

NOTICE OF MEETING OF THE MCLENNAN COUNTY COMMISSIONERS COURT

NOTICE IS HEREBY GIVEN that the McLennan County Commissioners Court will conduct its regular scheduled meeting on **Tuesday, the 20th day of October, 2020 at 9:00 o'clock a.m.** and act on the items on the following agenda.

No physical meeting open to the public will be held. A temporary suspension of portions of the open meetings act to allow telephone or video conference public meetings has been granted by Governor Greg Abbott pursuant to Executive Order No. GA-08. These actions are being taken to mitigate the spread of Covid-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code.

The opportunity to view and hear the meeting as well as the process if one wishes to address the Commissioners Court is available at: <https://tx-mclennancounty.civicplus.com/1121/Commissioners-Court-Online-Meeting-Infor>

AGENDA

- A. Proof of Posting of Notice**
- B. Moment of Silence / Invocation and Pledge**
- C. Public Comments**
- D. Proclamations / Resolutions:**
- 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 Tax Abatement Agreement with Aspen Custom Trailers US Inc.
 - b. Recording of Cooperation Agreement with Burnet County (re: Housing and Care of Inmates)
 - c. Recording of Interlocal Cooperation Agreement with City of Waco (re: Litter Control Services at the City Landfill and for Law Enforcement Services)
 - d. Recording of Dental Services Addendum with Dentrust Dental Texas, PC (re: Dental Care for Inmates and Detainees)
 - e. Recording of Interlocal Cooperation Agreement with the City of Waco by and Through the Waco-McLennan County Public Health District (re: On-Site Sewage Facilities)
 - f. Recording of Amendment to Meals Services Agreement with Trinity Services Group, Inc. (re: Highway 6 Jail and Jack Harwell Detention Center)
 - g. Recording of Customer Service Agreements with UniFirst (re: Uniforms for Road & Bridge Precincts)
 - 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):**
 - a. Tax Office
 - b. Maintenance of Buildings
 - 4. Authorization / Ratification of RFP's, RFQ's, and Bids Advertisements; Publications; Public / Legal Notices**
 - 5. Travel and Education Requests:**
 - 6. Recording of Educational Certificates; Recording of Department Head Affidavits; Recording of Departmental Reports; Acceptance or Approval of Official Bonds, Conflict Statements, or Other Such Items Required to be Submitted to the Court by Public Officials:**
 - a. County Treasurer: Recording of McLennan County Investment Report, September 2020
 - b. McLennan County Children's Protective Services Board: Recording of Detailed Transaction Report, September 2020
 - c. County Auditor: Recording of Monthly Financial Report, October 2019 - August 2020
 - d. Waco-McLennan County Public Health District: Authorization of September Billing/Reports (re: On-Site Sewage Facility (O.S.S.F.) Program)
 - 7. Burn Ban Approval, Extension, or Termination**
 - 8. Authorization of McLennan County Credit Card Purchases**
- F. Budget, Budget Amendments/Transfers/Changes, Additional Revenue Certifications, Expenditure Requests:**
 - 1. Regarding FY 20 Budget:**
 - a. Law Library (Fund 170)
 - b. County Wide

c. **Authorization of Texas Association of Counties Claim Deductible Invoices:**

- 1) Regarding Invoice # NRDD-0006203
- 2) Regarding Invoice # NRDD-0006284
- 3) Regarding Invoice # NRDD-0006396
- 4) Regarding Invoice # NRDD-0006416
- 5) Regarding Invoice # NRDD-0006516
- 6) Regarding Invoice # NRDD-0006202

2. **Regarding FY 21 Budget:**

- a. Permanent Improvement Fund (Fund 401)
- b. Heart of Texas Fair
- c. 2017 Certificates of Obligation / Permanent Improvement Fund (Fund 417)
- d. Maintenance of Buildings
- e. Economic Development
- f. Health Services
- g. Road & Bridge, Precinct 3
- h. Capital Outlay
- i. 2019 Certificates of Obligation / Permanent Improvement Fund (Fund 419)
- j. County Sheriff
 - 1) Budget Amendment regarding Protective Clothing
 - 2) Authorization of Billboard Expenditure and Use of County Credit Card
- k. McLennan County Soil and Water Conservation District: Operation and Maintenance Funding Request
- l. McLennan and Hill Counties Tehuacana Creek Water Improvement District: Discussion and/or Action regarding Funding Request for Baseline Water Quality Study

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

1. Authorization of Recommendation for Bid 20-023: Rattler Hill Road - Creek Crossing Improvements
2. Authorization of Electronic Log Program Proposal with Ryhan Technology Services (re: Highway 6 Jail)
3. Ratification of Mail Ballot Activity Portal (MBAP) Proposal with VOTEC Corporation

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

1. Authorization of Industrial Business Grant Agreement with Advanced Rail Systems, LLC
2. Authorization of Sales Order Agreement and Service Agreement with CTWP (re: Copier for Auditor's Office)
3. Authorization of Monitoring / Service Agreements with LevelOne Technology, LLC:
 - a. Regarding Information Technology
 - b. Regarding Road & Bridge, Precinct 2
4. Authorization of Professional Services Agreement and related Construction Materials Testing Proposal with Langerman Foster Engineering Company (re: Rattler Hill Road Creek Crossing / Proposal No. CMT 20-148)
5. Authorization of Agreements for Legal Services to Indigent Parents Pursuant to Texas Family Code § 107.013:
 - a. Sheehy, Lovelace, & Mayfield, P.C.
 - b. Sibley, Howell & McClinton
 - c. Dunnam & Dunnam, L.L.P.
 - d. Martinez & Martinez
 - e. Smith & Bratcher, P.C.
 - f. The Law Office of M. Bryon Barnhill, P.L.L.C.
 - g. McLeod & McLeod, L.L.P.
6. Discussion and/or Action on Finalizing Internship Memorandum of Understanding with Connally Independent School District

7. Authorization of Business Associate Agreement with WorkTerra
8. Authorization of Master Service Agreement and related Documents with BKD, LLP (re: Grant Compliance Services)
- I. Waco-McLennan County Economic Development Corporation (WMCEDC): Authorization of Agreements; Consulting Services; Proposed Projects / Program Project Agreements / Amendments / Pay Applications:**
- J. Capital Improvement, Repair, Maintenance Projects and Construction Projects:**
 1. Regarding Speegleville Road Improvement Project (Bid 20-004) / Agreement with Knife River Corporation - South: Authorization of Application for Payment No. 8
- K. Real Estate, Right of Way, and Easements:**
 1. Discussion and/or Action regarding Property at the End of Red Fish Lane
- L. Grants / Grant Proposals:**
 1. Regarding the Texas Historic Courthouse Preservation Program: Recording of Architexas Invoice No. 1902.05 for Courthouse Master Plan Update
 2. Regarding the Texas Indigent Defense Commission FY 21 Formula Grant: Authorization of Submission of Grant Application and Related Resolution
 3. Regarding the Texas Department of Family and Protective Services (DFPS) Title IV-E Grant Contract No. HHS000285100008 for Legal Services: Authorization of Title IV-E Legal Assistance Claim (Quarter Ended 6/30/20)
- M. Department/Office-Specific Requests, Presentations or Items for Discussion and Possible Action (To the Extent Not Addressed Above):**
 1. Road & Bridge, Precinct 4: Authorization of Reimbursement for Damaged Vehicle Window
- N. Additional Items for Discussion and Potential Action:**
 1. Discussion and/or Action on Matters Regarding COVID-19 including but not limited to Staffing, Emergency Appropriations, Precautions and Plans, Restrictions to Prevent the Spread of COVID-19, Personnel Compensation and Benefit Matters, Health and Safety Procurements, Technology Procurements for Criminal Justice System to Allow for Operations to Continue Safely, Technology Procurements to Allow for Remote Meeting Participation, Reports on Progression of COVID-19, and related matters
 2. Regarding McLennan County Group Health Plan: Discussion and/or Action regarding Health Benefit Plan Changes/Updates; Approval of Agreements or Amendments; Changes to Benefit Options; Open Enrollment and Procedures/Systems; Designation of System of Record; Compliance Actions and Approvals; and related matters
 3. Discussion and/or Action regarding Deferring Payroll Tax Obligations
 4. Authorization of Texas Historical Commission Antiquities Permit Application Submission and Authorization of Marker Placement Request (re: Pomeroy Foundation Marker Recognizing Elisabeth Freeman)
 5. Discussion and/or Action regarding Creation of TexPool Account Group for McLennan County Bail Bond Security including Authorization of Resolution, Designation of Authorized Representatives, and related Participation Agreement
 6. Greater Waco Chamber of Commerce: Monthly Economic Development Report, September 2020
 7. Discussion and Action on Extending the COVID-19 State of Disaster and Public Health Emergency Declaration through November 30, 2020
 8. Approval of McLennan County Holiday Dates for 2021
 9. Discussion and Possible Action regarding the Burden on Employees Who Fall Within a Category "Technically" Not Covered by the Families First Coronavirus Response Act (FFCRA), but Whose Situations are Consistent in Terms of Effect on the Employee with the Categories Expressly Covered by the FFCRA. Possible Action on Temporary County Policy to Address Such Situations by Providing County Leave
 10. Authorization of County Appointee to the Emergency Preparedness Advisory Committee (EPAC)
 11. Acceptance of 0.247 Mile of Roadway in the Buster Chatham Addition, Phases 1 and 2 into the County Road System, Precinct 3
 12. Authorization of Fixed Asset Transfer Form (re: Asset Transfer from Sheriff's Office to Road & Bridge, Precinct 3)
- O. Americans with Disabilities Compliance Project:**
 1. Authorization of Professional Services Invoice: CP&Y (re: ADA Study / Report for September)
- P. McLennan County Venue Project: Authorizations for Phase I, II and/or Phase III, including but not limited to:**
 1. *Regarding the Architectural Services Agreement with Populous:* Authorization of Professional Services Invoices, Pay Applications, Schematic Design Documents; Acceptance of Reports, Updates, related matters
 - a. Authorization of Professional Services Invoice (re: August - September Services / Invoice No. 0070606)

2. *Regarding the Construction Manager at Risk Agreement with John W. Erwin General Contractor, Inc.:* Authorization of Applications and Certificates for Payment, Agreement Addendums, Design Documents; Acceptance of Reports, Updates, related matters

a. Virtual Viewing of Venue Project

Q. McLennan County Radio Tower Project / Multiple Site Expansion to Existing Simulcast Communication System:

1. Regarding the System Purchase Agreement with Motorola Solutions: Authorization of Certificate of Milestone Acceptance (re: Aviat Microwave Staging and Equipment Shipped)

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

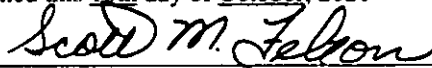
1. Discussion regarding Criminal Justice Issues: Updates on the Electronic Monitoring Program; Coordinating the McLennan County Criminal Justice System / Criminal Justice Process / Veterans & Mental Health Courts; Courthouse Security; Public Nuisance Reporting & Enforcement Process; Reintegration Programs; Updates from the Associate Judge: Jack Harwell Detention Facility, Jail Magistrations 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; Space and Office Allocations; Tradinghouse Lake/Park; Updates regarding ADA Capital Improvements; Updates regarding Road Projects including Surrey Ridge Road, Speegleville Road, and/or Chapel Road; County Off-System Bridge Repair/Maintenance, Judicial Center Feasibility Study, File Storage at Downtown Jail, Original Themis Statue, Clock / Clock Tower Project, related matters
4. Discussion regarding Rural Transit District: including Rural/Public Transportation Updates / Reports, related matter
5. Discussion regarding Vote Centers

S. 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 advice dealing with pending litigation, administrative claims or notices, and legal effects, liabilities, and legal options including but not limited to claims arising from Opioid Litigation, Civil Rights Cases, Tort Claims, or Other Pending or Threatening Litigation
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: Personnel Review / Evaluation of Commissioners Court Appointed Department Heads; Employment, Appointment, Termination, Hearing Grievances Against Employees or Public Officials; Incentive Pay; Deliberations regarding Assigning Interim Director for Maintenance of Equipment; 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

T. Adjourn

Signed this 16th day of October, 2020



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 16th day of October, 2020.

Witness my hand and seal of office at Waco, McLennan County, Texas the 16th day of October, 2020 at 11:40 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

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

By Myrcetez Gowan-Perkins,
Deputy

AGENDA: OCTOBER 20, 2020

B. Moment of Silence / Invocation and Pledge

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.

AGENDA: OCTOBER 20, 2020

C. Public Comments

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.

The Court went to Item N. 1. Discussion and/or Action on Matters Re: COVID-19 including but not limited to Staffing, Emergency Appropriations, Precautions and Plans, Restrictions to Prevent the Spread of COVID-19, Personnel Compensation and Benefit Matters, Health and Safety Procurements, Technology Procurements for Criminal Justice System to Allow for Operations to Continue Safely, Technology Procurements to Allow for Remote Meeting Participation, Reports on Progression of COVID-19, and related matters.

INFORMATION ONLY:

**DISCUSSION AND/OR ACTION ON MATTERS REGARDING COVID-19 INCLUDING
BUT NOT LIMITED TO STAFFING, EMERGENCY APPROPRIATIONS,
PRECAUTIONS AND PLANS, RESTRICTIONS TO PREVENT THE
SPREAD OF COVID-19, PERSONNEL COMPENSATION AND BENEFIT
MATTERS, HEALTH AND SAFETY PROCUREMENTS, TECHNOLOGY
PROCUREMENTS FOR CRIMINAL JUSTICE SYSTEM TO ALLOW
FOR OPERATIONS TO CONTINUE SAFELY, TECHNOLOGY
PROCUREMENTS TO ALLOW FOR REMOTE MEETING
PARTICIPATION, REPORTS ON PROGRESSION OF
COVID-19, AND RELATED MATTERS**

On this the 20 day of October, 2020, came on for consideration the matter Discussion and/or Action on Matters Regarding COVID-19 including but not limited to Staffing, Emergency Appropriations, Precautions and Plans, Restrictions to Prevent the Spread of COVID-19, Personnel Compensation and Benefit Matters, Health and Safety Procurements, Technology Procurements for Criminal Justice System to Allow for Operations to Continue Safely, Technology Procurements to Allow for Remote Meeting Participation, Reports on Progression of COVID-19, and related matters. Emergency Operations Coordinator, Ms. Elizabeth Thomas, updated the Court regarding Covid-19.

The Court went to K. Discussion and/or Action re: Property at the End of Red Fish Lane.

AGENDA: OCTOBER 20, 2020

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

1. Discussion and/or Action regarding Property at the End
of Red Fish Lane

Deferred
(See after
Item N. 1.)

9:05

ORDER DEFERRING:

**ACTION RE: PROPERTY AT THE END OF
RED FISH LANE**

On this the 20 day of October, 2020, came on for consideration the matter of Discussion and/or Action regarding Property at the End of Red Fish Lane. After discussion, Commissioner Perry made a motion to defer 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, deferred by unanimous vote.

The Court went to Item F. 2. k. Re: FY 21 Budget: McLennan County Soil and Water Conservation District: Operation and Maintenance Funding Request.

ORDER APPROVING:

MCLENNAN COUNTY SOIL AND WATER CONSERVATION
DISTRICT: OPERATION AND MAINTENANCE
FUNDING REQUEST

RE: FY 21 BUDGET

On this the 20 day of October, 2020, came on for consideration the matter Regarding FY 21 Budget: McLennan County Soil and Water Conservation District: Operation and Maintenance Funding Request. After discussion, Commissioner Snell made a motion to approve 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 Miller, 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: Vanderburg, Clete - NRCS, Robinson, TX (clete.vanderburg@usda.gov)
<clete.vanderburg@usda.gov>
Sent: Tuesday, October 13, 2020 12:58 PM
To: Dustin Chapman <dustin.chapman@co.mclennan.tx.us>
Cc: Schlemmer, John - NRCS-CD, Robinson, TX <John.Schlemmer@tx.nacdnet.net>;
zane.dunnam@co.mclennan.tx.us; luke.lammert@co.mclennan.tx.us; 'Lehr, Larry'
<Larry_Lehr@baylor.edu>
Subject: Request for NRCS and McLennan SWCD

Mr. Chapman,

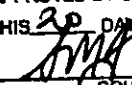
I have attached a document showing the summary of the money spent this past FY20 for O&M work on several conservation sites in the county. The total amount reflects the \$55,000 we received from the county last year and additional funds we received from the TSSWCB. The added amount and a jump in priority work on several of these sites was very beneficial.

I would like to be added on the next commissioner's court agenda to request \$50,000 for FY2021. With these funds, we can hope to achieve another big year in completing some much needed O&M work on additional sites in McLennan County.

Thanks,

Clete B. Vanderburg
District Conservationist
United States Department of Agriculture
Natural Resources Conservation Service
6109 S 135 Suite B
Robinson, TX 76706
Office Number: (254)523-3104
Mobile Number: (254)722-3153
clete.vanderburg@usda.gov
www.tx.nrcs.usda.gov

O&M FUNDING TOTALING \$50,000

APPROVED BY COMMISSIONERS COURT
THIS 20 DAY OF OCT 20 20

COUNTY JUDGE

FY 2020 Flood Prevention Dam Operation and Maintenance

| Cow Bayou Sites | Dollars |
|------------------------|---------------------|
| 8 | \$5,800.00 |
| 20 | \$4,848.00 |
| 11E | \$29,090.40 |
| 5 | \$48,597.50 |
| 12 | \$47,937.00 |
| 20 | \$12,898.65 |
| 20 | \$5,223.75 |
| 3 | \$98,555.00 |
| 25 | \$35,303.10 |
| 26 | \$15,667.00 |
| Total | \$303,920.40 |

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

By Myrcetez Gowan-Perkins,
Deputy

ORDER DEFERRING:

**ACTION RE: FUNDING REQUEST FOR BASELINE
WATER QUALITY STUDY**

**MCLENNAN AND HILL COUNTIES TEHUACANA CREEK
WATER IMPROVEMENT DISTRICT**

RE: FY 21 BUDGET

On this the 20 day of October, 2020, came on for consideration the matter Regarding FY 21 Budget: McLennan and Hill Counties Tehuacana Creek Water Improvement District: Discussion and/or Action regarding Funding Request for Baseline Water Quality Study. After discussion, Commissioner Miller 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, deferred by unanimous vote.

The Court went to Item N. 4. Authorization of Texas Historical Commission Antiquities Permit Application Submission and Authorization of Marker Placement Request (re: Pomeroy Foundation Marker Recognizing Elisabeth Freeman).

ORDER APPROVING:

**AUTHORIZATION OF TEXAS HISTORICAL COMMISSION ANTIQUITIES
PERMIT APPLICATION SUBMISSION AND AUTHORIZATION
OF MARKER PLACEMENT REQUEST (RE: POMEROY
FOUNDATION MARKER RECOGNIZING
ELISABETH FREEMAN)**

On this the 20 day of October, 2020, came on for consideration the matter of Authorization of Texas Historical Commission Antiquities Permit Application Submission and Authorization of Marker Placement Request (re: Pomeroy Foundation Marker Recognizing Elisabeth Freeman). After discussion, Commissioner Miller made a motion to approve a Marker Recognizing Elisabeth Freeman and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, 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 back to E. Consent Agenda.

AGENDA: OCTOBER 20, 2020

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 Tax Abatement Agreement with Aspen Custom Trailers US Inc. **Approved
(See after
Item N. 4.)**
 - b. Recording of Cooperation Agreement with Burnet County (re: Housing and Care of Inmates) **Approved**
 - c. Recording of Interlocal Cooperation Agreement with City of Waco (re: Litter Control Services at the City Landfill and for Law Enforcement Services) **Approved**
 - d. Recording of Dental Services Addendum with Dentrust Dental Texas, PC (re: Dental Care for Inmates and Detainees) **Approved**
 - e. Recording of Interlocal Cooperation Agreement with the City of Waco by and Through the Waco-McLennan County Public Health District (re: On-Site Sewage Facilities) **Approved**
 - f. Recording of Amendment to Meals Services Agreement with Trinity Services Group, Inc. (re: Highway 6 Jail and Jack Harwell Detention Center) **Approved**
 - g. Recording of Customer Service Agreements with UniFirst (re: Uniforms for Road & Bridge Precincts) **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):**
 - a. Tax Office **Pulled**
 - b. Maintenance of Buildings **Pulled**
4. **Authorization / Ratification of RFP's, RFQ's, and Bids Advertisements; Publications; Public / Legal Notices** **None**

- | | |
|---|--------------------------|
| 5. Travel and Education Requests: | None |
| 6. Recording of Educational Certificates; Recording of Department Head Affidavits; Recording of Departmental Reports; Acceptance or Approval of Official Bonds, Conflict Statements, or Other Such Items Required to be Submitted to the Court by Public Officials | |
| a. County Treasurer: Recording of McLennan County Investment Report, September 2020 | Approved |
| b. McLennan County Children's Protective Services Board: Recording of Detailed Transaction Report, September 2020 | Approved |
| c. County Auditor: Recording of Monthly Financial Report, October 2019 - August 2020 | Deferred |
| d. Waco-McLennan County Public Health District: Authorization of September Billing/Reports (re: On-Site Sewage Facility (O.S.S.F.) Program) | Approved |
| 7. Burn Ban Approval, Extension, or Termination | Remains in Effect |
| 8. Authorization of McLennan County Credit Card Purchases | Approved |

ORDER APPROVING CONSENT AGENDA ITEMS

On this 20 day of October, 2020, came on for consideration the matter of reviewing and approving the Consent Agenda Items. Judge Felton stated that we need to pull items E. 3. a., E. 3. b. and E. 6. c. Commissioner Perry made a motion to approve (the consent agenda items with the exemption of item E. 3. a., E. 3. b. and E. 6. c.) and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, 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 Approval of Tax Abatement Agreement between McLennan County, Texas and Aspen Custom Trailers US Inc. Approved by Order on June 16, 2020 and recorded on Page 280 of these minutes.

ACCEPTED BY COMMISSIONERS COURT
THIS 20 DAY OF OCT - 2020
[Signature]
COUNTY JUDGE

For
RECORDING

PROGRAM PROJECT AGREEMENT BETWEEN
WACO McLENNAN COUNTY ECONOMIC DEVELOPMENT CORPORATION
AND ASPEN CUSTOM TRAILERS US INC.

THIS PROGRAM PROJECT AGREEMENT (hereinafter "Agreement") is entered into by and between ASPEN CUSTOM TRAILERS US INC. (hereinafter "ASPEN") and the WACO McLENNAN COUNTY ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation (hereinafter "WMCEDC"), on the date set forth below.

RECITALS:

WHEREAS, WMCEDC is the administrator of the economic development program established by the City of Waco, Texas (hereinafter "City") and McLennan County, Texas (hereinafter "County") (collectively referred to herein as "funding entities") to provide incentives to new or expanding businesses in the City of Waco and McLennan County, Texas;

WHEREAS, in consideration of said incentives, ASPEN will make, or cause to make, significant real and personal property investments in a new trailer manufacturing facility ("Facility") to be built near 2101 Texas Central Parkway (Texas Central South Addition Block 6, Lot 12, Situated in the Carlos Ocampo Survey, Abstract No. 32) ("Land"), Waco, McLennan County, Texas and will create and retain jobs in McLennan County, Texas; and

WHEREAS, ASPEN and WMCEDC desire to enter into a Program Project Agreement.

NOW, THEREFORE, for the promises and considerations set forth herein, the parties to this Agreement agree as follows:

1. WACO McLENNAN COUNTY ECONOMIC DEVELOPMENT CORPORATION
ECONOMIC INCENTIVE COMMITMENTS

1.1 **GRANT CONTINGENT ON LANDLORD'S REAL PROPERTY INVESTMENT.** ASPEN understands and agrees that no grant funds will be provided under this Agreement until and unless the Landlord of the Facility, Timber US Inc. ("Timber US"), invests no less than \$6,865,000.00 in real property improvements at the Facility by December 31, 2021.

1.2 **GRANT CONTINGENT ON RETENTION OF JOBS AND RESIDENCY REQUIREMENTS.** ASPEN understands and agrees that job retention is a basic requirement for all new WMCEDC-eligible jobs from the time the job is created (i.e. filled for the first time) and throughout the term of this Agreement. A "WMCEDC- eligible" job ("Job") means a job that requires full-time year-round employment, provides for a minimum of forty (40) hours of work per week or eighty (80) hours of work per two weeks, provides a minimum base wage of no less than twelve dollars (\$12.00) per hour and provides health insurance benefits comparable to those provided by the City of Waco or McLennan County to their own employees. ASPEN shall retain any and all of the new Jobs described in Section 2.1.2 and Section 2.2.2 (collectively, the "Job Requirements") from the date filled through the earlier to occur of (i) December 31, 2025, or (ii) for three (3) full years after ASPEN has completed construction of Phase 1 and Phase 2 as respects the First Grant Disbursement, and for three (3) full years after ASPEN has completed

construction of Phase 3 as respects the Bonus Grant Disbursement (unless ASPEN elects not to construct Phase 3, in which case only the Jobs required under Section 2.1.2 must be retained in connection with the First Grant Disbursement and ASPEN will be deemed to have forgone eligibility for the Bonus Grant Disbursement). WMCEDC and ASPEN agree that as of the execution date of this Agreement, ASPEN has zero (0) Jobs in McLennan County. ASPEN understands and agrees that for any and all Jobs that may be created, filled, and retained under this Agreement, that at least eighty percent (80%) of the employees that fill those Jobs must reside in McLennan County and at least forty percent (40%) of the employees that fill those Jobs must reside in the City of Waco.

1.3 GRANT FUND ELIGIBILITY AND AMOUNT. Grant funds relating to the First Grant Disbursement will be eligible to be disbursed to ASPEN after ASPEN (i) certifies that Timber US has satisfied the investment requirement described in Section 1.1 as to the real property improvements, and (ii) has met the First Grant Disbursement requirements set forth below in Section 2.1.1 (a)-(d) and Section 2.1.2(a).

1.4 PAYMENT. Payment will be made within forty-five (45) days of receipt of the draw request from ASPEN for such disbursement, subject to reasonable verification of compliance with the above requirements.

2. ASPEN COMMITMENTS AND RECOVERY OF GRANT FUNDS

2.1 FIRST GRANT DISBURSEMENT (PHASE 1 AND PHASE 2) - The initial grant disbursement in the amount of \$350,000.00 (the "First Grant Disbursement") will be made to ASPEN in accordance with Section 2.1.3 below if, by the completion deadline of December 31, 2021 (the "Initial Completion Date"), ASPEN has met the following commitments:

2.1.1 Phase 1 and Phase 2 Capital Investment Commitment:

- (a) Acquisition of the Land by Timber US Inc. from the Waco Industrial Foundation; and
- (b) Construction of real property improvements with an assessed value of no less than \$6,865,000.00, including, without limitation, an approximately 58,000 sq. ft. building on the Land for manufacturing, warehouse, showroom, and office space use, with the value being determined by the McLennan County Appraisal District ("MCAD"); and
- (c) A Certificate of Occupancy has been issued for the real property improvements listed in 2.1.1 (b) above; and
- (d) Business personal property improvements with an assessed value of no less than \$1,400,000.00 have been installed at the Facility, provided that such valuation determination shall be based on invoices and payment receipts submitted by ASPEN and verified by MCAD.

2.1.2 Phase 1 and Phase 2 Employment Commitment:

- (a) ASPEN has created, filled, and retained no less than 49 new Jobs.

2.1.3 Payment. Payment of the First Grant Disbursement will be made in the form of a lump sum payment within forty-five (45) days of WMCEDC's receipt of the draw request from

ASPEN for such disbursement, subject to reasonable verification of compliance with the above requirements set forth in Section 2.1.1(a)-(d) and 2.1.2 regarding Phase 1 and Phase 2. For the avoidance of confusion, in the event ASPEN satisfies such requirements prior to the Initial Completion Date, Aspen may apply for and receive the First Grant Disbursement in advance of such Initial Completion Date.

2.2 BONUS GRANT DISBURSEMENT FOR COMPLETING PHASE 3 – A “Bonus Grant Disbursement” in an amount not to exceed \$150,000.00, will be disbursed to ASPEN in accordance with Section 2.2.3 below if, by the completion deadline of December 31, 2022 (the Phase III Completion Date”), ASPEN has met the following additional commitments:

2.2.1 Phase 3 Capital Investment Commitment:

(a) Successful completion, as reasonably determined by the WMCEDC administrator, of all of the requirements set forth in Section 2.1.1 (a)-(d) and Section 2.1.2(a) above; and

(b) Construction of additional real property improvements on the Land with an assessed value of no less than \$1,380,000.00, including, without limitation, a new 3,600 sq. ft. building for office use, and finish out of approximately 8,000 sq. ft. of the previously-constructed Facility described in Section 2.1.1(b), with the value being determined by MCAD; and

(c) A Certificate of Occupancy has been issued for the improvements listed in 2.2.1 (b) above; and

(d) Business personal property improvements with an assessed value of no less than \$1,625,000.00 have been installed at the Facility, provided that such determination shall be based on invoices and payment receipts submitted by ASPEN and verified by MCAD; and

2.2.2 Phase 3 Employment Commitment:

(a) ASPEN has created, filled, and retained at least 49 Jobs as described in Section 2.1.2 (a) above; and

(b) ASPEN has created, filled, and retained no less than 21 additional Jobs (70 in the aggregate) at the Facility.

2.2.3 Payment. Payment of the Bonus Grant Disbursement will be made in the form of a lump sum payment within forty-five (45) days of WMCEDC’s receipt of the draw request from ASPEN for such disbursement, subject to reasonable verification of compliance with the above requirements regarding Phase III. For the avoidance of confusion, in the event ASPEN satisfies such requirements prior to the Phase III Completion Date, Aspen may apply for and receive the Bonus Grant Disbursement in advance of such Phase III Completion Date.

2.3 ANNUAL CERTIFICATION OF EMPLOYMENT – On or before December 31st of each year during the term of this Agreement, ASPEN shall provide WMCEDC with an Annual Certification of Employment (“Certification of Employment”) including an employee roster showing the name and/or unique identification number, address including zip code, position, date of hire, and wage of each ASPEN employee throughout the term of the Agreement. Such Certification of Employment will be treated as confidential in accordance with applicable law,

subject to the provisions in Section 2.3.1, and will be used solely for the purpose of verifying compliance with the employment requirements described herein. Contemporaneous with the submission of a Certification of Employment, ASPEN shall also submit to WMCEDC a certification, in the form reasonably required by WMCEDC, confirming that ASPEN has met its obligations to date under this Agreement, including the employment requirements. After providing no less than seventy-two (72) hours prior written notice to ASPEN, WMCEDC shall have the right, during regular business hours at the Facility, to conduct a personnel audit of ASPEN's records that are directly relevant to confirming ASPEN's compliance with the Job Requirements and to verify the number of employees hired, their address, position, wage and employee benefits. WMCEDC agrees that it will hold and process all ASPEN employee data it receives or views pursuant to this Agreement in accordance with all applicable United States laws and regulations. If ASPEN fails or refuses to provide the above-requested information within fifteen (15) days after receipt of WMCEDC's notice, ASPEN shall be subject to Section 2.6 below. For the avoidance of confusion, ASPEN acknowledges and agrees that it must still submit an annual Certification of Employment to WMCEDC throughout the term of this Agreement.

2.3.1 Public Information Requests for information in Annual Certification of Employment. ASPEN acknowledges that the City of Waco and McLennan County are subject to the provisions of the Texas Public Information Act as set forth in Chapter 552 of the Texas Government Code. Notwithstanding Section 2.3, if a public information request is made to the City for information contained in an Annual Certification of Employment provided by ASPEN, in accordance with the Public Information Act, the City or the County will send a request to the Texas Attorney General for a decision as to whether or not such information may be withheld from disclosure and will release such information if required to do so by Texas or federal law, as interpreted by the Texas Attorney General. The City or the County will notify ASPEN that such public information request has been made so that ASPEN can send any arguments to the Texas Attorney General concerning why the information is confidential and should not be released and so that ASPEN can assert any other rights it may have under law to keep such information from being disclosed. Also, notwithstanding Section 2.3, if WMCEDC, the City or the County is required to make disclosure of information contained in a Certification of Employment provided by ASPEN pursuant to a court order, subpoena or summons, WMCEDC, the City or the County shall notify ASPEN to allow ASPEN to assert whatever exclusions or exemptions may be available to ASPEN under applicable law. ASPEN acknowledges that WMCEDC, the City and County must comply with such court order, subpoena or summons unless otherwise determined by the applicable court. The provisions of this Section 2.3.1 shall survive the termination of this Agreement.

2.4 PARTIAL COMPLIANCE WITH JOB REQUIREMENTS; RECAPTURE. ASPEN understands and agrees that no grant will be disbursed until and unless it creates and fills no less than 49 jobs, as described in Section 2.1.2., and in compliance with Section 2.3. In addition, the parties acknowledge and agree that, subject to ASPEN's compliance with the terms hereof, the First Grant Disbursement and, if applicable, the Bonus Grant Disbursement will be delivered to ASPEN prior to ASPEN's actual retention of the requisite Jobs through the earlier to occur of (i) December 31, 2025, or (ii) for three (3) full years after ASPEN has completed construction. As a result, Aspen agrees that it will be responsible for repaying a portion of the First Grant Disbursement and/or the Bonus Grant Disbursement, as applicable, to WMCEDC in the event ASPEN fails to fully comply with such employee retention requirements. To that end, if any

subsequent (after the first) annual Certification of Employment reflects that ASPEN has fallen below the required 49 jobs, but has retained at least 42 jobs (85%), ASPEN will be entitled to keep a pro-rata portion of the Grant Disbursement(s) received to date, commensurate with the job fulfillment and retention requirement set forth herein. By way of example and for purposes of illustration only, if 46 jobs are reported in the second annual Certification of Employment (being 94% of the required 49 jobs), then ASPEN would be required to repay \$7,142.00 (the per job value) multiplied by 3 jobs lost = \$21,426 divided by 3 years = \$7,142.00). Continuing with the preceding example, if the three jobs lost in year 2 are refilled in year 3 but two other jobs are lost in year 3 and only 47 jobs are reported the following year pursuant to the third annual Certification of Employment (being 96% of the required 49 jobs), then ASPEN would be required to repay \$7,142.00 (the per job value) multiplied by 2 jobs lost = \$14,284 divided by 3 years = \$4,761.33). If the number of jobs reported falls below 42, WMCEDC may terminate and recapture all grant funds in accordance with Section 2.6 below.

2.4.1 Temporary Failure to meet Job Retention; Rehiring Period. In the event that the required Jobs under Section 2.1 and optional number of Jobs, if any, created under Section 2.2, falls below 49 or 70, as applicable, in the aggregate due to normal attrition, but remains at or above at least 85% of the applicable requirement, that event will not be used as a basis for terminating this Agreement unless ASPEN does not reasonably attempt to fill the vacant positions through its normal hiring processes. ASPEN will provide documentation reasonably required by WMCEDC to verify ASPEN's reasonable attempt to fill those vacant positions. In addition, WMCEDC acknowledges and agrees that ASPEN cannot prevent its employees from pursuing other employment opportunities. In the event a Job is vacated or unfilled at any time during the term of this Agreement, whether as a result of normal attrition, employee resignation, termination or otherwise, ASPEN shall use its commercially reasonable efforts to fill the Job through its normal hiring practices. The parties acknowledge and agree that a Job will not be deemed unfilled or terminated for purposes of compliance with the Job Requirements if ASPEN hires a new employee to fill the applicable Job within three (3) months after such Job is vacated. Upon request, ASPEN will provide documentation reasonably required by WMCEDC to verify ASPEN's reasonable attempts to fill any temporarily vacant positions. For the avoidance of confusion, in the event a Job is vacated and is not filled by Aspen within three (3) months, such Job will not count towards ASPEN's satisfaction of the Job Requirements for the applicable year.

2.5 COMPLIANCE THROUGH THE END OF AGREEMENT TERM - If ASPEN satisfies its obligations under this Agreement for the periods set forth above, ASPEN shall have no obligation to repay any portion of the grant funds.

2.6 PENALTY PROVISION – If ASPEN fails to comply with any and all of its commitments and requirements as described in Section 1 and Section 2, or fails to certify its compliance with any of the terms of this Agreement, WMCEDC may cancel and/or modify this Agreement following WMCEDC'S written notice to ASPEN of ASPEN's deficiencies and ASPEN's failure to remedy such deficiencies within thirty (30) days of receipt of such notice. In the event that the WMCEDC terminates this Agreement pursuant to this Section, ASPEN shall make a repayment of all of the grant funds actually received upon sixty (60) days written demand by WMCEDC.

3. APPRAISAL DISPUTES

3.1 APPRAISAL DISPUTES: Subject to Section 3.2, ASPEN shall have the right to protest and/or contest any assessment by MCAD of personal property improvements required by this Agreement.

3.2 PERSONAL PROPERTY IMPROVEMENTS VALUATION: ASPEN agrees that after installation of the personal property improvements required under Section 2.1, ASPEN will report the fair market value of those improvements to MCAD at a valuation of not less than \$1,400,000.00, or, if ASPEN elects to complete PHASE 3 and install the personal property improvements required under Section 2.2, at a valuation of not less than \$3,025,000.00 (as applicable, the "Appraisal Dispute Value"). If during the term of this Agreement an appraisal dispute initiated by ASPEN, or an agent of ASPEN, results in the reduction of the appraised value of the personal property improvements required under Section 2.1 to an amount below \$1,400,000.00 (or \$3,025,000.00, if applicable), less depreciation, then the total amount of the grant funds shall be proportionally reduced. In that event, then within sixty (60) days written demand from WMCEDC, ASPEN shall repay the applicable portion of the WMCEDC Incentive Funds for which it is no longer eligible. This provision will remain in effect even if the appraisal dispute of the property is initiated by a subsequent third party purchaser.

4. MISCELLANEOUS

4.1 REMEDIES. Subject to the terms of this Agreement, ASPEN, WMCEDC or the City and/or County as its assignees, shall have all remedies provided by law or in equity to recover the Grant funds. Further, WMCEDC, or the City and/or County shall be entitled to recover all reasonable and necessary attorneys' fees and costs incurred in connection therewith which are incurred as a result of ASPEN's breach or other failure to comply with the terms of this Agreement.

4.2 VENUE. Texas law shall govern interpretation of this Agreement and all disputes hereunder. This Agreement is to be performed in McLennan County, Texas, and venue of any dispute between the parties shall be fixed in McLennan County, Texas.

4.3 SIGNATURE AUTHORITY. The persons executing this Agreement are authorized to sign this Agreement on behalf of the party for which they sign, and have the express power to bind the parties for which they sign.

