

NOTICE OF MEETING OF THE MCLENNAN COUNTY COMMISSIONERS COURT

NOTICE IS HEREBY GIVEN that, in accordance with the Government Code, Chapter 551, (known as the Open Meetings Act), as amended, a regular meeting of Commissioners' Court, the governing body of McLennan County, will be held on Tuesday, the 4th day of October, 2016 at 9:00 a.m in the Commissioners' Courtroom, 1st Floor, West Wing, McLennan County Courthouse, 501 Washington, City of Waco, Texas, at which time, the subjects below will be considered and potentially acted upon.

AGENDA

- A. Proof of Posting of Notice**
- B. Moment of Silence / Invocation and Pledge**
- C. Public Comments**
- D. Proclamations / Resolutions:**
 - 1. Proclamation Recognizing October 2, 2016 as Betsy and Clifton Robinson Day
- E. Consent Agenda:**
 - 1. Approval of Minutes of Prior Meeting(s); Recording into the Court Minutes of Previously Approved Documents; Recordation of Items Not Requiring Court Action**
 - a. Recording of Authorization of Interlocal Agreement: Heart of Texas Council of Governments (HOTCOG) / Everbridge (re: Emergency Notification Services)
 - b. Recording of Authorization of Agreement for Information Technology Support Services: McLennan County Community Supervision and Correction Department
 - c. Recording of Authorization of Participation Application and related Agreement regarding the 1033 Surplus Property Program
 - d. Recording of Authorization of Contract Documents, including but not limited to, Sales Agreement Extension, License Warranty Registration and Services Agreement, Software License Schedule, Support Services Addendum, and Support Services Schedule: Secton Technology Solutions (STS) Authorized UNISYS Value Added Reseller (re: Mainframe)
 - e. Texas Commission on Environmental Quality: Recording of Letter regarding McLennan County Phase II MS4 - Year 2 Annual Report Review
 - 2. Financial Obligations of McLennan County:**
 - a. Authorization for County Treasurer to Pay County Checks / Wire / Electronic Transfers Issued Since the Last Authorization
 - 3. Human Resources / Salary Matters (Payroll Status Forms or Changes):**
 - 4. Authorization / Ratification of RFP's, RFQ's, and Bids Advertisements; Publications; Public / Legal Notices**
 - 5. Travel and Education Requests:**
 - a. Treasurer's Office
 - b. County Sheriff
 - 6. Recording of Educational Certificates; Recording of Department Head Affidavits; Acceptance or Approval of Official Bonds, Conflict Statements, or Other Such Items Required to be Submitted to the Court by Public Officials:**
 - 7. Burn Ban Approval, Extension, or Termination**
 - 8. Regarding McLennan County Subdivision Regulations:**
 - a. Approval of Final Plat of "South Fork Oaks Addition, Lot 1, Block 2" to McLennan County, Precinct 3
 - b. Approval of Final Plat of "South Fork Oaks Addition, Lot 3, Block 1" to McLennan County, Precinct 3
 - c. Approval of Final Plat of "Rivercrest Estates Addition, Part Two, Lots 113-115, Block 7" to McLennan County, Precinct 4
- F. Budget, Budget Amendments/Transfers/Changes, Additional Revenue Certifications, Expenditure Requests:**
 - 1. Regarding the FY 16 Budget:**
 - a. Authorization of Texas Association of Counties Claim Deductible Invoice # NRDD-0001947-GL

- b. Authorization of Professional Services Invoice for September: Lockwood, Andrews, & Newnam, Inc. (Re: The Bureau of Reclamation WaterSMART Drought Contingency Planning Grant Cooperative Agreement)
- c. Mental Health Court Services
- d. 414th District Court
- e. District Attorney
- f. County Wide:
 - 1) Re: Autopsies and Body Bags
 - 2) Re: Telephone, Internet, Computer Lines
 - 3) Re: Tax Appraisal Services
 - 4) Re: Professional Services
 - 5) Re: Supplies/Other Services and Charges
- g. Economic Development
- h. Indigent Defense
- i. Justice of the Peace, Precinct 2
- j. Justice of the Peace, Precinct 4
- k. Constable, Precinct 5
- l. Justice of the Peace, Precinct 3 (Fund 170)
- m. 19th District Court (Fund 170)

2. Regarding the FY 17 Budget:

- a. Authorization of Texas Department of Family and Protective Services FY 17 Budgets:
 - 1) Regarding Title IV-E Legal Services Contract # 23939734
 - 2) Regarding Title IV-E Child Welfare Services Contract # 23939735
- b. Records Management
- c. Health Services Department

G. Bids, RFP's, RFQ's, Quotations for Goods and Services:

- 1. Recommendation regarding Bid 16-017: Justice of the Peace Renovations
- 2. Authorization of Quote: BIS Digital (re: USB Audio Mixer)
- 3. Authorizations regarding Quotes: First Aid & Safety of Texas Inc. dba FASTEX AED (Re: Automated External Defibrillators (AEDs):
 - a. Regarding Updating of Units / Parts Replacement
 - b. Regarding CPR / AED Training

H. Contracts, Interlocal Agreements, and Memorandums of Understanding; Purchase, Lease, or Acquisition of Goods, Equipment or Services, including any Financing Thereof:

- 1. Authorization of Interlocal Cooperation Agreements for Housing and Care of Inmates:
 - a. Freestone County
 - b. Hamilton County
- 2. Regarding the McLennan County Group Health Plan:
 - a. Authorization of Administrative Services Agreement and related documents: Scott & White Health Plan
 - b. Authorization of Summary Plan Description (SPD) Administered by Scott & White
- 3. Authorization of Interlocal Agreement: Coryell County (re: Salary Supplement)
- 4. Authorization of License and Services Agreement: Workplace Answers, LLC (re: Employee Harassment Prevention and Safety Training)

5. Authorization of Elevator Service / Maintenance Agreement Addendum: ThyssenKrupp Elevator Corporation
6. Authorization of Agreement: Office of Court Administration (re: Reimbursement of Long-Distance Calls / Faxes)
7. Authorization of Interlocal Cooperation Agreement: City of Waco (re: Emergency Operations Center)
8. Authorization of Interlocal Cooperation Agreement: City of Gholson (re: Wesley Chapel and Hamilton Drive Road Work)
9. Authorization of Interlocal Cooperation Agreement: City of Ross (re: Asphalt Work)

I. Capital Improvement, Repair, Maintenance Projects and Construction Projects:

1. Regarding the Texas Department of Transportation Bridge Replacement Program: Authorization of Bridge Selection for Potential Replacement

J. Real Estate, Right of Way, and Easements:

K. Grants / Grant Proposals:

1. Regarding the Office of the Governor County Essentials Services Program: Authorization of Award Acceptance (re: Twin Peaks)
2. Regarding the Texas Department of Public Safety / Texas Division of Emergency Management (DPS/TDEM) Public Assistance Grant 4223 Award Letter for FEMA Project Number PA-06-TX-4223-PW02045: Authorization of Public Assistance Time Extension Request (re: Blue Bluff Road Bridge Damage)

L. Department/Office-Specific Requests, Presentations or Items for Discussion and Possible Action (To the Extent Not Addressed Above):

1. County Sheriff: Discussion and/or Action regarding Modifications to the Structured Pay Plan
2. Purchasing:
 - a. Approval of Order Exempting "Vehicle and Equipment Repairs" from the Requirements of Section 262.023 of the Local Government Code as Authorized by Local Government Code Section 262.024(a)(11).
 - b. Approval of Order Declaring Certain Property as Waste and Authorizing the Recycle or Disposal of Said Waste Property.

M. Additional Items (If Any) for Discussion and Potential Action:

1. Discussion and/or Action regarding Creation of a Timekeeping System Review Committee including Designation of Committee Members
2. Heart of Texas Housing Finance Corporation: Authorization of Board Appointment
3. Greater Waco Chamber of Commerce: Monthly Economic Development Report, August 2016
4. Elk Volunteer Fire Department: Approval of Order Authorizing the Transfer of Certain Surplus Property (ref: Section 263.152(4) of the Local Government Code)
5. Waco McLennan County Library Advisory Board: Authorization of Board Appointment
6. Waco-McLennan County Public Health District: Authorization of August 2016 Billing / Reports (re: the On-Site Sewage Facility (O.S.S.F.) Program)
7. Texas Association of Counties Risk Management Pool Workers' Compensation Program: Authorization of 2017 Workers' Compensation Coverage Documents / Worksheets

N. Americans with Disabilities Compliance Project:

1. Authorization of Professional Services Invoice: The Wallace Group (re: ADA Study / Reports for August)

O. Work Session Items (unless otherwise identified above, no action will be taken, but these matters will be discussed):

1. **Discussion regarding Criminal Justice Issues:** Updates on the Electronic Monitoring Program / Coordinating the McLennan County Criminal Justice System / Criminal Justice Process / Veterans & Mental Health Courts / Courthouse Security / Public Nuisance Reporting & Enforcement Process, related matters
2. **Discussion regarding Capital Expenditures:** including Time Schedule for Capital Outlay / Recommendations from the Finance Committee on the Spending Policy / Equipment Financing, related matters
3. **Discussion regarding County Property:** including Space Availability & Utilization of County Buildings/Law Library, Utilization Planning, Consultant, Joint Facilities Master Plan or Study; Tradinghouse Lake/Park; ADA Capital Improvements; Surrey Ridge Road, Speegleville Road, and/or Chapel Road; Themis Statue; Discussion regarding Lincoln City Road Flooding; Roofing Projects for Various County Buildings; County Off-System Bridge Repair/Maintenance, related matters

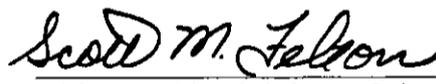
4. *Discussion regarding Texas Department of Transportation:* including Rural/Public Transportation, related matters
5. *Discussion regarding Agenda Item Submission*
6. *Discussion regarding McLennan County Employee Policy Guide*

P. Executive/Closed Session

1. *Section 551.071 of the Government Code (V.C.T.A.):* An executive/closed session will be held so that the Commissioners Court can seek and receive legal advice from its attorneys regarding pending or threatened litigation, settlement offers, claims, or other matters for which the attorneys' duties to their client under the Texas State Bar Disciplinary Rules of Professional Conduct Conflicts with the Open Meetings Act (Ch.551, Gov. Code) if necessary for a subject contained on this agenda, and legal issues and potential liabilities regarding handgun laws and regulation of handguns in certain County buildings, including: OAG Complaint Nos. 52 and 85; T.A.C. – handled claims, settlements and deductible reimbursements:
2. *Section 551.072 of the Government Code (V.C.T.A.):* Regarding Real Property, including, but not limited to: (1) Right-Of-Way Acquisitions re: Expansion / Repair Project/s; and/or (2) Real Estate Purchase / Sale / Transfer / Trade / Offers to Purchase, Acquisition / Value / Donations of Real Property / Leases relative to Real Property, including, but not limited to, Potential Properties for Use by County / Public Facilities & Valuation of Current Property for Trade or Sale:
3. *Section 551.074 of the Government Code (V.C.T.A.):* Regarding Personnel Matters including but not limited to: County Court at Law No. 1 / Personnel Review / Evaluation of Commissioners Court Appointed Department Heads; Personnel Matters Identified in any Open Session Item if Necessary, and related matters:
4. *Section 551.076 of the Government Code (V.C.T.A.):* Deliberations regarding Security Devices or Security Audits:
5. *Section 551.087 of the Government Code (V.C.T.A.):* Regarding Economic Development Negotiations including, but not limited to (1) Discussion of Commercial / Financial Information Received from a Business Prospect/s; (2) Pending Negotiations / Potential Prospects and Projects; and/or (3) Discussion re: Offers of Financial or Other Incentives to Business Prospect/s:

Q. Adjourn

Signed this the 29th day of September, 2016


SCOTT M. FELTON, County Judge

STATE OF TEXAS *
COUNTY OF McLENNAN *

I, J.A. "ANDY" HARWELL, County Clerk, and the Ex-Officio Clerk to the Commissioners Court, hereby certify that the above and foregoing is a true and correct copy of a NOTICE OF MEETING posted by me at the Courthouse door in Waco, McLennan County, Texas, where notices are customarily posted this 29th day of September, 2016.

Witness my hand and seal of office at Waco, McLennan County, Texas the 29th day of September, 2016 at 11:55 o'clock a.m.

(SEAL) J. A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

BY:  (Deputy)

Notice: Persons with disabilities in need of auxiliary aide or services may contact the County Judge's Office, (254) 757-5049, prior to the meeting date

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetez Gowen DEPUTY

NOTICE OF MEETING OF THE MCLENNAN COUNTY COMMISSIONERS COURT

NOTICE IS HEREBY GIVEN in accordance with the Government Code, Chapter 551, (known as the Open Meetings Act), as amended, that a special meeting of Commissioners' Court, the governing body of McLennan County, will be held on **Tuesday, the 4th day of October, 2016 at 9:00 o'clock a.m.** in the Commissioners Courtroom, First Floor, West Wing, of the McLennan County Courthouse in the City of Waco, Texas, at which time **the following SUPPLEMENT to the AGENDA** previously posted on September 29, 2016 will be considered:

SUPPLEMENTAL AGENDA

- A. Proof of posting of notice** in accordance with the provisions of Chapter 551.041, Government Code, as amended, known as the Open Meetings Act.
- B. Contracts, Interlocal Agreements, and Memorandum of Understanding; Purchase, Lease or Acquisition of Goods, Equipment or Services, including any Financing Thereof:**
 - 1. Authorization of Amendment No. 1 to the Memorandum of Understanding: Texas Department of Public Safety (re: Administrative Support)
- C. Grants / Grant Proposals:**
 - 1. Regarding the Bureau of Justice Assistance (BJA) / Office for Victims of Crime (OVC) FY 16 Enhanced Collaborative Model to Combat Human Trafficking Competitive Grant: Acceptance of Grant Award

Signed this the 30th day of September, 2016

Scott M. Felton
SCOTT M. FELTON, COUNTY JUDGE

THE STATE OF TEXAS *
COUNTY OF MCLENNAN *

I, J. A. "ANDY" HARWELL, County Clerk, and the Ex-Officio Clerk to the Commissioners Court, hereby certify that the above and foregoing is a true and correct copy of a **SUPPLEMENTAL NOTICE OF MEETING** posted by me at the Courthouse door in Waco, McLennan County, Texas, where notices are customarily posted, on this the 30th day of September, 2016 at 3:20 o'clock p.m.

Witness my hand and seal of office at Waco, McLennan County, Texas, on this 30th day of September, 2016.

(SEAL) J. A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

BY: *Myranda Gow* (Deputy)

NOTICE: Persons with disabilities who plan to attend the meeting and who may need auxiliary aids or services are requested to contact the Office of the County Judge at (254) 757-5049 prior to the meeting date.

FILED: OCT 04 2016

J. A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myranda Gow, Deputy

AGENDA: OCTOBER 4, 2016

B. Moment of Silence / Invocation And Pledge

CD-409, 9:01

County Judge Felton stated that at this time we will have a moment of silence. County Judge Felton then stated that we will now have the Pledge of Allegiance led by our County Veteran Service Officer.

AGENDA: OCTOBER 4, 2016

C. Public Comments

No One Spoke

CD-409, 9:02

County Judge Felton opened the floor to anyone present who wished to address the Court on County business matters. Not hearing anyone speak, County Judge Felton closed the hearing.

AGENDA: OCTOBER 4, 2016

D. Proclamations / Resolutions:

1. Proclamation Recognizing October 2, 2016 as Betsy and Clifton
Robinson Day **Approved**

CD-409, 9:02

ORDER APPROVING:

PROCLAMATION RECOGNIZING OCTOBER 2, 2016
AS BETSY AND CLIFTON ROBINSON DAY

On this the 4 day of October, 2016, came on for consideration the matter of Proclamation Recognizing October 2, 2016 as Betsy and Clifton Robinson Day. After discussion, Commissioner Jones made a motion to approve and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Proclamation be, and the same is hereby, approved by unanimous vote.

PROCLAMATION



A Proclamation of the McLennan County Commissioners Court and City of Waco

October 2, 2016

Betsy and Clifton Robinson Day

In recognition of their leadership role in bringing Branding the Brazos to its fruition, the McLennan County Commissioner's Court and the Waco City Council proclaim October 2, 2016 as Betsy and Clifton Robinson Day.

This magnificent sculpture occupies a place steeped in Waco and Texas History. The Waco Indians camped here beside a flowing spring, and cattle drives on the famed Chisolm Trail forged the Brazos River at a low water crossing nearby. Upon its completion in 1870, the iconic Waco Suspension Bridge was the longest suspension bridge west of the Mississippi and the first across the Brazos River. More recently, Indian Spring Park, constructed with contributions from hundreds of Waco citizens, was dedicated in 1981 at this place that has since come to represent the true heart of our community.

The Branding the Brazos sculpture serves as an outstanding example of public art, while bringing to life a fascinating period of our history for current and future generations. This sculpture continues the tradition that this place at the center of our city is a place for all the people that have contributed to the building of Waco as reflected in the cultural diversity of the drovers.

On behalf of the citizens of Waco and McLennan County, we thank Betsy and Clifton Robinson, who through their vision, their leadership, and their philanthropy have contributed in so many ways to improving the quality of life for all Wacoans.

Scott M. Felton, County Judge

Kyle Deaver, Mayor

Kelly Shell, Comm. Pct 1

Will Jones, Comm. Pct 3

Dillon Meek, Mayor Pro Tem
Council Member, District IV

Lester Gibson, Comm. Pct 2

Ben Perry, Comm. Pct 4

Wilbert Austin
Council Member, District 1

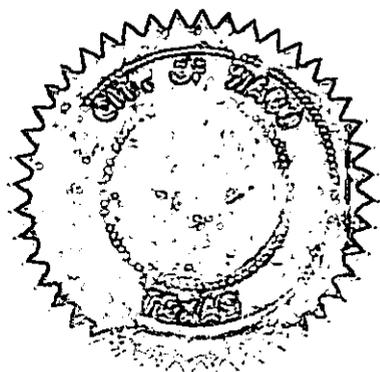
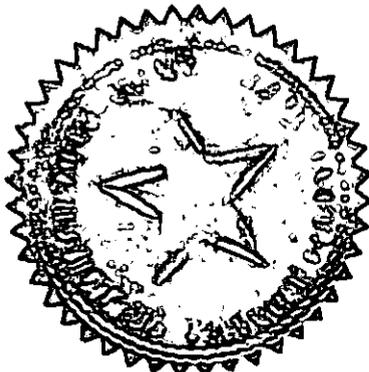
Alice Rodriguez
Council Member, District II

Myrcetez Gowen
Deputy County Clerk

John Kinnaird
Council Member, District III

Jim Holmes
Council Member, District V

Esmeralda Hudson
City Secretary



FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetez Gowen DEPUTY

AGENDA: OCTOBER 4, 2016

E. CONSENT AGENDA:

- 1. Approval of Minutes of Prior Meeting(s) Recording into the Court Minutes of Previously Approved Documents; Recordation of Item Not Requiring Court Action**
 - a. Recording of Authorization of Interlocal Agreement: Heart of Texas Council of Governments (HOTCOG) / Everbridge (re: Emergency Notification Services) **Approved**
 - b. Recording of Authorization of Agreement for Information Technology Support Services: McLennan County Community Supervision and Correction Department **Approved**
 - c. Recording of Authorization of Participation Application and related Agreement regarding the 1033 Surplus Property Program **Approved**
 - d. Recording of Authorization of Contract Documents, including but not limited to, Sales Agreement Extension, License Warranty Registration and Services Agreement, Software License Schedule, Support Services Addendum, and Support Services Schedule: Saxon Technology Solutions (STS) Authorized UNISYS Value Added Reseller (re: Mainframe) **Approved**
 - e. Texas Commission on Environmental Quality: Recording of Letter regarding McLennan County Phase II MS4 – Year 2 Annual Report Review **Approved**
- 2. Financial Obligations of McLennan County:**
 - a. Authorization for County Treasurer to Pay County Checks / Wire / Electronic Transfers Issued Since the Last Authorization **Approved**
- 3. Human Resources / Salary Matters (Payroll Status Forms or Changes):** **None**
- 4. Authorization / Ratification of RFP's, and Bids Advertisements; Publications; Public / Legal Notices** **None**
- 5. Travel and Education Requests:**
 - a. Treasurer's Office **Approved**
 - b. County Sheriff **Approved**
- 6. Recording of Educational Certificates; Recording of Department Head Affidavits; Acceptance or Approval of Official Bonds, Conflict Statements, or Other Such Items Required to be Submitted to the Court by Public Officials:** **None**
- 7. Burn Ban Approval, Extension, or Termination** **Remains Lifted**
- 8. Authorization of Tax Resale Deed:**
 - a. Approval of Final Plat of "South Fork Oaks Addition, Lot 1, Block 2" to McLennan County, Precinct 3 **Approved**
 - b. Approval of Final Plat of "South Fork Oaks Addition, Lot 3, Block 1" to McLennan County, Precinct 3 **Approved**

c. Approval of Final Plat of "Rivercrest Estates Addition, Part Two,
Lots 113-115, Block 7" to McLennan County, Precinct 4

Approved

CD-409, 9:03

ORDER APPROVING CONSENT AGENDA ITEMS

On this 4 day of October, 2016, came on for consideration the matter of reviewing and approving the Consent Agenda Items. Commissioner Perry made a motion to approve the consent agenda items and it was seconded by Commissioner Gibson. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Consent Agenda Items be, and the same are hereby, approved by unanimous vote.

Recording of Authorization of Interlocal Agreement: Heart of Texas Council of Governments (HOTCOG) / Everbridge (Re: Emergency Notification Services) approved by Order on September 6, 2016 and recorded on Page 334 of these minutes.

Received

SEP 19 2016

McLennan County Judge

ACCEPTED BY COMMISSIONERS COURT ^{for}
THIS 4 DAY OF OCT 2016 ^{RECORDING}
Scott M. Felton
COUNTY JUDGE

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into by and between the Heart of Texas Council of Governments ("HOTCOG") and McLennan County, an entity of local government ("User") on this the 6th day of September, 2016. The purpose of this Agreement is to set forth the understandings and agreements of the parties relating to the use, control, responsibility and payment for emergency notification service (ENS) made available to User by virtue of the contract between HOTCOG and Everbridge. The parties agree as follows:

1. HOTCOG will contract with Everbridge to make emergency notification service available to User. User has chosen to participate in the emergency notification service program created by the contract between HOTCOG and Everbridge.

2. By participating in the emergency notification service program, User has access to the emergency notification service provided by Everbridge. The Emergency Management Coordinator of User, or other User designee(s), will have the power and authority to activate the emergency notification service at times and under conditions determined by User. HOTCOG will have no role in activating the emergency notification service for User.

3. HOTCOG will pay with existing State Homeland Security Program grant funds the base rate for "unlimited" notification calls and the SMART Weather notices for the User and "sub user(s)". There will be no cost to the county for the base and SMART Weather services. The User agrees that billing for any additional services offered by Everbridge will be the responsibility of the User.

4. User may create "sub user" accounts under their organizational account for cities and other agencies. If needed, the User is responsible for developing any agreements for usage and is responsible for sub user activities.

5. There are additional or optional services offered by Everbridge that may be chosen by the User. The cost above the base rate and SMART Weather option for additional or optional services is the responsibility of the User to pay; HOTCOG will not pay any amount above the services described in line 3 above.

6. User agrees that it is fully responsible for controlling access to and use of the emergency notification service. User agrees to use due diligence to secure and protect access to the system to avoid inadvertent or improper activation of the system. Furthermore, the emergency notification service using the 911 database should only be used for life threatening and public safety information. Examples of possible appropriate use of the ENS with the E-911 database include, but are not limited to the following:

- Natural disasters such as dangerous water floods, fires, severe weather;

- Man-made disasters such as bomb threats, HazMat emergencies, terrorism threats;
- Crime situations such as prisoner escapes;
- Search and rescue situations involving missing children, elderly, other endangered persons;
- SMART Weather alerts from the National Weather Services for citizens that sign up using the “opt in” portal.
- Evacuation notices and/or routes;
- Public health threats such as contaminated drinking water, infectious disease outbreaks, rabid animal alert.

In addition to the use of the 911 database, the User may create groups of employees, individuals within a service agency, local provided information, or from the citizen registration “opt in” portal to send “non-emergency” messages to the created groups. While the use of the created groups has less call out restrictions, all notifications shall remain appropriate and professional.

7. User further agrees that the emergency notification service is not being provided by HOTCOG and that HOTCOG is not responsible for the quality or timeliness of the service nor is it responsible for maintenance, operation or activation of the emergency notification service.

8. The parties agree that HOTCOG is not responsible for any emergency response or emergency communications that might be required or might occur after the activation of the system.

9. All disputes regarding extra cost, use, and maintenance for additional services are to be resolved between User and Everbridge or its billing agent. HOTCOG shall have no responsibility to assure the timeliness, quality or operation of the emergency notification system. The parties agree that HOTCOG makes no warranty or representation regarding any aspect of the emergency notification system.

10. The parties further agree that the existence of a dispute between the User and Everbridge or its billing agent does not relieve User from the obligation to pay and reimburse HOTCOG for any amount that might be charged to HOTCOG for additional services selected by the User.

12. The term of this Interlocal Agreement will begin on or about September 1, 2016 and shall continue through August 31, 2017. This is a one year agreement only. Thereafter, an additional one year agreement may be exercised by the agreement of both parties of this Interlocal Agreement. The fee or cost for service contained in this agreement is subject to change in any subsequent agreements. The User may terminate its use of the emergency notification system at any time.

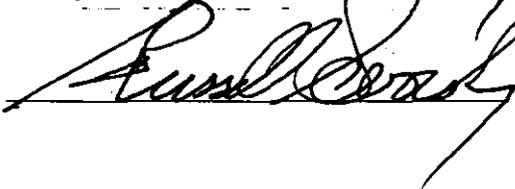
13. The parties agree that HOTCOG has no obligation to provide any service to User relative to the emergency notification system. HOTCOG has contracted with Everbridge to make

the service available to User. HOTCOG shall have no liability to User for any alleged breach by HOTCOG of its contract with Everbridge.

14. This Agreement is subject to the provisions of the Agreement entered into between HOTCOG and Everbridge.

Heart of Texas Council of Governments

Printed Name: Russell Sevosty

Signature: 

County Name: McLennan County

Printed Name: Scott M. Felton

Signature: 
County Judge

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcelaz Gowan DEPUTY

Recording of Authorization of Agreement for Information Technology Support Services:
McLennan County Community Supervision and Correction Department on September 6,
2016 and recorded on Page 335 of these minutes.

Received

SEP 26 2016

McLennan County Judge

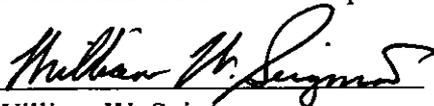
ACCEPTED BY COMMISSIONERS COURT *For*
THIS *4* DAY OF *OCT* 20*16* *RECORDING*
Scott M. Felton
COUNTY JUDGE

AGREEMENT FOR INFORMATION TECHNOLOGY SUPPORT SERVICES

This Agreement for Information Technology Support Services is made by and between the McLennan County Community Supervision and Corrections Department (hereinafter "CSCD") and McLennan County, Texas (hereinafter "County"). The parties agree as follows:

1. The County, through its Information Technologies Department, agrees to provide IT Support Services to the CSCD at a level at least the same as currently provided by the County to the CSCD.
2. The CSCD is responsible for inputting all data to be processed by the County in a format directed by the Information Technologies Department. The County shall not be responsible for input errors. The CSCD shall designate any information which is confidential or may require more stringent security procedures.
3. IT will provide network connectivity to the County network infrastructure and desktop support for connected devices. IT will provide support and data backups for the CSCD server maintained in the server room.
4. CSCD agrees to pay the County the sum of thirty five thousand one hundred dollars (\$35,100) in monthly installments of approximately two thousand nine hundred twenty-five dollars (\$2,925.00) per month for the services provided by the County during the term of this Agreement. The amount may be prorated for any partial month of service. Each month's payment shall be made by the CSCD to the county on or before the last working day of the month.
5. This Agreement shall be effective September 1, 2016 and shall continue in force until August 31, 2017, unless earlier terminated as set forth below.
6. Either party may terminate this Agreement at any time upon 30 days written notice to the other party.
7. If the level of service required by the CSCD changes, this Agreement may be amended to provide for fair and equitable compensation for the level of service to be provided

McLennan County Community
Supervision and Corrections Department

By: 
William W. Seigman
Director

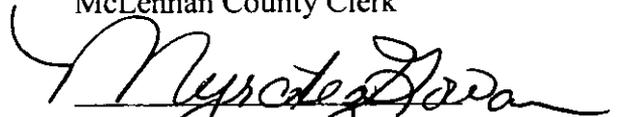
Date: 9-22-16

McLennan County, Texas

By: 
Scott M. Felton
County Judge

Date: 9/16/16

Attest: J.A. "Andy" Harwell
McLennan County Clerk


Deputy County Clerk

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetaz Gowan DEPUTY

Recording of Authorization of Participation Application and Related Agreement Regarding the 1033 Surplus Property Program on August 16, 2016 and recorded on Page 104 of these minutes.

Received
SEP 26 2016
McLennan County Judge

ACCEPTED BY COMMISSIONERS COURT *For*
THIS *4* DAY OF *OCT* 20*16* *RECORDING*
Scott M. Felton
COUNTY JUDGE

New
 Update

LAW ENFORCEMENT AGENCY (LEA) APPLICATION FOR PARTICIPATION

This application must be updated and resubmitted within 30 days of any changes

Federal State Tribal Federal Agencies only: (Parent Affiliate i.e. DOJ): _____

2YTXXX DODAAC (Update Only): 2YTHHR

AGENCY: McLennan County Sheriff's Office

PHYSICAL ADDRESS (No P.O. Box): 901 Washington Ave.

CITY: Waco

STATE: Texas

ZIP: 76701

AGENCY MUST HAVE AT LEAST 1 FULL-TIME OFFICER TO PARTICIPATE IN THE PROGRAM
INDICATE THE NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY

FULL-TIME: 140 PART-TIME: 0

SCREENER POC(S): INCLUDE EMAIL ADDRESS AND DIRECT CONTACT PHONE NUMBER IF AVAILABLE

*MAIN POC: Is the Primary POC for requests and property pickup

	NAME: LAST, FIRST	EMAIL	PHONE #
*SCREENER/MAIN POC	Johnson, David	david.johnson@co.mclennan.tx.us	254-757-5112
SCREENER/POC #2			
SCREENER/POC #3			
SCREENER/POC #4			
WEAPON/POC	Baker, Jacque	jacque.baker@co.mclennan.tx.us	254-757-5118
AIRCRAFT/POC	Nixon, Shawn	shawn.nixon@co.mclennan.tx.us	254-757-5121
VEHICLE/POC	Nixon, Shawn	shawn.nixon@co.mclennan.tx.us	254-757-5121

NOTICE: LAW ENFORCEMENT ACTIVITIES ARE DEFINED AS: GOVERNMENTAL AGENCIES WHOSE PRIMARY FUNCTION IS THE ENFORCEMENT OF APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND WHOSE OFFICERS HAVE THE POWERS OF ARREST AND APPREHENSION.

Upon acceptance into the Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate. (N/A for Federal Agencies)

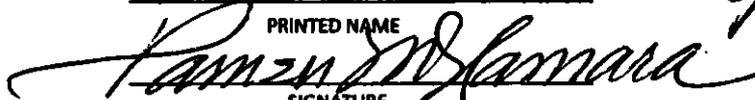
By signing this I/we certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.

CHIEF LAW ENFORCEMENT OFFICIAL/
HEAD OF LOCAL AGENCY

Parnell McNamara

DATE: 8/3/16

PRINTED NAME



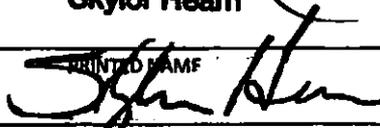
SIGNATURE

Skytor Hearn

STATE COORDINATOR/SPOC:
(NOT REQUIRED FOR FEDERAL AGENCIES)

DATE: 8-17-2016

PRINTED NAME



SIGNATURE

LESO Team Lead Approval

AP Version: 1/28/16

STATE PLAN OF OPERATIONS

BETWEEN THE STATE OF

TEXAS

AND THE

McLennan County Sheriff's Office

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Texas and the (*LEA name*) McLennan County Sheriff's Office, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to State Law Enforcement Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug / counter-terrorism or border security activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA) in determining whether property is suitable for use by agencies in Law Enforcement Activities (LEAs). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is also known as the "1033 Program" or the "LESO Program" and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

III. GENERAL TERMS AND CONDITIONS

A. OPERATIONAL AUTHORITY

The Governor of the State of Texas has designated in writing with an effective date of August 26, 2015 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program are provided by the Texas Department of Public Safety.

The provided funding is used to support assistance to the LEAs with customer service to include

computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Texas is as follows:

State Coordinator (SC): Skylor Hearn

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 5805 N Lamar Blvd Austin, Texas 78752

EMAIL / Contact Phone Numbers: Texas1033Program@dps.texas.gov 512-424-7590

Fax Number: 512-424-7591

Hours of Operation: 7AM – 5PM

B. The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for law enforcement activities, if any, which will be transferred to the (*LEA name*) McLennan County Sheriff's Office.

C. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

D. The (*LEA name*) McLennan County Sheriff's Office understands that property made available under this agreement is for the use of authorized program participants only. Property may not be obtained for any individual, organization, or agency that has not been approved as a participant in the LESO Program. All requests for property must be based on bona fide law enforcement requirements. Property will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan.

E. Controlled property (equipment) includes any property that has a demilitarization (DEMIL) Code of B, C, D, F, G, and Q; and property, regardless of demilitarization code, that was specifically identified in the Law Enforcement Equipment Working Group Report from May 2015, created pursuant to Executive Order 13688 (EO). The Working Group Report mandates that the following items be treated as controlled property:

- 1) Manned Aircraft, fixed or rotary wing
- 2) Unmanned Aerial Vehicles
- 3) Wheeled Armored Vehicles
- 4) Wheeled Tactical Vehicles
- 5) Command and Control Vehicles
- 6) Specialized Firearms and Ammunition Under .50 Cal (excluded firearms and ammunition for service-issued weapons)
- 7) Explosives and Pyrotechnics
- 8) Breaching apparatus

- 9) Riot Batons
- 10) Riot Helmets
- 11) Riot Shields

F. LEAs that request items in Paragraph E above must provide all required information outlined in the Law Enforcement Equipment Working Group Report and all information on the LESO request form. Among other specific requirements identified in these documents, LEAs will be required to certify and submit:

- 1) A detailed written justification with a clear and persuasive explanation of the need for the property and the law enforcement purposes it will serve;
- 2) Evidence of approval or concurrence by the LEA's civilian governing body (city council, mayor, etc.);
- 3) The LEA's policies and protocols on deployment of this type of property;
- 4) Certifications on required training for use of this type of property; and
- 5) Information on whether the LEA has applied, or has pending an application, for this type of property from another Federal agency.

G. The (*LEA name*) McLennan County Sheriff's Office must maintain and enforce regulations designed to impose adequate security measures for controlled property to mitigate the risk of loss or theft.

H. Under no circumstances will controlled property be sold or otherwise transferred to non-U.S. persons, or exported. All transfers must be approved by the State and DLA Disposition Services LESO.

I. Cannibalization requests for controlled property must be submitted in writing to the State, with final approval by the LESO. The LESO will consider cannibalization requests on a case-by-case basis.

J. The LESO conditionally transfers all excess DOD property to States / LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the LESO in perpetuity and will not be relinquished to the LEAs. When the LEA no longer has legitimate law enforcement uses for controlled property, the LEA must notify the State, who will then notify the LESO, and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the LESO Program at any time.

K. Property with a DEMIL Code of "A" is also conditionally transferred to the LEA. However, after one year from the Ship Date, the LESO will relinquish ownership and title to the LEA. Prior to this date, the State and LEA remains responsible for the accountability and physical control of the item(s) and the LESO retains the right to recall the property. Title will not be relinquished to any property with DEMIL Code of "A" that is controlled property identified in Paragraph III E.

- 1) Property with DEMIL Code of "A" will automatically be placed in an archived status on the LEAs property book upon meeting the one year mark.
- 2) Once archived, the property is no longer subject to annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
- 3) Ownership and title of DEMIL "A" items that have been archived will pass automatically from the LESO to the LEA when they are archived at the one year mark (from Ship Date) without issuance of any further documentation.
- 4) LEAs receive title and ownership of DEMIL "A" items as governmental entities. Title and ownership of DEMIL "A" property does not pass from DOD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State and local law that govern public property. Sales or gifting of DEMIL "A" property after the one year mark in a manner inconsistent with State or local law may constitute grounds to deny future participation in the LESO Program.

L. The LEAs are not authorized to transfer controlled property or DEMIL Code "A" property carried on their inventory without LESO notification and approval. Property will not physically move until the State and LESO approval process is complete.

IV. ENROLLMENT

A. An LEA must have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Reserve officers are not authorized to receive property.

- 1) The LEA shall submit an updated Application Packet to the State Coordinator's office no later than December 1 each year and/or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.
- 2) Once approved for participation in the program, at least one of the LEA's authorized screeners must attend a mandatory training class prior to any requests for property being approved. The class will be conducted free of charge to the LEA and will be held at location determined by the State Coordinator's office.
- 3) LEA transfer of responsibility – program property assigned to the LEA. A change in the Chief Law Enforcement Official (CLEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property in the LEA's possession. If the new CLEO does not wish to be responsible for existing property, they shall notify the State Coordinator's office in writing that they wish to return the equipment to the nearest Disposition Site or transfer it to a qualifying LEA. The new CLEO remains responsible for existing property until the property is officially transferred or returned.

B. The State shall:

- 1) Implement LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals, and the DLA MOA the State signs.
- 2) Receive and process applications for participation from LEAs currently enrolled and those LEAs that wish to participate in the LESO Program.
- 3) Receive and recommend approval or disapprove LEA applications for participation in the LESO Program. The State Coordinators have sole discretion to disapprove LEA applications on behalf of the Governor of their State. The LESO should be notified of any applications disapproved at the State Coordinator level. The State Coordinator will only forward and recommend certified LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval / disapproval authority for all LEA applications forwarded by State Coordinators.
- 4) Ensure LEAs enrolled in the LESO Program update the LEAs account information annually (accomplished during the FY Annual Inventory in the Federal Excess Property Management Information System [FEPMIS]).
- 5) Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment. This comprehensive overview must be done within thirty (30) days and include, verbatim, the information contained in Paragraph III E of this SPO.
- 6) Ensure that screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 7) Ensure that at least one person per LEA maintains access to the FEPMIS. Account holders must be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals and the DLA MOA, each State and participating LEA within is required to conduct an annual inventory certification of controlled property, which includes DEMIL "A" for one (1) year from Ship Date. Annual inventories start on October 1 of each year and end December 1 of each year.

B. The State shall:

- 1) Receive, validate, and reconcile incoming certified inventories from the LEAs.
- 2) Ensure LEAs provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique

items as required. For equipment that does not contain a serial number, such as riot control or breaching equipment, a photograph will suffice.

- 3) Suspend the LEA as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

- 1) Complete the annual physical inventory as required.
- 2) Provide serial numbers and photos identified in the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique items, as required. For equipment that does not contain serial number, such as riot control or breaching equipment, a photograph will suffice.
- 3) Certify the accountability of all controlled property received through the LESO Program annually by conducting and certifying the physical inventory. The LEA must adhere to additional annual certification requirements as identified by the LESO.
 - a. The State requires each LEA to submit certified inventories for their Agency by December 1 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA two (2) months to physically inventory LESO Program property in their possession and submit their certified inventories to the State Coordinators.
 - (1) The LESO requires a front or side and data plate photo for Aircraft and Tactical Vehicles that are serial number controlled, received through the LESO Program.
 - (2) The LESO requires serial number photos for each small arm received through the LESO Program.
 - b. The LEAs failure to submit the certified annual inventory by December 1 may result in the agency being suspended from operations within the LESO Program. Further failure to submit the certified annual inventory may result in a LEA termination.
- 4) Be aware that High Profile Commodities (Aircraft, Tactical Vehicles and Small Arms) and High Awareness (controlled) property are subject to additional controls.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a Program Compliance Review (PCR) for each State that is enrolled in the LESO Program every two (2) years. The LESO reserves the right to require an annual PCR, or similar inspection on a more frequent basis for any State. The LESO PCRs are performed in order to ensure that State Coordinators, SPOCs and all LEAs within a State are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instructions and

Manuals, and the DLA MOA signed by the State.

- 1) If a State and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within the State and/or LEA.
- 2) If a State and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the LESO Program operations within the State and/or LEA.

B. The State shall:

- 1) Support the LESO PCR process by:
 - a. Contacting LEAs selected for the PCR review via phone and/or email to ensure they are aware of the PCR schedule and prepared for review.
 - b. Receiving inventory selection from the LESO. The LEA POCs shall gather the selected items in a centralized location to ensure that the LESO can efficiently inventory the items.
 - c. Providing additional assistance to the LESO as required, prior to and during the course of the PCR.
- 2) Conduct internal Program Compliance Reviews of LEAs participating in the LESO Program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. The State Coordinator must ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his / her State is completed annually. This may result in a random review of all or selected property at the LEA.
 - a. The internal PCR will include, at minimum:
 - (1) A review of each selected LEAs LESO Program files.
 - (2) A review of the signed State Plan of Operation (SPO).
 - (3) A review of the LEA application and screener's letter.
 - (4) A physical inventory of the LESO Program property at each selected LEA.
 - (5) A specific review of each selected LEAs files for the following:
DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), and other pertinent documentation as

required.

- b. The State and/or LEA will bear all expenses related to the repossession and/or turn-in of LESO Program property to the nearest DLA Disposition Services site.

VII. STATE PLAN OF OPERATION (SPO)

A. The State shall:

- 1) Identify, establish, and issue minimum criteria to be included in the SPO for the State and each participating LEA.
- 2) Establish a State Plan of Operation, developed in accordance with Federal and State law, and conforming (at minimum) to the provisions of the DLA Instruction and Manuals and the DLA MOA.
 - a. The SPO will include detailed organizational and operational authority including: staffing, budget, facilities, and equipment that the State believes is sufficient to manage the LESO Program within their State.
 - b. The SPO must address procedures for making determinations of LEA eligibility, allocation, and equitable distribution of material, accountability and responsibility concerning excess DOD personal property, inventory requirements, training and education, State-level internal Program Compliance Reviews (PCR), and procedures for turn-in, transfer, and disposal.
- 2) Enter into written agreement with each LEA, via the LESO approved State Plan of Operation, to ensure the LEA fully acknowledges the terms, conditions, and limitations applicable to property transferred pursuant to this agreement. The State Plan of Operation must be signed by the Chief Law Enforcement Official (CLEO), or assigned designee of the respective LEA, and the current State Coordinator.
- 3) Request that the LESO Suspend or Terminate an LEA(s) from the LESO Program when an LEA fails to comply with any term of DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

VIII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY

A. All property Lost, Missing, Stolen, (LMS) damaged, or destroyed carried on a LEA's current inventory must be reported to the LESO.

- 1) Controlled property must be reported to the State and the LESO within twenty-four (24) hours. The aforementioned property may require a police and National Crime Information Center (NCIC) report submitted to the LESO, to include DEMIL "A" items that are considered controlled items in Paragraph III E.

- 2) Property with a DEMIL Code of "A" must be reported to the State and the LESO within seven (7) days.
- 3) All reports are subject to review by the DLA Office of the Inspector General (OIG).

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

IX. AIRCRAFT AND SMALL ARMS

A. All aircraft are considered controlled property, regardless of DEMIL Code. Aircraft may not be sold and must be returned to the LESO at the end of their useful life. This State Plan of Operation ensures that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

B. LEAs no longer requiring small arms issued through the LESO Program must request authorization to transfer or turn-in small arms. Transfers and turn-ins must be forwarded and endorsed by the State Coordinator's office first, and then approved by the LESO. Small Arms will not physically transfer until the approval process is complete.

C. Small Arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he / she has received the appropriate small arm(s) with the correct, specific serial number(s). Small Arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt (ECR); this Custody Receipt obtains the signature of the officer responsible for the small arm.

