwater detention pond designs into construction plans.
5. **Site Development Permit Coordination and Processing**
 - a. Assemble pertinent data and coordinate receiving drawings from the Landscape Architect and Structural Engineer (if required).
 - b. Coordinate with Architect regarding items to be furnished by Architect (compatibility drawings, if required).
 - c. Submit application along with appropriate drawings and Engineer's Summary Letter and Report to the City.
 - d. Coordinate with City and Client during review process, address City comments, and process the submittal for approval of Site Development Permit.

**E. TEXAS NATURAL RESOURCE CONSERVATION COMMISSION
PERMITTING (CONTRIBUTING ZONE PLAN)**

1. Assemble pertinent information. Owners to furnish available information.
 2. Meet with the Texas Natural Conservation Commission (TNRCC) to discuss project.
 3. Prepare contributing zone application and attachments, per TNRCC requirements.
-

4. Submit documents to TNRCC for review.
5. Respond to TNRCC comments.
6. Print final documents, and submit for TNRCC approval.
7. Prepare documents, and record in courthouse.
8. Finalize Client copy of documents.

F. CONSTRUCTION PHASE SERVICES (LIMITED)

1. Assist in preconstruction conference.
2. Review shop drawings.
3. Visit construction site periodically.
4. Interpret drawings and specifications.
5. Observe construction for general conformity to contract documents (not full-time representative).
6. Prepare final punch list.
7. Issue Contractor's Certificate of Completion, upon satisfactory completion of the project.
8. Prepare "Record Drawings" from information provided by Contractor.

G. REIMBURSABLE EXPENSES

All copying, purchases of maps and documents, tax certificates, deeds, printing of reports and plans, mailing, courier, express/overnight and other related expenses shall be charged in accordance with the attached rate sheet. Copies will be provided of any documents, as requested and as necessary to complete the work tasks. State taxes on specific types of surveys are in addition to the noted fees. This estimate does not include governmental fees.

H. EXTRA – ZONING

1. Gather data to compile a zoning request/application.
2. Prepare an application for OSR zoning as recommended by JoLinda Marshall at the City.
3. Prepare a sketch of the area using a City topo map (no surveying or field note description).
4. Submit package to the City for review. Governmental fee requirements are unknown.
5. Attend Planning Commission and City Council public hearings.

I. EXTRA – NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT – SITE DISTURBANCE

1. Prepare and provide Stormwater Pollution Prevention Plan and Notice of Intent (NOI) for Owner and Contractor execution. Mail out NOI forms to the U.S. Environmental Protection Agency (E.P.A.).
-

2. At construction completion, prepare and provide Notice of Termination for Owner and Contractor execution. Mail out NOT forms to U.S.E.P.A.

J. SUBCONSULTANT SERVICES – TAS REVIEW (Clarence Haynie Development Associates)

1. Subcontract with Clarence Haynie for TDLR review as follows:
 - a. Meet to discuss accessible routes.
 - b. Provide Clarence a plan set for formal review and TDLR letter.

K. SUBCONSULTANT SERVICES – AQUATIC VEGETATION SERVICES (Horizon Environmental)

1. Subcontract with Horizon Environmental for services as follows:
 - a. Field recognition of the existing aquatic plants along the shores of the private lake. Evaluation of the plantings as they relate to the requirements of the TNRCC requirements for a wet basin. Preparation of a report of the findings.
 - b. If the findings are that plants are not adequate, preparation of an aquatics planting plan that meets the ordinance. Furnish a plan that would be incorporated into the permit plan set.
- B. Archeological Investigation
 1. Conduct archival research at the Texas Historical Commission (THC) to identify any recorded sites or properties listed on the National Register of Historic Places or on the list of State Archaeological Landmarks for the subject site.

L. EXTRA – PARK PLAN (56± AC.) MODIFICATION

1. Incorporate Hall-Bargainer revision of park plan for entire 56±-acre site in Civil plans (one time only).
2. Revise calculations, and modify plan to match Civil format.

M. SUBCONSULTANT SERVICES – LANDSCAPE PLAN AND IRRIGATION (Hall-Bargainer)

1. Provide landscape planting plan and details as required by the City. Submit for a Landscape Permit. Address City comments, and achieve approval. Furnish approved drawings. No construction phase services are included.
 2. Prepare landscape irrigation plans and details to show heads, valves, controllers, and piping. Construction phase services are included.
-

N. SUBCONSULTANT SERVICES – GEOTECHNICAL REPORT (HBC Engineering)

1. Drill test borings as follows:
 - Two for pavement to 5 feet deep
 - Five for the YMCA building to 20 feet deep
 - Five for the Airnasium/Pool to 20 feet deep
2. Perform laboratory testing for moisture contents, unit dry weights, atterberg limits, compressive strength and size grain analyses.
3. Review the results of lab tests and evaluation by registered professional geotechnical engineer.
4. Prepare an engineering report detailing the test results, boring logs and providing geotechnical engineer's recommendations which will address:
 - Site and subgrade preparation
 - Foundation design and construction
 - Pavement design guidelines

O. SUBCONSULTANT SERVICES – CONSTRUCTION TESTING (Pre-Test Laboratory)

1. Construction testing services will be provided by a subconsultant.
2. Testing services will be provided as requested on an as-needed basis.

P. SUBCONSULTANT SERVICES – LIGHTING PLAN (Myers & Associates)

1. Prepare electrical drawing and specifications necessary to complete a set of Contract Documents. Scope includes incorporating final review comments from the local authorities.
2. Coordinate with the local power company

CLARIFICATIONS

The following design data is required to be provided by the Client or Project Architect:

1. Domestic water meter size
 2. Fire flow requirements as approved by the City Fire Marshal.
-

BASIS OF COMPENSATION

We propose to provide the above-described Scope of Services, except for Items A, J and O, on a lump sum plus reimbursable expense basis as listed below:

	<u>Wms. County</u> <u>(68%)</u>	<u>YMCA</u> <u>(32%)</u>	<u>Combined</u>
A. Project Coordination	\$ 2,720 Hrly	\$ 1,280 Hrly	\$ 4,000 Hrly
B. Topo and Tree Mapping			
1. Initial Area	\$ 4,800 L.S.	\$ Ø L.S.	\$ 4,800 L.S.
C. Drainage			
1. Study	\$ 9,126 L.S.	\$ 4,294 L.S.	\$13,420 L.S.
D. Site Design	\$31,552 L.S.	\$14,848 L.S.	\$46,400 L.S.
E. TNRCC Permitting	\$ 3,060 L.S.	\$ 1,440 L.S.	\$ 4,500 L.S.
F. Construction Phase Svcs.	\$ 8,160 Hrly	\$ 3,840 Hrly	\$12,000 Hrly
Sub-Total	\$59,418	\$25,702	\$85,120
B. <u>Extra</u> – Topo/Tree Mapping			
2. Extended Area	\$ 3,800 L.S.	\$ Ø L.S.	\$ 3,800 L.S.
C. <u>Extra</u> – Drainage			
2. Easement	\$ Ø L.S.	\$ 900 L.S.	\$ 900 L.S.
G. Reimbursable Expenses	\$ 1,020 Hrly	\$ 480 Hrly	\$ 1,500 Hrly
H. <u>Extra</u> – Zoning	\$ 1,700 L.S.	\$ 800 L.S.	\$ 2,500 L.S.
I. <u>Extra</u> – N.P.D.E.S. Permit	\$ 1,615 L.S.	\$ 760 L.S.	\$ 2,375 L.S.
J. Subcons. – TAS Review	\$ 544 L.S.	\$ 256 L.S.	\$ 800 L.S.
K. Subcons.—Aquatic Veg. Svcs.	\$ 1,972 L.S.	\$ 928 L.S.	\$ 2,900 L.S.
L. Subcons.—Park Plan Modif.	\$ 1,020 L.S.	\$ 480 L.S.	\$ 1,500 L.S.
M. Subcons.—Landscape/Irrig.	\$ 6,470 L.S.	\$ 3,045 L.S.	\$ 9,515 L.S.
N. Subcons.—Geotechnical	\$ 4,413 L.S.	\$ 2,077 L.S.	\$ 6,490 L.S.
O. Subcons.—Const. Testing	\$10,200 Hrly	\$ 4,800 Hrly	\$15,000 Hrly
P. Subcons.—Lighting Plan	\$ 2,652 L.S.	\$ 1,248 L.S.	\$ 3,900 L.S.
Sub-Total	\$37,776	\$16,889	\$54,665
TOTAL	\$94,824	\$41,476	\$136,300

Due to the uncertainty of the services involved, we propose to provide Items A., F. and O., Project Coordination, Construction Phase Services (Limited), and Construction Testing, on an hourly charge plus G. Reimbursable Expenses in accordance with the attached hourly rate schedule for the budgeted amount indicated not to exceed without prior authorization.

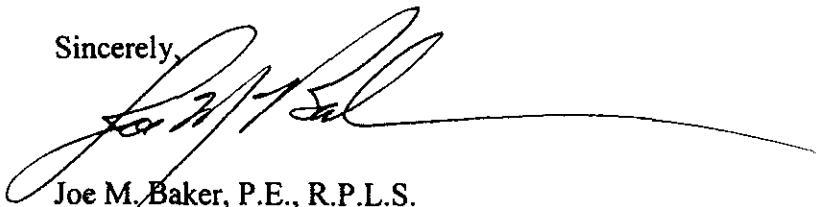
The fee amounts proposed above are based on personnel time required to perform the described Scope of Services. We agree to perform the services as detailed. Additional time requirements resulting from project scope changes or plan revisions beyond our control which cause work to be redesigned/redrawn will be considered reasonable cause for us to seek additional compensation for services not included in

these amounts. Such services may be compensated for on an hourly-charge basis in accordance with the attached hourly rate schedule, at a mutually agreed-to lump sum amount, or as provided for in the Professional Services Agreement. Not presently included in the above scope of services are the following: Structural design (walls over three feet in height), wetlands issues, trench safety design, subdivision platting, preparation of easements and legal documents, project phasing, FEMA floodplain revision, and T.I.A. reports, if required, and any governmental fees. The firm's professional liability is limited to the total amount of compensation to a maximum of \$50,000.

If this proposal is acceptable, please endorse the enclosed agreement and return a copy to our office. We are prepared to commence work upon your authorization.

Thank you for the opportunity to submit this proposal. We appreciate your consideration of our firm in this regard and look forward to continuing to be of service to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe M. Baker", with a long horizontal flourish extending to the right.

Joe M. Baker, P.E., R.P.L.S.
President

JMB:ek

PROFESSIONAL SERVICES AGREEMENT

WILLIAMSON COUNTY, as CLIENT, engages Baker-Aicklen & Associates, Inc. as ENGINEER to perform professional services for the assignment described as follows: Surveying, site work engineering, zoning, NPDES, TAS review, aquatic vegetation services, lighting plans, landscape/irrigation and geotechnical services for Twin Lakes Park-Trail Head Parking and YMCA Site Improvements in Cedar Park, TX. See attached proposal letter No. 01-3095R2 dated 03/11/02.