4.4 NOTICE. Notices or correspondence under this Agreement to either party from the other may be personally delivered or sent by First Class Mail, or other reliable courier.

Notice to the **WMCEDC** shall be sent to:

WMCEDC Administrator
c/o Greater Waco Chamber of Commerce
P. O. Box 1220
Waco, Texas 76703

Notice to **ASPEN** shall be sent to:

Aspen Custom Trailers US Inc.
Attn: Phil Johnston
3914 81 Ave

Leduc, Alberta, Canada
T9E 0C3

4.5 WAIVER. No waiver by either party of any provision of this Agreement shall be effective unless in writing and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision.

4.6 ASSIGNMENT. WMCEDC may assign its rights and responsibilities under this Agreement to one or more of its funding entities. The funding entity that is assigned the rights and responsibilities under this Agreement must assume all obligations hereunder. ASPEN may not assign this Agreement without the prior written approval of WMCEDC and its funding entities, which approval shall not unreasonably be withheld.

4.7 AGREEMENT AND BINDING AUTHORITY. This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their legal representatives, receivers, executors, successors, agents and assigns.

4.8 AMENDMENTS. This Agreement can be supplemented and/or amended only by a dated written document executed by both parties.

4.9 ARTICLE AND SECTION HEADINGS. The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

4.10 PARTIAL INVALIDITY. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

4.11 SEVERABILITY. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

4.12 FORCE MAJEURE. If either Party is rendered unable, wholly or in part, by Force Majeure to perform or comply with any obligation or condition of this Agreement, upon giving written notice to the other Party as soon as practicable, such obligation or condition shall be suspended during the continuance of the inability so caused and such Party shall be relieved of any liability resulting solely from such suspension during such period. The claiming Party shall remedy the Force Majeure with all reasonable dispatch. The non-claiming Party shall not be required to perform or resume performance of its obligations to the claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean causes and events that are beyond a Party's reasonable control, including, but not limited to, embargo, riot, war, revolution, terrorism, rebellion, insurrection, fire, flood, pandemic, natural disaster, and acts of God.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Program Project Agreement is executed to be effective as of the 1st day of September, 2020.

ASPEN CUSTOM TRAILERS US INC.
a Texas corporation

By: [Signature]
Phil Johnston, President

ATTEST:
By: [Signature]

**WACO MCLENNAN COUNTY
ECONOMIC DEVELOPMENT CORPORATION**

By: [Signature]
Scott M. Felton, President

ATTEST:
By: [Signature]
William L. Clifton, Jr.

CITY OF WACO
By: [Signature]
Bradley Ford
City Manager



ATTEST:
By: [Signature]
Esmeralda Hudson
City Secretary

MCLENNAN COUNTY
By: [Signature]
Honorable Scott M. Felton
County Judge 6/14/20

ATTEST:
By: [Signature]
J. & "Andy" Harwell
County Clerk

APPROVED AS TO FORM & LEGALITY:

By: [Signature]
Jennifer Richie
City Attorney, City of Waco

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

By Myroctez Gowan-Perkins,
Deputy

Recording of Authorization of Cooperation Agreement with Burnet County (re: Housing and Care of Inmates) Approved by Order on September 15, 2020 and recorded on Page 553 of these minutes.

ACCEPTED BY COMMISSIONERS COURT
THIS 29 DAY OF Oct 2020
[Signature]
COUNTY JUDGE

For
RECORDING

STATE OF TEXAS §
 §
COUNTY OF BURNET §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN MCLENNAN COUNTY AND BURNET COUNTY
FOR JAIL SERVICES**

This Inter-local Agreement is entered into by and between BURNET County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "**BURNET**," and MCLENNAN County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "**MCLENNAN**."

WITNESSETH

WHEREAS, TEXAS GOVERNMENT CODE, Chapter 791, authorized local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, such a consolidated effort for the housing and care of certain incarcerated inmates are in each party's best interest and that of the public and this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, **BURNET** and **MCLENNAN** are local governments as defined in the TEXAS GOVERNMENT CODE, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, **BURNET** and **MCLENNAN** specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

NOW THEREFORE, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

ARTICLE I
TERM AND EFFECTIVE DATE

1. **TERM**: This Agreement shall be effective beginning **October 1, 2020** and shall be effective through **SEPTEMBER 30, 2021**.
2. **RENEWAL**: This Agreement will automatically renew each October 1, provided **MCLENNAN** certifies current fiscal funds as available for the renewal. **BURNET** shall provide sixty (60) day notice of any change to the per diem rate for detention services for subsequent terms.
3. **TERMINATION**:
 - A. This Agreement may be terminated without cause at any time at the option of either **BURNET** or **MCLENNAN** upon the giving of sixty (60) days written notice to the other party in the manner and form provided for herein. The Notice is effective if sent by either the County Judge or the Sheriff. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.
 - B. This Agreement is also subject to termination upon the occurrence of an event that renders performance hereunder by **BURNET** impracticable or impossible, such as severe damage or destruction of **BURNET**'s facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of **MCLENNAN** inmates.

ARTICLE II

DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, **BURNET** shall provide the following necessary and appropriate services for **MCLENNAN** to the maximum extent authorized by this Agreement, without regard to race, religion, color, age, sex, or national origin; to-wit:

1. **PURPOSE:** **BURNET** shall provide housing and food to inmates presented by **MCLENNAN** who meet the following minimum criteria (as determined by the **BURNET** County Sheriff or his designee):
 - A. Inmate must be at least 18 years of age;
 - B. Inmate must be of good general health; and
 - C. Inmate with serious institutional behavior history (as defined by the **BURNET** disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days will not be accepted.
2. **HOUSING AND CARE OF INMATES:** **BURNET** will confine inmates and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in this Agreement. **BURNET** will provide, as set out herein, for inmate's physical needs, retain them in safe custody, supervise them, maintain proper discipline and control, make certain inmates receive no privileges except those generally afforded other inmates and that the judgments and orders of the committing court and Board of Parole and Post- Prison Supervision are faithfully executed.
3. **MEDICAL SERVICES:** The per-day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by **BURNET** or contracted 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 **BURNET**'s facility or by other than **BURNET** facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. **MCLENNAN** shall reimburse **BURNET** the amount spent for medical services of all **MCLENNAN** inmates, other than routine medical services included in the per-day rate.
4. **OFF-SITE SERVICES:** **MCLENNAN COUNTY** Sheriff or designee shall be informed of any **MCLENNAN** inmates receiving emergency medical care, including but not limited to hospitalizations, that results in off-site services as soon as practicable after the service occurs (not more than 1 working day). **BURNET** will assist **MCLENNAN** to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. **MCLENNAN** may elect to retake and return to **MCLENNAN** physical custody of an inmate to manage costs and utilization of services unless emergency care of the inmate is required.
5. **OFF-SITE BILLING:** This Agreement provides **BURNET** with the authority to arrange for the off-site provider to bill **MCLENNAN** for the costs of hospitalization and/or medical care for any **MCLENNAN** inmate. In the event direct billing is unavailable, **MCLENNAN** shall reimburse **BURNET** in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** **MCLENNAN** agrees to provide **BURNET** with a copy of each inmate's medical, dental, and mental health record(s) for the purposes of continuity of care. **BURNET** agrees to maintain a confidential record of the health care of each inmate. **MCLENNAN** shall ensure that these records are provided no less than 24 hours prior to the inmate's arrival at the **BURNET** County Jail. A copy of each inmate's record shall be returned to **MCLENNAN** at the time each **MCLENNAN** inmate is returned.
7. **MEDICAL INVOICES:** **MCLENNAN** shall reimburse **BURNET** monthly for health care services and associated expenses for which **MCLENNAN** is responsible under this section. **BURNET** shall provide **MCLENNAN** with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from **MCLENNAN**, **BURNET** will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** **BURNET** agrees to allow periodic inspections of the facilities by **MCLENNAN** law enforcement personnel. The reports of state or federal inspections of the facilities

will be provided to **MCLENNAN** upon request.

10. **TRANSPORTATION AND OFF-SITE SECURITY:** **MCLENNAN** is solely responsible for the transportation of inmates between the **BURNET** County Jail and the **MCLENNAN** Facility. **BURNET** agrees to provide ambulance and other transportation for **MCLENNAN** inmates to and from local off-site medical facilities and will invoice **MCLENNAN** in accordance with Article 2, Section 7.
11. **COURT APPEARANCES:** **MCLENNAN** shall be responsible for the transportation of **M C L E N N A N** inmates to/from **BURNET** Jail. **MCLENNAN** will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in **MCLENNAN** County.
12. **TRANSPORTATION To TDCJ:** **MCLENNAN** is responsible for the transport of **MCLENNAN** inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE:** **BURNET** will provide guard services as requested or required by the circumstances or the law for inmates admitted or committed to an off-site medical facility at **the rate of \$40 per hour/per guard (minimum 2 guards per transport)**. **BURNET** shall provide **MCLENNAN** with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
14. **SPECIAL PROGRAMS:** The per day rate set out in this Agreement covers basic custodial care and supervision and does not include special educational, vocational or other programs provided to inmates in **BURNET**'s facilities. The parties may contract by written agreement to the provision of special programs.
15. **LOCATION AND OPERATION OF FACILITY:** **BURNET** shall provide the detention services described herein at the **BURNET** County Jail located in **BURNET**, Texas.
16. **ADMITTING AND RELEASING:** **MCLENNAN** shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the **BURNET** County Jail. **BURNET** shall be responsible for the admitting and releasing of inmates placed in **BURNET**'s facility. **BURNET** will maintain records of all such transactions in a manner agreed upon by **BURNET** and **MCLENNAN** provide such records to **MCLENNAN** upon request.
17. **RETURN OF INMATES** to **MCLENNAN**: Upon demand by **MCLENNAN**, **BURNET** will relinquish to **MCLENNAN** physical custody of any inmate. Upon request by **BURNET**, **MCLENNAN** will resume custody of any inmate so requested within two (2) calendar days, or unless a different time is agreed upon by both parties.

ARTICLE III **FINANCIAL PROVISIONS**

1. **PER DIEM RATE:** The per diem rate for detention services under this Agreement is fifty five dollars (\$55.00) per man-day, subject to Article 1, Section 2 of this Agreement. This rate covers one inmate per day. A portion of any day will count as a man-day under this agreement.
2. **BILLING PROCEDURE:** **BURNET** shall submit an itemized invoice for the services provided each month to **MCLENNAN**, in arrears. Such invoice will include a list of each of the inmates housed and the number of calendar days per inmate. Invoices will be submitted to the officer designated to receive the same on behalf of **MCLENNAN**. **MCLENNAN** will make payment to **BURNET** within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of Burnet County, Texas and will be remitted to:

BURNET COUNTY TREASURER
133 E. Jackson Street
Burnet, TX 78611

ARTICLE IV
ACCEPTANCE OF INMATES

1. **COMPLIANCE WITH LAW:** BURNET warrants that it will comply with all federal and state laws and with the requirements of the Texas Commission on Jail Standards while housing MCLENNAN inmates under this Agreement. Nothing herein will create any obligation upon BURNET to house MCLENNAN inmates where the housing of said MCLENNAN inmates will, in the opinion of BURNET Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the BURNET County 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 inmates housed at the facility. At any time that BURNET Sheriff determines that a condition exists at BURNET's facility necessitating the removal of MCLENNAN inmates, or any specified number thereof, MCLENNAN shall, upon notice by BURNET Sheriff to MCLENNAN Sheriff, immediately remove said inmates from the facility. MCLENNAN will make every effort to remove any inmate within eight (8) hours of notice from BURNET.
2. **PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE:** This is an Agreement for the confinement of inmates as described by 28 CFR 115.12. BURNET has adopted and complies with the standards of the Prison Rape Elimination Act. BURNET shall provide MCLENNAN with access for contract monitoring as described in Section 115.12 (b) to ensure that BURNET is complying with the PREA standards in the provision of services under this Agreement.
3. **ELIGIBILITY FOR INCARCERATION AT THE FACILITY:** The only inmates of MCLENNAN eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the MCLENNAN jail and pursuant to the custody assessment system in place at BURNET's facility.
4. **CLASSIFICATION:** All inmates proposed by MCLENNAN to be transferred to BURNET's facility under this Agreement must meet the eligibility requirement set forth above. BURNET reserves the right to review the inmate's 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 BURNET's facility, BURNET reserves the right to demand that MCLENNAN remove that inmate and, if possible, replace said inmate with an appropriate inmate of MCLENNAN.
5. **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** BURNET reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to BURNET facility, and MCLENNAN shall cooperate with and provide information requested regarding any inmate by BURNET Sheriff. BURNET reserves the right to refuse acceptance of any inmate of MCLENNAN. Likewise, if any MCLENNAN inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to BURNET Sheriff makes the inmate unacceptable for continued incarceration in BURNET's facility in the opinion of BURNET Sheriff, MCLENNAN will be requested to remove said inmate from BURNET's facility, and will do so, if reasonably possible, within eight (8) hours upon the request of BURNET Sheriff. Inmates may also be required to be removed from BURNET's facility when their classification changes for any purpose, including long-term medical segregation.
6. **INMATE SENTENCES:** BURNET will 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 awards/credits and discharge dates. BURNET will provide information that may be required regarding the inmates' behavior and performance; however, all such computations and record keeping will continue to be the responsibility of MCLENNAN. It will be the responsibility of MCLENNAN to notify BURNET of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. BURNET will release inmates of MCLENNAN only when such release is specifically requested in writing by MCLENNAN Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties

shall be for **BURNET** to return inmates to the **MCLENNAN** Jail shortly before the discharge date and for **MCLENNAN** to discharge the inmate from the **MCLENNAN** Jail. **MCLENNAN** accepts all responsibility for the calculations and determinations set forth above and for providing **BURNET** notice of the same, and to the extent allowed by law, shall indemnify and hold harmless **BURNET** from all liability or expenses of any kind arising there from. **MCLENNAN** is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

7. **BONDING / RELEASE:** All inmates held for **MCLENNAN** will be required to bond in **MCLENNAN** County. **MCLENNAN** County will then send **BURNET** a TTY stating that the inmate has been bonded and **MCLENNAN** will transport back to their facility for release.

ARTICLE V **MISCELLANEOUS**

1. **BINDING NATURE OF AGREEMENT:** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
2. **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: **BURNET COUNTY**
James Oakley, County Judge
220 S. Pierce St.
Burnet, Texas 78611

Copy to: Sheriff Calvin Boyd
P.O. Box 1249
Burnet, Texas 78611

To: **MCLENNAN COUNTY**
Scott M. Felton, County Judge
501 Washington Ave. Room 214
Waco, TX 76701

Copy to: Sheriff Parnell McNamara
901 Washington Ave.
Waco, TX 76701

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.

3. **AMENDMENTS:** This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioner's courts of the respective parties hereto.
4. **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. **REPRESENTATION:** Each party understands and agrees that each party, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representative of the other party.

6. **INDEPENDENT RELATIONSHIP**: Each party shall have and retain the exclusive right of control over its employees and contractors assigned to perform services under this Agreement in accordance with the applicable laws of the State of Texas. Neither party has the authority to bind nor otherwise obligate the other orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the parties.
7. **SEVERABILITY**: If any provision of this agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
8. **LIABILITY**: This agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that required by law. Each party understands and agrees that it is responsible only for the acts, errors, or omissions of its employees and contractors. This Agreement is not intended to create any cause of action for the benefit of third parties.
9. **APPROVALS**: This Agreement must be approved by the governing bodies of both parties in accordance with the Texas Inter-Local Cooperation Act.

ARTICLE VI
EXECUTION

In Testimony and Witness of which this Agreement has been executed in duplicate originals as follows:


BURNET COUNTY, TEXAS:


JAMES OAKLEY, BURNET COUNTY JUDGE
DATE: 9.8.2020

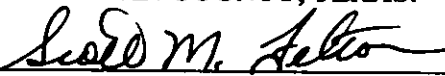
ATTEST:



JANET PARKER, COUNTY CLERK

REVIEWED:


CALVIN BOYD, BURNET COUNTY SHERIFF
DATE: _____

MCLENNAN COUNTY, TEXAS:


SCOTT M. FELTON, MCLENNAN COUNTY
JUDGE
DATE: 9/15/20


PARNELL McNAMARA, MCLENNAN
COUNTY SHERIFF
DATE: _____

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

By Myrcetez Gowan-Perkins,
Deputy

Recording of Authorization of Interlocal Cooperation Agreement with City of Waco (re: Litter Control Services at the City Landfill and for Law Enforcement Services) Approved by Order on September 15, 2020 and recorded on Page 554 of these minutes.

ACCEPTED BY COMMISSIONERS COURT
THIS 20 DAY OF DEC 2020
[Signature]
COUNTY JUDGE

FOR
RECORDING

2020-665
09-15-20

INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF WACO, TEXAS, AND MCLENNAN COUNTY, TEXAS,
FOR LITTER CONTROL SERVICES AT CITY'S LANDFILL AND FOR LAW
ENFORCEMENT SERVICES

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF McLENNAN §

WHEREAS, the City of Waco, Texas, operates a regional municipal solid waste disposal facility;

WHEREAS, the McLennan County Sheriff's Department is operating a Prisoner Utilization Program (PUP);

WHEREAS, the City of Waco with the help of McLennan County can more efficiently control windblown litter at the City of Waco Landfill through the PUP;

WHEREAS, illegal dumping is a problem that both the City of Waco, Texas, and McLennan County, Texas, must address to provide for the welfare of their respective citizens as illegal dump-sites can create both a fire and health hazard;

WHEREAS, the City of Waco, Texas, has a problem with illegal dumping that is occurring within its corporate limits, some of being done by persons residing within the City, but some being done by persons residing outside the City;

WHEREAS, the McLennan County Sheriff's Department has developed a program to address the problem of illegal dumping within McLennan County;

WHEREAS, the City of Waco and McLennan County can more efficiently and effectively address illegal dumping by combining their resources and efforts to address the problem into a single coordinated program; and

WHEREAS, the City of Waco and McLennan County have for a number of years entered into an interlocal agreement for law enforcement services and litter control services at the City of Waco Landfill and wish to continue this mutually beneficial relationship,

THEREFORE, the **CITY OF WACO** ("City"), and **MCLENNAN COUNTY** ("County"), sometimes collectively referred to as the "parties", each acting through their respective governing bodies, hereby enter into this Interlocal Agreement:

1. RECITALS

- 1.1. All the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this agreement.

2. PURPOSE

- 2.1. The Purpose of this agreement is to establish protocols, procedures, and guidelines for the law enforcement officers of McLennan County Sheriff's Office to provide inmate labor for the City of Waco landfill and to provide law enforcement services to deal with illegal dumping and illegal dump sites located within the corporate limits of the City. This agreement is executed pursuant to TEX.GOV'T.CODE Chapter 791, known as the Interlocal Cooperation Act, and TEX.LOC.GOV'T CODE, Chapter 362, entitled "Law Enforcement Services Provided Through Cooperation of Municipalities, Counties, and Certain Other Local Governments".

3. SCOPE OF SERVICES

- 3.1. PUP OFFICER: County will assign a commissioned peace officer (deputy sheriff) in the McLennan County Sheriff's Office to supervise McLennan County inmates and to investigate illegal dumpsites and illegal dumping within the corporate limits of the City. This Deputy Sheriff shall primarily focus on providing labor through the Prisoner Utilization Program (PUP) to control litter at the City of Waco landfill. The Deputy Sheriff shall be responsible for transporting inmates to and from the McLennan County jail to the City of Waco landfill. While at the landfill the Deputy Sheriff will direct and supervise McLennan County inmates focusing on the maintenance and cleanup of the landfill.

3.1.1. The McLennan County Sheriff's Office will provide inmates daily and a minimum of four (4) hours of labor per day through the PUP's.

3.1.2. The PUP's labor will normally be performed Monday through Friday. Should inclement weather prevent operations through the week or should services be needed for an event on a Saturday, arrangements may be made for Saturday labor. Labor is not required on official County holidays.

3.1.3. Should the McLennan County Sheriff's office have a problem providing sufficient inmates due to their classification, the County will provide the number of inmates available to accomplish the daily task at the landfill, with the inmate labor not exceeding eight (8) hours per day.

3.1.4. This Deputy Sheriff will also focus his efforts in dealing with illegal dumping and dumpsites within the corporate limits of the City.

3.1.5. The Deputy Sheriff shall consult with the Solid Waste Administrator in establishing enforcement priorities, but remains under the supervision and control of the McLennan County Sheriff.

- 3.2. LAW ENFORCEMENT OFFICERS: County will also assign three commissioned peace officers (deputy sheriffs) in the McLennan County Sheriff's Office to investigate illegal dump sites and illegal dumping within the corporate limits of the City. This Deputy Sheriff shall primarily focus his efforts in dealing with illegal dumping and dump sites within the corporate limits of the City. The Deputy

Sheriffs shall consult with the Solid Waste Administrator in establishing enforcement priorities, but remains under the supervision and control of the McLennan County Sheriff.

4. PARTIES RESPONSIBILITY

- 4.1. The City will be responsible for paying for and/or providing to each of the four Deputy Sheriffs:
 - 4.1.1. Office space, including a desk and chair, at the City Solid Waste office currently located on Schroeder Drive, at the landfill, at the Keep Waco Beautiful office in downtown Waco, or other location mutually agreed to by the parties.
 - 4.1.2. Camera
 - 4.1.3. Cell phone
 - 4.1.4. Computer
 - 4.1.5. Four vehicles with a combination of markings indicating County and City. Maintenance, upkeep, gas, oil, and repairs will be the responsibility of the City. The vehicles will be carried under the City's automobile liability coverage. The vehicle assigned to the Deputy Sheriff whose primary focus is on providing labor through the PUP to control litter at the City landfill will be one which can transport a minimum of 3-5 inmates. The other three vehicles will be suitable for officers doing field investigations, including investigation of illegal dump sites and daily reconnaissance of areas.
 - 4.1.6. Portable scale
 - 4.1.7. Small hand tools
 - 4.1.8. Miscellaneous supplies, such as raingear, jackets, duty gear, binoculars, traffic cones and vests, as agreed by the parties
 - 4.1.9. Training as agreed by the parties
 - 4.1.10. City ticket books
 - 4.1.11. Uniforms and equipment for the officers including vests, radios and other necessary items agreed to by the parties
- 4.2. County will be responsible for paying for and/or providing the Deputy Sheriff:
 - 4.2.1. Training required maintaining the peace officer license
 - 4.2.2. County ticket books
 - 4.2.3. Providing daily meal and drink to McLennan County inmates

5. AUTHORITY OF LAW ENFORCEMENT OFFICERS

- 5.1. The commissioned peace officers (deputy sheriff) assigned to perform the law enforcement services for the City to deal with illegal dumping and illegal dump sites under this contract shall have authority to enforce all laws as provided by the Texas Code of Criminal Procedure, Texas Health and Safety Code, and all other applicable state laws. In addition, those officers shall have authority to take enforcement action for the violation of any provision of the Waco Code of Ordinances.

- 5.2. In addition to the Deputy Sheriffs specifically assigned to perform the services under this Agreement, any other Deputy Sheriff in the McLennan County Sheriff's Office who is involved in the detection and enforcement of laws related to illegal dumping may also enforce the provisions of the Waco Code of Ordinances.
- 5.3. The enforcement of violations of provisions of the Waco Code of Ordinances shall be in the Waco Municipal Court, which has exclusive original jurisdiction over such cases.
- 5.4. Where a violation of state law that is criminal in nature occurs within the corporate limits of the City, the enforcement action shall be filed in the Waco Municipal Court if the action is one involving a fine only offense over which the Waco Municipal Court has jurisdiction. Enforcement actions for criminal violations that occur outside of the corporate limits of the City or for which the Waco Municipal Court does not have jurisdiction shall be filed in the appropriate justice of peace, county court at law, or district court.

6. TERM OF AGREEMENT

- 6.1. **Initial Term:** This Agreement will be in effect beginning October 1, 2020, and ending September 30, 2021.
- 6.2. **Renewal:** The agreement may be renewed for successive one (1) year terms, unless either the City or the County provides the other with written notice of its desire not to renew this Agreement at least sixty (60) days prior to the expiration of the Agreement term. If the County wishes to renew the Agreement subject to a change in the consideration paid by the City, the County shall provide the City with written notice of that change at least ninety (90) days prior to the expiration of the Agreement term. Unless the City notifies the County in writing of its agreement to the change in the consideration to be paid to the County at least forty-five (45) days prior to the expiration of the Agreement, this Agreement shall terminate.
- 6.3. Either party may terminate this agreement for any reason by giving the other Party ninety (90) days written notice of the intent to terminate.

7. CONSIDERATION FOR SERVICES:

- 7.1. The City shall pay to the County an amount equal to the actual salary plus benefits earned by the deputy sheriffs assigned to these two positions for the services provided under this contract. The City will only be responsible for paying the consideration during the time a deputy is actually assigned to the position(s). If the position(s) is/are vacant for any reason, nothing will be due and payable for the time the position(s) is/are vacant.
- 7.2. **PUP OFFICER:** It is agreed and understood that the City's total liability for services of the PUP Officer during Fiscal Year 2020-21 shall not exceed \$85,552.00, unless additional City funds are requested by the County and pre-approved by the City during Fiscal Year 2020-21.

LAW ENFORCEMENT OFFICERS: It is agreed and understood that the City's total liability for services of the Law Enforcement Officers during Fiscal Year 2020-21 shall not exceed \$253,384.00, for the three other Law Enforcement Officers unless additional City funds are requested by the County and pre-approved by the City during Fiscal Year 2020-21.

- 7.3. The City will be billed monthly for the actual monthly salary and benefit expense incurred by the County for both the PUP Officer and the Law Enforcement Officer positions. The City shall pay the bill within thirty (30) days of receipt. If, for some currently unforeseen reason, the actual cost of either position is projected to exceed the maximums set in 7.2 above, the County will seek approval from the City for increased City funding. If such approval is denied the County will continue to provide the positions and service hereunder until such time as the City's maximums under 7.2 above are reached.

8. BEST EFFORTS CONDITION

- 8.1. The City shall have the right to terminate at the expiration of each fiscal year during the term of this Agreement, conditioned on a best efforts attempt by the City to obtain and appropriate funds for payment of the agreement. The County acknowledges that this Agreement is a commitment of the City's current revenues only.

9. DISCRIMINATION

- 9.1. No one will, on the grounds of race, creed, color, national origin, disability, age, or gender shall be subject to discrimination in the performance of this Agreement.

10. FORCE MAJEURE

- 10.1. Neither the Party shall be deemed in violation of this Agreement if it is prevented by performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, act of God, acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage, or other circumstances for which it is not responsible or which is not within its control.

11. MISCELLANEOUS PROVISIONS

- 11.1. **Venue:** Venue for any lawsuit involving this agreement shall be in McLennan County, Texas.
- 11.2. **Choice of Law:** This Contract is governed by the laws of the State of Texas.
- 11.3. **Chapter 362, Local Gov't Code.** Chapter 362 of the *Local Government Code*, and, specifically §362.003 are incorporated by reference herein.
- 11.4. **Entire Contract:** This agreement constitutes the entire agreement between City and County, and all negotiations and all understandings between the Parties are merged herein. The terms and conditions of this agreement specifically replace and supersede any prior discussions, terms, documents, correspondence, conversations,

or other written or oral understanding not contained herein or specifically adopted by reference.

- 11.5 **Exhibits:** All exhibits described in this agreement are attached hereto and incorporated herein by reference for all purposes.
- 11.6 **Partial Invalidity:** If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 11.7 **Survival:** Any provisions which by their terms survive the termination of this agreement shall bind its legal representatives, heirs, and assigns as set forth herein.
- 11.8 **Assignment:** The Parties shall not assign, transfer, or encumber any right or interest in this agreement, in whole or in part, without prior written approval of the other Party.
- 11.9 **Notices:** Each notice to City shall be sent to the designated City Representative and each notice to County shall be sent to the designated County Representative or their designees as outlined in this Agreement. Each formal notice required by the terms of this Agreement shall be in writing and sent by facsimile, telex, courier or by registered or certified mail. Unless changed by giving notice as provided in this subsection, the designated representatives of the parties shall be:

CITY OF WACO
Charles Dowdell
City of Waco
P.O. Box 2570
Waco, Texas 76710

Telephone: (254) 750-1601
Fax: (254) 299-2609
Email: charlesd@wacotx.gov


McLENNAN COUNTY
County Judge
McLennan County
501 Washington
Waco, TX 76701

Telephone: (254) 757-5049
Fax: (254) 757-5196


- 11.10 **Benefits:** This agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their heirs, legal representative, executors, administrators, successors, and assigns.
- 11.11. **Amendments:** This agreement can be supplemented and/or amended only by a dated written document executed by both parties.
- 11.12. **Gender:** Words of any gender used in this agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- 11.13. **Multiple Copies:** This agreement may be executed in multiple counterparts each of which constitutes an original.

- 11.14. **Article and Section Headings:** The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this agreement.
- 11.15. **Misspelled Words:** Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

CITY OF WACO, TEXAS

BY: 
Bradley Ford, City Manager

APPROVED AS TO FORM & LEGALITY: Date Signed: 09-30-20


Jennifer Richie, City Attorney

APPROVED: 
Charles Dowdell, Director of Solid Waste

McLENNAN COUNTY TEXAS

BY: 
Honorable Scott M. Felton, County Judge

Date Signed: 9/15/20

ATTEST:

By: J.A "Andy" HARWELL, County Clerk
McLennan County, Texas


County Clerk/Deputy County Clerk

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

By Myrcetez Gowan-Perkins,
Deputy

Recording of Agreement for Dental Services Addendum with Dentrust Dental Texas, PC (re: Dental Care for Inmates and Detainees) Approved by Order on September 1, 2020 and recorded on Page 267 of these minutes.

ACCEPTED BY COMMISSIONERS COURT
THIS 20 DAY OF Oct 20 20
[Signature]
COUNTY JUDGE

For
RECORDING

McLennan County Purchasing Department

214 North 5th Street Waco, Texas 76701-1302

Ken Bass

Director of Purchasing



September 1, 2020

Re: Request to Renew Contract with Dentrust Dental Texas, P.C.

Commissioners Court:

We currently have a contract with Dentrust Dental Texas, P.C. for dental services at the Jail.

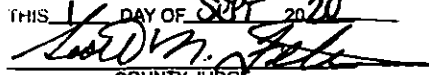
We consulted with David Ives and the Jail would like to contract with Dentrust Dental for another year. We then contacted Faye Metroke with Dentrust who provided us with a renewal contract.

Prices remain the same for another year for dental procedures. There will be an additional charge of \$31.25 per patient for personal protective equipment required due to COVID-19.

If approved, this contract will be in effect from October 1, 2020 through September 30, 2021.

We respectfully submit this request for your consideration.

Thank You,
Ken Bass

APPROVED BY COMMISSIONERS COURT
THIS 1 DAY OF SEPT 2020

COUNTY JUDGE

AGREEMENT FOR DENTAL SERVICES ADDENDUM

THIS ADDENDUM, made this 11th day of August 2020, by and between the COUNTY OF MCLENNAN, having its principal place of business at 3201 E. Highway #6, Waco, Texas 76705 (hereinafter referred to as the "COUNTY") and DENTRUST DENTAL TEXAS, P.C. having its principal place of business at 6097 Easton Road, Pipersville, PA 18947 (hereinafter referred to as "DENTRUST").

WHEREAS, the parties entered into an Agreement dated 6 August 2019, ("Original Agreement") wherein DENTRUST was retained to provide dental care for inmates and detainees at the McLennan County Correctional Facility;

WHEREAS, the Original Agreement, by its terms, is set to terminate on the 30th day of September 2020; and

WHEREAS, the parties hereto wish to extend the Agreement for an additional term upon the same terms and conditions.

NOW THEREFORE, in consideration of the terms and conditions contained herein and in the Original Agreement, the parties agree as follows:

FIRST: The term of the Agreement shall be extended for an additional one (1) year period commencing October 1, 2020 and terminating September 30, 2021, unless otherwise terminated in accordance with Paragraph "13" of the Original Agreement.

SECOND: A fee of \$31.25 for each patient receiving dental treatment will be applied to the monthly invoice. This fee is for additional personal protective equipment

(PPE) required by the Centers for Disease Control (CDC) and the American Dental Association (ADA) due to COVID-19.

THIRD: All other terms and conditions of the Original Agreement shall remain the same for the period of this renewal term.

IN WITNESS WHEREOF, the parties have executed this ADDENDUM on the date hereinabove set forth.

ATTEST

COUNTY OF MCLENNAN

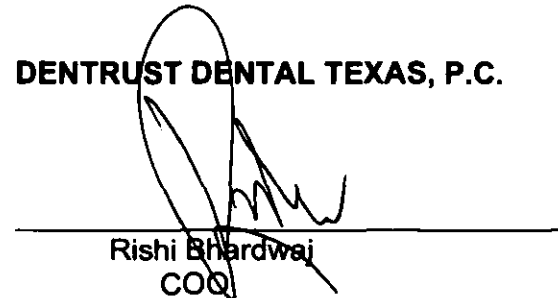


Name: Scott M. Felton
Title: County Judge

9/1/20

ATTEST

DENTRUST DENTAL TEXAS, P.C.



Rishi Bhardwaj
COO

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

By Myrcetez Gowan-Perkins,
Deputy

Recording of Authorization of Interlocal Cooperation Agreement with the City of Waco By and Through the Waco-McLennan County Public Health District (re: On-Site Sewage Facilities) Approved by Order on September 1, 2020 and recorded on Page 271 of these minutes.

ACCEPTED BY COMMISSIONERS COURT
THIS 29 DAY OF OCT 2020
[Signature]
COUNTY JUDGE

For
RECORDING

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
CITY OF WACO, TEXAS, BY AND THROUGH THE WACO-
McLENNAN COUNTY PUBLIC HEALTH DISTRICT, AND
McLENNAN COUNTY, TEXAS, REGARDING ON-SITE
SEWAGE FACILITIES**

THIS AGREEMENT is entered into and authorized pursuant to Chapter 791 of the Texas Government Code by and between the **CITY OF WACO** ("City"), acting by and through the **WACO-McLENNAN COUNTY PUBLIC HEALTH DISTRICT** ("District") which operates as a department within the City of Waco, and **McLENNAN COUNTY** ("County"), collectively referred to as the "parties."

WHEREAS, in 1979, the County first adopted rules for private sewage facilities and provided for the administration of the rules by the Waco-McLennan County Health Department, all of which was approved by the Texas Water Commission; and

WHEREAS, in 1984, the City and the County executed an agreement to reorganize and rename the Waco-McLennan County Health Department as the Waco-McLennan County Public Health District; and the County adopted new rules and regulations for the design, construction, installation, and maintenance of private sewage disposal systems, and gave the District the authority to administer the program and delegate certain duties to the City for actual performance; and

WHEREAS, in 1996, the District delegated the performance of permit issuance, inspections, and related activities to the City's Water Utilities Department; and

WHEREAS, in 1997, the County approved an Order adopting Rules of McLennan County, Texas for On-Site Sewage Facilities which included adoption of Chapter 366 of the Texas Health and Safety Code and 30 Tex. Admin. Code Ch. 285 and declared the District as the Designated Representative for administration of the Rules; and

WHEREAS, in 2000, an Order adopting Rules of McLennan County, Texas for On-Site Sewage Facilities ("OSSF") which declared the District as the Designated Representative was approved by the County, and was subsequently approved, filed, and recorded by Texas Natural Resources Conservation Commission ("TNRCC"); and

WHEREAS, in 2007, the personnel of the City's Water Utilities Department who operated the OSSF Program were transferred to the District; and

WHEREAS, in 2009, an Order adopting Rules of McLennan County, Texas for On-Site Sewage Facilities ("OSSF") which declared the District as the Designated Representative was approved by the County, and was subsequently approved, filed, and recorded by Texas Commission on Environmental Quality ("TCEQ"); and

WHEREAS, the purpose of the various Orders and rules regarding the OSSF program is to abate and prevent pollution or injury to the public health in McLennan County; and

WHEREAS, to defray the reasonable cost of administering the Rules, the District, as Designated Representative, shall require fees to be paid in accordance with the schedule established from time to time by the McLennan County Commissioners' Court; and

WHEREAS, the City, acting by and through the District, and County desire to set out the terms and conditions under which the District will operate the OSSF program, including but not limited to, outlining procedures for arriving upon a mutually agreed upon annual budget amount based upon the projected revenues and anticipated operating expenses submitted to the County by the District.

NOW, THEREFORE, in consideration of the premises, terms, and agreements herein set forth, the City of Waco and McLennan County agree as follows:

1. **Recitals.** All the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this agreement.

2. **Operation of program.** The parties mutually agree that the City, through the District, will supervise, manage, enforce, and otherwise operate the OSSF program, subject to the terms and conditions set forth in this agreement.

3. **Term of Agreement and Renewal.** The term of this agreement shall be October 1, 2020, through September 30, 2021, unless sooner terminated as provided in this agreement. Thereafter, the agreement may be renewed for additional one year periods by written agreement of the parties.

4. **Annual Budget Process.**

A. By **July 1** of each year, the City, through the District, will provide the County with a copy of its proposed operating expenses for enforcement and regulation of OSSF during the County's next fiscal year. Said notification will include a detailed breakdown of the anticipated revenues and proposed expenses by category and provide justification for all requested increases in expenditure level.

B. Not later than **July 31** of each year, the County shall notify the City, through the District, of its proposed budget for OSSF expenditures. Not later than **September 25**, the Commissioners' Court will take action on the proposed operating expenses and shall notify the City, through District, in writing within three (3) days of the approval action of the actual amount to be allocated by the Commissioners' Court in the next fiscal year's budget for reimbursement of approved OSSF expenditures that exceed revenues. The notification shall include a breakdown of any proposed or requested expenditure item(s) approved for funding in the next Fiscal Year.

C. It is agreed and understood that the County's total liability for reimbursement of OSSF "expected net expenses" during each subsequent Fiscal Year shall not exceed the total amount allocated and approved by the Commissioners' Court (as detailed in the County budget for the OSSF program applicable to that respective Fiscal Year) unless additional County funds are requested by the City and pre-approved by the Commissioners' Court during said Fiscal Year.