X. RECORDS MANAGEMENT

The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the property's DEMIL Code. All documents concerning a property record must be retained.

- 1) Property records for items with DEMIL Code of "A" must be retained for two (2) calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 2) Property records for controlled property must be retained for five (5) calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 3) Environmental Property records must be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material / Hazardous Waste).
- 4) LESO Program files must be segregated from all other records.

- 5) All property records must be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following:
DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

XI. LESO PROGRAM ANNUAL TRAINING

A. 10 USC § 380 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each state. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.

B. The State shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.

C. The State shall ensure at least one representative (i.e. the State Coordinator or SPOC) attend the annual training that the LESO conducts.

XII. PROPERTY ALLOCATION

A. The State Shall:

- 1) Provide the LEA with a website that will afford timely and accurate guidance, information, and links for all LEAs who work, or have an interest in, the LESO Program.
- 2) Upon receipt of a valid State / LEA request for property through the DLA Disposition Services RTD website, a preference will be given to those applications indicating that the transferred property will be used in the counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEAs inventory and justification for property.
- 3) The State and the LESO reserve the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated to an LEA. Quantity exceptions may be granted on a case-by-case basis by the LESO. Currently, the following quantity limits apply:
 - a. Small Arms: one (1) type for each qualified officer, full-time / part-time;
 - b. HMMWVs: one (1) vehicle for every three (3) officers;
 - c. MRAPs: one (1) vehicle per LEA.
- 4) The State and the LESO reserve final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DOD property.

B. The LEA shall:

- 1) Ensure an appropriate justification is submitted when requesting excess DOD property via the LESO Program and will ensure LESO Program property will be used for the law enforcement activity and for law enforcement purposes only within his / her State and agency.
- 2) When requesting property, provide a justification to the State and the LESO on how the requests for property will be used in counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, the LEA should be fair and equitable when making requisitions based on current LEA inventory and the justification for property. Generally, no more than one of any item per officer will be allocated.
- 3) Ensure screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 4) Obtain access to FEPMIS to ensure the property book is properly maintained, to include but not limited to transfers, turn-ins, and disposal requests and to generate these requests at the LEA level and forward all approvals to the State for action.
- 5) Ensure at least one person per LEA maintains access to FEPMIS. FEPMIS account holders must be employees of the LEA.

XIII. PROGRAM SUSPENSION & TERMINATION

A. The State and LEA are required to abide by the terms and conditions of the DLA MOA in order to maintain active status.

B. The State shall:

- 1) Suspend LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of the DLA MOA. Suspension may lead to TERMINATION.
- 2) The State and/or the LESO have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) In coordination with the LESO, issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property, to include the LEAs Corrective Action Plan (CAP).

- 5) Suspend or terminate an LEA from the LESO Program if an LEA fails to comply with any term of the DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.
 - a. In the event of an LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an authorized State or LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services location.
 - b. In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all LESO Program property in their possession.

C. The LEA shall:

- 1) Notify the State Coordinator's office and initiate an investigation into any questionable activity or actions involving LESO property issued to the LEA that comes to the attention of the CLEO, and is otherwise within the authority of the Governor / State to investigate. LEAs must understand that the State Coordinators, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time, and for any reason.
- 2) Understand that the State may suspend LEA(s) and/or LEA POC(s) from within their State, based upon their findings during internal Program Compliance Reviews and/or spot checks at the State level.
- 3) Initiate corrective action to rectify suspensions and/or terminations placed upon the LEA for failure to meet the terms and conditions of the LESO Program.
- 4) Be required to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and the LESO upon receipt.
- 5) Provide documentation to the State and the LESO when actionable items are rectified for the State and/or LEA(s).
- 6) The LEAs Chief Law Enforcement Official must request reinstatement as required, via the State Coordinator or SPOC(s), to full participation status at the conclusion of a suspension period.

XIV. COSTS & FEES

- 1) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program is the sole responsibility of the LEA. In the event an agency is dissolved or disbanded and no civilian governing body exists, the costs associated with the transportation and turn-in of all property in the possession of the

dissolved or disbanded LEA then becomes responsibility of the State.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E-mail, the United States Postal Service, express service, or facsimile to the State Coordinators office or cognizant DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

- 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
- 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.
- 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DOD.

XVII. INDEMNIFICATION CLAUSE

The LEA is required to maintain adequate insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO program. Self-insurance by the LEA is considered acceptable. The U.S. Government and the Texas Department of Public Safety assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO program. It is recognized that State and local law generally limit or preclude State Coordinators / LEAs from agreeing to open-ended indemnity provisions. However, to the extent permitted by State and local laws, the LEA shall indemnify and hold the U.S. Government and the Texas Department of Public Safety harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate

bodies, in any manner caused by or contributed to by the LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

XVIII. TERMINATION

A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned State Coordinator and CLEO hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

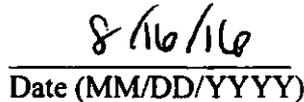
Parnell McNamara
Type / Print Chief Law Enforcement Official Name


Chief Law Enforcement Official Signature

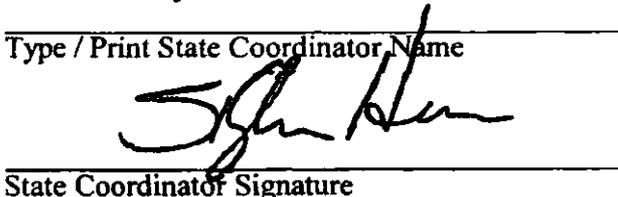

Date (MM/DD/YYYY)

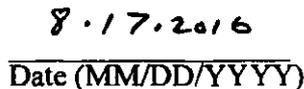
Scott Felton, COUNTY JUDGE
Type/Print Civilian Governing Body Authorized Official


CGB Authorized Official Signature


Date (MM/DD/YYYY)

Skylor Hearn
Type / Print State Coordinator Name


State Coordinator Signature


Date (MM/DD/YYYY)

Recording of Authorization of Contract Documents, including but not limited to, Sales Agreement Extension, License Warranty Registration and Services Agreement, Software License Schedule, Support Services Addendum, and Support Services Schedule: Secton Technology Solutions (STS) Authorized UNISYS Value Added Reseller (re: Mainframe) on September 6, 2016 and recorded on Page 340 of these minutes.

ACCEPTED BY COMMISSIONERS COURT *For*
THIS *4* DAY OF *OCT* 20*16* *RECORDING*
Scott M. Felton
COUNTY JUDGE

SELLER

SECTION TECHNOLOGY SOLUTIONS
P.O. BOX 8785
HORSESHOE BAY, TX 78657
512-755-2926

Date: 5/11/2016

Contract Reference: Sectar McLennan L450 SW/Maint ID: 163208

Purchaser:

McLennan County
500 Columbus
Waco, Texas 76701
Lisa Fetsch
254-757-5168

Ship To:

McLennan County
500 Columbus
Waco, Texas 76701
Lisa Fetsch
254-757-5168

This Sales Agreement is for the sale or license of certain equipment, software and / or services as described in the schedules or attachments indicated below. This is the full and complete agreement between the parties for these goods and / or services.

The SELLER agrees to provide and the PURCHASER agrees to buy the products and/or services as set forth in the Products / Services listed.

Applicable taxes and shipping charges will be billed upon delivery of the equipment and/or software and/or services.

The BALANCE [purchase price, license fees, taxes, installation charges and shipping, less down payment] will be due upon delivery.

Equipment maintenance, software support and other charges, as applicable, will be payable as indicated on the appropriate schedules.

With Order

Total of Products/Services \$ 149,610.39
DOWN PAYMENT \$

Scott M. Felton a/k/a

(Purchaser Signature)

SCOTT M. FELTON

(Printed/typed name)

COUNTY JUDGE

(Title)

Eddie L Barnes 9-18-16

Signature

EDDIE L BARNES

(Printed/typed name)

OWNER

(Title)

SELLER

SECTON TECHNOLOGY SOLUTIONS
P.O. BOX 8785
HORSESHOE BAY, TX 78657
512-755-2926

Sales Agreement

Date: 5/11/2016

Products / Services Listing

Contract. Reference: Secton McLennan L450 SW/Maint ID: 163208

L#	Qty	Item	Description	Sell Price	Term
Software :					
	1	CS10-OS9	Ops Sentinel Add-On Pkg	0	ETP13
	1	CSS10450-8	IOE 40/972	99,052	ETP13
	1	CSL10450-8	Image Enabler40/972	22,512	ETP13
	1	ECH10-CH	Call Home Service CS MCP	0	ETP13
	1	CS10-END	IOE Encryption Opt US	0	ETP13
	1	CSJ1004-EAP	JBoss Ent App Plfm 4 Cores 1 yr Premium	0	ALC13
				Software Subtotal	121,564
SSU :					
	1	CSU10450-8	SSU Scrm 40/972	9,105	ETP13
				SSU Subtotal	9,105
				Software/SSU Total	130,669

Configuration: McLennan County L450 Maintenance (13 month)

Qty	Style	Description	Sell Price	Term
1	LM450-R1	SYS:Libra 450 Rack, 1 Quad Core, 24GB	63.20	13 Months
10	ES3599021-DSK	ES3000 73GB,15K SAS 2.5 HP	0.00	13 Months
1	ES3599021-SMC	ES3000 iDRAC Enterprise	0.00	13 Months
1	EST35605-NBD	ES3560T 5YRS NBD	0.00	13 Months
1	ES3599001-DSK	ES3000 HD Multi-Select	0.00	13 Months
1	ES3599001-PWC	ES3000 No Additional Power Cord	0.00	13 Months
1	ES3561251-RAD	PERC 6/i SAS RAID Controller	0.00	13 Months
1	MSR3000421-AMF	RCK:42URLCD/SHF/USKBAM	0.00	13 Months
1	ALP451-2RK	Rackmount kit for ALP451, 2U	8.34	13 Months
1	CS10-OS9	Ops Sentinel Add-On Pkg	0.00	13 Months
1	CS10-END	IOE Encryption Opt US	0.00	13 Months
1	CSP1040-CTD	DEV AID:COBOL 74 TST/DBG	134.49	13 Months
1	CSP1040-C74	COBOL74 Compiler	156.45	13 Months
1	CSS10450-CP	IOE Comp Pkg 64 Bit English	38.15	13 Months
1	CSS10450-8	IOE 40/972	631.00	13 Months
1	CSL10450-8	Image Enabler40/972	143.81	13 Months
1	CSP1040-RMP	Remote Print System	134.40	13 Months
1	CSP1040-SDF	DEV AID:SCREEN DESIGN	108.15	13 Months
1	DSS500-ADM	FILE MGT:EOM DDA/WEBASST	39.04	13 Months
			Monthly Price	1,457.03
			13 Month Price	18,941.39
			Software/SSU Maintenance Total	149,610.39



Supplemental Schedule to
License, Warranty Registration and
Services Agreement

Agreement Number

14120010

Check if applicable	Number of pages	Form number	Description
<input type="checkbox"/>		4305 4931-XXX	Equipment Schedule
<input checked="" type="checkbox"/>	1	4305 4933-XXX	Software Licenses Schedule
<input type="checkbox"/>		4305 4934-XXX	Information Services Schedule
<input checked="" type="checkbox"/>	3	4305 4940-XXX	Support Services Addendum
<input checked="" type="checkbox"/>	2	4305 4942-XXX	Support Services Schedule
<input type="checkbox"/>		4305 7942-XXX	MCP Metering Software Schedule
<input type="checkbox"/>		4305 7975-XXX	Application Support Services Addendum
<input type="checkbox"/>		4305 7983-XXX	Application Support Services Schedule
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			

Agreed and Accepted

Unisys Corporation

Client: County of McLennan

Gregory Scalley 9/18/2016
 (Signature) (Date)
Gregory Scalley
 (Printed/typed name)
Client Executive
 (Title)

Scott M. Felton 9/16/16
 (Signature) (Date)
SCOTT M. FELTON
 (Printed/typed name)
COUNTY JUDGE
 (Title)



Software License Schedule

Agreement Number

14120010

Equipment Location

MCLENNAN COUNTY 500 Columbus Ave
Waco, TX 76701-1324 USA

List of Products Applicable to this Agreement

Currency: USD

Item No.	Style	Description	Qty	Warranty	License Plan	License Charge	Initial License Charge	Installation Charge
1	CS10-OS9	Ops Sentinel Add-On Pkg	1	W	ETP13			
2	CSS10450-8	IOE 40/972	1	W	ETP13			
3	CSL10450-8	Image Enabler40/972	1	W	ETP13			
4	ECH10-CH	Call Home Service CS MCP	1	W	ETP13			
5	CS10-END	IOE Encryption Opt US	1	W	ETP13			
6	CSJ1004-EAP	JBoss Ent App P1fm 4 Cores 1 yr Premium	1	U	ALC12			
7	CSU10450-8	SSU Scm 40/972	1	W	ETP13			
<p>Equipment/Software licenses/Services listed on this schedules are being purchased through a Unisys reseller. Client will pay the Reseller the charges for the Products and Services according to the charges and payment terms agreed between Client and the Reseller.</p>								
						Page: Purchase Price		Page: Install Charge
						Total purchase price		Total Install Charge
						Grand total		

License Plan

1. The initial license term (and the corresponding charges for licenses) will begin upon Unisys Shipment or Client's download of the Software or Software key. Temporary backup use of Software may require Client to purchase additional enabled performance for the backup SPU.

2. Software licenses for which Unisys charges either an Annual License Charge (ALC) or a Monthly License Charge (MLC) will continue on a month-to-month basis and the ALC will renew annually until the license is terminated or canceled in accordance with the Termination and Cancellation section in this Agreement.

3. For certain licenses, Unisys may charge an Initial License Charge which includes the first monthly or annual license charge.

4. **Extended Term Plan (ETP):** Software licenses for which Unisys charges a single fee may have a 12 to 84 month extended term. Upon expiration of the extended term, the license will be automatically continued on a month-to-month basis for a Monthly License Charge, unless terminated in accordance with the Termination and Cancellation section of this Agreement, or Client may pay another ETP fee for an additional extended term, if available.

5. **Fixed Term Plan (FTP):** Software licenses for which Unisys charges a single fee may have a 12 to 84 month fixed term. Upon expiration of the fixed term, the license will not automatically renew notwithstanding any conflicting terms in the Agreement; and will end unless the license is extended by Unisys acceptance of an Order from Client to purchase an additional FTP license, if available.

6. **One Time Charge (OTC):** Client may use the Software for so long as Client continues to use the Software on the equipment, include SPU(s), for which it was licensed in accordance with the Agreement.

7. Software that has no license charge listed on this Schedule will have a license term that is coterminous with Client's possession and use of the equipment on which the Software is installed.

* Software designated Subscription ("SUBSCRN") entitles Client to receive functional update releases for the Software during the subscription term, provided Client has a current license and the latest applicable Maintenance Releases for the Software. Software designated License Only ("LO") is provided without media or documentation; Client may make (a) one copy of the item for each LO license granted by Unisys, and (b) one copy for backup purposes, with each copy retaining all original notices and legends. Software designated Driver is for use solely with the device models specified in the driver's then-current published specification; a separate license is required for each individual addressable device.

UNISYS SHALL HAVE NO LIABILITY FOR ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION BASED SOLELY ON OPEN SOURCE SOFTWARE OR THIRD PARTY SOFTWARE CONTAINED IN ANY UNISYS PRODUCT.

This Addendum amends the agreement referenced above by the Agreement Number (the "Agreement"), and applies to: (a) all orders for Support Services accepted with this Addendum or subsequently accepted under the Agreement, and (b) existing orders for Support Services under the Agreement upon expiration of the then-current term. Only definitions, descriptions and levels of this Addendum will apply to these Services. The terms of this Addendum will control over any contradictions with terms of the Agreement. Except as defined in this Addendum, all capitalized terms shall have the meaning used in the Agreement. Products covered by the Support Services are listed on the Support Services Schedule ("Schedule").

Section A. Definitions and General Terms and Conditions

Principal Period of Maintenance ("PPM") means 8:00 AM to 5:00 PM, Client's local time, Monday through Friday excluding Unisys designated holidays.

Commencement Date means, unless specified otherwise on the Schedule, (i) for the initial Order for Support Services for the Product, the latest of the date the Product is shipped by Unisys or downloaded by Client or Unisys accepts an Order for Support Services and (ii) for renewals and extensions, the anniversary of the Commencement Date of the initial Order for Support Services under (i) above.

7 X 24 means seven (7) days per week, twenty-four (24) hours per day including Unisys designated holidays.

Next Business Day (NBD) Service means Unisys will make every reasonable effort to respond to Client's request for on-site Support Services received during a PPM no later than the close of business of the next PPM.

4 Hour Response (4HR) means that if Client is located within a Primary Service City, Unisys will make every reasonable effort to respond to Client's requests for on-site Support Services within four (4) hours. Response is measured, during the Client's contracted hours of coverage, from the time that Unisys receives the request for service from Client until Unisys arrives at Client's site.

2 Hour Response (2HR) means that if Client is located within a Primary Service City, Unisys will make every reasonable effort to respond to the Client's request for on-site Support Services within two (2) hours. Response is measured from the time that Unisys receives the request for service from Client until Unisys arrives at Client's site.

Off Hours means all contracted hours of Support Services other than the PPM.

Primary Service City means an area that includes a 50-mile (80-kilometer in Canada) radius from the center of a Unisys designated Primary Service City. If Unisys moves its Primary Service City or Client relocates its site so that Client's site is no longer within a 50-mile (80-kilometer in Canada) radius from the center of a Unisys Primary Service City, Unisys reserves the right to adjust 2HR and 4HR or to change the contracted Service Level.

Failed Unit means a unit of equipment enrolled under Support Services, which is identified by Client as not in working order and deemed eligible by Unisys for exchange.

Client Replaceable Unit (CRU) means a component or other non-critical plug-in assembly delivered to the Client on the next business day for Client's personnel to affix the repair/replacement.

Exchange Unit means new, repaired, or previously used equipment in working order that Unisys conveys to Client as a replacement for a Failed Unit. The Failed Unit will become the property of Unisys upon Client's

receipt of the Exchange Unit or, if later, upon receipt of the Failed Unit by Unisys. Client warrants that title to the Failed Unit and Unisys warrants that title to the Exchange Unit will be free and clear of all claims, liens, and encumbrances including security interests.

Service Levels mean various groupings of the Services Elements described in Section B.

Initial Term of Services means that unless specified otherwise on the Schedule or in the Agreement, the Initial Term for Support Services will be twelve (12) months from the Commencement Date. Except as specified in Section C of this Addendum, Products subsequently added to a system already enrolled under Support Services must be enrolled at the same Service Level as the system to which it is attached. Unless otherwise specified on the Schedule, the Initial Term of Support Services for Products subsequently enrolled under Support Services will end with the applicable term of Support Services for those previously enrolled Products and, for purposes of changes to Support Services charges, will be deemed to have the same anniversary of the Commencement Date of Services as those previously enrolled Products. Unless otherwise provided in the Support Services Schedule, Unisys will invoice Client for Support Services for Metered Software for the Term in advance. If Client depletes its MIPS Balance to zero before the end of the Term of Usage for the Metered Software specified in Client's Metered Software Schedule, any Support Services charges for such Metered Software that have not already been prepaid for the remaining period of the Support Services Term will be immediately due and payable by Client. Unisys may change Support Services charges on each anniversary of the Commencement Date upon ninety (90) days prior written notice to Client. Unisys may charge Client time and material rates for service on Products that are not identified by the manufacturer's style and model number on the Schedule or for service on enrolled Products that are outside the scope of the contracted services. Unisys may terminate Support Services, modify Service Elements, Service Plans or discontinue Support Services for Products upon the earlier of (a) ninety (90) days prior notice via written notification or posting by Unisys at its support website: www.service.unisys.com or (b) at the expiration of the then-current Term, whether the Initial Term or any renewal or extension of the Initial Term, for those Support Services. If Client does not want to continue receiving the Support Services under such changed terms, Client may end contracted Support Services by giving Unisys written notice no later than thirty (30) days prior to the end of this ninety (90) day period and Unisys will refund any unearned payments for the Support Services. Following the Initial Term, Support Services will continue on an annual renewal basis at Unisys then-current list prices until terminated or canceled according to the terms of the Agreement.

Section B. Description of Service Elements

Equipment On-Call Remedial Maintenance includes on-site repair or Exchange Unit service of equipment, at Unisys option, if a problem remains unresolved after Client has utilized Support Center Services as prescribed.

Replacements for certain failed components such as keyboards, mice, and other non-critical plug-in assemblies designated by Unisys as Client Replaceable may, at Unisys option, be shipped directly to Client for Client

installation. Should Client elect to have the Unisys Customer Infrastructure Representative visit the site to install such components, additional charges may apply.

Mail-In Service allows Client, at its expense and risk, to ship a Failed Unit to the Unisys designated location. Within seven (7) business days of receipt, Unisys will, at its option, either repair the Failed Unit or give Client an Exchange Unit.

Advance Exchange Service allows Client to notify Unisys of a Failed Unit enrolled in Support Services. Upon notification, Unisys will ship an Exchange Unit to the Client using a next day delivery service. Client will install the Exchange Unit and shall ship the Failed Unit to Unisys within fourteen (14) days after Client's receipt of the Exchange Unit. Client agrees to pay Unisys an additional fee, as determined by Unisys, if Client fails to return Failed Unit within fourteen (14) days of Client's receipt of Exchange Unit. Advance Exchange Service is limited to selected equipment.

Equipment Maintenance Parts are parts required for Product repairs made by Unisys personnel. NBD, 2HR and 4HR do not apply to Parts availability.

Essential Engineering Changes are changes released by Unisys for safety purposes or changes Unisys determines are essential to the performance of equipment. Changes will be installed at a mutually acceptable time during the applicable hours of contracted coverage. For non Unisys equipment, Unisys will install Essential Engineering Changes (a) based upon the availability of required materials at no cost to Unisys, and (b) at current hourly labor charges.

Electronic Call Home Support allows Unisys Support Centers to receive system data via the Internet from Client and perform remote failure analysis. Client will supply the equipment, software, and communication facilities to use the Electronic Call Home Support capabilities of the Product as outlined in the Unisys product support plan. If Client does not permit Unisys to use Electronic Call Home Support as defined in the Product's support plan, Client agrees to pay additional charges for Support Services as determined by Unisys. Electronic Call Home Support is limited to selected products.

Equipment Preventive Maintenance, including the installation of engineering changes deemed appropriate by Unisys, will be performed at Client's location according to the manufacturer's recommendations at a mutually acceptable time during the applicable hours of contracted coverage.

Support Center Service provides assistance by electronic or voice communication during the PPM on operating the Products, identifying Product errors or malfunctions and advising on known detours, reporting software problems via a User Communication Form (UCF), and determining the need for on-site Support. Support Center Services during Off Hours consist of expediting response to network down and system emergencies.

Services Not Included in Support Services

Support Services do not include: (a) repair of failures due to manufacturer's design or other defects; (b) repair of failures due to abuse, accidents, neglect, or improper use, including damage to LCD screens or other Laptop Computer components; (c) repair of failures due to external factors (including failure or fluctuation of electrical power or air conditioning, fire, or flood); (d) repair of failures due to excessive use, wear, and tear, which is in excess of manufacturer's recommended duty cycle; (e) refurbishment including restorations due to obsolescence (when parts for Equipment are

not readily available on commercially reasonable terms) or end of life cycle failures including phosphorus "burn in" or "low intensity" characteristics of monitors; (f) repair of machines not identified as Equipment; (g) the loading of software, software configurations or any data files; and (h) the backup of any data files.

If Unisys determines Equipment requires refurbishment rather than repair, Unisys will notify Client and remove the Equipment from Support Services.

Client may ask Unisys to do the refurbishment on an hourly billable service basis and Unisys may provide refurbishment of Equipment subject to the availability of parts, manufacturer's support, and trained personnel.

User Communication Service provides for reporting of suspected Product errors or malfunctions or suggested new feature changes. Unisys will make reasonable efforts to provide detours or corrections for Unisys Products or non Unisys Products if available to Unisys at no additional charge from the vendor. Client will install all error corrections. User Communication Service and UCF submissions are available only for Products for which Unisys is then currently providing development center support (also called engineering support).

Software Maintenance Release Service provides error corrections and maintenance releases that Unisys develops or provides for currently supported Software level(s). Unisys licenses these releases only for use on the designated computer system(s) under the applicable license agreement. Client will install all applicable error corrections and maintenance releases. Certain software products may require Unisys Subscription Service in order to receive Software Maintenance Release Service.

Electronic Support Service provides Client with access to an Internet web site to place Product service requests, to obtain information on known errors and corrections, and to receive information on Unisys products and services.

Software On-Site Support provides software support at the Client's site if Unisys determines that a Software Product problem remains unresolved and on-site assistance is required, after Client has used Support Center Services as prescribed. Desktop and selected non Unisys software Products are not eligible for Software On-Site Support.

Systems Operations Review provides an annual meeting, at a time mutually agreed to between Unisys and Client, to conduct a computer systems operation review. Client is responsible for scheduling the meeting. This service applies to systems designated by Unisys as enterprise servers or mainframes.

Support Center Response Commitment (available only during the PPM) provides electronic or voice response by Unisys to Client's declared emergencies no later than one (1) hour after receipt of Client's request for service at the Support Center designated by Unisys.

Section C. Service Level Descriptions

The following describes the six Service Levels and the Service Elements included in each of the Service Levels. **Not all Service Elements and Service Levels are available for all Products. Refer to Descriptions of Service Elements for additional details.** Individual Service Elements contained in a higher Service Level than contracted are provided at Client request, as available, at then-current Unisys conditions and charges. All hardware and software Products within a system configuration must be enrolled under the same Service Level except for desktop and network products and application software. All Client Replaceable Units are shipped to the Client to arrive the next business day regardless of the service level subscribed.

Service Elements	Service Levels – Hardware Support Services					
	1 Mail-In	2 Advanced Exchange	3 Standard PPM	4 Standard PPM	5 Business Critical 7X24*	6 Business Critical 7X24*
Equipment On-Site Remedial Maintenance Service			NBD*	4HR	4HR	2HR
Mail-In Service	X					
Advance Exchange Service		X				
Equipment Maintenance Parts	X	X	X	X	X	X
Essential Engineering Changes	X	X	X	X	X	X
Electronic Call Home Support			X	X	X	X
Equipment Preventive Maintenance			X	X	X	X

*Note: CRU maintenance plans are required.

Service Elements	Service Levels – Software Support Services					
	1	2	3	4	5	6
Support Center Service	X	X	X	X	X	X
User Communication Service	X	X	X	X	X	X
Software Maintenance Release Service	X	X	X	X	X	X
Electronic Support Service	X	X	X	X	X	X
Software On-Site Support					X	X
Systems Operations Review					X	X
Support Center Response Commitment						X

* Certain Support Services are only available during the PPM and/or may be limited during Off Hours as described in this Addendum.

UNISYS

Support Services Schedule

Agreement Number

14120010

Equipment Location US3804290264
 MCLENNAN COUNTY
 500 COLUMBUS AVE
 WACO, TX 76701-1324

Bill To Location US3804290065
 POTOMAC SYSTEMS
 7447 WHITEPINE RD
 RICHMOND, VA 23237-2261

Service Level
 (1) Mail-In
 (2) Advanced Exchange
 (3) Standard NBD
 (4) Standard 4HR
 (5) Business Critical 4HR
 (6) Business Critical 2HR

Contact Telephone number

Contact Telephone number

Email Address

Email Address

Initial Term 13 Months	Contemporaneous Ending	Annual rate increase cap (%) (3-year initial term or longer)
Billing Period Prepay	Support Service Commencement Date	01-Feb-2017

List of Products Applicable to this Agreement

Level	Product Style	Serial Number	Description <small>(Include vendor name and model if non Unisys product)</small>	Quantity	Monthly Service Warranty Upgrade			Monthly Support Services	
					Period	Unit Charge	Total Charge	Unit Charge	Total Charge
3	ALP451-2RK		Rackmount kit for ALP451,	1					
3	CS10-END		IOE Encryption Opt US	1					
3	CS10-OS9		Ops Sentinel Add-On Pkg	1					
	CS10-SPI		SYS MGT:SPO/ESE ASER I/F	1					
	SMS8000-SBE		SYS MGT:SPO BASIC EDITION MEDIA	1					
3	CSL10450-8		Image Enabler40/972	1					
3	CSP1040-C74		COBOL74 Compiler	1					
	CS10-C74		COBOL74 Compiler	1					
3	CSP1040-CTD		DEV AID:COBOL 74 TST/DBG	1					
	CS10-CTD		DEV AID:COBOL 74 TST/DBG	1					
3	CSP1040-RMP		Remote Print System	1					
	CS10-RMP		Remote Print System	1					
3	CSP1040-SDF		DEV AID:SCREEN DESIGN	1					
	CS10-SDF		DEV AID:SCREEN DESIGN	1					
3	CSS10450-8		IOE 40/972	1					
	CS10-MCM		MCP Core Media	1					
	CS10-CNN		IOE Common Network SW	1					
	CS10-CSU		IOE Common Platform (UL) SW	1					
	CSC1999-CAL		IOE CAL Unlimited	1					
	CS10450-PSS		IOE Platform Specific SW	1					
3	CSS10450-CP		IOE Comp Pkg 64 Bit Englis	1					
	WDE286408-LI		O/S:W2K8 x64 ENT ED E2E	1					
	CS10450-MVM		MCP Virtual Machine 64 Bit SW	1					
3	DSS500-ADM		FILE MGT:EOM DDA/WEBASST	1					
3	ES3561251-RAD		PERC 6/i SAS RAID Controll	1					

Charges

If Client is ordering Support Services for equipment which has a Monthly Service Warranty Upgrade Period ("Period"), the following applies. This Period is the number of months, if any, indicated for each item of equipment commencing (i) for the initial Order for Support Services for the equipment on the latest of the date the equipment is shipped by Unisys or Unisys accepts an Order for Support Services, and (ii) for renewals and extensions, on the anniversary of the Commencement Date of the initial Order for Support Services under (i) above. During any portion of this Period in which the ordered Support Services are in effect for the equipment, the then-applicable Monthly Service Warranty Upgrade charge will apply instead of the Monthly Support Services charge."

Page subtotal - Upgrade charges	Page subtotal - Monthly charges
\$	\$
Total Upgrade charges	Total monthly charges
\$	\$
Others	Others - Prepaid
\$	\$
Upgrade Grand Total	Grand Total
\$	\$

14120010

List of Products Applicable to this Agreement

Level	Product Style	Serial Number	Description <small>(Include vendor name and model if non Unisys product)</small>	Quantity	Monthly Service Warranty Upgrade			Monthly Support Services	
					Period	Unit Charge	Total Charge	Unit Charge	Total Charge
3	ES3599001-DSK		ES3000 HD Multi-Select	1					
3	ES3599001-PWC		ES3000 No Additional Power	1					
3	ES3599021-DSK		ES3000 73GB, 15K SAS 2.5 HP	10					
3	ES3599021-SMC		ES3000 iDRAC Enterprise	1					
3	EST35605-NBD		ES3560T 5YRS NBD	1					
	WJW33560-AD1		BASIC NBD PARTS,PET710,INIT,DD	1					
	WJW33560-AD2		ISG NBD PARTS,PET710,27 MO EXT,DD	1					
3	LM450-R1		SYS:Libra 450 Rack, 1 Quad	1					
	NOS3000-BLD		No Operating System	1					
	ES3599007-OPT		ES3000 OB,BCOM,GB,ENET NIC	1					
	ES3599011-CPU		ES3000 Single Processor Only	1					
	ES3599002-OPT		ES3000 Performance BIOS Setting	1					
	LM45028-LCP	512309873	Acc: LM450 Label - GOIS Tracking Style	1					
	SYS450-HNK		Acc: LM450 Trigger Stylee	1					
	ES3560021-DOC		Edocs and OpenManage DVD	1					
	ES3560221-PWR		1100 Watt Rdrnt Pwr Sply	1					
	ES3561031-SVR	JH2SLL1	ES3/3560T with up to 16 2.5in HDD (rack mo	1					
	ES3561521-CPU		X5560,2.8GHz,8M,XN,6.40GT/s	1					
	ES3599121-ODD		DVD+/-RW ROM, SATA, Internal	1					
	ES3561011-BZL		ES3/3560T Bezel	1					
	ES3560121-RCK		Slide Ready Rail,No CMA,Rck Co	1					
	ES3561011-CPU		ES3/3560T Single processor mounting kit	1					
	EST3172052-MEM		ES3000/350r 24GB,6X4GB,1333,2R RDIMM,1P,OP	1					
3	MSR3000421-AMF		RCK:42URLCD/SHF/USKBAM	1					
3	UMS6005-CAB	4V6F08440005	UMS6005-CAB, 500LPM LP WIT	1					
					Page subtotal - Upgrade charges			Page subtotal - Monthly charges	
					\$			\$	

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetez Gowan DEPUTY

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Jon Niermann, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

September 16, 2016

ACCEPTED BY COMMISSIONERS COURT
THIS 4 DAY OF OCT 2016
Scott M. Felton
COUNTY JUDGE

For
RECORDING

The Honorable Scott M. Felton, County Judge
C/O Mr. Luke Lammert, P.E., Assistant County Engineer
McLennan County
P.O. Box 648
Waco, Texas 76703

Re: McLennan County Phase II MS4 - Year 2 Annual Report Review
TPDES Permit Authorization No. TXR040106
(CN600900286; RN105506273)

Dear Judge Felton:

We have received the annual report for the McLennan County MS4 that was submitted on March 2, 2016, for the Year 2 reporting period for the above-referenced permit authorization. We have performed an administrative and technical review of this report. The annual report appears to include all of the required information and is considered complete.

For your reference, we have attached a copy of the checklist we utilized for this review. Please note that additional information may be requested in the future as part of an inspection or an audit to determine whether adequate progress is being made towards implementation of the approved municipal separate storm sewer system (MS4) Stormwater Management Program (SWMP).

If there are any differences between the approved SWMP and the information provided in this annual report or future reports, you must submit a Notice of Change (NOC) form (TCEQ-20392), as required by the Phase II MS4 General Permit (TXR040000).

The annual report is due within 90 days of each reporting year as specified in your Notice of Intent (NOI). The Texas Commission on Environmental Quality (TCEQ) has an annual report form (TCEQ-20561) available, and the MS4 operators must use the template when preparing and submitting subsequent reports (See Part IV.B.2 of the general permit). This will greatly assist us in reviewing the reports and will help to insure that you include all the required elements. The form is available at the TCEQ website at: https://www.tceq.texas.gov/search_forms.html. After you open the webpage scroll to *Current Form Search*. Enter 20561 in the box under *Form Number* and click on *Submit* to download the annual report form.

The Honorable Scott M. Felton, County Judge
Page 2
September 16, 2016

Please make sure to also forward a copy of your annual reports to your local TCEQ regional office. If we have asked you to make changes to the annual report during our review process, please submit the updated annual report to your local regional office.

Finally, please be aware that discharges of the pollutant(s) of concern to impaired water bodies for which there is a total maximum daily load (TMDL) implementation plan are not eligible for coverage under the Phase II MS4 General Permit unless they are consistent with the approved TMDL and the associated implementation plan. Permitted MS4 operators must incorporate the limitations, conditions and requirements applicable to their discharges, including monitoring frequency and reporting required by TCEQ rules, into their SWMP in order to continue to be eligible for coverage under the general permit. If the discharge is no longer eligible for coverage under the Phase II MS4 General Permit, then the MS4 operator would be required to apply for and receive an individual TPDES permit.

If you have any questions about the information in this letter, please do not hesitate to contact Mr. Dan Siebeneicher of the Stormwater & Pretreatment Team at (512) 239-4749.

Sincerely,



Dan Siebeneicher, Permit Writer
Stormwater & Pretreatment Team (MC-148)
Water Quality Division
Texas Commission on Environmental Quality

Attachment: Review Checklist

ERD/VL/fc

MS4 Phase 2 Annual Report Checklist

Authorization Number: TXR040106

Annual Reporting Year: 2

Reporting year is based on:

Calendar year: __, **Permit year:** X, **Fiscal Year:** __

Reporting period beginning and ending dates:
12/13/14-12/12/15

Last day of fiscal year: _____

Permittee(s): McLennan County

<i>Check if Additional Information Is Required</i>	<i>Indicate Yes, No, or NA</i>		
		I.	SWMP Overview
		A.	Signature and Certification:
YES	1.		Does the signature meet the requirements of 30 TAC Section 305.128? <i>For a municipality, state, federal, or other public agency, the report must be signed by either a principal executive officer or a ranking elected official, or by a person who has been properly authorized.</i>
YES	2.		Does the report include the following certification statement? "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."
N/A	3.		For a shared SWMP, is this a system-wide annual report that includes all permittees?
N/A	4.		If yes, did all permittees sign the report and were all of the above signatory requirements were met?
NO	5.		If applicable, does the report indicate that the permittee is relying on another entity/ies to satisfy some of its permit obligations?
YES	6.		Did the permittee submit a copy of the annual report or cc: the TCEQ regional office?
		II.	SWMP Implementation
YES	A.		Does the report include information on the status of compliance with permit conditions?
YES	B.		Does the report include an assessment of the effectiveness of the identified BMPs?
YES	C.		Does the report include information on progress towards reducing the discharge of pollutants to the maximum extent practicable (MEP)?
YES	D.		Does the report include a summary of the results of any information (including monitoring data) that was collected and analyzed to assess the success of the SWMP at reducing the discharge of pollutants to the MEP?

YES	E.	Does the report list the measurable goals for each Minimum Control Measure (MCM)?
NA		<i>If no, explain what is missing:</i>
YES	F.	Does the report evaluate the success of implementing all of the measurable goals?
NA		<i>If no, explain what is missing:</i>
N/A	G.	If applicable, does the report include the status of any additional control measures implemented by the permittee?
III. Impaired Waterbodies		
N/A	A.	If applicable, does the report include a summary of any activities taken to address discharges to impaired waterbodies, including any sampling results and a summary of the small MS4s BMPs used to address the pollutant of concern?
N/A	B.	If applicable, does the report describe the implementation of targeted controls if the MS4 discharges to an impaired waterbody with an approved TMDL?
N/A	C.	If applicable, does the report include the benchmark value and assessment activities?
N/A	D.	If applicable, does the report include an analysis of how the BMPs will be effective in contributing to achieving the benchmark value?
N/A	E.	If applicable, does the report include focused BMPs to address the impairment?
N/A	F.	If applicable, does the report include the progress in achieving the benchmark?
IV. Construction:		
YES	A.	Does the report include the number of construction activities (other than those where the permittee was the operator) that occurred within the regulated area?
NO	B.	Does the permittee utilize the 7th MCM? If yes, answer a. and b. below:
N/A	1.	Does the report include the number of municipal construction activities?
N/A	2.	Does the report include the total number of acres disturbed for municipal construction projects?
V. SWMP Revisions		
NO	A.	Does this report include any proposed changes to the SWMP in the coming reporting year?
		<i>If yes:</i>
N/A	1.	Does the annual report indicate that a notice of change (NOC) was submitted?
N/A	2.	If no, was the SWMP approved before the date that the annual report was submitted?
N/A	3.	Is additional review required to determine if changes can be approved?
VI. Next Permit Year		
YES		Does the annual report include a summary of the storm water activities that the permittee plans to undertake during the next permit year?

Additional Comments: Page 10 states no construction sites 1 acre or larger were approved, and no NOIs filed.

Reviewed by: E. Dickinson 04/05/2016

Revised February 17, 2015

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetez Gowan DEPUTY

**ORDER APPROVING PAYMENT OF FINANCIAL OBLIGATIONS
AND AUTHORIZING THE COUNTY TREASURER TO PAY
COUNTY CHECKS OCTOBER 3, 2016**

On this the 4 day of October, 2016, came on for consideration the matter of approving payment of Financial Obligations and authorizing the County Treasurer to pay County Checks for October 3, 2016. Commissioner Perry made a motion to approve and it was seconded by Commissioner Gibson. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Financial Obligations and Authorization of the County Treasurer be, and the same is hereby, approved by unanimous vote.

Order of the Commissioners' Court of McLennan County

In accordance with Local Government Code Section 113.041(a), the Commissioners Court of McLennan County hereby directs the County Treasurer to release the checks to liquidate the obligations of McLennan County, Texas represented by the claims supporting the following checks, drawn on the McLennan County Treasury.

Date Checks will be Printed	Number of Invoices	Total Amount of Invoices
10-03-16	510	\$1,468,844.43
E100316	122	\$76,814.31
GRAND TOTAL	632	\$1,545,658.74

Approved and ordered by the McLennan County Commissioners Court

on this the 4th day of OCTOBER, 2016

Scott M. Felton
County Judge

FILED: OCT 04 2016

J.A. "ANDY" HAWWELL, County Clerk
McLennan County, Texas
By Myrcatorz Gowan DEPUTY

ORDER APPROVING TRAVEL AND EDUCATION REQUESTS:

TREASURER'S OFFICE

AND

COUNTY SHERIFF

On this the 4 day of October, 2016, came on for consideration the matter of Travel and/or Education Requests / Ratifications: Treasurer's Office and County Sheriff. Commissioner Perry made a motion to approve and it was seconded by Commissioner Gibson. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Travel Requests be, and the same are hereby, approved by unanimous vote.



WACO, TEXAS

Bill Helton
McLennan County Treasurer
County Records Building
215 North 5th Street
Suite 226
Waco, TX 76701-1361
254-757-5020 (phone)
254-759-2832 (fax)

Date: Tuesday, September 20, 2016

To: McLennan County Commissioners Court

From: Bill Helton McLennan County Treasurer

Re: FY 2017 Blanket Travel Request

Please authorize Bill Helton and/or Lindy Amaro travel during FY 2017 to attend continuing education training and investment training and related meetings. These events are hosted by the Texas Association of Counties or County Treasurers Association of Texas.

Reimbursement is requested for registration fees, lodging, mileage, meals, and parking and any other necessary travel expenses in accordance with McLennan County Policies.

Thank You for your approval.

Bill Helton

APPROVED BY COMMISSIONERS COURT
THIS 4 DAY OF OCT 2016
Scott M. Helton
COUNTY JUDGE

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetez Gowan DEPUTY



McLennan County, Texas Out of County Travel Request Form

Department: SHERIFF'S OFFICE

Conference/Training: Advanced Undercover Techniques & Survival

Purpose: TRAINING

Destination: Daytona Beach, FL

From Date: 4/3/2017 To Date: 4/7/2017

Traveling Employees:
Hunter Herring
Ben Toombs

Registration fee: \$495.00 per person X 2 = \$990

This request includes (please check all that apply):

Lodging (include rate below) Mileage Reimbursement Other:
Parking (include rate below) Meal Reimbursement Other:

Hotel room rate: _____ per night
 Check if applicable: Conference/Host Hotel rate exceeds County Travel Policy rate of \$100 per night; request reimbursement of Conference/Host Hotel rate

Hotel parking rate: _____ self park rate per night parking rate is valet; self park is not available

Budget:

Fund	Deptid	Account	Project
1	245600	619102	

Additional Comments:
(Please include any other anticipated expenses with detailed amounts if possible)
(Examples include: tolls, taxi, rental car, airfare, airport parking, etc.)

Department Authorization:
Sgt. Brian Kevs

Commissioners Court Approval:
APPROVED BY COMMISSIONERS COURT
THIS 4 DAY OF OCT 2016
Scott M. Felton
COUNTY JUDGE

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetez Gowan DEPUTY

REMAINS LIFTED:

**AUTHORIZATION RE: BURN BAN IN THE
UNINCORPORATED AREAS OF MCLENNAN COUNTY**

On this the 4 day of October, 2016, came on for consideration the matter of Authorization re: Burn Ban in the Unincorporated Areas of McLennan County. Commissioner Perry made a motion to keep burn ban lifted and it was seconded by Commissioner Gibson. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorizations re: Burn Ban in the Unincorporated Areas of McLennan County be, and the same is hereby, approved by unanimous vote.