- I. **SERVICES:** ENGINEER agrees to perform Basic Services and Additional Services in conformance with the following descriptions, definitions, terms and conditions.
- A. **BASIC SERVICES:**
See attached letter proposal No. 01-3095R2 dated 03/11/02.
- B. **ADDITIONAL SERVICES:** All work performed by ENGINEER which is either described in this paragraph or not included in the Basic Services defined above, shall constitute Additional Services. These shall include:
1. Travel and subsistence to points other than ENGINEER'S or CLIENT'S offices and project site.
 2. Copies of final reports, studies, drawings and other data in excess of one (1) set or that specified.
 3. Revisions to approved reports, studies, drawings and other data.
 4. Other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice.
- II. **COMPENSATION:** CLIENT agrees to pay ENGINEER for above described services in accordance with the following descriptions, definitions, terms and conditions.
- A. **BASIC SERVICES:** Compensation will be on a lump-sum basis for Item B., C., D., E., H., I., J., K, L., M., N., and P., plus reimbursables and on an hourly basis for Items A., F., G. and O. Total estimated fee—\$136,300.
- B. **ADDITIONAL SERVICES:** ENGINEER'S compensation will be on an hourly-charge basis for personnel services plus Reimbursable Expenses (defined below):
1. **HOURLY CHARGE:** Hourly charges are to be based on the current Standard Rate Schedule effective at the time of billing.
 2. **REIMBURSABLE EXPENSES:** Expenses in connection with Additional Services shall include transportation and subsistence, cost of ENGINEER'S field office, reproduction, subcontracts and similar items. Such expenses shall be reimbursed at the following rates:
 - a. Transportation by ENGINEER'S vehicles: at ENGINEER'S standard rates if destination exceeds a 50-mile radius of ENGINEER'S office.
 - b. Reproduction performed in ENGINEER'S office: at prevailing commercial rates.
 - c. All others: actual cost to ENGINEER plus 10% service charge.
- III. **PAYMENTS:** ENGINEER will invoice CLIENT semi-monthly in amounts based on ENGINEER'S estimate of the portion of the Basic Services completed, plus charges for Special Services performed. CLIENT agrees to promptly pay ENGINEER at his office in Williamson County, Texas, the full amount of each such invoice upon receipt. A charge of 1.5% per month may be added to the unpaid balance of invoices not paid within 30 days after date of invoice. If the invoice is not paid within 60 days, ENGINEER may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the services. Retainers shall be credited on the final invoice.
- IV. **OWNERSHIP OF DOCUMENTS:** All documents, including original drawings, CAD files, estimates, specifications, field notes and data are and shall remain the property of ENGINEER; however, Client will be furnished, upon request duplicate copies of original drawings, CAD files and other documents, but agrees that he will use such copies solely in connection with the project covered by this Agreement and for no other purpose.
- V. **OPINION OF PROBABLE CONSTRUCTION COST:** Opinion of probable construction cost prepared by the ENGINEER represents his reasonable skill as a design professional familiar with the construction industry. It is recognized, however, that the ENGINEER has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the ENGINEER cannot and does not guarantee that bids will not vary from any cost estimate prepared by him.
- VI. **INSURANCE:** ENGINEER agrees to maintain worker's compensation insurance to cover all of its own personnel engaged in performing services for CLIENT under this Agreement. ENGINEER also agrees to maintain public liability insurance covering claims against ENGINEER for damages resulting from bodily injury, death or property damage from accidents arising in the course of services performed under this Agreement.
- VII. **LIABILITY LIMITATION:** ENGINEER shall have no liability to CLIENT or to others for any reasons beyond use of reasonable skill in performing the services for the assignment covered by this Agreement. In no event shall ENGINEER'S liability exceed amount of the total compensation received by ENGINEER under this Agreement, limited to a maximum of \$50,000.
- VIII. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the ENGINEER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The CLIENT and the ENGINEER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.
- IX. **TERMINATION:**
- A. **CONDITIONS OF TERMINATION:** This Agreement may be terminated without cause at any time prior to completion of ENGINEER'S services either by CLIENT or by ENGINEER, upon seven days written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in paragraph VIII.B below.
- B. **COMPENSATION PAYABLE ON TERMINATION:** On Termination, by either CLIENT or ENGINEER, CLIENT shall pay ENGINEER with respect to Basic Engineering Services which have been completed an amount fixed by applying the rate specified for Special Services in paragraph II. B to all Basic Services performed to the date of termination, plus an amount fixed by applying the rate specified in paragraph II. B to all Additional Services performed to date of termination (including all Reimbursable Expenses incurred).
- X. **SUCCESSORS AND ASSIGNS:** CLIENT and ENGINEER each binds himself, and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.
- XI. **SPECIAL PROVISION:** This instrument contains the entire Agreement between CLIENT and ENGINEER, except as additionally stated below:
Attached letter proposal No. 01-3095R2 dated 03/11/02 forms a part of this agreement, as well as attached Standard Rate Schedule that may change without notice in consideration of changes in price indices and pay scales applicable to the period when services are in fact being rendered.
- XII. **INVALIDATION:** If this Agreement is not executed by CLIENT within 30 days of the date tendered, it shall become invalid unless ENGINEER extends the time in writing.
- XIII. **MODIFICATIONS:** No one has authority to make variations in, or additions to the terms of this Agreement on behalf of ENGINEER other than one of its Officers, and then only in writing signed by him.

BAKER-AICKLEN & ASSOCIATES, INC.

By: _____

Printed Name: _____

Date: _____

By: _____

Printed Name: Joe M. Baker, P. E. - President

Date: 03/11/03

**STANDARD RATE SCHEDULE
(Labor Rate Table 35)**

Effective September, 2000, the following rates are recommended for work performed on an hourly-charge basis. Rates include company overhead and profit for services accomplished during regular working hours.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

<u>Classification</u>	<u>Rates</u>
Project Engineer /Surveyor/Planner	\$110.00 per hour
Staff Engineer/Surveyor/Planner	\$95.00 per hour
Project Designer/Coordinator	\$85.00 per hour
Engineering Assistant/Surveying Assistant/GPS Processor	\$70.00 per hour
Senior Engineering/Surveying CAD Technician	\$60.00 per hour
Engineering/Surveying CAD Technician/Field Representative	\$55.00 per hour
CAD Draftsman	\$45.00 per hour
Secretary	\$45.00 per hour
Expert Witness/Testimony/Deposition Services	Two Times Rates
Principal (as appropriate)	\$120.00 per hour

FIELD PARTY SERVICES

	<u>Rates</u>
1-Man Field Party	\$70.00 per hour
2-Man Field Party	\$95.00 per hour
3-Man Field Party	\$120.00 per hour
4-Man Field Party	\$145.00 per hour
GPS Field Unit with Operator (Note 5).....	\$100.00 per hour
GPS Field Unit without Operator (Note 5).....	\$60.00 per hour

DIRECT EXPENSES

Transportation:

By Firm's Passenger Vehicles (Note 1)	\$ 0.35 per mile
By Firm's Survey Trucks (Notes 1, 2, 3 & 4)	\$ 0.35 per mile
Subsistence of out-of-city work	\$100.00 per day
Reproduction & Printing by Firm,	Prevailing Com-
Survey Stakes, Lathes, Iron Rods	mmercial Rates Or
and other Direct Expense.....	Cost, Plus 10%

Notes:

1. A mileage charge will be billed for projects exceeding a 50-mile radius of the base office only.
2. Field Party rates include conventional equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated.
3. A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.
4. Field Party stand-by time will be charged for at the above-shown appropriate rates.
5. Rates apply to actual time GPS units are in use. All other time will be charged as appropriate normal field party rates.
6. The firm's professional liability is limited to the total amount of compensation under the Professional Services Agreement to a maximum of \$50,000.

AGENDA ITEM 33

Discuss and take appropriate action on options for Operations and Maintenance of Parks & Trails facility.

Commissioner Boatright asked that the court appoint two members to an advisory board from each precinct and two from the County Judge. He also asked for a technical team of 5 or 6 parks directors to advise the County on operations, maintenance and scheduling of park activities.

There was a general discussion on parks operations and maintenance alternatives.

Commissioner Boatright asked that the court members come back next week with a list of possible candidates for the committees.

No action was taken on this agenda item.

AGENDA ITEM 34

Discuss and take appropriate action on request to extend bid opening for the East Williamson County Special Events Center.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To extend the request for proposals for the East Williamson County Special Events Center to April 16, 2002 at 2:00 p.m. in the Auditor's office.

Vote: 4 - 0

AGENDA ITEM 35

Discuss and take appropriate action on formulating a draft agreement pertaining to HB1445 authorizing a plat approval process between cities and the county on land within a city's ETJ.

Assistant County Attorney Dale Rye discussed four different options for agreements with cities concerning plat approval on land within a city's ETJ. Joe England will e-mail a chart to the Commissioners showing which options each of the cities within the county have chosen.

No action was taken on this agenda item, which will be added to the March 19, 2002 agenda.

AGENDA ITEM 36

Consider approving a resolution to comptroller for participation in County Management Project.

Judge Doerfler stated that the purpose of the project is to help counties to improve financial management procedures and managerial effectiveness of county departments. Three counties will be chosen from those who apply for the performance review.

Commissioner Boatright stated that he thought this was like "Big Brother" looking over your shoulder, and that he doesn't like the idea.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve a resolution to the State Comptroller for participation in the County Management Project.

Vote: 3 - 1. **Commissioner Boatright voted against the motion.**

< Attachment >

STATE OF TEXAS

✱

THE COMMISSIONERS COURT OF

COUNTY OF WILLIAMSON

✱

WILLAMSON COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENT THAT ON THIS , the 12th day of March, 2002, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas, with the following members present:

John C. Doerfler, County Judge
Michael Heiligenstein, Commissioner, Pct. #1
Greg Boatright, Commissioner, Pct. #2
David Hays, Commissioner, Pct. #3
Frankie Limmer, Commissioner, Pct. #4
Nancy Rister, County Clerk

and at said meeting, among other business, the Court considered the following

RESOLUTION

WHEREAS, the comptroller of Public Accounts will assist at least three counties in developing and implementing effective County Management Systems; and

WHEREAS, this effort will be coordinated with the County Judges and Commissioners Association of Texas; and

WHEREAS, this county, its elected officials, and taxpayers could benefit from this program to improve the operation of county government; and

WHEREAS, to be considered for this project, the Commissioners Court must request consideration by resolution;

THEREFORE, BE IT RESOLVED that Williamson County requests favorable consideration for participation in the County Management System Project.

Resolved this 12th day of March, 2002

Attest:

Nancy E. Rister
Nancy E. Rister, County Clerk

John C. Doerfler 3-12-02
John C. Doerfler, County Judge

AGENDA ITEM 37

Consider approving a resolution to join the County Information Resources Agency (CIRA).

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve a resolution to join the County Information Resources Agency (CIRA).

Vote: 4 - 0

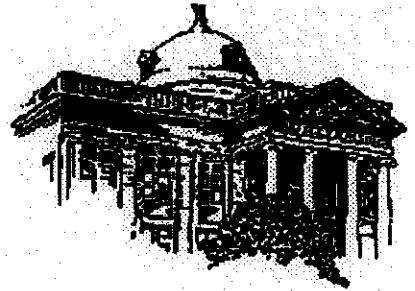
Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To appoint Jay Schade to represent Williamson County for the County Information Resources Agency.