5. Billing Procedures, Reimbursement and Reports.

- A. With the exception of the final billing described in paragraph C below, by the 15th of each month during the Fiscal Year, the City, through the District, shall submit a bill to the County for the amount of all approved expenditures less all revenues received from the OSSF program fees during the previous month. Each monthly billing statement shall:
- (1) Contain a detailed activity report regarding the program operating during each billing period, including inspection activity and permit issuance;
 - (2) Identify all revenues received, expenses incurred, and current reimbursement amount due from the County (if applicable) for the previous month;
 - (3) Identify cumulative revenues received and cumulative expenditures incurred year to date;
 - (4) Identify the cumulative total of County funds paid to the City through District relative to the OSSF program year to date and the dollar amount of County budgeted funds remaining for the OSSF program for the remainder of the Fiscal Year.
- B. Not later than 15 days after the County receives the monthly billing statement (with the exception of the final billing described in paragraph C below), the County will reimburse the City through the District for all approved operating expenses less the amount of revenues received from the OSSF program during that billing period, if applicable.
- C. Within sixty (60) days after the close of the Fiscal Year on September 30th, a final accounting of actual net expenses for the Fiscal Year shall be finalized by the City and submitted to the County. If applicable, the County shall remit the payment due, as per said final billing, within fifteen (15) days of receipt of such billing, after which the Fiscal Year shall be deemed closed, with no additional liability accruing to the County for accounting adjustments or errors after the date of such receipt for that Fiscal Year.
- D. If funds collected as fees exceed expenses, excess funds will be paid to the County at the end of a Fiscal Year, if requested by the County. If payment is not requested, the funds will be carried over to the next Fiscal Year to support the OSSF program.

6. Termination. Either party may terminate this agreement for any reason or for no reason upon thirty (30) days' written notice to the other party, respectively. The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the parties under this agreement, except the County shall remain liable and responsible for timely reimbursement to the City for all operating expenses less the amount of revenues received from the OSSF program incurred before the date of termination.

7. Notice. Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery to the office of the individual designated below, or by certified mail, return receipt requested.

COUNTY

Honorable Scott M. Felton
County Judge
McLennan County
501 Washington Ave., Room 214
Waco, TX 76701
Tel: 254-757-5049

CITY OF WACO / HEALTH DISTRICT

Deidra Emerson
Asst. City Manager
Waco-McLennan County Public Health District
225 West Waco Drive
Waco, Texas 76707
Tel: 254-750-5486

8. Entire agreement. This agreement constitutes the entire agreement between the City (through the District) and the County, and all negotiations and all understandings between the parties are merged herein.

9. Amendments. This agreement can be supplemented and/or amended only by a dated written document executed by both the City and the County.

10. Venue. The obligations and undertakings of each of the parties to this agreement shall be performable at Waco, McLennan County, Texas.

11. Choice of Law. This agreement is governed by the laws of the State of Texas.

12. Authorization. The City and the County agree that their respective governing bodies have authorized the execution of this agreement and such execution is correct and proper in all respects.

13. Severability. In the event any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

14. Available Funds. All obligations accepted by the parties hereto will be paid from current funds available to the paying party in accordance with §791.011(d)(3), Texas Government Code.

15. Successors and Assigns. Successors of both parties are bound by the contract and neither party can assign or transfer its interests without the other party's consent.

16. Personnel. The City is responsible for hiring and supervising employees and workers engaged in enforcing and regulating the OSSF program through the District, which is a department of the City.

17. No financial interests allowed. No District Board member or City Council member, City employee, County officer, or County employee with responsibility over the review or approval or the enforcement or regulation of the OSSF program is allowed to have any personal financial interest in the OSSF program or this agreement. No Congress members or County Officials can have any personal interest in the contract.

18. Federal/State Grants. If federal or state grant funds are involved in the OSSF program, then all grant conditions must be complied with by the party or parties who are recipients of such funds or are otherwise responsible under such grant or grants.

19. Future funding. Notwithstanding any other provision of this agreement, the parties agree that City of Waco (through the District) and/or County obligations for payment under this agreement are contingent upon approval of funding by the respective governing bodies of each party hereto.

20. Multiple Copies. This agreement is to be executed in multiple counterparts, each of which constitutes an original.

CITY OF WACO, TEXAS



By: Deidra Emerson
Deidra Emerson, Assistant City Manager

Date Signed: September 18, 2020

ATTEST:

Esmeralda Hudson
Esmeralda Hudson, City Secretary

APPROVED AS TO FORM AND LEGALITY:

John T. Patten
Jennifer Richie, City Attorney

McLENNAN COUNTY, TEXAS

By: Scott M. Felton
Honorable Scott M. Felton, County Judge

Date Signed: SEPTEMBER 1, 2020

ATTEST:

By: J.A. "Andy" HARWELL, County Clerk
McLennan County, Texas

Myrcetez Gowan-Perkins
County Clerk/Deputy County Clerk

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

By Myrcetez Gowan-Perkins,
Deputy

Recording of Authorization of Amendment to Meals Services Agreement with Trinity Services, Group, Inc. (re: Highway 6 Jail and Jack Harwell Detention Center) Approved by Order on September 15, 2020 and recorded on Page 551 of these minutes.

ACCEPTED BY COMMISSIONERS COURT
THIS 20 DAY OF Oct 20 20
[Signature]
COUNTY JUDGE

For
RECORDING

AMENDMENT TO MEALS SERVICE AGREEMENT

THIS AMENDMENT to the Meals Service Agreement is made by and between McLennan County, TX ("Client"), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity"). The Client and Trinity are referred to herein jointly as the Parties.

WHEREAS, the Parties entered into a Meals Service Agreement effective October 1, 2018 ("Agreement") whereby Trinity was engaged by the Client to provide meals services at the McLennan County Highway 6 Jail located at 3201 Highway 6 East, Waco, Texas; and

WHEREAS, as of October 1, 2019, Client began operating the Jack Harwell Detention Center and the Parties elected to place both facilities under the Agreement; and

WHEREAS, the Client now desires to renew the Agreement for one (1) additional year at the meal prices attached hereto in Exhibit A which are adjusted based upon the average increase of the Consumer Price Index, U.S. Cities Average, Food Away From Home data over the period from July 2019 through June 2020 which is equal to 3.1%.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. The Parties agree to extend the Agreement for one (1) additional year through September 30, 2021.
2. Exhibit "A" of the Agreement is hereby deleted and in lieu thereof, replaced with the Revised Exhibit "A" which is attached hereto and incorporated herein and which constitutes the single meal pricing scale for both the McLennan County Highway 6 Jail and Jack Harwell Detention Center and includes pricing for special categories of meals.
3. Except as expressly stated herein, the terms and conditions of the Agreement, as previously amended, will remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals effective the last date signed below.

McLennan County, TX

By: Scott M. Felton

Printed Name: Scott M. Felton

Title: County Judge

Date: 9/15/20

Trinity Services Group, Inc.

By: David M. Miller

Printed Name: David M. Miller

Title: Chief Operating Officer

Date: 9/29/20

Attest:

Myranda H. Brown-Perkins
County Clerk or assigned Deputy Clerk

REVISED EXHIBIT "A"

MEAL PRICE SCALE

MCLENNAN COUNTY HIGHWAY 6 JAIL AND JACK HARWELL DETENTION CENTER

| <u>Inmate Population</u> | <u>Price Per Meal</u> |
|--------------------------|---------------------------------|
| <u>From - To</u> | <u>Without Trinity Take Out</u> |
| 800 – 849 | \$1.289 |
| 850 – 899 | \$1.249 |
| 900 – 949 | \$1.212 |
| 950 – 999 | \$1.180 |
| 1,000 – 1,049 | \$1.153 |
| 1,050 – 1,099 | \$1.127 |
| 1,100 – 1,149 | \$1.103 |
| 1,150 – 1,199 | \$1.082 |
| 1,200 – 1,249 | \$1.062 |
| 1,250 – 1,299 | \$1.044 |
| 1,300 – 1,349 | \$1.031 |
| 1,350 – 1,399 | \$1.015 |
| 1,400 – 1,449 | \$1.002 |
| 1,450 – 1,499 | \$0.990 |
| 1,500 – 1,549 | \$0.979 |
| 1,550 – 1,599 | \$0.968 |
| 1,600 – 1,649 | \$0.959 |
| 1,650 – 1,699 | \$0.951 |
| 1,700 – 1,749 | \$0.942 |
| 1,750 – 1,799 | \$0.933 |
| 1,800 and above | \$0.927 |

Trustee Meals – \$1.041

Staff Meals – \$1.083

PUP Sack Meals – \$1.041

Special/Religious Meals – \$1.237

Booking (Jonnie) Sacks – \$1.021

Medical Snacks - \$0.412

The scale price point for each monthly invoice is determined by dividing the total number of inmate meals served in both the McLennan County Highway 6 Jail and Jack Harwell Detention Center during the billing period by the total number of meal periods (3 per day) during the billing period. Two price per meal scales are incorporated herein to address pricing with and without Trinity's Take Out service being implemented at both the McLennan County Highway 6 Jail and the Jack Harwell Detention Center.



Databases, Tables & Calculators by Subject

Change Output Options:

From: 2016 ▼ To: 2020 ▼

☐ include graphs ☐ include annual averages[More Formatting Options](#) ➡

Data extracted on: July 14, 2020 (9:36:30 AM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUUR0000SEFV

Not Seasonally Adjusted

Series Title: Food away from home in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: Food away from home

Base Period: 1982-84=100

Download: [CSV](#) [Excel](#)

| Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | HALF1 | HALF2 |
|------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 2016 | 259.958 | 260.319 | 260.883 | 261.517 | 262.074 | 262.529 | 263.051 | 263.649 | 264.102 | 264.459 | 264.699 | 265.104 | 261.213 | 264.177 |
| 2017 | 266.079 | 266.626 | 267.055 | 267.652 | 268.128 | 268.225 | 268.649 | 269.522 | 270.353 | 270.658 | 271.152 | 271.811 | 267.294 | 270.358 |
| 2018 | 272.772 | 273.435 | 273.733 | 274.393 | 275.307 | 275.808 | 276.125 | 276.648 | 277.258 | 277.513 | 278.306 | 279.419 | 274.241 | 277.545 |
| 2019 | 280.380 | 281.373 | 281.887 | 282.798 | 283.394 | 284.316 | 284.891 | 285.507 | 286.246 | 286.791 | 287.255 | 288.078 | 282.358 | 286.461 |
| 2020 | 289.137 | 289.781 | 290.216 | 290.639 | 291.709 | 293.219 | | | | | | | 290.784 | |

12-Month Percent Change

Series Id: CUUR0000SEFV

Not Seasonally Adjusted

Series Title: Food away from home in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: Food away from home

Base Period: 1982-84=100

Download: [CSV](#) [Excel](#)

| Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | HALF1 | HALF2 |
|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|-------|
| 2016 | 2.7 | 2.6 | 2.7 | 2.7 | 2.6 | 2.6 | 2.8 | 2.8 | 2.4 | 2.4 | 2.3 | 2.3 | 2.7 | 2.5 |
| 2017 | 2.4 | 2.4 | 2.4 | 2.3 | 2.3 | 2.2 | 2.1 | 2.2 | 2.4 | 2.3 | 2.4 | 2.5 | 2.3 | 2.3 |
| 2018 | 2.3 | 2.6 | 2.5 | 2.5 | 2.7 | 2.8 | 2.8 | 2.6 | 2.6 | 2.5 | 2.6 | 2.8 | 2.6 | 2.7 |
| 2019 | 2.8 | 2.9 | 3.0 | 3.1 | 2.9 | 3.1 | 3.2 | 3.2 | 3.2 | 3.3 | 3.2 | 3.1 | 3.0 | 3.2 |
| 2020 | 3.1 | 3.0 | 3.0 | 2.8 | 2.9 | 3.1 | | | | | | | 3.0 | |

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone: 1-202-691-5200 Federal Relay Service: 1-800-877-8339 www.bls.gov [Contact Us](#)J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

By Myrcetez Gowan-Perkins,
Deputy

Recording of Authorization of Customer Service Agreements with UniFirst (re: Uniforms for Road & Bridge Precincts) Approved by Order on October 6, 2020 and recorded on Page 301 of these minutes.

ACCEPTED BY COMMISSIONERS COURT
THIS 20 DAY OF DEC 2020
[Signature]
COUNTY JUDGE

For
Recording

SIC/NAICS 9211/921110

| MERCHANDISE SERVICED | | | | | | | | |
|----------------------------------|---|----------------------|---|------------------------------------|-------------------------------|--|-----------------------|---------------------|
| ITEM DESCRIPTION | LOST/ DAMAGED REPLACEMENT CHARGE | SERVICE FREQUENCY | NO. OF PERSONS/ ISSUE PER PERSON | TOTAL NO. OF CHANGES/ PIECES | PRICE PER CHANGE/ PIECE | STANDARD/ NON- STANDARD ¹ | TOTAL FULL SERVICE | TOTAL VALU-LEASE |
| 3 X 5 Great Imp Mat 2.0 76GA | \$ 68.78 | EW | 3/6 | 3/6 | \$ 1.20 | S | | |
| 18 X 18 Red Wiper Bagged 8023-10 | \$ 0.26 | EW | 75/150 | 75/150 | \$ 0.05 | S | | |
| Long Sleeve MIMIX Shirts 08MX | \$ 27.47 | EW | 11 | 11 | \$ 0.39 | S | | |
| Short Sleeve MIMIX Shirts 06MX | \$ 24.65 | EW | 11 | 11 | \$ 0.35 | S | | |
| UniFirst Classic Fit Jean 1091 | \$ 20.40 | EW | 11 | 11 | \$ 0.25 | S | | |
| Unifirst Relaxed Fit Jean 10HD | \$ 24.13 | EW | 11 | 11 | \$ 0.29 | S | | |
| 4 X 6 Great Imp Mat 2.0 76GB | \$ 105.41 | EW | 1/2 | 1/2 | \$ 1.92 | S | | |
| T - Cell Fragrance | N/A | | 2/4 | 2/4 | \$ 1.06 | S | | |
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Minimum weekly charge applies, equal to 75% of the initial weekly install value.

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

| OTHER CHARGES | | AMOUNT |
|-------------------------------|------------------------|--------------|
| Garment preparation per piece | | \$ 0.75 Each |
| Name emblem per piece | | \$ 0.45 Each |
| Company emblem per piece | | \$ 1.50 Each |
| Direct Embroidery: | Wearer name per piece | |
| | Company name per piece | |
| | | |
| | | |

| OTHER CHARGES | AMOUNT |
|--|----------------|
| Non-stock sizes per piece | \$ 2.65 each |
| Special cuts per piece | \$ 2.65 each |
| Restock/Exchange per piece | |
| Automatic Wiper Replacement | Y 2% @ \$ 0.26 |
| Automatic Linen Replacement | |
| DEFE (See description on reverse side) | \$ 3.50 |
| | |

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge ☒

COMMENTS

Source Well PV 5 Year agreement

Price lock for 1 year. Max Price increase of 3% per year thereafter. Customer has the right to exit agreement with 90 day notice if County will not fund the uniform program @ yearly budget meeting.

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.⁴

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization - including logos or brand identities - that has been requested.

SALES REP: Mike Moore

10/01/2020

SALES REPRESENTATIVE NAME:

DATE _____

ACCEPTED⁸:

LOCATION MANAGER (Signature)

9
DATE

LOCATION MANAGER (Print Name and Title)

ACCEPTED:

CUSTOMER (Signature)

SCOTT (H. KEL)
CUSTOMER (Print Name and Title)

EMAIL

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.

² Merchandise which is Val-U-Leased is not cleaned by UniFirst.

² Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.

⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.

* This Agreement is effective only upon acceptance by Unifirst Location Manager.

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of, and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date. ~~This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 60 days prior to the next expiration date.~~

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID CUUO0000SAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. ~~Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement.~~ *McLennan County is tax exempt. As*

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") Merchandise supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/SEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging¹ is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process.

¹ Poly-bag services incur additional charges.

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by ~~McLennan County law~~ (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the ~~city of the state where Customer has its principal place of business (or some other location mutually agreed)~~ pursuant to the Commercial Arbitration Rules of the American Arbitration Association, and governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement, or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement; provided that such assumption shall not relieve Customer of its liabilities hereunder; and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

ACCEPTED. Customer Signature *[Signature]*

Date *10/9/20*

(I have read and agree to all of the above Terms.)

may be renewed by mutual agreement of both parties. As

- on due to Non-Application as per attached. As

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McLennan County

McLennan County Purchasing Department

214 North 5th Street Waco, Texas 76701-1302

Ken Bass

Director of Purchasing



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PAGE 2 OF 2
CUSTOMER SERVICE AGREEMENT TERMS

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PERFORMANCE GUARANTEE. UniFirst GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly agrees to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date. ~~This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.~~

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUOQOOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

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F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") Merchandise supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/SEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process.

(Poly-bag services incur additional charges)

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

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Mediana County As

McLennan County Purchasing Department

214 North 5th Street Waco, Texas 76701-1302

Ken Bass

Director of Purchasing



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Date _____

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McHenry County, IL

10/9/20

McLennan County Purchasing Department

214 North 5th Street Waco, Texas 76701-1302

Ken Bass

Director of Purchasing



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PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly reserves the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services. (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of, and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date. ~~This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.~~

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUU00000SAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. ~~Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement.~~ *McLennan County is tax exempt.*

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") Merchandise supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process.

(* Poly-bag services incur additional charges)

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by ~~Massachusetts law~~ (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the ~~city of the state where Customer has its principal place of business (or some other location mutually agreed)~~ pursuant to the Commercial Arbitration Rules of the American Arbitration Association, and, governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof, and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement, or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement, provided that such assumption shall not relieve Customer of its liabilities hereunder, and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

ACCEPTED. Customer Signature *[Signature]* Date *10/9/20* (I have read and agree to all of the above Terms.)

May be removed by mutual agreement of both parties. DO

as per attached. DO

only with Customer's consent. DO

McLennan County

McLennan County Purchasing Department

214 North 5th Street Waco, Texas 76701-1302

Ken Bass

Director of Purchasing



FUNDING OUT CLAUSE: This agreement may be terminated by the County without notice and without penalty or liability in the event that (1) the County lacks sufficient funds for this agreement; (2) funds for this agreement are not appropriated by the Commissioner's Court of the County; and (3) funds for this agreement that are or were to be provided by grant or through an outside service are withheld, denied or are otherwise not available to the County.

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

By Myroctez Gowan-Perkins,
Deputy

ORDER APPROVING PAYMENT OF FINANCIAL OBLIGATIONS
AND AUTHORIZING THE COUNTY TREASURER TO PAY
COUNTY CHECKS OCTOBER 19, 2020

On this the 20 day of October, 2020, came on for consideration the matter of approving payment of Financial Obligations and authorizing the County Treasurer to pay County Checks for October 19, 2020. Commissioner Perry made a motion to approve and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, 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 |
|-----------------------------|--------------------|--------------------------|
| 10-19-20 | 870 | \$1,780,232.02 |
| E101920 | 267 | \$62,240.80 |
| | | |
| | | |
| | | |
| | | |
| GRAND TOTAL | 1137 | \$1,842,472.82 |
| | | |

Approved and ordered by the McLennan County Commissioners Court

on this the 20 day of OCTOBER, 2020

Severin. J. J.
County Judge

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

By Myrcetez Gowan-Perkins,
Deputy

ORDER ACCEPTING:

**RECORDING OF MCLENNAN COUNTY INVESTMENT
REPORT, SEPTEMBER 2020:**

COUNTY TREASURER

On this the 20 day of October, 2020, came on for consideration the matter County Treasurer: Recording of McLennan County Investment Report, September 2020. Commissioner Perry made a motion to approve and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Recording be, and the same is hereby, accepted by unanimous vote.

Total Book Value Weighted Average Maturity (Days): 46 Days
 EOM Book Value of Investments With Maturity Dates Beyond 730 days (2 Years): \$0.00
 EOM Book Value of Investments With Maturity Dates Beyond 11/30/2020: \$36,003,334.03

Maturity Date Totals By Year

| 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|------------------|-----------------|--------|--------|--------|--------|
| \$103,762,453.17 | \$30,564,129.13 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

ACCEPTED BY COMMISSIONERS COURT
 THIS 20 DAY OF Oct 2022
[Signature]
 COUNTY JUDGE

McLennan County
 Investments Detail
 9/30/2020

Collateralized Certificates of Deposit

End of Month Average Rate of Return: 1.19%

| Description: | Fund: | Last New/Renew Date: | Maturity Date: | Date Liquidated: | Interest Pays: | Interest Rate: | Previous EOM Book Value: | Int Paid Current Month: | Net Earnings Current Month: | EOM Principal Balance: | EOM Accrued Interest: | EOM Book Value: | Next Int Pmt Due: |
|---|-------------|----------------------|----------------|------------------|----------------|----------------|--------------------------|-------------------------|-----------------------------|------------------------|-----------------------|-----------------|-------------------|
| | | | | | | | | | | | | | |
| Central National XXXX193 | Pooled Cash | 4/30/2020 | 10/30/2020 | | Maturity | 0.65% | \$2,712,825.10 | \$0.00 | \$1,446.15 | \$2,706,895.89 | \$7,375.36 | \$2,714,271.25 | 10/30/2020 |
| Central National XXXX177 | Pooled Cash | 12/16/2019 | 12/16/2020 | | Quarterly | 1.59% | \$5,432,116.13 | \$21,698.30 | \$7,088.77 | \$5,435,889.75 | \$3,315.15 | \$5,439,204.90 | 12/16/2020 |
| Central National XXXX072 | Pooled Cash | 7/5/2020 | 1/6/2021 | | Maturity | 0.65% | \$2,118,332.78 | \$0.00 | \$1,130.56 | \$2,116,184.71 | \$3,278.64 | \$2,119,463.35 | 1/6/2021 |
| Central National XXXX479 | Pooled Cash | 7/20/2020 | 1/20/2021 | | Quarterly | 0.55% | \$4,362,787.16 | \$0.00 | \$1,970.97 | \$4,360,027.80 | \$4,730.33 | \$4,364,758.13 | 10/20/2020 |
| The First National Bank of McGregor XXXX-XXXX42 | Pooled Cash | 8/28/2020 | 2/28/2021 | | Quarterly | 0.65% | \$7,100,379.32 | \$0.00 | \$3,793.15 | \$7,100,000.00 | \$4,172.47 | \$7,104,172.47 | 11/28/2020 |
| The First National Bank of McGregor XXXX-XXXX77 | Pooled Cash | 3/11/2020 | 3/11/2021 | | Quarterly | 1.40% | \$10,066,465.80 | \$35,412.19 | \$11,573.26 | \$10,070,699.86 | \$7,339.20 | \$10,078,039.06 | 12/11/2020 |
| Central National XXXX8799 | Pooled Cash | 4/30/2019 | 4/30/2021 | | Quarterly | 2.35% | \$2,682,922.40 | \$0.00 | \$5,171.43 | \$2,677,406.21 | \$10,687.62 | \$2,688,093.83 | 10/30/2020 |
| Central National XXXX071 | Pooled Cash | 10/31/2019 | 10/31/2021 | | Quarterly | 1.60% | \$4,204,081.39 | \$0.00 | \$5,520.91 | \$4,198,192.42 | \$11,409.88 | \$4,209,602.30 | 10/30/2020 |
| CD Totals: | | | | | | | | | | \$38,679,910.08 | \$57,110.49 | \$37,695.20 | \$38,665,296.64 |
| | | | | | | | | | | | \$52,308.64 | | \$38,717,605.28 |

McLennan County
Investments Detail
9/30/2020

Investment Pools, Money Market Mutual Funds, & Collateralized Savings Accounts

End of Month Average Rate of Return: 0.33%

| Description: | Account Type: | Fund: | Date Liquidated: | Interest Rate: | Average Monthly Balance: | Beginning Principal: | Monthly Interest Paid: | Deposits: | Withdrawals: | Ending Book Value: |
|-----------------------------------|------------------------------------|-------------------------|------------------|----------------|--------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| TexPool Acct# 449XXXXXXX4 | Investment Pool (US Govt/Agencies) | 2017 GOB | | 0.1500% | \$4,999,997.55 | \$5,164,253.80 | \$607.29 | \$0.00 | \$2,464,147.36 | \$2,700,713.73 |
| Texas Class Acct# XX-XX-XXXX-4002 | Investment Pool (US Govt/Agencies) | 2018 Venue Construction | | 0.1400% | \$15,433,028.06 | \$15,541,589.26 | \$1,802.45 | \$0.00 | \$3,286,611.75 | \$12,256,779.96 |
| TexPool Acct# 449-XXXXXXX5 | Investment Pool (US Govt/Agencies) | 2018 Venue Construction | | 0.1500% | \$518,122.09 | \$518,120.00 | \$62.76 | \$0.00 | \$0.00 | \$518,182.76 |
| Texas Class Acct# XX-XX-XXXX-4003 | Investment Pool (US Govt/Agencies) | 2019 COB | | 0.1400% | \$8,100,262.57 | \$8,099,745.09 | \$945.70 | \$0.00 | \$0.00 | \$8,100,690.79 |
| TexPool Acct# 449-XXXXXXX6 | Investment Pool (US Govt/Agencies) | 2019 COB | | 0.1500% | \$6,324,739.78 | \$6,330,081.25 | \$766.10 | \$0.00 | \$161,010.22 | \$6,169,837.13 |
| TexPool Acct# XXXXXX0007 | Investment Pool (Commercial Paper) | 2020 GOB Zoo | | 0.2600% | \$13,589,745.62 | \$0.00 | \$2,903.05 | \$14,560,338.06 | \$0.00 | \$14,563,241.11 |
| Central National Acct# XXX5622 | Collateralized MM Savings Account | Pooled Cash | | 0.4000% | \$12,733,330.83 | \$0.00 | \$2,093.15 | \$17,200,015.00 | \$9,000,015.00 | \$8,202,093.15 |
| Central National Acct# XXX1852 | Collateralized MM Savings Account | Pooled Cash | | 0.3500% | \$25,011,028.47 | \$25,011,028.47 | \$7,194.95 | \$0.00 | \$0.00 | \$25,018,223.42 |
| TexPool Acct# 5XXXXXXX1 | Investment Pool (Commercial Paper) | Pooled Cash | | 0.2600% | \$33,837.23 | \$33,836.99 | \$7.28 | \$0.00 | \$0.00 | \$33,844.27 |
| TexPool Acct# 4XXXXXXX1 | Investment Pool (US Govt/Agencies) | Pooled Cash | | 0.1500% | \$75,392.99 | \$17,275,392.69 | \$9.12 | \$0.00 | \$17,200,000.00 | \$75,401.81 |
| Alliance Bank Acct# XXXX560 | Collateralized MM Savings Account | Pooled Cash | | 1.8000% | \$6,060,323.21 | \$6,060,323.21 | \$8,965.96 | \$0.00 | \$0.00 | \$6,069,289.17 |
| End of Month Totals: | | | | | | | | | | |
| | | | | | \$92,879,808.40 | \$84,034,370.76 | \$25,357.81 | \$31,760,353.06 | \$32,111,784.33 | \$83,708,297.30 |

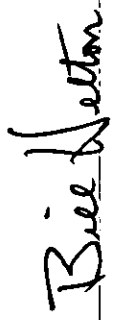
McLennan County
Investments Detail
9/30/2020

Collateralized Demand Deposit Accounts

| Description: | Fund | Monthly Interest Paid: | Previous EOM Balance: | Deposits: | Checks Issued: | ACH/Wire Withdrawals: | Voids: | EOM Balance: | Outstanding Checks | EOM Adjustment | Ending Bank Statement Bal |
|------------------------------|-------------|------------------------|-----------------------|-----------------|----------------|-----------------------|----------|-----------------|--------------------|----------------|---------------------------|
| BBVA Compass XXXXXXXX0837 | Pooled Cash | \$3,494.34 | \$6,596,494.85 | \$52,320,320.53 | \$7,761,264.30 | \$39,258,753.20 | \$387.50 | \$11,900,679.72 | \$441,663.43 | \$0.00 | \$12,342,343.15 |

End of Month Totals: \$3,494.34

\$11,900,679.72


McLennan County Investment Officer
Per Government Code 2256.023(b)(3)

Total Book Value Effective 9/30/2020 \$134,326,582.30

**McLennan County
Cash Transaction Summary
9/30/2020**

| | | | |
|------------------|--------------------------|---------------------------|-------------------------|
| 8/31/2020 | Beginning Balance | Total Investments: | Pooled Cash DDA: |
| | | \$129,310,775.69 | \$6,596,494.85 |

Revenue/Deposits

| | | |
|---|------------------------|------------------------|
| September 2020 Investment Income | \$66,547.35 | \$3,494.34 |
| September 2020 NonInvestment Revenue | \$20,208,551.20 | \$52,320,320.53 |

Disbursements

Checks Issued

| Transaction Date: | Check Range | Type: | Amount: |
|----------------------|-----------------|------------------|----------------|
| 9/1/2020 | 423571 - 423990 | Accounts Payable | \$4,888,206.42 |
| 9/3/2020 | 423991 - 423993 | Accounts Payable | \$2,883.87 |
| 9/8/2020 | 423994 - 424040 | Accounts Payable | \$80,679.23 |
| 9/11/2020 | 424041 - 504422 | Accounts Payable | \$85,917.73 |
| 9/14/2020 | 424047 - 424061 | Accounts Payable | \$56,113.40 |
| 9/15/2020 | 424062 - 424453 | Accounts Payable | \$2,404,506.36 |
| 9/18/2020 | 424454 - 424464 | Accounts Payable | \$64,184.57 |
| 9/21/2020 | 424465 - 424522 | Accounts Payable | \$106,434.41 |
| 9/25/2020 | 424523 - 504436 | Accounts Payable | \$24,585.49 |
| 9/28/2020 | 424531 - 424555 | Accounts Payable | \$38,400.31 |
| 9/29/2020 | 504437 - 504437 | Accounts Payable | \$112.50 |
| 9/30/2020 | 424556 - 424557 | Accounts Payable | \$9,240.01 |

| | | |
|-----------------------|-----------------------|-----------------------|
| Checks Issued: | \$7,761,264.30 | \$7,761,264.30 |
|-----------------------|-----------------------|-----------------------|

ACH/Wire Disbursements

| Transaction Date: | Purpose: | Amount: | DDA Only: |
|----------------------|--|-----------------|-------------------------------------|
| 9/1/2020 | Transfer to Investment | \$17,200,000.00 | <input checked="" type="checkbox"/> |
| 9/1/2020 | ACH Accounts Payable | \$207,236.39 | <input type="checkbox"/> |
| 9/2/2020 | Transfer: Employee Health Insurance Trust | \$668,292.03 | <input type="checkbox"/> |
| 9/2/2020 | Vendor Payment: Employee or Retiree Benefits | \$3,263.38 | <input type="checkbox"/> |
| 9/3/2020 | Transfer to Investment | \$14,560,338.06 | <input checked="" type="checkbox"/> |
| 9/3/2020 | WMCEDC | \$200,000.00 | <input type="checkbox"/> |
| 9/4/2020 | Vendor Payment: Employee or Retiree Benefits | \$6,474.21 | <input type="checkbox"/> |
| 9/8/2020 | ACH Reversal; Deposit Made In Error | \$63.36 | <input type="checkbox"/> |
| 9/9/2020 | US Bank: Bureau of Prisons Inmate Housing | \$16,151.04 | <input type="checkbox"/> |
| 9/9/2020 | US Bank: ICE Inmate Housing | \$841.20 | <input type="checkbox"/> |
| 9/9/2020 | US Bank: SA ICE Inmate Housing | \$336.48 | <input type="checkbox"/> |
| 9/9/2020 | US Bank: USMS Inmate Housing | \$506,486.52 | <input type="checkbox"/> |
| 9/10/2020 | Vendor Payment: Employee or Retiree Benefits | \$14,755.23 | <input type="checkbox"/> |
| 9/11/2020 | ACH Payroll | \$1,507,137.39 | <input type="checkbox"/> |
| 9/11/2020 | Vendor Payment: Employee or Retiree Benefits | \$6,838.60 | <input type="checkbox"/> |
| 9/14/2020 | IRS 941 Tax Payment | \$500,833.37 | <input type="checkbox"/> |
| 9/14/2020 | Child Support | \$9,964.45 | <input type="checkbox"/> |
| 9/15/2020 | Employee Retirement | \$932,097.35 | <input type="checkbox"/> |
| 9/15/2020 | ACH Accounts Payable | \$65,439.26 | <input type="checkbox"/> |
| 9/16/2020 | Deposit Correction | \$1.53 | <input type="checkbox"/> |
| 9/18/2020 | Deposit Correction | \$0.50 | <input type="checkbox"/> |
| 9/18/2020 | Vendor Payment: Employee or Retiree Benefits | \$3,267.00 | <input type="checkbox"/> |
| 9/21/2020 | Transfer to Local Provider Account | \$83,416.17 | <input type="checkbox"/> |

McLennan County
Cash Transaction Summary
9/30/2020

Total Investments:

Pooled Cash DDA:

| | |
|--|----------------|
| 9/24/2020 Vendor Payment: Employee or Retiree Benefits | \$15,529.78 |
| 9/25/2020 ACH Payroll | \$1,494,398.16 |
| 9/25/2020 TDCJ: Adult Probation Employee Benefits | \$10,525.13 |
| 9/25/2020 Vendor Payment: Employee or Retiree Benefits | \$5,694.80 |
| 9/25/2020 Vendor Payment: Employee or Retiree Benefits | \$71,766.82 |
| 9/28/2020 IRS 941 Tax Payment | \$494,659.08 |
| 9/28/2020 Child Support | \$9,964.45 |
| 9/30/2020 Transfer: Employee Health Insurance Trust | \$662,981.46 |

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ACH/Wire Disbursements:

\$7,498,415.14

\$39,258,753.20

Voided Checks:

\$387.50

\$387.50

Disbursement Total:

\$15,259,291.94

\$47,019,630.00

Ending Balances

EOM Balance 9/30/2020

\$134,326,582.30

\$11,900,679.72

Outstanding Checks:

\$441,663.43

Depository Adjustments:

\$0.00

Bank Balance:

\$12,342,343.15

EOM Balance 9/30/2019

\$142,862,958.52

Annual Decrease in EOM Balance

(\$8,536,376.22)

Fiscal Year-to-Date Investment Summary and Prior Year Histories

9/30/2020

| Description | Fund: | Date Liquidated: | Maturity Date | Current Rate of Return: | Investment Type | Current Month Earnings Paid: | Fiscal Year-to-Date Earnings Paid | Fiscal Year-to-Date Earnings Accrued: | EOM Book Value |
|--|----------|------------------|---------------|-------------------------|----------------------|---|-----------------------------------|---------------------------------------|----------------|
| 2017 General Obligation Bond Proceeds | | | | | | | | | |
| TexPool Inv. Pool (Agencies) 449XXXXXXXXX4 | 2017 GOB | | | 0.1500% | Inv. Pool (Agencies) | \$607.29 | \$11,670.72 | \$11,670.72 | \$2,700,713.73 |
| TexPool Inv. Pool (CommI) 5XXXXXXXXXXXX4 | 2017 GOB | 3/19/2020 | | | Inv. Pool (CommI) | | \$83,544.16 | \$83,544.16 | \$0.00 |
| Subtotals: | | | | | | \$607.29 | \$95,214.88 | \$95,214.88 | |
| | | | | | | EOM 2017 GOB Balance | | | |
| | | | | | | \$2,700,713.73 | | | |
| | | | | | | Interest Paid Over Life of 2017 GOB | | | |
| | | | | | | \$513,603.32 | | | |
| | | | | | | Interest Paid and Accrued Over Life of 2017 GOB | | | |
| | | | | | | \$513,603.32 | | | |

2018 Venue

| | | | | | | | | | |
|--|-------------------------|-----------|--|---------|----------------------|---|--------------|--------------|-----------------|
| CD | | | | | | | | | |
| BBVA Compass CD | 2018 Venue Construction | 5/1/2020 | | | | | \$228,354.79 | \$112,863.84 | \$0.00 |
| TexPool Inv. Pool (Agencies) 449-XXXXXXXXX5 | 2018 Venue Construction | | | 0.1500% | Inv. Pool (Agencies) | \$62.76 | \$1,912.87 | \$1,912.87 | \$518,182.76 |
| Texas Class Inv. Pool (Agencies) XX-XX-XXXX-4002 | 2018 Venue Construction | | | 0.1400% | Inv. Pool (Agencies) | \$1,802.45 | \$28,160.32 | \$28,160.32 | \$12,256,779.96 |
| Texas Class Inv. Pool (CommI) XXXX-0002 | 2018 Venue Construction | 3/19/2020 | | | Inv. Pool (CommI) | | \$90,644.17 | \$90,644.17 | \$0.00 |
| TexPool Inv. Pool (CommI) 5XXXXXXXXXXXX5 | 2018 Venue Construction | 3/19/2020 | | | Inv. Pool (CommI) | | \$53,111.20 | \$53,111.20 | \$0.00 |
| Subtotals: | | | | | | \$1,865.21 | \$402,183.35 | \$286,692.40 | |
| | | | | | | EOM 2018 Venue Balance | | | |
| | | | | | | \$12,774,962.72 | | | |
| | | | | | | Interest Paid Over Life of 2018 Venue | | | |
| | | | | | | \$1,448,199.98 | | | |
| | | | | | | Interest Paid and Accrued Over Life of 2018 Venue | | | |
| | | | | | | \$1,448,199.98 | | | |