FINAL PLAT OF
"SOUTH FORK OAKS ADDITION, LOT 1, BLOCK 2"
TO MCLENNAN COUNTY
PRECINCT 3

On this the 4th day of October 2016 there came before the Commissioners Court the matter of approving the final plat of land being "SOUTH FORK OAKS ADDITION, LOT 1, BLOCK 2" to McLennan County, Texas according to the plat of said addition submitted by Brent Taylor, RPLS.

Upon motion being made by Commissioner Perry, seconded by Commissioner Gibson and duly passed, said subdivision plat was approved. Approval of the plat does not constitute any obligation on the part of the County for maintenance of any improvements.

APPROVED BY COMMISSIONERS COURT
THIS 4 DAY OF OCT 2016
Scott M. Felton
COUNTY JUDGE

FINAL PLAT OF
"SOUTH FORK OAKS ADDITION, LOT 3, BLOCK 1"
TO MCLENNAN COUNTY
PRECINCT 3

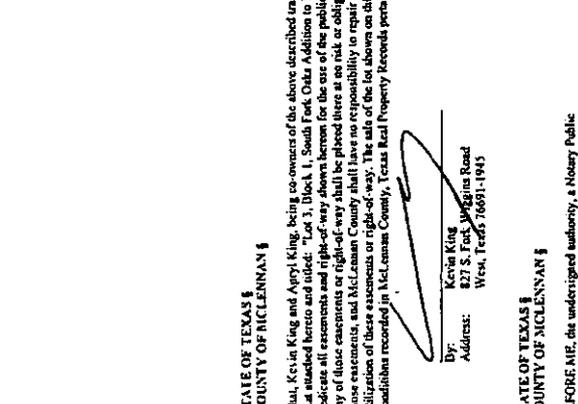
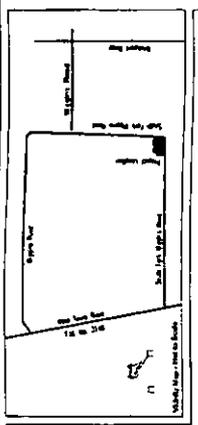
On this the 4th day of October 2016 there came before the Commissioners Court the matter of approving the final plat of land being "SOUTH FORK OAKS ADDITION, LOT 3, BLOCK 1" to McLennan County, Texas according to the plat of said addition submitted by Brent Taylor, RPLS.

Upon motion being made by Commissioner Perry, seconded by Commissioner Gibson and duly passed, said subdivision plat was approved. Approval of the plat does not constitute any obligation on the part of the County for maintenance of any improvements.

APPROVED BY COMMISSIONERS COURT

THIS 4 DAY OF OCT 2016

Scott M. Felton
COUNTY JUDGE



STATE OF TEXAS
COUNTY OF MCLENNAN

That, Kevin King and Apyl King, being co-owners of the above described tract and wishing to subdivide same into lot and block, do hereby adopt the plat attached hereto and titled: "Lot 3, Block 1, South Fork Oaks Addition to McLennan County, Texas," as our legal subdivision of same. We do hereby dedicate all easements and right-of-way shown hereon for the use of the public and for the purposes herein stated. Any private improvements placed in any of those easements or right-of-way shall be placed there at no risk or obligation to the public or McLennan County, unless for the public, to build those easements, and McLennan County shall have no responsibility to repair or replace such improvements if they are damaged or destroyed in the utilization of these easements or right-of-way. The sale of the lot shown on this plat shall be made in accordance therewith, subject to all restrictions and conditions recorded in McLennan County, Texas Real Property Records pertaining to this subdivision.

By: *Kevin King*
Kevin King
827 S. Fork Wiggins Road
West, Texas 76691-1945

By: *Apyl King*
Apyl King
827 S. Fork Wiggins Road
West, Texas 76691-1945

STATE OF TEXAS
COUNTY OF MCLENNAN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Kevin King, known to me to be the person whose name is subscribed to the foregoing instrument and that he acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15 day of September, 2016.

Sherrie Carter
Sherrie Carter
Notary Public, State of Texas
My Commission Expires
August 12, 2018

STATE OF TEXAS
COUNTY OF MCLENNAN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Apyl King, known to me to be the person whose name is subscribed to the foregoing instrument and that he acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15 day of September, 2016.

Sherrie Carter
Sherrie Carter
Notary Public, State of Texas
My Commission Expires
August 12, 2018

I hereby certify that the attached and foregoing plat and field notes of "Lot 3, Block 1, South Fork Oaks Addition to McLennan County, Texas" was approved by the McLennan County Commissioners Court on this the 15 day of September, 2016, such approval not to be construed as an obligation on the part of the County for the construction and/or maintenance of any road(s) or other improvements shown thereon.

McLennan County Commissioner
By: *Scott M. Felton*
Scott M. Felton
McLennan County Judge

STATE OF TEXAS
COUNTY OF MCLENNAN

I, the undersigned Brent M. Taylor, a Registered Professional Land Surveyor in the State of Texas, hereby certify, to the best of my professional knowledge, that this plat is true and correctly made under my supervision and is in compliance with requirements for land surveys in the State of Texas.



Brent M. Taylor, RPLS No. 6294 Date: September 15, 2016 No. Schedules: 0 Pro-Keel: 0
Client: Kevin King Date: September 15, 2016
Drawn By: 0 © 2016 Brent M. Taylor, RPLS

Southwest Quarter of Section 39 of the University Lands
Lot 2, Block 1
South Fork Oaks Addition
2016018662 OPRMCT

Lot 3, Block 1
3.537 ACRES
Kevin King & Apyl King
20040037664 OPRMCT

Part of
Feigun Survey
No. 1172
H. F.

ENS. BEARING DISTANCE
11 N 89°09'48" E 91.19
12 N 79°03'07" W 117.58
13 S 89°09'48" E 91.19
14 S 89°09'48" E 91.19
15 S 89°09'48" E 91.19
16 S 89°09'48" E 91.19
17 S 89°09'48" E 91.19
18 S 89°09'48" E 91.19
19 S 89°09'48" E 91.19
20 S 89°09'48" E 91.19

Point of Beginning
HAD AL. Texas Central Zone
N: 10610916.58
E: 3796601.91

Bearings are based on Grid North - NAD83, Texas Central Zone. All distances and areas are true to ground.

1. Water will be provided by Ross Water Supply Corp. CON No. 11268
2. Electricity provided by VECO Elec.
3. School District: West ISD.
4. Proposed land usage is Residential
5. Total acreage: 4.081 ac.
1 Line - Lot 3, 3.537 ac.
Acreage Dedicated to ROW - 0.537 ac.

Based on what can be located from the plat(s) shown on F.I.R.M. Community-Parcel No. 4 83950225 C. dated September 28, 2008, this tract appears to be within "Zone 2". As noted in the map legend, "Zone 2" is indicated to be an area "determined to be suitable for U.S. Forest Service management." This Flood Statement does not imply that any tract will receive flood, nor does it ensure any safety on the surveyor in the event that it does flood.

LEGAL DESCRIPTIONS:
BEING a 4.081 acre, more or less, tract of land in the Southwest Quarter of Section 39 of the University Lands in the 11th E. Ferguson Survey, No. 1172, in McLennan County, Texas, being all of a certain tract of land called 47,402 acre tract conveyed to Kevin King & Apyl King by deed recorded as Clerk's File No. 20040037664 OPRMCT, McLennan County, Texas OPRMCT. This tract is described by metes and bounds, as follows:
BEGINNING at a 127' iron rod found at the southeast corner of the 47,402 acre tract as a bend in South Fork Wiggins Road;
THENCE S 89°09'48" W a distance of 587.77 feet along the center of South Fork Wiggins Road and the south line of said 47,402 acre tract conveyed to Charles M. King, et al. by deed recorded in Volume 1011, Page 136 of the Deed Records of McLennan County, Texas (DRMCT);
then in a straight line to the southwest corner of this at a common corner of the remainder tract of a called 70,114 acre tract conveyed to Charles M. King, et al. by deed recorded in Volume 1011, Page 136 of the Deed Records of McLennan County, Texas (DRMCT);
THENCE with the common line of said 47,402 acre tract and said Charles M. King remainder tract: N 77°56'17" W a distance of 206.91 feet to a 1/2" iron rod found for a bend at the base of a 6" cedar post, and N 60°09'49" E a distance of 92.19 feet to a 1/2" iron rod found for an inside "H" corner of this, and N 79°03'07" W a distance of 112.56 feet to a cedar post found for the northwest corner of this at the southwest corner of Lot 2, Block 1, South Fork Oaks Addition - plat recorded as Clerk's File No. 2016018662 of the OPRMCT;
THENCE N 77°56'17" W said Lot 2, passing a 1/2" iron rod found for its southeast corner at 458.12 feet east continuing for a total distance of 483.12 feet to a 60d nail found in asphalt along the center of South Fork Wiggins Road,
THENCE S 89°09'48" E a distance of 329.75 feet with the center of South Fork Wiggins Road to the POINT OF BEGINNING.

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By: *Myroslaw Gowan DEPUTY*

FINAL PLAT OF
"RIVERCREST ESTATES ADDITION, PART TWO, LOTS 113-115, BLOCK 7"
TO McLENNAN COUNTY, TEXAS
PRECINCT 4

On this the 4th day of October 2016 there came before the Commissioners Court the matter of approving the final plat of land being "RIVERCREST ESTATES ADDITION, PART TWO, LOTS 113-115, BLOCK 7" (being a replat of lots 2-9, block 7) to McLennan County, Texas according to the Plat of said addition submitted by 1519 Surveying, LLC.

Upon motion being made by Commissioner Perry, seconded by Commissioner Gibson and duly passed, said subdivision plat was approved by the Court. Approval of the plat does not constitute any obligation on the part of the County for maintenance of any improvements.

APPROVED BY COMMISSIONERS COURT
THIS 4 DAY OF OCT 2016
Scott M. Felton
COUNTY JUDGE

DESCRIPTION

STATE OF TEXAS
COUNTY OF MCLENNAN

BEING all that part of land in McLennan County, Texas, being all of Lots 2, 9 in Block 7 of the Rivercrest Estates Addition, Part Two as shown on the plat recorded in Volume 1034, Page 288 of the Deed Records of McLennan County, Texas, Lots 304, Block 7 being described as a deed to Jason McKinn as recorded in McLennan County Clerk's Document M.C.C.D. 2010001807 of the Official Public Records of McLennan County, Texas (01/19/2010) and Lot 2 being described in a deed to Jason McKinn as recorded in M.C.C.D. 2010022801 of the O.P.R.M.C.T., and being further described as follows:

BEGINNING at a 5.8 north-south line of the northeast corner of said Lot 6, being in the south right of way line of Rivercrest Road at its intersection with the east right of way line of Freedman Drive, being the beginning of a curve to the right;

THENCE with the south right of way line of Rivercrest Road, with said curve to the right, having a radius of 1724.55 feet and a chord of North 76 degrees 59 minutes 12 seconds East, 684.17 feet, an arc distance of 480.04 feet to a 5.9 north-south line of said Lot 2;

THENCE North 88 degrees 40 minutes 20 seconds East, with the common line of said Lot 2 and Rivercrest Road, 191.88 feet to a 5.8 north-south line of said Lot 2 and Lot 9 and the northwest corner of said Lot 2;

THENCE South 03 degrees 03 minutes 53 seconds East, with the common line of said Lot 2 and Lot 1, 266.46 feet to a 17.2 north-south line of said Lot 2 for the common south corner of said Lot 2 and Lot 1, and the north corner of that called 5.972 acre tract of land described in a deed to Carolyn Attkisson as recorded in M.C.C.D. 2010082511 of the O.P.R.M.C.T.

THENCE with the common line of said Block 7 and 5.972 acres the following 3 bearings and distances:

South 46 degrees 31 minutes 28 seconds West, 198.77 feet to a 17.2 north-south line with cap stamped TNCE 49125.1127 found for an angle point;

South 34 degrees 57 minutes 13 seconds West, 167.41 feet to a 17.2 north-south line of said Lot 2 and Lot 3;

South 33 degrees 22 minutes 23 seconds West, 79.79 feet to a 1.2 north-south line with cap stamped 1319 SURVEYING found for the south corner of said Lot 2, being a north line of Lot 10 in said Block 7;

THENCE North 44 degrees 56 minutes 02 seconds West, with the common line of said Lot 3 and Lot 10, 35.52 feet to a 1.2 north-south line of said Lot 9 and Lot 10;

THENCE South 86 degrees 42 minutes 10 seconds West, with the common line of said Lot 9 and Lot 10, 463.73 feet to a 3.8 north-south line of said Lot 9 and Lot 10, being in the east right of way line of Freedman Drive from which a 3.8 north-south line of said Lot 10 bears South 02 degrees 06 minutes 23 seconds East, 99.47 feet;

THENCE North 03 degrees 58 minutes 11 seconds West, with the common line of said Block 7 and Freedman Drive, 506.29 feet to the Point of Beginning, containing 8.761 acres of land

Bearings based on Grid North, State Plane Coordinate System, NAD83, Texas Central Zone.

THE STATE OF TEXAS
COUNTY OF MCLENNAN

That I (We), Jason McKinn, being the owner(s) of the property described above and wishing to subdivide same into lots and blocks, do hereby adopt this plat attached hereto and subdivide the same into lots and blocks, to-wit: BLOCK 7, PART TWO, LOTS 115-118, BLOCK 7 to McLennan County, Texas, as my final legal subdivision of same and do hereby declare all rights-of-way and easements shown hereon to be for the public forever. Any private easements shown on this plat shall be subject to the same terms and conditions as the public and McLennan County and the County shall have no responsibility to repair or replace such easements if they are damaged or destroyed in the installation of these rights-of-way and easements. The sale of the lots shown on this plat shall be made subject to the restrictions and conditions recorded in the Texas Real Property Records of McLennan County pertaining to said subdivision.

Jason McKinn
177 Orinshell Circle
Valley Mills, Texas 76789

STATE OF TEXAS
COUNTY OF MCLENNAN

Before me, the undersigned authority, Notary Public in and for the State of Texas, on this day personally appeared, Jason McKinn, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacities therein stated.

Given under my hand and seal of office this 18th day of _____, 2016.

Notary Public in and for the State of Texas
My Commission Expires _____

FILED: OCT 04 2016
J.A. AUSTIN, Notary Public
R.P.L.S. No. 0112

By Myroslaw Gowin Deputy

STATE OF TEXAS
COUNTY OF MCLENNAN

Before me, the undersigned authority, Notary Public in and for the State of Texas, on this day personally appeared, J. Mark McKinn, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacities therein stated.

Given under my hand and seal of office this 18th day of _____, 2016.

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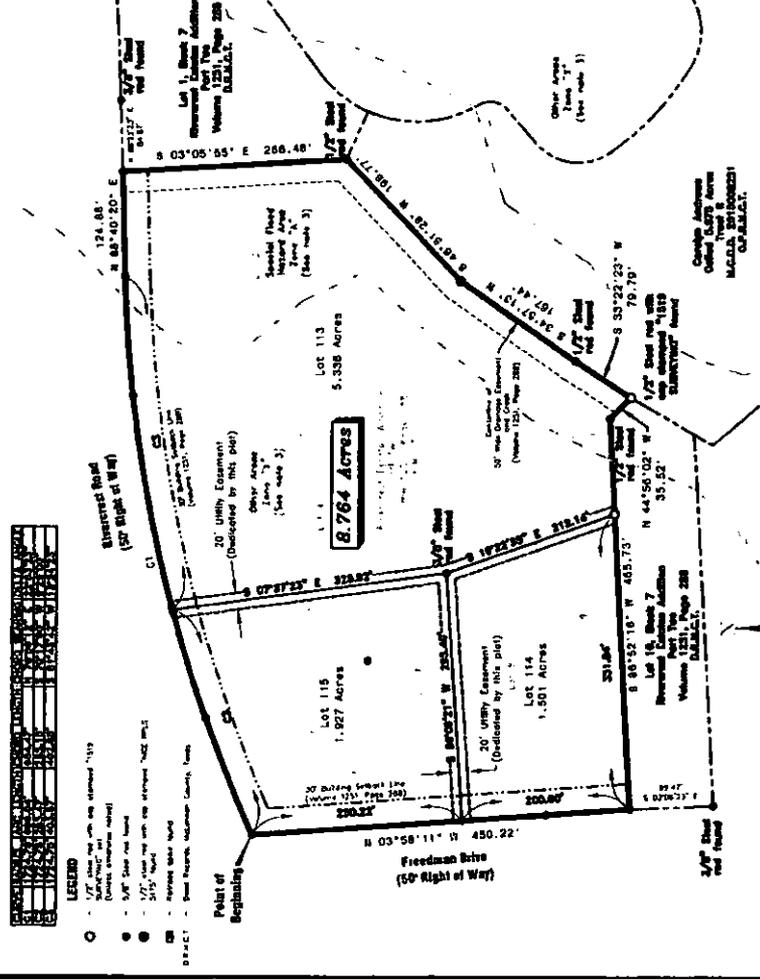
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STATE OF TEXAS
COUNTY OF MCLENNAN

The Court went to item H. 7. Authorization of Interlocal Cooperation Agreement: City of Gholson (re: Wesley Chapel and Hamilton Drive Road Work).

ORDER APPROVING:

**AUTHORIZATION OF INTERLOCAL COOPERATION AGREEMENT:
CITY OF WACO (RE: EMERGENCY OPERATIONS CENTER)**

On this the 4 day of October, 2016, came on for consideration the matter of Authorization of Interlocal Cooperation Agreement: City of Waco (re: Emergency Operations Center). After discussion, Commissioner Perry made a motion to approve H. 7. and it was seconded by Judge Felton. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Jones and Commissioner Perry with Commissioner Gibson abstaining. It is ordered by the Court that said Authorization be, and the same is hereby, approved by majority vote.

The Court went to item K. 2. Re: the Texas Department of Public Safety / Texas Division of Emergency Management (DPS/TDEM) Public Assistance Grant 4223 Award Letter for FEMA Project Number PA-06-TX-4223-PW02045: Authorization of Public Assistance Time Extension Request (re: Blue Bluff Road Bridge Damage).

ORDER APPROVING:

**AUTHORIZATION OF PUBLIC ASSISTANCE TIME EXTENSION REQUEST
(RE: BLUE BLUFF ROAD BRIDGE DAMAGE):**

**RE: THE TEXAS DEPARTMENT OF PUBLIC SAFETY / TEXAS DIVISION OF
EMERGENCY MANAGEMENT (DPS/TDEM) PUBLIC ASSISTANCE GRANT
4223 AWARD LETTER FOR FEMA PROJECT NUMBER
PA-06-TX-4223-PW02045**

On this the 4 day of October, 2016, came on for consideration the matter Regarding the Texas Department of Public Safety / Texas Division of Emergency Management (DPS/TDEM) Public Assistance Grant 4223 Award Letter for FEMA Project Number PA-06-TX-4223-PW02045: Authorization of Public Assistance Time Extension Request (re: Blue Bluff Road Bridge Damage). After discussion, Commissioner Gibson made a motion to approve the Time Extension Request and it was seconded by Commissioner Snell. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

The Court went to item M. 3. Greater Waco Chamber of Commerce: Monthly Economic Development Report, August 2016.

ORDER ACCEPTING:

MONTHLY ECONOMIC DEVELOPMENT REPORT, AUGUST 2016:
GREATER WACO CHAMBER OF COMMERCE

On this the 4 day of October, 2016, came on for consideration the matter of Greater Waco Chamber of Commerce: Monthly Economic Development Report, August 2016. After discussion, Commissioner Snell made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Report be, and the same is hereby, accepted by unanimous vote.



Received

SEP 19 2016

McLennan County Judge

September 21, 2016

Judge Scott Felton
County Judge
McLennan County
Waco, Texas

Re: Monthly Economic Development Report
August

Dear Judge Felton:

We are attaching a copy of the Chamber's August Economic Development report for you and the Commissioners.

We are encouraged by our work together.

With regards,

Matthew T. Meadors
President/CEO
Greater Waco Chamber of Commerce

Enclosure

cc: Lester Gibson
Will Jones
Ben Perry
Kelly Snell

ACCEPTED BY COMMISSIONERS COURT
THIS DAY OF SEP 2016 *FOR RECORDING*
Scott M. Felton
COUNTY JUDGE



Economic Development
 Business Attraction and Expansion Report
 Report for 8/1/2016-8/31/2016

Completed projects/announcements year-to-date						
Company	Industry	Announced	Employment	Sq.Ft.	Investment	
Allergan	Manufacturing	Apr-16	75	322,000	\$200.00	
Polyglass USA	Manufacturing	Apr-16	40	145,000	\$19.33	
Central Tube & Bar	Manufacturing	Apr-16	20	37,000	\$2.00	
Channel Control Merchants, LLC	Distribution	May-16	116	200,000	\$1.05	
Let's Gel	Manufacturing	May-16	15	-	\$0.60	
GloPak USA	Distribution	Jul-16	0	1,000	-	
TOTAL			266	705,000	\$222.98	
GOAL			500	500,000	\$80.0	
% of GOAL			53%	141%	279%	
In the past 30 days (May include multiple visits per company)			30 days	YTD	Goal	% of goal
Number of attraction inquiries			15	168	155	108%
Number of proposals and/or site plan submitted			22	96	120	80%
Number of on-site attraction visits			5	43	50	86%
Number of business retention visits			15	73	100	73%
Number of business assistance requests			14	46	90	51%
Number of marketing trips/corporate real estate events/ trade shows			0	23	50	46%
Current active attraction projects (Acres not included in Sq. Ft. total/building only)						
Project Name	Industry	Active Date	Employment	Sq.Ft.	Investment (Mil)	
Project Value	Manufacturing	Feb-12	300	150,000	\$ 80.00	
Project Mend	Healthcare	Dec-13	100	74,000	\$ 16.60	
Project Corrective	Distribution	Jan-14	150	125,000	\$ 7.00	
Project Therapy	Prof. Service	Jan-14	80	25,000	TBD	
Project Desk	Prof. Service	Mar-14	300	30,000	\$ 2.50	
Project Subzero	Distribution	Apr-14	60	145,000	\$ 10.00	
Project Hercules	Manufacturing	Jul-14	100	100,000	TBD	
Project JJ	Manufacturing	Jun-14	70	150,000	\$ 18.00	
**Project Reo	Manufacturing	Aug-14	100	100,000	\$ 115.00	
Project Seal	Manufacturing	Jan-15	30	100,000	\$ 10.00	
Project Torch	Manufacturing	Mar-15	100	35,000	\$ 4.00	
Project Dial	Prof. Service	May-15	300	TBD	TBD	
Project Shelter	Manufacturing	Jun-15	50	25,000	TBD	
Project Angus	Manufacturing	Sep-15	40	15,000	\$ 1.50	
Project Renew	Manufacturing	Dec-15	1	TBD	\$ 18.00	
Project Golden Chariot	Distribution	Feb-16	800	1,000,000	\$ 120.00	
Project Telephone Call	Prof. Service	Mar-16	100	25,000	\$ 2.00	
Project Cover	Manufacturing	Jun-16	40	50,000	TBD	
New active projects (Acres not included in Sq. Ft. total/building only)						
Project Tone	Prof. Service	Aug-16	250	35,000	\$ 2.00	
Current active expansion projects (Acres not included in Sq. Ft. total/building only)						
Project Grille	Manufacturing	Sep-14	-	60,000	\$ 0.75	
Project Inspire	Manufacturing	Sep-10	128	100,000	\$ 11.70	
Project Steward	Prof. Service	Aug-11	100	20,000	\$ 1.00	
Project Luxury	Manufacturing	Oct-11	-	60,000	TBD	
**Project Foundation	Manufacturing	Nov-11	15	10,000	\$ 11.50	
Project Build	Aerospace	Jan-12	1,000	-	\$ 50.00	
Project Diez	Logistics	Apr-12	-	120,000	TBD	
**Project Lift	Aerospace	Apr-12	576	90,000	\$ 15.00	
Project Once	Logistics	Sep-12	60	200,000	\$ 70.00	
Project Ones	Manufacturing	Mar-13	25	22,500	\$ 1.30	
Project Telescope	Manufacturing	Dec-13	15	73,000	\$ 2.50	
**Project Blackhawk	Distribution	Feb-14	25	200,000	\$ 42.90	
**Project Roll	Manufacturing	May-14	TBD	TBD	\$ 5.00	
Project Element	Manufacturing	Oct-14	10	213,000	\$ 11.45	
**Project Grohl	Manufacturing	Sep-14	56	10,000	\$ 2.00	
Project Shell	Manufacturing	Sep-14	TBD	120,000	\$ 18.00	
Project NextGen	Aerospace	Feb-15	180	50,000	TBD	
**Project Atlas 5	Manufacturing	Jul-15	-	-	\$ 28.00	
Project Barrel	Distribution	Jun-16	-	50,000	-	
Closed projects in the past 30 days						
Total			5161	3,532,500	\$ 677.70	

Economic Development
Business Retention and Expansion On-Site Visits Jan-Dec 2016

No.	NAME OF FIRM	CONTACT/TITLE	INTERVIEWED BY	DATE	TYPE OF BUSINESS
73	TRANE	Greg Groves- Plant Controller	Lunde, Stevens	8/30/16	Manufacturing
72	Care Net Pregnancy Center	Deborah McGregor- Executive Director	Lunde	8/29/16	Healthcare
71	Focus Behavioral Associates	Lisa Fuentes- Executive Director	Lunde, Snell	8/25/16	Healthcare
70	Planned Parenthood	Stephanie Mabry- Director of Development	Lunde	8/23/16	Healthcare
69	Allergy and Asthma Center	Jerry Gersbach- Administrator	Lunde	8/23/16	Healthcare
68	Englander DzignPak	Hal Whitaker- President	Lunde, Meadors, Stevens	8/22/16	Manufacturing
67	Kelly's Delight		Richter	8/19/16	Manufacturing
66	Frazier Sports	Tracy Saul- President	Lunde	8/19/16	Supply Chain/Logistics
65	Gross Yowell & Co	Bob Gross- Vice President	Lunde, Stevens, Fisseler	8/18/16	Logistics
64	ESCO Industries of Texas	Ernie Young- General Manager	Lunde	8/12/16	Manufacturing
63	OTR Wheel Engineering	Jimmy Yarborough- Facility Manager	Lunde	8/4/16	Supply Chain
62	Bethany Home Healthcare Services	Imini Johnson- Administration/Director	Lunde	8/3/16	Healthcare
61	Space X	Alma Walzer- Government and Business Affairs	Lunde, Attas, Zorn, Stevens	8/1/16	Aerospace and Aviation
60	Parsons Roofing	Laura Velez- Marketing Director	Lunde	8/1/16	Manufacturing
59	BSR Cable Park	Laura Velez- Marketing Director	Lunde	8/1/16	Entertainment
58	KCEN- HD	Gayle Kiger- General Manager	Lunde	7/22/16	Media
57	Domtar Personal Care	Greg Linscott- Plant Account Manager	Lunde, Stevens, Zorn	7/20/16	Manufacturing
56	Darden Building Materials	Ross Darden- Owner	Lunde, Stevens	7/18/16	Supply Chain
55	Clarke Products	Terry Harris	Lunde, Stevens, Zorn	7/15/16	Manufacturing
54	True Blue Inc	Connie Menchaca- Manager	Lunde, Snell	7/14/16	Staffing Agency
53	The Exchange AAFES	Bryan Ed- Distribution Center Manger	Lunde, Stevens, Zorn	7/12/16	Logistics
52	Blue Bell Creameries	Langston Hengst- Branch Manager	Lunde, Meadors, Stevens	7/6/16	Logistics
51	Cargill Turkey and Cooked Meats	Leon Fletcher- General Manager	Lunde, Meadors, Stevens, Zorn	6/29/16	Manufacturing

50	L-3 Platform Integration	Joel Cross- VP- Operations, Patrick Penland- VP Transport Programs, Russ Fatum- VP Labor Relations	Lunde, Meadors, Stevens, Zorn, Fisseler	6/27/16	Aviation Aerospace
49	Time Warner Cable	Dina Marinez- Account Executive	Lunde	6/24/16	Professional Services
48	Texas Life Insurance	Steve Cates- President/CEO	Lunde, Barefield	6/23/16	Professional Services
47	American Airlines	Sue Holgersson- General Manager	Lunde	6/23/16	Aviation/Transportation
46	KWKT	Chris Pruitt- General Manager & Vice President	Collins, Lunde, Martinez	6/20/16	Professional Services
45	Profiles International	Jeff Sugerman- Executive Vice President	Collins	6/16/16	HEADQUARTER VISIT
44	PALS Home Health	Sunny Deeds, VP; Tyler Martin- Chief Financial Officer ; Natasha James- President	Lunde	6/16/16	Healthcare
43	Behlen Country	Kevin Foss- Plant Manager	Lunde, Stevens, Smith	6/8/16	Manufacturing
42	Balcones Distilling	Keith Bellinger- President	Lunde, Deaver, Stevens, Zorn, Fisseler	6/3/16	Manufacturing
41	Management Service for Doctors	Jimmy Miller- Partner	Lunde, Meek	5/23/16	Professional Services
40	Texas Energy Aggregates	T.J. Ermoian- President	Lunde	5/20/16	Professional Services
39	SC2 Inc	Mike McGinty- Facility Manager	Lunde, Zorn, Stevens	5/19/16	Logistics
38	Yusen Logistics	Theresa Jordan- Manager Operations Senior	Lunde	5/10/16	Logistics
37	Green Fiber	Dennis Moran- Plant Manager	Lunde	5/5/16	Manufacturing
36	The Wallace Group	Bob Wallace- President	Lunde, Morris	5/5/16	Professional Services
35	DuPuy Oxygen & Supply	Virginia DuPuy- President	Lunde, Zorn, Stevens, Kinnaid, Fisseler	5/4/16	Professional Services
34	Boulder Designs	Butch Mogavero- Owner	Lunde	5/4/16	Professional Services
33	Marathon Norco	Sergio Rodriguez- President	Lunde, Zorn	5/2/16	Aerospace
32	Scholastic Book Fairs	Kelly Marrison- Regional Sales Manager	Lunde, Snell	4/28/16	Professional Services
31	Con Way Freight	Jeff Smith- GM	Lunde, Snell	4/27/16	Supply Chain Management - Logistics
30	Blackhawk Modifications	Lynnette Allmon- Vice President	Lunde	4/27/16	Aviation - Engine Modifications
29	Providence Healthcare Network	Brett Esrock- President/CEO	Lunde, Zorn, Stevens, Kinnaid	4/18/16	Healthcare
28	T Squared	Bart Townsend- Owner	Collins, Lunde, Stevens	4/18/16	Aviation - Precision Metal

27	Dart Aircraft	Kurt Mueller- General Manager	Lunde, Stevens	4/14/16	Aviation – Aircraft Parts Distribution
26	Integ	David Anderton – CEO	Collins	4/12/16	Professional Services – Multi-marketing Services
25	Romark Logistics	Randal Bolen- Asst. General Manager	Lunde, Stevens, Zorn	4/12/16	Supply Chain Management - Logistics
24	KXXV- TV	Mike Lee- Vice President	Lunde	3/31/16	Media
23	Metals 2 Go	Jay Lathern-Owner	Lunde, Zorn, Stevens	3/30/16	Supply Chain Management - Metal Wholesaler
22	S2G Support Services	Allaire Clarke- Site Director	Lunde, Zorn, Stevens, Snell	3/28/16	Professional Services- Technical Support
21	Coca-Cola	Ted Ghiz	Collins	3/29/16	HEADQUARTERS VISIT
20	McLenco LTD	Ralph Oltman- Partner	Lunde, Zorn, Stevens	3/21/16	Professional Services- Construction
19	M. Lipsitz and Company	Melvin Lipsitz- President	Lunde, Duncan, Zorn, Stevens	3/17/16	Recycling Center
18	KWTX-TV New Channel 10	Mike Wright- General Manager	Lunde, Snell	3/16/16	Media
17	July Business Services	Jim Hudson- President	Lunde	3/14/16	Professional Services – Employee Investment Services
16	West End Roofing	Ralph Aguinaya- Manager	Lunde	3/11/16	Supply Chain Management - Distribution
15	Matheson Gas	Foy Light- Branch Manager	Lunde	3/9/16	Supply Chain Management - Wholesale
14	Magnolia	Ken Mathis- CFO	Lunde, Collins	3/9/16	Supply Chain Management & Retail
13	Winton Engineering	Jim Winton- President	Lunde	2/22/16	Professional Services – Engineering
12	RBDR, PLLC	Keith Bailey- Partner	Lunde	2/18/16	Professional Services – Architectural Design
11	Capital Marketing Corporation	Heyward Taylor- Owner	Lunde	2/17/16	Professional Services
10	Hole in the Roof Marketing	Joel Peel- President	Lunde, Cockrell	2/15/16	Professional Services – Marketing
9	Innovation Marketing and Communications	Randy Robertson- CEO	Lunde, Stevens	2/15/16	Professional Services – Marketing
8	Web Smart by JR3	Bob Clemons- Partner	Lunde, Zorn	2/12/16	Professional Services – Education Web Services
7	Capstone Mechanical	Rick Tullis- President	Lunde, Stevens, Zorn, Kinnaid	2/12/16	Plumbing/HVAC
6	Brazos Higher Education Services	Murray Watson- President	Lunde, Stevens, Zorn, Snell	1/28/16	Professional Services – Student Loan Servicing
5	Simple Bills	Mike Jones- COO	Lunde, Stevens, Zorn	1/28/16	Professional Services- Financial
4	EH Anderson Public Affairs	Liz Anderson- Owner	Lunde, Stevens	1/27/16	Professional Services – Public Relations
3	Brazos Environmental Engineering	Joy McNamara- COO	Lunde, Zorn, Snell	1/26/16	Professional Services - Engineering
2	Central Freight Lines Inc.	Todd Militzer- COO	Lunde, Fisseler, Zorn, Snell	1/25/16	Supply Chain Management - Transportation & Logistics

1	Dunnam and Dunnam LLP	Jim Dunnam- Attorney at Law	Lunde, Stevens, Zorn	1/21/16	Professional Services- Legal Services
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**GREATER WACO CHAMBER OF COMMERCE
ECONOMIC DEVELOPMENT COMMITTEE
SUPPLEMENTAL SCHEDULES - STATEMENTS OF OPERATIONS
FOR THE SEVEN MONTHS ENDED JULY 31, 2016 & 2015**

	2016					2015		
	Total Budget	Revenues	Expenses	Net	Budg %	Revenues	Expenses	Net
SUPPORT & OTHER REVENUE								
Baylor University	\$25,000	\$0	--	\$0	0	\$25,000	--	\$25,000
City of Waco	136,500	45,500	--	45,500	33	53,467	--	53,467
Downtown Development Corp	0	0	--	0	--	25,750	--	25,750
McLennan County	125,000	125,000	--	125,000	100	125,000	--	125,000
Waco Industrial Foundation	130,000	97,500	--	97,500	75	97,500	--	97,500
Other Communities	0	0	--	0	--	0	--	0
Interest Income	0	33	--	33	--	34	--	34
Other	0	0	--	0	--	50	--	50
TOTAL REVENUE	416,500	268,033	--	268,033		326,801	--	326,801
PROGRAM EXPENSE (REVENUE)								
PROSPECT DEVELOPMENT								
Conference Regis. & Travel	25,000	0	11,134	11,134	45	0	18,664	18,664
Foreign Trade Zone	(26,600)	0	0	0	0	0	251	251
Headquarters Visit	2,500	0	0	0	0	0	0	0
Industry Meetings & Travel	7,500	0	3,230	3,230	43	0	4,324	4,324
Prospect Develop. & Travel	17,000	8,328	13,679	5,351	31	8,585	17,264	8,679
Regional Prospect Development	4,300	0	2,245	2,245	52	0	2,505	2,505
Target Ind. Trade Shows & Travel	20,000	0	18,125	18,125	91	7,876	23,338	15,462
Team Texas Marketing	8,500	0	3,000	3,000	35	0	5,206	5,206
Texas One	22,500	0	6,529	6,529	29	0	12,513	12,513
TOTAL PROSPECT DEVELOPMENT	80,700	8,328	57,942	49,614		16,461	84,065	67,604
RESEARCH & MARKETING								
Marketing	48,628	2,000	23,485	21,485	44	33,000	80,063	47,063
Technology Upgrades	10,475	16,000	19,000	3,000	29	16,175	19,000	2,825
Research Materials	7,520	500	2,772	2,272	30	500	8,072	7,572
Strategic Initiatives	40,000	0	85	85	0	0	1,608	1,608
TOTAL RESEARCH & MARKETING	106,623	18,500	45,342	26,842		49,675	108,743	59,068
PROGRAMS								
Advanced Manufacturing Alliance	(250)	0	0	0	0	0	0	0
Aviation/Aerospace Alliance	(300)	655	655	0	0	1,200	567	(633)
Freedom Ball	(26,500)	5,000	2,727	(2,273)	9	45,906	7,319	(38,587)
Fun Run	0	0	0	0	--	0	0	0
Aviation Alliance Scholarship Fund	22,500	7,250	9,639	2,389	11	4,250	5,750	1,500
Committee Operations	500	0	560	560	112	0	27	27
Business Retention/Ind Appreciation	(9,500)	2,500	7,593	5,093	(54)	10,844	13,871	3,027
Global Business Connections	400	0	0	0	0	0	0	0
Technology Briefings	(2,450)	1,975	44	(1,931)	79	4,550	43	(4,507)
Urban Development	0	750	175	(575)	--	3,800	5,303	1,503
Entrepreneurship	0	0	352	352	--	0	0	0
Business Incubator (think Space)	14,000	1,400	10,660	9,260	66	9,900	11,875	1,975
Downtown Map	2,000	0	0	0	0	0	0	0
Great Cities	(125)	0	0	0	0	0	0	0
Hour Economy	(2,500)	1,318	1,064	(254)	10	7,110	84	(7,026)
Arts Alliance	0	0	0	0	--	0	0	0
Texas Small Business Forum	0	0	0	0	--	0	0	0
Area Industry Managers Qtrly Lunch	0	0	413	413	--	1,000	366	(634)
TOTAL PROGRAMS	(2,225)	20,848	33,882	13,034		88,560	45,205	(43,355)
LEADERSHIP DEVELOPMENT								
Leadership Waco - Alumni	0	0	62	62	--	0	0	0
Leadership Waco - Class	(15,400)	14,900	8,792	(6,108)	40	0	0	0
Teen Leadership	(12,550)	9,950	4,122	(5,828)	46	0	0	0
Young Professionals	(8,450)	3,159	3,159	0	0	0	0	0
TOTAL LEADERSHIP DEVELOPMENT	(36,400)	28,009	16,135	(11,874)		0	0	0
WORKFORCE & EDUCATION								
Career Expo	(4,100)	0	0	0	0	0	0	0
Workforce Development / Internship	1,000	1,650	1,908	258	26	0	0	0
Talent Development	(4,982)	480	480	0	0	0	0	0
Leadership in Education & Dev.	(10,075)	12,888	12,888	0	0	0	0	0
Work in Waco	(3,450)	11,195	1,482	(9,713)	282	0	0	0
Waco Collegiate Forum	(2,400)	750	44	(706)	29	0	0	0
CD Committee Operating	0	0	0	0	--	0	0	0
Arts Festival	1,000	0	0	0	0	0	0	0
TOTAL WORKFORCE & EDUCATION	(23,007)	26,963	16,802	(10,161)		0	0	0
TOTAL PROGRAM (REVENUE) EXPENSE	125,691	102,648	170,103	67,455		154,696	238,013	83,317
EXCESS (EXPENSE) REVENUE BEFORE OPERATING AND ADMIN. EXPENSES	290,809	370,681	(170,103)	200,578		481,497	(238,013)	243,484
OPERATING EXPENSES	146,800	--	81,915	81,915	56	--	80,832	80,832
ADMINISTRATIVE EXPENSES	571,500	--	322,652	322,652	56	--	265,709	265,709
TOTAL EXCESS (EXPENSE) REVENUE	(\$427,491)	\$370,681	(\$574,670)	(\$203,989)	--	\$481,497	(\$584,554)	(\$103,057)

See independent accountant's compilation report.

GREATER WACO CHAMBER OF COMMERCE
ECONOMIC DEVELOPMENT COMMITTEE
SUPPLEMENTAL SCHEDULES - OPERATING & ADMINISTRATIVE EXPENSES
FOR THE MONTH AND SEVEN MONTHS ENDED JULY 31, 2016 & 2015

	2016			2015		YTD VAR FAV (UNFAV)
	Total Budget	Month	YTD	Month	YTD	
OPERATING EXPENSES						
Automobile	\$12,000	\$784	\$6,733	\$1,121	\$6,608	(\$125)
Bookkeeping and audit	18,000	90	12,197	1,580	12,920	723
Building maintenance & supply	28,000	1,265	13,227	1,664	12,529	(698)
Depreciation	1,600	151	1,056	127	891	(165)
Equipment maintenance & supply	1,200	0	572	109	374	(198)
Equipment rental	10,500	1,530	6,680	1,397	6,311	(369)
Insurance	28,000	1,864	16,746	2,166	15,041	(1,705)
Interest	0	0	0	0	0	0
Office supplies	2,500	197	1,978	320	1,380	(598)
Postage	1,500	13	417	112	457	40
Printing & stationery	1,500	0	220	0	1,042	822
Public Improvement District Taxes	1,500	0	1,455	0	0	(1,455)
Rent expense	0	0	0	0	0	0
Resource materials	500	0	0	48	48	48
Security	0	0	226	118	465	239
Technology support	8,000	437	3,127	566	3,991	864
Telephone	10,000	1,000	6,992	886	6,378	(614)
Utilities	22,000	1,208	10,289	1,723	12,397	2,108
Miscellaneous expense	0	0	0	0	0	0
TOTAL OPERATING EXPENSES	\$146,800	\$8,539	\$81,915	\$11,937	\$80,832	(\$1,083)
ADMINISTRATIVE EXPENSES						
Bank charges	\$500	\$0	\$0	\$0	\$0	\$0
Bank card fees	0	0	0	0	0	0
Civic & social organizations	500	0	0	0	0	0
Group insurance	44,000	1,482	18,255	1,865	12,993	(5,262)
Management development	2,500	792	1,412	0	3,956	2,544
Professional affiliations	1,000	0	790	0	1,010	220
Professional services	0	0	0	0	0	0
Public relations & goodwill	3,000	171	1,431	95	2,751	1,320
Exec. search & relocation	0	0	0	0	0	0
Wages, P/R taxes & retirement	520,000	40,180	300,764	35,068	244,999	(55,765)
TOTAL ADMINISTRATIVE EXPENSES	\$571,500	\$42,625	\$322,652	\$37,028	\$265,709	(\$56,943)

See independent accountant's compilation report.

Minutes
Board of Directors Meeting
 Greater Waco Chamber of Commerce
 Wednesday, August 17, 2016

Greater Waco Chamber of Commerce
 101 S. Third Street, Cooper Room

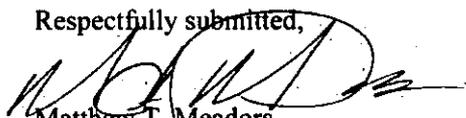
- 1) **Call to Order**
 Chair-Elect, Mark Reynolds, called the meeting to order.
- 2) **Welcome**
 Mr. Reynolds welcomed everyone to the meeting and advised that Chairman Tate was out of town enjoying some vacation time.
- 3) **Consent Agenda (Action)**
 - a) Minutes: Mr. Reynolds reviewed the minutes of the July 13, 2016 board meeting.
 - b) Membership Report: Mr. Reynolds asked the board to review the membership report which indicates 32 new members during July, 2016 compared to 42 in the same time period for 2015. Total of member dollars received through July 29, 2016 is \$554,435 compared to the same time period 2015 total of \$557,403.
 - c) Financial Report: Mr. Reynolds reviewed the financials through June 30, 2015 and clarified the amendment previously made is in accordance to the bylaws:
June 30, 2016 Statement of Net Assets
 Revenue: Total revenue is up over 2015.
 Expenses: Total expenses are down by \$83,179 over 2015.
 Net Excess Revenue (Expense) is up YTD \$228,505.
 The Consent Agenda was approved on a motion by Mr. Davenport and Mr. Spelman.
- 5) The Executive Committee is asking for nominations for new board members. A motion came from the Executive Committee to allow the committee to run the nomination process and was seconded by Mr. Davenport. The motion passed unanimously.
- 6) **President's Report**
 President Meadors updated the board on: Kick-Off Luncheon, plans on the Nominating Committee and Officer Positions, Intercity visit, and CEO's for Cities. He announced that two Young Professionals will be attending the CEO's for Cities event courtesy of the Waco Foundation.
 - a) **Economic Development Report**
 Kris Collins informed that the growth in business attraction visits are a cause of the outreach to contacts made at trade shows. The start-up of Glopack USA was announced. This lead came from the City of Waco which in turn lead to a partnership with Tejas Logistics. The Chamber currently has 37 projects working and one closed project in July. Current projects will lead to about 4,911 new jobs and 3.5 million square feet of new or expanding industry space. For July 2016, there were 47 attractions inquiries, 3 onsite attraction visits, 12 proposal/site plans submitted, 3 existing business assists, 7 business retention visits, and 2 business development events.
 - b) **Public Policy Report**
 Jessica Attas confirmed that Governor Abbot will be the speaker at the upcoming State of the State luncheon on September 15. The State of the Nation luncheon on October 12 will feature

Minutes
Board of Directors Meeting
Greater Waco Chamber of Commerce
Wednesday, August 17, 2016
Page 2

U.S. Representative Bill Flores and Rob Engstrom, U.S. Chamber Vice President & National Political Director.