Vote: 4 - 0

< Attachment >

**Information Technology Services****INTEROFFICE MEMO**

March 12, 2002

To: Judge Doerfler
From: Jay Schade
Subject: County Information Resources Agency

Judge,

Since the Commissioners' Court approved Williamson County's participation in the County Information Resources Agency (CIRA) this morning, I need your signature on the Agreement so I can send it in.

If you can sign the agreement and return it to me at your earliest convenience I would appreciate it. You may also need to keep a copy for the court's records.

Let me know if you have any questions.

Thank you.

Jay

A handwritten signature, likely of Jay Schade, consisting of stylized initials.



1204 San Antonio, Austin, Texas 78701 • P.O. Box 2131, Austin, Texas 78768-2131
 512.478.8753 • 512.481.1240 FAX • 1.800.466.6974
www.cira.state.tx.us

Board of Directors

Hon. Larry Craig
 Smith County Judge

Hon. Chris Kirk
 Brazos County Sheriff

Hon. Dan Clower
 Walker County Auditor

Hon. David Field
 Dallam County Judge

Hon. Mark McClelland
 Liberty County
 Tax Assessor Collector

Hon. Steve Jennings
 Harris County,
 Central Technology
 Executive Director

February 28, 2002

Hon. John C. Doerfler
 Williamson County Judge
 710 Main Street, Suite 201
 Georgetown, TX 78626

Dear Judge Doerfler,

Last Session we saw the passage of at least one Bill that mandated electronic reporting. We can anticipate an increase in this and similar legislation in future sessions since electronic reporting saves the state money. In addition, as more of our citizens become accustomed to the Internet, we can be sure that they will demand more electronic government services.

Regardless of size or resources, all Texas counties are faced with the challenges that technology brings. Working as a single county, the task can be daunting and for many, near impossible. Working together, we can make a difference.

That is why the Texas Association of Counties has sponsored the creation of The County Information Resources Agency (CIRA). This agency will provide assistance to county government in all matters relating to their technology needs. Our smallest member is Terrell County (population 1,081) and our largest member is Harris County (population 3,400,578).

It is vitally important for all counties to pass the attached resolution and execute the attached interlocal participation agreement if they have not already done so. Please place this item on an upcoming agenda of your Commissioners Court. There is no cost to join and its benefits are clear.

Our goal is to have all counties as members before November 1, 2002. This will make a strong statement to the Legislature and will give counties the ability to work with the State on technology issues as never before. If we wait, we will have lost the opportunity for another two years.

Enclosed is a CIRA fact sheet, bylaws and a sample press release you can use to inform your constituents of your county's progress in this effort. If you have any questions, please do not hesitate to call me, or Stan Reid, CIRA Director at 512 478-6239.

Sincerely,

Larry Craig,
 County Judge, Smith County
 Chairman of the CIRA Board

COUNTY INFORMATION RESOURCES AGENCY

WHY CIRA?

Currently, most counties lack the resources – money, bandwidth, software, or trained personnel -- to implement and take advantage of the benefits of technology. At the same time, the citizens and the state and federal government are making greater demands on county government to use modern technology in their operations and services.

The County Information Resources Agency -- CIRA -- was created to provide central, cooperative and coordinated assistance and services to its members in all matters relating to information resources and technologies.

In working with state agencies, CIRA will coordinate in the planning and deployment of new technologies to reduce duplication of work and increase government efficiency. For counties, CIRA will offer a wide range of resources that members can utilize to meet the growing demands of implementing e-government services.

SERVICES

- CIRA works with state agencies, the legislature, counties, and other local governments to find solutions through coordination and leveraging resources and data.
- CIRA is currently working on free standard web pages for counties. CIRA will host your pages, also for free, or give them to you to host locally.
- CIRA is involved with the creation of several state agency strategic plans and working groups for the deployment of technology, standards, and integration and simplification of data collection and dissemination.
- CIRA has created and is expanding a web site that has technology information and links (www.cira.state.tx.us).
- CIRA offers free secure e-mail to county officials using their correct domain names (co.[your county name].tx.us) and will obtain and register your domain name for you. At last count, only 17 counties out of our 254 had their correct domain name.
- CIRA is also rolling out a technology listserve for all local and state government officials and employees with an interest in government technology. This listserve will pass news items and allow all of the "stakeholders" to share ideas and information.

Other services that are being explored are installation of telecommunications, networks, and hardware and the creation of a "county virtual network" -- linking counties together which will allow them to share software and data with each other and the state in a secure environment.

LEADERSHIP

The creation of CIRA was one of the recommendations of the E-County Task Force after over a year of studying and discussing technology issues facing county officials and counties. The Task Force was made up of representatives of each of the county officials' organizations, county information technology employees, representatives from various state agencies, and staff from the Association of Counties and its technical consultants. This Task Force now forms the basis of an Advisory Committee that will continue to offer advice for present and future services. CIRA is also managed by a six-member board appointed by the President of the Texas Association of Counties.

CIRA BOARD OF DIRECTORS:

Judge Larry Craig,
County Judge, Smith County

Sheriff Chris Kirk,
Sheriff, Brazos County

Judge David Field,
County Judge, Dallam County

Steve Jennings,
Executive Director of Central
Technology, Harris County

Mark McClelland,
Tax Assessor-Collector,
Liberty County

Dan Clower,
County Auditor, Walker County



For More Information, contact

Stan Reid, CIRA Director
1204 San Antonio Street • Austin, Texas 78701
(512) 478-8753 • www.cira.state.tx.us

**RESOLUTION SUPPORTING A UNITED VOICE FOR
TEXAS COUNTIES ON TECHNOLOGY ISSUES**

WHEREAS, TEXAS COUNTIES provide essential services to all Texas residents and serve the State and Federal Government by implementing their programs on the local level and by providing them with required data and other information; and

WHEREAS, federal and state governments are re-engineering government operations and services to incorporate current technology and are aggressively moving to mandate local government participation in these technology changes; and

WHEREAS, the concerns and contributions of counties, as well as the efficient and effective use of public resources in this re-engineering effort, are often ignored because of the lack of centralized coordination and planning; and

WHEREAS, counties desire to be an equal partner with the state in governmental technology initiatives for Texas residents but often lack the financial resources and technical expertise to individually address the challenge; and

WHEREAS, even counties that have adequate resources and expertise have difficulty dealing with the multiple agencies and programs; and

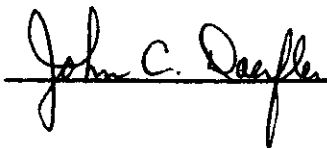
WHEREAS, the County Information Resources Agency (CIRA) was created from recommendations of the Texas Association of Counties e-County Task Force to act as a coordination entity to work with state and federal agencies in the planning and deployment of new programs involving the use of technology; and

WHEREAS, the County Information Resources Agency will provide a central technology information resource for county government;

WHEREAS, the County Information Resources Agency will make county government a major player in the technological evolution of Texas, therefore

BE IT RESOLVED, that the commissioner's court of Williamson County declares that the development of an equal partnership between the state and counties for the planning and implementation of technology applications for governmental operations is essential to the effective use of governmental resources; and

BE IT FURTHER RESOLVED, that the commissioners court of Williamson County hereby declares its support for uniting Texas counties in an effort to obtain appropriate recognition and resources to address the growing challenge of technology through membership in the County Information Resources Agency.

 3-12-02

BYLAWS

OF THE

COUNTY INFORMATION RESOURCES AGENCY

WHEREAS, an Original Interlocal Agreement for Information Resources and Technologies has been entered into between several local governments pursuant to Chapter 791 of the Texas Government Code and Subchapter F of Chapter 271 of the Texas Government Code; and

WHEREAS, that Agreement creates the County Information Resources Agency, an interlocal agency with the duty and authority to supervise the performance of the Agreement; and

WHEREAS, the Texas Association of Counties has agreed to sponsor, provide staff and administrative services to the Agency, including the use of the name of the Texas Association of Counties without royalties paid and at no cost to the Agency or Members, until such time as the agency is self-sustaining; and

WHEREAS, the Texas Association of Counties is a non profit statewide association of counties which exists for the betterment of county government and the benefit of all county officials and is authorized and operated pursuant to Section 81.026 of the Texas Local Government Code; and

WHEREAS, the Texas Association of Counties has special knowledge, experience and skill in the coordinating, sponsoring and managing county and county-related programs -- including communication, education and training -- and has a unique relationship with Texas county and state government not possessed by any other entity or person. The services of the Texas Association of Counties anticipated under these Bylaws are therefore both personal and professional.

NOW, THEREFORE, the Members of the Original Interlocal Agreement for Information Resources and Technologies to hereby create and establish the Bylaws of the County Information Resources Agency as follows:

ARTICLE I

Definitions

As used in these Bylaws, the definitions contained in the Original Interlocal Agreement for Information Resources and Technologies shall govern. In addition, the following terms shall have the meaning hereinafter set out:

1. "Agency" -- The County Information Resources Agency.
2. "Agency Manager" -- Texas Association of Counties or its duly authorized designee.
3. "Agreement" -- The Original Interlocal Agreement for Information Resources and Technology.
4. "Board" -- Board of Directors of the Agency.
5. "Director" -- A member of the Board of Directors of the Agency.
6. "Member" -- A local government which enters into the Agreement.

ARTICLE II**The County Information Resources Agency**

The purpose of the County Information Resources Agency is to supervise, administer, and carry out the purposes, expressed and implied, of the Original Interlocal Agreement for Information Resources and Technology and shall have any and all powers necessary to carry out the purposes of that Agreement. The County Information Resources Agency exists for the betterment of county government and the benefit of all county officials.

ARTICLE III**Powers and Duties of the Agency**

The Agency shall have any and all of the powers permitted it by the laws governing the Agency, the Agreement, the Interlocal Participation Agreements with Members, these Bylaws, amendments to the Bylaws laws, and/or any and all contracts or similar legal documents. Such powers include but are not limited to:

1. To sue and be sued;
2. To establish the fees (including Membership fees), charges for services and make such other financial arrangements as deemed necessary by the Board to cover the expenses and operations of the Agency;
3. To purchase and lease real property, equipment, machinery, and personal property;
4. To enter into contracts and to participate in other interlocal or intergovernmental agreements;
5. To adopt the form and substance of any interlocal participation agreements or other contracts with the Agency;
6. Retention of agents and independent contractors necessary to administer and achieve the purposes of the Agency, including, but not limited to, managers, attorneys, accountants, financial advisors, consultants, and others;
7. To contract with the Texas Association of Counties or its duly authorized and approved designee for general administrative services;
8. To charge for services and to collect delinquencies, penalties and interest;
9. To reimburse Directors for reasonable and approved expenses. Expenses incurred in attending Board meetings shall be reimbursed in accordance with the Texas Association of Counties' travel policies in effect at the time the expense is incurred;
10. The Agency is not required to exercise the full range of services within its powers, only those deemed feasible and proper by the Board;
11. To purchase insurance and fidelity bonds and may provide indemnity for the Board and its Directors, officers and employees, as well as the Directors, officers and employees of the Texas Association of Counties for their activities in connection with the provision of any services for the Agency.
12. To make investments. The principal and income of all monies and property received and accepted by the Agency may be held and invested for the Agency in such manner as the Board shall determine. The Board may make payments or distributions from income or principal, or both, to or for the use or benefit of the Agency or Members in such manner as the Board shall determine to be proper under the Agreement and these Bylaws.