2019 Certificate of Obligation Bond Proceeds

| | | | | | | | | | |
|--|----------|-----------|--|---------|----------------------|----------|--------------|--------------|----------------|
| CD | | | | | | | | | |
| BBVA Compass CD | 2019 COB | 8/28/2020 | | | | | \$128,687.48 | \$117,169.12 | \$0.00 |
| TexPool Inv. Pool (Agencies) 449-XXXXXXXXXX6 | 2019 COB | | | 0.1500% | Inv. Pool (Agencies) | \$766.10 | \$10,595.86 | \$10,595.86 | \$6,169,837.13 |
| Texas Class Inv. Pool (Agencies) XX-XX-XXXX-4003 | 2019 COB | | | 0.1400% | Inv. Pool (Agencies) | \$945.70 | \$13,964.00 | \$13,964.00 | \$8,100,690.79 |
| TexPool Inv. Pool (CommI) 5XXXXXXXXXX6 | 2019 COB | 3/19/2020 | | | Inv. Pool (CommI) | | \$65,753.50 | \$65,753.50 | \$0.00 |

| Description | Fund: | Date Liquidated: | Current Rate of Return: | Investment Type | Current Month Earnings Paid: | Fiscal Year-to-Date | | EOM Book Value |
|--|-------------|------------------|-------------------------|-----------------|------------------------------|---------------------|-------------------|------------------|
| | | | | | | Earnings Paid | Earnings Accrued: | |
| Federal Home Loan Banks US Agency 3130A9F89 | Pooled Cash | 3/30/2020 | | US Agency | | \$16,250.00 | \$16,250.00 | \$0.00 |
| Federal National Mortgage Association US Agency 3135G0N66 | Pooled Cash | 5/24/2020 | | US Agency | | \$42,000.00 | \$36,369.57 | \$0.00 |
| Federal Home Loan Banks US Agency 3130ACKD5 | Pooled Cash | 10/24/2019 | | US Agency | | \$23,500.00 | \$3,564.18 | \$0.00 |
| Federal Farm Credit Bank US Agency 3133EGMM4 | Pooled Cash | 3/13/2020 | | US Agency | | \$26,750.00 | \$12,924.05 | \$0.00 |
| Federal Home Loan Mortgage Corporation US Agency 3134GAAM6 | Pooled Cash | 5/25/2020 | | US Agency | | \$49,500.00 | \$43,043.48 | \$0.00 |
| Federal Home Loan Mortgage Corporation US Agency 3134GBK92 | Pooled Cash | 10/12/2019 | | US Agency | | \$22,000.00 | \$1,442.62 | \$0.00 |
| Federal Home Loan Banks US Agency 3130ABZG4 | Pooled Cash | 11/26/2019 | | US Agency | | \$10,750.00 | \$6,660.33 | \$0.00 |
| Federal National Mortgage Association US Agency 3136G3G90 | Pooled Cash | 4/27/2020 | | US Agency | | \$23,250.00 | \$17,774.46 | \$0.00 |
| Federal National Mortgage Association US Agency 3136G4EV1 | Pooled Cash | 4/28/2020 | | US Agency | | \$32,500.00 | \$18,750.00 | \$0.00 |
| Federal Home Loan Mortgage Corporation US Agency 3134GBH54 | Pooled Cash | 12/29/2019 | | US Agency | | \$10,100.00 | \$9,989.01 | \$0.00 |
| Subtotals: | | | | | \$78,875.29 | \$1,289,638.99 | \$1,156,035.08 | |
| | | | | | EOM Pooled Cash Balance | | \$90,017,136.82 | |
| End of Month Total, All Investments: | | | | | \$85,962.64 | \$2,079,183.20 | \$1,818,569.98 | \$134,326,582.30 |
| 9/30/2019 Total, All Investments | | | | | \$187,745.87 | \$2,870,765.26 | \$2,954,816.87 | \$142,862,958.52 |
| 9/30/2018 Total, All Investments | | | | | \$143,461.68 | \$1,604,083.04 | \$1,773,059.46 | \$121,560,979.84 |

Market Value Source:

**Change in Book Value and Market Value
Between 8/31/2020 and 9/30/2020**

| 8/31/2020 | | 9/30/2020 | | Current EOM Market Value More or (Less) than Book Value |
|--|----------------------------|-------------------------|---------------------------|---|
| Previous EOM Book Value: | Previous EOM Market Value: | Current EOM Book Value: | Current EOM Market Value: | |
| Collateralized Certificate of Deposit | | | | |
| CNB XXXX479 | \$4,362,787.16 | \$4,362,787.16 | \$4,364,758.13 | \$0.00 |
| TFNB XXXX-XXX77 | \$10,066,465.80 | \$10,066,465.80 | \$10,078,039.06 | \$0.00 |
| TFNB XXXXX-XXX42 | \$7,100,379.32 | \$7,100,379.32 | \$7,104,172.47 | \$0.00 |
| CNB XXXX177 | \$5,432,116.13 | \$5,432,116.13 | \$5,439,204.90 | \$0.00 |
| CNB XXXX193 | \$2,712,825.10 | \$2,712,825.10 | \$2,714,271.25 | \$0.00 |
| CNB XXXX071 | \$4,204,081.39 | \$4,204,081.39 | \$4,209,602.30 | \$0.00 |
| CNB XXX8799 | \$2,682,922.40 | \$2,682,922.40 | \$2,688,093.83 | \$0.00 |
| CNB XXXXX072 | \$2,118,332.78 | \$2,118,332.78 | \$2,119,463.35 | \$0.00 |
| Subtotal Collateralized Certificate of Deposit | \$38,679,910.08 | \$38,679,910.08 | \$38,717,605.28 | \$0.00 |
| Collateralized Demand Deposit Account | | | | |
| BBVA XXXXXX0837 | \$6,596,494.85 | \$6,596,494.85 | \$11,900,679.72 | \$0.00 |
| Subtotal Collateralized Demand Deposit Account | \$6,596,494.85 | \$6,596,494.85 | \$11,900,679.72 | \$0.00 |
| Collateralized MM Savings Account | | | | |
| CNB XXX5622 | \$0.00 | \$0.00 | \$8,202,093.15 | \$0.00 |
| CNB XXX1852 | \$25,011,028.47 | \$25,011,028.47 | \$25,018,223.42 | \$0.00 |
| ALLIANCE XXXX560 | \$6,060,323.21 | \$6,060,323.21 | \$6,069,289.17 | \$0.00 |
| Subtotal Collateralized MM Savings Account | \$31,071,351.68 | \$31,071,351.68 | \$39,289,605.74 | \$0.00 |
| | | | | \$8,218,254.06 |

**Change in Book Value and Market Value
Between 8/31/2020 and 9/30/2020**

| | 8/31/2020 | | 9/30/2020 | | Current EOM Market Value More or (Less) than Book Value |
|---|--------------------------|----------------------------|-------------------------|---------------------------|---|
| | Previous EOM Book Value: | Previous EOM Market Value: | Current EOM Book Value: | Current EOM Market Value: | |
| Investment Pool (Commercial Paper) | | | | | |
| TEXPOOL 5XXXXXXXXXXXX1 | \$33,836.99 | \$33,836.99 | \$33,844.27 | \$33,844.27 | \$0.00 |
| TEXPOOL XXXXXXXX0007 | \$0.00 | \$0.00 | \$14,563,241.11 | \$14,563,241.11 | \$0.00 |
| Subtotal Investment Pool (Commercial Paper) | \$33,836.99 | \$33,836.99 | \$14,597,085.38 | \$14,597,085.38 | \$0.00 |
| Investment Pool (US Govt/Agencies) | | | | | |
| TEXPOOL 449-XXXXXXXXXX6 | \$6,330,081.25 | \$6,330,081.25 | \$6,169,837.13 | \$6,169,837.13 | \$0.00 |
| TEXPOOL 4XXXXXXXXXXXXX1 | \$17,275,392.69 | \$17,275,392.69 | \$75,401.81 | \$75,401.81 | \$0.00 |
| TEXPOOL 449-XXXXXXXXXX5 | \$518,120.00 | \$518,120.00 | \$518,182.76 | \$518,182.76 | \$0.00 |
| TXCLASS XX-XX-XXXX-4003 | \$8,099,745.09 | \$8,099,745.09 | \$8,100,690.79 | \$8,100,690.79 | \$0.00 |
| TXCLASS XX-XX-XXXX-4002 | \$15,541,589.26 | \$15,541,589.26 | \$12,256,779.96 | \$12,256,779.96 | \$0.00 |
| TEXPOOL 449XXXXXXXXXXXX4 | \$5,164,253.80 | \$5,164,253.80 | \$2,700,713.73 | \$2,700,713.73 | \$0.00 |
| Subtotal Investment Pool (US Govt/Agencies) | \$52,929,182.09 | \$52,929,182.09 | \$29,821,606.18 | \$29,821,606.18 | \$0.00 |
| Overall Totals | \$129,310,775.69 | \$129,310,775.69 | \$134,326,582.30 | \$134,326,582.30 | \$0.00 |
| | | | | | \$5,015,806.61 |

Market Value Source: None Required

Depository Collateral Report
Effective 9/30/2020

Alliance Bank

| Custodian | Description | CUSIP/Masked LOC# | Maturity Date: | Interest Rate: | Price | EOM Basis | EOM Market Value |
|---------------------------------------|---------------------------------|-------------------|----------------|----------------|-------|----------------|-----------------------|
| FHLB Letter of Credit | FHLB Letter of Credit #XXXX1831 | XXXX1831 | 3/4/2021 | 0.0000% | 1 | \$6,000,000.00 | \$6,000,000.00 |
| Alliance Bank Collateral Subtotal: | | | | | | | \$6,000,000.00 |
| FDIC Coverage: | | | | | | | <u>\$250,000.00</u> |
| Alliance Bank Total Deposit Coverage: | | | | | | | \$6,250,000.00 |
| Alliance Bank Total Deposits: | | | | | | | <u>\$6,069,289.17</u> |
| Collateral Surplus | | | | | | | \$180,710.83 |

BBVA Compass

| Custodian | Description | CUSIP/Masked LOC# | Maturity Date: | Interest Rate: | Price | EOM Basis | EOM Market Value |
|--------------------------------------|-------------------------------|-------------------|----------------|----------------|-------|-----------------|------------------------|
| FHLB Letter of Credit | FHLB Letter of Credit #XXX498 | XXX498 | 2/3/2021 | 0.0000% | 1 | \$70,000,000.00 | \$70,000,000.00 |
| BBVA Compass Collateral Subtotal: | | | | | | | \$70,000,000.00 |
| FDIC Coverage: | | | | | | | <u>\$250,000.00</u> |
| BBVA Compass Total Deposit Coverage: | | | | | | | \$70,250,000.00 |
| BBVA Compass Total Deposits: | | | | | | | <u>\$34,358,976.79</u> |
| Collateral Surplus | | | | | | | \$35,891,023.21 |

Depository Collateral Report **Effective 9/30/2020**

Central National

| Custodian | Description | CUSIP/Masked LOC# | Maturity Date: | Interest Rate: | Price | EOM Basis | EOM Market Value |
|--|----------------------------------|-------------------|----------------|----------------|-------|-----------------|------------------------|
| FHLB Letter of Credit | FHLB Letter of Credit #XXXXXX501 | XXXXX501 | 11/30/2020 | 0.0000% | 1 | \$5,400,000.00 | \$5,400,000.00 |
| FHLB Letter of Credit | FHLB Letter of Credit #XXXXXX296 | XXXXX296 | 12/28/2020 | 0.0000% | 1 | \$5,400,000.00 | \$5,400,000.00 |
| FHLB Letter of Credit | FHLB Letter of Credit #XXXXXX505 | XXXXX505 | 1/11/2021 | 0.0000% | 1 | \$25,000,000.00 | \$25,000,000.00 |
| FHLB Letter of Credit | FHLB Letter of Credit #XXXXXX504 | XXXXX504 | 1/18/2021 | 0.0000% | 1 | \$2,150,000.00 | \$2,150,000.00 |
| FHLB Letter of Credit | FHLB Letter of Credit #XXXXXX508 | XXXXX508 | 1/20/2021 | 0.0000% | 1 | \$4,400,000.00 | \$4,400,000.00 |
| FHLB Letter of Credit | FHLB Letter of Credit #XXXXXX513 | XXXXX513 | 2/26/2021 | 0.0000% | 1 | \$17,200,000.00 | \$17,200,000.00 |
| FHLB Letter of Credit | FHLB Letter of Credit #XXXXXX288 | XXXXX288 | 11/12/2021 | 0.0000% | 1 | \$4,300,000.00 | \$4,300,000.00 |
| Central National Collateral Subtotal: | | | | | | FDIC Coverage: | \$63,850,000.00 |
| | | | | | | | <u>\$250,000.00</u> |
| Central National Total Deposit Coverage: | | | | | | | \$64,100,000.00 |
| Central National Total Deposits: | | | | | | | \$21,535,393.76 |
| Collateral Surplus | | | | | | | \$42,564,606.24 |

The First National Bank of McGregor

| Custodian | Description | CUSIP/Masked LOC# | Maturity Date: | Interest Rate: | Price | EOM Basis | EOM Market Value |
|---|----------------------------------|-------------------|----------------|----------------|-------|-----------------|------------------------|
| FHLB Letter of Credit | FHLB Letter of Credit #XXXXX5601 | XXXXX5601 | 3/3/2021 | 0.0000% | 1 | \$7,100,000.00 | \$7,100,000.00 |
| FHLB Letter of Credit | FHLB Letter of Credit #XXXX1052 | XXXX1052 | 3/23/2021 | 0.0000% | 1 | \$10,200,000.00 | \$10,200,000.00 |
| The First National Bank of McGregor Collateral Subtotal: | | | | | | FDIC Coverage: | \$17,300,000.00 |
| | | | | | | | <u>\$250,000.00</u> |
| The First National Bank of McGregor Total Deposit Coverage: | | | | | | | \$17,550,000.00 |
| The First National Bank of McGregor Total Deposits: | | | | | | | \$17,182,211.52 |
| Collateral Surplus | | | | | | | \$367,788.48 |

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

By Myroetez Gowan-Perkins,
Deputy

ORDER ACCEPTING:
RECORDING OF DETAILED TRANSACTION REPORT,
SEPTEMBER 2020:
MCLENNAN COUNTY CHILDREN'S PROTECTIVE
SERVICES BOARD

On this the 20 day of October, 2020, came on for consideration the matter of McLennan County Children's Protective Services Board: Recording of Detailed Transaction Report, September 2020. Commissioner Perry made a motion to approve and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Recording be, and the same is hereby, accepted by unanimous vote.

Childrens' Protective Services Board
Detailed Transaction Report
9/1/2020 - 9/30/2020

Community Bank Acct# XXXX0161

Beginning available balance 9/1/2020 **\$12,723.60**

Revenue **\$4,114.51**

Expenditures: **\$1,502.55**

Voided items: **\$0.00**

Ending available balance 9/30/2020 **\$15,335.56**

Outstanding deposits: **\$0.00**

Outstanding withdrawals: **\$355.75**

Account# XXXX0161 Ending bank statement balance **\$15,691.31**

| <i>Expenditures</i> | | | | | |
|----------------------------|----------|----------------------------------|----------------------------------|---|-------------------|
| Date | Check#: | Payee | Budget object: | Comment: | Amount: |
| 9/4/2020 | 1829 | Texas Bureau of Vital Statistics | Other Services & Charges | Birth Certificate for 1 Child. Needed for drivers license. | \$23.00 |
| 9/20/2020 | 1830 | Voided Check | Voided Check | | \$0.00 |
| 9/21/2020 | 1831 | Walmart | Clothing & Supplies | Walmart CC: Clothing for 14 Children | \$1,050.99 |
| 9/23/2020 | 1832 | IDEMIA | Other Services & Charges | Fingerprinting for adoptive home study Kinship caregivers laid off due to COVID-19. 1 Child | \$37.75 |
| 9/23/2020 | 1833 | IDEMIA | Other Services & Charges | Fingerprinting for adoptive home study Kinship caregivers laid off due to COVID-19. 1 Child | \$37.75 |
| 9/23/2020 | 1834 | Cecilia Vasquez | Clothing & Supplies | Reimbursement: Clothing for 1 Neglected Child | \$80.06 |
| 9/24/2020 | 1835 | Partnerships for Children | Rainbow Room (General Fund) | 2 Car Seats & 1 Booster Seat for 3 Children, & Misc. Rainbow Room Supplies | \$173.00 |
| 9/30/2020 | 1836 | Partnerships for Children | CPS Staff Appreciation | | \$100.00 |
| Total Expenditures: | | | | | \$1,502.55 |
| <i>Revenues</i> | | | | | |
| Date | Check#: | Contributor | Budget object: | Comment: | Amount: |
| 9/3/2020 | 00423783 | McLennan County Accounts Payable | Reimbursement: CPS County Budget | 2020 County FY | \$2,611.65 |
| 9/17/2020 | 00424282 | McLennan County Accounts Payable | Reimbursement: CPS County Budget | | \$1,402.86 |
| 9/17/2020 | Cash | Andy Harwell | CPS Staff Appreciation | | \$20.00 |
| 9/17/2020 | Cash | Bill Helton | CPS Staff Appreciation | | \$20.00 |
| 9/17/2020 | Cash | Bobby Campos | CPS Staff Appreciation | | \$20.00 |
| 9/25/2020 | 1917 | Ashley Weist | CPS Staff Appreciation | | \$20.00 |
| 9/25/2020 | 8883 | Michelle Dunnam | CPS Staff Appreciation | | \$20.00 |
| Total Revenues: | | | | | \$4,114.51 |

Outstanding Items

| Date: | Check#: | Payee | Amount: |
|--------------------------|---------|-------------------------------------|----------|
| 8/3/2020 | 1823 | Department of State Health Services | \$22.00 |
| 9/4/2020 | 1829 | Texas Bureau of Vital Statistics | \$23.00 |
| 9/23/2020 | 1833 | IDEMIA | \$37.75 |
| 9/24/2020 | 1835 | Partnerships for Children | \$173.00 |
| 9/30/2020 | 1836 | Partnerships for Children | \$100.00 |
| Total Outstanding Items: | | | \$355.75 |

McLennan County Employees' Federal Credit Union Acct# XX050A

Beginning available balance 9/1/2020 \$1,531.45

Revenue \$0.97

Expenditures: \$0.00

Voided items: \$0.00

Ending available balance 9/30/2020 \$1,532.42

Outstanding deposits: \$0.00

Outstanding withdrawals: \$0.00

Account# XX050A Ending bank statement balance \$1,532.42

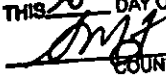
Revenues

| Date | Check#: | Contributor | Budget object: | Comment: | Amount: |
|-----------------|---------|--|-----------------|----------|---------|
| 9/30/2020 | | McLennan County Employees Federal Credit Union | Interest Income | | \$0.97 |
| Total Revenues: | | | | | \$0.97 |

Bill Helton, Treasurer

Children's Protective Services Board

End of Month Total Cash: \$16,867.98

ACCEPTED BY COMMISSIONERS COURT
THIS 20 DAY OF OCT 2020

COUNTY JUDGE

*For
Recording*

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

By Myrcetez Gowan-Perkins,
Deputy

ORDER APPROVING
AUTHORIZATION OF SEPTEMBER BILLING/REPORTS
(RE: ON-SITE SEWAGE FACILITY
(O.S.S.F.) PROGRAM):

WACO-MCLENNAN COUNTY PUBLIC
HEALTH DISTRICT

On this the 20 day of October, 2020 came on consideration of Waco-McLennan County Public Health District: Authorization of September Billing/Reports (re: On-Site Sewage Facility (O.S.S.F.) Program). Commissioner Perry made a motion to approve and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.



WACO-MCLENNAN COUNTY
Public Health District

Waco-McLennan County Public Health District

David Litke, Environmental Health Manager

225 W. Waco Drive, Waco, Texas 76707

Phone 254-750-5464

Fax: 254/750-5424

davidl@wacotx.gov

October 14, 2020

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 – September 2020

In accordance with the cooperative agreement for the O.S.S.F. Program, enclosed is the monthly billing information and reports for September 2020.

- The Invoice for September 2020 OSSF Billing.
- 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 2019-20. The fiscal year permit revenue projection assumes 250 permit applications processed for this year (an average of 23 per month).

Applications received (50) is above the number projected (23).

Total applications received for the year are above projections.

If you have any questions, please feel free to contact me at 750-5465.

Sincerely,

David Litke, R.S.
Environmental Health Manager

Enclosures

City of Bellmead
City of Beverly Hills
City of Bruceville-Eddy
City of Crawford
City of Gholson
City of Gollinda
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

ACCEPTED BY COMMISSIONERS COURT
THIS 20 DAY OF OCT 2020

COUNTY JUDGE

For
RECORD



CITY OF WACO
Department of Finance
P.O. Box 2570
Waco, Texas, 76702-2570

TO: McLennan County--OSSF
ATT: Frances Bartlett
214 N. 4th Street, Suit 100
Waco, Texas 76701-13666

September 12, 2020

September 2020 OSSF Billing

| | |
|----------------------------|---------------------------|
| September 2020 Billing | 2,764.69 |
| Ending Balance from August | (40,123.42) |
| | <hr/> |
| Total (Credit Balance) | <u><u>(37,358.73)</u></u> |

Thank you

City of Waco, Texas

2019-2020 Environmental Health: On-Site Sewage Facilities Program

| Org | Object | Description | September | Fiscal Year to Date |
|----------------------------|--------|------------------------------------|------------|------------------------|
| <u>EXPENDITURES</u> | | | | |
| 20015109 | 601010 | Regular Salaries | 823.60 | 823.60 |
| 20015109 | 601101 | Supervision-regular | 7,112.41 | 71,428.22 |
| 20015109 | 601102 | Supervision -Overtime | - | - |
| 20015109 | 601201 | Clerical and professional-regular | 2,600.39 | 29,466.39 |
| 20015109 | 601202 | Clerical and professional-overtime | - | - |
| 20015109 | 601301 | Labor operations-regular | 11,565.10 | 100,397.52 |
| 20015109 | 601302 | Labor operations-overtime | - | 7.51 |
| 20015109 | 612101 | Health insurance | 4,089.06 | 32,511.05 |
| 20015109 | 612102 | Life Insurance | 21.12 | 166.90 |
| 20015109 | 612200 | Social security-medicare | 1,567.14 | 14,553.23 |
| 20015109 | 612300 | Pension | 3,315.22 | 30,318.47 |
| 20015109 | 612800 | Worker's comp | 210.75 | 1,880.53 |
| 20015109 | 623100 | Special services | - | - |
| 20015109 | 623105 | Temporary Services | 2,636.93 | 2,636.93 |
| 20015109 | 634401 | Rent of City Facilities | - | - |
| 20015109 | 644801 | Maintenance of equipment | - | - |
| 20015109 | 644803 | Maintenance-vehicle parts | - | 566.28 |
| 20015109 | 644805 | Maintenance-vehicle-outside | - | 15.00 |
| 20015109 | 644810 | Maintenance-misc | - | 28.80 |
| 20015109 | 644815 | Maintenance-other | - | 400.00 |
| 20015109 | 644825 | Maintenance-fleet | 54.00 | 604.00 |
| 20015109 | 655100 | Property insurance | - | - |
| 20015109 | 655200 | Auto liability | - | 1,496.00 |
| 20015109 | 655300 | General liability | - | 1,787.00 |
| 20015109 | 655600 | Communications | 49.14 | 545.73 |
| 20015109 | 655602 | Communications-cellular phones | 69.33 | 864.99 |
| 20015109 | 655701 | Promotions | 111.00 | 995.00 |
| 20015109 | 655800 | Travel - Training | - | - |
| 20015109 | 655850 | Dues & Memberships | - | - |
| 20015109 | 655901 | Hire of equipment | 246.06 | 3,151.05 |
| 20015109 | 668101 | Office supplies | 290.10 | 2,198.53 |
| 20015109 | 668102 | Minor tools | - | - |
| 20015109 | 668103 | Non-expendable | - | - |
| 20015109 | 668104 | Software | - | - |
| 20015109 | 668105 | Wearing apparel | - | - |
| 20015109 | 668110 | Supplies-Other | - | - |
| 20015109 | 668301 | Gasoline-diesel-oil | 60.94 | 1,128.04 |
| 20015109 | 668303 | Lubricants | - | 24.28 |
| 20015109 | 668825 | Fleet Service | 56.00 | 650.00 |
| 20015109 | 757404 | Mach & Equip -VEH | - | - |
| | | | 34,054.69 | 297,821.45 |
| <u>REVENUES</u> | | | | |
| | | OSSF Program Fees | 31,290.00 | 332,290.00 |
| | | Revenues less Expenditures | (2,764.69) | 34,468.55 |
| | | County Approved Budget | | 84,267.00 |
| County Payments | | | | |
| | | Billings from City | | (34,468.55) |
| | | End of Year Balance | | (7,807.13) |
| | | Credit Balance | | 7,807.13 |
| | | Payments in FY 2020 | | (2,890.18) |
| | | Balance (overpayment) | | (37,358.73) |

OARS AA Monthly Report - September 2020

Account Number: 620132

Authorizations to Construct 46

Disposal System Types

| | | | |
|------------------------|-----------------------|--------------------------|-----------|
| Absorptive Mounds | Gravel-less Pipe | Pumped Effluent | |
| Drip Irrigation | 9 Leaching Chambers | 2 Standard Trenches/Beds | |
| Evaptranspiration Beds | 2 Low Pressure Dosing | 3 Surface Applications | 29 |
| EZ Flow systems | PTI Systems | Other | 1 |
| Subtotal | 11 | Subtotal | 5 |
| | | Subtotal | 30 |

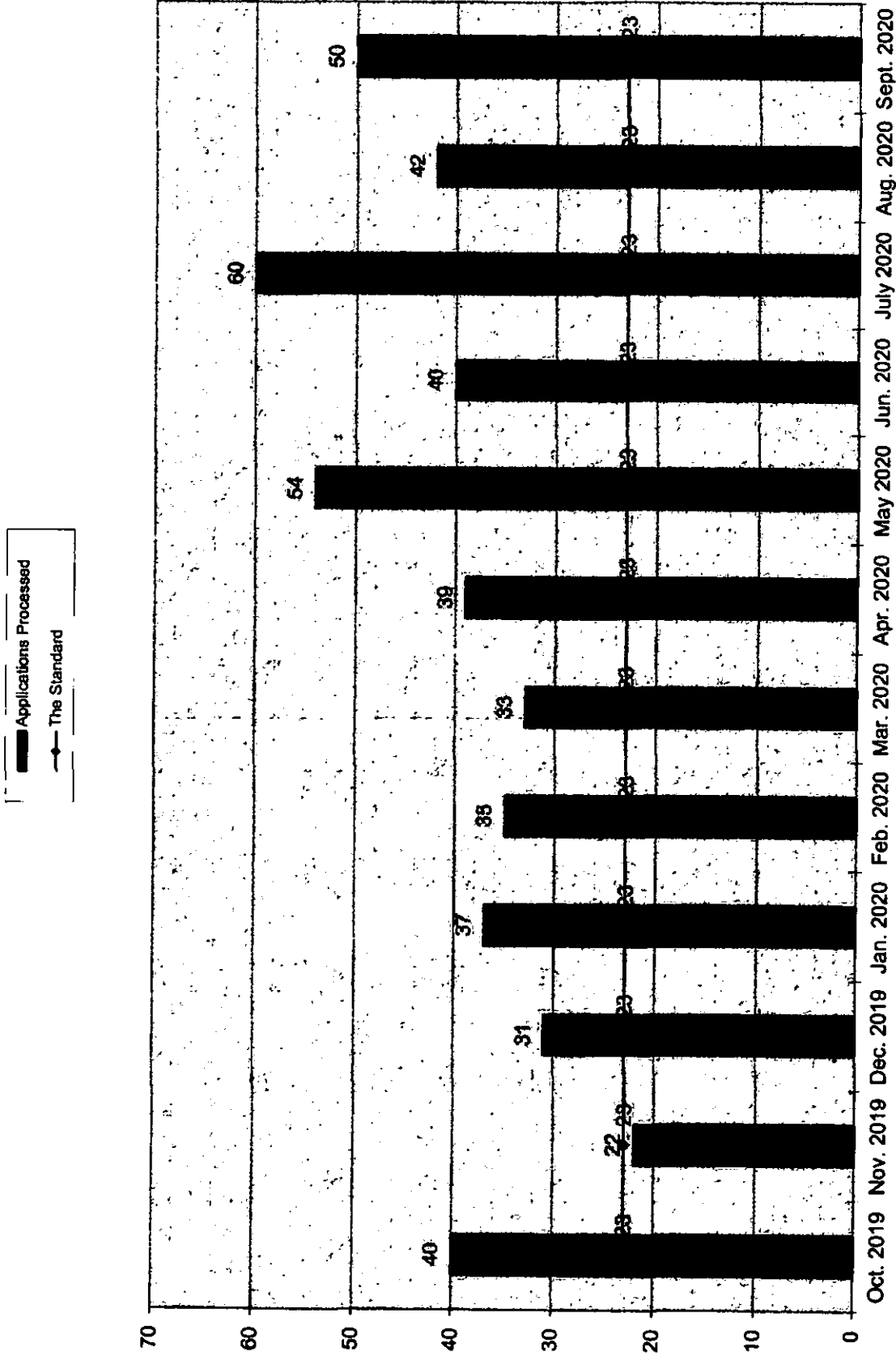
Monthly Enforcement Activity

| | | | | | |
|-------------------------|---|-----------------------------|----|--------------------------|----|
| Complaints Received | 3 | Violations Issued: Nuisance | 16 | Violations Issued :Other | 25 |
| Complaints Investigated | 3 | Court Cases Filed: Nuisance | | Court Cases Filed: Other | |
| | | Court Convictions: Nuisance | | Court Convictions: Other | |

**WACO McLENNAN COUNTY PUBLIC HEALTH DISTRICT
OSSF MONTHLY REPORT - SEPTEMBER 2020**

| | Applications Processed | Permits to Construct | Approvals Written | Complaints Investigated | Complaints Resolved | Notice of Violations Investigated | Notice of Violations Resolved |
|-----------------|------------------------------|------------------------------|-----------------------------|------------------------------|----------------------------------|--------------------------------------|----------------------------------|
| City of: | # 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 |
| Bellmead | | | | | | | |
| Beverly Hills | | | | | | | |
| Bruceville Eddy | 1 | 1 | | | | 1 | |
| Crawford | | | | | | | |
| Gholson | | 1 | 1 | | | | 2 |
| Golinda | | | | | | | |
| Hallsburg | 1 | 1 | | | | | |
| Hewitt | | | | | | | |
| Lacy Lakeview | | | | | | | |
| Leroy | | | | | | | |
| Lorena | | | | | | | |
| Mart | 1 | 1 | | | | | |
| McGregor | | | | | | | |
| County PCT 1 | 12 | 12 | 8 | | | 11 | 5 |
| County PCT 2 | 6 | 6 | 2 | 1 | | 1 | 3 |
| County PCT 3 | 10 | 9 | 5 | 1 | 1 | 11 | 12 |
| County PCT 4 | 17 | 13 | 10 | | | 15 | 10 |
| Moody | | | | | | | |
| Riesel | | | | | | | |
| Robinson | 1 | 1 | 1 | | | 1 | 1 |
| Ross | 1 | 1 | | | | | |
| Waco | | | 1 | 1 | | 1 | |
| West | | | | | | | |
| Woodway | | | | | | | |
| Total | 50 | 46 | 28 | 3 | 1 | 41 | 33 |

Monthly Total of OSSF Applications Processed Fiscal Year 2019-20



The '18-'19 budget assumes 276 applications will be processed this year (approx. 23 per month). The standard line shows the comparison of 23 applications per month with the actual number of applications received.

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

By Myrcetez Gowan-Perkins,
Deputy

REMAINS IN EFFECT:

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

On this the 20 day of October, 2020, came on for consideration the matter of Authorization re: Burn Ban in the Unincorporated Areas of McLennan County. Commissioner Perry made a motion to approve and it was seconded Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, 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.

ORDER APPROVING:
AUTHORIZATION TO USE COUNTY CREDIT CARD FOR
RECURRING CHARGES:

COUNTY SHERIFF


AND

INFORMATION TECHNOLOGY

On this the 20 day of October, 2020, came on for consideration the matter of Authorization to Use County Credit Card for Recurring Charges: County Sheriff and Information Technology. Commissioner Perry made a motion to approve and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

McLennan County Credit Card Purchases

| Department | Amount | Description |
|------------------------|------------|--|
| County Sheriff | \$201.48 | Purchase of an account with Ancestry.com. It is used in records and for warrant validations for deceased individuals |
| County Sheriff | \$472.41 | Purchase of Flags with the McLennan County Logo for the Jail |
| Information Technology | \$3,260.00 | Purchase of SMB - Endpoint Email Protection from Virtru Corporation |

APPROVED BY COMMISSIONERS COURT
THIS 20 DAY OF Dec 20 20

COUNTY JUDGE



QUOTE
Virtru Corporation
jbradley@virtru.com

McLennan County Information Technology

ATTN: Robyn Bannister
500 Columbus Ave
Waco, TX
76701

Term Start Date:
10/17/2020

Contract Term (Months):
12

| PRODUCT | PRODUCT DESCRIPTION | PRICE PER UNIT | QUANTITY | |
|---------------------------------|---|----------------|-------------------------------|-------------------|
| SMB - Endpoint Email Protection | Endpoint Email Protection for Gmail and Outlook. Virtru Email Protection app for iOS and Android. | 40.75 | 80 | \$3,260.00 |
| | | | Annual Invoice Amount: | 3,260.00 |
| | | | Total Contract Amount: | \$3,260.00 |

SPECIAL TERMS & NOTES

Virtru Representative:
Hubspot Sync User
jbradley@virtru.com

Payments can be sent to Virtru Corporation by:

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

By Myrcetez Gowan-Perkins,
Deputy

AGENDA: OCTOBER 20, 2020

E. CONSENT AGENDA:

3. Human Resources / Salary Matters (Payroll Status Forms or Changes):

a. Tax Office

Approved

b. Maintenance of Buildings

Approved

6. Recording of Educational Certificates; Recording of Department Head Affidavits; Recording of Departmental Reports; Acceptance or Approval of Official Bonds, Conflict Statements, or Other Such Items Required to be Submitted to the Court by Public Officials:

c. County Auditor: Recording of Monthly Financial Report, October 2019 - August 2020

**Deferred
(See end
of Meeting)**

9:44

ORDER APPROVING:

TAX OFFICE:

HUMAN RESOURCES / SALARY MATTERS

On this the 20 day of October, 2020, came on for consideration the matter of Human Resources / Salary Matters: Tax Office. After discussion, Commissioner Perry made a motion to approve the Tax Assessor's Request and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

Amanda M. Talbert
Human Resources Director
Human Resources Dept.



McLennan County
214 N. 4th St., Suite 200
Waco, TX 76701-1366
Office: (254)-757-5158

MEMORANDUM

Date: October 20th, 2020

To: Commissioner's Court Members - Commissioner Snell, Commissioner Miller, County Judge Felton, Commissioner Jones & Commissioner Perry

From: Amanda Talbert, HR Director; Randy Riggs, McLennan County Tax Assessor

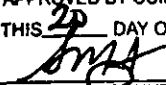
Subject: Requesting Approval to Fill Tax Office Vacancy

The current employee in the Assistant Chief Deputy, position #1031, for the Tax Office is retiring as of October 30th, 2020. The individual retiring has approximately 80 hours of accumulated leave time, some of this time may be used between now and the date of retirement.

The Tax Office requests the ability to fill the position prior to the exhaustion of the current employee's accrued time. The Tax Office would like the ability to hire the new employee by November 2nd, 2020. The Office does not have sufficient funds to cover this period of accrual overlap. This would require support from Contingency. The Auditor's Office is prepared to provide the budget amendment information related to this request.

The Auditor's Office can speak to the best method of accounting of funds should the court decide to take action to approve this request.

-Thank You.

FILLING POSITION PRIOR
TO EXHAUSTION OF LEAVE TIME
APPROVED BY COMMISSIONERS COURT
THIS 20 DAY OF OCT 2020

COUNTY JUDGE

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

By Myroletez Gowan-Perkins,
Deputy

ORDER APPROVING:

MAINTENANCE OF BUILDINGS:

HUMAN RESOURCES / SALARY MATTERS

On this the 20 day of October, 2020, came on for consideration the matter of Human Resources / Salary Matters: Maintenance of Buildings. After discussion, Commissioner Snell made a motion approve the request and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

Amanda M. Talbert
Human Resources Director
Human Resources Dept.



McLennan County
214 N. 4th St., Suite 200
Waco, TX 76701-1366
Office: (254)-757-5158

MEMORANDUM

Date: October 20th, 2020

To: Commissioner's Court

From: Amanda Talbert, Human Resources Director & TJ Jackson, Facilities Director

Subject: Maintenance of Buildings Hourly Wage Request for Part Time Hourly Position

Maintenance of Buildings is requesting a budget amendment to fund their part time line item. In addition to this request, Maintenance of Buildings is requesting the ability to increase the hourly part time pay rate from \$10.00 per hour to \$15.00 per hour.

| Department | Position Number | Position Title | Current Hourly Rate | Requested Hourly Rate |
|--------------------------|-----------------|-----------------------------|---------------------|-----------------------|
| Maintenance of Buildings | 100000917 | Hourly Building Maintenance | \$10.00 per hour | \$15.00 per hour |

This position will be after-hours and is responsible for ensuring County buildings are cleaned and sanitized according to County standards. The \$15.00 hourly rate is in line with existing custodial positions and because this position will work after hours, the Human Resources department supports this request.

Maintenance of Buildings has requested to have this wage request be effective Today, October 20th, 2020.

—Thank You.

APPROVED BY COMMISSIONERS COURT
THIS 20th DAY OF OCT 2020

COUNTY JUDGE

J.A. "ANDY" FARWELL County Clerk
McLennan County, Texas

FILED OCT 20 2020

By Myroeteez Gowan-Perkins,
Deputy

The Court went to Item N. 9. Action re: the Burden on Employees Who Fall Within a Category “Technically” Not Covered by the Families First Coronavirus Response Act (FFCRA), but Whose Situations are Consistent in Terms of Effect on the Employee with the Categories Expressly Covered by the FFCRA. Possible Action on Temporary County Policy to Address Such Situations by Providing County Leave.

ORDER APPROVING:

**ACTION RE: THE BURDEN ON EMPLOYEES WHO FALL WITHIN A CATEGORY
“TECHNICALLY” NOT COVERED BY THE FAMILIES FIRST CORONAVIRUS
RESPONSE ACT (FFCRA), BUT WHOSE SITUATIONS ARE CONSISTENT IN
TERMS OF EFFECT ON THE EMPLOYEE WITH THE CATEGORIES
EXPRESSLY COVERED BY THE FFCRA. POSSIBLE ACTION ON
TEMPORARY COUNTY POLICY TO ADDRESS SUCH
SITUATIONS BY PROVIDING COUNTY LEAVE**

On this the 20 day of October, 2020, came on for consideration the matter of Discussion and Possible Action regarding the Burden on Employees Who Fall Within a Category “Technically” Not Covered by the Families First Coronavirus Response Act (FFCRA), but Whose Situations are Consistent in Terms of Effect on the Employee with the Categories Expressly Covered by the FFCRA. Possible Action on Temporary County Policy to Address Such Situations by Providing County Leave. After discussion, Commissioner Perry made a motion to adopt the policy that Attorney Mike Dixon is working which is recommended by H.R. that is related to the FFCRA and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Snell, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

Amanda M. Talbert
Human Resources Director
Human Resources Dept.



McLennan County
214 N. 4th St., Suite 200
Waco, TX 76701-1366
Office: (254)757-5158

MEMORANDUM

Date: October 20th, 2020

To: Commissioner's Court

From: Amanda Talbert, Human Resources Director

Subject: Requesting Approval of FFCRA Emergency FMLA Expansion/Clarification

The Human Resources department is administering Expanded/Emergency Family Medical Leave under the Families First Coronavirus Relief Act. Since the inception on April 1st, 2020 of the federally protected leave, our department has encountered multiple scenarios and examples of COVID-19 related leave our employees are experiencing. The language of the FFCRA as it relates to Expanded/Emergency FML and the accompanying guidance from the Department of Labor has been sufficiently explicit enough to make a determination on the majority of the COVID-19 leave requests we have encountered. However, there are a few employee leave requests for Expanded/Emergency FML related to COVID-19 we have received that the Act either does not sufficiently define or excludes completely.