- c) **Organizational Development Report:** Kristina Collins and Amber Greenwood directed the group's attention to the roster of events on page two of the board packet, and introduced the Brazos River Float, a new event catered toward retaining college students in Waco. Ms. Greenwood invited everyone to the TRC Wrap-up on August 24.
- 7) **Strategic Plan Discussion – Innovation & Entrepreneurship**
Jack Cockerill, Manager of Entrepreneurship & Innovation, spoke about the Kauffman Foundation's 1 Million Cups initiative (entrepreneurs and young professionals discussing new ideas & concepts over a cup of coffee), the possibility of a Crowd Funding Forum for Waco, and the reorganization of the Young Professionals leadership.
- 8) **Closing Business and Chair's Comments**
Mr. Reynolds challenged the board to analyze what conversations should be taking place and to come forward, in private or in public, about those issues. Only when this communication is established can the Chamber be responsive to the needs of the community.
- 9) **Adjournment**
With no further business, the meeting was adjourned at 11:08 a.m.

Respectfully submitted,


Matthew T. Meadors
President & CEO

Committee Attendance Sheet

2016 Board of Directors

Meeting Date 9, 14, 16

COMMITTEE MEMBER	REPRESENTING	ATTENDED		
		YES	NO	EXCUSED
Ashley Allison	Waco Foundation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Anderton	Integ Printing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brian Aynesworth	Southwestern Commercial Properties, L.L.C. <i>has committee meeting</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michael Baldwin	Oncor Electric Delivery	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Bland	Jim Bland Construction, LLC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tate Christensen	Barsh Company	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Citrano	George's Restaurant & Bar #2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bill Davenport	H-E-B	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tommye Lou Davis	Baylor University	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Deaver	Deaver and Deaver	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lauren Dreyer	SpaceX	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Penny Dulock	First Title Company of Waco, LLC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cary DuPuy	DuPuy Oxygen & Supply Co., Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brett Esrock	Providence Healthcare Network	<input type="checkbox"/>	<input checked="" type="checkbox"/> <i>out of town</i>	<input type="checkbox"/>
Will Fair	Home Abstract & Title Co.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tom Greene	Tejas Logistics System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Greg Groves	Trane	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Holmes	Trimont Real Estate Advisors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bernadette Hookham	RBDR, PLLC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kary Lalani	Homewood Suites by Hilton-Lalani Lodging, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ryan Lindsey	Oldcastle Materials, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vicki Mason	American Guaranty Title	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aaron McMillan	1519 Surveying, LLC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
James Nelson	Community Bank & Trust	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joseph Nesbitt	Central National Bank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Colin O'Neill	Fulbright Winniford, A Professional Corporation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bob Otis	National Lloyds Insurance Company	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Weldon Ratliff	Ratliff Ready-Mix, LP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMITTEE MEMBER	REPRESENTING	ATTENDED		
		YES	NO	EXCUSED
Mark Reynolds	Extraco Banks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Glenn Robinson	Baylor Scott & White Medical Center - Hillcrest	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jake Roye	Chick-fil-A on Franklin Avenue and Chick-fil-A at Richlar	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loren Schwartz	Merrill Lynch Wealth Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alfred Solano	Texas Document Solutions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon Spelman	Jon W. Spelman Company	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ford Taylor	Wm. Taylor & Co.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ted Teague	Allen Samuels Dodge Chrysler Jeep Ram	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Tekell	Tekell & Atkins, L.L.P.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rick Tullis	Capstone Mechanical	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shane Turner	Kunkel Construction, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Vizner	Caterpillar Work Tools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gary Vogel	Vogel Financial Group	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Enid Wade	Scott & White Healthcare	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jed Walker	Walker Partners	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hal Whitaker	Englander DsignPak, LLC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Committee Attendance Sheet

Ex-Officio Directors to the Board

Meeting Date / /

COMMITTEE MEMBER	REPRESENTING	ATTENDED		
		YES	NO	EXCUSED
Laura Beaty	Greater Hewitt Chamber of Commerce	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Bible	New York Life Insurance - John Bible	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Senator Brian Birdwell	Senator Brian Birdwell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bill Brock	Front Gate Properties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bonny Cain	Waco Independent School District	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ian Dawson	Success Motivation International	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Deaver	City of Waco	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Heather Dudley		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gale Edwards	Faith Covenant Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emily Embry	Baylor Scott & White Medical Center - Hillcrest	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Felton	McLennan County	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dale Fisseler	City of Waco	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Regina Garcia	Incommons Bank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Garland	Baylor University	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayne Gartman	The National Banks of Central Texas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bruce Gietzen	Waco Independent School District	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Greenup	Lorena Chamber of Commerce	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michelle Hicks	City of Lacy-Lakeview	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adam Hutchison	Texas State Technical College in Waco	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
George Kazanas	Midway Independent School District	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Kocian	West Chamber of Commerce	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Lambert	American Bank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Johnette McKown	McLennan Community College	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jose Neira	Italian Granite	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Pareya	West Furniture & Appliance, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Paschall	Paschall, Skipper & Associates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rashmi Patel	Holiday Inn Waco Northwest	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Everett Phipps	Insurors Indemnity Companies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

out of town

COMMITTEE MEMBER	REPRESENTING	ATTENDED		
		YES	NO	EXCUSED
Justin Redmon	Redco Industrial Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brian Remson	Ferguson-Davis Wealth Management Group	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dave Ridley	American Bank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joe Rodriguez	Cen-Tex Hispanic Chamber of Commerce	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Barbara Seitz	Greater Lacy Lakeview Chamber of Commerce	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Andrew Smith	McGregor Chamber of Commerce	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon Mark Smith	McGregor Chamber of Commerce	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Sneed	Sneed Insurance Agency (Germania)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michael Sullivan	TMI - Texas Machine-Tool International, LLC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Taverner	Center Street Antiques	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Josh Tetens	Simer & Tetens, Attorney's at Law	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Linda Vaughn	Robinson Chamber of Commerce	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Wells-Thomason	Texas Farm Bureau & Affiliated Companies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Morgan Whiteley	Fidelity Bank of Texas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rob Wolaver <i>Remove</i>	Texas State Technical College in Waco	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Committee Attendance Sheet

Meeting Date / /

Past Chairs of the Board

COMMITTEE MEMBER	REPRESENTING	ATTENDED		
		YES	NO	EXCUSED
Wes Bailey	Bailey Insurance & Risk Management, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rick Brophy	Beard Kultgen Brophy Bostwick & Dickson, LLP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
William Clifton	The Clifton Group	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bob Davis	BRD Management, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Virginia DuPuy	DuPuy Oxygen & Supply Co., Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Louis Englander	Englander DzignPak, LLC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roland Goertz	Family Health Center	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Haller	First National Bank of Central Texas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
James Hawkins	AMC Financial Holdings, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Horner	Brazos Higher Education Service Corporation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monte Hulse	First National Bank of Central Texas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Larry Jaynes	Fashion Glass & Mirror, LLC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Keahey	Providence Healthcare Network	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stewart Kelly	Kelly, Realtors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Lacy	Community Bank & Trust	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wilton Lanning	Dr Pepper Museum and Free Enterprise Institute	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Johnny Mankin	TWC Business Class	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Donald Moes	Stableride Manufacturing Company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
William Nesbitt	Central National Bank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lyndon Olson	Lyndon Olson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ed Page	H-E-B	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Michael Reitmeier	Jaynes, Reitmeier, Boyd & Therrell, P.C.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Glenn Robinson	Baylor Scott & White Medical Center - Hillcrest	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tom Salome	M. Lipsitz & Co.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Terry Stevens	First Title Company of Waco, LLC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Willard Still	American Bank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Court went back to item F. Budget, Budget Amendments/Transfers/Changes, Additional Revenue Certifications, Expenditure Requests.

AGENDA: OCTOBER 4, 2016

F. Budget, Budget Amendments/ Transfers/Changes, Additional Revenue Certifications, Expenditure Requests:

1. Regarding the FY 16 Budget:

- a. Authorization of Texas Association of Counties Claim Deductible Invoice # NRDD-0001947-GL **Approved**
(See after F.1.b.)
- b. Authorization of Professional Services Invoice for September: Lockwood, Andrews, & Newnam, Inc. (Re: The Bureau of Reclamation WaterSMART Drought Contingency Planning Grant Cooperative Agreement) **Approved**
- c. Mental Health Court Services **Approved**
- d. 414th District Court **Approved**
- e. District Attorney **Approved**
- f. County Wide:
 - 1) Re: Autopsies and Body Bags **Approved**
 - 2) Re: Telephone, Internet, Computer Lines **Approved**
 - 3) Re: Tax Appraisal Services **Approved**
 - 4) Re: Professional Services **Approved**
 - 5) Re: Supplies/Other Services and Charges **Pulled – No Action Taken**
- g. Economic Development **Approved**
- h. Indigent Defense **Approved**
- i. Justice of the Peace, Precinct 2 **Approved**
- j. Justice of the Peace, Precinct 4 **Approved**
- k. Constable, Precinct 5 **Approved**
- l. Justice of the Peace, Precinct 3 (Fund 170) **Approved**
- m. 19th District Court (Fund 170) **Approved**

2. Regarding the FY 17 Budget:

- a. Authorization of Texas Department of Family and Protective Services FY 17 Budgets:
 - 1) Regarding Title IV-E Legal Services Contract # 23939734 **Approved**
(See after F.1.f.5.)

- 2) Regarding Title IV-E Child Welfare Services Contract # 23939735 **Approved**
- b. Records Management **Approved**
- c. Health Services Department **Approved**

CD-409, 9:18

The Court went to item F. 1. b. Authorization of Professional Services Invoice for September: Lockwood, Andrews, & Newman, Inc. (Re: The Bureau of Reclamation WaterSMART Drought Contingency Planning Grant Cooperative Agreement).

ORDER APPROVING:

**AUTHORIZATION OF PROFESSIONAL SERVICES INVOICE FOR SEPTEMBER:
LOCKWOOD, ANDREWS, & NEWMAN, INC. (RE: THE BUREAU OF
RECLAMATIONWATERSMART DROUGHT CONTINGENCY
PLANNINGGRANT COOPERATIVE AGREEMENT)**

RE: FY 2016 BUDGET

On this the 4 day of October, 2016, came on for consideration the matter Regarding FY 16 Budget: Authorization of Professional Services Invoice for September: Lockwood, Andrews, & Newman, Inc. (Re: The Bureau of Reclamation WaterSMART Drought Contingency Planning Grant Cooperative Agreement). After discussion, Commissioner Snell made a motion to approve the report and it was seconded simultaneously by Commissioner Perry and Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.



**Lockwood, Andrews
& Newnam, Inc.**
A LEO A DALY COMPANY

PLEASE REMIT TO: Lockwood, Andrews & Newnam, Inc.
2925 Briarpark Drive, Suite 400
Houston, Texas 77042
Attn: Accounts Receivable
713.266.6900 • Fax: 713.266.7191
ACH: Leo A Daly Company / LAN
First National Bank
ABA Routing # 104000016 Account# 110390778

INVOICE

September 15, 2016
Invoice No: 160-10730-000 - 1

Dustin Chapman
McLennan County
501 Washington Avenue, Room 214
Waco, TX 76701

Project 160-10730-000 McLennan County Water Plan
Professional Services Through September 09, 2016

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Drought Assessment/Water Plan	150,000.00	33.00	49,500.00	0.00	49,500.00
Total Fee	150,000.00		49,500.00	0.00	49,500.00
	Total Fee				49,500.00
			Total this Invoice		\$49,500.00

Billings to Date	Current	Prior	Total
	49,500.00	0.00	49,500.00

APPROVED BY COMMISSIONERS COURT
THIS 4 DAY OF OCT 2016
Scott M. Felton
COUNTY JUDGE

FILED: OCT 04 2016

J.A. "ANDY" HARIWELL, County Clerk
McLennan County, Texas
By Myrcetaz Gowan DEPUTY

The Court went back to item F. 1. a. Authorization of Texas Association of Counties Claim
Deductible Invoice # NRDD-0001947-GL.

ORDER APPROVING:

**AUTHORIZATION OF TEXAS ASSOCIATION OF COUNTIES
CLAIM DEDUCTIBLE INVOICE # NRDD-0001947-GL**

RE: FY 2016 BUDGET

On this the 4 day of October, 2016, came on for consideration the matter Regarding FY 16 Budget: Authorization of Texas Association of Counties Claim Deductible Invoice # NRDD-0001947-GL. After discussion, Commissioner Snell made a motion to approve F. 1. a. and it was seconded by Commissioner Gibson. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.



TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

CLAIM DEDUCTIBLE INVOICE

McLennan County
Attn: Judge Scott Felton
PO Box 1728
Waco, TX 76703-1728

Balance Due Upon Receipt

Invoice #: NRDD-0001947-GL
Invoice Date: September 2, 2016
Claim #: GL20160698-1
Member ID: 1550

Deductible payment is due.

Description	Amount Due
Claim GL20160698-1: Invoice for Deductible Subsidiary/office associated with claim: Other Date of Loss: 5/23/16 Claimant: Baker, Julie	\$125.00
Total Policy Deductible Amount per Claim	\$10,000.00
Total Amount Received to Date	
Total Amount Due	\$125.00
Total Amount Due May Be Less Than Deductible Amount Depending On Claim Payments Made	

Claim Deductible Payment Remittance Form

McLennan County
Attn: Judge Scott Felton
PO Box 1728
Waco, TX 76703-1728

Invoice Date: September 2, 2016
Invoice #: NRDD-0001947-GL
Amount Due: \$125.00

If the total amount enclosed is not \$125.00,
please use the notes section below to explain:

Amount Enclosed: _____

Please make checks payable to (and include invoice #):
Texas Association of Counties Risk Management Pool
PO Box 2426
San Antonio, TX 78298-9900

DEFERRED BY COMMISSIONERS COURT
THIS 20 DAY OF SEPT 2016
[Signature]
COUNTY JUDGE

APPROVED BY COMMISSIONERS COURT
THIS 9 DAY OF OCT 2016
[Signature]
COUNTY JUDGE

FILED: OCT 04 2016

Printed 9/2/16

A. ANDREW HANWELL, County Clerk
McLennan County, Texas
Myrceta Gowen DEPUTY

ORDER APPROVING FY 2016 BUDGET AMENDMENTS:

MENTAL HEALTH COURT SERVICES;

414TH DISTRICT COURT;

DISTRICT ATTORNEY;

COUNTY WIDE:

RE: AUTOPSIES AND BODY BAGS;

RE: TELEPHONE, INTERNET, COMPUTER LINES;

RE: TAX APPRAISAL SERVICES AND

RE: PROFESSIONAL SERVICES;

ECONOMIC DEVELOPMENT;

INDIGENT DEFENSE;

JUSTICE OF THE PEACE, PRECINCT 2;

JUSTICE OF THE PEACE, PRECINCT 4;

CONSTABLE, PRECINCT 5;

JUSTICE OF THE PEACE, PRECINCT 3 (FUND 170)

AND

19TH DISTRICT COURT (FUND 170)

On this the 4 day of October, 2016, came on for consideration the matter Regarding the FY 16 Budget: Mental Health Court Services; 414th District Court; District Attorney; County Wide: Re: Autopsies and Body Bags; Re: Telephone, Internet, Computer Lines; Re: Tax Appraisal Services and Re: Professional Services; Economic Development; Indigent Defense; Justice of the Peace, Precinct 2; Justice of the Peace, Precinct 4; Constable, Precinct 5; Justice of the Peace, Precinct 3 (Fund 170) and 19th District Court (Fund 170). After discussion, Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said FY 2016 Budget Amendments be, and the same are hereby, approved by unanimous vote.

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 001 (General Fund)

Gentlemen:

I hereby request the following budget amendment for the fiscal year ending 09/30/16:

REQUESTED INCREASE(S)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct.#)	Account Description	Current Budget	Requested Increase	Amended Budget
001	15	28	1270	Ment Hlth	502000	Furniture and Equipment	851	120	971
							-	-	-
							-	-	-
							-	-	-
						Total Increases		120	

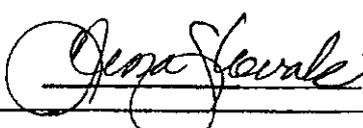
REQUESTED DECREASE(S)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct.#)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	15	28	1270	Ment Hlth	617106	Court Costs	70,000	120	69,880
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		120	

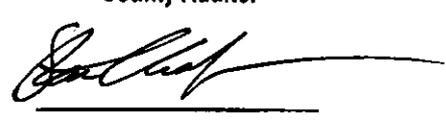
BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase "furniture and equipment" in the Mental Health Court Services department for a desk transferred from Adult Probation during fiscal year 2016.

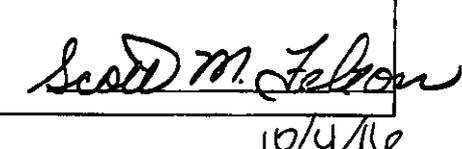
Respectfully Submitted
Requestor:



Approved as to form
County Auditor



Approved by
Commissioners Court
County Judge



10/4/16

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
 McLennan County, Texas
 By Myrcetez Gowan DEPUTY

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 001 (General Fund)

Gentlemen:

I hereby request the following budget amendment for the fiscal year ending 09/30/16:

REQUESTED INCREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct:#)	Account Description	Current Budget	Requested Increase	Amended Budget
001	15	26	1450	414th DC	411230	Part-Time Pay	7,800	625	8,425
							-	-	-
							-	-	-
							-	-	-
						Total Increases		625	

REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct:#)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	15	26	1450	414th DC	619102	Professional Development	3,000	625	2,375
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		625	

BUDGET AMENDMENT JUSTIFICATION:

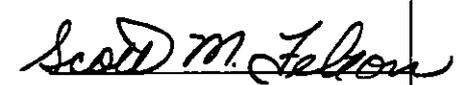
This budget amendment is requested to increase "part-time pay" within the 414th District Court department for the 2016 fiscal year.

Respectfully Submitted
 Requestor:

Approved as to form
 County Auditor

Approved by
 Commissioners Court
 County Judge





10/4/16

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
 McLennan County, Texas
 By Myrcetee Gowan DEPUTY

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 001 (General Fund)

Gentlemen:

I hereby request the following budget amendment for the fiscal year ending 09/30/16:

REQUESTED INCREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct:#)	Account Description	Current Budget	Requested Increase	Amended Budget
001	10	10	0210	Crim DA	411230	Part-Time Pay	23,728	15,000	38,728
							-	-	-
							-	-	-
							-	-	-
						Total Increases		15,000	

REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct:#)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	10	10	0210	Crim DA	411200	Full-Time Employees	3,192,027	15,000	3,177,027
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		15,000	

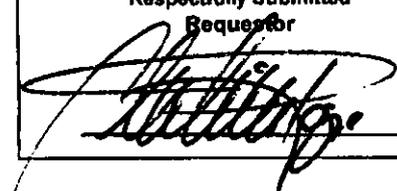
BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to move \$15,000 from "full-time employees" to "part-time pay" within the Criminal District Attorney's department for the 2016 fiscal year.

Respectfully Submitted
Requestor

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge





10/4/16

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
 McLennan County, Texas
 By Myrcetaz Gowan DEPUTY

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 001 (General Fund)

Gentlemen:

I hereby request the following budget amendment for the fiscal year ending 09/30/16:

REQUESTED INCREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct:#)	Account Description	Current Budget	Requested Increase	Amended Budget
001	10	05	0190	Co Wide	618100	Autopsies and Body Bags	360,000	33,000	393,000
							-	-	-
							-	-	-
							-	-	-
						Total Increases		33,000	

REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct:#)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	10	05	0190	Co Wide	617111	Bond Forfeiture Refunds	27,845	27,845	-
001	10	05	0190	Co Wide	603104	General Liability Insurance	625,000	5,155	619,845
							-	-	-
							-	-	-
						Total Decreases		33,000	

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase "autopsies and body bags" for the 2016 fiscal year for additional expenditures.

Respectfully Submitted
 Requestor:

Approved as to form
 County Auditor

Approved by
 Commissioners Court
 County Judge





10/4/16

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
 McLennan County, Texas
 By Myrcetez Gowan DEPUTY

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 001 (General Fund)

Gentlemen:

I hereby request the following budget amendment for the fiscal year ending 09/30/16:

REQUESTED INCREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct:#)	Account Description	Current Budget	Requested Increase	Amended Budget
001	10	05	0190	Co Wide	601100	Telephone, Internet, Comp Line	255,000	7,500	262,500
							-	-	-
							-	-	-
							-	-	-
						Total Increases		7,500	

REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct:#)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	10	05	0190	Co Wide	611000	Utilities	1,100,000	7,500	1,092,500
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		7,500	

BUDGET AMENDMENT JUSTIFICATION:

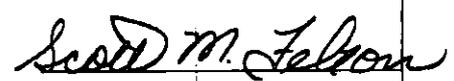
This budget amendment is requested to increase "telephone, internet, computer lines" for the 2016 fiscal year.

Respectfully Submitted
 Requestor:

Approved as to form
 County Auditor

Approved by
 Commissioners Court
 County Judge





10/4/16

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
 McLennan County, Texas
 By Myrcetez Gowan DEPUTY

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 001 (General Fund)

Gentlemen:

I hereby request the following budget amendment for the fiscal year ending 09/30/16:

REQUESTED INCREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct:#)	Account Description	Current Budget	Requested Increase	Amended Budget
001	10	05	0190	Co Wide	615104	Tax Appraisal Services	751,289	27,554	778,843
							-	-	-
							-	-	-
							-	-	-
						Total Increases		27,554	

REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct:#)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	10	05	0190	Co Wide	999999	Contingencies	413,687	27,554	386,133
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		27,554	

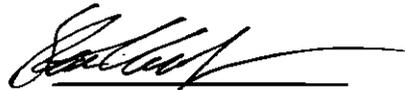
BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase "tax appraisal services" for the 2016 fiscal year. The total amount expended in 2016 consists of one quarter of their 2015 budget and three quarters of their 2016 budget. (They operate on a calendar year.)

Respectfully Submitted
 Requestor:

Approved as to form
 County Auditor

Approved by
 Commissioners Court
 County Judge




10/4/16

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
 McLennan County, Texas
 By Myrcetiz Gowran DEPUTY

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 001 (General Fund)

Gentlemen:

I hereby request the following budget amendment for the fiscal year ending 09/30/16:

REQUESTED INCREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct:#)	Account Description	Current Budget	Requested Increase	Amended Budget
001	10	05	0190	Co Wide	602111	Professional Services	26,351	24,750	51,101
							-	-	-
							-	-	-
							-	-	-
						Total Increases		24,750	

REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct:#)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	10	05	0190	Co Wide	611000	Utilities	1,100,000	24,750	1,075,250
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		24,750	

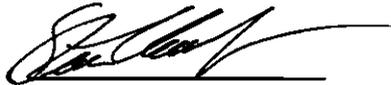
BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase "professional services" for work completed through the WaterSmart Drought Contingency Planning Grant by Lockwood, Andrews & Newman, Inc. for the preparation of a drought contingency and water supply resiliency plan. This is 33% of the total amount that will be provided by the County. The remaining payments will be made as the work is completed.

Respectfully Submitted
Requestor

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge




10/4/16

FILED: OCT 04 2016

J.A. "ANDY" HARIWELL, County Clerk
 McLennan County, Texas
 By Myrcetez Gowan DEPUTY

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 001 (General Fund)

Gentlemen:

I hereby request the following budget amendment for the fiscal year ending 09/30/16:

REQUESTED INCREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct:#)	Account Description	Current Budget	Requested Increase	Amended Budget
001	55	90	7890	Econ Dev	602101	Industrial Business Grants	150,000	56,726	206,726
							-	-	-
							-	-	-
							-	-	-
						Total Increases		56,726	

REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct:#)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	10	05	0190	Co Wide	999999	Contingencies	470,413	56,726	413,687
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		56,726	

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase "industrial business grants" for the 2016 fiscal year. Due to the timing of requests, two abatements for Caterpillar were paid in the 2016 fiscal year. No payment was made in the 2015 fiscal year for Caterpillar.

Respectfully Submitted
 Requestor:

Approved as to form
 County Auditor

Approved by
 Commissioners Court
 County Judge




10/4/16

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
 McLennan County, Texas
 By Myrcetiz Gowan DEPUTY

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 001 (General Fund)

Gentlemen:

I hereby request the following budget amendment for the fiscal year ending 09/30/16:

REQUESTED INCREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct:#)	Account Description	Current Budget	Requested Increase	Amended Budget
001	35	70	5420	Indig Def	617230	Court Appointed Attorney	797,950	380,000	1,177,950
							-	-	-
							-	-	-
							-	-	-
						Total Increases		380,000	

REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct:#)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	10	05	0190	Co Wide	999999	Contingencies	386,133	380,000	6,133
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		380,000	

BUDGET AMENDMENT JUSTIFICATION:

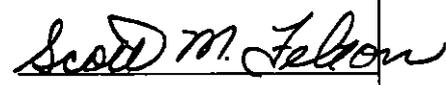
This budget amendment is requested to increase "court appointed attorney" in the Indigent Defense department for fiscal year 2016.

Respectfully Submitted
Requestor:

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge





10/4/16

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
 McLennan County, Texas
 By Myrcetez Gowari DEPUTY

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 001 (General Fund)

Gentlemen:

I hereby request the following budget amendment for the fiscal year ending 09/30/16:

REQUESTED INCREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct#)	Account Description	Current Budget	Requested Increase	Amended Budget
001	15	27	1621	JP 2	617401	Language Translation	1,001	280	1,281
							-	-	-
							-	-	-
							-	-	-
						Total Increases		280	

REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct#)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	15	27	1621	JP 2	606000	Repair and Maintenance	1,171	280	891
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		280	

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase "language translation" within the Justice of the Peace Precinct 2's department for fiscal year 2016.

Respectfully Submitted
 Requestor:

Approved as to form
 County Auditor

Approved by
 Commissioners Court
 County Judge

10/4/16

FILED: OCT 04 2016

J.A. "ANDY" HAWWELL, County Clerk
 McLennan County, Texas
 By Myraez Gowan DEPUTY

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 001 (General Fund)

Gentlemen:

I hereby request the following budget amendment for the fiscal year ending 09/30/16:

REQUESTED INCREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct:#)	Account Description	Current Budget	Requested Increase	Amended Budget
001	15	27	1641	JP 4	617401	Language Translation	1,800	45	1,845
							-	-	-
							-	-	-
							-	-	-
						Total Increases		45	

REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct:#)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	15	27	1641	JP 4	610101	Travel Reimbursement	3,298	45	3,253
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		45	

BUDGET AMENDMENT JUSTIFICATION:

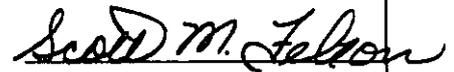
This budget amendment is requested to increase "language translation" within the Justice of the Peace Precinct 4's department for fiscal year 2016.

Respectfully Submitted
Requestor

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge





10/4/16

FILED: OCT 04 2016

J.A. "ANDY" MARWELL, County Clerk
 McLennan County, Texas
 By Myrcetaz Gowen DEPUTY

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 001 (General Fund)

Gentlemen:

I hereby request the following budget amendment for the fiscal year ending 09/30/16:

REQUESTED INCREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct:#)	Account Description	Current Budget	Requested Increase	Amended Budget
001	20	35	3150	Const 5	619102	Professional Development	2,600	78	2,678
							-	-	-
							-	-	-
							-	-	-
						Total Increases		78	

REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct:#)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	20	35	3150	Const 5	605100	Postage/Shipping	616	78	538
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		78	

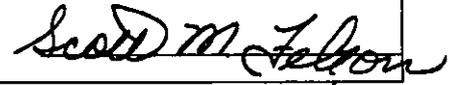
BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase "professional development" within the Constable Precinct 5's department for the 2016 fiscal year.

Respectfully Submitted
 Requestor:

Approved as to form
 County Auditor

Approved by
 Commissioners Court
 County Judge

10/4/16

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
 McLennan County, Texas
 By Myrcetez Gowan DEPUTY

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 170 (Law Library Fund)

Gentlemen:

I hereby request the following budget amendment for the fiscal year ending 09/30/16:

REQUESTED INCREASE(s)

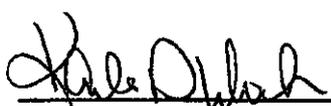
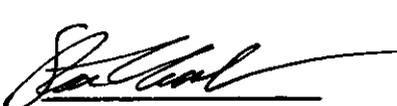
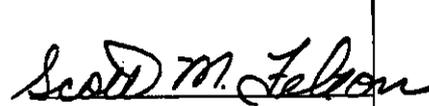
Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct.#)	Account Description	Current Budget	Requested Increase	Amended Budget
170	15	27	1631	JP 3	501104	Legal Reference Materials	7,989	332	8,321
							-	-	-
							-	-	-
							-	-	-
						Total Increases		332	

REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct.#)	Account Description	Current Budget	Requested Decrease	Amended Budget
170	10	05	0190	Co Wide	999999	Contingencies	339,572	332	339,240
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		332	

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested for the Law Library Fund by the Justice of the Peace Precinct 3 for the purchase of legal reference materials for fiscal year 2016.

<p>Respectfully Submitted Requestor:</p> <p></p>	<p>Approved as to form County Auditor</p> <p></p>	<p>Approved by Commissioners Court County Judge</p> <p></p>
---	---	---

10/4/16

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
 McLennan County, Texas
 By Myrcator Gowari DEPUTY

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 170 (Law Library Fund)

Gentlemen:

I hereby request the following budget amendment for the fiscal year ending 09/30/16:

REQUESTED INCREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct.#)	Account Description	Current Budget	Requested Increase	Amended Budget
170	15	26	1410	19th DC	501104	Legal Reference Materials	9,500	1,500	11,000
							-	-	-
							-	-	-
							-	-	-
							-	-	-
						Total Increases		1,500	

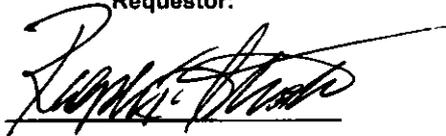
REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct.#)	Account Description	Current Budget	Requested Decrease	Amended Budget
170	10	05	0190	Co Wide	999999	Contingencies	340,004	1,500	338,504
							-	-	-
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		1,500	

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested for the Law Library Fund by the 19th District Court for the purchase of legal reference materials for fiscal year 2016.

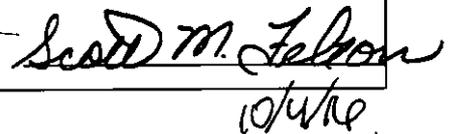
Respectfully Submitted
Requestor:



Approved as to form
County Auditor



Approved by
Commissioners Court
County Judge



10/4/16

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
 McLennan County, Texas
 By Myrcatez Gowan DEPUTY

The Court went back to item F. 1. f. 5. Re: the FY 16 Budget: County Wide: Re: Supplies/Other Services and Charges.

PULLED AND NO ACTION TAKEN:

FY 2016 BUDGET AMENDMENT:

COUNTY WIDE:

RE: SUPPLIES/OTHER SERVICES AND CHARGES

On this the 4 day of October, 2016, came on for consideration the matter Regarding the FY 16 Budget: County Wide: Re: Supplies/Other Services and Charges. Judge Felton directed the Clerk to show item as pulled and no action taken. No Action Taken.

The Court went to item F. 2. a. Regarding the FY 17 Budget: Authorization of Texas Department of Family and Protective Services FY 17 Budgets.

ORDER APPROVING:

**AUTHORIZATION OF TEXAS DEPARTMENT OF FAMILY AND
PROTECTIVE SERVICES FY 17 BUDGETS:**

**RE: TITLE IV-E LEGAL SERVICES
CONTRACT # 23939734**

AND

**RE: TITLE IV-E CHILD WELFARE SERVICES
CONTRACT # 23939735**

RE: FY 2017 BUDGET

On this the 4 day of October, 2016, came on for consideration the matter Regarding the FY 17 Budget: Authorization of Texas Department of Family and Protective Services FY 17 Budgets: Regarding Title IV-E Legal Services Contract # 23939734 and Regarding Title IV-E Child Welfare Services Contract # 23939735. After discussion, Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorizations be, and the same are hereby, approved by unanimous vote.



JBI

McLennan County, Texas

Title IV-E Legal Budget

October 1, 2016-September 30, 2017

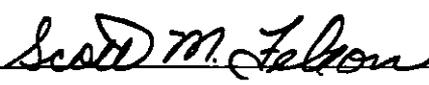
Based on FY 2017 Budget



Prepared by:

*Justice Benefits, Inc.
1711 East Belt Line Road
Coppell, TX 75019*

Budget for Title IV-E
County Legal Services Contract

Summary:			
		County: :	McLennan County
		Contract Number:	23939734
		Budget Effective Date:	10/1/16 - 9/30/17
Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement*	Total Anticipated County Match
A. Administration			
A.1. Direct Personnel Salaries	\$124,075.10	\$16,615.52	\$107,459.58
A.2. Direct Personnel Fringe Benefits	\$39,036.72	\$5,227.60	\$33,809.12
A.3. Direct Personnel Travel	\$0.00	\$0.00	\$0.00
A.4. Direct Materials and Supplies	\$565.61	\$75.74	\$489.86
A.5. Direct Equipment	\$492.12	\$65.90	\$426.22
A.6. Direct Other Costs	\$663.06	\$88.79	\$574.27
Total Administration	\$164,832.61	\$22,073.56	\$142,759.06
B. Training			
B.1. Title IV-E Training (75%)	\$0.00	\$0.00	\$0.00
B.2. Title IV-E Fostering Connections Training (65%)	\$0.00	\$0.00	\$0.00
B.3. Non-Title IV-E Training (50%)	\$0.00	\$0.00	\$0.00
Total Training	\$0.00	\$0.00	\$0.00
C. Indirect Costs (if applicable)			
Total Indirect Costs	\$163,111.82	\$21,971.16	\$19,028.89
Grand Total:	\$186,803.78	\$25,015.83	\$161,787.95
*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 3rd quarter of the preceding fiscal year:			26.783%
Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.			
Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):			13.470%
<u>Contractor Certification</u>			
 _____ Signature		10/1/16 _____ Date	
SCOTT M. FELTON, COUNTY JUDGE _____ Printed Name & Title			

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp

Budget for Title IV-E
County Legal Services Contract

Administration						
A.1. Direct Personnel Salaries						
County: <u>McLennan County</u>						
Contract Number: <u>23939734</u>						
Budget Effective Date: <u>10/1/16 - 9/30/17</u>						
Position or Title	A Monthly Salary	B % of Time Spent on IV-E Activities	C Number of Months of Service	D Estimated Total Expense* (AxBxC)	E Anticipated Federal Reimbursement (estimated EPR x 50%:FFP)	F Anticipated County Match
Attorney	\$7,219.08	90%	12	\$77,966.06	\$10,440.82	\$67,525.24
Paralegal	\$3,842.42	100%	12	\$46,109.04	\$6,174.69	\$39,934.35
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
Total Direct Personnel Salaries				\$124,075.10	\$16,615.52	\$107,459.58

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Budget for Title IV-E
County Legal Services Contract

Administration			
A.2. Direct Personnel Fringe Benefits			
		<i>County:</i>	McLennan County
		<i>Contract Number:</i>	23939734
		<i>Budget Effective Date:</i>	10/1/16 - 9/30/17
Type of Fringe Benefits	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
FICA Taxes	\$7,730.96	\$1,035.29	\$6,695.67
Medicare Taxes	\$1,808.04	\$242.12	\$1,565.92
Retirement	\$17,803.01	\$2,384.09	\$15,418.92
Group Life Insurance Premiums	\$22.88	\$3.06	\$19.82
Group Health Insurance Prems	\$11,671.83	\$1,563.03	\$10,108.80
	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Personnel Fringe Benefits	\$39,036.72	\$5,227.60	\$33,809.12

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Budget for Title IV-E
County Legal Services Contract

Administration, A.3. Direct Personnel Travel			
		County: McLennan County	
		Contract Number: 23939734	
		Budget Effective Date: 10/1/16 - 9/30/17	
Type of Travel Expense Note: only include travel NOT related to personnel training	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Personnel Travel	\$0.00	\$0.00	\$0.00

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.

http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp

Please refer to the Texas State Comptroller's office for current mileage rates.

<https://fm.x.cpa.state.tx.us/fmx/travel/textravel/trans/personal.php>

Budget for Title IV-E
County Legal Services Contract

Administration			
A.4. Direct Materials and Supplies			
		County:	McLennan County
		Contract Number:	23939734
		Budget Effective Date:	10/1/16 - 9/30/17
Materials and Supplies (description and basis of cost)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Office Supplies	\$255.66	\$34.24	\$221.42
General Operating Supplies	\$17.58	\$2.35	\$15.22
Reference Materials	\$167.77	\$22.47	\$145.30
Subscriptions/Publications	\$4.78	\$0.64	\$4.14
Printing and Binding	\$119.82	\$16.05	\$103.77
		\$0.00	\$0.00
Total Direct Materials and Supplies	\$565.61	\$75.74	\$489.86

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Budget for Title IV-E
County Legal Services Contract

Administration A.5. Direct Equipment				
<i>County:</i> <u>McLennan County</u>				
<i>Contract Number:</i> <u>23939734</u>				
<i>Budget Effective Date:</i> <u>10/1/16 - 9/30/17</u>				
Equipment (description and basis of cost)	Method Used (rent/lease/ purchase)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Tools/Equip/Furn <\$1000	Purchase	\$239.64	\$32.09	\$207.55
Computers and Related < \$1000	Purchase	\$207.71	\$27.82	\$179.89
Equip/Furn > \$1000 and < \$5000	Purchase	\$23.97	\$3.21	\$20.76
Equipment Rentals	Rent	\$20.80	\$2.79	\$18.02
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00
Total Direct Equipment		\$492.12	\$65.90	\$426.22

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Budget for Title IV-E
County Legal Services Contract

Administration			
A.6. Direct Other Costs			
		County:	McLennan County
		Contract Number:	23939734
		Budget Effective Date:	10/1/16 - 9/30/17
Other Costs (description and basis of cost)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Telephone	\$107.48	\$14.39	\$93.08
Postage/Shipping	\$173.35	\$23.21	\$150.14
R&M - Equipment & Furniture	\$6.93	\$0.93	\$6.01
R&M - Office Machines	\$38.14	\$5.11	\$33.03
Maintenance Contracts	\$232.29	\$31.11	\$201.18
Software Support & Maintenance	\$86.68	\$11.61	\$75.07
Membership Dues	\$2.60	\$0.35	\$2.25
Licenses & Permits	\$15.60	\$2.09	\$13.51
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Other Costs	\$663.06	\$88.79	\$574.27

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp

Budget for Title IV-E
County Legal Services Contract

Budget Narrative	
	<i>County:</i> McLennan County
	<i>Contract Number:</i> 23939734
	<i>Budget Effective Date:</i> 10/1/16 - 9/30/17
<p>Clearly describe each expense to be incurred and billed to this contract, including justification for expense. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp</p>	
<p><i>A. Administration</i></p>	
<p><u>A.1. Direct Personnel Salaries</u></p> <p>Staff: One full time paralegal (100%) and one part time attorney (90%) have been assigned to CPS related cases.</p>	
<p><u>A.2. Direct Personnel Fringe Benefits</u></p> <p>Fringe benefits are allocated per employee based on the percent of time attributed to the IV-E Program. Only those benefits normally paid or provided to all county employees are included.</p>	
<p><u>A.3. Direct Personnel Travel</u></p>	
<p><u>A.4. Direct Materials and Supplies</u></p> <p>Materials and supplies included in this budget are made up of general office, fax and copier supplies, and law books. These expenditures are allocated based on the percent of time attributed to the IV-E Program.</p>	
<p><u>A.5. Direct Equipment</u></p> <p>Equipment included in this budget are made up of desks, office chairs, other furniture, calculators, scanners, printers, label printers, computers, computer mouse, Konica copier and equipment rentals. Equipment is also allocated according to the percent of time spent on the IV-E Program and includes equipment rental and purchase.</p>	
<p><u>A.6. Direct Other Costs</u></p> <p>Other costs included in this budget are made up of telephone, postage/shipping, repairs and maintenance on equipment, furniture & office machines, maintenance contracts, software support & maintenance, Texas District and County Attorney Association fee and special licenses or permits that the District Attorney's office may need.</p>	
<p><i>B. Training</i></p>	
<p><u>B.1. Title IV-E Training (75%)</u></p>	
<p><u>B.2. Title IV-E Fostering Connections Training (65%)</u></p>	
<p><u>B.3. Non-Title IV-E Training (50%)</u></p>	
<p><i>C. Indirect Costs (if applicable)</i></p> <p>The Indirect Cost Rate of 13.47% is derived from the FY 2016 OMB A-87 Cost Allocation Plan submitted by Justice Benefits, Inc. A copy of this plan is on file with TDFPS. An updated version of the CAP will be available soon.</p>	

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myroslaw Gowan DEPUTY



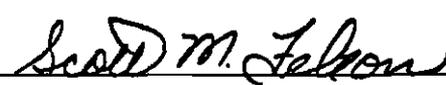
JBI

1711 East Belt Line Road
Coppell, TX 75019
800-835-2164

McLennan County, Texas
Title IV-E Child Welfare Services Budget
Fiscal Year 2017



Budget for Title IV-E
County Child Welfare Services Contract

Summary			
		County:	McLennan - CWS
		Contract Number:	23939735
		Budget Effective Date:	10/1/2016-9/30/2017
Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement*	Total Anticipated County Match
A. Administration			
A.1. Direct Personnel Salaries	\$0.00	\$0.00	\$0.00
A.2. Direct Personnel Fringe Benefits	\$0.00	\$0.00	\$0.00
A.3. Direct Personnel Travel	\$0.00	\$0.00	\$0.00
A.4. Direct Materials and Supplies	\$0.00	\$0.00	\$0.00
A.5. Direct Equipment	\$0.00	\$0.00	\$0.00
A.6. Direct Other Costs	\$241.05	\$32.28	\$208.77
Total Administration	\$241.05	\$32.28	\$208.77
B. Training			
B.1. Title IV-E Training (75%)	\$0.00	\$0.00	\$0.00
B.2. Title IV-E Fostering Connections Training (65%)	\$0.00	\$0.00	\$0.00
B.3. Non-Title IV-E Training (50%)	\$0.00	\$0.00	\$0.00
Total Training	\$0.00	\$0.00	\$0.00
C. Supplemental Foster Care Maintenance (SFCM)			
Total SFCM	\$9,842.75	\$5,529.66	\$4,313.09
D. Indirect Costs (if applicable)			
Indirect Cost Base	\$0.00	\$0.00	\$0.00
Grand Total	\$10,083.80	\$5,561.94	\$4,521.86
*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 3rd quarter of the preceding fiscal year:			26.783%
Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.			
* Estimated Federal Reimbursement for Supplemental Foster Care Maintenance expenses based on Federal Medicaid Assistance Percentage (FMAP) rate in effect during preceding fiscal year:			56.18%
Actual reimbursement will be based on FMAP rate in effect at the time reimbursement is made to contractor.			
Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):			13.470%
<u>Contractor Certification</u>			
 _____ Signature		10/4/16 _____ Date	
SCOTT M. FELTON, COUNTY JUDGE Printed Name & Title			

Budget for Title IV-E
County Child Welfare Services Contract

Administration						
A.1. Direct Personnel Salaries						
County: McLennan - CWS						
Contract Number: 23939735						
Budget Effective Date: 10/1/2016-9/30/2017						
Position or Title	A	B	C	D	E	F
	Monthly Salary	% of Time Spent on IV-E Activities	Number of Months of Service	Estimated Total Expense* (AxBxC)	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
Total Direct Personnel Salaries				\$0.00	\$0.00	\$0.00

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp

Budget for Title IV-E
County Child Welfare Services Contract

Administration			
A.2. Direct Personnel Fringe Benefits			
		County:	McLennan - CWS
		Contract Number:	23939735
		Budget Effective Date:	10/1/2016-9/30/2017
Type of Fringe Benefits	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Personnel Fringe Benefits	\$0.00	\$0.00	\$0.00

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp

Budget for Title IV-E
County Child Welfare Services Contract

Administration			
A.3. Direct Personnel Travel			
		County: McLennan - CWS	
		Contract Number: 23939735	
		Budget Effective Date: 10/1/2016-9/30/2017	
Type of Travel Expense Note: only include travel <u>NOT</u> related to personnel training	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Personnel Travel	\$0.00	\$0.00	\$0.00

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IV-E_County/default.jsp

Budget for Title IV-E
County Child Welfare Services Contract

Administration			
A.4. Direct Materials and Supplies			
		County: McLennan - CWS	
		Contract Number: 23939735	
		Budget Effective Date: 10/1/2016-9/30/2017	
Materials and Supplies (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Materials and Supplies	\$0.00	\$0.00	\$0.00

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IV-E_County/default.jsp

Budget for Title IV-E
County Child Welfare Services Contract

Administration A.5. Direct Equipment				
County: <u>McLennan - CWS</u>				
Contract Number: <u>23939735</u>				
Budget Effective Date: <u>10/1/2016-9/30/2017</u>				
Equipment (description)	Method Used (rent/lease/ purchase)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
Total Direct Equipment		\$0.00	\$0.00	\$0.00

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp

Budget for Title IV-E
County Child Welfare Services Contract

Administration			
A.6. Direct Other Costs			
		County:	McLennan - CWS
		Contract Number:	23939735
		Budget Effective Date:	10/1/2016-9/30/2017
Other Costs (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Bank Fees	\$40.17	\$5.38	\$34.79
Filing Fees	\$53.57	\$7.17	\$46.39
Meeting Expenses & Supplies	\$133.92	\$17.93	\$115.98
Office Supplies and Postage	\$13.39	\$1.79	\$11.60
		\$0.00	\$0.00
Total Direct Other Costs	\$241.05	\$32.28	\$208.77

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IV-E_County/default.jsp

Budget for Title IV-E
County Child Welfare Services Contract

C. Supplemental Foster Care Maintenance (SFCM)			
		County:	McLennan - CWS
		Contract Number:	23939735
		Budget Effective Date:	10/1/2016-9/30/2017
Other Costs (description)	Estimated Total Expense	Anticipated Federal Reimbursement (estimated FMAP)	Anticipated County Match
Childrens Parties	\$669.58	\$376.17	\$293.41
Christmas Gifts: Foster Children	\$133.92	\$75.23	\$58.68
Class Rings	\$66.96	\$37.62	\$29.34
Clothing	\$4,017.45	\$2,257.00	\$1,760.45
Awards and Gifts: Foster Children	\$66.96	\$37.62	\$29.34
Incidental/Temporary Child Care Expense	\$401.75	\$225.70	\$176.04
Clothing and/or School Supplies	\$4,017.45	\$2,257.00	\$1,760.45
Personal Incidentals	\$401.75	\$225.70	\$176.04
Transportaion Expenses	\$66.96	\$37.62	\$29.34
	\$0.00	\$0.00	\$0.00
Total Direct Other Costs	\$9,842.75	\$5,529.66	\$4,313.09

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp

Budget for Title IV-E
County Child Welfare Services Contract

Budget Narrative

County:	McLennan - CWS
Contract Number:	23939735
Budget Effective Date:	10/1/2016-9/30/2017

Clearly describe each expense to be incurred and billed to this contract. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IV_E_County

A. Administration

A.1. Direct Personnel Salaries

A.2. Direct Personnel Fringe Benefits

A.3. Direct Personnel Travel

A.4. Direct Materials and Supplies

A.5. Direct Equipment

A.6. Direct Other Costs

Bank Fees - Check Printing & Deposit Slip Printing Fees & any other bank fees. Filing Fees - Pay for Birth Certificates, ID cards and any other necessary filing fees. Meeting Expenses & Supplies - Pay for Annual Foster Children's Awards Banquet and meetings benefiting Foster Children such as room for fatherhood luncheon, foster parent meeting supplies, registration fee for Help & Hope or Children and Families, foster parents and children appreciation dinner, staff meeting, stationary for board of directors, aging out seminar, parent resources and information development, foster family banquet invitations, parent appreciation dinner, adoption day luncheon, snacks for PAL gift drop off. Office Supplies & Postage - any necessary office supplies and postage needed.