ARTICLE IV**Participation**

Participation in the Agreement is open to any local government, as defined in the Agreement, who agrees to abide by the standards for membership adopted by the Board and these Bylaws and who agrees to execute and follow the terms and conditions of the Interlocal Participation Agreement.

ARTICLE V**Obligations of Members**

The obligations of the Members are:

1. To pay promptly all fees or other payments to the Agency at such times and in such amounts as shall be established pursuant to these Bylaws. Any delinquent payments shall be paid with interest which shall be equivalent to the prime interest rate quoted in the *Wall Street Journal* on the date of the commencement of the delinquency or any lower rate determined by the Agency, and in no case greater than the amount of interest allowed by law;
2. To designate in writing an Agency Coordinator to serve as Member's representative in contacts with the Agency. The Coordinator must be an employee or officer of the Member, and may be changed from time to time by written notice to the Agency;
3. To allow the Agency and its Agency Manager, agents, contractors, and officers reasonable access to all facilities and records of the Member as may be required for the accomplishment of the purposes of the Agreement and the administration of the Agency;
4. To cooperate fully with the Agency's directors and personnel and any other representative, agent, contractor or officer of the Agency or Agency Manager in activities relating to the purposes and powers of the Agency.

ARTICLE VI**Membership Fees**

The Board shall have the power to set, increase, decrease, or eliminate a fee for membership in the Interlocal Agreement as it, in its sole discretion, deems necessary or appropriate.

ARTICLE VII**Board of Directors and Officers**

1. The Board of Directors shall be composed of six (6) persons appointed by the President of the Texas Association of Counties with the approval of the Texas Association of Counties Board of Directors. The President of the Texas Association of Counties or his respective designee shall serve as an ex Officio, non-voting Director. Each member of the original Board must be either an employee or an elected official of a Member entity. The withdrawal of a Member entity shall vacate the membership on the Board of Directors of any employee or elected or appointed official from the withdrawing county. Any Board member that ceases to be an employee or elected official of a Member entity shall immediately cease to be a member of the Board of Directors. However, such Board member shall serve until a successor takes office pursuant to these Bylaws, at the discretion of the Board.

2. The President of the Texas Association of Counties shall appoint an initial regular Board of Directors within 30 days after the creation of the Agency. The six (6) member initial regular Board shall take office and serve until December 31, 2001.

3. The President of the Texas Association of Counties, with the approval of the Texas Association of Counties Board of Directors, shall then appoint a Board whose term shall begin on January 1, 2002 with initial terms of appointment being as follows: three (3) persons for a two (2) year term (January 1, 2002 through December 31, 2003), three (3) persons for a three (3) year term (January 1, 2002 through December 31, 2004). Each term after these initial terms appointment shall be for a three (3) year term. No person shall serve more than two (2) consecutive three (3) year terms. Any Board member who fails to attend three (3) or more consecutive meetings without having been excused by the Chairman shall be deemed to have resigned, and the vacancy thereby created shall be filled by appointment by the President of the Texas Association of Counties for the unexpired term in the same manner that the original member was appointed.

4. The officers of the Board shall consist of a Chairman and a Vice Chairman who shall be designated annually by the President of the Texas Association of Counties. The Board shall designate a Secretary to keep the minutes and records of the Board, who may or may not be a member of the Board itself. A majority of members of the Board shall constitute a quorum. Concurrence of a majority of those present and voting shall be necessary for any official action taken by the Board, except as otherwise provided herein. Any vacancy on the Board due to death, resignation, disqualification, or inability to act shall be filled for the unexpired term by appointment of another member in the same manner that the original member was appointed.

5. The duly elected, qualified and acting members of the Board shall serve without compensation, but shall be entitled to reimbursement of actual expenses incurred in the performance of their official duties upon the approval of such expenses by the Board.

ARTICLE VIII

Powers and Duties of the Board of Directors

1. The Board, in addition to other powers and duties herein conferred and imposed or authorized by law, shall have the following powers and duties:

a. The Board shall have the general power to make and enter into all contracts, leases, and agreements necessary or convenient to carry out any of the powers granted under these Bylaws or by any other law. All such contracts, leases, and other agreements shall be approved by resolution. However, the Board's designee shall have the power to execute interlocal participation agreements in accordance with policy or practice of the Board without necessity of express Board action on each such agreement. Additionally, the Board shall have the power to delegate all the above mentioned functions as permitted under these Bylaws or other law. In the absence of a specific designation or delegation, all such agreements shall be executed by the Chairman or Vice Chairman or the Executive Director of the Agency or the Executive Director of the Texas Association of Counties and attested by the Secretary of the Board. Such contracts may include contracts for such professional services as it may deem necessary and shall fix the time, manner, and payment therefor;

b. To contract with any qualified organization or entity as it may deem appropriate or expedient to perform any of the functions necessary for the carrying out administrative services, and any and all other services that the Board shall deem expedient for the proper servicing of those Members who use the services of the Agency;

c. To carry out all of the duties necessary for the proper operation and administration of the Agency on behalf of the Members and to that end shall have all of the powers necessary and desirable for the effective administration of the affairs of the Agency;

- d. To adopt rules to carry out the requirements of and implement the Bylaws;
- e. To establish and set the fees and cost of services to be paid by the Members;
- f. To establish the types and levels of services to be provided;
- g. To adopt and provide the interlocal participation agreement forms to be entered into by a local government to become a Member of the Agency;
- h. To approve administration services and other services providers necessary for the administration of the upon recommendation of the Agency Manager, or its agents or contractors;
- i. To set a budget and any necessary revisions to the budget;
- j. To develop or establish any policies and procedures it deems to be appropriate, to establish conditions to be met prior to the provision of a service and to deny provision of a service if the conditions are not met;
- k. To establish investment policies and arrange for the investing of the monies of the Agency so as to keep the same invested according to law and, consistent with security and other policies and interests of the Agency. It shall provide for the banking of the monies of the Agency to the extent required by any adopted investment policy, and the proper security of any and all investments;
- l. To have an audit of the financial affairs of the Agency made by a certified public accountant at the end of each fiscal year;
- m. To form committees and to provide other services as needed by the Agency;
- n. To do all acts necessary and proper for the operation of the Agency and the implementation of these Bylaws;

2. The Chairman of the Board shall appoint an Executive Committee or designee of the Board to handle the affairs of the Board between the regular Board meetings or any of the called Board meetings. The Board shall review the actions of the Executive Committee at each Board meeting to ratify any actions taken. In addition, subcommittees may be appointed with specifically granted tasks and authority.

3. The Board shall contract with the Texas Association of Counties or its designee for general administrative services. The entity performing the administrative services shall be known as "the Agency Manager." The contract may include a reasonable fee to cover the cost of administrative services being provided. Services to be provided by or through the Agency Manager may include, but not necessarily be limited to, bookkeeping services; financial statements; recording and depositing of payments; providing information to potential Members; reviewing and making recommendations on all contracts; acting as a liaison with state and federal agencies and responding to their inquiries; computing and providing Membership billings; filing required forms and reports with state and other governmental agencies; maintaining appropriate files; assisting the Agency's auditor and actuary as necessary; reviewing the performance of all contract service providers; coordinating banking functions, and handling deposits and reconciliations; implementing investment policies established by the Board; providing the necessary notices of Member meetings; supplying resource material for Member and Board meetings; attending Member and Board meetings and other meetings necessary to the administration of the Agency; keeping detailed minutes of Member and Board meetings; and administering committees established by the Board. The Agency Manager may execute all contracts on behalf of the Agency which are necessary to provide the general administrative services described herein if any monies to be expended under the contract are included in the Agency's approved budget or any approved revision thereto.

ARTICLE IX**Meetings of the Board of Directors**

1. Meetings may be called by the Chairman or by a majority of the Directors by mailing written notice or via e-mail, at least ten (10) days in advance to all Directors or by unanimously executed waiver of notice. All meetings of the Board shall comply with the provisions of the Open Meetings Act.
2. Four (4) Directors shall constitute a quorum to do business. All acts of the Board of Directors shall require a majority vote of the Directors present, except as otherwise specifically provided in these Bylaws.
3. Any meeting of the Board of Directors may be held by telephone conference call in which all or certain of the Directors are not physically present at the place of the meeting, but all who participate in the meeting, participate in the conduct thereof by telephone. For the purpose of determining the presence of a quorum and for all voting purposes at such meeting, all participating Directors shall be considered present and acting.
4. To the extent permitted by the Open Meetings Act, the Board of Directors may transact its business by mail, telephone, or any Internet-based medium, including e-mail, provided that, in the event of a vote by mail, the vote must be a unanimous vote by the full Board in order to be valid and effective, and if not unanimous, shall be considered a nullity.

ARTICLE X**Liability of Board of Directors, Officers, and Employees**

1. In the event of any proceeding or threat of proceeding against any member of the Board of Directors of the or any officer or employee of the brought in connection with services performed by any such person for the Agency, the Agency shall provide to such person indemnification for all damages and expenses incurred as a result of such proceeding or threatened proceeding and in the defense thereof. The Agency or the Agency Manager may purchase errors and omissions insurance providing coverage for the Directors and officers and employees of the Agency. Amounts of damages and expenses not payable under the terms and conditions of any such errors and omissions insurance policy purchased in favor of the Agency's Directors, officers, and employees are nevertheless included under the indemnity provision of this Article. However, indemnification for any damages or expenses of any Director, officer or employee by way of this Article shall only apply to such amounts as are not paid and payable by the terms and conditions of any errors and omissions insurance policy purchased in favor of the Agency, its Directors, officers, and employees. Nothing herein shall be deemed to prevent compromises of any such litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecutions of such litigation.
2. The term "proceeding" under this Article does not include the termination of any officer or employee from his or her employment, nor any pre-termination or post-termination hearing, nor any adverse employment action towards an officer or employee, nor any procedure for the removal of an officer, or Director of the Agency. However, this indemnity shall apply to proceedings or threats of proceedings, against the Directors, officers, and employees of the brought by any other Directors, officers, and employees of the in connection with procedures for or the actual termination or removal of such other persons who are the subject of such potential or actual termination or removal.
3. The Agency may obtain a bond or other security to guarantee the faithful performance of the duties of each Director.

ARTICLE XI**Bond Required**

Each Director of the Board and each employee who has any authority over money in the Agency or money collected or invested by the may be required by the Board to execute a bond in an amount determined by the Board, conditioned on faithful performance of his duties. The cost of the bond shall be paid by the Agency.

ARTICLE XII**Withdrawal from Membership**

1. Any Member may withdraw from the Agency by giving at least thirty (30) days notice in writing to the Board and the Agency Manager of its desire to withdraw or by failure to maintain a contractual relationship with the Agency.
2. The withdrawn Member shall not be entitled to any reimbursement of membership fees or other monetary contributions that are not a part of a separate service contract, that are to be paid or that shall become payable in the future, and shall continue to be obligated to make payment for an obligation which arose prior to withdrawal. Withdrawal of a Member does not relieve that Member of any obligations that it may have with respect to any service agreement or other contract with the Agency and the Agency may continue to service that agreement or contract until completed in accordance with its terms.
3. Withdrawn Members shall not be entitled to any share of the assets, equity, or other property of the Agency and forever disclaim, waive, and contribute to the Agency same.