Below is a representation of employee leave scenarios we have encountered organized by their eligibility under Expanded FML. The Human Resources department is requesting Commissioner's Court approval to qualify the requests for leave that are in question below, because the FFCRA does not provide sufficient, specific language for HR to make a determination.

| Qualifying Requests for Leave Under Expanded FML | Request for Leave with Questionable Eligibility Under Expanded FML |
|--|--|
| Your child's school limiting the capacity of children per room or grade level, as more and more parents choose to have their child attend physical school; some schools may require a certain % of non-risk students to complete online/remote learning rather than attend in person | Your child's school is requiring your child to quarantine due to household exposure. The health department provided direction to every school district in the area to require: a student who has a household member positive with COVID, the student must quarantine while the household member recovers plus an additional 14 days; the student typically completes online/remote learning during this time (this quarantine would be a minimum of 28 days) |
| Your child's school is open but is requiring your child to alternate between in-person attendance and remote learning in response to the pandemic. | |
| Your child's school is open but your child is unable to attend school in-person because they are a part of a group, class, or grade that is under order to quarantine by the school. | |

The Emergency FML section of the FFCRA defines a qualifying need for leave as:

An employee is unable to work (or telework) due to a need for leave to care for the son or daughter under 18 years of age of such employee if the school or place of care has been closed, or the child care provider of such son or daughter is unavailable, due to a public health emergency.

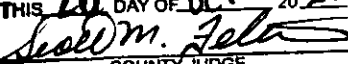
Per the summary description of the Act published on the official Federal Register:

FFCRA paid leave ensures workers are not forced to choose between their paychecks and the public health measures needed to combat the virus; for example, an employee who may have been exposed to COVID-19 is encouraged not to go to work and thereby risk spreading the virus.

It is understood that schools serve as educational institutions, however, most parents would be forced to find alternative child care if their child's school were unavailable to them. Given that the FFCRA does allow for leave due to a school closure or a **childcare provider being unavailable**; and the official summarized intent of the Act is to prevent workers from choosing a paycheck over preventing the spread of the virus, the Human Resources department recommends qualifying an employee for Expanded/Emergency FML benefits if their child has been required to quarantine by their school, even though the school is open to other students.

This request to the Commissioner's Court is that the foregoing scenario currently not clearly covered by the FFCRA be treated as eligible for expanded FML, and that the Commissioner's Court essentially make a policy determination that the same paid leave that would have been available to the employee under the FFCRA if it clearly applied be provided from County funds. The scenario has the same effect on employees as other situations that are covered by the FFCRA. This would be somewhat budget neutral because the employee's salary is already budgeted.

-Thank You

APPROVED BY COMMISSIONERS COURT
THIS 20 DAY OF OCT 2020

COUNTY JUDGE

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

By Myrcetez Gowan-Perkins,
Deputy

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

AGENDA: OCTOBER 20, 2020

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

1. Regarding the FY 20 Budget:

- | | |
|---|-----------------|
| a. Law Library (Fund 170) | Approved |
| b. County Wide | Approved |
| c. Authorization of Texas Association of Counties Claim Deductible Invoices: | |
| 1) Regarding Invoice # NRDD-0006203 | Approved |
| 2) Regarding Invoice # NRDD-0006284 | Approved |
| 3) Regarding Invoice # NRDD-0006396 | Approved |
| 4) Regarding Invoice # NRDD-0006416 | Approved |
| 5) Regarding Invoice # NRDD-0006516 | Approved |
| 6) Regarding Invoice # NRDD-0006202 | Approved |

2. Regarding the FY 21 Budget:

- | | |
|---|-----------------|
| a. Permanent Improvement Fund (Fund 401) | Approved |
| b. Heart of Texas Fair | Approved |
| c. 2017 Certificates of Obligation / Permanent Improvement Fund (Fund 417) | Approved |
| d. Maintenance of Buildings | Approved |
| e. Economic Development | Approved |
| f. Health Services | Approved |
| g. Road & Bridge, Precinct 3 | Approved |
| h. Capital Outlay | Approved |
| i. 2019 Certificates of Obligation / Permanent Improvement Fund (Fund 419) | |
| j. County Sheriff | |
| 1) Budget Amendment regarding Protective Clothing | Approved |
| 2) Authorization of Billboard Expenditure and Use of County Credit Card | Approved |

- | | |
|--|--|
| k. McLennan County Soil and Water Conservation District: Operation and Maintenance Funding Request | Approved <i>(See after Item K. 1.)</i> |
| l. McLennan and Hill Counties Tehuacana Creek Water Improvement District: Discussion and/or Action regarding Funding Request for Baseline Water Quality Study | Deferred |

10:04

ORDER APPROVING FY 20 BUDGET AMENDMENTS:

LAW LIBRARY (FUND 170);

COUNTY WIDE

AND

**AUTHORIZATION OF TEXAS ASSOCIATION OF COUNTIES
CLAIM DEDUCTIBLE INVOICES:**

RE: INVOICE #NRDD-0006203;

RE: INVOICE #NRDD-0006284;

RE: INVOICE #NRDD-0006396;

RE: INVOICE #NRDD-006416;

RE: INVOICE #NRDD-0006516

AND

RE: INVOICE #NRDD-0006202

On this the 20 day of October, 2020, came on for consideration the matter Regarding the FY 20 Budget: Law Library (Fund 170); County Wide; Authorization of Texas Association of Counties Claim Deductible Invoices: Regarding Invoice #NRDD-0006203; Regarding Invoice # NRDD-0006284; Regarding Invoice # NRDD-0006396; Regarding Invoice # NRDD-0006416; Regarding Invoice # NRDD-0006516 and Regarding Invoice # NRDD-0006202. After discussion, Commissioner Miller 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said FY 2020 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 170 (Law Library Fund)

I hereby request the following budget amendment for the fiscal year ending 09/30/20:

REQUESTED INCREASE(s)

| Fund | Func | Sub- Func | Dept | Dept Name | Object (Acct. #) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------|------|--------------|------|------------|------------------|---------------------------|----------------|-----------------------|-------------------|
| 170 | 15 | 25 | 0230 | Co Law Lib | 501104 | Legal Reference Materials | 89,000 | 7,000 | 96,000 |
| 170 | 15 | 25 | 1631 | JP 3 | 501104 | Legal Reference Materials | 15,000 | 2,000 | 17,000 |
| 170 | 15 | 25 | 1320 | CCL 2 | 501104 | Legal Reference Materials | 12,815 | 2,500 | 15,315 |
| | | | | | | | - | - | - |
| | | | | | | Total Increases | | 11,500 | |

REQUESTED DECREASE(s)

| Fund | Func | Sub- Func | Dept | Dept Name | Object (Acct. #) | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------|------|--------------|------|-----------|------------------|---------------------|----------------|-----------------------|-------------------|
| 170 | 10 | 05 | 0190 | Co Wide | 999999 | Contingencies | 373,255 | 11,500 | 361,755 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | Total Decreases | | 11,500 | |


BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested for Legal Reference Materials for remaining cost of FY 2020.

Respectfully Submitted
Requestor

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge



10/29/20

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

By Myrcetez Gowan-Perkins,
Deputy

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
McLennan County Courthouse
Waco, Texas 76701

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

I hereby request the following budget amendment for the fiscal year ending 09/30/2020:

REQUESTED INCREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct #) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|-----------------------------|----------------|--------------------|----------------|
| 001 | 10 | 01 | 0190 | Co Wide | 502000 | Furniture and Equipment | 1 | 170 | 171 |
| 001 | 10 | 01 | 0190 | Co Wide | 503104 | General Liability Insurance | 694,000 | 38,400 | 732,400 |
| 001 | 10 | 05 | 0190 | Co Wide | 609100 | Real Property Rentals | 58,007 | 24,021 | 82,028 |
| 001 | 10 | 05 | 0190 | Co Wide | 611000 | Utilities | 1,176,500 | 40,000 | 1,216,500 |
| 001 | 10 | 05 | 0190 | Co Wide | 618100 | Autopsies and Body Bags | 460,000 | 40,000 | 500,000 |
| 001 | 10 | 05 | 0190 | Co Wide | 601111 | Other Services and Charges | 138,750 | 4,083 | 142,833 |
| | | | | | | | - | - | - |
| | | | | | | Total Increases | | 146,674 | |

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 | 189,700 | 146,674 | 43,026 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | - | - | - |
| | | | | | | Total Decreases | | 146,674 | |

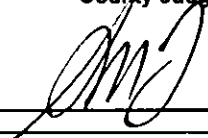
BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase various line items in the Co Wide department for cost in FY 2020.

Respectfully Submitted
Requestor

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge

10/20/20

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

By Myroetaz Gowan-Perkins,
Deputy



TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

CLAIM DEDUCTIBLE INVOICE

Via E-Mail: smfelton@co.mclennan.tx.us
Attn: Hon. Scott Felton
McLennan County
PO Box 1728
Waco, TX 76703-1728

Balance Due Upon Receipt

Invoice #: PAST DUE
Claim #: LE20208034-1
Member ID: 1550

Deductible payment is due.

| Description | Amount Due |
|---|---|
| Claim LE20208034-1: Invoice for Deductible Subsidiary/office associated with claim: Jail Date of Loss: 03/23/2020 Claimant: Robert Harlan Jr | \$0.00 |
| Total Policy Deductible Amount per Claim Total Amount Received to Date | \$10,000.00 \$0.00 |
| Overdue Invoice NRDD-0006203 NRDD-0006284 NRDD-0006396 | Invoice Date 07/09/2020 08/13/2020 09/11/2020 |
| | \$2,017.50 \$56.60 \$180.00 |
| Total Amount Due | \$2,254.10 |

Total amount due may be less than deductible amount depending on claim payments made.

Claim Deductible Payment Remittance Form

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

APPROVED BY COMMISSIONERS COURT
THIS 20 DAY OF OCT 2020

COUNTY JUDGE

Invoice Date: 10/05/2020
Invoice #: NRDD-0006284, NRDD-0006203,
NRDD-0006396
Claim #: LE20208034-1
Amount Due: \$2,254.10

Amount Enclosed: _____

If the total amount enclosed is not \$2,254.10,
please use the notes section below to explain:

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

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

By Myrcetez Gowan-Perkins,
Deputy



TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

CLAIM DEDUCTIBLE INVOICE

Via E-Mail: smfelton@co.mclennan.tx.us
Attn: Hon. Scott Felton
McLennan County
PO Box 1728
Waco, TX 76703-1728

Balance Due Upon Receipt

Invoice #: NRDD-0006516
Invoice Date: 10/05/2020
Claim #: PO20208275-1
Member ID: 1550

Deductible payment is due.

| Description | Amount Due |
|--|-----------------------|
| Claim PO20208275-1: Invoice for Deductible Subsidiary/office associated with claim: Other Date of Loss: 06/08/2020 Claimant: Aarika Bledsoe | \$3,985.80 |
| Total Policy Deductible Amount per Claim Total Amount Received to Date | \$10,000.00 \$0.00 |
| Overdue Invoice NRDD-0006416 Invoice Date 09/11/2020 | \$3,313.80 |
| Total Amount Due | \$7,299.60 |

Total amount due may be less than deductible amount depending on claim payments made.

Claim Deductible Payment Remittance Form

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

APPROVED BY COMMISSIONERS COURT
THIS 20 DAY OF 005 2020
Scott M. Felton
COUNTY JUDGE

Invoice Date: 10/05/2020
Invoice #: NRDD-0006516, NRDD-0006416
Claim #: PO20208275-1
Amount Due: \$7,299.60

Amount Enclosed: _____

If the total amount enclosed is not \$7,299.60,
please use the notes section below to explain:

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

JA. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

By Myrcetez Gowan-Perkins,
Deputy



TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

CLAIM DEDUCTIBLE INVOICE

Via E-Mail: smfelton@co.mclennan.tx.us
Attn: Hon. Scott Felton
McLennan County
PO Box 1728
Waco, TX 76703-1728

Balance Due Upon Receipt

Invoice #: PAST DUE
Claim #: LE20207950-1
Member ID: 1550

Deductible payment is due.

| Description | Amount Due |
|---|--|
| Claim LE20207950-1: Invoice for Deductible Subsidiary/office associated with claim: Sheriff Date of Loss: 03/24/2020 Claimant: Daniel De Groff | \$0.00 |
| Total Policy Deductible Amount per Claim Total Amount Received to Date | \$10,000.00 \$2,625.00 |
| Overdue Invoice NRDD-0006202 | Invoice Date 07/09/2020 \$7,375.00 |
| Total Amount Due | \$7,375.00 |

Total amount due may be less than deductible amount depending on claim payments made.

Claim Deductible Payment Remittance Form

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

APPROVED BY COMMISSIONERS COURT
THIS 20 DAY OF OCT 2020

COUNTY JUDGE

Invoice Date: 10/05/2020
Invoice #: NRDD-0006202
Claim #: LE20207950-1
Amount Due: \$7,375.00

Amount Enclosed: _____

If the total amount enclosed is not \$7,375.00,
please use the notes section below to explain:

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

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

By Myrcetez Gowan-Perkins,
Deputy

ORDER APPROVING FY 21 BUDGET AMENDMENTS:

PERMANENT IMPROVEMENT FUND
(FUND 401);

HEART OF TEXAS FAIR;

2017 CERTIFICATES OF OBLIGATION / PERMANENT
IMPROVEMENT FUND (FUND 417);

MAINTENANCE OF BUILDINGS;

ECONOMIC DEVELOPMENT;

HEALTH SERVICES;

ROAD & BRIDGE, PRECINCT 3;

CAPITAL OUTLAY;

2019 CERTIFICATES OF OBLIGATION / PERMANENT
IMPROVEMENT FUND (FUND 419)

AND

COUNTY SHERIFF:

BUDGET AMENDMENT RE: PROTECTIVE
CLOTHING

On this the 20 day of October, 2020, came on for consideration the matter Regarding the FY 21 Budget: Permanent Improvement Fund (Fund 401); Heart of Texas Fair; 2017 Certificates of Obligation / Permanent Improvement Fund (Fund 417); Maintenance of Buildings; Economic Development; Health Services; Road & Bridge, Precinct 3; Capital Outlay; 2019 Certificates of Obligation / Permanent Improvement Fund (Fund 419) and County Sheriff: Budget Amendment regarding Protective Clothing. 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said FY 2021 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 401 (Permanent Improvement Fund)

I hereby request the following budget amendment for the fiscal year ending 09/30/21:

REQUESTED INCREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct. #) | Project # | Account Description | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|------------------|-----------|--------------------------|----------------|--------------------|----------------|
| 401 | 90 | 98 | 8010 | Perm Impr | 701234 | 7619 | Major Repairs- TH Lake | - | 10,198 | 10,198 |
| 401 | 90 | 98 | 8010 | Perm Impr | 701234 | 9020 | Major Repairs- Cow Bayou | - | 6,732 | 6,732 |
| | | | | | | | | - | - | - |
| | | | | | | | | - | - | - |
| | | | | | | | Total Increases | | 16,930 | |

REQUESTED DECREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct. #) | Project # | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------|----------|----------|--------|-----------|------------------|-----------|---------------------|----------------|--------------------|----------------|
| 401 | 90 | 98 | 8010 | Perm Impr | 701234 | | Major Repairs | 31,509 | 16,930 | 14,579 |
| | | | | | | | | - | - | - |
| | | | | | | | | - | - | - |
| | | | | | | | | - | - | - |
| | | | | | | | Total Decreases | | 16,930 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to carry forward funding to grant projects Cow Bayou and Tradinghouse Lake for the local match portion.

Respectfully Submitted
Requestor

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge



10/20/20

J.A. "ANDY" FARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

By Myroctez Gowan-Perkins,
Deputy

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
McLennan County Courthouse
Waco, Texas 76701

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

I hereby request the following budget amendment for the fiscal year ending 09/30/21:

REQUESTED INCREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct #) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|------------------------|----------------|--------------------|----------------|
| 001 | 40 | 75 | 6730 | HOT Fair | 606000 | Repair and Maintenance | 1 | 98,685 | 98,686 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | Total Increases | | 98,685 | |

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 | 1,375,000 | 98,685 | 1,276,315 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | Total Decreases | | 98,685 | |


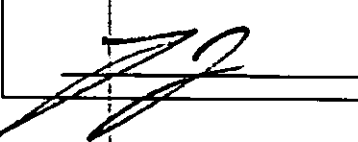
BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase "Repair and Maintenance" in Department 7630 - HOT Fairgrounds for installation of new boiler that was approved in 2020 but not completed.

Respectfully Submitted
Requestor

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge



10/20/20

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

By Myroetez Gowan-Perkins,
Deputy

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
McLennan County Courthouse
Waco, Texas 76701

Re: Budget Amendment for: Fund 417 (2017 Certificates of Obligation)

I hereby request the following budget amendment for the fiscal year ending 09/30/21:

REQUESTED INCREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct #) | Project # | Account Description | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|-----------|--|----------------|--------------------|----------------|
| 417 | 90 | 98 | 8010 | Perm Impr | 701112 | 5304 | Bldg - Cap Improvement- Records Basement | 230,000 | 4,313 | 234,313 |
| | | | | | | | | - | - | - |
| | | | | | | | | - | - | - |
| | | | | | | | Total Increases | | 4,313 | |

REQUESTED DECREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct #) | Project # | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|-----------|---------------------|----------------|--------------------|----------------|
| 417 | 90 | 98 | 8010 | Perm Impr | 701234 | | Major Repairs | 55,000 | 4,313 | 50,687 |
| | | | | | | | | - | - | - |
| | | | | | | | | - | - | - |
| | | | | | | | Total Decreases | | 4,313 | |

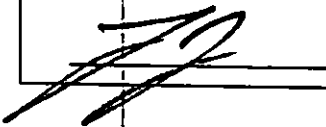
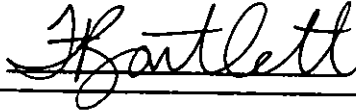
BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested for additional audio equipment for the Human Resource training room.

Respectfully Submitted
Requestor

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge


10/20/20

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

By Myrcetez Gowan-Perkins,
Deputy

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
McLennan County Courthouse
Waco, Texas 76701

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

I hereby request the following budget amendment for the fiscal year ending 09/30/2021:

REQUESTED INCREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct #) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|---------------------|----------------|--------------------|----------------|
| 001 | 10 | 05 | 0110 | MOB | 411230 | Part-time Pay | 1 | 14,000 | 14,001 |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | Total Increases | | 14,000 | |

REQUESTED DECREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct #) | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|---------------------|----------------|--------------------|----------------|
| 001 | 10 | 05 | 0110 | MOB | 607106 | Janitorial Services | 59,202 | 14,000 | 45,202 |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | Total Decreases | | 14,000 | |

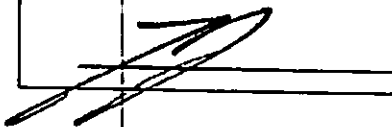
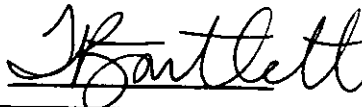
BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase "Part-time Pay" from within Maintenance of Building from "Janitorial Services" to hire a part time custodian for 27.5 hours per week to meet needs temporarily at Adult Probation and Juvenile Facilities until a permanent solution is found.

Respectfully Submitted
Requestor

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge


10/20/20

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

By Myrcetez Gowan-Perkins,
Deputy

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
McLennan County Courthouse
Waco, Texas 76701

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

I hereby request the following budget amendment for the fiscal year ending 09/30/21:

REQUESTED INCREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct#) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|----------------|----------------------------|----------------|--------------------|----------------|
| 001 | 55 | 90 | 7890 | Eco Dev | 604153 | McLennan County Com Invest | 1 | 50,000 | 50,001 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | Total Increases | | 50,000 | |

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 | 1,276,315 | 50,000 | 1,226,315 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | Total Decreases | | 50,000 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase the "McLennan County Community Investment" in the Economic Development department for funding approved on 10/06/2020.

Respectfully Submitted
Requestor

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge

[Signature]

[Signature]

10/20/20

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

By Myrcetez Gowan-Perkins,
Deputy

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
McLennan County Courthouse
Waco, Texas 76701

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

I hereby request the following budget amendment for the fiscal year ending 09/30/21

REQUESTED INCREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct #) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|-------------------------|----------------|--------------------|----------------|
| 001 | 30 | 65 | 4310 | Hlth Svcs | 502000 | Furniture and Equipment | 500 | 851 | 1,351 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | Total Increases | | 851 | |

REQUESTED DECREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct #) | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|----------------------|----------------|--------------------|----------------|
| 001 | 30 | 65 | 4310 | Hlth Svcs | 618125 | Indigent Health Care | 3,649,000 | 851 | 3,648,149 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | Total Decreases | | 851 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested by the Health Services department to increase "Furniture and Equipment" for the purchase of 3 printers that were ordered but not received before 09/30/2020

Respectfully Submitted
Requestor

Heather Draves

Approved as to form
County Auditor

J. Bartlett

Approved by
Commissioners Court
County Judge

AMT

10/20/20

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

By Myrcetez Gowan-Perkins,
Deputy

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
McLennan County Courthouse
Waco, Texas 76701

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

I hereby request the following budget amendment for the fiscal year ending 09/30/2021:

REQUESTED INCREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct #) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|-----------------------------|----------------|--------------------|----------------|
| 001 | 25 | 58 | 3630 | R&B 3 | 505130 | Road Construction Materials | 820,000 | 4,567 | 824,567 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | - | - | - |
| | | | | | | Total Increases | | 4,567 | |

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 | 1,191,146 | 4,567 | 1,186,579 |
| | | | | | | | | | |
| | | | | | | | - | - | - |
| | | | | | | Total Decreases | | 4,567 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase "Road Construction Materials" from County Wide Contingencies due to unforeseen cost while performing an interlocal agreement for the City of Waco while chip sealing Old Steinbeck Bend Road.

Respectfully Submitted
Requestor

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge



10/20/20

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

By Myrcetez Gowan-Perkins,
Deputy

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
McLennan County Courthouse
Waco, Texas 76701

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

I hereby request the following budget amendment for the fiscal year ending 09/30/2021:

REQUESTED INCREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct #) | Account Description | Current Budget | Requested Increase | Amended Budget |
|-----------------|----------|----------|--------|------------|-----------------|---------------------|----------------|--------------------|----------------|
| 001 | 10 | 05 | 7920 | Cap Outlay | 701000 | Capital Outlay | 1,291,408 | 85,169 | 1,376,577 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | - | - | - |
| Total Increases | | | | | | | | 85,169 | |

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 | 1,276,315 | 85,169 | 1,191,146 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | - | - | - |
| Total Decreases | | | | | | | | 85,169 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested for the purchase of two vans by the Sheriff's Office that were approved in FY 2020, but were not received until FY 2021.

Respectfully Submitted
Requestor



Approved as to form
County Auditor



Approved by
Commissioners Court
County Judge



10/20/20

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

By Myrcetez Gowan-Perkins,
Deputy

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
McLennan County Courthouse
Waco, Texas 76701

Re: Budget Amendment for: Fund 419 (2019 Certificates of Obligation)

I hereby request the following budget amendment for the fiscal year ending 09/30/21:

REQUESTED INCREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct#) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|----------------|---------------------|----------------|--------------------|----------------|
| 419 | 90 | 98 | 8010 | Perm Impr | 701255 | Speegleville Road | 1 | 6,485,409 | 6,485,410 |
| 419 | 90 | 98 | 8010 | Perm Impr | 701257 | Chapel Road | 1 | 9,688,312 | 9,688,313 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | Total Increases | | 16,173,721 | |

REQUESTED DECREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct#) | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------|----------|----------|--------|-----------|----------------|---------------------|----------------|--------------------|----------------|
| 419 | 90 | 98 | 8010 | Perm Impr | 999999 | Contingencies | 17,863,641 | 16,173,721 | 1,689,920 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | Total Decreases | | 16,173,721 | |

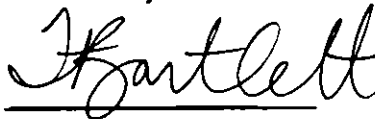
BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to carryforward the estimated total remaining cost for the road projects.

Respectfully Submitted
Requestor

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge



10/20/20

J.A. "ANDY" FARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

By Myrcetez Gowan-Perkins,
Deputy

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
McLennan County Courthouse
Waco, Texas 76701

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

I hereby request the following budget amendment for the fiscal year ending 09/30/2021

REQUESTED INCREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct #) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|---------------------|----------------|--------------------|----------------|
| 001 | 20 | 35 | 2200 | SO | 515106 | Protective Clothing | 76,498 | 19,518 | 96,016 |
| | | | | | | | | | |
| | | | | | | | - | - | - |
| | | | | | | Total Increases | | 19,518 | |

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 | 1,186,579 | 19,518 | 1,167,061 |
| | | | | | | | | | |
| | | | | | | | - | - | - |
| | | | | | | Total Decreases | | 19,518 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested increase "Protective Clothing" for the cost of items that were not received until 10/01/2020.

Respectfully Submitted
Requestor



Approved as to form
County Auditor



Approved by
Commissioners Court
County Judge



10/20/20

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

By Myrcetez Gowan-Perkins,
Deputy

ORDER APPROVING:
AUTHORIZATION OF BILLBOARD EXPENDITURE AND
USE OF COUNTY CREDIT CARD:

COUNTY SHERIFF

RE: FY 21 BUDGET

On this the 20 day of October, 2020, came on for consideration the matter Regarding the FY 21 Budget: County Sheriff: Authorization of Billboard Expenditure and Use of County Credit Card. After discussion, Commissioner Jones made a motion to approve and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same are hereby, approved by unanimous vote.

The Court went to G. Bids, RFP's, RFQ's, Quotations for Goods and Services.

AGENDA: OCTOBER 20, 2020

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

- | | |
|---|--|
| 1. Authorization of Recommendation for Bid 20-023: Rattler Hill Road - Creek Crossing Improvements | Approved <i>(See after Item F. 2. j. 2.)</i> |
| 2. Authorization of Electronic Log Program Proposal with Ryhan Technology Services (re: Highway 6 Jail) | Approved |
| 3. Ratification of Mail Ballot Activity Portal (MBAP) Proposal with VOTEC Corporation | Approved |

10:16

ORDER APPROVING:

AUTHORIZATION OF RECOMMENDATION FOR BID 20-023:
RATTLER HILL ROAD - CREEK CROSSING
IMPROVEMENTS

On this the 20 day of October, 2020, came on for consideration the matter of Authorization of Recommendation for Bid 20-023: Rattler Hill Road - Creek Crossing Improvements. After discussion, Commissioner Perry made a motion to approve G.1. the recommendation of the Purchasing Agent as well as the County Engineer and it was seconded by Commissioner Snell. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

Recommendation

| Court Date | Originating Department | Officiated By | Reference |
|-------------------|-------------------------------|----------------------|-------------------|
| 10-20-20 | County Engineer | Ken Bass | Bid 20-023 |

Background:

Bid for Rattler Hill Road – Creek Crossing Improvements
Bid First Advertised on September 17, 2020
Bids Due & Bid Opening October 8, 2020
Recommendation to Court October 20, 2020

Respondents:

JH Construction, LLC
Waco, TX 76710

\$ 184,130.84*

Mitchell Construction Company
Waco, TX 76706

\$ 147,114.00

As noted by lan-inc in the bid tabulations, the JH Construction bid, there was a mismatch between unit price and extended price. This did not make a material difference in the award to Mitchell Construction.

Recommendation:

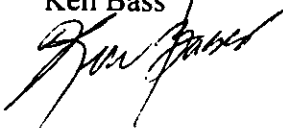
We recommend that McLennan County **grant the award** for Rattler Hill Road – Creek Crossing Improvements to **Mitchell Construction Company** in the amount of \$147,114. This amount includes the Ad Alternate #1.

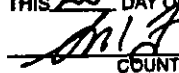
Why:

Mitchell Construction Company submitted the low bid.

See email with attached documents from Matthew Zipperlen with lan-inc, supporting the recommendation to Mitchell Construction.

Reviewed By:
Ken Bass



RECOMMENDATION
APPROVED BY COMMISSIONERS COURT
THIS 20 DAY OF OCT 2020

COUNTY JUDGE

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

By Myrcetez Gowan-Perkins,
Deputy

ORDER APPROVING:

AUTHORIZATION OF ELECTRONIC LOG PROGRAM PROPOSAL
WITH RYHAN TECHNOLOGY SERVICES
(RE: HIGHWAY 6 JAIL)

On this the 20 day of October, 2020, came on for consideration the matter of Authorization of Electronic Log Program Proposal with Ryhan Technology Services (re: Highway 6 Jail). 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.




Rhyan Technology Services
Proposed Cost for 56 new locations, customizations, and implementation

Phase III: Customization and System Configuration for New Locations

- Configure new location names
- Test system configuration with new locations
- Install 56 RFID locations (Onsite)
- Implementation (Onsite)
- 8 Tablets
- 8 Wands

Cost:

Total Cost: \$21,250.00

APPROVED BY COMMISSIONERS COURT
THIS 20 DAY OF DEC 2020

COUNTY JUDGE

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

By Myrcetez Gowan-Perkins,
Deputy

ORDER APPROVING:

**RATIFICATION OF MAIL BALLOT ACTIVITY PORTAL (MBAP)
PROPOSAL WITH VOTEC CORPORATION**

On this the 20 day of October, 2020, came on for consideration the matter of Ratification of Mail Ballot Activity Portal (MBAP) Proposal with VOTEC Corporation. After discussion, Commissioner Miller made a motion to approve G. 3. and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Ratification be, and the same is hereby, approved by unanimous vote.



VOTEC Corporation

PROPOSAL TO INSTALL MAIL BALLOT ACTIVITY PORTAL FOR THE MCLENNAN COUNTY ELECTIONS ADMINISTRATOR

Thank you for the opportunity to quote our Mail Ballot Activity Portal, known as MBAP.

HOW IT WORKS

- The Mail Ballot Activity Portal is imbedded into the county website by code provided by VOTEC. The Portal Header and Footer is customizable by the customer.
- MBAP is hosted in a secure database in the Oracle Cloud which accepts connections from your VEMACS database for events that occur with Mail Ballots.
- The Mail Ballot data is pushed to the MBAP cloud database every 2 minutes.
- The MBAP database contains very limited voter data.
Limited voter data is: Last Name, Birthdate, Driver's License, SSN4, VEMACS Voter ID, VUID
- The load on the VEMACS database is very light since all data flows out to MBAP and no data flows back to VEMACS. This is also good for security.

FEATURES

- Security Features
 - No VEMACS access
 - WAF with BOT Protection
 - Encryption at rest
 - SSL
- Multiple Languages
 - English
 - Spanish

SERVICES

- VOTEC Installation Services
 - Installing the MBAP components on the County VEMACS server.
 - Specifying the necessary HTTPS connections to the MBAP system and working with the technical department to get them working.
 - Providing Customer's technical department the iframe details necessary to incorporate the portal into the Customer's own web site.
 - Testing the system.
- Support Includes
 - Researching any ballot records that the County could not find in the portal.
 - Researching and resolving slow or unresponsive portal requests.
 - Maintaining Portal Backups and Updates.
 - Removing outdated records.
 - Cloud Hosting services.



VOTEC Corporation

- Support does not include the following (however billable services are available)
 - Reconfiguring County VEMACS system in the event County makes system or network changes.
 - Additional staff training due to staff turnover or attrition.

Based on your non-suspense voter count for the November 2019 Election, we propose:

| DESCRIPTION | UNIT | TOTAL |
|--|------------|-------------------|
| MBAP Initial Implementation fee (one-time cost) | \$2,500.00 | \$2,500.00 |
| Non-Suspense Voter Count for November 2019: 127,512 | \$0.02 | \$2,550.24 |
| Total Pricing including first year of support Support Coverage 10/01/2020 thru 09/30/2021 | | \$5,050.24 |

Annual support fee for 10/01/2021 thru 09/30/2022 will be based on the non-suspense voter count for the November 2020 Election.

Accepted by:

Kathy E. Tran-Vaughn
Customer Signature/Title

McLennan County
Elections
Administrator

9-28-20
Date

John Medcalf
VOTEC Signature/Title

CEO

9/28/20
Date

RATIFICATION
APPROVED BY COMMISSIONERS COURT
THIS 20 DAY OF Oct 2020
AMC
COUNTY JUDGE

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

By Myrcetez Gowan-Perkins,
Deputy

AGENDA: OCTOBER 20, 2020

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

- | | |
|--|--|
| 1. Authorization of Industrial Business Grant Agreement with Advanced Rail Systems, LLC | Approved <i>(See end of the Meeting)</i> |
| 2. Authorization of Sales Order Agreement and Service Agreement with CTWP (re: Copier for Auditor's Office) | Approved <i>(See after Item G. 3.)</i> |
| 3. Authorization of Monitoring / Service Agreements with LevelOne Technology, LLC: | |
| a. Regarding Information Technology | Approved |
| b. Regarding Road & Bridge, Precinct 2 | Approved |
| 4. Authorization of Professional Services Agreement and related Construction Materials Testing Proposal with Langerman Foster Engineering Company (re: Rattler Hill Road Creek Crossing / Proposal No. CMT 20-148) | Approved |
| 5. Authorization of Agreements for Legal Services to Indigent Parents Pursuant to Texas Family Code § 107.013: | |
| a. Sheehy, Lovelace, & Mayfield, P.C. | Approved |
| b. Sibley, Howell & McClinton | Approved |
| c. Dunnam & Dunnam, L.L.P. | Approved |
| d. Martinez & Martinez | Approved |
| e. Smith & Bratcher, P.C. | Approved |
| f. The Law Office of M. Bryon Barnhill, P.L.L.C. | Approved |
| g. McLeod & McLeod, L.L.P. | Approved |
| 6. Discussion and/or Action on Finalizing Internship Memorandum of Understanding with Connally Independent School District | Approved |
| 7. Authorization of Business Associate Agreement with WorkTerra | Approved |
| 8. Authorization of Master Service Agreement and related Documents with BKD, LLP (re: Grant Compliance Services) | Approved |

The Court went to Item H. 2. Authorization of Sales Order Agreement and Service Agreement with CTWP (re: Copier for Auditor's Office).

ORDER APPROVING:

**AUTHORIZATION OF SALES ORDER AGREEMENT AND SERVICE
AGREEMENT WITH CTWP (RE: COPIER FOR
AUDITOR'S OFFICE)**

On this the 20 day of October, 2020, came on for consideration the matter of Authorization of Sales Order Agreement and Service Agreement with CTWP (re: Copier for Auditor's Office). After discussion, Commissioner Miller 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.



CTWP
3730 Franklin Ave.
Waco, TX 76710

Sales Order Agreement

Mclennan County Auditor
214 N 4th Street, Suite 100
Waco TX 76701-1366

Date 10/12/2020
Buyer 0
P.O. # 0
Sales Rep Roxanne Burnett

Ship To

Mclennan County Auditor
214 N 4th Street, Suite 100
Waco, TX 76701-1366

Bill To

Mclennan County Auditor
214 N 4th Street, Suite 100
Waco, 76701-1366

Contact: Frances Bartlett
Phone/Fax: (254) 757-5156

Billing Contact: Frances Bartlett
Phone/Fax: (254) 757-5156 0

| | | | | | |
|------------------------|---|------------------------------|---|---------------------------|--------|
| Purchase Order: | 0 | Approx Delivery Date: | | Monthly Payment: | \$0.00 |
| Account Type: | 0 | Lease Months: | 0 | Color Base | 0 |
| B/W CPP | 0 | B/W Base | 0 | Color Printer Base | 0 |
| B/W Printer CPP | 0 | B/W Printer Base | 0 | | |

| Quantity | Product # | Description | Unit Price | Total Price |
|----------|-----------|--|-------------|-------------|
| 1 | AA7P011 | bizhub C550i bizhub C550i Printer/Copier/Scanner | \$14,323.28 | \$14,323.28 |
| 1 | A883012 | bizhub C550i FK-514 Fax Kit supports 1st & 2nd fax line - no mou | | |
| 1 | AAR4WY1 | bizhub C550i FS-539 Finisher (50 Sheets) plus manual stapler | | |
| 1 | AC28W11 | bizhub C550i PK-524 2/3 Hole Punch Unit (FS-539/FS-539SD) | | |
| 1 | A87JWY2 | bizhub C550i RU-513 Relay Unit | | |
| 1 | AAV5013 | bizhub C550i PC-416 Paper Feed Cabinet | | |

Comments/Special Instructions

| Delivery Time | Stairs/Count | Elevator | Connected | Delivery Type |
|---------------|--------------|----------|-----------|---------------|
| 0 | 0 | Yes | 0 | |

Delivery Instructions

0

Special Payment Terms & Due Dates

Subtotal \$14,323.28

Sales Tax Exempt

Delivery/Installation \$0.00

TOTAL AMOUNT \$14,323.28

Less Payment (Check #)

AMOUNT DUE \$14,323.28

Warranty/Maintenance Agreement

☒ Yes ☐ No

The terms and conditions appearing on the face and reverse side of this agreement correctly set forth the entire agreement between the parties. The terms and conditions contained on the reverse side of this agreement include limitations of warranty, exclusion of consequential and other special damages and other limitations of liability. Customer acknowledges by its signature that it has read and understands it and that it constitutes the entire agreement, understandings, and representations, express or implied, between customer and Dealer, with respect to hardware, supply, media, or documentation furnished or to be furnished hereunder and that this agreement supersedes all prior communications between the parties including all oral or written proposals. By executing this agreement, I acknowledge that I have read and understand this agreement and certify that I am authorized to execute this agreement on behalf of customer.