B. Training

B.1. Title IV-E Training (75%)

B.2. Title IV-E Fostering Connections Training (65%)

B.3. Non-Title IV-E Training (50%)

Budget for Title IV-E
County Child Welfare Services Contract

C. Supplemental Foster Care Maintenance (SFCM)

In this area we are claiming on: Childrens Parties - Money spent on Christmas Parties for Foster Children. Christmas Gifts: Foster Children - Money spent on Christmas Gifts for Foster Children from General Fund. Class Rings - To pay the cost within limits for class rings for Foster Children graduating from high school. Clothing - Clothing purchased for Foster Children. Awards and Gifts: Foster Children - Awards and Gifts for Foster Children that do not fit any other category such as flowers for funeral, Midway PAL, Foster Youth of the Year award and gifts. Incidental/Temporary Child Care Expense - Pay temporary emergency child care expenses such as overnight child care, temporary day care, child care and care. Clothing and/or School Supplies - Pay for school supplies and some clothing for Foster Children. Personal Incidentals - Pay for beds, or other furnitute or equipment needed by foster children such as bunk beds, strollers, high chairs. Transportation Expenses - Pay for transportation costs as needed by foster children.

D. Indirect Costs (if applicable)

The Indirect Cost Rate of 13.470% is derived from the FY 2016 OMB A-87 Cost Allocation Plan submitted by Justice Benefits, Inc. A copy of this plan is on file with TDFPS. An updated version of the CAP will be available soon.

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetaz Gowan DEPUTY

ORDER APPROVING FY 2017 BUDGET AMENDMENTS:

RECORDS MANAGEMENT

AND

HEALTH SERVICES DEPARTMENT

On this the 4 day of October, 2016, came on for consideration the matter Regarding the FY 17 Budget: Records Management and Health Services Department. After discussion, Commissioner Jones made a motion to approve and it was seconded by Judge Felton. After further discussion, a vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said FY 2017 Budget Amendments be, and the same are hereby, approved by unanimous vote.

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 010 (Records Management Fund)

Gentlemen:

I hereby request the following budget amendment for the fiscal year ending 09/30/17:

REQUESTED INCREASE(S)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct:#)	Account Description	Current Budget	Requested Increase	Amended Budget
010	10	20	0640	Rec Mngt	701000	Capital Outlay	1	95,331	95,332
							-	-	-
							-	-	-
							-	-	-
							-	-	-
						Total Increases		95,331	

REQUESTED DECREASE(S)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct:#)	Account Description	Current Budget	Requested Decrease	Amended Budget
010	10	20	0640	Rec Mngt	999999	Contingencies	275,916	95,331	180,585
							-	-	-
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		95,331	

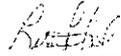
BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested for the Records Management Fund for the purchase of a high density mobile filing system to be used at the Archives facility.

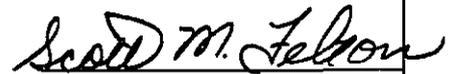
Respectfully Submitted
Requestor

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge

X 





Signed by: Lisa Fetsch

10/4/16



WORKSPACE SOLUTIONS

Date: September 28, 2016

QUOTE # 11304B

Quote Good Through: 09/30/2016

McLennan County	
Archives Warehouse	
824 Washington Ave.	
Waco, Tx.	

ITEM	QTY	MODEL	DESCRIPTION	UNIT	PER	PRICE
			HIGH DENSITY MOBILE FILING SYSTEM July 27, 2016			
1	1	LOT	Datum High Density Filing System Consists of: *10 rows of moveable carriages with double-faced shelving, 7 openings high Each row consists of shelving that is 76 1/4" high. 4 units are 48" wide. 4 units are 42" wide. *3 rows of fixed, double-faced shelving, 7 openings high. Each row consists of shelving that is 76 1/4" high and 48" wide. *Double entry into system *Ability to lock carriage in place from either entry *Polyvinyl decking *Standard aluminum ramp List Price: \$191,053.40 TXMAS Price:			76,230.31
2	1		Freight			5250.00
3	1		WSI Installation-WSI will unload delivery trucks and stage the system on the 1 st floor. System will then be moved to 2 nd floor by freight elevator as needed for assembly.			12500.00
4	1		TXMAS Fee			1351.19
4	1		TOTAL			95331.50

ACCEPTANCE OF PROPOSAL & SALES AGREEMENT

The undersigned agrees to purchase the goods and services described in this proposal and in accordance with the terms and conditions of this sale. Standard Invoice Terms are Net 20 days. PAST DUE ACCOUNTS ARE SUBJECT TO A MONTHLY INTEREST CHARGE OF 1.5% (18% APR).

Customer Signature _____

David Sablatura _____



WORKSPACE
S O L U T I O N S

Date: September 28, 2016

QUOTE # 11304B

Quote Good Through: 09/30/2016

McLennan County	
Archives Warehouse	
824 Washington Ave.	
Waco, Tx.	

ITEM	QTY	MODEL	DESCRIPTION	UNIT	PER	PRICE
			TXMAS #: TXMAS-14-71080			

ACCEPTANCE OF PROPOSAL & SALES AGREEMENT

The undersigned agrees to purchase the goods and services described in this proposal and in accordance with the terms and conditions of this sale. Standard Invoice Terms are Net 20 days. PAST DUE ACCOUNTS ARE SUBJECT TO A MONTHLY INTEREST CHARGE OF 1.5% (18% APR).

Customer Signature

David Sablatura

FILED: OCT 04 2016'

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetez Gowan DEPUTY

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 001 (General Fund)

Gentlemen:

I hereby request the following budget amendment for the fiscal year ending 09/30/17:

REQUESTED INCREASE(S)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct #)	Account Description	Current Budget	Requested Increase	Amended Budget
001	30	65	4310	Co Health	601111	Other Services and Charges	3,000	2,000	5,000
							-	-	-
							-	-	-
							-	-	-
Total Increases								2,000	

REQUESTED DECREASE(S)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct #)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	30	65	4310	Co Health	501000	Supplies	2,600	375	2,225
001	30	65	4310	Co Health	616101	Software Licensing	31,600	1,625	29,975
							-	-	-
							-	-	-
Total Decreases								2,000	

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase the "other services and charges" line item within the County Health Services department for fiscal year 2017. The request is related to the County's underwriting of the Waco Convention Center facility costs for the Providence Foundation to host 'Medical Mission at Home.' This expenditure was approved by Commissioners Court on September 20, 2016.

Respectfully Submitted
Requestor

Era Hamby

Approved as to form
County Auditor

[Signature]

Approved by
Commissioners Court
County Judge

Scott M. Felton

10/4/16

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
 McLennan County, Texas
 By Myrcetez Gowan DEPUTY

AGENDA: OCTOBER 4, 2016

G. Bids, RFP's, RFQ's Quotations for Goods and Services:

1. Recommendation regarding Bid 16-017: Justice of the Peace Renovations **Approved**
2. Authorization of Quote: BIS Digital (re: USB Audio Mixer) **Deferred**
3. Authorizations regarding Quotes: First Aid & Safety of Texas Inc. dba FASTEX AED (Re: Automated External Defibrillators (AEDs):
 - a. Regarding Updating of Units / Parts Replacement **Approved**
 - b. Regarding CPR / AED Training **Approved**

CD-409, 9:34

ORDER APPROVING:

**RECOMMENDATION RE: BID 16-017: JUSTICE
OF THE PEACE RENOVATIONS**

On this the 4 day of October, 2016, came on for consideration the matter of Recommendation regarding **Bid 16-017: Justice of the Peace Renovations**. Purchasing Director Ken Bass explained the recommendation. After discussion, Commissioner Perry made a motion to approve the base bid at \$159,500.00 (but not the alternate until the Court can look further into the matter) and it was seconded by Commissioner Gibson. After further discussion, a vote being called for, voting in favor of said motion was County Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said **Bid 16-017: Justice of the Peace Renovations** be, and the same is hereby, approved per recommendation by unanimous vote.

Recommendation

Date	Originating Department	Recommendation By	Reference Number
10/04/16	ADA	Ken Bass Bruce Thacker	BID 16-017

Background:

- Bid 16-017 Justice of the Peace Renovations
- Bid First Advertised on September 25, 2016
- RFPs Due / Opening on September 21, 2016

Respondents:

	Base	Alternate 1
Mazanec Construction Co., Inc. Waco, TX 76715-4400	\$159,500	\$59,500

Recommendation:

We recommend that McLennan County grant the award for the Justice of the Peace Renovations to Mazanec Construction Co., Inc.

Why:

Mazanec Construction Co. submitted the sole bid. The Base Bid is for the ADA renovations for JPs 2, 3 and 5 for \$159,500.

Alternate #1 involves the enclosing of the existing carport area at JP Precinct 3 for \$59,500. This does not have to do with ADA Compliance it is an optional project that we considered while renovation was taking place at this location. We respectfully present this to Commissioners Court for your consideration.

Reviewed by:

Ken Bass

BASE BID @ \$159,500
APPROVED BY COMMISSIONERS COURT
THIS 4 DAY OF OCT 2016
Scott M. Felton
COUNTY JUDGE

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetaz Gowan DEPUTY

ORDER DEFERRING:

AUTHORIZATION OF QUOTE: BIS DIGITAL
(RE: USB AUDIO MIXER)

On this the 4 day of October, 2016, came on for consideration the matter of Authorization of Quote: BIS Digital (re: USB Audio Mixer). After discussion, Commissioner Jones made a motion defer and it was seconded by Commissioner Snell. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, deferred by unanimous vote.

ORDER APPROVING:

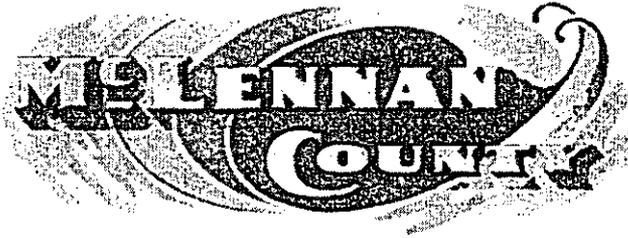
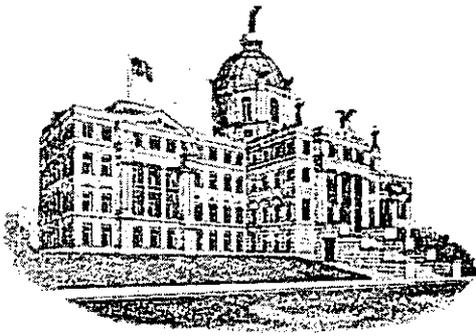
**AUTHORIZATIONS REGARDING QUOTES:
FIRST AID & SAFETY OF TEXAS INC. DBA FASTEX AED
(RE: AUTOMATED EXTERNAL DEFIBRILLATORS (AEDS):**

RE: UPDATING OF UNITS / PARTS REPLACEMENT

AND

RE: CPR / AED TRAINING

On this the 4 day of October, 2016, came on for consideration the matter of Authorizations regarding Quotes: First Aid & Safety of Texas Inc. dba FASTEX AED (Re: Automated External Defibrillators (AEDs): Regarding Updating of Units / Parts Replacement and Regarding CPR / AED Training. After discussion, Commissioner Jones made a motion to approve and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Gibson and Commissioner Perry. It is ordered by the Court that said Authorizations be, and the same are hereby, approved by unanimous vote.



WACO, TEXAS

Ken Bass

Director of Purchasing
214 North 5th Street
Waco, Texas 76701

Office: (254) 757-5016
Fax: (254) 757-5068
ken.bass@co.mclennan.tx.us

October 4, 2017

Regarding: AEDs and Training

We have a number of AEDs that need to have batteries and pads replaced. These items have an expiration date and need to be replaced to keep in good working order. We have some older Zoll units that need to be updated. Fastex has the expertise to update these units for continued use. And lastly, the County hosted a training session for CPR and AED training almost two years ago. The training certification is good for two years. It is time to host this training again. We have a quote for training 20 employees. I believe the number could be 40 or more. I include quotes that we received from Fastex.

Thank You,

Ken Bass

AN AMOUNT NOT TO EXCEED \$5000
FOR PARTS / UPDATING & TRAINING
APPROVED BY COMMISSIONERS COURT
THIS 4 DAY OF OCT 2016
Scott M. Felton
COUNTY JUDGE

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetaz Gowan DEPUTY



First Aid & Safety of Texas Inc. dba FASTEX AED

PO Box 703613
Dallas, TX 75370

Quotation

Date	Quote
9/28/2016	2062

<p>McLennan County Accounts Payable 214 North 4th Street Suite 100 Waco, TX 76701</p>

Description	MPN	Qty	Price	Extended
AED, PHYSIO CR PLUS ADULT QUIK PAK	11403-000001	12	125.75	1,509.00
AED, CARDIAC SCIENCE BTRY 9146	9146-102	1	275.75	275.75
AED, CARDIAC SCIENCE PADS 9131	9131-001	1	38.75	38.75
AED, ZOLL ADULT Z PADZ	8900-0800-01	6	149.75	898.50
AED, ZOLL REPLACEMENT BATTERIES, SLEEVE OF 10	8000-0807-01	6	37.75	226.50
AED, ZOLL AED PLUS UPGRADE		6	50.00	300.00
			Subtotal	\$3,248.50
			Sales Tax (0.0%)	\$0.00
			Total	\$3,248.50
Phone #	Fax #	E-mail		Web Site
972.733.0073	972.248.7099	riggsm@fas-tex.com		www.fas-tex.com



First Aid & Safety of Texas Inc. dba FASTEX AED

PO Box 703613
Dallas, TX 75370

Quotation

Date	Quote
6/17/2016	2063

<p>McLennan County Accounts Payable 214 North 4th Street Suite 100 Waco, TX 76701</p>

Description	MPN	Qty	Price	Extended
<p>CPR AED TRAINING</p> <p>This quote is for onsite CPR/AED training for 20 McLennan County employees.</p>		20	35.00	700.00
			Subtotal	\$700.00
			Sales Tax (0.0%)	\$0.00
			Total	\$700.00
Phone #	Fax #	E-mail		Web Site
972.733.0073	972.248.7099	riggsm@fas-tex.com		www.fas-tex.com

FILED: OCT 04 2016

J.A. "ANDY" HARWELL: County Clerk
McLennan County, Texas
By Myroteez Gowan DEPUTY

AGENDA: OCTOBER 4, 2016

**H. Contracts, Interlocal Agreements, and Memorandums of Understanding:
Purchase, Lease, or Acquisition of Goods, Equipment or Services,
Including any Financing Thereof:**

1. Authorization of Interlocal Cooperation Agreements for Housing and Care of Inmates:
 - a. Freestone County **Deferred**
 - b. Hamilton County **Approved**
2. Regarding the McLennan County Group Health Plan:
 - a. Authorization of Administrative Services Agreement and related documents: Scott & White Health Plan **Deferred**
 - b. Authorization of Summary Plan Description (SPD) Administered by Scott & White **Deferred**
3. Authorization of Interlocal Agreement: Coryell County (re: Salary Supplement) **Approved**
4. Authorization of License and Services Agreement: Workplace Answers, LLC (re: Employee Harassment Prevention and Safety Training) **Approved**
5. Authorization of Elevator Service / Maintenance Agreement Addendum: ThyssenKrupp Elevator Corporation **Approved**
6. Authorization of Agreement: Office of Court Administration (re: Reimbursement of Long-Distance Calls / Faxes) **Approved**
7. Authorization of Interlocal Cooperation Agreement: City of Waco (re: Emergency Operations Center) **Approved**
(See beginning of Meeting)
8. Authorization of Interlocal Cooperation Agreement: City of Gholson (re: Wesley Chapel and Hamilton Drive Road Work) **Approved**
(See after H. 6.)
9. Authorization of Interlocal Cooperation Agreement: City of Ross (re: Asphalt Work) **Approved**

CD-409, 9:46

ORDER DEFERRING:

**AUTHORIZATION OF INTERLOCAL COOPERATION
AGREEMENTS FOR HOUSING AND CARE OF INMATES:**

FREESTONE COUNTY

On this the 4 day of October, 2016, came on for consideration the matter of Authorization of Interlocal Cooperation Agreements for Housing and Care of Inmates: Freestone County. After discussion, Commissioner Jones made a motion to defer and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, deferred by unanimous vote.

ORDER APPROVING:

**AUTHORIZATION OF INTERLOCAL COOPERATION
AGREEMENTS FOR HOUSING AND CARE OF INMATES:**

HAMILTON COUNTY

On this the 4 day of October, 2016, came on for consideration the matter of Authorization of Interlocal Cooperation Agreements for Housing and Care of Inmates: Hamilton County. After discussion, Commissioner Perry made a motion to approve and it was seconded simultaneously by Commissioner Jones and Commissioner Snell. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and entered into between **McLennan County, Texas** (hereinafter "Contractor") and **Hamilton County, Texas** (hereinafter "County") on the date indicated below.

WHEREAS, County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its jail, and

WHEREAS, Contractor currently has the jail capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413(32c), Tex. Rev. Civ. Stat.), and

WHEREAS, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's jail.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE I DETENTION SERVICES

1.01 **HOUSING AND CARE OF INMATES**: Contractor agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the County in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its own jail subject to the terms and conditions of this Agreement.

1.02 **MEDICAL SERVICES**: The per day rate under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical and dental care, and does not include the costs associated with any hospitalization of an inmate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through its Sheriff or designated representative, as soon as possible to inform the County of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization. Contractor will arrange for outside hospitalization to be billed directly to the County.

1.03 **MEDICAL INFORMATION**: The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regimen applicable to each inmate.

1.04 **TRANSPORTATION AND OFF-SITE SECURITY:** The Contractor and/or contractor's agent will be responsible for the transportation of inmates of County to and from the Jail but not limited to transportation of inmates to and from court proceedings and hearings; transportation of inmates to the Texas Department of Criminal Justice, Institutional Division, for confinement; and/or transportation of inmates to and from County for any purpose, including non-routine medical services.

Contractor will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. The County shall compensate the Contractor for the actual cost of said guard services to the Contractor at the rate of \$15.00 per hour, which shall be billed by the Contractor along with the regular monthly billing for detention services.

1.05 **SPECIAL PROGRAMS:** The per day rate set out in this agreement only covers basic custodial care and supervision and does not include any special educational, vocational or other programs. The parties may agree by a written amendment to this agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.

1.06 **LOCATION AND OPERATION OF FACILITY:** The Contractor shall provide the detention services described herein at the Jack Harwell Detention Center, McLennan County, Texas.

ARTICLE II **FINANCIAL PROVISIONS**

2.01 **PER DIEM RATE:** The per diem rate for detention services under this agreement is Fifty-Three Dollars Thirty-Eight cents (\$53.38) per man day based on monthly average occupancy. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this agreement, except that the County may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contractor will bill for the day of arrival, but not for the day of departure.

2.02 **BILLING PROCEDURE:** Contractor shall submit an itemized invoice for the services provided each month to the County, in arrears, invoices will be submitted to the officer of the County designated to receive the same on behalf of the County. The County shall make payment to the Contractor within thirty (30) days after receipt of the invoice. Payment shall be in the name of McLennan County, Texas and shall be remitted to:

McLennan County Auditor
214 N. 4th Street, Suite 100
Waco, Texas 76701

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of the County under this agreement. County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

ARTICLE III
TERM OF AGREEMENT

3.01 **PRIMARY TERM:** The Primary Term of this agreement is for one (1) year from the date of execution of this agreement by both parties.

3.02 **RENEWALS:** This agreement may be renewed annually by mutual agreement of the parties for ten (10) additional one year terms. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the commissioners courts of the respective parties.

3.03 **TERMINATION:** This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the County's inmates.

ARTICLE IV
ACCEPTANCE OF INMATES

4.01 **COMPLIANCE WITH LAW:** Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners, or any specified number thereof, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner from the facility.

4.02 **ELIGIBILITY FOR INCARCERATION AT FACILITY:** The only inmates of the County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the, state standards under both the Jail commission approved custody assessment system in place at the County's jail and pursuant to the custody assessment system in place at the Contractor's facility.

All inmates proposed by the County to be transferred to the Contractor's facility under this agreement must meet the eligibility requirements set forth above. The Contractor reserves the right to review the inmates' classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at the Contractor's facility, the Contractor reserves the right to demand that the County remove that inmate and replace said inmate with a non-high risk inmate of the County.

4.03 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:

Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Contractor's facility, and the County shall cooperate with and provide information requested regarding any inmate by the Contractor's sheriff. The Contractor reserves the right to refuse acceptance of any prisoner of the County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's facility in the opinion of the Contractor's Sheriff, the County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of the Contractor's Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

4.04 INMATE SENTENCES: Contractor shall not be in charge or responsible for the computation or processing of inmates time of confinement, including, but not limited to, computation of good time award credits and discharge dates. All such computations and recordkeeping shall continue to be the responsibility of the County. It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date. The Contractor will release inmates of the County only when such release is specifically requested in writing by the Sheriff of the County. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the Contractor to return inmates to the County facility shortly before their discharge date, and for the County to discharge the inmate from its own facility. The County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of same, and to the extent allowed by law, shall indemnify and hold the Contractor harmless for all liability or expenses of any kind arising therefrom. The County is responsible for all paperwork, arrangements and facilitation of inmates to be transferred and the Contractor shall be responsible for the transportation and delivery of the County inmates except those inmates to be delivered directly to the Texas Department of Criminal Justice, Institutional Division as provided in paragraph 1.04 above.

**ARTICLE V
MISCELLANEOUS**

5.01 BINDING NATURE OF AGREEMENT: This agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.

5.02 NOTICE: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor: McLennan County
Attention: County Judge
501 Washington Ave., Rm 214
Waco, Texas 76701

To County: Hamilton County
Attention: County Judge
102 N. Rice, Ste 124
Hamilton, Texas 76531

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

5.03 **AMENDMENTS:** This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by commissioner's courts of the respective parties hereto.

5.04 **PRIOR AGREEMENTS:** This agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

5.05 **CHOICE OF LAW AND VENUE:** The law which shall govern this agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Waco, McLennan County, Texas, and venue of any dispute or matter arising under this agreement shall lie in a district court of McLennan County, Texas.

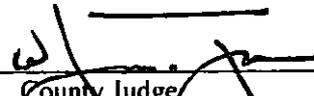
5.06 **APPROVALS:** This agreement must be approved by the Commissioners Court of the County and the Commissioners Court of the Contractor in accordance with the Interlocal Cooperation Act.

5.07 **FUNDING SOURCE:** The County must pay all amounts due under this agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the County's Auditor below certifies that there are sufficient funds from current revenues available to the County to meet its obligations under this agreement.

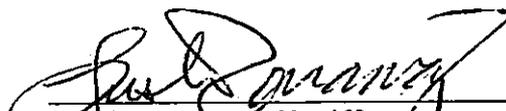
Signature and Execution:

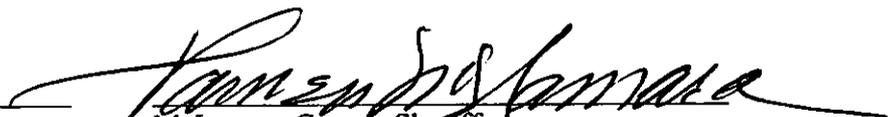
HAMILTON COUNTY, TEXAS

McLENNAN COUNTY, TEXAS

By: 
County Judge
And Approved by the Hamilton County
Commissioners Court by Order
Dated 10-3-2016

By: 
County Judge SCOTT M. FEUTON
And Approved by the McLennan County
Commissioners Court by Order
Dated 10/4/16


Hamilton County Sheriff
Date Approved: 10/13/2016


McLennan County Sheriff
Date Approved: 10-5-2016

FILED: OCT 04 2016

ORDER DEFERRING:

**AUTHORIZATION OF ADMINISTRATIVE SERVICES AGREEMENT AND
RELATED DOCUMENTS: SCOTT & WHITE HEALTH PLAN**

AND

**AUTHORIZATION OF SUMMARY PLAN DESCRIPTION (SPD)
ADMINISTERED BY SCOTT & WHITE**

RE: THE MCLENANN COUNTY GROUP HEALTH PLAN

On this the 4 day of October, 2016, came on for consideration the matter Regarding the McLennan County Group Health Plan: Authorization of Administrative Services Agreement and related documents: Scott & White Health Plan and Authorization of Summary Plan Description (SPD) Administered by Scott & White . After discussion, Commissioner Jones made a motion to defer and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorizations be, and the same is hereby, deferred by unanimous vote.

ORDER APPROVING:

AUTHORIZATION OF INTERLOCAL AGREEMENT: CORYELL COUNTY
(RE: SALARY SUPPLEMENT)

On this the 4 day of October, 2016, came on for consideration the matter of Authorization of Interlocal Agreement: Coryell County (re: Salary Supplement). After discussion, Commissioner Perry made a motion to approve and it was seconded by Commissioner Snell. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

**Interlocal Agreement Between McLennan County and
Coryell County Regarding the Payment of Salary
Supplement to the Justices on the Tenth Court of Appeals**

Whereas, the legislature has authorized the payment of a salary supplement to be paid to each of the justices on the courts of appeals from the counties in each court of appeals district (SEE Government Code Sections 659.012, 31.001, & 32.001);

Whereas, Coryell County desires to participate in the salary supplement paid to the three justices on the Tenth Court of Appeals;

Whereas, there are 18 counties in the Tenth Court of Appeals District and some of the counties desire to have the administration of the payment of the salary supplement handled by another county;

Whereas, McLennan County agrees to handle the administrative processes necessary to pay its share of the salary supplement and the salary supplement of other counties that have agreed to participate in the payment of the salary supplement, specifically including the salary supplement to be paid by Coryell County; and

Whereas, the salary paid to the Chief Justice and Justices of the Court of Appeals may not exceed a certain cap which is determined so as to keep the total salary paid to each Court of Appeals Justice below the salary of a Texas Supreme Court Justice, and nothing herein shall authorize the payment of a salary supplement that would cause the salary cap to be exceeded.

Now Therefore McLennan County and Coryell County agree as follows:

- McLennan County will annually compute the amount to be paid by Coryell County taking into account the number of counties and amount that each county has agreed to contribute for the payment of the salary supplement. McLennan County will prepare and submit an invoice for the amount owed by Coryell County for the applicable period within 30 days of the beginning of the period. Coryell County agrees to pay the entire invoice amount within 30 days of receipt of the invoice.
- The invoice will be for the prorated amount of the salary supplement, payroll taxes and payroll benefits on McLennan County's benefit package. The amount invoiced to each participating county will be equally prorated between the contributing Counties.
- If there is a difference between the actual and estimated payroll taxes and payroll benefits, any excess will be credited, or any shortage added to, the invoice for the succeeding period. Likewise, funds not used due to a vacancy in a justice position on the court will be credited to the invoice for the succeeding period.
- The beginning date of this agreement is October 1, 2016. The initial period of the agreement will be for the twelve month period from October 1, 2016 to September 30, 2017. After the initial period, the agreement will be automatically renewed unless terminated and will continue from October 1 to September 30 thereafter.
- Either McLennan County or Coryell County may terminate this agreement by providing notice of termination to the other at the address indicated below, no later than 60 days before September 30 of the applicable period.

McLennan County:

By: Scott M. Felton

Title: COUNTY JUDGE
10/4/16

McLennan County Contact:

Name: SCOTT M. FELTON

Title: COUNTY JUDGE

Address: 501 WASHINGTON AVE, RM 214
WACO, TEXAS 76701

Phone: 254-757-5049

Coryell County:

By: John E. Firth

Title: County Judge

Coryell County Contact:

Name: John E. Firth

Title: County Judge

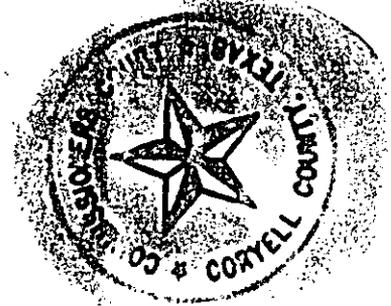
Address: 800 E. Main St, STE A
Gatesville, TX 76528

Phone: 254-248-3101

Date Signed: 9-17-2016

Attest:

Barbara Simpson
County Clerk



FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetaz Gowan DEPUTY

ORDER APPROVING:

**AUTHORIZATION OF LICENSE AND SERVICES AGREEMENT:
WORKPLACE ANSWERS, LLC (RE: EMPLOYEE HARASSMENT
PREVENTION AND SAFETY TRAINING)**

On this the 4 day of October, 2016, came on for consideration the matter of Authorization of License and Services Agreement: Workplace Answers, LLC (re: Employee Harassment Prevention and Safety Training). After discussion, Commissioner Snell made a motion to approve H. 4. and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

ORDER APPROVING:

**AUTHORIZATION OF ELEVATOR SERVICE / MAINTENANCE AGREEMENT
ADDENDUM: THYSSENKRUPP ELEVATOR CORPORATION**

On this the 4 day of October, 2016, came on for consideration the matter of Authorization of Elevator Service / Maintenance Agreement Addendum: ThyssenKrupp Elevator Corporation. After discussion, Commissioner Jones made a motion to approve H. 5. and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Gibson and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

ORDER APPROVING:

**AUTHORIZATION OF AGREEMENT: OFFICE OF COURT ADMINISTRATION
(RE: REIMBURSEMENT OF LONG-DISTANCE CALLS / FAXES)**

On this the 4 day of October, 2016, came on for consideration the matter of Authorization of Agreement: Office of Court Administration (re: Reimbursement of Long-Distance Calls / Faxes). After discussion, Commissioner Jones made a motion to approve and it was seconded by Commissioner Snell. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

The Court went to item H. 8. Authorization of Interlocal Cooperation Agreement: City of Gholson (re: Wesley Chapel and Hamilton Drive Road Work).

ORDER APPROVING:

**AUTHORIZATION OF INTERLOCAL COOPERATION
AGREEMENT: CITY OF GHOLSON(RE: WESLEY
CHAPEL AND HAMILTON DRIVE ROAD WORK)**

On this the 4 day of October, 2016, came on for consideration the matter of Authorization of Interlocal Cooperation Agreement: City of Gholson (re: Wesley Chapel and Hamilton Drive Road Work). After discussion, Commissioner Jones made a motion to approve and it was seconded by Commissioner Snell. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

INTERLOCAL COOPERATION AGREEMENT

This agreement is made by and entered into between City of Gholson and McLennan County, (hereinafter "County"), Texas, on ~~September 4~~ ^{OCTOBER 4}, 2016.

WHEREAS, it is in the best interest of the citizens of McLennan County for the various governmental entities located in this County to cooperate in the provision of governmental services where such cooperation will result in a more efficient, higher quality and/or more cost-effective provision of such services; and

WHEREAS, with regard to the project defined below, these governmental functions and services can be more efficiently provided by the County; and

WHEREAS, the County is willing to provide the work and materials needed for project defined herein in consideration of payment of a sum in an amount that fairly compensates the County for the materials provided and the work performed; and

WHEREAS, City of Gholson and the County have found it advisable to enter into an Interlocal Cooperation Act agreement wherein the County agrees to provide the governmental functions described below as authorized by Chapter 791, Government Code (formerly Article 441 3(32c), TEX. REV. CIV. STAT. ANN) after authorization by the County Commissioner's Court as required by the statute.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

Section I: Terms of Agreement:

(a) Work to be Performed and Equipment to be Provided by County/Scope of Project:

Wesley Chapel, and Hamilton Drive

Add gravel to all driveway entrances, blade in asphalt as needed, two coat chipseal

Quote is per mile: Total Miles requested is 4.5

Materials –	6000 Gallons CRS-2 Emulsion	\$5,500.00
	160 Tons Peagravel	\$1,150.00
Equipment & Labor -	Distributor	\$ 365.00
	Chipsreader	\$ 780.00
	Tandem Truck	\$1,560.00
	Roller	\$ 385.00

Sign Men/Trucks	\$ 310.00
Tankers	\$ 585.00
Van and Dump Trailer	<u>\$ 380.00</u>

Cost per mile - \$11,015.00

Cost for 4.5 miles \$49,567.50 total

Lump Sum: City of Gholson agrees to pay a sum not to exceed \$49,567.50 Forty Nine thousands, five hundred sixty seven dollars and 50/xx) to County for work and equipment provided pursuant to Section I (a). Payment shall be made by City of Gholson within thirty (30) days after receipt of a statement for such work, materials and expenses by the County. Payment shall be made payable to McLennan County, and shall be sent to the McLennan County Treasurer's Office, Records Building, 215 N. 5th Street, Suite 226, Waco, Texas 76701.

c. Agreement for Authorized Project Only: The parties agree that the scope of the work and materials to be provided by the County is limited to the project as authorized according to Chapter 791, Government Code (formerly Article 4413(32c), TEX. REV. CIV. STAT. ANN.), and set out in this Agreement.

d. Additional Materials, Labor, or Equipment: In the event that additional materials, labor, or equipment is necessary to complete the project which were not provided for in the contract sum provided above, City of Gholson agrees to pay the County for the same at the rate of the actual cost of the additional materials, labor, or equipment provided plus N/A percent of said cost or, alternatively (and exclusively if provided herein) as follows:

Not Applicable; addressed in I. (b)

Section II: Miscellaneous Terms.

(a) Responsibility for Governmental and Regulatory Approvals and Compliance with Laws; City of Gholson agrees to obtain all governmental and regulatory approvals necessary for the project and to assure that said project as defined herein complies with all applicable laws, ordinances and regulations.

(b) Easements, Right of Way Grants, and Approvals: City of Gholson agrees to obtain all easements, right of way grants, or approvals necessary for the county to perform the work defined herein.

(c) Warranty Regarding Property to be Improved: City of Gholson warrants that the work to be performed under this contract will only improve property being utilized for public purposes and is not for the enhancement of private property.

(d) Warranty of Indemnification: City of Gholson shall defend, indemnify and save harmless the County from any and all damages, cost, claims, expenses or liability arising out of or connected with any act, error or omission of the City's equipment, employees, agents, or independent contractors.

(e) Place of Performance: The obligations and undertakings of each of the parties to this agreement shall be performable in Waco, McLennan County, Texas.

(f) Notices: Any notice required or permitted to be given hereunder or under the laws of this state shall be given in *writing* and may be given via the United States Postal Service, certified mail, or commercial courier service, addressed to the applicable party at the address set forth below:

County: McLennan County, Texas
Attention: County Judge
501 Washington, Suite 214
Waco, Texas 76701

City: City of Gholson
155 Wesley Chapel Rd.
Waco, TX 76705

Either party may by notice to the other specify a different address for notice purposes.

(g) Continuing Responsibility: This Agreement includes the work described and for subsequent replacement of missing traffic control signs and street signs as needed and requested by the City Gholson. The City of Gholson is solely responsible for monitoring the work, making needed request and guarantees payment promptly upon invoice. This agreement can be canceled by either party upon 10 days written notice.

(h) Current Revenues: The payments under this agreement by City of Gholson shall be from current revenues available to City of Gholson.

(i) Force Majeure: Other than City of Gholson obligation to make required payments under this agreement, the parties shall not be held to be in breach of this agreement when they are prevented from performing their obligations under this agreement by reason of fire, flood, hurricanes, strikes, lockouts or other industrial disturbances, explosions, civil commotion, act of God or the public enemy, government prohibitions, or preemptions, embargoes, the act of default of the other party, or other events beyond the reasonable control of either party as the case may be, and which event makes performance hereunder impossible or commercially impractical.

(j) Disclaimer and Waiver of Warranties: County specifically disclaims any warranties regarding the materials or work provided under this contract. City of Gholson agrees that no warranties express or implied, have been made as to the quality of the

materials or work provided hereunder and expressly waives any such warranties.

(k) Prior Agreement/Amendment: This contract contains all agreements or understandings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This contract shall not be modified or amended except by written instrument executed by duly authorized representatives of both parties after compliance with Chapter 791, Government Code (formerly Article 4413(32c), TEX. REV. CIV. STAT. ANN.).

(l) Availability of County Equipment Materials, and Labor: No set date for performance of this agreement by the County is imposed hereby, and City of Gholson agrees that performance by County under this agreement is subject to the availability of equipment, materials and labor, and that the County must first use its resources to endeavor to perform its own governmental functions. However, the County agrees to make all reasonable efforts to perform under this contract at the date and time requested by City of Gholson, and not to unreasonably delay in performing hereunder.

(m) The parties agree that, pursuant to Chapter 701 .014, Government Code (formerly Art. 4413 (32c), 4B) the McLennan County Commissioners Court must give specific written approval to each individual project under this interlocal agreement before the project is begun. Such approval may be made by the minutes of the Commissioners Court and will describe the type of the project to be undertaken and identify the location of the project.

(n) Binding Effect: This contract shall be binding on the parties hereto and their heirs, successors, and assigns.

(o) Approval of Contract: This contract must be approved by the governing bodies of each of the parties in accordance with Texas law. This agreement may be executed in multiple counterparts, each of which constitutes an original.

EXECUTED on the 4th day of OCTOBER 2016.

ATTEST: J.A "ANDY" HARWELL, COUNTY CLERK

By: Kelly Fullbright
Kelly Fullbright, Deputy County Clerk

Scott M. Felton
Scott M. Felton, County Judge

ATTEST:

Larry Binnion
Mayor

FILED: OCT 04 2016

ORDER APPROVING:

**AUTHORIZATION OF INTERLOCAL COOPERATION AGREEMENT:
CITY OF ROSS (RE: ASPHALT WORK)**

On this the 4 day of October, 2016, came on for consideration the matter of Authorization of Interlocal Cooperation Agreement: City of Ross (re: Asphalt Work). After discussion, Commissioner Jones made a motion to approve and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

INTERLOCAL COOPERATION AGREEMENT

This agreement is made by and entered into between City of Ross and McLennan County, (hereinafter "County"), Texas, on ~~September~~ *October 4,* 2016.

WHEREAS, it is in the best interest of the citizens of McLennan County for the various governmental entities located in this County to cooperate in the provision of governmental services where such cooperation will result in a more efficient, higher quality and/or more cost-effective provision of such services; and

WHEREAS, with regard to the project defined below, these governmental functions and services can be more efficiently provided by the County; and

WHEREAS, the County is willing to provide the work and materials needed for project defined herein in consideration of payment of a sum in an amount that fairly compensates the County for the materials provided and the work performed; and

WHEREAS, City of Ross and the County have found it advisable to enter into an Interlocal Cooperation Act agreement wherein the County agrees to provide the governmental functions described below as authorized by Chapter 791, Government Code (formerly Article 441 3(32c), TEX. REV. CIV. STAT. ANN) after authorization by the County Commissioner's Court as required by the statute.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

Section I: Terms of Agreement:

(a) Work to be Performed and Material to be Provided by County/Scope of Project:

City of Ross: Blade in Asphalt

Materials – 300 Ton Type D Asphalt..... \$ 17,400.00

Equipment & Labor Costs.....