ARTICLE XIII**Expulsion of Members**

1. In addition to and as an alternative to any right to terminate an Interlocal Participation Agreement as provided therein or pursuant to these Bylaws, any Member may be expelled by a majority vote of all Directors and any existing Interlocal Participation Agreement shall terminate at that time. Such an alternative may be exercised at the sole option of the Board. The expulsion termination under this Article may be carried out for one or more of the following reasons:
 - a. Failure to make any payments due to the Agency;
 - b. Failure to allow the reasonable access to all facilities and records of the Member necessary for proper administration of the Agency;
 - c. Failure to fully cooperate with the Agency's Agency Manager or other agent, contractor, or any officer of the Agency;
 - d. Failure to carry out any obligation of a Member which impairs the ability of the Agency to carry out its purposes or powers; or
 - e. Failure to comply with the obligations of Members as set forth in these Bylaws.
2. The vote of a Director who is from the county proposed to be expelled shall not be counted in determining the number of votes required nor shall such Director be entitled to vote on the expulsion of his or her own county.

3. Under this Article no Member may be expelled except after notice from the Board of Directors of the alleged failure along with a reasonable opportunity to cure the alleged failure. The Member may request a hearing before the Board before any final decision, which shall be held within fifteen (15) days after expiration for the time to cure has passed. A decision by the Board to expel a Member after notice and hearing and failure to cure the alleged defect shall be final and take effect sixty (60) days after the decision to expel is rendered by the Board.

4. An expelled Member shall not be entitled to any reimbursement of membership fees or other monetary contributions that are not a part of a separate service contract, that are to be paid or that shall become payable in the future, and shall continue to be obligated to make payment for an obligation which arose prior to withdrawal. Expulsion of a Member does not relieve that Member of any obligations that it may have with respect to any service agreement or other contract with the Agency and the Agency may continue to service that agreement or contract until completed in accordance with its terms.

5. The expulsion provision of this Article shall not be construed to diminish or prevail over any right of the to terminate an interlocal participation agreement in accordance with the provisions of the interlocal participation agreement.

6. Withdrawn Members shall not be entitled to any share of the assets, equity, or other property of the Agency and forever disclaim, waive, and contribute to the Agency same.

ARTICLE XIV

Dissolution

The Agency may be dissolved by a unanimous vote of its Members through their respective governing bodies or by a majority of said Members upon recommendation of the Board of Directors of the Agency or by Agency Membership of less than two Members. Upon the dissolution of the Agency, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Agency, distribute all the assets of the to its Members at the time of dissolution in a formula to be determined by the Board, in its sole discretion. A local government that is not a Member at the time of dissolution shall not be entitled to any share of the assets, equity, or other property of the Agency and forever disclaim, waive, and contribute to the Agency same.

ARTICLE XV

Severability

In the event that any article, provision, clause or other part of these Bylaws is held invalid or unenforceable by a court of competent jurisdiction, such a holding of invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions, clauses, applications or occurrences, and these Bylaws are expressly declared to be severable.

ARTICLE XVI

Special Provisions

A. Contractual Obligations

The contracting parties intend, in the creation of the Agency, to establish an organization to operate only within the scope herein set out and have not herein created, as between Member and Member any relationship of surety, indemnification or responsibility for the debt of or claims against any other Member.

B. Non-Waiver of Governmental or Other Immunity or Monetary Limits

1. It is the intent of the Members that, by entering into interlocal participation agreements to become Members of the Original Interlocal Agreement for Information Resources and Technologies, they do not waive and are not waiving any immunity provided to the Members or their employees by any law, nor do they waive any monetary limits on the liability of the Members or their employees provided by any law.

2. Similarly, the Members do not intend any waiver of sovereign immunity, good faith immunity, or other governmental immunity with respect to the County Information Resources Agency and same is hereby preserved. The Members shall have no authority, either through act or omission, to waive same and nothing in the Original Interlocal Agreement, these Bylaws, and the Interlocal Participation Agreements may be construed as such a waiver.

C. No Right of Partition

The remedies of the Members are limited to those set forth in the Agreement and these Bylaws. Specifically, Members have no right in and to the assets of the Agency or to any right of partition or similar proceeding. Members specifically disclaim, waive, and compromise any such rights.

D. Shall Seek Cooperation

In recognition of the role of the Agency as one of the governmental programs of the Texas Association of Counties, the Agency shall seek cooperative arrangements concerning administration, investments, joint programs, and other matters of mutual concern in order to achieve economies and to effectuate objectives shared by the said Association and any other sponsored programs.

ARTICLE XVII**Amendment of Bylaws**

These Bylaws may be altered, amended or repealed by a majority of the Directors present at any regular meeting or at any special meeting of the Board if at least two days written notice is given of an intention to alter, amend or repeal these Bylaws or to adopt new Bylaws at such meeting. This power shall include the power to create a new name for the Agency.

Original Interlocal Agreement for Information Resources and Technologies

This Original Interlocal Agreement, hereinafter, "Agreement," is entered into and between the parties (hereinafter "Members") through their respective governing bodies, pursuant to and under the authority of Chapter 791, Texas Government Code, and Subchapter F, Chapter 271, Texas Local Government Code.

FINDINGS

WHEREAS, modern technologies and telecommunication systems offer tremendous opportunities to improve the efficiency and effectiveness of government in Texas; and

WHEREAS, most local governments do not have the resources or the local expertise to efficiently and effectively acquire, implement and maintain technology and telecommunication systems; and

WHEREAS, there are many State, Federal and National initiatives related to enhancing government technology and telecommunication capabilities, there is little, if any, coordination between those efforts, especially with regard to Texas counties and other local governments; and

WHEREAS, there is no existing central, coordinated State agency or program to assist or facilitate the acquisition and use of technology and telecommunication systems by local governments; and

WHEREAS, more effective, efficient and reliable public services will result from all Texas counties and other local governments working with one another, the State and the private sector to build and maintain such systems; and

WHEREAS, there is an immediate and significant need for a central, coordinated technology and telecommunications program to assist counties and other local governments with their information resource and technologies needs; and

WHEREAS, Texas counties and other local governments of the State have individual authority to study, develop, purchase, deploy and use modern technologies and telecommunication systems in support of their operations; and

WHEREAS, the use of technology and communication systems are a routine and essential function of counties and other local governments of the State and are an integral part of all government functions and services; and

WHEREAS, the governing bodies of the Members, individually and together, do hereby adopt and find the foregoing premises as findings of said governing bodies.

NOW, THEREFORE, PREMISES CONSIDERED, and in consideration of and conditioned upon the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ORIGINAL INTERLOCAL AGREEMENT

AGREEMENT

1.01. Purpose and Scope.

This Agreement is for the purpose of providing central, cooperative and coordinated assistance and services to Members in all matters relating to information resources and technologies in order to increase efficiencies and improve the quality, reliability and interoperability of their information resources, technologies and services.

2.01. Definitions. For the purpose of this Agreement and all other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, the following terms shall have the meaning prescribed to them within this section unless the context of their use dictates otherwise:

a. "Data processing" means information technology equipment and related services designed for the automated storage, manipulation and retrieval of data by electronic or mechanical means. The term includes:

(1) central processing units, front-end processing units, miniprocessors, microprocessors and related peripheral equipment such as data storage devices, document scanners, data entry equipment, terminal controllers, data terminal equipment, computer-based word processing systems other than memory typewriters and equipment and systems for computer networks;

(2) all related services, including feasibility studies, systems design, software development and time-sharing services, provided by member employees or others; and

(3) the programs and routines used to employ and control the capabilities of data processing hardware, including operating systems, compilers, assemblers, utilities, library routines, maintenance routines, applications and computer networking programs.¹

b. "Information resources" means the procedures, equipment and software that are designed, built, operated and maintained to collect, record, process, store, retrieve, display and transmit information and associated personnel including consultants and contractors.²

c. "Internet" means collectively the myriad of computer and telecommunications facilities, including equipment and operating software, which comprise the interconnected world-wide network of networks that employ the Transmission Control Protocol/ Internet Protocol, or any predecessor or successor protocols to such protocol, to communicate information of all kinds by wire or radio³.

d. "Information resources technologies" means data processing and telecommunications hardware, software, services, supplies, personnel, facility resources, maintenance and training.⁴

e. "Local government" has that meaning assigned to it by Government Code, § 791.003(4) and includes any "political subdivision" of this state as authorized and defined in Government Code, § 791.003(5). For purposes of a cooperative purchasing program administered under this Agreement pursuant to Local Government Code § 271.101, et seq., "local government" has that meaning assigned to it by Local Government Code, § 271.101(2) which definition includes

¹ Source: Information Resources Management Act, Texas Government Code, Sec. 2054.003 (Vernon 2000).

² *Id.*

³ Source: Children's Online Privacy Protection Act of 1998, 15 U.S.C. sec. 6501

⁴ Source: Information Resources Management Act, Texas Government Code, Sec. 2054.003 (Vernon 2000).

ORIGINAL INTERLOCAL AGREEMENT

counties, municipalities, junior college district, regional planning commissions and other political subdivisions of the state.

f. "Member" means a local government entity that is a party to this Agreement or has executed an Interlocal Participatory Agreement as provided for herein.

g. "Telecommunications" means any transmission, emission, or reception of signs, signals, writings, images, or sounds of intelligence of any nature by wire, radio, optical, or other electromagnetic systems. The term includes all facilities and equipment performing those functions that are owned, leased, or used by member entities.⁵

3.01. Powers and Duties.

1. Members agree to use their best efforts to cooperate and work together, whenever possible and feasible, in all matters relating to information resources and technologies, and shall develop, purchase and maintain such services as may be deemed necessary, feasible, and appropriate, including but not limited to:

- a. sharing of information, experiences and best practices;
- b. planning and feasibility studies;
- c. acquiring and assisting in the acquisition of bandwidth and in particular, direct full-time connections to the Internet through high-speed, high-bandwidth connections;
- d. establishing software, hardware and data standards;
- e. technical assistance, training and education;
- f. seeking grants and other funding sources for Members' information resources and technologies;
- g. creation and maintenance of a statewide virtual private network, internal Member networks and services related to those networks;
- h. cooperative or joint procurement of products, goods and services;
- i. coordinating with the efforts of State and Federal agencies;
- j. purchasing or creating shared applications;
- k. geographic information systems and data;
- l. data processing services; and
- m. creation of online information, reporting, and other services either directly, through private contractors, or through partnerships with state agencies.

2. Members shall create and maintain an information resource and technologies information repository and web page for exchange of data and information in support of the purposes of this Agreement.

3. Members shall do a review and assessment of their information resources, technological capabilities and needs and shall, within twelve months from the date of this Agreement, prepare a joint plan to address those needs, which shall include an itemized list of services to be provided.

4. Members shall provide such information and/or data as may be necessary to carry out the purposes of this Agreement, including surveys and questionnaires.

5. Members shall, where possible and practicable, comply with the recommendations and standards developed under this Agreement.

6. Each Member shall appoint an official or employee from the Member entity to serve as the Information Resource Manager for the Member who shall be the official representative of the Member for purposes of

⁵ *Id.*

ORIGINAL INTERLOCAL AGREEMENT

6. Members shall form a Task Force made up of county officials, state agency personnel, and others to study information resource and technologies issues and make recommendations. The members of this Task Force are not required to be from Member entities.

7. This Agreement does not require a Member to use any particular service nor does this Agreement require the provision of any particular service. Members shall determine, in accordance with the provisions of this Agreement, the services to be offered or eliminated. It is understood and agreed that the services contemplated under this Agreement will be phased in as deemed necessary, feasible and practicable.