Customer Acceptance

Dealer Representative

| Authorized Signature/Date | Print Name | Title | Signature | Date |
|---------------------------|-----------------|--------------|-----------------|----------|
| X Scott M. Felton | SCOTT M. FELTON | COUNTY JUDGE | Roxanne Burnett | 10-12-20 |

Terms and Conditions

1. Acceptance by CTWP of contract: If service contract is requested after any non-covered period including equipment not initially sold by CTWP, machine must first be inspected by CTWP. Customer shall bear any and all costs necessary to bring machine up to specifications. Invoices shall be due and payable by the customer for all equipment, accessories, supplies or maintenance purchased pursuant to this agreement (The "Goods and Services"), within the time period specified on the front side of this document. Customer shall pay all applicable sales tax, installation and freight charges. If customer fails to make any payment when due, there will be a service charge of five percent (5%) of the total amount due, together with an interest rate of one and one-half percent (1 1/2%) per month of the total amount due or the maximum legal rate allowed by law, whichever is less. Customer shall pay a \$35.00 service charge on any and all returned checks. Customer shall pay all collection expenses incurred by CTWP, including but not limited to, court, attorneys and accounting fees, if required.
2. Taxes. Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes assessable on the equipment) and fees charged relative to this agreement. Customer agrees to reimburse CTWP for all amounts paid or payable by CTWP in discharge of the foregoing taxes. Customer shall not be responsible for taxes based on CTWP's gross or net income.
3. Default. If Customer is in default of any term or condition, seller may cancel this agreement in whole or part at any time upon ten- (10) day's written notice. If seller cancels the agreement the agreement will be prorated based upon the unused portion of the term of the agreement. Any amount due to seller will be invoiced and is payable upon receipt. Any amounts due to the customer will be applied to any unpaid invoices prior to refund.
4. Availability. Customer agrees that the goods are subject to availability and seller reserves the right to substitute models of like specification if practicable. Seller may cancel any order or any part of an order without cause at any time and without penalty, and seller's sole obligation shall be to return any down payment paid by customer. If parts become unavailable for discontinued equipment, seller reserves the right to delete said equipment in accordance with the terms of this agreement.
5. Delivery and Installation. Seller shall use its standard packaging. Seller shall choose the method of delivery; seller reserves the right to deliver the goods in installments. Customer will pay an invoice when due, without regard to delivery or non-delivery of subsequent installments. Delay in delivery of any installments shall not relieve customer of its obligations to accept remaining installments. Equipment shall be installed in accordance with manufacturer's specification. At customer's sole cost and expense, customer shall insure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all costs and expenses for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines) and equipment line cord is not covered by this agreement.
6. All supplies included in this contract are the sole possession of CTWP until consumed.
7. All supplies are defaulted to ship via ground services and customer will be charged accordingly.
8. Sellers. Liability is limited to the cost of purchased products by the customer from seller. Seller shall not be liable for any special damages, including but not limited to damages due to loss of data or information of any kind, loss of or damage to revenue, profits or goodwill, damages due to interruption of business, damage to customer's computers or networks, even if the seller has been advised of the possibility of such damages.
9. Seller. Seller shall under no circumstances be liable for any special, exemplary, punitive, incidental or consequential damages regardless of the cause.
10. Service. To obtain service, customer must call seller's Customer Service or submit request via email (service@ctwp.com). Serial number or Machine ID is required for service requests.
11. Renewal/Termination. This is an annual contract that will automatically renew yearly after the initial period unless cancelled by customer by certified mail thirty-(30) days prior to anniversary date. Said automatic renewal is to provide uninterrupted coverage to customer. This contract will increase in cost annually to adjust with equipment age. This agreement is subject to acceptance by CTWP and will remain in force until cancelled as stated above. CTWP reserves the right to cancel this contract as its discretion upon ten- (10) day's written notice.
12. Remedial Maintenance. During the term of this agreement CTWP agrees to perform the maintenance and repair that will keep the equipment in good working order and condition, normal wear and tear included. If CTWP is notified by a customer during the term of the agreement that the equipment is not in good working condition, CTWP will, during CTWP's established service hours make necessary adjustments and repairs including replacement of parts, or replace the equipment versus repair at CTWP's option. CTWP's service hours are 8:00am to 5:00pm Monday thru Friday Central Time, excluding holidays. CTWP may from time to time adjust these hours as may be required in the course of business, at which time the customer will be advised. Service at times other than CTWP established hours may be furnished on "as available basis" at published rates then in effect. Replacement parts may have been used and/or reconditioned. Parts that have been replaced will remain the property of CTWP.
13. CTWP will replace without charge, parts which have been broken or worn through normal use and are necessary to machine servicing and maintenance adjustments, including consumables such as toner, developer, drums and fuser rollers within the limits of their suggested yield. (Paper and Staples are excluded). Additional toner requested beyond 125% of manufacturer's specifications is subject to additional charges.
14. Customer Responsibility. Customer will be responsible for the daily care and cleaning of the top glass, dusting equipment, replenishing toner, replacing disposal tank, clearing jams, reporting meter reads, etc., (where applicable). It is the customer's responsibility to provide a key operator who shall be responsible for normal operator functions listed above. In addition, it is the customer's responsibility to provide CTWP with meter readings as needed. If current meter reading is NOT submitted to seller, CTWP will use an estimated meter reading based on service history for billing period. If after 3 consecutive estimated meter reads CTWP will assess a charge of 25.00 per billing period per non-reporting device. An image is defined as a standard 8 1/2 x 11 single sided print.
15. Customer agrees that CTWP will not be held accountable to make adjustments, repairs or replacements if CTWP is not provided reasonable access to the equipment.
16. Assignment. This agreement shall not be assigned by customer without seller's express written consent. In the event that seller assigns any of its obligations under this agreement, seller shall remain primarily responsible to perform those obligations. Any claim or defense customer may have relating to those obligations must be asserted on or against seller and not its assignee.
17. Notices. All notices required to be given under this agreement shall be in writing and shall be sent by U.S. first class mail to the parties at the address listed on the front of this agreement.
18. Indemnification. Customer shall bear all risk of theft, loss or damage not caused by seller's employees or agents, to all goods installed under this agreement. Customer agrees to indemnify, defend and hold harmless seller, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorneys' fees) arising or customers use of the goods, including but not limited to liabilities arising from bodily injury, including death, or property damage to any person, unless caused solely as the result of a negligent or intentional act or omission by seller.
19. Seller shall indemnify customer against any costs, losses, damages or liability incurred by customer as the result of any third party's claim of infringement of its patent, copyright trademark which claim arises out of the use of the product by customer. Customer shall immediately notify seller in writing of such claim or demand. Seller shall have the sole right to control, and defense, thereof, and customer agrees that it will not settle any such claim against itself without the prior written consent of seller. Provided however, that seller shall not indemnify customer with respect to any claim relating to product(s) which is/are manufactured according to customer's instructions, or modified by customer or combined with other non-seller products, equipment, systems and/or processes. Failure of customer to provide timely notification of claim to seller shall relieve seller of its obligation to indemnify customer.
20. Force Majeure. Neither party shall be responsible for delays or failure in performance of this agreement (other than failure to make payment) to the extent that such party was hindered in its performance by act of god, abuse, misuse, excess of voltage or power surges, repairs other than those provided by CTWP authorized personnel, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
21. Severability. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of the remaining provisions of this agreement.
22. Applicable Law. This agreement shall be governed by the laws of the State of Texas and the Uniform Commercial Code as adopted therein without regard to choice of law principles. In the event of litigation or other proceedings by seller to enforce or defend any term or provision of this agreement customer agrees to pay all costs and expenses sustained by seller, including but not limited to, reasonable attorney's fees.
23. Customer Documentation. Customer agrees that any purchase order or other documentation issued to seller covering the goods or services is issued for purposes authorization and customer's internal use only, and any conditions contained therein shall not modify or add to the terms and conditions of this agreement.
24. Acceptance. This agreement and its terms and conditions shall not take effect until accepted and executed by an authorized seller representative.

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

By Myrcetez Gowan-Perkins,
Deputy

ORDER APPROVING:

**AUTHORIZATION OF MONITORING / SERVICE AGREEMENTS
WITH LEVELONE TECHNOLOGY, LLC:**

RE: INFORMATION TECHNOLOGY

On this the 20 day of October, 2020, came on for consideration the matter of Authorization of Monitoring / Service Agreements with LevelOne Technology, LLC:: Regarding Information Technology. 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

LEVELONE TECHNOLOGY

Network Infrastructure Solutions

MONITORING/SERVICE AGREEMENT

This agreement is made this 6th day of October of 2020 by and between **LevelOne Technology, LLC**, hereinafter called "DEALER," and Mclennan County IT Services, hereinafter called "Subscriber."

Primary Contact Information

Name: Lisa Fetsch

Phone: (254) 757-5164

1. **SYSTEM:** DEALER agrees to provide monitoring service, without liability and not as an insurer, for the alarm system, hereinafter referred to as the "system," set forth below under SYSTEM DESCRIPTION, on the premises of Subscriber located at 500 Columbus Ave, Waco, Tx 76701

_____, hereinafter referred to as "premises."

2. SYSTEM DESCRIPTION:

1. TYPE of PREMISES

☐ RESIDENTIAL

☐ COMMERCIAL

☐ INSTITUTIONAL

☒ OTHER govt

2. TYPE of SYSTEM

☒ BURGLARY

☐ FIRE ALARM

☐ MEDICAL

☐ HOLDUP

3. SERVICE(S)

☐ INSPECTIONS

☒ ALARM MONITORING

☒ OPEN/CLOSE MONITORING

☐ WEEKLY ACTIVITY REPORTS

☐ OTHER

3. **TERM AND PAYMENT:** Subscriber hereby agrees to pay DEALER, its agents or assigns, the sum of \$ 240 per Year, commencing on October 6, 2020, and continuing on a yearly basis for 1 years. After one year, the agreement will become year to year at which time either of the parties can terminate by giving the other at least thirty (30) days written notice. Billed ~~quarterly~~ in advance ~ yes ☒ no ☐
annually

4. **ALARM MONITORING SERVICE:** DEALER, its agents or assigns, upon receipt of an alarm signal from the premises of the Subscriber, shall, without warranty, make a reasonable effort to do the following: (a) Upon receipt of a burglar alarm signal, transmit the alarm to the Public Police Department and to notify the Subscriber or his designated

representative by calling the telephone number supplied to DEALER in writing by Subscriber, (b) Upon receipt of a hold-up alarm signal, transmit the alarm to the Public Police Department, (c) Upon receipt of a sprinkler water flow signal, manual or automatic fire alarm signal, transmit the alarm to the Public Fire Department and to notify Subscriber or his designated representative by calling the telephone number supplied to DEALER in writing by Subscriber, (d) Upon receipt of a medical alarm signal, transmit the alarm to the Public Ambulance Service and to notify Subscriber or his designated representative by calling the telephone number supplied to DEALER in writing by Subscriber

5. OPEN/CLOSE MONITORING SERVICE: (OPTIONAL) If elected as an optional service by Subscriber, as indicated in paragraph 2 of this agreement, Subscriber agrees to furnish to DEALER forthwith a list of the names of all persons authorized to enter the premises of Subscriber during the regularly scheduled closed periods. Such persons shall be supplied by DEALER with an access number. Subscriber agrees to furnish DEALER forthwith with an authorized daily open and closed schedule in writing. All changes, revisions and modifications to the above shall be supplied to DEALER in writing. DEALER, its agents or assigns, upon receipt of an opening signal from the premises of the Subscriber during a closed period as specified by the schedule furnished by the Subscriber, shall, without warranty, make a reasonable effort to transmit a burglar alarm signal to the Public Police Department and to notify the Subscriber or his designated representative by calling the telephone number supplied to DEALER in writing by Subscriber, unless notified by telephone, within two (2) minutes before or after, receipt of such opening signal, and an entry into Subscriber premises by any person using an authorized access number.

In the event that no closing is received from the premises of the Subscriber on or before the beginning of a scheduled closed period, DEALER, its agents or assigns, shall without warranty, make a reasonable effort to notify the Subscriber or his designated representative by calling the telephone number supplied to DEALER in writing by Subscriber, unless notified by telephone, prior to the scheduled closed period, of a late closing by a person using an authorized access number.

6. WEEKLY ACTIVITY REPORTING SERVICE: (OPTIONAL) If selected as an optional service by Subscriber, as indicated in paragraph 2 of this agreement, DEALER, its agents or assigns, shall, without warranty, furnish to the Subscriber at the address specified in writing by the Subscriber, a weekly record of all signals received by DEALER from the premises of the Subscriber.

7. LIQUIDATED DAMAGES, INDEMNIFICATION, AND EXCLUSION OF WARRANTIES: IT IS MUTUALLY AGREED THAT DEALER IS NOT ASSUMING RESPONSIBILITY FOR ANY LOSSES WHICH MAY OCCUR EVEN IF DUE TO DEALER NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT. THE PARTIES MUTUALLY AGREE TO EXCLUDE, WAIVE, AND DISCLAIM, WITH RESPECT TO DEALER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES PURSUANT TO THIS AGREEMENT, ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES PROVIDED BY DEALER WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED.

IF NOTWITHSTANDING, THE ABOVE PROVISIONS, THERE SHOULD EVER ARISE ANY LIABILITY ON THE PART OF DEALER, SUCH LIABILITY SHALL BE LIMITED TO \$250.00. THIS SUM SHALL BE THE COMPLETE LIMIT OF DEALER'S LIABILITY AND SHALL NOT BE DEEMED AS A PENALTY.

SUBSCRIBER AGREES TO AND SHALL INDEMNIFY AND SAVE HARMLESS DEALER, ITS EMPLOYEES AND AGENTS, FROM AND AGAINST ALL THRID PARTY CLAIMS, LAWSUITS, AND LOSSES ALLEGED TO ARISE FROM DEALER'S

PERFORMANCE, NEGLIGENCE PERFORMANCE, OR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.

8. **SUBSCRIBER'S RESPONSIBILITY:** Subscriber shall carefully and properly set the system immediately prior to the closing of premises and carefully test the system periodically during the term of this agreement. Subscriber may have shunts, whether manual or automatic, which, in the event a segment or portion of this system becomes inoperative, would permit the operation of the remainder of this system. Subscriber recognizes that if said shunts are in operation, a portion of his system will not provide protection and it is Subscriber's responsibility to immediately notify DEALER that said shunts are in operation. Subscriber agrees to be solely responsible for setting the system at closing time.

9. **TELEPHONE AND UTILITY COMPANY FAILURE:** Signal may be generated by power supplied by an electric utility and transmitted over telephone company lines which are wholly beyond the control and jurisdiction of DEALER and which are maintained and serviced by the applicable telephone company or utility, and DEALER specifically disclaims any liability for discontinuation or interruption of service or failure to transmit signals caused by defect or failure to provide continuous service on the part of the telephone company or utility.

10. **SUSPENSION OR CANCELLATION OF THIS AGREEMENT:** This agreement may be suspended or canceled, without notice and without liability or penalty, at the option of the DEALER, in the event DEALER's monitoring provider, connecting wires or other equipment are destroyed by fire, other catastrophe or by any other means, or is so substantially damaged that it is impractical to continue service, or in the event that DEALER is unable to either secure or retain the connections or privileges necessary for the transmission of signals between Subscriber's premises and DEALER'S monitoring provider and the Public Police and Fire Department for any reason whatsoever.

11. **ASSIGNMENT:** DEALER shall have the right to assign this contract to any other person, firm or corporation without notice to the Subscriber, and shall have the further right to sub-contract any services which it may perform.

This contract shall be binding upon the successors, executors, personal representative, and assigns of the parties hereto. Any party accepting the benefits under this contract, whether named herein or not, who pays the consideration set out herein to DEALER shall be deemed to accept the benefits of this contract, subject to the terms and conditions set out herein.

I have read and hereby agree to the terms and conditions of this Contract and understand that I am bound by these terms.

BY

Brandon Armstrong

DEALER

Scott M. Felton
SCOTT M. FELTON, COUNTY JUDGE
SUBSCRIBER

10/20/20

DEALER is licensed and regulated by the Texas Board of Private Investigators and Private Security Agencies, P.O. Box 13509, Austin, Texas 78711, 512-475-3944. Our License Numbers are B-20803 (Security) and ACR-2097588 (Fire).

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

By Myrcetez Gowan-Perkins,
Deputy

ORDER APPROVING:

**AUTHORIZATION OF MONITORING / SERVICE AGREEMENTS
WITH LEVELONE TECHNOLOGY, LLC:**

RE: ROAD & BRIDGE, PRECINCT 2

On this the 20 day of October, 2020, came on for consideration the matter of Authorization of Monitoring / Service Agreements with LevelOne Technology, LLC: Regarding Road & Bridge, Precinct 2. After discussion, Commissioner Miller 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

LEVELONE TECHNOLOGY

Network Infrastructure Solutions

MONITORING/SERVICE AGREEMENT

This agreement is made this 6th day of October of 2020 by and between LevelOne Technology, LLC, hereinafter called "DEALER," and Mclennan County Road and Bridge 2, hereinafter called "Subscriber."

Primary Contact Information

Name: Patricia Miller

Phone: (254) 757-5062

1. **SYSTEM:** DEALER agrees to provide monitoring service, without liability and not as an insurer, for the alarm system, hereinafter referred to as the "system," set forth below under SYSTEM DESCRIPTION, on the premises of Subscriber located at 2325 Battle Road, Mart, Tx 76664

_____, hereinafter referred to as "premises."

2. SYSTEM DESCRIPTION:

| 1. TYPE of PREMISES | 2. TYPE of SYSTEM | 3. SERVICE(S) |
|---|--|---|
| <input type="checkbox"/> RESIDENTIAL | <input checked="" type="checkbox"/> BURGLARY | <input type="checkbox"/> INSPECTIONS |
| <input type="checkbox"/> COMMERCIAL | <input type="checkbox"/> FIRE ALARM | <input checked="" type="checkbox"/> ALARM MONITORING |
| <input type="checkbox"/> INSTITUTIONAL | <input type="checkbox"/> MEDICAL | <input checked="" type="checkbox"/> OPEN/CLOSE MONITORING |
| <input checked="" type="checkbox"/> OTHER _____ | <input type="checkbox"/> HOLDUP | <input type="checkbox"/> WEEKLY ACTIVITY REPORTS |
| | | <input type="checkbox"/> OTHER _____ |

3. **TERM AND PAYMENT:** Subscriber hereby agrees to pay DEALER, its agents or assigns, the sum of \$ 240 per Year, commencing on October 6, 2020, and continuing on a yearly basis for 1 years. After one year, the agreement will become year to year at which time either of the parties can terminate by giving the other at least thirty (30) days written notice. Billed ~~quarterly~~ annually in advance ~ yes ☒ no ☐

4. **ALARM MONITORING SERVICE:** DEALER, its agents or assigns, upon receipt of an alarm signal from the premises of the Subscriber, shall, without warranty, make a reasonable effort to do the following: (a) Upon receipt of a burglar alarm signal, transmit the alarm to the Public Police Department and to notify the Subscriber or his designated

representative by calling the telephone number supplied to DEALER in writing by Subscriber, (b) Upon receipt of a hold-up alarm signal, transmit the alarm to the Public Police Department, (c) Upon receipt of a sprinkler water flow signal, manual or automatic fire alarm signal, transmit the alarm to the Public Fire Department and to notify Subscriber or his designated representative by calling the telephone number supplied to DEALER in writing by Subscriber, (d) Upon receipt of a medical alarm signal, transmit the alarm to the Public Ambulance Service and to notify Subscriber or his designated representative by calling the telephone number supplied to DEALER in writing by Subscriber

5. OPEN/CLOSE MONITORING SERVICE: (OPTIONAL) If elected as an optional service by Subscriber, as indicated in paragraph 2 of this agreement, Subscriber agrees to furnish to DEALER forthwith a list of the names of all persons authorized to enter the premises of Subscriber during the regularly scheduled closed periods. Such persons shall be supplied by DEALER with an access number. Subscriber agrees to furnish DEALER forthwith with an authorized daily open and closed schedule in writing. All changes, revisions and modifications to the above shall be supplied to DEALER in writing. DEALER, its agents or assigns, upon receipt of an opening signal from the premises of the Subscriber during a closed period as specified by the schedule furnished by the Subscriber, shall, without warranty, make a reasonable effort to transmit a burglar alarm signal to the Public Police Department and to notify the Subscriber or his designated representative by calling the telephone number supplied to DEALER in writing by Subscriber, unless notified by telephone, within two (2) minutes before or after, receipt of such opening signal, and an entry into Subscriber premises by any person using an authorized access number.

In the event that no closing is received from the premises of the Subscriber on or before the beginning of a scheduled closed period, DEALER, its agents or assigns, shall without warranty, make a reasonable effort to notify the Subscriber or his designated representative by calling the telephone number supplied to DEALER in writing by Subscriber, unless notified by telephone, prior to the scheduled closed period, of a late closing by a person using an authorized access number.

6. WEEKLY ACTIVITY REPORTING SERVICE: (OPTIONAL) If selected as an optional service by Subscriber, as indicated in paragraph 2 of this agreement, DEALER, its agents or assigns, shall, without warranty, furnish to the Subscriber at the address specified in writing by the Subscriber, a weekly record of all signals received by DEALER from the premises of the Subscriber.

7. LIQUIDATED DAMAGES, INDEMNIFICATION, AND EXCLUSION OF WARRANTIES: IT IS MUTUALLY AGREED THAT DEALER IS NOT ASSUMING RESPONSIBILITY FOR ANY LOSSES WHICH MAY OCCUR EVEN IF DUE TO DEALER NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT. THE PARTIES MUTUALLY AGREE TO EXCLUDE, WAIVE, AND DISCLAIM, WITH RESPECT TO DEALER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES PURSUANT TO THIS AGREEMENT, ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES PROVIDED BY DEALER WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED.

IF NOTWITHSTANDING, THE ABOVE PROVISIONS, THERE SHOULD EVER ARISE ANY LIABILITY ON THE PART OF DEALER, SUCH LIABILITY SHALL BE LIMITED TO \$250.00. THIS SUM SHALL BE THE COMPLETE LIMIT OF DEALER'S LIABILITY AND SHALL NOT BE DEEMED AS A PENALTY.

SUBSCRIBER AGREES TO AND SHALL INDEMNIFY AND SAVE HARMLESS DEALER, ITS EMPLOYEES AND AGENTS, FROM AND AGAINST ALL THRID PARTY CLAIMS, LAWSUITS, AND LOSSES ALLEGED TO ARISE FROM DEALER'S

PERFORMANCE, NEGLIGENCE PERFORMANCE, OR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.

8. **SUBSCRIBER'S RESPONSIBILITY:** Subscriber shall carefully and properly set the system immediately prior to the closing of premises and carefully test the system periodically during the term of this agreement. Subscriber may have shunts, whether manual or automatic, which, in the event a segment or portion of this system becomes inoperative, would permit the operation of the remainder of this system. Subscriber recognizes that if said shunts are in operation, a portion of his system will not provide protection and it is Subscriber's responsibility to immediately notify DEALER that said shunts are in operation. Subscriber agrees to be solely responsible for setting the system at closing time.

9. **TELEPHONE AND UTILITY COMPANY FAILURE:** Signal may be generated by power supplied by an electric utility and transmitted over telephone company lines which are wholly beyond the control and jurisdiction of DEALER and which are maintained and serviced by the applicable telephone company or utility, and DEALER specifically disclaims any liability for discontinuation or interruption of service or failure to transmit signals caused by defect or failure to provide continuous service on the part of the telephone company or utility.

10. **SUSPENSION OR CANCELLATION OF THIS AGREEMENT:** This agreement may be suspended or canceled, without notice and without liability or penalty, at the option of the DEALER, in the event DEALER's monitoring provider, connecting wires or other equipment are destroyed by fire, other catastrophe or by any other means, or is so substantially damaged that it is impractical to continue service, or in the event that DEALER is unable to either secure or retain the connections or privileges necessary for the transmission of signals between Subscriber's premises and DEALER'S monitoring provider and the Public Police and Fire Department for any reason whatsoever.

11. **ASSIGNMENT:** DEALER shall have the right to assign this contract to any other person, firm or corporation without notice to the Subscriber, and shall have the further right to sub-contract any services which it may perform.

This contract shall be binding upon the successors, executors, personal representative, and assigns of the parties hereto. Any party accepting the benefits under this contract, whether named herein or not, who pays the consideration set out herein to DEALER shall be deemed to accept the benefits of this contract, subject to the terms and conditions set out herein.

I have read and hereby agree to the terms and conditions of this Contract and understand that I am bound by these terms.

BY Brandon Armstrong
DEALER

Scott M. Fenton
SCOTT M. FENTON, COUNTY JUDGE 10/20/20
SUBSCRIBER

DEALER is licensed and regulated by the Texas Board of Private Investigators and Private Security Agencies, P.O. Box 13509, Austin, Texas 78711, 512-475-3944. Our License Numbers are B-20803 (Security) and ACR-2097588 (Fire).

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

By Myrcetez Gowan-Perkins,
Deputy

ORDER APPROVING:

**AUTHORIZATION OF PROFESSIONAL SERVICES AGREEMENT AND
RELATED CONSTRUCTION MATERIALS TESTING PROPOSAL WITH
LANGERMAN FOSTER ENGINEERING COMPANY (RE: RATTLER
HILL ROAD CREEK CROSSING / PROPOSAL
NO. CMT 20-148)**

On this the 20 day of October, 2020, came on for consideration the matter of Authorization of Professional Services Agreement and related Construction Materials Testing Proposal with Langerman Foster Engineering Company (re: Rattler Hill Road Creek Crossing / Proposal No. CMT 20-148). 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.



**LANGERMAN FOSTER
ENGINEERING COMPANY**

October 12, 2020

McLennan County
501 Washington Avenue
Waco, Texas 76701

Attention: Mr. Zane Dunham

Reference: Construction Materials Testing Proposal
Rattler Hill Road Creek Crossing
McLennan County, Texas
LFE Proposal No. CMT 20-148

Dear Mr. Dunham:

We are pleased to present this proposal for construction materials testing services for Rattler Hill Road Creek Crossing in McLennan County, Texas. Our understanding is that the scope of services for the project includes soil testing and concrete testing.

The attached Fee Schedule is applicable for the proposed work, and will be in effect for the duration of the project. This assumes that the project commences within 6 months of the date of this proposal. The total cost of testing services will depend on the efficiency of the contractor. The cost does not include re-tests and assumes construction practices that LFE has found to be common in the Central Texas area. We respectfully suggest that the Client review the attached estimate for general conformance with their understanding and expectation of the CMT requirements.

Our attached estimate of \$7,384 is based on quantities provided by Mr. Matthew Zipperlen, P. E. of Lockwood, Andrews, & Newnam, Inc.

If this proposal meets with your expectations, please sign and date in the space at the end of the Agreement and return a copy for our files. In the absence of Client's signature, Client agrees that oral acceptance and/or Client's initiation of services constitutes formal acceptance of all terms and conditions of this proposal and Agreement. We look forward to working with you on this project.

Best Regards,
LANGERMAN FOSTER ENGINEERING COMPANY
Texas Registered Engineering Firm No. F-13144

Ronnie Poston

Ronnie Poston
Project Manager

Attachments: Fee Schedule, Basis for Charges, Estimate, Professional Services Agreement
cc: Mr. Matthew Zipperlen, P. E. MCZipperlen@LAN-Inc.com



SCOPE OF SERVICES

RATTLER HILL ROAD CREEK CROSSING

MCLENNAN COUNTY, TEXAS

General: Langerman Foster (LFE) will provide construction material testing and special observation services on an "as called" basis. For this purpose, we agree to provide a technician to conduct tests in the field and/or to sample materials at the direction of the client's designated representative, and to deliver samples to our laboratory for testing. It is the responsibility of the general contractor, or the client's representative, to determine the tests that are required per the project plans and specification, and to provide proper notice to schedule our technician.

LFE is not managing the testing for this project and is not providing construction materials engineering services.

Testing Services: Specific testing requirements are listed in the project plans and specifications. Our general understanding of the workscope is listed below.

1. Compaction testing of subgrade, embankment fill, lime treated subgrade, and base

- a. Sample subgrade, embankment fill, and lime treated subgrade, and deliver to LFE laboratory for reference tests as listed below.
 - Moisture Density Curves
 - Atterberg Limits Tests
 - Material Gradations
- b. Provide part time observation of compaction operations and take field nuclear density tests to verify compaction.
- c. Perform in-place gradations on lime treated subgrade and mold strength specimens.
- d. Perform depth checks on lime treated subgrade and base.
- e. Prepare report of test results.

2. Concrete strength and consistency tests

- a. Sample concrete and test for the following:
 - Slump
 - Temperature
 - Air Content (if required)
 - Unit Weight (if required)
- b. Sample concrete and prepare test cylinders.
- c. Cure test cylinders and conduct compression strength tests.
- f. Prepare report of test results.

LFE provides additional services, and costs for those services will be supplied upon request.



**CMT FEE SCHEDULE AND BASIS OF CHARGES
(AS OF NOVEMBER 1, 2018)**

PROFESSIONAL STAFF RATES

| | |
|-------------------------------------|--------------|
| Engineer (PE) | \$170 / hour |
| Engineer-in-Training (EIT) | \$120 / hour |
| Structural Steel Technician | 100 / hour |
| Supervisory Technician | 75 / hour |
| Field Technician | 57 / hour |
| Administrative/Word Processor | 57 / hour |

CONSTRUCTION MATERIALS TESTING SERVICES

| | |
|---|-------------|
| Soil Moisture Content | 10 / each |
| Sieve Analysis | 95 / each |
| #200 Sieve Only | 36 / each |
| Air Content (when no cylinders are made) | 32 / each |
| Concrete Slump (when no cylinders are made) | 21 / each |
| Concrete cylinders w/slump and air (if required) plus technician time | 24 / each |
| Upcharge of \$5 per cylinder if 6"x12" are required instead of 4"x8" | 5 / each |
| Flexural Beam Tests, w/slump and air (if required) plus technician time | 38 / each |
| Concrete Unit Weight | 32 / each |
| Atterberg Limits | 95 / each |
| Moisture-Density Relations | |
| - ASTM D698* | 275 / each |
| - ASTM D1557* | 275 / each |
| - TEX-113-E* | 335 / each |
| - TEX-114-E*, PI>20 | 335 / each |
| Field Density Tests | |
| - Nuclear Method, per test (Minimum 3) plus technician time | 24 / each |
| Wet Ball Mill (TEX 115E)* | 280 / each |
| Lime Series (ASTM D6276)* | 200 / each |
| HMAC Extraction/Gradation | 285 / each |
| HMAC Molding/Bulk Density, Texas Gyratory Mold | 170 / each |
| HMAC Superpave Molding/Bulk Density | 254 / each |
| HMAC Maximum Theoretical Specific Gravity | 74 / each |
| Fireproofing Adhesion | 25 / each |
| Fireproofing Density | 25 / each |
| Vehicle Fee (per round trip to local jobsite) | 42 / each |
| - Mileage outside of Waco, Temple, Belton, and Killeen city limits | 0.65 / mile |
| Vehicle Fee for Steel Services (from Austin) | 138 / each |
| Report Fee (per each report issued) | 20 / each |

Quotes for other tests upon request

*These tests usually require companion tests and services such as Atterberg Limits and gradation testing, which are additional costs.



BASIS OF CHARGES

1. Prices listed are for services most frequently performed. Prices for other services provided by the firm or other services not listed will be given upon request, as well as special quotations for programs involving volume work.
2. Invoices will be issued on a periodic basis, or upon completion of a project, whichever is sooner. The net cash amount of this invoice is payable on presentation of the invoice.
3. A two-hour minimum charge will be made for all field services, portal to portal.
4. A fee of \$20 applies for each test report issued. Reports will be issued via e-mail. If hard copy reports are requested via US mail, then additional charges will apply.
5. Time worked in excess of 8 hours per day, before 7 am or after 5 pm, or weekend\holiday work will be charged at 1.5 times the hourly and unit rates.
6. Per diem will be charged at a rate of \$200 per day per person or expenses plus 20%, whichever is greater. Per diem will be charged for all projects in excess of 50 miles from Waco if overnight stays are required.
7. Outside services will include a 20% markup unless otherwise noted.
8. All samples will be disposed at the completion of the test unless prior arrangements are made. LFE does not accept environmental or contaminated samples.
9. A vehicle fee of \$42 per trip will be applicable within the city limits of Temple/Belton/Killeen and Waco. An additional charge of \$0.65 per mile will apply outside of the city limits.



**Construction Materials Fee Estimate
Rattler Hill Road Creek Crossing
McLennan County, Texas**

| Description | Quantity | Unit | Charge |
|------------------------------------|----------|---------------|-------------------|
| Earthwork | | | |
| Nuclear Field Density (min 3/trip) | 15 | \$24.00 | \$360.00 |
| Soil Technician | 10 | \$57.00 | \$570.00 |
| D698 or D1557 Proctor | 2 | \$275.00 | \$550.00 |
| Atterberg Limits | 2 | \$95.00 | \$190.00 |
| (-) 200 Sieve Wash Test | 2 | \$36.00 | \$72.00 |
| In Place Gradation | 1 | \$36.00 | \$36.00 |
| Lime Depth Checks | 12 | \$12.00 | \$144.00 |
| Concrete | | | |
| Rebar Observation | 16 | \$57.00 | \$912.00 |
| Concrete Technician | 18 | \$57.00 | \$1,026.00 |
| Concrete Test Cylinders | 33 | \$24.00 | \$792.00 |
| Cylinder Pick-Up | 8 | \$57.00 | \$456.00 |
| Vehicle and Report Charges | | | |
| Vehicle Use Fee | 27 | \$68.00 | \$1,836.00 |
| Report Charge | 22 | \$20.00 | \$440.00 |
| | | TOTAL: | \$7,384.00 |

Professional Services Agreement

This agreement is between Langerman Foster Engineering Company, LLC (hereafter termed CONSULTANT) and the undersigned Company, or individual person if not a company (hereafter termed CLIENT). CLIENT employs CONSULTANT to provide engineering and related services in connection with the CLIENT's project, described as follows and hereinafter referred to as THE PROJECT.

Project Description:

RATTLER HILL ROAD CREEK CROSSING IN MCLENNAN COUNTY, TEXAS as described in LFE Proposal No. CMT 20-148,
Dated October 12, 2019

Services shall be provided in general accordance with the accompanying proposal, which is part of this Agreement.

1.0 SERVICES. CONSULTANT WILL:

- 1.1 Endeavor to act for CLIENT using that degree of care and skill (standard of care) ordinarily exercised by competent engineering consultants practicing in the same or similar locality of THE PROJECT site.
- 1.2 Perform the proposed services under the general direction of a licensed Professional Engineer.
- 1.3 Provide written reports in electronic format only. Additional hardcopy reports may be provided upon request at negotiated cost.
- 1.4 Retain pertinent records relating to the services performed for five years following submission of the report, during which period the records can be made available upon request to CLIENT during normal office hours.
- 1.5 Be responsible for the safe conduct only of CONSULTANT's employees on the site, but not for the safe conduct or safety of any others.
- 1.6 Retain samples for a period of no longer than 30 days after issuing any document that includes the data obtained from the samples.
- 1.7 Contact the Texas 811 system for utility locations; however, be aware that the Texas 811 system only locates buried utilities within existing public easements and right-of-ways. All private on-site utilities such as irrigation lines, fire lines, electric lines, gas lines, and any other underground features (if any) must be located at the site and clearly marked by CLIENT. We can provide names of private utility locaters that CLIENT can retain directly for these services. CONSULTANT will not be responsible for damages to any underground utilities that are not located and clearly marked at the site by CLIENT.

2.0 CLIENT'S RESPONSIBILITIES. CLIENT WILL:

- 2.1 Provide CONSULTANT full information regarding the project for the proper performance of CONSULTANT, including hardcopies or electronic copies of the most recent plans and specifications, addenda, change orders, and other such information.
- 2.2 Furnish right of entry onto THE PROJECT site for CONSULTANT or CONSULTANT'S representatives to provide CONSULTANT'S services.
- 2.3 Inform the CONSULTANT of the presence or suspected presence of hazardous materials, agreeing to the conditions set forth in 7.1 through 7.4 herein.
- 2.4 Promptly inform CONSULTANT of any actual or suspected defects in CONSULTANT's services, to help CONSULTANT take corrective measures that in CONSULTANT's opinion will help minimize the consequences of any such defect.
- 2.5 Use the research methods agreed to by the American Society of Civil Engineers, American Institute of Architects, and others as published in the document Recommended Practice for Design Professionals Engages as Experts in the Resolution of Construction Industry Disputes to define the Standard of Care referenced in 1.1.
- 2.6 Be responsible for jobsite safety, except CONSULTANT shall be responsible for safety of CONSULTANT's employees.
- 2.7 Be responsible for all permits and approvals necessary for CONSULTANT'S services, unless CONSULTANT assumes this responsibility in the Proposal.

3.0 GENERAL CONDITIONS:

- 3.1 By the performance of the herein described services, CONSULTANT does not in any way assume, change, or abrogate any of those duties, responsibilities or authorities with regard to THE PROJECT customarily vested in THE PROJECT architects, design engineers, or other design agencies or authorities.

- 3.2 CONSULTANT is not responsible for acts or omissions of other parties involved in THE PROJECT or the failure of any contractor or subcontractor to construct any item of THE PROJECT in accordance with the CONSULTANT's recommendations.
- 3.3 This Agreement may be terminated by either party upon receipt of written notice by the other party or by mutual agreement. CONSULTANT shall be paid in full for services performed to the termination date, including services required to properly terminate CONSULTANT's project involvement. CLIENT can be provided, upon request and for appropriate compensation, a report of services completed prior to termination.
- 3.4 Neither CLIENT nor CONSULTANT may transfer duties or interest in the Agreement without the written consent of the other party.
- 3.5 If during the course of the performance of this agreement, conditions or circumstances are discovered, which were not contemplated by CONSULTANT at the commencement of this agreement, CONSULTANT shall notify CLIENT of the newly discovered conditions or circumstances and CLIENT and CONSULTANT shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, CONSULTANT may terminate this Agreement and CONSULTANT shall be paid for its services through the date of termination.
- 3.6 Neither party shall be liable for failure to fulfill its obligations if affected by causes beyond its control, such as Force Majeure. Force Majeure includes, but is not limited to, acts of God; acts of legislative, administrative, or judicial entity; acts of CLIENT'S separate contractors and consultants; wars; fires; floods; labor disturbances; and unusually severe or unanticipated weather.

4.0 CONSIDERATIONS FOR GEOTECHNICAL ENGINEERING SERVICES:

- 4.1 CLIENT shall provide CONSULTANT full information regarding the structure(s) to be constructed on THE PROJECT site, magnitudes and configurations of foundation loads, permissible settlements, planned cuts and fills, proximity to adjacent structures, and other information for the proper performance of CONSULTANT.
- 4.2 Be aware that heavy equipment will likely be used to conduct the field operations and that such equipment use generally results in some alteration of existing conditions. CLIENT agrees to hold harmless CONSULTANT for such alteration. CONSULTANT will attempt to limit such alteration but will not restore the site to its original condition unless a separate agreement is made for such restoration at additional cost prior to such alteration.
- 4.3 CLIENT shall be responsible for locating buried utilities and other man-made objects, furnishing CONSULTANT with this information, approving the subsurface penetration locations with respect to such information, and for the consequences of such being damaged during CONSULTANT's subsurface investigations whenever the location of the damaged structures was not identified with sufficient accuracy for the CONSULTANT. Further, CLIENT agrees to protect and defend CONSULTANT from any claim or liability arising from such damage, including compensating CONSULTANT for time and expenses incurred in defense of such claim. Although CONSULTANT shall notify authorities as required by law before penetrating the ground to reduce the chance of encountering manmade objects below ground, and shall penetrate the ground only at locations indicated by others as free of man-made objects, subsurface objects may still be encountered and even damaged.
- 4.4 CLIENT understands that the education, experience, expertise, and capabilities of those who provide geotechnical engineering services and those who provide geo-environmental services differ significantly. Those involved with a geotechnical engineering project may not notice indications of environmental concerns, and if they do, they may not report them. Accordingly, CLIENT shall, to the fullest extent permitted by law, waive any claim against CONSULTANT and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury or loss arising from CONSULTANT'S alleged failure to report or report fully on environmental issues in instruments of geotechnical services. CLIENT also shall compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim. Such compensation shall be based upon CONSULTANT'S prevailing fee schedule and expense reimbursement procedures. The term "any claim" used in this provision means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability."