1 Motorgrader..... \$ 1,568.00

1 Roller..... \$ 912.00

1 Pick-up/Sign Control..... \$ 1,120.00

2 Trucks and Trailers to haul. \$ 2,912.00

TOTAL COST \$ 23,912.00

Lump Sum: City of Ross agrees to pay a sum not to exceed **\$23,912.00 (Twenty Three Thousand Nine Hundred Twelve and 00/00 dollars)** to County for work and materials provided pursuant to Section I (a). Payment shall be made by City of Ross within thirty (30) days after receipt of a statement for such work, materials and expenses by the County. Payment shall be made payable to McLennan County, and shall be sent to the McLennan County Treasurer's Office, Records Building, 215 N. 5th Street, Suite 226, Waco, Texas 76701.

c. **Agreement for Authorized Project Only:** The parties agree that the scope of the work and materials to be provided by the County is limited to the project as authorized according to Chapter 791, **Government Code** (formerly Article 4413(32c), TEX. REV. CIV. STAT. ANN.), and set out in this Agreement.

d. **Additional Materials, Labor, or Equipment:** In the event that additional materials, labor, or equipment is necessary to complete the project which were not provided for in the contract sum provided above, City of Ross agrees to pay the County for the same at the rate of the actual cost of the additional materials, labor, or equipment provided plus N/A percent of said cost or, alternatively (and exclusively if provided herein) as follows:

Not Applicable; addressed in I. (b)

Section II: Miscellaneous Terms.

(a) **Responsibility for Governmental and Regulatory Approvals and Compliance with Laws:** City of Ross agrees to obtain all governmental and regulatory approvals necessary for the project and to assure that said project as defined herein complies with all applicable laws, ordinances and regulations.

(b) **Easements, Right of Way Grants, and Approvals:** City of Ross agrees to obtain all easements, right of way grants, or approvals necessary for the county to perform the work defined herein.

(c) **Warranty Regarding Property to be Improved:** City of Ross warrants that the work to be performed under this contract will only improve property being utilized for public purposes and is not for the enhancement of private property.

(d) **Warranty of Indemnification:** City of Ross shall defend, indemnify and save harmless the County from any and all damages, cost, claims, expenses or liability

arising out of or connected with any act, error or omission of the City's equipment, employees, agents, or independent contractors.

(e) **Place of Performance:** The obligations and undertakings of each of the parties to this agreement shall be performable in Waco, McLennan County, Texas.

(f) **Notices:** Any notice required or permitted to be given hereunder or under the laws of this state shall be given in *writing* and may be given via the United States Postal Service, certified mail, or commercial courier service, addressed to the applicable party at the address set forth below:

County: McLennan County, Texas

Attention: County Judge

501 Washington, Suite 214

Waco, Texas 76701

City: City of Ross

PO Box 40

Ross, TX 76684-0040

Either party may by notice to the other specify a different address for notice purposes.

(g) **No Continuing Responsibility:** This Agreement is for the work described only, and does not include subsequent maintenance, repair or monitoring of the work. City of Ross is solely responsible for monitoring the work, making needed repairs and doing required maintenance.

(h) **Current Revenues:** The payments under this agreement by City of Ross shall be from current revenues available to City of Ross.

(i) **Force Majeure:** Other than City of Ross obligation to make required payments under this agreement, the parties shall not be held to be in breach of this agreement when they are prevented from performing their obligations under this agreement by reason of fire, flood, hurricanes, strikes, lockouts or other industrial disturbances, explosions, civil commotion, act of God or the public enemy, government prohibitions, or preemptions, embargoes, the act of default of the other party, or other events beyond the reasonable control of either party as the case may be, and which event makes performance hereunder impossible or commercially impractical.

(i) **Disclaimer and Waiver of Warranties:** County specifically disclaims any warranties

regarding the materials or work provided under this contract. City of Ross agrees that no warranties express or implied, have been made as to the quality of the materials or work provided hereunder and expressly waives any such warranties.

(k) Prior Agreement/Amendment: This contract contains all agreements or understandings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This contract shall not be modified or amended except by written instrument executed by duly authorized representatives of both parties after compliance with Chapter

791, Government Code (formerly Article 4413(32c), TEX. REV. CIV. STAT. ANN.).

(l) Availability of County Equipment Materials, and Labor: No set date for performance of this agreement by the County is imposed hereby, and City of Ross agrees that performance by County under this agreement is subject to the availability of equipment, materials and labor, and that the County must first use its resources to endeavor to perform its own governmental functions. However, the County agrees to make all reasonable efforts to perform under this contract at the date and time requested by City of Ross, and not to unreasonably delay in performing hereunder.

(m) The parties agree that, pursuant to Chapter 701 .014, Government Code (formerly Art. 4413 (32c), 4B) the McLennan County Commissioners Court must give specific written approval to each individual project under this interlocal agreement before the project is begun. Such approval may be made by the minutes of the Commissioners Court and will describe the type of the project to be undertaken and identify the location of the project.

(n) Binding Effect: This contract shall be binding on the parties hereto and their heirs, successors, and assigns.

(o) Approval of Contract: This contract must be approved by the governing bodies of each of the parties in accordance with Texas law.

This agreement may be executed in multiple counterparts, each of which constitutes an original.

EXECUTED on the 4th day of OCTOBER 2016.

ATTEST: J.A "ANDY" HARWELL, COUNTY CLERK

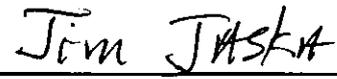
By: Kelly Fullbright
Kelly Fullbright, Deputy County Clerk

Scott M. Felton
Scott M. Felton, County Judge

ATTEST:



Mayor



FILED: OCT 04 2016

J.A. "ANDY" HARNELL, County Clerk
McLennan County, Texas
By Rhycetee Gowan DEPUTY

AGENDA: OCTOBER 4, 2016

I. Capital Improvement, Repair, Maintenance Projects and Construction Projects:

1. Regarding the Texas Department of Transportation Bridge Replacement Program: Authorization of Bridge Selection for Potential Replacement **Approved**

CD-409, 9:56

ORDER APPROVING:

**AUTHORIZATION OF BRIDGE SELECTION FOR
POTENTIAL REPLACEMENT**

**RE: THE TEXAS DEPARTMENT OF TRANSPORTATION BRIDGE
REPLACEMENT PROGRAM**

On this the 4 day of October, 2016, came on for consideration the matter Regarding the Texas Department of Transportation Bridge Replacement Program: Authorization of Bridge Selection for Potential Replacement. After discussion, Commissioner Perry made a motion to approve the Bridge Replacement with the exception of N Rock Creek Loop @ Rock Creek Tributary and Comanche Trail Road @ Eagle Creek (both in Precinct 1) and it was seconded by Commissioner Snell. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

From: Paul Cepak [mailto:Paul.Cepak@txdot.gov]

Sent: Friday, September 23, 2016 3:35 PM

To: 'Luke.Lammert@co.mclennan.tx.us'; 'Steve Hendrick' (steve.hendrick@co.mclennan.tx.us)

Subject: 2017-2022 Highway Bridge Program - eligible candidate bridges

Luke, Steve:

Below is a list of bridges that are eligible for the bridge replacement program for the FY 2017 – FY 2022 cycle. These are candidates only at this time. Functionally obsolete bridges with SR scores less than 50 are starting to make the program again which is why the list is a little longer this year.

Crunk Road at Bull Hide Creek (map #1013) – Precinct 1

Bays Road (CR 335) at Tehuacana Creek (map #623) – Precinct 2

N Rock Creek Loop at Rock Creek Tributary (map #924) – Precinct 4

Compton School Road at Hog Creek (map #489) – Precinct 4

Comanche Trail Road at Eagle Creek (map #925) – Precinct 4

Chisholm Trail at N Tonk Creek (map #492) – Precinct 4

(Approved... 12th street at Cottonwood Creek approved to let as early as FY 18) – Precinct 1

Please review above list and select bridges that the County has interest in for potential replacement projects. **Please reply by October 21st** to include in this year's program call. We will include the selected bridges as candidates for consideration into the program. Bridges not selected will be considered during future program calls. We cannot execute AFA's until any candidates are officially selected which should be in November or December of this year.

Let me know if you want to discuss any of these candidates further.

Thanks

Pfc

BRIDGES LISTED ABOVE MINUS
N. ROCK CREEK LOOP & COMANCHE
TRAIL ROAD
APPROVED BY COMMISSIONERS COURT FOR POTENTIAL
THIS 4 DAY OF OCT 2016 REPLACEMENT
Scott M. Johnson
COUNTY JUDGE

FILED: OCT 04 2016

J.A. "ANDY" HARIWELL, County Clerk
McLennan County, Texas
By Myrcetez Gowan DEPUTY

AGENDA: OCTOBER 4, 2016

K. Grants / Grant Proposals:

1. Regarding the Office of the Governor County Essentials Services Program: Authorization of Award Acceptance (re: Twin Peaks) **Approved**

2. Regarding the Texas Department of Public Safety / Texas Division of Emergency Management (DPS/TDEM) Public Assistance Grant 4223 Award Letter for FEMA Project Number PA-06-TX-4223-PW02045: Authorization of Public Assistance Time Extension Request (re: Blue Bluff Road Bridge Damage) **Approved**
(See beginning of Meeting)

CD-409, 9:58

ORDER APPROVING:

AUTHORIZATION OF AWARD ACCEPTANCE (RE: TWIN PEAKS)

**RE: THE OFFICE OF THE GOVERNOR COUNTY ESSENTIALS
SERVICES PROGRAM**

On this the 4 day of October, 2016, came on for consideration the matter Regarding the Office of the Governor County Essentials Services Program: Authorization of Award Acceptance (re: Twin Peaks). After discussion, Commissioner Snell made a motion to accept K. 1. and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.



GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.gov.texas.gov> and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

A handwritten signature in black ink, appearing to read "Camille Cain".

Camille Cain
Executive Director
Criminal Justice Division

ACCEPTANCE
APPROVED BY COMMISSIONERS COURT
THIS 4 DAY OF OCT, 2010
Scott M. Felton
COUNTY JUDGE

***** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW *****

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2939301	Award Amount:	\$268,527.72
Date Awarded:		Grantee Cash Match:	\$0.00
Grant Period:	05/01/2015 - 05/30/2017	Grantee In Kind Match:	\$0.00
Liquidation Date:	08/28/2017	Total Project Cost:	\$268,527.72
Program Fund:	CE-County Essentials Program		
Grantee Name:	McLennan County		
Project Title:	Twin Peaks Incident		
Grant Manager:	Toni Kanetzky		
DUNS Number:	021619085		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2015-CE-ST-0016
Total Federal Award/State Funds Appropriated:	\$1,170,333.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The County Essential Services Program provides financial assistance to counties for essential public services including law enforcement services, jail services, court services, or reimbursement of extraordinary costs incurred for the investigation or prosecution of a capital murder, crimes committed because of bias or prejudice, and other serious crimes that cause an undue and unexpected financial burden on the county's criminal justice system.

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetez Gowan DEPUTY

AGENDA: OCTOBER 4, 2016

L. Departmental/Office-Specific Requests, Presentations or Items for Discussion and Possible Action (To the Extent Not Addressed Above):

- | | |
|---|--|
| 1. County Sheriff: Discussion and/or Action regarding Modifications to the Structured Pay Plan | Approved
(See end
of Meeting) |
| 2. Purchasing: | |
| a. Approval of Order Exempting "Vehicle and Equipment Repairs" from the Requirements of Section 262.023 of the Local Government Code as Authorized by Local Government Code Section 262.024(a)(11). | Approved |
| b. Approval of Order Declaring Certain Property as Waste and Authorizing the Recycle or Disposal of Said Waste Property. | Approved |

CD-409, 9:59

The Court went to item L. 2. a. Purchasing: Approval of Order Exempting "Vehicle and Equipment Repairs" from the Requirements of Section 262.023 of the Local Government Code as Authorized by Local Government Code Section 262.024(a)(11).

ORDER APPROVING:

PURCHASING:

**APPROVAL OF ORDER EXEMPTING "VEHICLE AND EQUIPMENT REPAIRS"
FROM THE REQUIREMENTS OF SECTION 262.023 OF THE LOCAL
GOVERNMENT CODE AS AUTHORIZED BY LOCAL GOVERNMENT
CODE SECTION 262.024(A)(11)**

On this the 4 day of October, 2016, came on for consideration the matter of Approval of Order Exempting "Vehicle and Equipment Repairs" from the Requirements of Section 262.023 of the Local Government Code as Authorized by Local Government Code Section 262.024(a)(11). After discussion, Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

ORDER OF THE MCLENNAN COUNTY COMMISSIONERS COURT
EXEMPTING "VEHICLE AND EQUIPMENT REPAIRS" from the
REQUIREMENTS OF Sec. 262.023, LOCAL GOVERNMENT CODE,
as authorized by
LOCAL GOVERNMENT CODE SEC. 262.024(a)(11)

WHEREAS, Sec. 262.024 Discretionary Exemptions (a) a contract for the purchase of any of the following items is exempt from the requirement established by Sec 262.023 if the commissioners court by order grants the exemption:

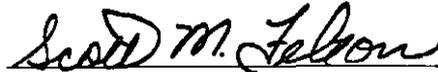
WHEREAS, Sec. 262.024(a)(11) includes vehicle and equipment repairs

WHEREAS, the Commissioners Court of McLennan County is of the opinion that it is in the best interests of McLennan County to grant such an exemption;

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF MCLENNAN COUNTY, TEXAS THAT:

Effective October 1, 2016 through September 30, 2017, the Commissioners Court of McLennan County by way of this Order, hereby exempts "vehicle and equipment repairs" from the Competitive Requirements for Purchasing set out in Sec. 262.023, Local Government Code, as authorized by Sec. 262.024(a)(11) Local Government Code.

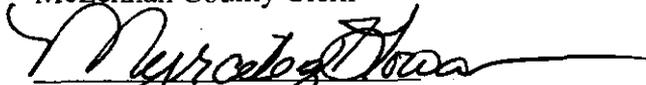
Passed this 4 day of OCTOBER, 2016



Scott M. Felton
County Judge

ATTEST:

J. A. "Andy" Harwell
McLennan County Clerk


Deputy County, Clerk

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetez Gowan DEPUTY

ORDER APPROVING:

PURCHASING:

**APPROVAL OF ORDER DECLARING CERTAIN PROPERTY AS
WASTE AND AUTHORIZING THE RECYCLE OR DISPOSAL OF
SAID WASTE PROPERTY**

On this the 4 day of October, 2016, came on for consideration the matter of Approval of Order Declaring Certain Property as Waste and Authorizing the Recycle or Disposal of Said Waste Property. After discussion, Commissioner Snell made a motion to approve and it was seconded by Commissioner Perry and Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

**ORDER of the MCLENNAN COUNTY COMMISSIONERS COURT
DECLARING CERTAIN PROPERTY as WASTE and AUTHORIZING the RECYCLE or
DISPOSAL of SAID WASTE PROPERTY**

From time to time, Purchasing receives requests from various county departments to dispose of items that can not be regarded as either Salvage or Surplus Property and should be routinely discarded as waste. We will define such items as "Waste". Examples include: scrap metal that can be taken to a recycling center and furniture that is beyond repair that should be disposed of in the trash.

In considering this request, we assure the Court that none of the item(s) disposed of will be Salvage or Surplus Property or be regarded as suitable for use by the County.

Note: An item that has been determined to be Waste may not be given or sold to another individual. If an item has any residual value, it must be placed in an auction.

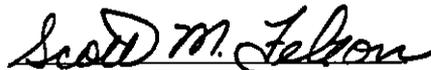
NOW, THEREFORE BE IT ORDERED THAT, upon motion duly made, seconded and passed by affirmative vote, after considering the request of the Purchasing Department and the facts available to the Court relative to the property referred to above:

a) the Commissioners Court finds that the item/s referred to above are items that would routinely be discarded as waste and do not meet the criteria for "Salvage or Surplus Property" set out in the Local Government Code, Sec. 263.151(1) & (2), as amended), and those item/s are hereby declared as "Waste" property; and

b) the Commissioners Court further authorizes their recycling (when applicable), with any proceeds realized being turned over to the County Treasurer and/or disposal of those item/s as "Waste" property.

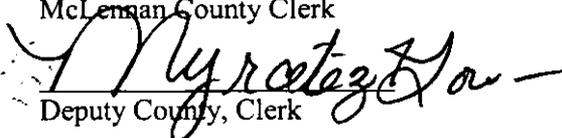
Effective October 1, 2016 through September 30, 2017.

Passed this 4th day of OCTOBER, 2016


Scott M. Felton
County Judge

ATTEST:

J. A. "Andy" Harwell
McLennan County Clerk


Deputy County, Clerk

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrtelez Gowan DEPUTY

AGENDA: OCTOBER 4, 2016

M. Additional Items (If Any) for Discussion and Potential Action:

1. Discussion and/or Action regarding Creation of a Timekeeping System Review Committee including Designation of Committee Members **Approved**
2. Heart of Texas Housing Finance Corporation: Authorization of Board Appointment **Approved**
3. Greater Waco Chamber of Commerce: Monthly Economic Development Report, August 2016 **Approved**
(See beginning of Meeting)
4. Elk Volunteer Fire Department: Approval of Order Authorizing the Transfer of Certain Surplus Property (ref: Section 263.152(4) of the Local Government Code) **Approved**
(See after M. 3.)
5. Waco McLennan County Library Advisory Board: Authorization of Board Appointment **Approved**
6. Waco-McLennan County Public Health District: Authorization of August 2016 Billing / Reports (re: the On-Site Sewage Facility (O.S.S.F.) Program) **Approved**
7. Texas Association of Counties Risk Management Pool Workers' Compensation Program: Authorization of 2017 Workers' Compensation Coverage Documents / Worksheets **Approved**

CD-409, 10:01

ORDER APPROVING:

**ACTION RE: CREATION OF A TIMEKEEPING SYSTEM
REVIEW COMMITTEE INCLUDING DESIGNATION
OF COMMITTEE MEMBERS**

On this the 4 day of October, 2016, came on for consideration the matter of Discussion and/or Action regarding Creation of a Timekeeping System Review Committee including Designation of Committee Members. After discussion, Commissioner Perry made a motion to approve and it was seconded by Judge Felton. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

Timekeeping System Review Committee

Below is a Listing of Committee Members:

- Kelly Snell Commissioner, Precinct 1
- Dustin Chapman County Administrator
- Lindy Amaro County Treasurer's First Assistant
- Ken Bass Director of Purchasing
- Staci Stone Assistant County Auditor
- Lisa Fetsch Director of Information Technology
- Shawn Lippe McLennan County Sheriff's Office Captain
- Amanda Talbert Director of Human Resources

COMMITTEE
APPROVED BY COMMISSIONERS COURT
THIS 4 DAY OF OCT 2016
Scott M. Felton
COUNTY JUDGE

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetez Gowan DEPUTY

ORDER DEFERRING:

AUTHORIZATION OF BOARD APPOINTMENT:

HEART OF TEXAS HOUSING FINANCE CORPORATION

On this the 4 day of October, 2016, came on for consideration the matter of Heart of Texas Housing Finance Corporation: Authorization of Board Appointment. After discussion, Commissioner Snell made a motion to defer and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones, and Commissioner Perry. It is ordered by the Court that said Appointment be, and the same is hereby, deferred by unanimous vote.

The Court went to M. 4. Elk Volunteer Fire Department: Approval of Order Authorizing the Transfer of Certain Surplus Property (ref: Section 263.152(4) of the Local Government Code).

ORDER APPROVING:

**APPROVAL OF ORDER AUTHORIZING THE TRANSFER OF
CERTAIN SURPLUS PROPERTY (REF: SECTION 263.152(4)
OF THE LOCAL GOVERNMENT CODE):**

ELK VOLUNTEER FIRE DEPARTMENT

On this the 4 day of October, 2016, came on for consideration the matter Elk Volunteer Fire Department: Approval of Order Authorizing the Transfer of Certain Surplus Property (ref: Section 263.152(4) of the Local Government Code). After discussion, Commissioner Jones made a motion to approve the Order Authorizing the transfer of Surplus Property and it was seconded by Commissioner Snell. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

Fire Ground

Chief
Mary Leathers

Asst. Chief
Gerald Linton

Captain
Robert M. Leathers

Safety Officer
Billy Gillaspie

Administration

President
Robert L. Leathers

Vice President
Matt Robinson

Secretary
Gayla Linton

Treasurer
Mike Dulock

July 1, 2016

McLennan County Commissioner's Court
501 Washington Ave
Waco, Tx 76701

Dear Commissioners:

The Elk VFD is requesting authorization that will allow the McLennan County Radio shop to donate unused or surplus equipment to the Elk VFD. This equipment will be utilized by the Elk VFD in their mission of providing first responder service to the community of Elk and its surrounding area.

Donation of this equipment will allow the department allow the annual funds provided by the Commissioner's Court and the department's spring and fall fundraisers to be redirected to other needs of the department.

The Elk VFD appreciates the consideration of the Commissioners on this item.

Sincerely,



Mary Leathers
Fire Chief (2710)

**As a Volunteer Fire Department, Elk VFD is a Non-Profit 501C4 Corporation and contributions are deductible under section 170(c) of the code. Our Treasury EIN is 74-2998554.*

APPROVED BY COMMISSIONERS COURT

THIS 5 DAY OF JULY 2016



COUNTY JUDGE

MINUTE ORDER APPROVING TRANSFER OF SURPLUS
ITEMS TO THE ELK VOLUNTEER FIRE DEPARTMENT

The following are surplus items no longer used or needed for the County's purposes:

2 ea – Jotto Console	
1 ea – Havis Shield Console	
3 ea – Whelen Siren Speaker	
3 ea – MPC01 Control Head	Serial Numbers U02738, U04051, 13164
3 ea – Whelen Strobe Power Supply	Serial Numbers PPC54944, N00229, C0059638
3 ea – Whelen Halogen Flasher Outlet	Serial Numbers 01859, 01582, 02651
3 ea – Whelen BL 627 Siren Amp	Serial Numbers PLB 02297, N00649, C0040010
3 ea – Whelen Light Bar Liberty LFL	Serial Numbers 55543-986271, (SN not visible)

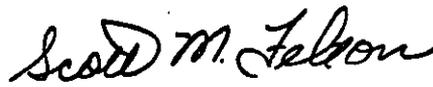
In the absence of an expressed need for these items by another public agency, these items would either be discarded or indefinitely stored as they are not appropriate for auction to the general public and/or the cost of bidding would likely be more than any bid received, if any.

The Elk Volunteer Fire Department (“VFD”) has requested these items to assist in the public purpose of providing fire protection in the county. Transfer to the VFD would relieve the County of the expense/space encumbrance of storing the property, and would assist the VFD in providing fire protection to County citizens, which is a public purpose already supported by the County.

The Commissioners Court finds that the public would be better served by the transfer of these items to the VFD rather than the continued storage and eventual disposal of these items.
THEREFORE:

The Commissioners Court of McLennan County, Texas hereby approves the transfer of the above-listed surplus items to the Elk Volunteer Fire Department in accordance with Section 263.152 (4) of the Local Government Code.

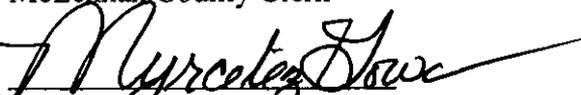
Passed this 4 day of OCTOBER, 2016



Scott M. Felton
County Judge

ATTEST:

J. A. “Andy” Harwell
McLennan County Clerk



Deputy County, Clerk

ORDER APPROVING:

AUTHORIZATION OF BOARD APPOINTMENT:

WACO MCLENNAN COUNTY LIBRARY ADVISORY BOARD

On this the 4 day of October, 2016, came on for consideration the matter of Waco McLennan County Library Advisory Board: Authorization of Board Appointment. After discussion, Commissioner Perry made a motion to approve (the re-appointment) and it was seconded by Commissioner Jones. After further discussion, a vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

ORDER APPROVING:

AUTHORIZATION OF AUGUST 2016 BILLING / REPORTS
RE: ON-SITE SEWAGE FACILITY (O.S.S.F.) PROGRAM

WACO-MCLENNAN COUNTY PUBLIC HEALTH DISTRICT

On this the 4 day of October, 2016, came on for consideration the matter of Waco-McLennan County Public Health District: Authorization of August 2016 Billing / Reports (re: the On-Site Sewage Facility Program). After discussion, Commissioner Snell made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

PROMOTE • PREVENT • PROTECT



WACO-McLENNAN COUNTY
Public Health District

Waco-McLennan County Public Health District

David Litke, Program Administrator

225 W. Waco Drive, Waco, Texas 76707

Phone 254-750-5464

Fax: 254/750-5424

davidl@ci.waco.tx.us

September 16, 2016

Honorable Judge Scott M. Felton
McLennan County Judge
P.O. Box 1728
Waco, TX. 76703-1728

Monthly Billing, Reports, and Information for the O.S.S.F. Program – August 2016

In accordance with the cooperative agreement for the O.S.S.F. Program, enclosed is the monthly billing statement for August 2016. Enclosed documents include:

- The statement of account.
- A detailed line item expense report.
- The monthly TCEQ Activity Report (OARS AA monthly report)
- The monthly health district activity report
- A chart showing the number of applications processed to date for each month of fiscal year 2015-16. The fiscal year permit revenue projection assumes 250 permit applications processed for this year (an average of 21 per month).

Applications received (28) is above the number projected (21).

If you have any questions, please feel free to contact me at 750-5465.

Sincerely,

David Litke, R.S.
Program Administrator

Enclosures

cc: Janice Andrews, Director of Fiscal Services
Stan Chambers, McLennan County Auditor

APPROVED BY COMMISSIONERS COURT

THIS 14 DAY OF Sept 2016

COUNTY JUDGE

City of Bellmead
City of Beverly Hills
City of Bruceville-Eddy
City of Crawford
City of Gholson
City of Golinda
City of Hallsburg
City of Hewitt
City of Lacy-Lakeview
City of Leroy
City of Lorena
City of Mart
City of McGregor
City of Moody
City of Riesel
City of Robinson
City of Ross
City of Waco
City of West
City of Woodway
McLennan County

City of Waco-Finance Department
P.O. Box 2570
Waco, TX 76702-2570

(254) 750-5758

DATE: 9/01/16

TO: MCLENNAN COUNTY--OSSF
STAN CHAMBERS
214 N. 4TH STREET, SUITE 100
WACO, TX 76701-1366

CUSTOMER NO: 4220/5884

TYPE: GF - General Fund Miscellaneous

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	8/01/16	BEGINNING BALANCE			7,935.88
GFOSS	8/31/16	REIMBURSEMENT OSSF EXPENS August 2016			2,682.13-

current	over 30	over 60	over 90
	5253.75		

DUE DATE: 10/11/16

PAYMENT DUE: 5,253.75
TOTAL DUE: \$5,253.75

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 9/01/16 DUE DATE: 10/11/16
CUSTOMER NO: 4220/5884

NAME: MCLENNAN COUNTY--OSSF
TYPE: GF - General Fund Miscellaneous

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF WACO FISCAL SERVICES
P O BOX 2570
WACO TX 76702

TOTAL DUE: \$5,253.75

City of Waco, Texas
2015-2016 Environmental Health: On-Site Sewage Facilities Program

Account	Description	August	Fiscal Year to Date
<u>EXPENDITURES</u>			
201-5109-581.11-01	Supervision-regular	4,812.00	56,794.99
201-5109-581.12-01	Clerical and professional-regular	1,352.39	25,721.79
201-5109-581.12-02	Clerical and professional-overtime	-	-
201-5109-581.13-01	Labor operations-regular	6,729.38	76,393.85
201-5109-581.13-02	Labor operations-overtime	-	-
201-5109-581.16-01	Temp pool	-	-
201-5109-581.21-01	Health insurance	2,228.47	26,488.20
201-5109-581.21-02	Life Insurance	30.38	316.42
201-5109-581.22-00	Social security-medicare	908.17	11,198.82
201-5109-581.23-00	Pension	1,671.01	20,678.08
201-5109-581.26-00	Worker's comp	149.35	2,978.61
201-5109-581.28-00	Dues and memberships	-	491.00
201-5109-581.31-00	Special services	-	400.00
201-5109-581.31-05	Special services	-	-
201-5109-581.44-01	Rent of City Facilities	-	-
201-5109-581.48-01	Maintenance of equipment	-	-
201-5109-581.48-03	Maintenance-vehicle parts	166.89	473.72
201-5109-581.48-05	Maintenance-vehicle-outside	-	-
201-5109-581.48-10	Maintenance-misc	-	4.00
201-5109-581.48-15	Maintenance-other	-	-
201-5109-581.51-00	Property insurance	-	-
201-5109-581.52-00	Auto liability	-	1,496.00
201-5109-581.53-00	General liability	-	1,787.00
201-5109-581.56-00	Communications	40.81	450.70
201-5109-581.56-02	Communications-cellular phones	48.20	516.23
201-5109-581.57-01	Promotions	-	-
201-5109-581.58-00	Travel - Training	-	240.00
201-5109-581.59-01	Hire of equipment	322.42	3,006.42
201-5109-581.61-01	Office supplies	169.13	3,004.64
201-5109-581.61-02	Minor tools	-	-
201-5109-581.61-03	Non-expendable	-	426.88
201-5109-581.61-04	Software	-	-
201-5109-581.61-05	Wearing apparal	-	-
201-5109-581.61-10	Supplies-Other	-	-
201-5109-581.63-01	Gasoline-diesel-oil	97.77	948.45
201-5109-581.63-03	Lubricants	-	10.41
		<u>18,726.37</u>	<u>233,826.21</u>
<u>REVENUES</u>			
	OSSF Program Fees	<u>21,408.50</u>	<u>204,540.00</u>
	Revenues less Expenditures	<u>2,682.13</u>	<u>(29,286.21)</u>
	County Approved Budget		<u><u>66,837.00</u></u>
County Payments			
	Billings from City		29,286.21
	Payment to City		<u>24,032.46</u>
	Balance (overpayment)		<u><u>5,253.75</u></u>

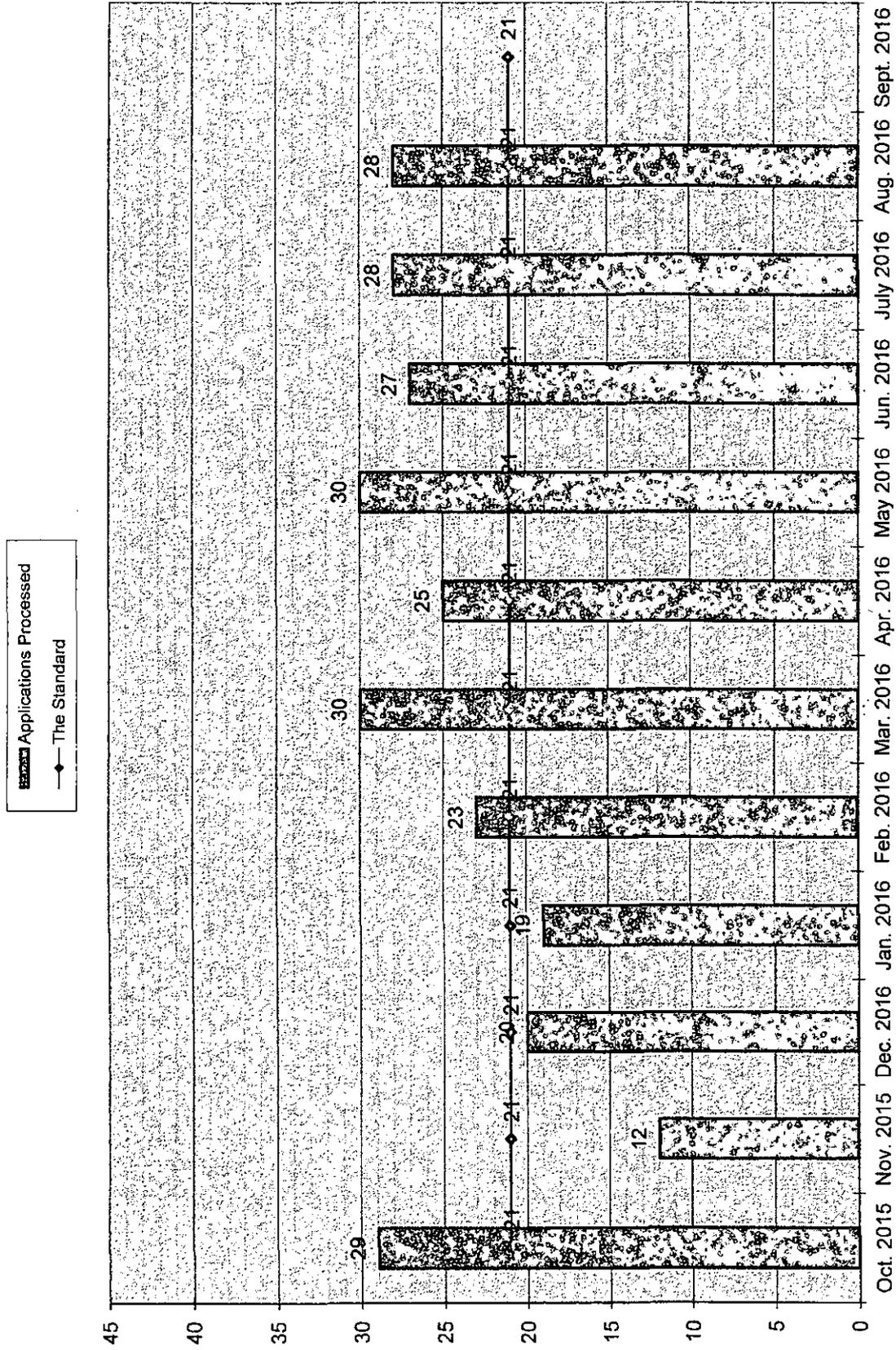
OARS AA Monthly Report - AUGUST 2016

Account Number: 620132			
Authorizations to Construct	34		
Disposal System Types			
Absorptive Mounds	Gravel-less Pipe	Pumped Effluent	
Drip Irrigation	Leaching Chambers	1 Standard Trenches/Beds	
Evaptranspiration Beds	Low Pressure Dosing	4 Surface Applications	29
EZ Flow systems	PTI Systems	Other	
	Subtotal	Subtotal	Subtotal
	0	5	29
Monthly Enforcement Activity			
Complaints Received	4	Violations Issued: Nuisance	13
		Violations Issued :Other	101
Complaints Investigated	4	Court Cases Filed: Nuisance	0
		Court Cases Filed: Other	24
		Court Convictions: Nuisance	0
		Court Convictions: Other	0

**WACO McLENNAN COUNTY PUBLIC HEALTH DISTRICT
OSSF MONTHLY REPORT - AUGUST 2016**

	Applications Processed	Permits to Construct	Approvals Written	Complaints Investigate	Complaints Resolved	Notice of Violations Investigated	Notice of Violations Resolved
	# of Clients Units of Ser	# of Clients Units of Ser	# of Clients Units of Se	# of Clients Units of Ser	# of Clients Units of Service	# of Clients Units of Service	# of Clients Units of Service
City of:							
Bellmead							
Beverly Hills							
Bruceville Eddy						2	
Crawford							
Gholson		1	1				
Golinda							
Hallsburg							
Hewitt							
Lacy Lakeview							
Leroy		1					
Lorena						2	5
Mart							
McGregor							
County PCT 1	3	3	1	2	1	18	19
County PCT 2	1	1	5			16	12
County PCT 3	11	12	8			28	19
County PCT 4	13	15		2	1	43	37
Moody							
Riesel							
Robinson		1	3			4	5
Ross							
Waco						1	
West							
Woodway							
Total	28	34	18	4	2	114	97

Monthly Total of OSSF Applications Processed Fiscal Year 2015-16



The '15-'16 budget assumes 250 applications will be processed this year (approx. 21 per month). The standard line shows the comparison of 21 applications per month with the actual number of applications received.

FILED: **OCT 04 2016**

J.A. "ANDY" HARTWELL, County Clerk
McLennan County, Texas
By Myrcelaz Gowan DEPUTY

ORDER APPROVING:

**AUTHORIZATION OF 2017 WORKERS' COMPENSATION
COVERAGE DOCUMENTS / WORKSHEETS**

**TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT
POOL WORKERS' COMPENSATION PROGRAM**

On this the 4 day of October, 2016, came on for consideration the matter of Texas Association of Counties Risk Management Pool Workers' Compensation Program: Authorization of 2017 Workers' Compensation Coverage Documents / Worksheets. After discussion, Commissioner Perry made a motion to approve M. 7. and it was seconded by Commissioner Snell. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.



September 1, 2016

Mr. Stan Chambers, CPA
McLennan County Auditor
214 N 4th St Ste 100
Waco, TX 76701-1404

Re: McLennan County – Workers’ Compensation Program Renewal Questionnaire

Dear Mr. Chambers,

Thank you for participating in TAC Risk Management Pool’s Workers’ Compensation Program. As we prepare your January 1, 2017 renewal, there are a few questions we need you to answer so that we can provide you the most comprehensive and cost effective Workers’ Compensation Coverage possible. To ensure that we have up-to-date information, please fill out each tab of the attached questionnaire completely and make any changes directly to the document. You can also provide supplemental sheets as necessary. Please note that omitted information may result in an exclusion from coverage.

The Interlocal Participation Agreement, Section 4. Annual Contribution, 4.01 requires that the member timely submit to the Pool documentation necessary for the Pool to properly underwrite the renewal.

Please complete the Workers’ Compensation Renewal Questionnaire and return it and any supplemental documents by September 30, 2016:

- **Estimated Payroll** – Please use the Estimated Payroll tab in the Excel worksheet to update your payroll and employee count by classification. This tab includes your 2015 actual payroll plus a 2% increase. If you do not return the worksheet with updated payroll information, your renewal will be processed with the 2015 actual payroll plus 2% as listed in the worksheet.
- **Optional Coverages** – This tab is used to report your decisions regarding optional coverage for certain categories of personnel and volunteers. Please note the instructions regarding how to report payroll for optional coverages.
- **Employee Concentration** – This tab is to report the number of employees working within each of your buildings.

- Aircraft and Aircraft and Pilot Info Cont – These tabs only needs to be completed if you own or lease an aircraft or if you employ any pilots.
- Watercraft Info – This tab only needs to be completed if you own, lease or charter any watercraft over 26 feet in length.
- Workers' Compensation Alliance Election Form – ***Please note: The form only needs to be completed, if you wish to make changes to your current Alliance participation. Should you choose to use this cost saving network, you will receive a 4% discount on your renewal. Please complete the form following this letter indicating whether or not you choose to participate.***

If you need help completing the **Workers' Compensation Renewal Questionnaire**, please contact me at 800-456-5974 or kathiel@county.org. Please complete the worksheets in the attached Excel workbook, save the document, and submit the completed workbook by replying to the email with the workbook attached.

We value your membership in the TAC Risk Management Pool and look forward to another successful year! Please do not hesitate to contact me if you would like to discuss your coverage options.

Sincerely,

Kathie Lopez
Member Service Representative



**POLITICAL SUBDIVISION WORKERS' COMPENSATION ALLIANCE
ELECTION FORM**

I elect to participate in the Political Subdivision Workers' Compensation Alliance.

1/01/2017

Effective Date of Alliance Participation

I elect NOT to participate in the Political Subdivision Workers' Compensation Alliance.

Termination Date of Alliance Participation

McLENNAN COUNTY

McLennan County

SCOTT M. FELTON, COUNTY JUDGE

Printed Name and Title

Scott M. Felton

10/04/16

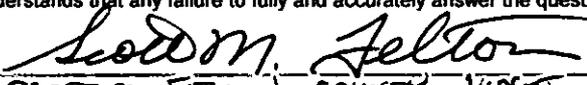
Signature of Workers' Compensation Coordinator or Pool Coordinator Date

Acknowledgement and Acceptance

Member Name: McLennan County

Member acknowledges that the information submitted in this questionnaire is true and accurate, including all known potential claims. The information submitted may be used by the Pool in processing the renewal and in assessing the coverage needs of the Member. The questions posed, or any wording of the questionnaire, should not and may not be relied upon by the Member as implying that coverage exists for any particular claim or class of claims. The only coverage provided by the Pool to the Member is as described in the applicable Coverage Document, including any endorsements and the Contribution and Coverage Declaration, issued to a covered Member.

If the Member makes no changes, the Pool will assume the Member is reporting for the same information as in the previous applicable Coverage Period. The Member understands that any failure to fully and accurately answer the questionnaire and any attached documents may result in denial of coverage provided by the Pool.


SCOTT M. FELTON, COUNTY JUDGE

10/4/16

Signature of County Judge or presiding official of the Political Subdivision

Date



**TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL**

Please enter the estimated payroll and the number of employees for calendar year 2017 in the highlighted columns.

Only include payroll for Elected Officials if your Commissioners Court has selected this Optional Coverage. For Optional Coverages, refer to the next tab for instructions on reporting this payroll.

Member Name : McLennan County

Coverage Effective Date : 01/01/2017

Rating Class Code	Rating Class Description	Payroll + 2%	Current Number of Employees	Current Number of Volunteers	Estimated 2017 Payroll Amount	Estimated 2017 Number of Employees	Note
07422	Aircraft Ambulance						
07418	Aircraft Oper. (Patrol, Ambulan)	\$37,374	1		\$68,871	1	
07423	Airport						
07721	Ambulance						
09016	Amusement Park, Exhibition Center						
08391	Auto Mechanics	\$433,264	10		\$501,514	10	
09014	Bldg. Maintenance & Janitors	\$711,097	21		\$761,579	17	
05403	Carpentry (NOC)						
09220	Cemetery Operations						
04511	Chemical Analyst/Assayers						
08809	Chief Of Commissions & Directors						
08810	Clerical	\$9,704,867	301		\$11,298,965	253	
05606	Co. & Drain Dist. Commissioners	\$355,366	4		\$375,743	4	
08006	Commodity Dist.-Retail Grocery						
05203	Concrete Construction-Bridges						
07380	Drivers						
08811	Election Personnel	\$303,105	305		\$266,462	5	
05190	Electrical Wiring W/In Buildings						
08601	Engineers, Surveyors	\$170,583	2		\$187,527	2	
07704	Firefighters & Drivers						
09402	Garbage Collection & Drivers						
06319	Gas/Water Main Connection Constr						
09060	Golf Course						
08828	Homemaker Service						
08833	Hospital Professional & Clerical	\$1,200,549	29		\$1,393,443	26	
09040	Hospital, All Others						
09033	Housing Authority & Drivers						
09032	Housing Authority Mgrs & Empls						
04519	Insect Control						
08709	Inspectors, Samplers, Or Weighers Of Merchandise On Vessels Or Docks Classification						
06229	Irrigation/Drainage Construct.						
08812	Jurors	\$219,695	2,125		\$219,695	2,125	
08742	Juv Probation, Collectors, Sales	\$1,439,787	35		\$1,721,328	35	
07722	Juvenile Detention Officers	\$1,580,868	49		\$2,281,518	57	
06219	Landfill Operation & Drivers, Excavation NOC						
07590	Landfill, Garbage Reduction						
07720	Law Enforcement	\$12,576,573	292		\$15,463,114	336	
08820	Law Office	\$2,666,598	46		\$3,298,640	50	
08838	Library/Museum-Prof. & Clerical						
08829	Nursing Home Employees						
05191	Office Technician	\$831,885	16		\$968,400	16	
09015	Parking Lots & Drivers						
09102	Parks & Recreation	\$21,472	1		\$40,000	1	
08227	Permanent Yard Employees						
08832	Physician Med.Lab. Minor Emer. Clinic						
04299	Printing						

Rating Class Code	Rating Class Description	Payroll + 2%	Current Number of Employees	Current Number of Volunteers	Estimated 2017 Payroll Amount	Estimated 2017 Number of Employees	Note
08264	Recycling Or Shredding Workers & Drivers						
09079	Restaurant, Food Preparation	\$54,742	2		\$59,031	2	
05506	Road Employees-Paving, Repaving	\$2,246,477	59		\$2,694,741	58	
09101	Schools - All Other Employees						
07580	Sewage Disposal Plant Operations						
07327	Stevedoring						
08017	Store Clerks						
09061	Swimming Pools						
09019	Toll Bridge Employees						
08831	Vet Hospital & Animal Control						
08859	Volunteers - All Others						
08857	Volunteers - Emergency Medical Personnel						
08855	Volunteers - Fire Fighters						
08856	Volunteers - Law Enforcement	\$66,219		12	\$66,219	12	
08292	Warehousing NOC And Driver						
07520	Waterworks Operation & Drivers						
03365	Welder						
08868	Youth & Community Cntr Directors	\$212,774	1		\$252,439	5	
					\$41,919,229	3015	



Please update your list of locations and the number of employees at each location. Place an X in the 'Remove Location' column if this location is no longer valid. Update the employee counts for all locations. Add new locations at the bottom.