8. Other than membership fees, financial obligations of Members under this Agreement shall arise only under the terms and provisions of a separate contract, agreement, or instrument that has been formally and specifically approved by the governing body of the Member. No Member shall ever be liable to pay or be responsible for payment of any sum of money to or to any other Member or to any other person or party solely by reason of its execution of this Agreement and shall not be entitled to a refund of any membership fees.

4.01. Membership.

Membership shall be available to any local government, as defined herein. A local government may become a party to this Agreement by the execution of an Interlocal Participation Agreement adopting this Agreement. Any Member may, upon a valid order of its governing body and upon 30 days notice, cancel its membership. Any Member who cancels its membership gives up any and all rights and privileges that it might otherwise have under this Agreement.

5.01. Membership Dues.

The Members agree that membership dues may be collected, increased, or decreased.

6.01. Funding.

Activities engaged in pursuant to this Agreement may be funded by membership fees, contributions, donations, grants, services rendered, goods provided, contracts with state or federal agencies, royalties, margins, administrative fees, or other sources.

7.01. Current Revenue.

The Member hereby warrants that all payments, contributions, fees and disbursements, if any, required of it hereunder shall be made from current revenues. No debt is created by this Agreement.

8.01. Term.

The term of this Agreement shall be one (1) year from the date hereof and shall automatically be renewed on each anniversary of the commencement date. Any member may elect to withdraw from the Agreement at any time upon an order of the commissioners court with notice as provided for below.

ORIGINAL INTERLOCAL AGREEMENT

9.01. Applicable Law.

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Venue for any action based in whole or part on this agreement is in Travis County, Texas.

10.01. Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be liberally construed so as to carry out the intent of the parties to it.

11.01. Governance.

a. The County Information Resources Agency (CIRA) is hereby created to supervise the performance of this Agreement. The Agency shall be governed and managed by a Board of Directors in accordance with this Agreement and the Bylaws of the Agency attached hereto. Said Bylaws are made a part hereof by reference as if fully set forth herein.

b. It is the intention of the Members that the Agency have the shall have any and all powers, rights, privileges, and immunities granted under this Agreement and the laws of this State as now exist or which, in the future may be enacted.

c. The Board shall have the authority to amend the Bylaws at any time as may be necessary, in the discretion of the Board, to carry out the purposes of this Agreement.

d. All monies paid by Members to the Agency under this Agreement, including membership fees, are for services rendered and administrative costs. Members have no equity rights in any of the assets or property of the Agency nor are any Members liable for any of the debts of the Agency. Assets in the hands of the Agency remain the assets of the Agency until such time as this Agreement may terminate as provided for herein.

12.01. Dissolution. This Agreement shall terminate when there are less than two Members or upon recommendation of the Board of Directors and approval of all Members. No Member shall have any right of partition or similar right or ability to dissolve the Agency or terminate this Agreement or to make a claim against, acquire, or levy against any of the property or assets of the Agency. Upon dissolution, the current Members shall be entitled to receive any net assets of the Agency in a formula agreed upon by the Board of Directors of the Agency.

13.01. Amendment. This Agreement shall not be amended or modified other than in a written agreement signed by the parties, or as otherwise provided under this Agreement.

14.01. Exclusive Right to Enforce. The Agency created herein and the Members have the exclusive right to bring suit to enforce this Agreement and no other person may bring suit, as a third party beneficiary or otherwise, to enforce this Agreement.

15.01. Notices. All notices and communications under this Agreement shall be sent via the United States Postal Service with proper postage by certified mail, return receipt requested, or

ORIGINAL INTERLOCAL AGREEMENT

delivered, to the Agency at the following addresses or to such other address as the Board of Directors of the Agency may later designate by amendment to the Bylaws of the Agency:

The E-County Information Resources Agency
% The Texas Association of Counties
1204 San Antonio
Austin, Texas 78701

COUNTY INFORMATION RESOURCES AGENCY

Interlocal Participation Agreement

This Interlocal Participation Agreement (the "Agreement") is made by and between the undersigned local government or other political subdivision of the State of Texas, acting through its governing body, and the County Information Resources Agency ("CIRA"), an interlocal entity previously created by an Original Interlocal Agreement entered into by its original members, as authorized by the Texas Interlocal Cooperation Act (TEX. GOV'T CODE, Chapter 791), acting on its own behalf and on behalf of each other local government or political subdivision having membership in CIRA.

FINDINGS

WHEREAS, modern technologies and telecommunication systems offer tremendous opportunities to improve the efficiency and effectiveness of government in Texas; and

WHEREAS, most local governments do not have the resources or the local expertise to efficiently and effectively acquire, implement and maintain technology and telecommunication systems; and

WHEREAS, there are many State, Federal and National initiatives related to enhancing government technology and telecommunication capabilities, there is little, if any, coordination between those efforts, especially with regard to Texas counties and other local governments; and

WHEREAS, there is no existing central, coordinated State agency or program to assist or facilitate the acquisition and use of technology and telecommunication systems by local governments; and

WHEREAS, more effective, efficient and reliable public services will result from all Texas counties and other local governments working with one another, the State and the private sector to build and maintain such systems; and

WHEREAS, there is an immediate and significant need for a central, coordinated technology and telecommunications program to assist counties

and other local governments with their information resource and technologies needs; and

WHEREAS, Texas counties and other local governments of the State have individual authority to study, develop, purchase, deploy and use modern technologies and telecommunication systems in support of their operations; and

WHEREAS, the use of technology and communication systems are a routine and essential function of counties and other local governments of the State and are an integral part of all government functions and services; and

WHEREAS, the governing bodies of the Members, individually and together, do hereby adopt and find the foregoing premises as findings of said governing bodies; and

WHEREAS, several counties previously have joined together by interlocal agreement to create CIRA to administer their collective efforts concerning information and technology; and

WHEREAS, the bylaws of the CIRA authorize its Board of Directors to establish the terms of an Interlocal Participation Agreement which governs the terms of membership in the Agency;

NOW, THEREFORE, PREMISES CONSIDERED, and in consideration of and conditioned upon the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

AGREEMENT

1.01. Purpose and Scope.

This Agreement is for the purpose of allowing the undersigned local government or other political subdivision to join the County Information Resources Agency, pursuant to the terms and conditions set forth below. As provided in the Original Interlocal Agreement, CIRA was created to provide central, cooperative and coordinated assistance and services to Members in all matters relating to information resources and technologies in order to increase efficiencies and improve the quality, reliability and interoperability of their information resources, technologies and services.

2.01. Definitions. For the purpose of this Agreement and all other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, the following terms shall have the meaning prescribed to them within this section unless the context of their use dictates otherwise:

a. "Data processing" means information technology equipment and related services designed for the automated storage, manipulation and retrieval of data by electronic or mechanical means. The term includes:

(1) central processing units, front-end processing units, mini processors, microprocessors and related peripheral equipment such as data storage devices, document scanners, data entry equipment, terminal controllers, data terminal equipment, computer-based word processing systems other than memory typewriters and equipment and systems for computer networks;

(2) all related services, including feasibility studies, systems design, software development and time-sharing services, provided by member employees or others; and

(3) the programs and routines used to employ and control the capabilities of data processing hardware, including operating systems, compilers, assemblers, utilities, library routines, maintenance routines, applications and computer networking programs.

b. "Information resources" means the procedures, equipment and software that are designed, built, operated and maintained to collect, record, process, store, retrieve, display and transmit information and associated personnel including consultants and contractors.

c. "Internet" means collectively the myriad of computer and telecommunications facilities, including equipment and operating software, which comprise the interconnected world-wide network of networks that employ the Transmission Control Protocol/ Internet Protocol, or any predecessor or successor protocols to such protocol, to communicate information of all kinds by wire or radio.

d. "Information resources technologies" means data processing and telecommunications hardware, software, services, supplies, personnel, facility resources, maintenance and training.

e. "Local government" has that meaning assigned to it by Government Code, § 791.003(4) and includes any "political subdivision" of this state as authorized and defined in Government Code, § 791.003(5). For purposes of a cooperative purchasing program administered under this Agreement pursuant to Local Government Code § 271.101, et seq., "local government" has that meaning assigned to it by Local Government Code, § 271.101(2) which definition includes counties, municipalities, junior college district, regional planning commissions and other political subdivisions of the state.

f. "Member" means a local government entity or political subdivision that either joined to create CIRA through the Original Interlocal Agreement or has joined CIRA by executing an Interlocal Participation Agreement, including this Agreement.

g. "Telecommunications" means any transmission, emission, or reception of signs, signals, writings, images, or sounds of intelligence of any nature by wire, radio, optical, or other electromagnetic systems. The term includes all facilities and equipment performing those functions that are owned, leased, or used by member entities.⁵

3.01. Powers and Duties.

1. Members agree to use their best efforts to cooperate and work together, whenever possible and feasible, in all matters relating to information resources and technologies, and shall develop, purchase and maintain such services as may be deemed necessary, feasible, and appropriate, including but not limited to:

- a. sharing of information, experiences and best practices;
 - b. planning and feasibility studies;
 - c. acquiring and assisting in the acquisition of bandwidth and in particular, direct full-time connections to the Internet through high-speed, high-bandwidth connections;
-

- d. establishing software, hardware and data standards;
 - e. technical assistance, training and education;
 - f. seeking grants and other funding sources for Members' information resources and technologies;
 - g. creation and maintenance of a statewide virtual private network, internal Member networks and services related to those networks;
 - h. cooperative or joint procurement of products, goods and services;
 - i. coordinating with the efforts of State and Federal agencies;
 - j. purchasing or creating shared applications;
 - k. geographic information systems and data;
 - l. data processing services; and
 - m. creation of online information, reporting, and other services either directly, through private contractors, or through partnerships with state agencies.
2. Members shall create and maintain an information resource and technologies information repository and web page for exchange of data and information in support of the purposes of this Agreement.
3. Members shall do a review and assessment of their information resources, technological capabilities and needs and shall, within twelve months from the date of this Agreement, prepare a joint plan to address those needs, which shall include an itemized list of services to be provided.
4. Members shall provide such information and/or data as may be necessary to carry out the purposes of this Agreement, including surveys and questionnaires.
-

5. Members shall, where possible and practicable, comply with the recommendations and standards developed under this Agreement.

6. Each Member shall appoint an official or employee from the Member entity to serve as the Information Resource Manager for the Member who shall be the official representative of the Member.

7. Members shall form a Task Force made up of county officials, state agency personnel, and others to study information resource and technologies issues and make recommendations. The members of this Task Force are not required to be from Member entities.

8. This Agreement does not require a Member to use any particular service nor does this Agreement require the provision of any particular service. Members shall determine, in accordance with the provisions of this Agreement, the services to be offered or eliminated. It is understood and agreed that the services contemplated under this Agreement will be phased in as deemed necessary, feasible and practicable.

9. Other than membership fees, financial obligations of Members under this Agreement shall arise only under the terms and provisions of a separate contract, agreement, or instrument that has been formally and specifically approved by the governing body of the Member. No Member shall ever be liable to pay or be responsible for payment of any sum of money to or to any other Member or to any other person or party solely by reason of its execution of this Agreement and shall not be entitled to a refund of any membership fees.