5.0 INSURANCE AND LIMITATION OF LIABILITY:

- 5.1 CONSULTANT shall have insurance to protect CONSULTANT from claims against CONSULTANT for accidental bodily injury, death or property damage as may arise from the performance of services made under this agreement. CONSULTANT will provide proof of such insurance to CLIENT upon CLIENT's request.
- 5.2 To the fullest extent permitted by law, the total liability of CONSULTANT arising out of or related to this Agreement, whether based in contract or tort, shall be limited to \$50,000 or the amount of compensation received for services, whichever is greater. This limitation of liability shall apply to any and all claims, no matter how pleaded, including but not limited to, claims for errors and omissions, breach of contract, negligence, or breach of fiduciary duty and applies to all phases of services performed under this Agreement. Greater amounts of coverage can be provided at additional cost to be negotiated with the CLIENT and

agreed to in writing. CLIENT agrees this limitation of liability extends to those individuals and organizations CONSULTANT retains for execution of its services, including CONSULTANT's officers, employees, their heirs and assigns, agents, subconsultants, and subcontractors.

- 5.3 CLIENT agrees that any claim for damages filed against CONSULTANT will be filed solely against CONSULTANT or its successors or assigns, and that no individual person shall be made personally liable for damages, in whole or in part.
- 5.4 Neither party shall be responsible to the other for any special, incidental, indirect, exemplary, punitive, penal, nor consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party.

6.0 CONFIDENTIALITY:

- 6.1 All reports and/or information derived as part of CONSULTANT's services are and shall remain the property of the CONSULTANT.
- 6.2 The CONSULTANT agrees to consider all reports confidential, and will distribute reports only to those persons or entities so directed by the CLIENT with the exceptions noted in Article 6.3 and 6.4.
- 6.3 Any information derived as part of CONSULTANT's services may be released to government authorities when a public safety hazard is perceived to exist, when required by law, and to the necessary parties when CONSULTANT must protect itself from civil claims.
- 6.4 Information obtained from CONSULTANT's services may be used by CONSULTANT for technical studies and presentations intended to advance the art and science of engineering, while preserving CLIENT confidentiality.
- 6.5 The CONSULTANT's reports, findings, and recommendations are for the CLIENT'S sole use and shall not be transferred or sold to others without the knowledge and consent of the CONSULTANT.

7.0 UNANTICIPATED HAZARDOUS MATERIALS AND CONDITIONS:

- 7.1 The CLIENT understands that hazardous materials or conditions on or beneath the surface of a site create extraordinary risks for CONSULTANT including the need for precautions to protect the health and safety of its personnel and to comply with applicable laws and regulations.
- 7.2 CLIENT agrees that the notification to CONSULTANT of known or the discovery by CONSULTANT of unanticipated, hazardous materials or conditions constitutes a changed condition mandating a renegotiation of the scope of work for THE PROJECT or termination of services.
- 7.3 The discovery of unanticipated hazardous materials or conditions may result in a significant reduction of the CLIENT's property value or the OWNER's value if THE PROJECT site is owned by others. Since the CONSULTANT is in no way responsible for the presence of these unanticipated materials or conditions, CLIENT agrees to waive any claim against CONSULTANT and agrees to defend, indemnify, and hold harmless CONSULTANT from any claim or liability for injury, loss, or damages arising from the referenced discovery.
- 7.4 CLIENT agrees to pay CONSULTANT for costs incurred by CONSULTANT related to encountering unanticipated hazardous materials and conditions.

8.0 PAYMENT:

- 8.1 Invoices will be provided in electronic format based on the proposal and/or attached fee schedule. Invoices will be presented at the project completion or monthly and are due in full upon receipt. Invoices are past due net 15 days. CONSULTANT shall be notified within 15 days of receiving an invoice if CLIENT disputes the invoice, but CLIENT shall pay the portion of the invoice that is not in dispute within the usual time frame. CLIENT agrees to pay CONSULTANT late charges of one and one-half (1½) percent per month, or up to the legal limit if less, on the unpaid balance.
- 8.2 CLIENT agrees that invoices will be paid without requiring any other signings, documents, or representations except for the reports stated in Article 1.3, unless agreed to in writing prior to CONSULTANT providing services.
- 8.3 CLIENT agrees to pay CONSULTANT regardless of whether CLIENT is expecting, has received, or has not received payment from others for the Project.

9.0 EXTENT OF AGREEMENT AND APPLICABLE LAW:

- 9.1 The Agreement, including these terms and conditions, represents the entire agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations, or agreements, written or oral. The agreement may be amended only by written instrument signed by CLIENT and CONSULTANT.

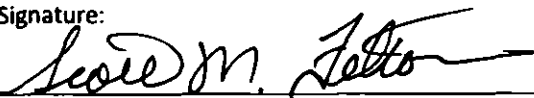


- 9.2 The Agreement shall be governed by the laws of the State of Texas. Any disputes arising from this agreement shall be performed in McLennan County, Texas and the CLIENT agrees to waive the right to sue elsewhere.
- 9.3 If any part of this Agreement is deemed invalid in a court of law or otherwise, all remaining parts shall remain in force.
- 9.4 Unless previously accepted in writing, this Agreement is withdrawn automatically on the 30th day after issue, but may be accepted thereafter by CONSULTANT at its discretion.

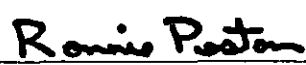
This agreement is entered into by the undersigned on behalf of the company noted, or in the case of a CLIENT who is an individual, then by the signature of that individual. When signing for a company, the person signing below attests that they are authorized to act on behalf of that Company.

PROJECT: RATTLER HILL ROAD CREEK CROSSING IN MCLENNAN COUNTY, TEXAS, CMT 20-148

CLIENT: MCLENNAN COUNTY

| | |
|--|--------------------------|
| Client Representative Name and Phone: Scott M. Felton 254-757-509 | |
| Signature:  | Date: 10/20/20 |
| Title: County Judge | |
| Client Company Name (full legal name): McLennan County | |
| Email Address for Receiving Reports, Invoices, and other Communications: Zane.dunnam@co.mclennan.tx.us | |
| Physical Address: 501 Washington Ave., Room 214, Waco, Texas 76701 | |

CONSULTANT: LANGERMAN FOSTER ENGINEERING COMPANY, LLC

| | |
|--|-------------------------------|
| Printed Name: Ronnie W. Poston | |
| Signature:  | Date: October 12, 2020 |
| Title: Project Manager | |

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

By Myrcetez Gowan-Perkins,
Deputy

ORDER APPROVING:
AUTHORIZATION OF AGREEMENTS FOR LEGAL SERVICES
TO INDIGENT PARENTS PURSUANT TO TEXAS
FAMILY CODE § 107.013:

SHEEHY, LOVELACE, & MAYFIELD, P.C;

SIBLEY, HOWELL & MCCLINTON;

DUNNAM & DUNNAM, L.L.P.;

MARTINEZ & MARTINEZ;

SMITH & BRATCHER, P.C.;

THE LAW OFFICE OF M. BRYON
BARNHILL, P.L.L.C.

AND

MCLEOD & MCLEOD, L.L.P.

On this the 20 day of October, 2020, came on for consideration the matter of Authorization of Agreements for Legal Services to Indigent Parents Pursuant to Texas Family Code § 107.013: Sheehy, Lovelace, & Mayfield, P. C.; Sibley, Howell & McClinton; Dunnam & Dunnam, L.L.P.; Martinez & Martinez; Smith & Bratcher, P. C.; The Law Office of M. Bryon Barnhill, P.L.L.C. and McLeod & McLeod, L. L. P. After discussion, Commissioner Miller 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

***** Authorization of Agreements for Legal Services to Indigent Parents Pursuant to Texas Family Code: § 107.013: Martinez & Martinez; Smith & Bratcher, P. C.; The Law Office of M. Bryon Barnhill, P.L.L.C. and McLeod & McLeod, L. L. P will be recorded at a later date *****

**AGREEMENT FOR LEGAL SERVICES
TO INDIGENT PARENTS PURSUANT TO
TEXAS FAMILY CODE § 107.013**

This Agreement is made by and between McLennan County, Texas, ("County"), a political subdivision of the State of Texas, and Sheehy, Lovelace & Mayfield, P.C., ("Firm") to be effective on the 1st day of November, 2020. The purpose of this Agreement is for the County to provide contracted legal services to indigent parents pursuant to Texas Family Code § 107.013 in McLennan County.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall be for twelve (12) months, beginning on **November 1, 2020 and ending on October 31, 2021**, unless sooner terminated as set forth herein.
2. Compensation. Firm will receive the sum of **\$8,750.00 per month** for a total of **\$105,000.00** for the term of the Agreement (unless the Agreement is terminated sooner).
3. Case Load. Firm may handle up to a maximum of **50** cases at any time. **Cases in which a Final Order has been rendered, shall not be counted in this number, unless an appeal is filed or with the Court's permission.**
4. Independent Contractor. The Firm and its attorneys are not employees of the County, and are, at most, independent contractors, who shall complete the requirements of this Agreement by Firm's own means and methods of work, and in accordance with the professional legal judgment of the Firm's attorneys, which shall be in the exclusive charge and control of the Firm's attorneys, and is not subject to control or supervision of the County or any judge, except as specified in this Agreement. **THE PARENT/RESPONDENT IS YOUR CLIENT – NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS FAMILY CODE.**
6. Standard of Performance.
 - (a) **Firm shall provide all services required by the Texas Family Code, including complying with the duties listed in § 107.0131 of the Texas Family Code, which is incorporated herein. The Firm's obligation to represent indigent parents hereunder shall continue until the case is disposed of by a final judgment, appeals are exhausted, or the Firm is relieved of its duties by the Court**
 - (b) **Firm shall not assign, subcontract or delegate any part of the services to be provided by the Firm under this Agreement.**
 - (c) **Attorneys assigned by the Firm to provide services under this Agreement must maintain the minimum qualifications to practice law in the state of Texas, and the Firm must immediately inform the County Judge of any change in the status of an attorney's**

licensure. The Firm must provide the County with proof of licensure in good standing of its attorneys upon request.

(d) Firm agrees to indemnify and hold harmless McLennan County from any and all claims rising from the delivery of professional services under this Agreement, but only to the extent that a judgment is actually taken against the County.

(e) Firm shall maintain an office in McLennan County, Texas and shall maintain the ability to receive facsimile and email correspondence twenty-four hours a day, seven days a week.

(f) Firm must provide quality, effective legal assistance and representation to clients to whom the Firm is assigned.

(g) Firm shall complete all cases with the scheduling deadlines set by the Court unless an extension of time is granted or an appeal is filed. If a case is still pending at the end of an agreement year the Firm must see the case through to completion even if it chooses not to participate in this program in the next year unless allowed to withdraw by the Court. If the Court allows the Firm to withdraw, the firm must cooperate with the newly assigned attorney to inform and advise him/her on the case status.

(h) Firm is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this Agreement

(i) Firm is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Agreement, except when authorized by the Texas Disciplinary Rules of Professional Conduct.

(j) Firm shall maintain professional malpractice insurance throughout the term of this Agreement. Proof of such insurance must be provided upon request.

(k) Firm shall not accept any employment which it knows or has reason to know would create a potential conflict with a case assigned to it under this Agreement.

(l) If a judge presiding over a TDFPS case believes that an attorney is not doing an adequate job in a case and informs the Firm's contact of this fact, the Firm will immediately take steps to correct the matter, which may include assigning a different attorney.

7. Conflict. In the event of a conflict of interest between Firm and any parent, Firm shall present evidence to the court in which the case is pending, and if ordered by the Judge presiding, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this Agreement.

8. Termination. This Agreement may be terminated by the County for good cause. If a reason for termination is found to exist by any of the judges presiding over TDFPS cases or the County Judge, written notice will be given to the Firm, and a private meeting will be held with the Firm and judges present to discuss the relevant issues, and, thereafter, the judges will vote on the termination of Attorney's Agreement. In addition:

- (a) County may terminate this Agreement if Firm closes its active office for the practice of law in McLennan County.
 - (b) County may terminate this Agreement if Firm fails to perform the duties required by this Agreement. Notice of such failure must be provided in writing.
 - (c) Firm may terminate this Agreement if County fails to make timely payments hereunder.
 - (d) Firm may terminate this Agreement if, for reasons beyond the control of Firm, Firm is unable to perform the duties required hereunder.
 - (e) This Agreement may be mutually terminated for any force majeure or any change in the law, which makes the Agreement moot. County may terminate this Agreement if funding for provision of the services provided hereunder is unavailable.
9. Administration. The District/Associate Judges hearing TDFPS cases under the Texas Family Code and the McLennan County Judge will provide oversight and monitoring to assure that Attorney performs as required under this Agreement. Nothing herein shall be interpreted as creating a right or remedy against the County, the McLennan County Judge, or the District/Associate Judges on the part of any person.
10. Disputes. Venue of any proceeding arising under or with regard to this Agreement shall be in a court of competent jurisdiction in McLennan County, Texas.
11. Additional Terms and Conditions.
- (a) A determination that the Firm has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above.
 - (b) Falsification of any report, invoice, billing documentation or other submission by the Firm will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Firm to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.
 - (c) Attorneys assigned by the Firm to perform services under this Agreement shall have experience in this area of law. This is not to be viewed as a training program for new attorneys. Inexperienced attorneys may be assigned to assist in order to gain the necessary experience, but the Firm may not charge for their time.

FIRM:

COUNTY:

By: Alan Bennett

Scott M. Felton

E. Alan Bennett

SCOTT M. FELTON
COUNTY JUDGE
McLennan County

Printed Name

Title: Vice President

Date: 10/20/20

Date: 10/12/2020

Firm Information:

Address: 510 N. Valley Mills Dr., Ste. 500, Waco, TX 76710

Phone: 254/772-8022

Fax: 254/772-9297

e-mail: mpena@slm.law

Contact Person: Maria Pena

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

By Myrcetez Gowan-Perkins.
Deputy

**AGREEMENT FOR LEGAL SERVICES
TO INDIGENT PARENTS PURSUANT TO
TEXAS FAMILY CODE § 107.013**

This Agreement is made by and between McLennan County, Texas ("County"), a political subdivision of the State of Texas, and Sibley Howell and McClinton, ("Firm") to be effective on the 1st day of November, 2020. The purpose of this Agreement is for the County to provide contracted legal services to indigent parents pursuant to Texas Family Code § 107.013 in McLennan County.

NOW, THEREFORE, the parties agree as follows:

1. **Term.** The term of this Agreement shall be for twelve (12) months, beginning on **November 1, 2020 and ending on October 31, 2021**, unless sooner terminated as set forth herein.
2. **Compensation.** Firm will receive the sum of **\$8,750.00 per month** for a total of **\$105,000.00** for the term of the Agreement (unless the Agreement is terminated sooner).
3. **Case Load.** Firm may handle up to a maximum of **50** cases at any time. **Cases in which a Final Order has been rendered, shall not be counted in this number, unless an appeal is filed or with the Court's permission.**
4. **Independent Contractor.** The Firm and its attorneys are not employees of the County, and are, at most, independent contractors, who shall complete the requirements of this Agreement by Firm's own means and methods of work, and in accordance with the professional legal judgment of the Firm's attorneys, which shall be in the exclusive charge and control of the Firm's attorneys, and is not subject to control or supervision of the County or any judge, except as specified in this Agreement. **THE PARENT/RESPONDENT IS YOUR CLIENT – NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS FAMILY CODE.**
6. **Standard of Performance.**
 - (a) **Firm shall provide all services required by the Texas Family Code, including complying with the duties listed in § 107.0131 of the Texas Family Code, which is incorporated herein. The Firm's obligation to represent indigent parents hereunder shall continue until the case is disposed of by a final judgment, appeals are exhausted, or the Firm is relieved of its duties by the Court**
 - (b) **Firm shall not assign, subcontract or delegate any part of the services to be provided by the Firm under this Agreement.**
 - (c) **Attorneys assigned by the Firm to provide services under this Agreement must maintain the minimum qualifications to practice law in the state of Texas, and the Firm must immediately inform the County Judge of any change in the status of an attorney's**

licensure. The Firm must provide the County with proof of licensure in good standing of its attorneys upon request.

(d) Firm agrees to indemnify and hold harmless McLennan County from any and all claims rising from the delivery of professional services under this Agreement, but only to the extent that a judgment is actually taken against the County.

(e) Firm shall maintain an office in McLennan County, Texas and shall maintain the ability to receive facsimile and email correspondence twenty-four hours a day, seven days a week.

(f) Firm must provide quality, effective legal assistance and representation to clients to whom the Firm is assigned.

(g) Firm shall complete all cases with the scheduling deadlines set by the Court unless an extension of time is granted or an appeal is filed. If a case is still pending at the end of an agreement year the Firm must see the case through to completion even if it chooses not to participate in this program in the next year unless allowed to withdraw by the Court. If the Court allows the Firm to withdraw, the firm must cooperate with the newly assigned attorney to inform and advise him/her on the case status.

(h) Firm is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this Agreement

(i) Firm is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Agreement, except when authorized by the Texas Disciplinary Rules of Professional Conduct.

(j) Firm shall maintain professional malpractice insurance throughout the term of this Agreement. Proof of such insurance must be provided upon request.

(k) Firm shall not accept any employment which it knows or has reason to know would create a potential conflict with a case assigned to it under this Agreement.

(l) If a judge presiding over a TDFPS case believes that an attorney is not doing an adequate job in a case and informs the Firm's contact of this fact, the Firm will immediately take steps to correct the matter, which may include assigning a different attorney.

7. Conflict. In the event of a conflict of interest between Firm and any parent, Firm shall present evidence to the court in which the case is pending, and if ordered by the Judge presiding, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this Agreement.

8. Termination. This Agreement may be terminated by the County for good cause. If a reason for termination is found to exist by any of the judges presiding over TDFPS cases or the County Judge, written notice will be given to the Firm, and a private meeting will be held with the Firm and judges present to discuss the relevant issues, and, thereafter, the judges will vote on the termination of Attorney's Agreement. In addition:

(a) County may terminate this Agreement if Firm closes its active office for the practice of law in McLennan County.

(b) County may terminate this Agreement if Firm fails to perform the duties required by this Agreement. Notice of such failure must be provided in writing.

(c) Firm may terminate this Agreement if County fails to make timely payments hereunder.

(d) Firm may terminate this Agreement if, for reasons beyond the control of Firm, Firm is unable to perform the duties required hereunder.

(e) This Agreement may be mutually terminated for any force majeure or any change in the law, which makes the Agreement moot. County may terminate this Agreement if funding for provision of the services provided hereunder is unavailable.

9. Administration. The District/Associate Judges hearing TDFPS cases under the Texas Family Code and the McLennan County Judge will provide oversight and monitoring to assure that Attorney performs as required under this Agreement. Nothing herein shall be interpreted as creating a right or remedy against the County, the McLennan County Judge, or the District/Associate Judges on the part of any person.

10. Disputes. Venue of any proceeding arising under or with regard to this Agreement shall be in a court of competent jurisdiction in McLennan County, Texas.

11. Additional Terms and Conditions.

(a) A determination that the Firm has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above.

(b) Falsification of any report, invoice, billing documentation or other submission by the Firm will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Firm to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

(c) Attorneys assigned by the Firm to perform services under this Agreement shall have experience in this area of law. This is not to be viewed as a training program for new attorneys. Inexperienced attorneys may be assigned to assist in order to gain the necessary experience, but the Firm may not charge for their time.

FIRM: Sibley Howell + McClintock

COUNTY:

By: [Signature]

Jonathan P. Sibley

Printed Name

Title: Attorney

[Signature]

SCOTT M. FELTON
COUNTY JUDGE
McLennan County

Date: 10/20/2020

Date: 10/07/2020

Firm Information:

801 Washington Avenue, Suite 300

Address:

254-776-0554

Phone:

254-754-0334

Fax:

shmcp1@gmail.com

e-mail:

Contact Person: Marie Sanchez

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

By Myroetez Gowan-Perkins.
Deputy

**AGREEMENT FOR LEGAL SERVICES
TO INDIGENT PARENTS PURSUANT TO
TEXAS FAMILY CODE § 107.013**

This Agreement is made by and between McLennan County, Texas ("County"), a political subdivision of the State of Texas, and DUNNAM & DUNNAM LLP, ("Firm") to be effective on the 1st day of November, 2020. The purpose of this Agreement is for the County to provide contracted legal services to indigent parents pursuant to Texas Family Code § 107.013 in McLennan County.

NOW, THEREFORE, the parties agree as follows:

1. **Term.** The term of this Agreement shall be for twelve (12) months, beginning on **November 1, 2020 and ending on October 31, 2021**, unless sooner terminated as set forth herein.
2. **Compensation.** Firm will receive the sum of **\$8,750.00** per month for a total of **\$105,000.00** for the term of the Agreement (unless the Agreement is terminated sooner).
3. **Case Load.** Firm may handle up to a maximum of **50** cases at any time. **Cases in which a Final Order has been rendered, shall not be counted in this number, unless an appeal is filed or with the Court's permission.**
4. **Independent Contractor.** The Firm and its attorneys are not employees of the County, and are, at most, independent contractors, who shall complete the requirements of this Agreement by Firm's own means and methods of work, and in accordance with the professional legal judgment of the Firm's attorneys, which shall be in the exclusive charge and control of the Firm's attorneys, and is not subject to control or supervision of the County or any judge, except as specified in this Agreement. **THE PARENT/RESPONDENT IS YOUR CLIENT – NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS FAMILY CODE.**
6. **Standard of Performance.**
 - (a) **Firm shall provide all services required by the Texas Family Code, including complying with the duties listed in § 107.0131 of the Texas Family Code, which is incorporated herein. The Firm's obligation to represent indigent parents hereunder shall continue until the case is disposed of by a final judgment, appeals are exhausted, or the Firm is relieved of its duties by the Court**
 - (b) **Firm shall not assign, subcontract or delegate any part of the services to be provided by the Firm under this Agreement.**
 - (c) **Attorneys assigned by the Firm to provide services under this Agreement must maintain the minimum qualifications to practice law in the state of Texas, and the Firm must immediately inform the County Judge of any change in the status of an attorney's**

licensure. The Firm must provide the County with proof of licensure in good standing of its attorneys upon request.

(d) Firm agrees to indemnify and hold harmless McLennan County from any and all claims rising from the delivery of professional services under this Agreement, but only to the extent that a judgment is actually taken against the County.

(e) Firm shall maintain an office in McLennan County, Texas and shall maintain the ability to receive facsimile and email correspondence twenty-four hours a day, seven days a week.

(f) Firm must provide quality, effective legal assistance and representation to clients to whom the Firm is assigned.

(g) Firm shall complete all cases with the scheduling deadlines set by the Court unless an extension of time is granted or an appeal is filed. If a case is still pending at the end of an agreement year the Firm must see the case through to completion even if it chooses not to participate in this program in the next year unless allowed to withdraw by the Court. If the Court allows the Firm to withdraw, the firm must cooperate with the newly assigned attorney to inform and advise him/her on the case status.

(h) Firm is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this Agreement

(i) Firm is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Agreement, except when authorized by the Texas Disciplinary Rules of Professional Conduct.

(j) Firm shall maintain professional malpractice insurance throughout the term of this Agreement. Proof of such insurance must be provided upon request.

(k) Firm shall not accept any employment which it knows or has reason to know would create a potential conflict with a case assigned to it under this Agreement.

(l) If a judge presiding over a TDFPS case believes that an attorney is not doing an adequate job in a case and informs the Firm's contact of this fact, the Firm will immediately take steps to correct the matter, which may include assigning a different attorney.

7. Conflict. In the event of a conflict of interest between Firm and any parent, Firm shall present evidence to the court in which the case is pending, and if ordered by the Judge presiding, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this Agreement.

8. Termination. This Agreement may be terminated by the County for good cause. If a reason for termination is found to exist by any of the judges presiding over TDFPS cases or the County Judge, written notice will be given to the Firm, and a private meeting will be held with the Firm and judges present to discuss the relevant issues, and, thereafter, the judges will vote on the termination of Attorney's Agreement. In addition:

(a) County may terminate this Agreement if Firm closes its active office for the practice of law in McLennan County.

(b) County may terminate this Agreement if Firm fails to perform the duties required by this Agreement. Notice of such failure must be provided in writing.

(c) Firm may terminate this Agreement if County fails to make timely payments hereunder.

(d) Firm may terminate this Agreement if, for reasons beyond the control of Firm, Firm is unable to perform the duties required hereunder.

(e) This Agreement may be mutually terminated for any force majeure or any change in the law, which makes the Agreement moot. County may terminate this Agreement if funding for provision of the services provided hereunder is unavailable.

9. Administration. The District/Associate Judges hearing TDFPS cases under the Texas Family Code and the McLennan County Judge will provide oversight and monitoring to assure that Attorney performs as required under this Agreement. Nothing herein shall be interpreted as creating a right or remedy against the County, the McLennan County Judge, or the District/Associate Judges on the part of any person.

10. Disputes. Venue of any proceeding arising under or with regard to this Agreement shall be in a court of competent jurisdiction in McLennan County, Texas.

11. Additional Terms and Conditions.

(a) A determination that the Firm has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above.

(b) Falsification of any report, invoice, billing documentation or other submission by the Firm will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Firm to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

(c) Attorneys assigned by the Firm to perform services under this Agreement shall have experience in this area of law. This is not to be viewed as a training program for new attorneys. Inexperienced attorneys may be assigned to assist in order to gain the necessary experience, but the Firm may not charge for their time.

FIRM:

By: 

GERALD VILLARRIAL

Printed Name

Title: PARTNER

Date: 10/5/2020

Firm Information:

Address: 4125 WEST WACO DRIVE, WACO, TEXAS

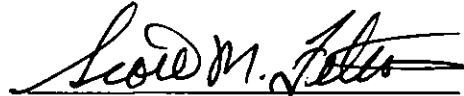
Phone: 254/753-6437

Fax: 254/753-7434

e-mail: GERALDVILLARRIAL@DUNNAMLAW.COM

Contact Person: GERALD VILLARRIAL

COUNTY:



SCOTT M. FELTON

COUNTY JUDGE

McLennan County

Date: 10/20/20

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

ORDER APPROVING:

**ACTION ON FINALIZING INTERNSHIP MEMORANDUM OF
UNDERSTANDING WITH CONNALLY INDEPENDENT
SCHOOL DISTRICT**

On this the 20 day of October, 2020, came on for consideration the matter of Action on Finalizing Internship Memorandum of Understanding with Connally Independent School District. 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 Miller, 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 BUSINESS ASSOCIATE AGREEMENT
WITH WORKTERRA**

On this the 20 day of October, 2020, came on for consideration the matter of Authorization of Business Associate Agreement with WorkTerra. After discussion, Commissioner Jones made a motion to approve the agreement per review of Legal and HR and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

BUSINESS ASSOCIATE AGREEMENT

To the extent that Covered Entity discloses Protected Health Information to Business Associate (or Business Associate handles Protected Health Information on Covered Entity's behalf) in connection with services or products provided to Covered Entity, or as otherwise required or allowed by the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. §1320d through d-9, as amended, ("HIPAA"), and only to the extent required by law, Covered Entity and Business Associate agree to the following terms and conditions, which are intended to comply with HIPAA, the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") and their implementing regulations:

1. General Terms and Conditions

- (a) "BA Agreement" shall mean this HIPAA Business Associate Agreement.
- (b) "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. §160.103, and in reference to the party to this BA Agreement, shall mean **WORKTERRA, a California corporation**.
- (c) "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. §160.103, and in reference to the party to this BA Agreement, shall mean **McLennan County, Texas**.
- (d) "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.
- (e) "Service Agreement" shall mean the separate agreement(s) between the parties in which Business Associate performs functions or activities on behalf of Covered Entity.
- (f) Other definitions: The following terms used in this BA Agreement shall have the same meaning as those in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (to the extent such Protected Health Information is received, used, disclosed, accessed or maintained by Business Associate), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. Other terms shall have the definitions set forth in this BA Agreement.

2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by this BA Agreement, as Required by Law, or as contemplated by the Service Agreement.
- (b) Business Associate agrees to use appropriate safeguards, including compliance with Subpart C of 45 C.F.R. Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of the electronic Protected Health Information other than as permitted by this BA Agreement.
- (c) Business Associate agrees to report to Covered Entity's Privacy Official any Use or Disclosure of Protected Health Information not provided for by this BA Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required by 45 C.F.R. §164.410, and any Security Incident of which it becomes aware. For reports of incidents constituting a Breach, the report shall include, to the extent available, the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by

Business Associate to have been, accessed, acquired, or Disclosed during such Breach. Security Incidents that do not result in any unauthorized access, use, disclosure, modification, destruction of information or interference with system operations will be reported in the aggregate upon written request of Covered Entity in a manner and frequency mutually acceptable to the parties. Business Associate hereby reports to Covered Entity that incidents including, but not limited to, ping sweeps or other common network reconnaissance techniques, attempts to log on to a system with an invalid password or username, and denial of service attacks that do not result in a server being taken off line, may occur from time to time.

- (d) In accordance with 45 C.F.R. §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to ensure that subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agree to the same restrictions, conditions and requirements that apply through this BA Agreement to Business Associate with respect to such information.
- (e) To the extent Business Associate has Protected Health Information in a Designated Record Set, and only to the extent required by HIPAA, Business Associate agrees to make available Protected Health Information in a Designated Record Set, to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.524. The Parties agree and acknowledge that it is Covered Entity's responsibility to respond to all such requests.
- (f) Business Associate agrees to make Protected Health Information available for purposes of any amendment(s) to Protected Health Information in its possession contained in a Designated Record Set as agreed to by Covered Entity pursuant to 45 C.F.R. §164.526 or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.526. The Parties agree and acknowledge that it is Covered Entity's responsibility to respond to all such requests.
- (g) Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.528. The Parties agree and acknowledge that it is Covered Entity's responsibility to respond to all such requests.
- (h) To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164 of the HIPAA Rules, Business Associate agrees to comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
- (i) Business Associate agrees to make its internal practices, books, and records related to Business Associate's use and disclosure of Protected Health Information received from Covered Entity available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures of Protected Health Information by Business Associate

- (a) Business Associate may use or disclose Protected Health Information as necessary to perform the services set forth in the Service Agreement, as permitted in this BA Agreement and the Service Agreement, and as otherwise permitted by the HIPAA Rules.
- (b) Business Associate may Use or Disclose Protected Health Information as Required By Law.
- (c) Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with the requirements in the HIPAA Rules regarding Minimum Necessary uses and disclosures. Covered Entity represents and warrants that its Minimum Necessary policies and procedures and the Notice of Privacy Practices are consistent with, and not more stringent than, the HIPAA Rules or, to the extent that Covered Entity's Notice of Privacy Practices or policies and procedures regarding the Minimum Necessary requirements of the HIPAA Rules

impose additional particular restrictions on Business Associate, Covered Entity agrees to provide such policies to Business Associate in writing prior to requesting that Business Associate perform a particular function or activity on behalf of Covered Entity that would be affected by such policies and procedures.

- (d) Business Associate may create de-identified information that may be used and disclosed by Business Associate as Business Associate deems appropriate, provided that the information is de-identified in accordance with the HIPAA Rules.
- (e) Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity. Business Associate may also use Protected Health Information to create, use and disclose a Limited Data Set consistent with the HIPAA Rules.
- (f) Business Associate may use and disclose Protected Health Information to report violations of law to appropriate Federal and State authorities, in a manner consistent with the HIPAA Rules.
- (g) Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.
- (h) Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (i) Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that the disclosures are Required By Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4. Obligations of Covered Entity

- (a) Covered Entity shall notify Business Associate, in writing and in a timely manner, of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 C.F.R. §164.520, and its policies regarding the "minimum necessary" requirements in 45 C.F.R. §164.502(b) to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information, and to notify Business Associate of any material changes thereof.
- (b) Covered Entity shall notify Business Associate, in writing and in a timely manner, of any changes in, or revocation of, permission by Individual to Use or Disclose Protected Health Information, if such changes may affect Business Associate's Use or Disclosure of Protected Health Information.
- (c) Covered Entity shall notify Business Associate, in writing and in a timely manner, of any restriction on the Use and/or Disclosure of Protected Health Information to which Covered Entity has agreed or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.
- (d) Covered Entity agrees to comply with all applicable state and federal privacy and security laws and regulations, including the HIPAA Rules. Covered Entity agrees to obtain any patient authorizations or consents that may be required under state or federal law or regulation in order to transmit Protected Health Information to Business Associate and to enable Business Associate and its subcontractors to Use and Disclose Protected Health Information as contemplated by this BA

- (e) Covered Entity may not ask Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under applicable laws and rules, including the HIPAA Rules, if done by Covered Entity, except that Business Associate may use or disclose Protected Health Information for its proper management and administration, data aggregation, and other activities specifically permitted by this BA Agreement.

5. Limitation of Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, LOSS OF DATA, OR CIVIL OR CRIMINAL PENALTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR VIOLATIONS OF THIS BA AGREEMENT, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY. NOTWITHSTANDING ANYTHING IN THIS BA AGREEMENT TO THE CONTRARY, BUSINESS ASSOCIATE'S AGGREGATE LIABILITY TO COVERED ENTITY UNDER THIS BA AGREEMENT, REGARDLESS OF THEORY OF LIABILITY, SHALL BE LIMITED TO THE MOST RECENT MONTHLY FEE ACTUALLY PAID TO BUSINESS ASSOCIATE BY COVERED ENTITY.

6. Survival and Termination

(a) Term and Survival

Except as otherwise provided herein, the term of this BA Agreement shall coincide with the Service Agreement and shall be terminable in accordance with the termination provisions of the Service Agreement, or the date either party terminates for cause, as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause

Upon a party's knowledge of a material breach by the other, the non-breaching party shall provide written notice to the breaching party and may terminate this BA Agreement if the breaching party does not cure the breach or end the violation within 30 days of receipt of such notice.

(c) Effect of Termination

- (i) Except as provided below in Subsection 6(c)(ii) of this BA Agreement, upon termination of this BA Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- (ii) In the event that Business Associate determines that it needs to retain Protected Health Information in order to Use or Disclose Protected Health Information for its own management and administration or to carry out its legal responsibilities, Business Associate may retain such Protected Health Information. Upon termination of this BA Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - 1. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 2. Return or destroy the remaining Protected Health Information that Business Associate still maintains in any form;

3. Continue to use appropriate safeguards to comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic Protected Health Information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;
4. Not Use or Disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at Subsections 3(h)-(i) above which applied prior to termination; and
5. Return to Covered Entity or destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

- (d) Business Associate's obligations under this Section 6 shall survive the termination of this BA Agreement.

7. Interpretation and Amendment of this BA Agreement

A regulatory reference in this BA Agreement to a section of the HIPAA Rules means the section as in effect or as amended. Any ambiguity or inconsistency in this BA Agreement shall be interpreted to permit compliance with the HIPAA Rules. This BA Agreement supersedes any and all prior representations, understandings, or agreements, written or oral, concerning the subject matter herein, including conflicting provisions of the Service Agreement. The parties hereto agree to negotiate in good faith to amend this BA Agreement from time to time as is necessary for compliance with the requirements of HIPAA or any other applicable law and for Business Associate to provide services to Covered Entity. However, no change, amendment, or modification of this BA Agreement shall be valid unless it is set forth in writing and signed by both parties. When provisions of this BA Agreement are different than those in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this BA Agreement shall control. Any ambiguity in this BA Agreement shall be resolved to permit the parties to comply with the HIPAA Rules.

8. No Third Party Rights/Independent Contractors

The terms and conditions of this BA Agreement are intended for the sole benefit of Business Associate and Covered Entity and do not create any third party rights. The parties declare that they are independent contractors and not agents of each other, except as otherwise required by law or regulation.

9. Notices

Any notice required or permitted by this BA Agreement to be given or delivered shall be in writing and shall be deemed given or delivered if delivered in person, or sent by courier or expedited delivery service, or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile (if confirmed), to the address set forth below. Each party may change its address for purposes of this BA Agreement by written notice to the other party.

10. Governing Law

To the extent not preempted by federal law, the BA Agreement shall be governed and construed in accordance with the state laws of California, without regard to conflicts of law provisions that would require application of the law of another state.

11. Binding Nature and Benefits

This BA Agreement binds and benefits the parties, and their respective successors, and their permitted assigns.

12. **Severability**

Whenever possible, each provision of this BA Agreement shall be interpreted so as to be effective and valid under applicable law. If any provision of this BA Agreement should be prohibited or found invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the other of such provision or the remaining provisions of this BA Agreement; provided, however, that if any such invalid provision is material to an extent that a party would not have entered into the BA Agreement absent such provision, then that party may terminate the BA Agreement upon ninety (90) calendar days' prior written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this BA Agreement, effective October 21, 2020.