Member Name : McLennan County

*Complete this section if a location has 200 or more employees

Policy Effective Date	Structure Identifier	Local Address	Employee Count	Remove Location	Updated Employee Count	Maximum Employees At One Time	Number of Stories	Construction Code	Year Built
01/01/2017	Ag Extension Service	420 N 6th, Waco, TX, 76701	6		6				
01/01/2017	Archives	824 Washington, Waco, TX, 76701	7		6				
01/01/2017	County Jail	3201 E HWY 6, Waco, TX 76705	270		247	270	1	Concrete Brick/Block	1,986
01/01/2017	Courthouse	501 Washington, Waco, TX 76701	67		66				
01/01/2017	Courthouse Annex	219 N 6th Street, Waco, TX 76701	74		82				
01/01/2017	Health Services	204 N 7th Street, Waco, TX 76701	9		7				
01/01/2017	Information Technology	500 Columbus Ave. Waco, TX 76701	17		16				
01/01/2017	Empty Building	410 Texas Ave. Mart, TX, 76664	3		0				
01/01/2017	JP & Constable 3/Tax Office	201 N Reagan, West, TX, 76691	7		7				
01/01/2017	JP & Constable	13341 China Spring Road, China Spring, TX, 76633	3	X	0				
01/01/2017	JP & Constable 4/Tax Office	307 S Madison, McGregor, TX 76657	5		6				
01/01/2017	JP & Constable 2	929 Elm Ave, Waco, TX, 76701	8		8				
01/01/2017	JP & Constable 5	1800 Richter Ave, Waco, TX, 76710	6		6				
01/01/2017	Juvenile Detention	2601 2601 Gholson Road, Waco, TX, 76705	100		109				
01/01/2017	Maintenance Building (MOE)	623 Washington Ave, Waco, TX 76701	4		4				
01/01/2017	Purchasing & Maintenance	214 N 5th Street, Waco, TX 76701	22		26				
01/01/2017	R & B Precinct 1	110 Pilgrim Lane, Lorena, TX 76655	19		18				
01/01/2017	R & B Precinct 2	2325 Battle Lake Road, Mart, TX 76664	20		19				
01/01/2017	R & B Precinct 3	133 N Snider Road, West, TX 76691	14		14				
01/01/2017	Records Building	215 N 5th Street, Waco, TX 76701	106		106				
01/01/2017	Sheriff's Department	901 Washington Ave, Waco, TX 76701	90		109				
			Sum:		857				

New Location(s)
 R & B Precinct 4 3046 Orion Road, McGregor, TX 76657
 Shep Mullins Visitation Center 3421 Marlin Hwy, Waco, TX 76705
 Veteran Services 2010 LaSalle, Waco, TX 76706



**TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL**

If you wish to add additional coverages, please make your selection in the form below.

Please note, Chapter 504 Labor Code requires political subdivisions to have a majority vote to add or remove optional coverages for Volunteers, Elected Officials, Election Workers (non-employees) or Jurors.

Member Name : McLennan County

Current Optional Coverages Elected

- Elected Officials
- Election Workers (non-employees)
- Jurors
- Volunteers - Law Enforcement

OPTIONAL COVERAGE CHANGES ONLY

1. ELECTED OFFICIALS

Does your governing body desire this coverage?

Enter Yes or No:

If yes, include the estimated payroll of all elected officials on the payroll tab, based on the job responsibility of the elected official. If no, do not report the estimated payroll of any elected official.

2. VOLUNTEERS

Does your governing body desire this coverage?

Enter Yes or No:

If yes, enter the estimated payroll on the payroll tab. Four classifications are available: Volunteers - Firefighters, Volunteers - Law Enforcement, Volunteers - Emergency Medical Personnel, and Volunteers - All Others. You may choose to cover any or all classifications.

Please note: You can calculate annual salary by using \$5,200 per volunteer, or if you have an auditable record of hours that each volunteer was on duty or participating in sponsored training you may determine the "salary" by multiplying the number of hours by the hourly wage that would have been used if the services had been provided by an employee.

3. JURORS

Does your governing body desire coverage of Jurors?

Enter Yes or No:

If yes, enter the estimated payroll on the payroll tab.

4. ELECTION WORKERS (NON-EMPLOYEES)

Does your governing body desire coverage of election personnel?

Enter Yes or No:

If yes, enter the estimated payroll on the payroll tab.

Please note: Election Personnel refers to temporary or contract personnel paid for service in the conduct of an election. Do not include payroll for county employees. County employed election staff should be reported under Clerical.



TEXAS ASSOCIATION OF COUNTIES
RISK MANAGEMENT POOL

If you own or lease an aircraft, or employ pilots please fill out the form below for each Aircraft and Pilot.

If your pilots are only volunteers and you desire to include Workers' Compensation coverage complete this section.

Member Name: McLennan County

Hangar Address	Make and Model	Year Built	Federal Registration #	Amphibious? [YES/NO]	Aircraft Type:			Ownership:			
					Jet	Helicopter	Other	Owned	Regularly Chartered	Leased	Fractional Ownership (list %)
7909 Karl May Dr. Waco, TX 76708	Bell OH-58A	1971	N9240N	No		X		X	NO	NO	100

Monthly Avg. Flight Hours	# of Trips	Total Seats		Avg. Employees Per Trip		If Aircraft is Chartered or Leased		Description of general use and usual destination(s):
		Crew	Passenger	Crew	Passenger	Name of Charterer/Lessor	Limits of liability	
10	12	2	2	1	1			Law Enforcement

Is a waiver of subrogation required by any charterer? [YES/NO]	Select all activities you perform with the aircraft listed. Please select all that apply.										
	Aerial Advertising	Law Enforcement	Flight Instruction	Traffic Control	Fire Fighting	Mosquito Abatement	Aerial Advertising	Law Enforcement	Flight Instruction	Traffic Control	Fire Fighting
NO		X									

Aerial Photography, Surveying, Mapping or News Reporting	Patrolling Pipelines, Power Lines or Canals	Carrying People or Cargo for Hire	Crop Seeding, Dusting or Spraying	Logging/ Timber hauling	Low Altitude	Oil or Mineral Exploration	Air Racing	Weather Control

		Indicate if you own, leases or regularly charters any:						
Stunt Flying	Organ Procurement	None of these activities	Glders	Experimental	Lighter-than-air aircraft (hot air balloons, airships, etc.)	Transportation to/from offshore oil or gas facilities	Powered Parachutes	Kit-built (home-built)
			No	No	No	NO	NO	NO

Any trips outside U.S. in past two years? [YES/ NO]	Do you limit the number of employees on board an aircraft at any one time? [YES/ NO]	Do you have night restrictions? [YES/ NO]
NO	NO	NO



**TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL**

**Complete the following information for each pilot flying on behalf of the Member in any capacity
(Employee, chartered, pilot, volunteer, etc.)**

Member Name: McLennan County

Pilot's Full Name	Pilot's Address, City, State, Zip Code	DOB	Employed by applicant? [YES/NO]	Pilot in command experience			Total Instrument	Total Night		
				Full Time Pilot? [YES/NO]	Total hours: Single	Total hours: Multi			Rotor	Hours last 12 months
Shawn Nixon			YES	yes			1125	100	25	400

FFA pilot ratings now held: Please list the date obtained						Biennial flight review or equivalent				
Student	Private	Commercial	Flight Instructor	ATP	AMEL	ASES	Instrument	Rotorcraft	Date	Type of aircraft
	1999	2006						X	5/2/2015	Bell 206 (OH58)

Last instrument competency check			Last recurrent/transition course		
Date	Type of aircraft	Date	School or instructor	Please provide details of last course	
		Apr-01	Bell Helicopter Academy	Turbine Transition	

As Pilot in-command or as copilot, have you been involved in any aircraft incidents or accidents? If yes, explain.

No

As Pilot In-command or as copilot, have you had or been found guilty of any federal air regulations or violations? If yes, explain.

No

Workers' Compensation Classification Guide

Introduction

The TAC Risk Management Pool's (TAC RMP) Workers' Compensation Classification Guide is provided to TAC RMP members participating in the Workers' Compensation program to assist with the proper classification and reporting of payroll for Workers' Compensation contribution purposes. If additional assistance is needed, please call TAC RMP at 1-800-456-5974.

The Interlocal Participation Agreement between the member and the TAC RMP requires that the member provide reports of estimated annual payroll and actual annual payroll based on the calendar year. The accuracy of payroll reports is important because this information is the basis for determining each member's contribution. It is also the basis for determining the TAC RMP member's target experience modifier. These reports are subject to independent audit at the TAC RMP's discretion and expense.

We encourage you to prepare reports in accordance with the information in this guide.

General Information

Who is eligible for coverage?

Membership of the TAC RMP is limited to counties and certain other political subdivisions of the state of Texas.

Who is eligible to be covered by Workers' Compensation?

Employees of a member county or political subdivision.

For Workers' Compensation purposes, employee means:

- (A) a person in the service of a political subdivision who has been employed as provided by law; or
- (B) a person for whom optional coverage is provided under Section 504.012 or 504.013.Code, Texas Labor Code.

Workers' Compensation Classification Guide

Optional coverage available

By a majority vote of the members of Commissioners' Court, as per section 504.012 Optional Coverages for the Workers' Compensation Labor Code, the following optional coverage may be added.

- Elected Officials
- Election Personnel
- Jurors
- Volunteers- All Others
- Volunteers- Emergency Medical Personnel
- Volunteers- Fire fighters
- Volunteers- Law Enforcement

Who is not eligible for coverage?

The following persons are not covered and should not be included on payroll reports for Workers' Compensation purposes:

- Persons paid on a piecework basis.
- Persons paid on a basis other than by the hour, day, week, month or year.
- A patient or client involved in vocational training.
- A prisoner incarcerated
- Adult Probation employees (coverage is provided by the state)
- Agricultural and Home Demonstration Extension Agents (The extension agents do not meet the definition of "employee" under Chapter 504 of the Texas Labor Code)
- District Attorneys
- District Judges
- Contract Labor, Independent Contractors (Please note the differences between "Employee Labor" and "Contract Labor" below)

Workers' Compensation Classification Guide

Contract Labor vs. Employee Labor

The following section will help you determine whether the labor in question should be reported.

A person who works on a genuine contract labor basis is not eligible for workers' compensation coverage under Chapter 504, Texas Labor Code. Whether a person is an independent contractor or an employee depends on many factors. The employer's failure to withhold FICA or income taxes does not necessarily mean that the person is contract labor for workers' compensation purposes. The distinction between the two types of labor involves the right of the employer to control the details of the work. The basic factors that should be considered before categorizing a person as contract labor are as follows:

- Does this person provide the same service to other businesses or employers?
- Does this person furnish tools, supplies or materials necessary to perform the job?
- Except for final approval of the job, does the person control the details of the work?
- Is the person paid on a basis other than by the hour, day, week, month or year?

YES answers to these questions would indicate that the person is to be considered contract labor.

NO answers generally indicate that the person is an employee for workers' compensation purposes and would need to be included on payroll reports. Please call the Texas Association of Counties for assistance if you have questions concerning a specific situation.

Building and Construction Contracts

While TAC RMP coverage is not available to contractors, a governmental entity that enters into a building or construction contract may require the contractor to certify in writing that the contractor provides Workers' Compensation coverage for each employee the contractor employs on the public project.

Workers' Compensation Classification Guide

Reporting Payroll

PAYROLL means money or substitutes for money and includes:

Bonuses and Commissions

- Sick leave, vacation pay, holidays (including accrued leave paid after termination of employment)
- Employee portion of FICA tax if the employee portion is paid by employer.
- Rental value of an apartment or house provided for an employee based on comparable accommodations
- The value of meals received by the employee as part of the employee's pay
- Employee contributions made in the form of an employee authorized salary reduction which are diverted by an employee for payment by the employer into a savings or retirement plan. (Example: Texas County and District Retirement System, Cafeteria Plans, Flexible Benefit Plans)
- Include the "base" pay portion of overtime pay. The "extra" pay for overtime should be excluded.
- Include payment for "call" pay, paid to employees on stand-by or on-call duties. 9.
- Allocated business expenses such as housing, automobile, clothing, tools provided by employees and used in their work.
- Reimbursement or allowances to employees in excess of the expenses.
- For Jurors and Election Personnel, if covered, please report the actual remuneration.
- For juveniles providing personal services to charitable and educational institutions, please report the actual remuneration.
- Grants paid to employees.
- Cars - value of cars declared as income under the IRS should be included in payroll.
- Automobile mileage allowances in excess of IRS guidelines.

Volunteers

The number of volunteers for this calculation is the total number of volunteers who could be active and on duty or training at any given time. If the county has an auditable record of hours

Workers' Compensation Classification Guide

that each volunteer was on duty or participating in sponsored training, the member may determine the "salary" by multiplying the number of hours by the hourly wage that would have been used if the services had been provided by an employee. If you do not have this class of employee on your staff, hourly wage will be the state-wide average for entry level employees engaged in similar activities.

If no records of hours are available: For volunteers' workers' compensation contribution calculations, an annual salary of \$5,200 per volunteer is used.

Workers' Compensation Classification Codes

When classifying employees, it is important to remember that the job duties, not the job title, are to be used to determine the proper classification code. Some employees may perform labor that is directly related to more than one classification. When this occurs, the person's entire payroll must be assigned to the highest rated classification code, representing any portion of the person's duties.

The following chart includes the most frequently used work class codes and defines typical classifications. It is not intended as a complete list of available codes.

Call the TAC RMP at (800) 456-5974 if you have questions regarding the coding of an employee.

Workers' Compensation Classification Guide

CLASS CODE	CLASS CODE NAME	DESCRIPTION OF CLASS CODE
033650	Welder	Applies to both shop and outside work and includes incidental machine operations.
042990	Printing	Applies to the operations involved in printing, printing of signs, when printing is done directly on the sign material by printing equipment.
045110	Chemical Analyst/Assayers	Includes lab workers (non-medical), health inspectors, septic inspectors, building inspectors, and electrical inspectors. Includes civil defense directors who may be subject to hazardous conditions, if not, place in Code 8810.
045190	Insect Control	Includes mosquito control ground fogging units. Fogging from airplanes or helicopters is assigned to code 7418.
051900	Electrical Wiring W/In Buildings	Applies to installation or repair of electrical fixtures or appliances.
051910	Office Technician	Includes Office machine installation, inspection adjustment or repair
052030	Concrete Construction-Bridges	Includes bridges, piers, abutments where clearance is more than 10feet. Applicable to all concrete work in connection with construction of bridges over 10 feet.
054030	Carpentry (NOC)	Carpentry not otherwise classified (NOC).
055060	Road Employees-Paving, Repaving	Applies to clearing of right of way, earth excavation, filling, grading, paving or repaving.
056060	Co. & Drain Dist. Commissioners	Commissioners and Road Superintendents that are directly responsible for road crew supervision.
062190	Landfill Operation & Drivers, Excavation Noc	Includes burrowing, filling or backfilling
062290	Irrigation/Drainage Construct.	Pile driving, dredging, tunneling, or ditch digging.
063190	Gas/Water Main Connection Constr	Also includes flood control districts.
073270	Stevedoring	The storage, maintenance, or repair of nets, slings, fork lift trucks, or other equipment shall be assigned to the basic classification even though such operations are conducted at a separate location.
073800	Drivers	Drivers, Chauffeurs, Messengers. Applies to employees engaged in such duties or in connection with a vehicle.
074180	Aircraft Operations	Includes patrol and insect control by aerial application (spraying & crop dusting)

Workers' Compensation Classification Guide

CLASS CODE	CLASS CODE NAME	DESCRIPTION OF CLASS CODE
074220	Aircraft Ambulance	Applies to medical flight operation of aircraft including helicopters
074230	Airport	Aircraft All Other, including aerial photography, mapping, or survey work.
075200	Waterworks Operation & Drivers	Applies to the operation of water plants, Sources of water for the plant include but not limited to rivers, streams, deep water wells, underground springs, dams or reservoirs. The water is pumped and piped to the filtration plant where it is filtered through sand beds. The water is then treated with chlorine or other purifying chemicals. Sometimes sodium fluoride is added. The water is then pumped to large elevated stand pipes for distribution through the system. Code 7520 includes maintenance or repair to the plant equipment, water mains, water meters and fire plugs. It also includes water meter installation when done by the employees of the plant operator and includes meter readers whether employed by the plant operator or by separate concerns. Cashiers who take payments from customers are also included in Code 7520.
075800	Sewage Disposal Plant Operations	Applies to the operations of a sewage disposal plant. Such plants may be operated by a municipal board or commission or a private company. The plant can dispose of sewage by a number of methods, the most common of which are plain sedimentation, chemical coagulation, biological processes and various combinations of these three. These processes kill bacteria and speed up decomposition so that raw sewage is not dumped into waterways or incinerated. The classification applies to the employees engaged in the operation of the treatment facility including those who may simply watch gages or instrument panels.
075900	Landfill, Garbage Reduction	Applies to reduction or incineration. Drivers to be separately rated as Code 9402.
077040	Firefighters & Drivers	Applies to organizations serving the public through firefighting and related fire protection services. Includes firefighters who also perform emergency medical services.
077200	Law Enforcement	Includes Sheriff, Deputies, Constables, jail employees and investigators.
077210	Ambulance	Ambulance Service and Emergency Medical Service providers and drivers
077220	Juvenile Detention Officers	Juvenile Probation Officers employed in detention centers.
080060	Commodity Dist.-Retail Grocery	Applies to commodity distribution personnel.

Workers' Compensation Classification Guide

CLASS CODE	CLASS CODE NAME	DESCRIPTION OF CLASS CODE
080170	Store Clerks	Store Retail including Concessions
082270	Permanent Yard Employees	Applies only to personnel who work at storage yards maintained for storage of material or equipment. See other construction codes for personnel who work at construction sites.
082640	Recycling Or Shredding Workers & Drivers	Includes aluminum can, paper shredding and glass recycling workers who run recycling machines and drive recycling vehicles.
082920	Warehousing NOC and Driver	Applies to the operations involved in the storage of goods belonging to others which are not classified under one of the other specific storage warehouse classifications. Code 8292 does apply to the storage of new, unsold furniture for manufacturers or dealers. Code 8292 includes repair and maintenance of equipment, loading and unloading of trucks or other vehicles, movement of items within the warehouse and any repacking which may need to be done. Field bonded warehouse operations involve only custodians who check the goods and materials in and out of the bonded premises. These insured do not operate the warehouse themselves, but are only responsible for the security of the merchandise which it stores as security for bank loans or other such purposes.
083910	Auto Mechanics	Applies to the storage of general merchandise not owned by the member. Applies to repair of trucks, autos, heavy equipment and wrecker service. Also auto accessories store workers.
086010	Engineers, Surveyors	Applies to land surveying and those not engaged in actual construction.
087090	Inspectors or Weighers of Merchandise on Vessels or Docks	Inspectors, samplers, or weighers of merchandise on vessels docks, railways, or warehouses
087420	Juv Probation, Collectors, Sales	Applies to juvenile probation officers (except those employed in detention centers, use 7722), outside case workers, and social workers. Includes emergency management coordinators and visual inspectors.

Workers' Compensation Classification Guide

CLASS CODE	CLASS CODE NAME	DESCRIPTION OF CLASS CODE
088090	Chief Of Commissions & Directors	Executive Officers performing clerical or outside salespersons duties only - not superintendents, foremen or workers. This classification applies only to executive officers such as the president, vice president, secretary, treasurer or any other officer appointed in accordance with the charter or by-laws of the corporation or a professional association.
088100	Clerical	Includes secretaries, bookkeepers and office personnel such as: County Judge, County Commissioners (use class 5606 if commissioner is directly responsible for road crew supervision), Auditor, County/District Clerks, Tax Assessor/Collector, Treasurer, Veterans Service Officer, Court Reporters, Cashiers, Bailiff, Court Administrator, Justice of the Peace, Dispatchers, and Computer and Data Processing services.
088110	Election Personnel	Does not apply to classifications that specifically include clerical within that classification.
088120	Jurors	Persons paid for service in the conduct of an election
088200	Law Office	Persons paid for jury service
088280	Homemaker Service	Applies to the operations of attorneys both inside and outside of the office. It encompasses trial attorneys and attorneys, paralegals and other employees involved in investigative work but does not include private detectives who are classified under Code 7720
088290	Nursing Home Employees	Applies to non-professionals who provide in-home health care service.
088310	Vet Hospital & Animal Control	Includes all employees in nursing homes.
088320	Physician Med. Lab. Minor Emer. Clinic	Applies to Animal Control personnel.
088330	Hospital Professional & Clerical	Medical/clerical personnel working in clinics. Includes medical lab workers.
088380	Library/Museum-Prof. & Clerical	Includes administrators, physicians, nurses, home health care professional employees, orderlies, technicians, pharmacists, nurse's aides, dieticians, clerical and switchboard.
088550	Volunteers - Fire Fighters	Includes professional and clerical employees.
088560	Volunteers - Law Enforcement	Includes volunteer firefighters who also perform emergency medical services
		Reserve Law Enforcement Officers

Workers' Compensation Classification Guide

CLASS CODE	CLASS CODE NAME	DESCRIPTION OF CLASS CODE
088570	Volunteers - Emergency Medical Personnel	Includes volunteer Emergency Medical Personnel and no firefighting
088590	Volunteers - All Others	Volunteers not including law enforcement, firefighters or emergency medical personnel.
088680	Youth & Community Center Directors	Applies to schools - professional employees.
090140	Bldg. Maintenance & Janitors	Includes janitorial services.
090150	Parking Lots & Drivers	Includes parking garages, lots and parking attendants.
090160	Amusement Park, Exhibition Center	<p>This classification is used for employees that work as amusement park or exhibition operators or drivers within an operation not separately classified. This would include both businesses that are independent concessions, as well as those operated by the owner or lessee of the exhibition or amusement park. Jobs that are commonly found within this classification would include those who care for the premises, musicians, box office employees, security workers, elevator operators, gate attendants, boat rental concession employees, those who operate air rifle shooting galleries, archery ranges, ball or dart throwing booths, baseball batting cages, miniature golf courses, public tennis courts and driving ranges, pony tracks, tour guides, ticket sellers, and maintenance employees.</p> <p>Exclusions to class code 9016 that are similar in nature would include those who operate amusement park rides or devices, kennel or stable employees, anyone employed by a roller-skating rink, and anyone who should be assigned to a higher risk code according to the Basic Manual.</p>
090190	Toll Bridge Employees	This classification is reserved for employees engaged in bridge or vehicular tunnel operations. Includes all employees on approaches. Structural alterations or repairs, or the painting of the bridge structure to be separately rated.
090320	Housing Authority Mangers & Employees	This classification is reserved for employees of housing authorities, such as managers, directors, and employees. Applies to all employees of housing authorities operating completed public housing projects. The authority may be a governmental, quasi-governmental, or privately run charitable, not-for-profit, or for-profit agency.

Workers' Compensation Classification Guide

CLASS CODE	CLASS CODE NAME	DESCRIPTION OF CLASS CODE
090330	Housing Authority & Drivers	This classification is reserved for employees of housing authorities, such as clerical, salespersons, drivers, etc. Applies to all employees of housing authorities operating completed public housing projects. The authority may be a governmental, quasi-governmental, or privately run charitable, not-for-profit, or for-profit agency.
090400	Hospital, All Others	Includes building superintendents, power employees, maintenance, repairs, supply, elevator, warehouse, kitchen, laundry, housekeeping and maid service.
090600	Golf Course	Includes clerical employees who work at clubhouse.
090610	Swimming TAC RMPs	Includes employees who work at a swimming TAC RMP.
090790	Restaurant, Food Preparation	Includes all jail cooks who never come in contact with prisoners. If cooks come in contact with prisoners, including trustees working in the kitchen, then place in Code 7720. Coverage for prisoners/trustees is not provided.
091010	Schools - All Other Employees	Includes employees for public library or museum
091020	Parks & Recreation	Includes all employees except clerical.
092200	Cemetery Operations	Applies to the operations involved in the operation of a cemetery. It will include digging graves, interring remains, landscape operations and day-to-day maintenance operations including lawn mowing, snow removal, etc. It also includes the operations involved in moving a cemetery or individual graves to another location. It includes the operation of a mausoleum but does not include crematory operations which are assigned to code 9620. Code 9220 includes the maintenance of equipment, grounds and buildings at the cemetery location.
094020	Garbage Collection & Drivers	Includes removal operations which involve opening grave, removing and re-interring remains. Collection of refuse, garbage, trash and/or brush along with the operation of sanitary landfill. Street cleaning operations (no repair operations). Also includes beach combing operations.



If you have any watercraft over 26' in length, please fill out the form below for each watercraft.

Member Name : McLennan County

Watercraft Type
Make
Model
Model Year
Length
Horse Power
Owned Leased Chartered
Number of Crew
Passenger Capacity
Use
Frequency of Use
Primary Body of Water

Is Protection and Indemnity coverage provided for each watercraft listed above?
 If "No" Please Explain:

Workers' Compensation Classification Guide

Important phone numbers

Workers' Compensation Claim Services	Workers' Compensation Program Supervisor
Claims should be reported directly to York. York Risk Services Group Business: (800) 752-6301 Fax: (512) 346-9321 Email: tacdwcforms@yorkrsg.com	General workers' compensation claims questions, training needs and member assistance contact: Stacy Corluccio Business: (512) 478-8753 ext. 3629 Email: StacyC@county.org

Important calendar dates

Quarterly Contribution Due Dates
1 st Quarter – January 1
2 nd Quarter – April 1
3 rd Quarter – July 1
4 th Quarter – October 1

AGENDA: OCTOBER 4, 2016

N. Americans with Disabilities Act Compliance Project:

1. Authorization of Professional Services Invoice: The Wallace Group (re: ADA Study / Reports for August)

Approved

CD-409, 10:06

ORDER APPROVING:

**AUTHORIZATION OF PROFESSIONAL SERVICES INVOICE: THE WALLACE
GROUP (RE: ADA STUDY / REPORTS FOR AUGUST)**

On this the 4 day of October 2016, came on for consideration the matter Authorization of Professional Services Invoice: The Wallace Group (re: ADA Study / Reports for August). After discussion, Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.



E-MAILED

Cody DC 9-15

9-22

THE WALLACE GROUP RECEIVED

engineers architects surveyors
A CP&Y COMPANY

SEP. 09 2016

COUNTY AUDITOR

P. O. Box 22007
Waco, TX 76702-2007
(254)772-9272
Tax ID Number: 75-1720414

McLennan County
501 WASHINGTON AVE.
WACO, TX 76701

September 7, 2016

Invoice No:

WALL9923841.00 - 9

Project WALL9923841.00 McLennan County - ADA Study

Professional Services from August 1, 2016 to August 31, 2016

Phase	01	Project Management	Total this Phase	0.00
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Phase	03	Poling Location Surveys
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Task	20	Study/Report
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			Hours	Rate	Amount	
Architect						
Thacker, John	8/18/2016	Meeting to discuss corrective work needed at various locations.	1.50	129.00	193.50	
Thacker, John	8/25/2016	Questions and Clarifications on work requirements with voting staff.	1.00	129.00	129.00	
Technician						
Wick, James	8/9/2016	pull old reports, check for projects finished, review sites needing a confirmation.	1.00	74.00	74.00	
Wick, James	8/11/2016	prepare map and reports for site visits	1.50	74.00	111.00	
Wick, James	8/12/2016	site visit to confirm conditions	7.00	74.00	518.00	
Wick, James	8/15/2016	report	1.25	74.00	92.50	
Totals			13.25		1,118.00	
Total Labor						1,118.00
Total this Task						\$1,118.00
Total this Phase						\$1,118.00

Phase	04	JP Precinct Office ADA Renovation
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Task	40	Final Design
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			Hours	Rate	Amount
Managing Architect					
Jezek, George	8/24/2016		3.00	138.00	414.00
quality control redlines					
Architect					
Thacker, John	8/8/2016		2.50	129.00	322.50
Final Checking and MarkUps					
Thacker, John	8/9/2016		2.00	129.00	258.00
Drawing review and MarkUps					
Thacker, John	8/10/2016		2.50	129.00	322.50
Final Coordination & MarkUps					
Thacker, John	8/11/2016		5.00	129.00	645.00
Drawing Coordination and MarkUps					
Thacker, John	8/12/2016		6.00	129.00	774.00
Teller window revisions and Schedules at JP4.					
Thacker, John	8/15/2016		4.50	129.00	580.50
Research, Plumbing Schedules, Accessory Schedules and Hardware.					
Thacker, John	8/16/2016		3.00	129.00	387.00
Cost Estimates and Final Drawings					
Thacker, John	8/17/2016		4.00	129.00	516.00
Building Tour and meeting in McGregor and Estimates					
Thacker, John	8/24/2016		3.00	129.00	387.00
McGregor building inspection and tour.					
Thacker, John	8/25/2016		1.00	129.00	129.00
Final Drawings and Specs					
Thacker, John	8/29/2016		4.00	129.00	516.00
Specs					
Thacker, John	8/30/2016		2.50	129.00	322.50
Specs					
Thacker, John	8/31/2016		4.00	129.00	516.00
Specs					
Executive Assistance					
Hendon, Misty	8/29/2016		4.00	64.00	256.00
Specs for JP Office Improvement					
Hendon, Misty	8/31/2016		3.00	64.00	192.00
Specs for JP Office					
Sr. Technician					
Carter, Clen	8/1/2016		1.50	83.00	124.50

jp3 plans					
Carter, Clen	8/1/2016	1.25	83.00	103.75	
jp4 cd drawings					
Carter, Clen	8/2/2016	1.75	83.00	145.25	
jp3 plans					
Carter, Clen	8/4/2016	4.00	83.00	332.00	
jp3 plans					
Carter, Clen	8/5/2016	4.00	83.00	332.00	
jp3 plans					
Carter, Clen	8/8/2016	5.25	83.00	435.75	
jp3 plans					
Carter, Clen	8/9/2016	4.75	83.00	394.25	
jp3 plans					
Carter, Clen	8/10/2016	2.25	83.00	186.75	
jp3 plans					
Carter, Clen	8/12/2016	1.25	83.00	103.75	
jp3 plans					
Carter, Clen	8/15/2016	3.75	83.00	311.25	
jp4 cd drawings					
Carter, Clen	8/16/2016	4.75	83.00	394.25	
jp4 final darwings					
Carter, Clen	8/17/2016	7.25	83.00	601.75	
jp4 final darwings					
Carter, Clen	8/18/2016	4.75	83.00	394.25	
compile and complete jp package- jp2,3, & 5					
Carter, Clen	8/19/2016	5.50	83.00	456.50	
jp 5 finals, site visit					
Carter, Clen	8/22/2016	1.75	83.00	145.25	
jp5 finals					
Carter, Clen	8/24/2016	.75	83.00	62.25	
final red lines					
Carter, Clen	8/25/2016	3.75	83.00	311.25	
final red lines					

Totals		112.25		11,372.75	
Total Labor					11,372.75
				Total this Task	\$11,372.75
				Total this Phase	\$11,372.75

Phase	05	Courthouse ADA Improvements
Task	30	Preliminary Design

			Hours	Rate	Amount
Architect					
Thacker, John	8/18/2016	2.00	129.00	258.00	
Termorary Courtroom Meeting with Judge Gray.					
Thacker, John	8/26/2016	1.50	129.00	193.50	
Mark Up changes for Temporary Courtroom and review with Clen Carter.					
Sr. Technician					
Carter, Clen	8/26/2016	2.50	83.00	207.50	

Project	WALL9923841.00	McLennan County - ADA Study	Invoice	9	
4th floor scheme A					
Totals			6.00	659.00	
Total Labor				659.00	
Total this Task				\$659.00	
Total this Phase				\$659.00	

Phase	10	Harwell Det Center ADA Improvements			
Task	60	Construction Administration			

Architect					
Thacker, John		8/5/2016	1.00	129.00	129.00
Sidewalk Inspection					
Totals			1.00	129.00	
Total Labor					129.00
Total this Task				\$129.00	
Total this Phase				\$129.00	

Phase	13	Adult Probation ADA Renovation			
Task	40	Final Design			

Technician					
Wick, James		8/2/2016	3.50	74.00	259.00
details, project files and floor plans					
Totals			3.50	259.00	
Total Labor					259.00
Total this Task				\$259.00	
Total this Phase				\$259.00	

Phase	14	Sheriff Shepard Mullins Alt Shelter			
Task	60	Construction Administration			

Architect					
Thacker, John		8/22/2016	1.50	129.00	193.50
Job Visit to Check Toilet handrail revisions					
Totals			1.50	193.50	
Total Labor					193.50
Total this Task				\$193.50	
Total this Phase				\$193.50	

Phase	19	PTIP/Hot Check & DA Offices			

Project	WALL9923841.00	McLennan County - ADA Study	Invoice	9
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Task	20	Study/Report	Hours	Rate	Amount	
Technician						
Wick, James		8/1/2016	1.50	74.00	111.00	
		help rachael with details, & files				
Wick, James		8/2/2016	.75	74.00	55.50	
		help rachael with details, & files				
Wick, James		8/4/2016	1.25	74.00	92.50	
		help rachael with details, & files				
Wick, James		8/15/2016	2.00	74.00	148.00	
		site visit to field measure				
		Totals	5.50		407.00	
		Total Labor				407.00
						Total this Task \$407.00

Task	30	Preliminary Design	Hours	Rate	Amount	
Architect						
Thacker, John		8/16/2016	2.00	129.00	258.00	
		New Attorney offices in Annex				
Thacker, John		8/17/2016	1.50	129.00	193.50	
		Coordination with drafting on Attorney offices				
Thacker, John		8/18/2016	1.50	129.00	193.50	
		Annex Attorney Offices - Design Options				
Thacker, John		8/26/2016	1.50	129.00	193.50	
		Meeting with DA in County Judge's Office				
Thacker, John		8/29/2016	1.00	129.00	129.00	
		Drawing review and coordination with Rachel				
Thacker, John		8/30/2016	1.00	129.00	129.00	
		Final Drawing Review and MarkUps				
Thacker, John		8/31/2016	2.00	129.00	258.00	
		Drawing Reviews				
Technician						
Allen, Rachael		8/1/2016	5.50	74.00	407.00	
		ADA FLOORPLAN DESIGN				
Allen, Rachael		8/2/2016	.50	74.00	37.00	
		ada elevation drawing				
Allen, Rachael		8/3/2016	1.00	74.00	74.00	
		ada floorplan design				

Project	WALL9923841.00	McLennan County - ADA Study	Invoice	9	
Allen, Rachael		8/4/2016	6.50	74.00	481.00
ada floorplan					
Allen, Rachael		8/15/2016	3.00	74.00	222.00
field measure					
Allen, Rachael		8/16/2016	3.00	74.00	222.00
Law office floor plan layout					
Allen, Rachael		8/29/2016	3.00	74.00	222.00
PTIP office const. docs					
Allen, Rachael		8/30/2016	2.00	74.00	148.00
PTIP office const. docs					
Allen, Rachael		8/31/2016	3.00	74.00	222.00
PTIP office const. docs finalize					
Totals			38.00		3,389.50
Total Labor					3,389.50
					Total this Task
					\$3,389.50

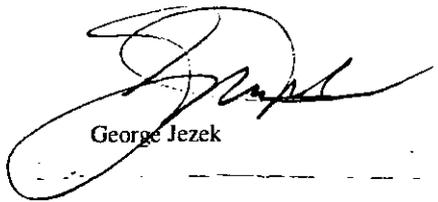
Task	40	Final Design	Hours	Rate	Amount
Managing Architect					
Jezek, George		8/16/2016	2.00	138.00	276.00
redlines, plan review					
Architect					
Thacker, John		8/1/2016	6.50	129.00	838.50
Coordination with Drafting and Hand drawing details.					
Thacker, John		8/4/2016	4.00	129.00	516.00
Details and drawing checks.					
Thacker, John		8/9/2016	4.00	129.00	516.00
Review and coordinate drawings with Drafting					
Thacker, John		8/10/2016	1.50	129.00	193.50
Drawing Coordination and MarkUps					
Thacker, John		8/15/2016	1.50	129.00	193.50
Coord field measurements in Courthouse Annex for new attorney offices.					
Totals			19.50		2,533.50
Total Labor					2,533.50
					Total this Task
					\$2,533.50
					Total this Phase
					\$6,330.00
					Total this Invoice
					\$20,061.25

APPROVED BY COMMISSIONERS COURT
THIS 4 DAY OF OCT 2016
Scott M. Johnson
COUNTY JUDGE

Outstanding Invoices

Number	Date	Balance
8	8/3/2016	20,663.25
Total		20,663.25

Respectfully submitted.



George Jezek

FILED: OCT 04 2016'

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetez Gowan DEPUTY

The Court went to the Supplemental Agenda.

SUPPLEMENTAL AGENDA: OCTOBER 4, 2016

**B. Contracts, Interlocal Agreements, and Memorandum of Understanding;
Purchase, Lease or Acquisition of Goods, Equipment or Services,
including any Financing Thereof:**

1. Authorization of Amendment No. 1 to the Memorandum of Understanding: Texas Department of Public Safety (re: Administrative Support) **Approved**

C. Grants / Grant Proposals:

1. Regarding the Bureau of Justice Assistance (BJA) / Office for Victims of Crime (OVC) FY 16 Enhanced Collaborative Model to Combat Human Trafficking Competitive Grant: Acceptance of Grant Award **Approved**

CD-409, 10:07

ORDER APPROVING:

**AUTHORIZATION OF AMENDMENT NO. 1 TO THE MEMORANDUM OF
UNDERSTANDING: TEXAS DEPARTMENT OF PUBLIC SAFETY
(RE: ADMINISTRATIVE SUPPORT)**

On this the 4 day of October, 2016, came on for consideration the matter of Authorization of Amendment No. 1 to the Memorandum of Understanding: Texas Department of Public Safety (re: Administrative Support). After discussion, Commissioner Snell made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

Amendment No. 1

**To the Memorandum of Understanding
Regarding
McLennan County Administrative Support for the Texas Department of Public Safety District
Office, Waco
Between
The Texas Department of Public Safety and
McLennan County**

The Texas Department of Public Safety (hereinafter referred to as "DPS"), and McLennan County (hereinafter referred to as "County"), (collectively referred to as the "Parties"), hereby agree as follows:

I. Recitals

Whereas, in February 18, 2016, DPS, and the County entered into this Interlocal Agreement to be effective February 18, 2016 and to terminate on September 30, 2016;

Whereas, under Section 3.2 of this MOU, the Parties could agree to extend the term of this MOU;

Whereas, the Parties wish to extend the term of this MOU through September 30, 2017;

Now, therefore, the Parties agree as follows:

II. Terms

A. Section 3.1 is deleted in its entirety and replaced in its entirety with the following language:

"The term of this MOU begins on October 1, 2016 and will terminate on September 30, 2017, unless terminated sooner under the terms of this MOU."

B. This Amendment No. 1 represents the entire agreement between the Parties concerning the subject matter of this Amendment No. 1 and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations and negotiations.

C. Except as expressly provided herein, all other provisions of this MOU remain unchanged and are in full force and effect and are ratified and affirmed by the Parties. By their execution and delivery of this Amendment No. 1 neither Party waives or releases any default thereunder.

D. If there is a conflict between this MOU and Amendment No. 1, then the following will control in this order of priority:

1. Amendment No. 1
2. This MOU

E. This Amendment No. 1 will be effective as of the date of the last Party to sign.

III. Signatories

The undersigned signatories represent and warrant that each has full authority to enter into this Amendment No. 1 on behalf of the respective Parties. This Amendment No. 1 may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

Texas Department of Public Safety:



Freeman F. Martin
Freeman Martin, Regional Commander, Region 6

09/30/2016
Date

McLennan County, Texas:

Scott M. Felton
Scott M. Felton, County Judge

10/04/16
Date

Attest:

Myrcetez Gowan
County Clerk or Deputy Clerk

FILED: OCT 04 2016

J.A. ANDY HAWWELL, County Clerk
McLennan County, Texas
By Myrcetez Gowan DEPUTY

ORDER ACCPETING:

GRANT AWARD

**RE: THE BUREAU OF JUSTICE ASSISTANCE (BJA) / OFFICE FOR
VICTIMS OF CRIME (OVC) FY 16 ENHANCED COLLABORATIVE MODEL
TO COMBAT HUMAN TRAFFICKING COMPETITIVE GRANT**

On this the 4 day of October, 2016, came on for consideration the matter Regarding the Bureau of Justice Assistance (BJA) / Office for Victims of Crime (OVC) FY 16 Enhanced Collaborative Model to Combat Human Trafficking Competitive Grant: Acceptance of Grant Award. After discussion, Commissioner Jones made a motion to accept and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Jones and Commissioner Perry with Commissioner Snell and Commissioner Gibson abstaining. It is ordered by the Court that said Grant be, and the same is hereby, accepted by majority vote.



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 28, 2016

The Honorable Scott M. Felton
McLennan County
219 North 6th
Waco, TX 76701

Dear Judge Felton:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 16 Enhanced Collaborative Model to Combat Human Trafficking: Development of Human Trafficking Task Forces in the amount of \$600,000 for McLennan County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Tahitia M. Barringer, Program Manager at (202) 616-3294; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Karol V. Mason".

Karol Virginia Mason
Assistant Attorney General

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

September 28, 2016

The Honorable Scott M. Felton
McLennan County
219 North 6th
Waco, TX 76701

Dear Judge Felton:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, *Equal Treatment for Faith-Based Organizations*, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

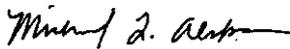
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Cooperative Agreement

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) McLennan County 219 North 6th Waco, TX 76701		4. AWARD NUMBER: 2016-VT-BX-K.006	
2a. GRANTEE IRS/VENDOR NO. 746002492		5. PROJECT PERIOD: FROM 10/01/2016 TO 09/30/2019 BUDGET PERIOD: FROM 10/01/2016 TO 09/30/2019	
2b. GRANTEE DUNS NO. 021619085		6. AWARD DATE 09/28/2016	7. ACTION Initial
3. PROJECT TITLE Heart of Texas Human Trafficking Coalition Grant Application		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 600,000	
		11. TOTAL AWARD \$ 600,000	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under 22 U.S.C. 7105 (b)(2)(A)			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.320 - Services for Trafficking Victims			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Karol Virginia Mason Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Scott M. Felton Judge	
17. SIGNATURE OF APPROVING OFFICIAL <i>Karol V. Mason</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <i>Scott M. Felton</i>	19A. DATE 10/4/16
		AGENCY USE ONLY	
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B VT 80 00 00 600000		21. RVTUGT1587	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



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PROJECT NUMBER 2016-VT-BX-K006

AWARD DATE 09/28/2016

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200; as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after – (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <http://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



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PROJECT NUMBER 2016-VT-BX-K006

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SPECIAL CONDITIONS

4. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



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PROJECT NUMBER 2016-VT-BX-K006

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SPECIAL CONDITIONS

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

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SPECIAL CONDITIONS

13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



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SPECIAL CONDITIONS

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.



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SPECIAL CONDITIONS

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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SPECIAL CONDITIONS

21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. Recipient certifies that it does not promote, support, or advocate the legalization or practice of prostitution, nor will it use grant funds or program match funds to promote, support, or advocate the legalization or practice of prostitution.

24. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

25. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

26. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2016-VT-BX-K006 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.



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27. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.
28. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
29. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
30. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
31. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
32. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
33. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.



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34. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.



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35. The recipient may not obligate, expend, or draw down sixty percent (60%) of the federal funds provided under this award until the recipient submits to the awarding agency a signed task force Memorandum of Understanding (MOU) that has been signed by all required members of the task force and approved by the awarding agency, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition. The recipient must submit the MOU within six months of the date that it accepts this award.

36. The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

37. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to OJP all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

38. The recipient agrees to track and report to BJA on its training and technical assistance activities and deliverables progress using the guidance and format provided by BJA.

39. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$15,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.



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Office of Justice Programs
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PROJECT NUMBER 2016-VT-BX-K006

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SPECIAL CONDITIONS

40. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

41. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.
42. The recipient may not obligate, expend, or draw down seventy percent (70%) of the federal funds provided under this award until the recipient submits updated program strategy and budget documents, these have been approved by the awarding agency, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
43. Withholding - Completion of "OJP financial management and grant administration training" required

The recipient may not obligate, expend, or draw down funds under this award until— (1) OJP determines that the recipient's Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award have successfully completed an "OJP financial management and grant administration training" on or after January 1, 2015, and (2) OJP issues a Grant Adjustment Notice (GAN) to modify or remove this special condition.

Once both the POC and all FPOCs have successfully completed the training required by this condition, the recipient may contact the designated grant manager for the award to request initiation of a GAN to remove this condition.

A list of the OJP trainings that OJP will consider an "OJP financial management and grant administration training" for purposes of this condition is available at <http://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Categorical Exclusion for McLennan County

The purpose of this award is to support the development and enhancement of multidisciplinary human trafficking task forces that implement collaborative approaches to combat all forms of human trafficking, including sex and labor trafficking of both foreign nationals and U.S. citizens (of all genders and ages), within the United States. The task force will implement victim-centered, collaborative and sustainable approaches to: identify victims of all types of human trafficking; investigate and prosecute sex trafficking and labor trafficking cases at the local, state, tribal, and federal levels; and, address the individualized needs of victims through the provision of a comprehensive array of quality services. Awards will be made to a lead law enforcement agency and a lead victim service provider within each task force.

None of the following activities will be conducted either under the OJP federal action or a related third party action: 1) New construction; 2) Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain; 3) A renovation which will change the basic prior use of a facility or significantly change its size; 4) Research and technology whose anticipated and future application could be expected to have an effect on the environment; or 5) Implementation of a program involving the use of chemicals. Consequently, the subject federal action meets OJP's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of the Code of Federal Regulations. Additionally, the proposed action is neither a phase nor a segment or a project which when viewed in its entirety would not meet the criteria for a categorical exclusion.



U.S. Department of Justice
Office of Justice Programs
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**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Cooperative Agreement

PROJECT NUMBER

2016-VT-BX-K006

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This project is supported under 22 U.S.C. 7105 (b)(2)(A)

1. STAFF CONTACT (Name & telephone number)

Tahitia M. Barringer
(202) 616-3294

2. PROJECT DIRECTOR (Name, address & telephone number)

Scott M. Felton
Judge
501 Washington Avenue
Waco, TX 76701
(254) 757-5049

3a. TITLE OF THE PROGRAM

BJA FY 16 Enhanced Collaborative Model to Combat Human Trafficking: Development of Human Trafficking Task Forces

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Heart of Texas Human Trafficking Coalition Grant Application

5. NAME & ADDRESS OF GRANTEE

McLennan County
219 North 6th
Waco, TX 76701

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2016 TO: 09/30/2019

8. BUDGET PERIOD

FROM: 10/01/2016 TO: 09/30/2019

9. AMOUNT OF AWARD

\$ 600,000

10. DATE OF AWARD

09/28/2016

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Enhanced Collaborative Model to Combat Human Trafficking Program is designed to support the development and enhancement of multidisciplinary human trafficking task forces that implement collaborative approaches to combat all forms of human trafficking, including sex and labor trafficking of both foreign nationals and U.S. citizens (of all genders and ages), within the United States. The task force will implement victim-centered, collaborative and sustainable approaches to: identify victims of all types of human trafficking; investigate and prosecute sex trafficking and labor trafficking cases at the local, state, tribal, and federal levels; and, address the individualized needs of victims through the provision of a comprehensive array of quality services. Awards will be made to a lead law enforcement agency and a lead victim service provider within each task force. This award will be made to McLennan County who will work in collaboration with the Communities In Schools of the Heart of Texas to implement this project within McLennan, Falls, Bosque, Limestone, and Freestone Counties.

FILED: OCT 04 2016

J. A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcelaz Gowan DEPUTY

The Court went back to item O. Work Session Items.

AGENDA: OCTOBER 4, 2016

O. Work Session Items: (unless otherwise identified above, no action will be taken, but these matters will be discussed):

- | | |
|--|-------------------------|
| 1. <i>Discussion regarding Criminal Justice Issues:</i> Updates on the Electronic Monitoring Program / Coordinating the McLennan County Criminal Justice System / Criminal Justice Process / Veterans & Mental Health Courts / Courthouse Security / Public Nuisance Reporting & Enforcement Process, related matters | Information Only |
| 2. <i>Discussion re: Capital Expenditures:</i> including Discussion Regarding the Time Schedule for Capital Outlay / Recommendations from the Finance Committee Regarding the Spending Policy / Equipment Financing, related matters | None |
| 3. <i>Discussion re: County Property,</i> including Space Availability & Utilization of County Buildings/Law Library, Utilization Planning, Consultant, Joint Facilities Master Plan or Study; Tradinghouse Lake/Park; ADA Capital Improvements; Surrey Ridge Road, Speegleville Road, and/or Chapel Road; Themis Statue; Discussion regarding Lincoln City Road Flooding; Roofing Projects for Various County Buildings; County Off-System Bridge Repair/Maintenance, related matters | Information Only |
| 4. <i>Discussion regarding Texas Department of Transportation:</i> including Rural/Public Transportation, related | None |
| 5. <i>Discussion regarding Agenda Item Submission</i> | None |
| 6. <i>Discussion regarding McLennan County Employee Policy Guide</i> | None |

CD-409, 10:10

INFORMATION ONLY:

WORK SESSION ITEMS (UNLESS OTHERWISE IDENTIFIED ABOVE, NO ACTION WILL BE TAKEN, BUT THESE MATTERS WILL BE DISCUSSED):

DISCUSSION RE: CRIMINAL JUSTICE ISSUES: UPDATES RE: THE ELECTRONIC MONITORING PROGRAM / COORDINATING THE MCLENNAN COUNTY CRIMINAL JUSTICE SYSTEM / CRIMINAL JUSTICE PROCESS / VETERANS & MENTAL HEALTH COURTS / COURTHOUSE SECURITY / VIDEO CONFERENCING UTILIZATION / PUBLIC NUISANCE REPORTING & ENFORCEMENT PROCESS, RELATED MATTERS

On this the 4 day of October, 2016, came on for consideration the matter of **Work Session Items** (unless otherwise identified above, no action will be taken, but these matters will be discussed): *Discussion re: Criminal Justice Issues*: Updates re: the Electronic Monitoring Program, Coordinating the McLennan County Criminal Justice System / Criminal Justice Process / Veterans & Mental Health Courts / Courthouse Security / Video Conferencing Utilization / Public Nuisance Reporting & Enforcement Process, related matters.

Report Date:	10/3/2016
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McLennan County EM Office
 219 N. 6th St., Ste. 100 Rm. 101
 Waco, TX 76701

Email: mclennanem@recoveryhealthcare.com

Phone: (254) 300-4277, Fax: (254) 313-1170

Total Client's in lieu of Jail:	40
Total Indigent Client's:	25
Total Double Client's:	25
Client's:	351
Total Client's:	376

GPS Totals:	
Sheriff:	40
CSCD:	1
COB:	17
Felony:	2
Other:	4
PTIP:	0
Child Support:	0
Total Clients:	64

SCRAM CAM Totals:	
Sheriff:	4
CSCD:	13
COB:	1
Felony:	0
Other:	8
PTIP:	3
Child Support:	0
Total Clients:	29

SCRAM Remote Breath Totals:	
Sheriff:	0
CSCD:	25
COB:	0
Felony:	0
Other:	8
PTIP:	41
Volunteer:	2
Total Clients:	76

Soberlink Totals:	
Sheriff:	0
CSCD:	5
COB:	0
Felony:	0
Other:	2
PTIP:	2
Child Support:	0
Total Clients:	7

Drug Patch Totals:	
Sheriff:	8
CSCD:	5
COB:	1
Felony:	0
Other:	0
PTIP:	18
Child Support:	0
Total Clients:	14

UA Totals:	
Sheriff:	16
CSCD:	0
COB:	2
Felony:	1
Other:	1
PTIP:	141
Child Support:	0
Total Clients:	161

52/52 Totals:	
Sheriff:	0
CSCD:	0
COB:	0
Felony:	0
Other:	0
PTIP:	15
Child Support:	0
Total Clients:	0

Hair Testing Totals:	
Sheriff:	0
CSCD:	0
COB:	0
Felony:	0
Other:	0
PTIP:	4
Child Support:	0
Total Clients:	0

Judge Totals: (House Arrest Only)			
Judge Cates		Judge Freeman	
GPS	34	GPS	6
SCRAM CAM	4	SCRAM CAM	0
SCRAM RB	0	SCRAM RB	1
Soberlink	0	Soberlink	0
Drug Patch	8	Drug Patch	0
UA	16	UA	0
Indigent	21	Indigent	4
Total in lieu of Jail:	34	Total in lieu of Jail:	6
Double:	24	Double:	1

SCRAM Clients:

Sheriff:

Judge Cates:							
Client:	Enrollment:	Status:	Extra:	Specifications:	PO Date:	LO Date:	
Espinosa, Margarita	2079368123	7/22/2016	Indigent	Scram CAM		11/1/2016	11/12/2016
Grammer, Keflay M	2079373150	6/1/2016	Indigent	Scram CAM		10/21/2016	10/31/2016
Harris, Jacob S	2079362091	9/2/2016	Indigent	UA		11/7/2016	11/15/2016
Henry, Lashinda S	2079376547	9/2/2016	Indigent	UA		10/29/2016	11/8/2016
Johnson, Pamela D	2079338348	7/29/2016	Indigent	Scram CAM		10/24/2016	11/4/2016
Lopez, Joe M	2079376021	8/18/2016		Scram CAM		10/15/2016	10/25/2016
Judge Freeman:							
Client:	Enrollment:	Status:	Extra:	Specifications:	PO Date:	LO Date:	
Englander, Julie M	2079365014	8/5/2016		Scram CAM		11/9/2016	11/9/2016
Wernette, Tania K	2079345263	9/1/2016		Scram RB		9/29/2016	10/5/2016

Total Clients:	6
Total Indigent:	5
Total SCRAM CAM	4
Total RB	0

Total Clients:	2
Total Indigent:	0
Total SCRAM CAM	1
Total RB	1

Other Clients:

Client:	Enrollment:	Status:	Extra:	Specifications:	PO Date:	LO Date:	
Barnett, Denny H	2079367661	1/13/2016	Indigent	Scram CAM			McLennan County
Bernal, Leroy M	2079373890	6/16/2016		Scram RB			McLennan County
Bustos, Noe	2079376808	9/12/2016		Scram CAM			Brazos County
Macinnis, Brian D	A2079362527	6/29/2016		Scram CAM			Collin County
Miller, Gary L	2079361577	2/24/2016		Scram CAM			Freestone County
Patel, Navaital B	2079376205	8/24/2016		Scram CAM			Bell County
Robb, Jonathan W	2079361944	8/13/2015		Scram CAM			Henderson County
Settle, Donald W	2079372985	5/26/2016		Scram CAM			California County
Tutt, Matthew S	2079362017	9/28/2016		Scram CAM			Collin County

Total Clients:	9
Total Indigent:	1
Total SCRAM CAM	8
Total RB	1

CAM

RB

CSCD:			Status:
Chavez, Anthony A	2079368965	8/22/2016	
Cockerham, Jack H	2079373734	9/20/2016	
Fikes, Gary D	2079369217	7/27/2016	
Lewis, Grady F	2079376481	9/1/2016	
Lungoria Jr., Guadalupe	2079350979	9/23/2016	
Matus, Keith	2079351230	3/17/2015	
Nelson, Joyce J	2079344370	11/19/2015	
Olguin, Juan L	2079369454	4/6/2016	
Polansky, Brandon A	2079339953	2/15/2016	
Sczesny, Johnna	2079349429	7/10/2015	
Sigut, Sierra N	2079354366	4/4/2016	
Stone, Amber D	2079369176	7/12/2016	
Voss, Bobby D	2079374888	7/15/2016	

CSCD:		
Anzualda, Matthew L	2079342180	5/18/2016
Baker, David W	2079373362	7/27/2016
Bewley, Timothy S	2079373532	6/9/2016
Bloom, Brandi	2079350888	1/14/2015
Callaway, Kenny M	2079367459	1/7/2016
Ceniceros, Esli U	2079330054	5/24/2016
Cooper, Edward	2079344516	8/4/2016
Cruz, Jose G	2079367782	3/16/2016
Druppal, Justin	2079375628	8/5/2016
Dunn, Patrick C	2079353858	12/11/2015
Graham, Antwuz D	2079331308	9/20/2016
Greene, Tirzah L	2079344061	4/26/2016
Hand III, James E	2079365353	7/14/2016
Harris, James B	2079365748	2/3/2016
Hernandez, Emiliano	2079354329	12/30/2015
Lindeman, Gary J	2079377598	10/3/2016
McVan, Brian J	2079359118	3/23/2016
Parsons, Louis A	2079370166	4/8/2016
Patena, Ricardo S	2079364617	1/4/2016
Perez, German	2079372935	9/2/2016
Perez, Jonathan B	2079356464	4/15/2016
Saldana, Michael C	2079351364	7/19/2016
Sanchez, Ricardo A	2079368047	1/25/2016
Studer, Richard L	2079356349	7/7/2015
Thigpen, Michael	2079343692	2/2/2015

CAM:CSCD	
Total Clients:	13

RB:CSCD	
Total Clients:	25

COB:							
Client:		Enrollment:	Status:	Extra:	Specifications:	PO Date:	LO Date:
Brown, Travis J	2079375269	7/27/2016			Scram CAM		

CAM:COB	
Total Clients:	1

Grand Total RB:	27
Grand Total SCRAM CAM:	27
Grand Total Clients:	56

Soberlink Clients:

Sheriff:

Judge Cates:

<u>Clients:</u>		<u>Enrollment:</u>	<u>Status:</u>	<u>Extra:</u>	<u>Specifications:</u>	<u>PO Date:</u>	<u>LO Date:</u>

Total Soberlink: 0

Judge Freeman:

<u>Clients:</u>		<u>Enrollment:</u>	<u>Status:</u>	<u>Extra:</u>	<u>Specifications:</u>	<u>PO Date:</u>	<u>LO Date:</u>

Total Soberlink: 0

Other Clients:

<u>Clients:</u>		<u>Enrollment:</u>	<u>Status:</u>	<u>Extra:</u>	<u>Specifications:</u>	<u>PO Date:</u>	<u>LO Date:</u>
Fiscal, Jose E	11655238	3/21/2016			McLennan		
Gomez, Pedro	2079352835	2/17/2015			McLennan		
Huerta, Alan	2079373563	6/9/2016			Travis		
Lloyd, Raymond C	8209536	3/4/2016			McLennan		
Roddy, Billy E	2079350397	6/7/2016			McLennan		
Vannatta, Trey J	2079364880	10/28/2015			McLennan		
Guerrero, Jaime	2079351786	9/19/2016			Johnson		

Total Soberlink: 7

Total CSCD: 5

Other: 2

Grand Total Clients: 7

Pre Trial Intervention Program:

GPS Clients:

SCRAM RB Clients:

Client ID #:	Enrollment:			
2079365415	11/6/2015			5/4/2017
2079371264	4/15/2016			10/15/2016
2079369485	3/1/2016			3/1/2017
2079375137	7/22/2016			7/22/2017
2079369692	3/4/2016			3/4/2017
2079368241	1/28/2016			1/28/2017
2079368394	2/2/2016			2/2/2017
2079376803	9/12/2016			6/12/2017
2079371039	4/11/2016			4/11/2017
2079365788	11/17/2015			11/17/2016
2079375763	8/10/2016		ETG Hair Testing after 6 Mont	2/10/2017
2079375282	7/27/2016			7/27/2017
2079367311	1/4/2016			1/4/2017
2079367536	1/11/2016		UA 1x a Month for 24 M	1/11/2017
2079373380	6/22/2016			12/22/2016
2079376368	8/29/2016			8/29/2017
2079368155	1/26/2016			7/26/2018
2079358881	5/28/2015			8/28/2016
2079370239	3/21/2016			3/21/2017
2079367635	1/13/2016			1/13/2017
2079370012	3/14/2016			3/14/2017
2079367392	1/6/2016			10/6/2016
2079376922	9/15/2016			6/15/2017
2079370216	3/18/2016			3/18/2017
2079366062	11/24/2015			2/24/2017
2079368702	2/10/2016			2/10/2017
2079374755	7/12/2016			1/12/2017
2079370817	4/5/2016			4/5/2017
2079365950	11/20/2015			5/20/2017
2079366575	12/10/2015			12/10/2016
2079364018	10/6/2015			10/6/2016
2079366936	12/18/2015			12/18/2016
2079371121	4/13/2016			4/13/2017
2079369305	2/25/2016			2/25/2017
2079367805	1/19/2016			1/19/2017
2079371063	4/11/2016			10/11/2016

Total Clients:	41
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2079370698	4/1/2016				4/1/2017
2079366777	12/15/2015				3/15/2017
2079371930	5/3/2016				11/3/2016
2079375328	7/28/2016				10/28/2017
2079373812	6/15/2016				6/15/2017

SCRAM CAM Clients:

Client ID #:	Enrollment:				
2079369239	4/18/2016				2/24/2017
2079368073	1/25/2016				1/25/2017
2079351353	11/7/2014				11/16/2016

Total Clients: 3

SCRAM 52/52 Clients:

Client ID #:	Enrollment:				
2079376769	9/9/2016			Scram CAM	9/9/2017
2079373156	6/1/2016			Scram RB	6/1/2017
2079370924	4/7/2016			Scram RB	4/7/2017
2079376775	9/9/2016			Scram CAM	9/9/2017
2079376949	9/15/2016			Scram CAM	9/15/2017
2079374778	7/12/2016			Scram CAM	7/12/2017
2079376362	8/29/2016			Scram CAM	8/29/2017
2079371308	4/18/2016			Scram RB	4/18/2017
2079367503	1/8/2016			Scram RB	10/8/2016
2079374654	7/8/2016			Scram CAM	7/8/2017
2079375954	8/16/2016			Scram CAM	8/16/2017
2079375576	8/4/2016			Scram CAM	8/4/2017
2079374614	7/7/2016			Scram CAM	7/7/2017
2079372166	5/9/2016			Scram RB	5/9/2017
2079374051	6/21/2016			Scram RB	6/21/2017

Total Clients: 15

Total Scram CAM: 9
Total Scram RB: 6

DP Clients:

Client ID #:	Enrollment:				
2079372449	5/16/2016			DP 1st 90 Days- Weekly	5/16/2018
2079375268	7/27/2016			DP 1st 30 Days- UA 1x M	7/28/2018
2079371817	6/10/2016			DP 1st 90 days- Random	6/10/2018
2079373948	6/17/2016			DP 1st 30 Day-	6/17/2018
2079373766	6/14/2016			DP 90 Days- Hair Testing	6/14/2018

Total Clients: 18

2079373874	6/16/2016			DP 90 days- UA 2x a Mo	6/16/2018
2079374178	6/24/2016			DP 1st 90 Days- UA Wee	6/24/2018
2079374005	6/20/2016			DP 1st 60 Days- UA 2x M	12/20/2017
2079364404	12/18/2015			DP 1st 30 days- UA/DP R	12/18/2017
2079377260	9/23/2016			DP 1st 30 Days- UA 2x a	9/23/2018
2079364500	10/19/2015			DP 6 Months- UA 2x a M	10/19/2017
2079374627	7/7/2016			DP 1st 30 Days- Subject	7/7/2018
2079374584	7/6/2016			DP 1st 30 Days- UA 1x a	10/6/2017
2079372806	7/28/2016			DP 1st 90 Days- Randorr	7/28/2018
2079375526	8/3/2016			DP 1st 30 Days- UA 2x a	8/3/2018
2079368713	2/10/2016			DP 90 days- UA 2x a Mo	2/10/2018
2079377391	9/27/2016			DP 1st 30 Days- UA 1x M	12/27/2017
2079373860	8/26/2016			DP for 60 Days- UA 2x a	6/16/2018

Hair Testing Clients:

Client ID #:	Enrollment:				
2079375763	8/10/2016			ETG Hair Testing after 6 Mont	1/10/2018
2079373766	6/14/2016			DP 90 Days- Hair Testing	6/14/2018
2079373936	8/9/2016			Hair Testing every 90 da	8/9/2018
2079358098	12/4/2015				12/4/2016

Total Clients: 4

Soberlink Clients:

Client ID #:	Enrollment:				
2079369450	2/29/2016				2/28/2017
2079372097	5/6/2016				5/6/2017

Total Clients: 2

UA Clients:

Client ID #:	Enrollment:				
2079377291	9/23/2016			Random UA	9/23/2017
2079367420	1/7/2016			1x a Month	1/7/2017
2079368623	2/8/2015			Random UA	2/8/2017
2079376490	9/1/2016			1x a Month	9/1/2017
2079372449	5/16/2016			DP 1st 90 Days- Weekly	5/16/2018
2079367853	1/20/2016			1x a Month	1/20/2017
2079357780	4/29/2015			1x a Month	10/29/2016
2079375918	9/16/2016			Random	9/16/2018
2079367814	1/19/2016			1x a Month	1/19/2017
2079368390	2/2/2016			2x a Week for 60 Days-	8/2/2017

Total Clients: 141

2079375452	8/1/2016		1x a Month	8/1/2017
2079376894	9/14/2016		1x a Month	9/14/2017
2079366716	12/14/2015		1x a Month	6/14/2017
2079374057	6/21/2016		1x a Month	12/21/2017
2079362701	9/1/2015		1x a Month	3/1/2017
2079375313	7/28/2016		1x a Month	7/28/2017
2079370497	3/28/2016		1x a Month	3/28/2017
2079371144	4/13/2016		1x a Month	10/13/2017
2079361691	8/6/2015		2x-6 Months- 1x- Remai	2/7/2017
2079366093	11/24/2015		1x a Month	11/24/2016
2079370643	3/31/2016		DP 60 days- UA 2x a Mo	3/31/2018
2079360380	7/2/2015		2x-6 Months- 1x- Remai	1/2/2017
2079372877	5/24/2016		1x a Month	5/24/2017
2079376044	8/18/2016		1x a Month	8/18/2017
2079375196	7/25/2016		1x a Month	10/25/2017
2079372622	5/18/2016		DP 1st 30 Days- Random	5/18/2018
2079351959	11/21/2014		1x a Month	11/21/2016
2079375639	8/5/2016		1x a Month	8/5/2017
2079369301	2/25/2016		1x a Month	2/25/2018
2079375740	8/9/2016		1x a Month	5/9/2017
2079369800	3/8/2016		1x a Month	3/8/2017
2079371817	6/10/2016		DP 1st 90 days- Random	6/10/2018
2079373975	6/20/2016		1x a Month	6/20/2018
2079363696	9/28/2015		1x a Month	9/28/2017
2079374458	7/1/2016		Random UA	7/1/2018
2079365023	10/30/2015		2x a Month	10/30/2016
2079367536	1/11/2016		1x a Month	1/11/2018
2079376932	9/15/2016		1x a Month	12/15/2017
2079366783	6/17/2016		DP 1st 90 days- UA 1x a	6/17/2018
2079373854	6/16/2016		1x a Month	6/16/2017
2079372970	5/26/2016		1x a Month	11/26/2017
2079373948	6/17/2016		DP 1st 30 Day-	6/17/2018
2079352456	10/19/2015		1x a Month	10/19/2017
2079369844	3/9/2016		1x a Month	3/9/2017
2079377391	9/27/2016		DP 1st 30 Days- UA 1x M	12/27/2017
2079366560	12/9/2015		1x a Month	12/9/2016
2079374178	6/24/2016		DP 1st 90 Days- UA Wee	6/24/2018
2079366727	12/14/2015		2x a Month	12/14/2017
2079367590	1/13/2016		1x a Month	1/13/2018
2079373860	8/26/2016		DP for 60 Days- UA 2x a	6/16/2018
2079376259	8/25/2016		1x a Month	8/25/2017
2079367128	12/23/2015		DP 1x - UA 1x Month Re	12/23/2017

2079358604	5/20/2015		1x a Month	5/20/2017
2079365848	11/18/2015		1x a Month	11/18/2016
2079364844	10/27/2015		2x- 6mths, 1x- 6mths	4/27/2017
2079376956	9/15/2016		1x a Month	3/15/2018
2079367793	1/19/2016		1x a Month	4/19/2017
2079357584	4/23/2015		2x a Month for 12 Mths	4/23/2017
2079357981	5/5/2015		2x a Month	5/5/2017
2079374005	6/20/2016		DP 1st 60 Days- UA 2x M	12/20/2017
2079374058	6/21/2016		Random	6/21/2017
2079377260	9/23/2016		DP 1st 30 Days- UA 2x a	9/23/2018
2079357699	1/26/2016		2x a Month	1/26/2018
2079376922	9/15/2016		1x a Month	12/14/2017
2079376839	9/13/2016		1x a Month	3/13/2018
2079366433	1/13/2016		2x a Month	1/13/2018
2079376607	9/6/2016		1 X a Month	12/9/2017
2079365807	11/17/2015		1x a Month	11/17/2016
2079367444	1/7/2016		1x a Month	1/7/2017
2079376143	8/22/2016		1x a Month	11/22/2017
2079364587	10/21/2015		2x a Month	10/21/2016
2079366047	11/23/2015		1x a Month	11/23/2017
2079352968	12/19/2014		DP-6 Months- 2x- Rema	12/19/2016
2079362958	9/8/2015		2x a Month	9/8/2017
2079371947	5/3/2016		1x a Month	5/3/2017
2079369098	2/19/2016		1x a Month	2/19/2017
2079372263	5/10/2016		1x a Month	5/10/2017
2079371856	4/29/2016		1x a Month	4/29/2017
2079370919	4/7/2016		1x a Month	4/7/2017
2079368793	2/12/2016		DP 1st 10 day- 2x a Mon	2/12/2017
2079374366	6/29/2016		1x a Month	6/29/2017
2079362777	9/2/2015		1x a Month	9/2/2017
2079374993	7/19/2016		1x a Month	7/19/2017
2079368295	1/29/2016		Random UA	1/29/2018
2079377030	9/19/2016		1x a Month	9/19/2018
2079364404	12/18/2015		DP 1st 30 days- UA/DP F	12/18/2017
2079372728	5/20/2016		Random UA	5/20/2018
2079374056	6/21/2016		1x a Month	6/21/2018
2079366651	12/11/2015		1x a Month	12/11/2016
2079376265	8/25/2016		1x a Month	2/25/2018
2079376998	9/16/2016		1x a Month	9/16/2017
2079374706	7/11/2016		1x a Month	7/11/2017
2079370991	4/8/2016		2x a Month for 90 days,	10/8/2017
2079377110	9/20/2016		Random UA	9/20/2017
2079373485	6/8/2016		1x a Month	6/8/2017
2079366305	12/2/2015		1x a Month	12/2/2016

2079377027	9/19/2016			1x a Month - Subject to	9/19/2017
2079362702	9/1/2015			1x a Month	3/1/2017
2079369236	2/24/2016			DP 90 days- UA 1x a Mo	2/24/2017
2079377169	9/21/2016			1x a Month	9/21/2017
2079359935	6/22/2015			1x a Month for 18 Mont	12/22/2016
2079370791	4/4/2016			Ua 1x a Month for 15 M	7/4/2017
2079374627	7/7/2016			DP 1st 30 Days- Subject	7/7/2018
2079370468	3/28/2016			1x a Month + 1 Random	3/28/2017
2079368476	2/4/2016			1x a Month	2/4/2017
2079364885	10/28/2015			2x a Month	1/28/2017
2079374658	7/7/2016			1x a Month	10/7/2017
2079362951	9/8/2015			1x a Month	3/8/2017
2079364580	10/21/2015			1x a Month	10/21/2016
2079377130	9/21/2016			1x a Month	3/21/2018
2079366629	12/11/2015			1x a Month	12/11/2016
2079375167	7/25/2016			1x a Month	7/25/2017
2079374374	6/29/2016			1x a Month	6/29/2017
2079372806	7/28/2016			DP 1st 90 Days- Random	7/28/2018
2079371852	4/29/2016			1x a Month	4/29/2017
2079361731	8/7/2015			2x- 6mths, 1x- 9mths	11/7/2016
2079361598	8/19/2015			DP 6 Months- UA 1x a M	11/19/2016
2079375193	7/25/2016			1x a Month	7/26/2017
2079374801	7/13/2016			1x a Month	1/13/2018
2079372823	5/23/2016			1x a Month	5/23/2017
2079371845	4/29/2016			1x a Month	4/29/2017
2079374581	7/6/2016			1X a Month	7/6/2017
2079372251	5/10/2016			1x a Month	11/10/2017
2079372744	5/20/2016			1x a Month	5/20/2018
2079361949	8/13/2015			1x a Month for 24 Mont	8/13/2017
2079374481	7/15/2016			1x a Month	7/15/2017
2079369247	2/24/2016			1x a Month	5/24/2017
2079374559	7/6/2016			Random	7/6/2017
2079376026	8/18/2016			Random UA	8/18/2017
2079377083	9/20/2016			1x a Month	9/20/2017
2079368713	2/10/2016			DP 90 days- UA 2x a Mo	2/10/2018
2079358607	5/20/2015			2x-6 Months- 1x- Remai	5/20/2017
2079367121	12/23/2015			1x a Month	12/23/2016
2079376479	9/1/2016			Random UA	9/1/2017
2079359325	6/8/2015			DP for 30 Days- UA 2x a	6/8/2017
2079373090	5/31/2016			1x a Month	5/31/2017
2079371844	4/26/2016			1x a Month	4/26/2018
2079366400	12/4/2015			1x a Month	12/4/2016
2079375029	7/20/2016			1x a Month	1/20/2018
2079377168	9/21/2016			Random	9/21/2018
2079371425	4/21/2016			DP 1st 30 Days- UA Wee	4/21/2018

Other Clients:

<u>RB</u>		
Harper, Elizabeth A	2079374426	6/30/2016
Stringer, Arthur C	2079372656	5/19/2016

Total Scram RB Client: 2

<u>Scram CAM:</u>		

Total Scram CAM Client: 0

<u>SoberLink:</u>		

<u>Drug Patch:</u>		

Total Clients: 2

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetez Gowan DEPUTY

INFORMATION ONLY:

WORK SESSION ITEMS (UNLESS OTHERWISE IDENTIFIED ABOVE, NO ACTION WILL BE TAKEN, BUT THESE MATTERS WILL BE DISCUSSED):

DISCUSSION REGARDING COUNTY PROPERTY: INCLUDING SPACE AVAILABILITY & UTILIZATION OF COUNTY BUILDINGS/LAW LIBRARY, UTILIZATION PLANNING, CONSULTANT, JOINT FACILITIES MASTER PLAN OR STUDY; TRADINGHOUSE LAKE/PARK; ADA CAPITAL IMPROVEMENTS; SURREY RIDGE ROAD, SPEEGLEVILLE ROAD, AND/OR CHAPEL ROAD; THEMIS STATUE; DISCUSSION REGARDING LINCOLN CITY ROAD FLOODING; ROOFING PROJECTS FOR VARIOUS COUNTY BUILDINGS; COUNTY OFF-SYSTEM BRIDGE REPAIR/MAINTENANCE, RELATED

On this the 4 day of October, 2016, came on for consideration the matter of *Work Session Items*: (unless otherwise identified above, no action will be taken, but these matters will be discussed): *Discussion regarding County Property*: including Space Availability & Utilization of County Buildings/Law Library, Utilization Planning, Consultant, Joint Facilities Master Plan or Study; Tradinghouse Lake/Park; ADA Capital Improvements; Surrey Ridge Road, Speegleville Road, and/or Chapel Road; Themis Statue; Discussion regarding Lincoln City Road Flooding; Roofing Projects for Various County Buildings; County Off-System Bridge Repair/Maintenance, related: Road & Bridge, Precinct 2 Off-System Maintenance Repair Report. Judge Felton updated the Court regarding the Shrine Building Renovation Study.

The Court discussed item L. 1. County Sheriff: Discussion and/or Action re: Modifications to the Structured Pay Plan.

ORDER RECESSING TO EXECUTIVE SESSION

On this the 4 day of October, 2016, at 10:24 o'clock a.m. the County Judge announced that at this time we will go into Executive Session in accordance with Section 551.074 of the Local Government Code (V.C.T.A.)

ORDER RECONVENING REGULAR SESSION

On this the 4 day of October, 2016, at 11:03 o'clock a.m. the Court reconvened in Special Session with County Judge Scott M. Felton presiding and Commissioners Kelly Snell, Lester Gibson, Will Jones, Ben Perry and the Clerk thereof being in attendance, the following proceedings were had and done to-wit:

ORDER APPROVING:

COUNTY SHERIFF:

ACTION RE: MODIFICATIONS TO THE STRUCTURED PAY PLAN

On this the 4 day of October, 2016, came on for consideration the matter of County Sheriff: Discussion and/or Action regarding Modifications to the Structured Pay Plan. After discussion, Commissioner Perry made a motion to approve the order with regards to Chapter 13 and 14 with Sheriff's Department Step Plan and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

**ORDER OF THE MCLENNAN COUNTY COMMISSIONERS COURT
AMENDING SHERIFF'S OFFICE STRUCTURED PAY PLAN**

Came on before the Commissioners Court the proposal to amend the Sheriff's Office Structured Pay Plan to provide for special tenure determination rules and more specificity as to Plan coverage. The Court finds that the amendment of the plan to provide these rules and clarification is appropriate and necessary. Therefore, BE IT ORDERED BY THE COMMISSIONERS COURT OF MCLENNAN COUNTY, TEXAS that the Sheriff's Office Structured Pay Plan is amended to add the following Sections 13 and 14:

13. Special Tenure Determination Rules.

- a) Time served as a ranked officer or investigator counts as time served as a deputy or jailer for deputy or jailer step pay, whichever is applicable. (Ex. If a corporal in the jail demotes or is re-assigned to a jailer position; his time as a corporal counts toward jailer step pay).
- b) Time served at a higher rank counts towards time served at a lower rank. (Ex. Time spent as a sergeant counts towards corporal step pay).
- c) Except as provided in (d) below, time served at a lower rank does not count towards step pay for a higher rank. (Ex. Time spent as a corporal does not count towards sergeant step pay).
- d) An equitable exception to (c) above can be made by the Sheriff *for the initial Step Pay designation (for FY starting October 1, 2016) only*, where the Sheriff believes that a past demotion or reassignment was, in retrospect: based on budgetary constraints and not performance; or unfair; or based on bad information; or excessive. FOR ALL FUTURE FISCAL YEARS subsection (c) applies WITHOUT EXCEPTION). The purpose of this exception is to assure that employees start at a fair starting step in the initiation of the plan.

14. Additional Notes.

- a) Inmate Work Crew Supervisors are covered by this Plan as jailers. However, such designation does not make them eligible for cash payment of overtime in lieu of compensatory time, and they will continue to be compensated for overtime in the form of compensatory time.
- b) McPUP Deputies are covered by this Plan as deputies.

This change is effective relating back to October 1, 2016.

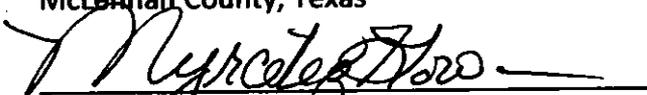
Passed this 4th day of October, 2016.



Scott M. Felton, County Judge

Attest:

J.A. "Andy" Harwell, County Clerk
McLennan County, Texas


By: County Clerk or Deputy Clerk

Sheriff's Office Structured Pay Plan

1. Introduction. The Commissioners Court has determined that a Sheriff's Office Structured Pay Plan should be established beginning in Fiscal Year 2016-2017. This is not a commitment of the Commissioners Court to fund the Plan in any future fiscal year, and the Commissioners Court reserves the absolute right to modify, amend, or terminate the Plan prospectively with or without notice. This plan only applies to commissioned peace officers, investigators, and Jailers who are regular, full-time employees who are regularly scheduled to work at least 40 hour per week. The Sheriff and Chief Deputy do not participate in this Plan. Employees who are commissioned but do not work in a position requiring a commission are not eligible to participate in this plan.

The term "Base Pay" as used herein refers to the starting pay for a position.

The term "Step-Adjusted Pay" as used herein refers to the increase in salary over the Base Pay based on steps within the position tied to tenure.

The Term "Step Plan" as used herein refers to the Chart set out below.

2. Purpose. To provide uniformity, improve recruiting and retention, and provide room for advancement within positions.

3. General Description. Steps are created within each eligible position based on tenure. Each step represents an increase in salary over the Base Pay for the position to arrive at the Step-Adjusted Pay for the *employee* in the position. This will not always result in room for advancement in a position. For example, a person who has achieved tenure that equates to the top step in a position at the date that this Structured Pay Plan is adopted will see an increase in compensation; but absent promotion will not be eligible for additional Step Pay based on additional years of service in that position. Over time, the Step Plan should result in greater room for advancement within positions; especially for entry level positions.

5. Step-Adjusted Pay is Personal. Step-Adjusted Pay is related to the employee in the position, not the position itself. Therefore, if a position is vacated, the salary for the position is set back to the Base Pay. When a new employee fills the position, his or her Step-Adjusted Pay is based on his or her tenure.

6. Tenure Measures. For employees without rank, other than investigators, tenure is simply based on their hire date. For employees with rank and investigators, tenure is based on their tenure in that rank or as an investigator. A year means a completed year based on the hire or rank/investigator date that has been or will have been completed on or before September 30th. This is a set, mandatory date because there must be a cut-off. If the year is not to be completed by September 30th, it does not count for the Step Adjusted Pay for the fiscal year starting on October 1st—even if completion is only days away.

That is, if the step is achieved after the fiscal year starts there will be no step adjustment during that fiscal year. A break in service of more than 90 days re-sets tenure for purposes of step determination.

7. Comparable Tenure. If necessary to obtain the employment of an experienced employee, comparable tenure at an outside agency may be considered by the Sheriff's Office in setting the employee's Step-Adjusted Pay. That is, the employee's step may be set at a level higher than provided for in the Step Plan if only County employment were considered. However, any such deviation should be approved by the Commissioners Court in advance. Thereafter, only County employment is considered for purposes of advancement within that position beyond that step.

8. Demotions. If an employee is demoted, his or her step level will be tied to the tenure measure applicable to the position to which he or she is demoted.

9. COLAs. Positions in the Step Plan are eligible for budgeted County-wide cost of living adjustments applied to their Step-Adjusted Pay. [The figures set forth in the Step Plan below have already incorporated the proposed 4.35% COLA for the 2016-17 fiscal year].

10. Auditor and HR Review. If the County Auditor or Human Resources Department identifies an employee who is not classified in the proper step for the position, the Sheriff's Office shall promptly correct the matter.

11. Non-Standard Situations. There are a few instances where an employee in a position is actually making more than the Step-Adjusted Pay based on their tenure. Those employees' salaries will not be reduced, but they will not receive any step adjustments until their tenure has caught up with their compensation level as measured by the Step Plan.

12. Step Plan. The Step Plan is set out in the following chart.

Deputies without Rank

Tenure (completed years)	Step	Base Pay	Step-Adjusted Pay
1	1	\$46,409.00	0
3	2	\$46,409.00	\$2,114.00=\$48,523.00
5	3	\$46,409.00	\$3,366.00=\$49,775.00
7 or more	4	\$46,409.00	\$4,358.00=\$50,767.00

Jailers without Rank

Tenure (completed years)	Step	Base Pay	Step-Adjusted Pay
1	1	\$38,293.00	0
3	2	\$38,293.00	\$1,397.00=\$39,690.00
5	3	\$38,293.00	\$3,656.00=\$41,949.00
7	4	\$38,293.00	\$5,012.00=\$43,305.00

Investigators/ Corporal LE

Tenure (completed years in investigator/corporal position)	Step	Base Pay	Step-Adjusted Pay
1	1	\$56,349.00	0
3	2	\$56,349.00	\$2,609.00=\$58,958.00
5 or more	3	\$56,349.00	\$5,218.00=\$61,567.00

Jail Corporals

Tenure (completed years in corporal rank)	Step	Base Pay	Step-Adjusted Pay
1	1	\$44,077.00	0
3	2	\$44,077.00	\$1,701.00=\$45,778.00
5 or more	3	\$44,077.00	\$3,402.00=\$47,479.00

Sergeants

Tenure (completed years in sergeant rank)	Step	Base Pay	Step-Adjusted Pay
1	1	\$63,654.00	0
3	2	\$63,654.00	\$1,147.00=\$64,801.00
5 or more	3	\$63,654.00	\$2,817.00=\$66,471.00

Lieutenants

Tenure (completed years in lieutenant rank)	Step	Base Pay	Salary-Adjusted Pay
1	1	\$68,871.00	0
3	2	\$68,871.00	\$1,044.00=\$69,915.00
5 or more	3	\$68,871.00	\$2,504.00=\$71,375.00

Captains

Tenure (completed years in captain rank)	Step	Base Pay	Salary-Adjusted Pay
1	1	\$74,089.00	0
3	2	\$74,089.00	\$2,087.00=\$76,176.00
5 or more	3	\$74,089.00	\$4,174.00=\$78,263.00

Note: The figures set forth above already incorporate the COLA for FY 2016-17.

13. Special Tenure Determination Rules.

- a) Time served as a ranked officer or investigator counts as time served as a deputy or jailer for deputy or jailer step pay, whichever is applicable. (Ex. If a corporal in the jail demotes or is re-assigned to a jailer position; his time as a corporal counts toward jailer step pay).
- b) Time served at a higher rank counts towards time served at a lower rank. (Ex. Time spent as a sergeant counts towards corporal step pay).
- c) Except as provided in (d) below, time served at a lower rank does not count towards step pay for a higher rank. (Ex. Time spent as a corporal does not count towards sergeant step pay).
- d) An equitable exception to (c) above can be made by the Sheriff *for the initial Step Pay designation (for FY starting October 1, 2016) only*, where the Sheriff believes that a past demotion or reassignment was, in retrospect: based on budgetary constraints and not performance; or unfair; or based on bad information; or excessive. FOR ALL FUTURE FISCAL YEARS subsection (c) applies WITHOUT EXCEPTION). The purpose of this exception is to assure that employees start at a fair starting step in the initiation of the plan.

FILED: OCT 04 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcelaz Gowan DEPUTY

ORDER ADJOURNING REGULAR SESSION

On this the 4 day of October, 2016, at 11:07 o'clock a.m. County Judge Scott M. Felton announced that the meeting of October 4, 2016 is adjourned.

ITEMS DEFERRED, AGENDA, OCTOBER 4, 2016

On this the 4 day of October, 2016, upon motion made, seconded and duly passed by unanimous or majority vote, it is ordered by the Court that the following Items on the Agenda for October 4, 2016, be, and the same are hereby, deferred:

G. Bids, RFP's, RFQ's Quotations for Goods and Services:

1. Authorization of Quote: BIS Digital (re: USB Audio Mixer)

H. Contracts, Interlocal Agreements, and Memorandums of Understanding; Purchase, Lease, or Acquisition of Goods, Equipment or Services, including any Financing Thereof:

1. Authorization of Interlocal Cooperation Agreements for Housing and Care of Inmates:
 - a. Freestone County
2. Regarding the McLennan County Group Health Plan:
 - a. Authorization of Administrative Services Agreement and related documents: Scott & White Health Plan
 - b. Authorization of Summary Plan Description (SPD) Administered by Scott & White

M. Additional Items (If Any) for Discussion and Potential Action:

2. Heart of Texas Housing Finance Corporation: Authorization of Board Appointment

APPROVAL OF MINUTES

The above and foregoing minutes having been read in open Court and found to be correct, the same are hereby, approved this the _____ day of _____, 2016.

**Kelly Snell,
Commissioner Precinct 1**

**Lester Gibson,
Commissioner Precinct 2**

**Will Jones,
Commissioner Precinct 3**

**Ben Perry,
Commissioner Precinct 4**

**Scott M. Felton,
County Judge**

**ATTEST: J. A. "Andy" Harwell,
McLennan County Clerk**

By _____ **Deputy County Clerk**
Myrce'tez Gowan