4.01. Membership.

Membership shall be available to any local government or political subdivision, as defined herein, by the execution of an Interlocal Participation Agreement. Any Member may, upon a valid order of its governing body and upon 30 days notice, cancel its membership. Any Member who cancels its membership gives up any and all rights and privileges that it might otherwise have under this Agreement.

5.01. Membership Dues.

The Members agree that membership dues may be collected, increased, or decreased.

6.01. Funding.

Activities engaged in pursuant to this Agreement may be funded by membership fees, contributions, donations, grants, services rendered, goods provided, contracts with state or federal agencies, administrative fees, or other sources.

7.01. Current Revenue

The Member hereby warrants that all payments, contributions, fees and disbursements, if any, required of it hereunder shall be made from current revenues. No debt is created by this Agreement.

8.01. Term

The term of this Agreement shall be one (1) year from the date hereof and shall automatically be renewed on each anniversary of the commencement date. Any member may elect to withdraw from the Agreement at any time upon an order of the commissioners court with notice as provided below.

9.01. Applicable Law

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

10.01. Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be liberally construed so as to carry out the intent of the parties to it.

11.01. Governance.

a. The County Information Resources Agency (CIRA) is governed and managed by a Board of Directors in accordance with this Agreement and the Bylaws of the Agency attached hereto. Said Bylaws are made a part hereof by reference as if fully set forth herein. Approval of this agreement constitutes approval of the bylaws.

b. It is the intention of the Members that CIRA have any and all powers, rights, privileges, and immunities granted under this Agreement and the laws of this State as now exist or which, in the future may be enacted.

c. The CIRA Board shall have the authority to amend the Bylaws at any time as may be necessary, in the discretion of the Board, to carry out the purposes of this Agreement. The Board shall also have the authority to develop and approve additional Interlocal Participation Agreements that allow for access to services of and/or membership in CIRA, and may also amend the form and substance of any such Interlocal Participation Agreement at any time, provided, however, that any such amendments will be effective only prospectively, and will not operate to unilaterally amend any agreement previously reached with any Member.

d. All monies paid by Members to the Agency under this Agreement, including membership fees, are for services rendered and administrative costs. Members have no equity rights in any of the assets or property of the Agency nor are any Members liable for any of the debts of the Agency. Assets in the hands of the Agency remain the assets of the Agency until such time as this Agreement may terminate as provided for herein.

12.01. Dissolution.

This Agreement shall terminate when there are less than two Members or upon recommendation of the Board of Directors and approval of all Members. No Member shall have any right of partition or similar right or ability to dissolve the Agency or terminate this Agreement or to make a claim against, acquire, or levy against any of the property or assets of the Agency. Upon dissolution, the current Members shall be entitled to receive any net assets of the Agency in a formula agreed upon by the Board of Directors of the Agency.

13.01. Amendment

Subject to the provisions of Section 11.01(c), this Agreement shall not be amended or modified other than in a written agreement signed by the parties, or as otherwise provided under this Agreement.

14.01. Exclusive Right to Enforce

The County Information Resources Agency and the Members have the exclusive right to bring suit to enforce this Agreement and no other person may bring suit, as a third party beneficiary or otherwise, to enforce this Agreement.

15.01. Notices.

All notices and communications under this Agreement shall be sent via the United States Postal Service with proper postage by certified mail, return receipt requested, or delivered, to the Agency at the following addresses or to such other address as the Board of Directors of the Agency may later designate by amendment to the Bylaws of the Agency:

The County Information Resources Agency
% The Texas Association of Counties
1204 San Antonio
Austin, Texas 78701

IN WITNESS WHEREOF, the governing bodies of both the County Information Resources Agency and the undersigned local government or other political subdivision have approved and adopted this Agreement and have caused this Agreement to be executed and it shall become effective upon the date that both parties have signed this Agreement.

AGREED to and ADOPTED by governing body of Williamson County on the 12th day of March, 2002, and executed by the undersigned authorized member of its governing body:

Name: John C. Daefler 3-12-02

Title: County Judge

AGREED to by the County Information Resources Agency on the _____
day of _____, 2002.

For the County Information Resources Agency

AGENCY COORDINATOR DESIGNATION

The Member hereby assigns and designates the following individual as the
Agency Coordinator as required by this Agreement and Bylaws:

Printed Name: Jay Schade

Title: IT Director

Address: 405 MLK Suite 308
Georgetown TX 78626

Phone No.: (512) 943-1460

E-Mail: jschade@wilco.org

AGENDA ITEM 38

Consider approving service agreement with Kohutek Engineering for Schwertner project.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve a service agreement with Kohutek Engineering for the Schwertner project.

Vote: **4 - 0**

< Attachment >



No backup documentation was provided by the time that the minutes were scanned.

AGENDA ITEM 39

Consider approving a contract for residential services with Victoria County Juvenile Detention Center.

No action was taken on this agenda item.

AGENDA ITEM 40

Consider approving fire contract for Jarrell.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve a rural fire contract for Jarrell.

Vote: **4 - 0**

< Attachment >

THE STATE OF TEXAS

*

* KNOW ALL MEN BY THESE PRESENTS

*

COUNTY OF WILLIAMSON

THAT Williamson County, Texas (County), and the JARRELL Volunteer Fire Department (Department), an incorporated volunteer fire department as describes in V.A.T.C., LOCAL GOVERNMENT CODE, 352.001(c), have entered into the following

AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the Department the sum of \$ 25,682.41, in two (2) payments. The first payment being made within the county has received a signed agreement accompanied by a detailed accounting of the past year's expenditures of the county allotment. The second payment will be disbursed on or before September 30, 2002. All funds are to be used to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The Department agrees to provide fire protection services in any area in the County when requested by any other fire company, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during calendar year 2002.
3. It is understood by the City that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. it is understood and agreed that the County as no power to control or supervise the manner and means chosen by the Department to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the Department which are not related to the provision of said services. The Department further agrees to indemnify the County for any loss or expense (including but not limited to attorneys' fees) incurred as a result of any claim against the County by any person or entity, should such claim be based upon any intentional act or omission by the Department which is not related to the provision of the services described in Paragraph 2.

Executed on this the ____ day of _____, 2002.

Clifford Schoerner Fire Chief

P.O. Box 415

John C. Doerfler 3-12-02
Williamson County, Texas by
John C. Doerfler, by authority of
Williamson County

**JARRELL VOLUNTEER FIRE DEPARTMENT
POX BOX 415
JARRELL, TEXAS 76537**

Income

County Funds	\$25,682.42
Raffle	\$9,310.00
BBQ	\$8,450.00
Donations	\$5,923.51
Re-imbursement (Insurance)	\$2,812.00
Grants	\$2,790.00
Re-imbursement (Deposit on Truck)	\$1,500.00
Ladies Aux.	\$1,255.00
Hall Rental	\$984.00
Drive Thru	\$646.00
Fireman's Fund	\$532.54
	<u>\$59,885.47</u>

Expenses

Fuel	2,572.15	
Truck Repair	2,314.70	
Bunker Gear	2,703.97	
Telephone	1,435.34	
Medical Supplies	2,519.30	
Radio & Repairs	2,076.63	
Insurance	7,151.69	
Utilities	4,219.91	
Printing	261.94	
Fire Equipment	20,109.82	
Training	2,542.00	
Office Supply	549.69	
Cleaning	1,032.72	
Chiefs Meeting	617.31	
Pager	118.77	
Building Maintenance	1,401.22	
Chief Light Bar	712.90	
ESD	1,048.18	
IRS	515.25	
TABC	69.00	
Bank Charges	12.00	
Drive thru	<u>500.75</u>	
Total expenses	\$54,485.24	
Total Income		<u><u>\$5,400.23</u></u>

Purchase of Truck and Skid Unit	\$56,413.60
Proceeds from loan	\$20,000.00

AGENDA ITEM 41**Comments from commissioners.**

Commissioner Heiligenstein commented on his Washington, D.C. trip, which included air quality, and transportation issues as well as the National Association of Counties conference. He discussed air quality issues, including the O₃ Flex plan discussed at an EPA meeting.

Judge Doerfler announced that Judge Skip Morse has been diagnosed with lung cancer, and that he has been transferred from Georgetown Hospital to Seton in Austin. He asked that everyone keep Judge Morse in their prayers.

COMMISSIONERS' COURT RECESSED AT 11:58 A.M. ON TUESDAY, MARCH 12, 2002.

COMMISSIONERS' COURT RECONVENED AT 2:30 P.M. ON TUESDAY, MARCH 12, 2002.

AGENDA ITEM 42**Work Session on road bond contracts.**

Commissioner Boatright asked that project invoices be reviewed by the Commissioner of the precinct involved in order to keep informed on billing.

Judge Doerfler suggested that each Commissioner receive a complete copy of bills for his precinct.

Commissioner Boatright stated that he thinks it is the Commissioners' responsibility to review the bills for their respective precincts.

The court discussed the differences between county employees, subcontractors, contract labor and grant-funded positions. There was also discussion regarding the authority of other elected officials and department heads entering into written contracts approved in their budgets. The county's liability and the Court's specific authority to enter into a written contract versus other elected officials and department heads was also discussed.

There was discussion referring to transfers between General Obligation bond money and Certificate of Obligation money and their reimbursements.

The Court agreed that each Commissioner would review all of the bills for his precinct, and that standards should be set for reimbursable expenses for county contracts.

COMMISSIONERS' COURT ADJOURNED AT 3:43 P.M. ON TUESDAY, MARCH 12, 2002.

MINUTES
of the
WILLIAMSON COUNTY ROAD DISTRICT MEETING
March 12, 2002

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

BE IT REMEMBERED that at 11:59 a.m. on March 12, 2002, a REGULAR SESSION of the Commissioners Court of Williamson County, Texas, was held pursuant to V.A.C.S. art. 6702, acting as ex-officio road commissioners of their respective precincts, the following members being present, to-wit:

JOHN C. DOERFLER, County Judge
MICHAEL L. HEILIGENSTEIN, Commissioner, Precinct 1
GREGORY W. BOATRIGHT, Commissioner, Precinct 2
DAVID HAYS, Commissioner, Precinct 3
FRANKIE LIMMER, Commissioner, Precinct 4
NANCY E. RISTER, County Clerk

I.

Read and approve the minutes of the last meeting.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve the minutes of the February 26, 2002 Road District meeting.

Vote: **4 – 0**

II.

Discuss and take appropriate action on the Southeast Williamson County Road District #1, including, but not limited to payment of bills.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve payment of the following:

\$25.00 to Sheets & Crossfield

Vote: **3 – 0. Commissioner Heiligenstein was absent from the dais.**

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve payment of the following:

\$500.00 to Williamson County Clerk

Vote: **4 – 0**

< Attachment >

SHEETS & CROSSFIELD, P.C.

Attorneys at Law
309 EAST MAIN STREET
ROUND ROCK TX 78664-5246
(512) 255-8877

February 28, 2002

SERRD
c/o JUDGE JOHN DOERFLER
WILLIAMSON COUNTY COURTHOUSE
710 MAIN STREET, SUITE 201
GEORGETOWN TX 78626

Re: Special Counsel
Attorney: CDC

PROFESSIONAL SERVICES RENDERED

	<u>Hours</u>	<u>Amount</u>
02/11/02 CDC Send e-mail to Taysha Howe.	0.20	25.00
TOTAL FOR THE ABOVE SERVICES	0.20	\$25.00
PREVIOUS BALANCE		\$75.00
02/06/02- Payment - thank you		-\$50.00
BALANCE (due upon receipt)		\$50.00

*approved 3.12.02
John C. Doerfler*

John C. Doertler
County Judge
Williamson County



WILLIAMSON COUNTY COURTHOUSE
710 MAIN, SECOND FLOOR
GEORGETOWN, TEXAS 78626
PHONE (512) 943-1550
FAX (512) 943-1662

March 12, 2002

Check made payable to Co. Clerk of Williamson Co. from Northeast Round Rock Rd. Dist.
in the amount of \$800.00 for cash account maintained for filing of lien releases

Check made payable to Co. Clerk of Williamson Co. from Southeast Williamson Co. Rd. Dist.
in the amount of \$500.00 for cash account maintained for filing of lien releases

Check made payable to Co. Clerk of Williamson Co. from Southwest Williamson Co. Rd. Dist.
in the amount of \$500.00 for cash account maintained for filing of lien releases

approved 3-12-02
John C. Doertler

III.

Discuss and take appropriate action on the Southwest Williamson County Road District #1, including, but not limited to payment of bills.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve payment of the following:

\$50.00 to Sheets & Crossfield

Vote: **3 – 0. Commissioner Heiligenstein was absent from the dais.**

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve payment of the following:

\$500.00 to Williamson County Clerk

Vote: **4 – 0**

< Attachment >

SHEETS & CROSSFIELD, P.C.
Attorneys at Law
309 EAST MAIN STREET
ROUND ROCK TX 78664-5246
(512) 255-8877

February 28, 2002

SW WILLIAMSON COUNTY ROAD DISTRICT
NO. 1
C/O JUDGE JOHN DOERFLER
WILLIAMSON COUNTY COURTHOUSE
GEORGETOWN TX 78626

Re: Special Counsel
Attorney: CDC

PROFESSIONAL SERVICES RENDERED

	<u>Hours</u>	<u>Amount</u>
02/01/02 CDC Phone conference with Joe Pondrom.	0.20	25.00
02/11/02 CDC Send e-mail to Taysa Howe.	0.20	25.00
TOTAL FOR THE ABOVE SERVICES	0.40	\$50.00
PREVIOUS BALANCE		\$1,563.78
02/06/02- Payment - thank you		-\$437.50
BALANCE (due upon receipt)		\$1,176.28

*approved 3-12-02
John C. Doerfler*

<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120 Days</u>
287.50	437.50	0.00	451.28	0.00

John C. Doerfler
County Judge
Williamson County



WILLIAMSON COUNTY COURTHOUSE
710 MAIN, SECOND FLOOR
GEORGETOWN, TEXAS 78626
PHONE (512) 943-1550
FAX (512) 943-1662

March 12, 2002

Check made payable to Co. Clerk of Williamson Co. from Northeast Round Rock Rd. Dist.
in the amount of \$800.00 for cash account maintained for filing of lien releases

Check made payable to Co. Clerk of Williamson Co. from Southeast Williamson Co. Rd. Dist.
in the amount of \$500.00 for cash account maintained for filing of lien releases

Check made payable to Co. Clerk of Williamson Co. from Southwest Williamson Co. Rd. Dist.
in the amount of \$500.00 for cash account maintained for filing of lien releases

Approved 3-12-02
John C. Doerfler

IV.

Discuss and take appropriate action on the Northeast Round Rock Road District #1, including, but not limited to payment of bills.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve payment of the following:

\$100.00 to Sheets & Crossfield

Vote: 3 – 0. **Commissioner Heiligenstein was absent from the dais.**

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve payment of the following:

\$800.00 to Williamson County Clerk

Vote: 4 – 0

< Attachment >

SHEETS & CROSSFIELD, P.C.

Attorneys at Law
 309 EAST MAIN STREET
 ROUND ROCK TX 78664-5246
 (512) 255-8877

February 28, 2002

NERRD
 C/O JUDGE JOHN DOERFLER
 WILLIAMSON COUNTY COURTHOUSE
 GEORGETOWN TX 78626

Re: Special Counsel
 Attorney: CDC

PROFESSIONAL SERVICES RENDERED

	<u>Hours</u>	<u>Amount</u>
01/28/02 CDC Conference with engineer from Baker Aicklen regarding Oakmont Center plat.	0.60	75.00
02/11/02 CDC Send e-mail to Taysha Howe.	0.20	25.00
TOTAL FOR THE ABOVE SERVICES	0.80	\$100.00
PREVIOUS BALANCE		\$1,337.50
02/06/02- Payment - thank you		-\$525.00
BALANCE (due upon receipt)		\$912.50

approved 3-12-02 John C. O'Neil

Current	30 Days	60 Days	90 Days	120 Days
650.00	262.50	0.00	0.00	0.00

John C. Doerfler
County Judge
Williamson County



WILLIAMSON COUNTY COURTHOUSE
710 MAIN, SECOND FLOOR
GEORGETOWN, TEXAS 78626
PHONE (512) 943-1550
FAX (512) 943-1662

March 12, 2002

Check made payable to Co. Clerk of Williamson Co. from Northeast Round Rock Rd. Dist.
in the amount of \$800.00 for cash account maintained for filing of lien releases

Check made payable to Co. Clerk of Williamson Co. from Southeast Williamson Co. Rd. Dist.
in the amount of \$500.00 for cash account maintained for filing of lien releases

Check made payable to Co. Clerk of Williamson Co. from Southwest Williamson Co. Rd. Dist.
in the amount of \$500.00 for cash account maintained for filing of lien releases

Approved 3-12-02
John C. Doerfler

V.

Consideration and approval of Reimbursement Audit, Disbursement to Developers, Bill of Sale, and other Conveyance Documents, Avery Ranch Road District.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve the Reimbursement Audit, Disbursement to Developers, Bill of Sale, and Other Conveyance Documents, Avery Ranch Road District.

Vote: 4 – 0

< Attachment >



PEÑA SWAYZE & CO., L.L.P.

CERTIFIED PUBLIC ACCOUNTANTS

Steve D. Pena, C.P.A.
R. Michael Swayze, C.P.A.
Mary H. Bott, C.P.A.
Connie B. Mikulencak, C.P.A.

Stacie A. Carter, C.P.A.
Pam Oakes, C.P.A.
Shelly L. Humphries, C.P.A.

**INDEPENDENT ACCOUNTANTS' REPORT
ON APPLYING AGREED-UPON PROCEDURES**

March 11, 2002

Judge John Doerfler
Avery Ranch Road District No. 1
Williamson County
Georgetown, Texas

At your request, we have performed the procedures enumerated below with respect to the **Amount To Be Reimbursed To The Developer**. Our report was made for the purpose of providing you with information relating to the use of bond proceeds, and our report is not to be used for any other purpose. The procedures we performed are summarized as follows:

1. Information for the costs to be reimbursed to the developer was obtained from the review of reimbursable costs as of March 11, 2002. This information included all invoices paid by the developers on behalf of the District and related cancelled checks.
2. Review of construction and other significant documents.
3. Review with District's consultants, including County engineer and attorney, regarding eligibility of items submitted for reimbursement.

As a result of these procedures, we have determined the following amounts to be reimbursable to the developer:

<u>Avery Ranch Blvd. – West</u>	
Construction Costs (Project complete)	\$1,610,126
Engineering	153,195
Wall Construction	406,756
Landscaping	241,296
Street Lights	55,664
Intersection Median/Light	<u>198,317 *</u>
Subtotal	<u>2,665,354</u>

Judge John Doerfler
Avery Ranch Road District No. 1
Page 2
March 11, 2002

Avery Ranch Blvd. - East

Construction Costs (Project not complete)	\$3,340,808
Engineering	246,218
Intersection Median/Light	<u>198,317 *</u>
Subtotal	<u>3,785,343</u>
Amount Reimbursable To The Developer	6,450,697
Less: Bond Funding Limitation	<u>(962,970)</u>
Amount To Be Reimbursed To The Developer	<u>\$5,487,727</u>

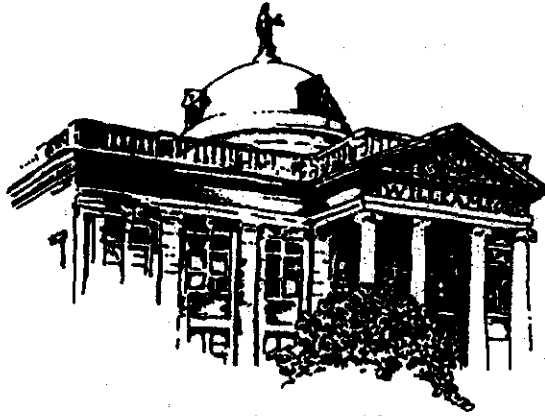
* Any reimbursements received from the Texas Department of Transportation to be deducted from future reimbursements.

Because the above procedures do not constitute an audit made in accordance with generally accepted auditing standards, we do not express an opinion on the **Amount To Be Reimbursed To The Developer**. In connection with the procedures referred to above, no matters came to our attention that caused us to believe that **Amount To Be Reimbursed To The Developer** should be adjusted. Had we performed additional procedures or had we conducted an audit of the financial statements in accordance with generally accepted auditing standards, other matters might have come to our attention that would have been reported to you. This report does not extend to any financial statements of Avery Ranch Road District No. 1 taken as a whole.

approved 3-12-02
John C. Doerfler

Peni Jorgensen & Co. LLP

John C. Doerfler
County Judge
Williamson County



WILLIAMSON COUNTY COURTHOUSE
710 MAIN, SECOND FLOOR
GEORGETOWN, TEXAS 78626
PHONE (512) 943-1550
FAX (512) 943-1662

March 13, 2002

Vivian Wood
County Treasurer
Williamson County
County Courthouse
Georgetown, Texas

Re: Avery Ranch Road District No. 1

Dear Ms. Wood:

As you may be aware, on March 12, 2002, the Commissioners Court approved a reimbursement audit and the disbursement of certain construction funds to the developers in connection with the issuance of \$6,425,000 Avery Ranch Road District No. 1 Unlimited Tax Road Bonds, Series 2002.

You are hereby instructed to disburse to Five Million Four Hundred Eighty-Seven Thousand Seven Hundred and Twenty-Seven and No/100 Dollars (\$5,487,727.00) from the Avery Ranch Road District No. 1 Construction Fund by wire transfer. Such wiring instructions are as follows:

Transfer the above sum to the following account.

Regions Bank, Alabama
ABA Routing No. 062005690
To Credit: Regions Bank, Texas
To Further Credit: Avery Ranch Owners Committee
Account No. 841053263

Please do not hesitate to call should you have any questions or need additional information.

Sincerely,

County Judge

THE ROAD DISTRICT MEETING ADJOURNED AT 12:07 P.M. ON TUESDAY, MARCH 12, 2002.

THE FOREGOING MINUTES recorded on Minutes Pages 1 through 280, inclusive had at a Special Session of Commissioners' Court of Williamson County, Texas, having been read are hereby approved this 19th day of March, 2002.



John C. Doerfler, County Judge

ATTEST: Nancy E. Rister, Clerk County Court & Ex-officio Clerk,
Commissioners' Court, Williamson County, Texas

By: 

Deputy Clerk