McLennan County, Texas

By: Scott M. Felton
Scott M. Felton 10/20/20
Title: County Judge

Address: 501 Washington Ave., Rm 214

Waco, TX 76701

Facsimile: _____

Business Associate:

WORKTERRA,
A California corporation

By: Dennis Plank
Title: Dennis Plank

Address: President

Facsimile: _____

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED OCT 20 2020

By Myrcetez Gowan-Perkins,
Deputy

ORDER APPROVING:

**AUTHORIZATION OF MASTER SERVICE AGREEMENT AND RELATED
DOCUMENTS WITH BKD, LLP (RE: GRANT
COMPLIANCE SERVICES)**

On this the 20 day of October, 2020, came on for consideration the matter of Authorization of Master Service Agreement and related Documents with BKD, LLP (re: Grant Compliance Services). After discussion, Commissioner Jones made a motion to approve BKD Advisors and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

AGENDA: OCTOBER 20, 2020

**J. Capital Improvement, Repair, Maintenance Projects
and Construction Projects:**

- | | |
|---|-----------------|
| 1. Regarding Speegleville Road Improvement Project (Bid 20-004) / Agreement with Knife River Corporation - South: Authorization of Application for Payment No. 8 | Approved |
|---|-----------------|

10:43

ORDER APPROVING:

**AUTHORIZATION OF APPLICATION FOR
PAYMENT NO. 8**

**RE: SPEEGLEVILLE ROAD IMPROVEMENT PROJECT
(BID 20-004) / AGREEMENT WITH KNIFE RIVER
CORPORATION - SOUTH**

On this the 20 day of October, 2020, came on for consideration the matter of Regarding Speegleville Road Improvement Project (Bid 20-004) / Agreement with Knife River Corporation - South: Authorization of Application for Payment No. 8. 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

SECTION 00 62 76
APPLICATION FOR PAYMENT FORM

Contractor's Application for Payment No. 8

| | | |
|--|---|--|
| Contract Time: <u>350</u> Days | Project No.: <u>1-02518.02</u> | |
| Elapsed Time: <u>167</u> Days | Period: <u>8/26/2020</u> To: <u>9/25/2020</u> | |
| Project Name: <u>Speegleville Road</u> | Engineer: <u>Walker Partners LLC</u> | |
| Owner: <u>McLennan County</u> | Contractor: <u>Knife River Corp - South</u> | |

| | | | |
|-----|---|----|-------------------|
| 1. | Original Contract Amount..... | \$ | 11,399,891.29 |
| 2. | Owners Change Orders Thru No. 1 | | |
| 3. | Total Current Contract Amount | \$ | 11,399,891.29 |
| 4. | Total Completed To Date | \$ | 5,900,636.13 |
| 5. | Total Materials Stored To Date | \$ | (116,876.00) |
| 6. | Total Completed And Stored To Date | \$ | 5,783,760.13 |
| 7. | Retainage (5% Of Line 6) | \$ | 289,188.01 ✓ |
| 8. | Total Completed, Less Retainage | \$ | 5,494,572.13 |
| 9. | Less Amount Of Previous Estimates | \$ | 5,162,342.35 ✓ |
| 10. | <u>Amount Due This Application</u> | \$ | 332,229.78 |

| | | | |
|-----|---|------|---|
| 11. | Balance To Finish, Plus Retainage (Line 3 - Line 6) | \$ | 5,006,340.46 \$5,616,131.16 |
| 12. | Percent Completed To Date (Line 6 : Line 3) | ✓ \$ | 50.74% |

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

| | |
|------------------------|------------------------|
| By: <u>Matt Thunem</u> | Date: <u>10/6/2020</u> |
|------------------------|------------------------|

| | |
|---|------------------------------------|
| Payment of: <u>\$ 332,229.78</u> | |
| (Line 10 or other - attach explanation of the other amount) | Inspector's Approval of Quantities |

| | |
|--|------------|
| Recommended by: <u>Chad W. May, P.E.</u> | 10/08/2020 |
| (Engineer) | (Date) |

| | |
|---|--|
| Payment of: <u>\$ 332,229.78</u> | |
| (Line 10 or other - attach explanation of the other amount) | |

| | |
|------------------------------------|-----------|
| is approved by: <u>[Signature]</u> | 10/9/2020 |
| (Owner) | (Date) |

APPROVED BY COMMISSIONERS COURT
THIS 20 DAY OF Oct, 2020
[Signature]
COUNTY JUDGE

APPLICATION FOR PAYMENT FORM

Contractor's Application for Payment No.

8

Project Name: Speegleville Road
 Owner: McLennan County
 Contractor: KNIFE RIVER CORP. SOUTH

Project No.: 1-02518.02
 Period: 9/25/2020
 Engineer: Walker Partners

| Item | Item Description | Unit of Measure | Quantity | Unit Price Bid | Quantity Complete thru last pay period | Quantity Complete this Month | Quantity Complete to Date | Value of Work Completed to Date |
|------------------------|--|-----------------|-------------|----------------|--|------------------------------|---------------------------|---------------------------------|
| | GENERAL | | | | | | | |
| 1.00 | PREPARING ROW | STA | 212.500 | \$ 1,365.00 | 206.875 | | 206.875 | \$ 282,384.38 |
| 1.02 | MOBILIZATION & PROJECT INCIDENTALS | LS | 1.000 | \$ 919,000.00 | 0.900 | | 0.900 | \$ 737,100.00 |
| 1.03 | STORMWATER POLLUTION PREVENTION PLAN | LS | 1.000 | \$ 1,135.00 | 1.000 | | 1.000 | \$ 1,135.00 |
| 1.04 | STORMWATER POLLUTION PREVENTION PLAN IMPL. | LS | 1.000 | \$ 65,245.00 | 0.600 | 0.100 | 0.700 | \$ 45,671.50 |
| 1.05 | CONTINGENCY ALLOWANCE | LS | 1.000 | \$ 250,000.00 | - | | - | \$ - |
| | ROADWAY | | | | | | | |
| 2.01 | EXCAVATION (ROADWAY) | CY | 111,192.000 | \$ 4.60 | 54,772.000 | 500.000 | 55,272.000 | \$ 254,251.20 |
| 2.02 | EXCAVATION (CHANNEL) | CY | 31,719.000 | \$ 8.50 | 21,230.000 | | 21,230.000 | \$ 201,685.00 |
| 2.03 | EMBANKMENT (FINAL)(DENS CONT)(TY B) | CY | 55,316.000 | \$ 2.05 | 48,280.260 | 2,048.000 | 50,328.260 | \$ 103,172.93 |
| 2.04 | FL BS (CMP IN PLACE) (TY A GR 1-2) (FINAL POS) | CY | 22,561.000 | \$ 37.10 | 10,735.180 | 4,801.500 | 15,536.680 | \$ 576,410.83 |
| 2.05 | LIME (HYDRATED) LIME (SLURRY) | TN | 825.000 | \$ 178.00 | 894.460 | 61.000 | 955.460 | \$ 170,071.88 |
| 2.06 | LIME TRT (SUBGRADE)(8") | SY | 44,595.000 | \$ 2.45 | 23,086.000 | 3,220.000 | 26,306.000 | \$ 64,449.70 |
| 2.07 | D-GR HMA (SQ) TY-B SAC-B PG64-22 | TN | 29,852.000 | \$ 66.10 | 8,435.000 | | 8,435.000 | \$ 557,553.50 |
| 2.08 | D-GR HMA (SQ) TY-C SAC-B PG64-22 | SY | 15,154.000 | \$ 73.20 | - | | - | \$ - |
| 2.09 | PLANE AND TEXT ASPH CONC PAV (2' TO 4") | SY | 1,965.000 | \$ 3.95 | - | | - | \$ - |
| 2.10 | CONC PVMT (CONCT REINF - CRCP)(HES)(8") | SY | 280.000 | \$ 110.00 | - | | - | \$ - |
| 2.11 | CONC BOX CULVERT (4FT X 2FT) | LF | 756.000 | \$ 289.00 | 81.000 | 92.000 | 173.000 | \$ 49,997.00 |
| 2.12 | CONC BOX CULVERT (4FT X 3FT) | LF | 327.000 | \$ 321.00 | 78.000 | | 78.000 | \$ 25,038.00 |
| 2.13 | RCP PIPE (CL III)(18 IN) | LF | 1,648.000 | \$ 59.00 | 1,212.000 | | 1,212.000 | \$ 71,508.00 |
| 2.14 | RCP PIPE (CL III)(24 IN) | LF | 993.000 | \$ 72.00 | 368.000 | | 368.000 | \$ 26,496.00 |
| 2.15 | RCP PIPE (CL III)(30 IN) | LF | 776.000 | \$ 87.00 | 482.000 | | 482.000 | \$ 41,934.00 |
| 3/16/2010 Total | | | | | | | | |
| | | | | | | | | \$ 3,208,958.92 |

Project No:

Application for Payment

00 62 76 - 2

APPLICATION FOR PAYMENT FORM

Contractor's Application for Payment No.

8

Project Name: Speegleville Road
 Owner: McLennan County
 Contractor: KNIFE RIVER CORP. SOUTH

Project No.: 1-02518.02
 Period: 9/25/2020
 Engineer: Walker Partners

| Item | Item Description | Unit of Measure | Quantity | Unit Price Bid | Quantity Complete thru last pay period | Quantity Complete this Month | Quantity Complete to Date | Value of Work Completed to Date |
|------------------------|--|-----------------|------------|----------------|--|------------------------------|---------------------------|---------------------------------|
| | ROADWAY (CONT.) | | | | | | | |
| 2.16 | RCP PIPE (CL III)(36 IN) | LF | 598.000 | \$ 114.00 | 224.000 | | 224.000 | \$ 25,536.00 |
| 2.17 | SET (TY I) (S=4 FT) (HW=3 FT)(6:1) (P) | EA | 68.000 | \$ 5,750.00 | - | | - | \$ - |
| 2.18 | SET (TY I) (S=4 FT) (HW=4 FT)(6:1) (P) | EA | 12.000 | \$ 6,510.00 | 6.000 | | 6.000 | \$ 39,060.00 |
| 2.19 | SET (TY II) (18 IN) (RCP) (6:1) (P) | EA | 73.000 | \$ 1,000.00 | 52.000 | | 52.000 | \$ 52,000.00 |
| 2.20 | SET (TY II) (24 IN) (RCP) (6:1) (P) | EA | 42.000 | \$ 1,215.00 | 16.000 | | 16.000 | \$ 19,440.00 |
| 2.21 | SET (TY II) (30 IN) (RCP) (6:1) (P) | EA | 30.000 | \$ 2,365.00 | 18.000 | | 18.000 | \$ 42,930.00 |
| 2.22 | SET (TY II) (36 IN) (RCP) (6:1) (P) | EA | 28.000 | \$ 3,200.00 | 8.000 | | 8.000 | \$ 25,600.00 |
| 2.23 | CONC CURB & GUTTER 4" (TY I) | LF | 3,331.000 | \$ 14.00 | - | 1,952.000 | 1,952.000 | \$ 27,328.00 |
| 2.24 | DRIVEWAYS (CONC)(TYPE 2-A AND TYPE2-B) | SY | 971.000 | \$ 90.00 | - | | - | \$ - |
| 2.25 | DRIVEWAYS (ACP)(TYPE 1) | SY | 5,139.000 | \$ 34.00 | - | | - | \$ - |
| 2.26 | CONC SIDEWALKS (4") | SY | 16.000 | \$ 120.00 | - | | - | \$ - |
| 2.27 | GEOGRID BASE REINFORCEMENT (TY II) | SY | 22,842.000 | \$ 3.00 | - | | - | \$ - |
| 2.28 | CURB END BLOCK | EA | 9.000 | \$ 180.00 | - | | - | \$ - |
| 2.29 | MAILBOX INSTALL - S (WC-POST)(TY 3) | EA | 49.000 | \$ 365.00 | - | | - | \$ - |
| 2.30 | MAILBOX INSTALL - D (WC-POST)(TY 3) | EA | 4.000 | \$ 425.00 | - | | - | \$ - |
| 2.31 | SUBGRADE WIDENING (DENS CONT) | STA | 4.000 | \$ 440.00 | - | | - | \$ - |
| | DRAINAGE | | | | | | | |
| 3.01 | TRENCH EXCAVATION PROTECTION | LF | 3,117.000 | \$ 18.00 | 1,843.000 | | 1,843.000 | \$ 33,174.00 |
| 3.02 | RIPRAP (CONC)(CL B)(5 IN) | CY | 108.000 | \$ 458.00 | 96.829 | | 96.829 | \$ 44,347.68 |
| 3.03 | CONC BOX CULVERT (4FT X 2FT) | LF | 372.000 | \$ 280.00 | 372.000 | | 372.000 | \$ 104,160.00 |
| 3.05 | CONC BOX CULVERT (6FT X 3FT) | LF | 661.000 | \$ 395.00 | 661.000 | | 661.000 | \$ 261,095.00 |
| 3/16/2010 Total | | | | | | | | |
| | | | | | | | | \$ 674,670.68 |

Project No:

Application for Payment

00 62 76 - 3

APPLICATION FOR PAYMENT FORM

Contractor's Application for Payment No.

8

Project Name: Speegleville Road Project No.: 1-02518.02
 Owner: McLennan County Period: 9/25/2020
 Contractor: KNIFE RIVER CORP. SOUTH Engineer: Walker Partners

| Item | Item Description | Unit of Measure | Quantity | Unit Price Bid | Quantity Complete thru last pay period | Quantity Complete this Month | Quantity Complete to Date | Value of Work Completed to Date |
|------------------------|--|-----------------|-----------|----------------|--|------------------------------|---------------------------|---------------------------------|
| | DRAINAGE (CONT.) | | | | | | | |
| 3.06 | CONC BOX CULVERT (7FT X 3FT) | LF | 798.000 | \$ 486.00 | 798.000 | | 798.000 | \$ 387,828.00 |
| 3.07 | RCP PIPE (CL III)(18 IN) | LF | 1,561.000 | \$ 59.00 | 1,398.000 | | 1,398.000 | \$ 82,482.00 |
| 3.08 | RCP PIPE (CL III)(24 IN) | LF | 282.000 | \$ 71.00 | 282.000 | | 282.000 | \$ 20,022.00 |
| 3.09 | RCP PIPE (CL III)(36 IN) | LF | 1,325.000 | \$ 116.00 | 1,328.000 | | 1,328.000 | \$ 154,048.00 |
| 3.10 | INLET (COMPL) (PCU) (3FT) (RIGHT) | EA | 6.000 | \$ 3,680.00 | 6.000 | | 6.000 | \$ 22,080.00 |
| 3.11 | INLET (COMPL) (PCU) (4FT) (LEFT) | EA | 2.000 | \$ 4,740.00 | 2.000 | | 2.000 | \$ 9,480.00 |
| 3.12 | INLET (COMPL) (PCU) (4FT) (BOTH) | EA | 4.000 | \$ 4,880.00 | 4.000 | | 4.000 | \$ 19,520.00 |
| 3.13 | JUNCTION BOX (COMPL) (PUB) (5FT) | EA | 1.000 | \$ 5,535.00 | 1.000 | | 1.000 | \$ 5,535.00 |
| 3.14 | MANHOLE (COMPL) (PRM) (4FT) | EA | 1.000 | \$ 2,530.00 | 1.000 | | 1.000 | \$ 2,530.00 |
| 3.15 | WINGWALL (FW-0) (HW=4 FT) | EA | 1.000 | \$ 8,500.00 | 1.000 | | 1.000 | \$ 8,500.00 |
| 3.16 | WINGWALL (FW-S) (HW=5 FT) | EA | 3.000 | \$ 11,580.00 | 2.000 | 1.000 | 3.000 | \$ 34,740.00 |
| 3.17 | WINGWALL (FW-S) (HW=6 FT) | EA | 1.000 | \$ 14,915.00 | - | 1.000 | 1.000 | \$ 14,915.00 |
| 3.18 | WINGWALL (PW-1) (HW=4 FT) | EA | 2.000 | \$ 18,150.00 | 1.000 | 1.000 | 2.000 | \$ 36,300.00 |
| 3.19 | SET (TY I) (S=4 FT) (HW=3 FT)(6:1) (C) | EA | 12.000 | \$ 5,150.00 | 9.000 | | 9.000 | \$ 46,350.00 |
| 3.20 | SET (TY I) (S=7 FT) (HW=4 FT)(6:1) (C) | EA | 8.000 | \$ 6,100.00 | - | 6.000 | 6.000 | \$ 36,600.00 |
| 3.21 | SET (TY II) (18 IN) (RCP) (6:1) (C) | EA | 8.000 | \$ 1,000.00 | 9.000 | | 9.000 | \$ 9,000.00 |
| 3.22 | SET (TY II) (18 IN) (RCP) (6:1) (P) | EA | 1.000 | \$ 1,000.00 | 2.000 | | 2.000 | \$ 2,000.00 |
| 3.23 | SET (TY II) (24 IN) (RCP) (6:1) (C) | EA | 12.000 | \$ 1,215.00 | 6.000 | | 6.000 | \$ 7,290.00 |
| 3.24 | SET (TY II) (36 IN) (RCP) (6:1) (P) | EA | 2.000 | \$ 3,200.00 | 2.000 | | 2.000 | \$ 6,400.00 |
| 3.25 | TRENCH SAFETY PLAN | LS | 1.000 | \$ 9,550.00 | - | | - | \$ - |
| 3.26 | FLEXAMAT EROSION CONTROL MAT | SY | 1,162.000 | \$ 58.20 | - | | - | \$ - |
| 3/16/2010 Total | | | | | | | | |
| | | | | | | | | \$ 905,620.00 |

Project No:

Application for Payment

00 62 76 - 4

APPLICATION FOR PAYMENT FORM

Contractor's Application for Payment No.

Project Name: Speedleville Road
 Owner: McLennan County
 Contractor: KNIFE RIVER CORP. SOUTH

Project No.: 1-02518.02
 Period: 9/25/2020
 Engineer: Walker Partners

| Item | Item Description | Unit of Measure | Quantity | Unit Price Bid | Quantity Complete thru last pay period | Quantity Complete this Month | Quantity Complete to Date | Value of Work Completed to Date |
|------|---------------------------------------|-----------------|-----------|----------------|--|------------------------------|---------------------------|---------------------------------|
| | BRIDGE | | | | | | | |
| 4.01 | STRUCT EXCAV (BRIDGE) | CY | 111.000 | \$ 19.00 | 111.000 | | 111.000 | \$ 2,109.00 |
| 4.02 | CEM STABIL BKFL | CY | 110.000 | \$ 155.00 | 217.000 | | 217.000 | \$ 33,635.00 |
| 4.03 | DRILL SHAFT (18 IN) | LF | 301.000 | \$ 147.00 | 43.000 | | 43.000 | \$ 6,321.00 |
| 4.04 | CL C CONC (ABUT) | CY | 50.400 | \$ 715.00 | 50.400 | | 50.400 | \$ 36,036.00 |
| 4.05 | CL C CONC (BENT) | CY | 62.600 | \$ 807.00 | 67.000 | | 67.000 | \$ 54,069.00 |
| 4.06 | DRILL SHAFT (36 IN) | LF | 473.000 | \$ 175.00 | 488.000 | | 488.000 | \$ 85,400.00 |
| 4.08 | REINF CONC SLAB | SF | 5,893.000 | \$ 24.00 | 4,862.060 | 1,031.000 | 5,893.060 | \$ 141,433.44 |
| 4.09 | APPROACH SLAB | CY | 103.400 | \$ 440.00 | 1.000 | 102.400 | 103.400 | \$ 45,496.00 |
| 4.10 | PRESTR CONC GIRDER (TX40) | LF | 802.000 | \$ 195.00 | 802.000 | | 802.000 | \$ 156,390.00 |
| 4.11 | RIPRAP (STONE COMMON)(DRY)(12 IN) | CY | 88.000 | \$ 108.00 | 55.160 | | 55.160 | \$ 5,957.28 |
| 4.12 | RIPRAP (MOW STRIP)(4 IN) | CY | 47.000 | \$ 500.00 | - | | - | \$ - |
| 4.13 | CLEANING AND SEALING EXISTING JOINTS | LF | 83.000 | \$ 100.00 | - | | - | \$ - |
| 4.14 | RAIL (TY 223) | LF | 238.000 | \$ 110.00 | 131.000 | 107.000 | 238.000 | \$ 26,180.00 |
| 4.15 | ARMOR JOINT | LF | 109.300 | \$ 81.00 | 126.200 | | 126.200 | \$ 10,222.20 |
| 4.16 | PERM CTB (SSCB)(TY 1)(MOD) | LF | 215.000 | \$ 120.00 | - | 215.000 | 215.000 | \$ 25,800.00 |
| 4.17 | MTL W-BEAM GD FEN (STEEL POST) | LF | 612.500 | \$ 23.70 | 50.000 | | 50.000 | \$ 1,185.00 |
| 4.18 | GUARDRAIL END TREATMENT (INSTALL) | EA | 5.000 | \$ 2,800.00 | 1.000 | | 1.000 | \$ 2,800.00 |
| 4.19 | MTL BEAM GD FEN TRANS (THRIE-BEAM) | EA | 6.000 | \$ 2,265.00 | 2.000 | | 2.000 | \$ 4,530.00 |
| 4.20 | DOWNSTREAM ANCHOR TERMINAL | EA | 1.000 | \$ 1,130.00 | 1.000 | | 1.000 | \$ 1,130.00 |
| 4.21 | CRASH CUSHION ATTN (INSTL)(L)(W)(TL3) | EA | 2.000 | \$ 48,000.00 | 2.000 | | 2.000 | \$ 96,000.00 |
| | SIGNAGE & PAVEMENT MARKING | | | | | | | |

3/16/2010 Total

\$ 734,693.92

Project No:

Application for Payment

00 62 76 - 5

APPLICATION FOR PAYMENT FORM

Contractor's Application for Payment No.

8

Project Name: Speegleville Road
 Owner: McLennan County
 Contractor: KNIFE RIVER CORP. SOUTH

Project No.: 1-02518.02
 Period: 9/25/2020
 Engineer: Walker Partners

| Item | Item Description | Unit of Measure | Quantity | Unit Price Bid | Quantity Complete thru last pay period | Quantity Complete this Month | Quantity Complete to Date | Value of Work Completed to Date |
|------|---|-----------------|-------------|----------------|--|------------------------------|---------------------------|---------------------------------|
| 5.01 | SIGN POST INSTALLATION | EA | 38,000 | \$ 565.00 | - | - | - | \$ - |
| 5.02 | INSTL OM ASSM (OM-2)(WC)GND | EA | 19,000 | \$ 97.00 | - | - | - | \$ - |
| 5.03 | INSTL OM ASSM (OM-22)(FLX)SRF | EA | 14,000 | \$ 103.00 | - | - | - | \$ - |
| 5.04 | REFL PAV MRK TY 1 (W) 24" (ARROW)(100MIL) | EA | 3,000 | \$ 350.25 | - | - | - | \$ - |
| 5.05 | REFL PAV MRK TY 1 (W) 8" (BRK)(90MIL) | LF | 450,000 | \$ 0.27 | - | - | - | \$ - |
| 5.06 | REFL PAV MRK TY 1 (W) 8" (SLD)(90MIL) | LF | 1,783,000 | \$ 1.89 | - | - | - | \$ - |
| 5.07 | REFL PAV MRK TY 1 (W) 24" (SLD)(90MIL) | LF | 77,000 | \$ 34.49 | - | - | - | \$ - |
| 5.08 | RE PM WIRE REQ TY I (W)4"(SLD)(90MIL) | LF | 41,382,000 | \$ 0.63 | - | - | - | \$ - |
| 5.09 | RE PM WIRE REQ TY I (W)4"(BRK)(90MIL) | LF | 20,901,000 | \$ 0.09 | - | - | - | \$ - |
| 5.10 | RE PM WIRE REQ TY I (W)4"(SLD)(90MIL) | LF | 30,662,000 | \$ 0.63 | - | - | - | \$ - |
| 5.11 | REFL PAV MRKR TY I-C | EA | 90,000 | \$ 8.62 | - | - | - | \$ - |
| 5.12 | REFL PAV MRKR TY II-A-A | EA | 845,000 | \$ 8.62 | - | - | - | \$ - |
| 5.13 | DEAD END ROADWAY BARRICADE | EA | 3,000 | \$ 3,795.00 | - | - | - | \$ - |
| | TRAFFIC & EROSION CONTROL | | | | | | | |
| 6.01 | FURN AND PLACE TOPSOIL (4") | SY | 246,502,000 | \$ 0.12 | 13,610,000 | | 13,610,000 | \$ 1,633.20 |
| 6.02 | SOIL RET BLNKTS (CL 1)(TY A) | SY | 94,950,000 | \$ 3.50 | - | | - | \$ - |
| 6.03 | BROADCAST SEEDING | SY | 246,502,000 | \$ 0.47 | - | | - | \$ - |
| 6.04 | TRAFFIC CONTROL - PHASE BLUE | LS | 1,000 | \$ 30,485.00 | 0.450 | 0.100 | 0.550 | \$ 16,766.75 |
| 6.05 | TRAFFIC CONTROL - PHASE GREEN | LS | 1,000 | \$ 12,825.00 | 0.850 | 0.100 | 0.950 | \$ 12,183.75 |
| 6.06 | TRAFFIC CONTROL - PHASE ORANGE | LS | 1,000 | \$ 35,975.00 | 0.850 | 0.100 | 0.950 | \$ 34,176.25 |
| 6.07 | TRAFFIC CONTROL - PHASE RED | LS | 1,000 | \$ 62,265.00 | 0.500 | 0.100 | 0.600 | \$ 37,359.00 |
| 6.08 | TRAFFIC CONTROL - PHASE YELLOW | LS | 1,000 | \$ 36,955.00 | - | - | - | \$ - |

3/16/2010 Total

\$ 102,118.95

Project No:

Application for Payment

00 62 76 - 6

APPLICATION FOR PAYMENT FORM

Contractor's Application for Payment No.

8

| | | | |
|---------------|-------------------------|--------------|--|
| Project Name: | Speegleville Road | Project No.: | |
| Owner: | McLennan County | Period: | |
| Contractor: | KNIFE RIVER CORP. SOUTH | Engineer: | |

1-02518.02
9/25/2020
Walker Part

[illegible]

3/16/2010 Total

Project No:

Application for Payment

\$ 274,673.66

00 62 76 - 7

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

By Myrcetez Gowan-Perkins,
Deputy

The Court went to L. Grants / Grant Proposals.

AGENDA: OCTOBER 20, 2020

L. Grants / Grant Proposals:

- | | |
|---|--|
| 1. Regarding the Texas Historic Courthouse Preservation Program: Recording of Architexas Invoice No. 1902.05 for Courthouse Master Plan Update | Approved <i>(See after Item J. 1.)</i> |
| 2. Regarding the Texas Indigent Defense Commission FY 21 Formula Grant: Authorization of Submission of Grant Application and Related Resolution | Approved |
| 3. Regarding the Texas Department of Family and Protective Services (DFPS) Title IV-E Grant Contract No. HHS000285100008 for Legal Services: Authorization of Title IV-E Legal Assistance Claim (Quarter Ended 6/30/20) | Approved |

10:44

ORDER ACCEPTING:

**RECORDING OF ARCHITEXAS INVOICE NO. 1902.05 FOR
COURTHOUSE MASTER PLAN UPDATE**

**RE: THE TEXAS HISTORIC COURTHOUSE
PRESERVATION PROGRAM**

On this the 20 day of October, 2020, came on for consideration the matter of Regarding the Texas Historic Courthouse Preservation Program: Recording of Architexas Invoice No. 1902.05 for Courthouse Master Plan Update. 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Recording be, and the same is hereby accepted by unanimous vote.

October 13, 2020

The Honorable Scott M. Felton
McLennan County Judge
Post Office Box 1728
Waco, TX 76703
Dustin.chapman@co.mclennan.tx.us

Re: McLennan County Courthouse
Waco, TX

Invoice No: 1902.05
Project No: 1902

UPDATE OF THE PREVIOUSLY-APPROVED MCLENNAN COUNTY COURTHOUSE REHABILITATION
MASTER PLAN, LOCATED IN WACO, TEXAS: June 1 – September 30, 2020

| | Contract Maximum | % Comp | Amount Involved | Amount Previously Billed | Current Amount Due |
|-----------------------|---------------------|-----------|---------------------|--------------------------------|--------------------------|
| Master Plan | \$ 49,500.00 | 95% | \$ 47,025.00 | \$ 37,125.00 | \$ 9,900.00 |
| Reimbursable Expenses | | | 950.60 | 950.60 | 00.00 |
| | | | \$ 47,975.60 | \$ 38,075.60 | \$ 9,900.00 |

TOTAL AMOUNT DUE \$ 9,900.00

ACCEPTED BY COMMISSIONERS COURT
THIS 23 DAY OF Oct 2020
Scott M. Felton
COUNTY JUDGE *For Recording*

Dallas | Austin | San Antonio
www.architexas.com

1907 Marilla St.
Second Floor
Dallas, Texas 75201

2900 S. Congress Ave.
Suite 200
Austin, Texas 78704

417 8th Street
San Antonio, Texas 78215

p 214.748.4561

p 512.444.4220

p 210.998.2422

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

By Myrcetez Gowan-Perkins,
Deputy

ORDER APPROVING:

**AUTHORIZATION OF SUBMISSION OF GRANT APPLICATION
AND RELATED RESOLUTION**

**RE: THE TEXAS INDIGENT DEFENSE COMMISSION
FY 21 FORMULA GRANT**

On this the 20 day of October, 2020, came on for consideration the matter Regarding the Texas Indigent Defense Commission FY 21 Formula Grant: Authorization of Submission of Grant Application and Related Resolution. After discussion, Commissioner Miller 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 Miller, Commissioner Snell, 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 24, 2020

CHAIR:
The Honorable Sharon Keller
Presiding Judge
Court of Criminal Appeals

The Honorable Scott M Felton
McLennan County Judge
P.O Box 1728
Waco, TX 76701

EX OFFICIO MEMBERS:
Honorable Sharon Keller
Honorable Nathan Hecht
Honorable John Whitmire
Honorable Brandon Creighton
Honorable Nicole Collier
Honorable Reggie Smith
Honorable Sherry Radack
Honorable Vivian Torres

MEMBERS APPOINTED BY GOVERNOR:
Mr. Alex Bunin
Honorable Richard Evans
Mr. Gonzalo Rios
Honorable Missy Medary
Honorable Valerie Covey

EXECUTIVE DIRECTOR:
Geoffrey Burkhart

Re: FY2021 Formula Grant Request for Applications

Dear Judge Felton:

The Texas Indigent Defense Commission announces the FY2021 Formula Grant Request for Applications (RFA). **Applications are due November 15, 2020.** The attached packet provides information on what is needed for counties to obtain Formula Grant funds. **There are two simple steps to apply for your formula grant:**

1. Commissioners Court should adopt the attached FY2021 TIDC Formula Grant Resolution.
2. Upload the signed resolution on TIDC's grants and reporting website, <https://tidc.tamu.edu>, confirm contact information for county officials, and click the "submit" button.

Step by step instructions are included in the Request for Applications.

To be eligible, the local administrative judges and chairs of Juvenile Boards should have submitted their biennial indigent defense plans by November 1, 2019 through our on-line system. TIDC staff will continue to work with counties to ensure that all of the statutory and required elements are included in each plan if judges make amendments. Also, county financial officers must submit their Indigent Defense Expense Report by November 1, 2020. The reporting manual for county financial officers is available at <http://www.tidc.texas.gov/media/58512/fy20idermanual.pdf>. Both of these requirements are required by Texas Government Code §79.036.

The Commission adopted Texas Administrative Code Chapter 173 in order to implement the grant authority established by the Texas Legislature. These administrative rules and the attached RFA are available at: www.tidc.texas.gov.

Please contact Edwin Colfax, Director of Grant Funding at ecolfax@tidc.texas.gov or 512-936-6994, if you have any questions about the Formula Grant Program or the application process.

Sincerely,

Sharon Keller
Chair, Texas Indigent Defense Commission
Presiding Judge, Court of Criminal Appeals

Enclosed: FY2021 Formula Grant RFA
FY2021 Formula Grant Resolution

APPLICATION SUBMISSION
APPROVED BY COMMISSIONERS COURT
THIS 29 DAY OF Oct 2020
Scott M. Felton
COUNTY JUDGE

Texas Indigent Defense Commission
209 West 14th Street, Room 202 • Austin, Texas 78701
512.936.6994
www.tidc.texas.gov

2021 McLennan County Resolution
Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, McLennan County Commissioners Court has agreed that in the event of loss or misuse of the funds, McLennan County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this 20 day of OCTOBER, 2020.



Scott M Felton
County Judge

Attest:

County Clerk



TEXAS INDIGENT DEFENSE COMMISSION

209 West 14th Street, Suite 202 Price Daniel, Sr. Building,
Austin, Texas 78701
512-936-6994
www.tidc.texas.gov

FY2021 Formula Grant Program Request for Applications (RFA)

Issued September 2020

Formula Grant Program Overview

The Texas Indigent Defense Commission (Commission) provides financial and technical support to counties to develop and maintain quality, cost-effective indigent defense systems that meet the needs of local communities and the requirements of the Constitution and state law. Formula Grants are awarded to eligible Texas counties to help counties meet constitutional and statutory requirements for indigent defense and to promote compliance with standards adopted by the Commission.

Application Due Date

Formula grant applications for Fiscal Year 2021 must be submitted on-line by **Friday, November 15, 2020**. The grant period is October 1, 2020 through September 30, 2021.

Total FY 2021 Formula Grant Amount Budgeted: \$22,000,000

Eligibility for Formula Grants

Only Texas counties may apply. Counties must meet the following requirements:

- 1) Indigent Defense Expenditure Report** — All counties are statutorily required (Texas Government Code Sec. 79.036 (e)) to submit an Indigent Defense Expenditure Report each year on November 1 in the form and manner prescribed by the Commission. Counties that do not complete the Indigent Defense Expense Report on or before November 1, 2020 may have payments temporarily suspended by Commission staff until the report is submitted and reconciled by staff.
- 2) Indigent Defense Plan Requirements** — The Local Administrative District Judges, the Local Statutory County Court Judges (or County Judge as applicable) and the Chairman of the Juvenile Board for each county must submit a copy of all formal and informal rules and forms that describe the procedures used in the county to provide indigent defendants with counsel in accordance with the Code of Criminal Procedure (Countywide Plans) to the Commission as required in Government Code §79.036. The Countywide Plans submitted must be in compliance with applicable statutes and rules and must meet the minimum requirements for each plan section as outlined in the Biennial Indigent Defense Countywide Plan Instructions. Plans were due November 1, 2019. Formula grant payments during the year may be withheld until plans are submitted or meet the minimum requirements for each plan section set by Commission.

- 3) **Compliance with Monitoring Reports** — A county must respond within the required time, take corrective action for findings of non-compliance, and satisfactorily address all recommendations in a Commission fiscal or policy monitoring report. Failure to comply with any of these requirements could result in the Commission imposing a remedy under TAC 173.307 or Texas Government Code §79.037.
- 4) **Office of Court Administration Reporting Requirements** — The applicants' county and district clerks must be in compliance with monthly reporting requirements listed below.
- a) Texas Judicial Council Monthly Court Activity Reports required by Texas Administrative Code Chapter 171 and Texas Government Code §71.035; and
 - b) Appointments and Fees Monthly Reports required under Chapter 36, Texas Government Code.

Reports for September 2019 through August 2020 are due not later than September 30, 2020 and must be submitted to OCA electronically unless OCA grants a temporary waiver for good cause.

How Formula Grants are Calculated

Every county is eligible to receive a grant of \$15,000 plus its share of the remaining funds budgeted by the Commission for the Formula Grant Program calculated by:

- 50 percent on the County's percent of state population; and
- 50 percent on the County's percent of statewide direct indigent defense expenditures for the previous year (as defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)):
 - less discretionary funds provided by the Commission for expenditures defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)
 - less the reimbursed costs of operating a regional program
 - The baseline requirements below do not apply to counties with a 2000 Census population of less than 10,000.

The County shall not receive more in funds than what was actually spent by the county in the prior year.

Baseline — The baseline is the minimum amount counties must spend in indigent defense before they qualify for formula grants. To meet the requirements under Texas Government Code §79.037(d), the Commission has adopted as an expenditure baseline based on each county's FY01 indigent defense expenditures. Attorney fees, investigator expenses, expert witness expenses, and other litigation expenses paid by the county on behalf of indigent criminal defendants / juvenile respondents are allowable expenses. This information remains a static baseline. The baseline requirement does not apply to counties with a 2000 Census population of less than 10,000.

How to Apply for Formula Grant

Applications are submitted online at <http://tidc.tamu.edu>. All county judges have been assigned a unique user name and password. The application requires a commissioner's court resolution to be scanned and e-mailed or uploaded on the application page of the website. The resolution is generated by the on-line system and must be printed from the on-line application page.

If a person other than the recipient of this letter needs to obtain a user name and password for the online application system, contact the Public Policy Research Institute (PPRI) at Texas A&M University. PPRI manages the collection, storage and retrieval of data for the Commission. County officials may contact PPRI through e-mail, (hcaspers@ppri.tamu.edu) or phone (979) 845-6754. PPRI will not provide user names and passwords over the phone. Individuals using personal e-mail accounts may be asked to provide additional information.

Application Steps

- a. Go to the TIDC Grants and Reporting website (hosted by PPRI) at <https://tidc.tamu.edu>.
- b. Sign in and enter the User ID and Password or contact PPRI (Follow on-line page instructions).
- c. Select "FY2021" and your county in the upper left part of the screen.
- d. Select "Apply for Formula Grant" from the column on the left side of the screen.
- e. Review the eligibility requirements. The screen will display the County's compliance status regarding indigent defense plans. Counties that have outstanding requirements will not be able to receive funds until they meet all grant program eligibility requirements. If indigent defense plans are not marked "Complete" counties should still submit the application and then contact the Commission for instructions to resolve plan compliance issues.
- f. Identify the individuals in the following grant positions as required in Texas Administrative Code Rule 173.301.
 - i. Authorized official - This person must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official
 - ii. Fiscal Officer - This person must be the county auditor or county treasurer if the county does not have a county auditor.Use the "Change" button make changes as needed to officials or contact information.
- g. Click the "Submit" button at the bottom of the screen. You should be taken to a confirmation page at that point.
- h. Maintain confirmation – When the system provides a confirmation page to the grant officials confirming that the application has been completed and informing them that the resolution must be adopted by the commissioner's court and then faxed to the Commission. **PLEASE PRINT THE CONFIRMATION PAGE.**
 - i. Select the "Resolution" link in the confirmation page to create your county's resolution form.
 - j. Print or download resolution. The system will allow the user to download a resolution as a Microsoft Word document or provide an opportunity to print the document. Please use the resolution printed from the website. The resolution must be adopted by the commissioners court.
 - k. Please scan the resolution adopted by commissioners court and then upload it in the application page of the website **on or before the DUE DATE Friday, November 15, 2020**. Alternatively, you may email the resolution to Heather Caspers (hcaspers@ppri.tamu.edu) or fax it to 888-351-3485.

Contact Edwin Colfax, Grants Administrator, ecolfax@tidc.texas.gov or 512-463-2508 for questions.

Notice of Funding

- **Statement of Grant Award** — Statements of Grant Awards will be prepared as authorized by the Commission. These may include special conditions. The e-mail with the attached Statements of Grant Award will be directed to the official designated in the resolution adopted by the commissioners' court. The County will have thirty days to notify the grant administrator of errors or cancelation after receipt of the award.
- **Special Conditions** — The Commission may determine special conditions or authorize staff to apply the conditions on criteria set by the Commission (TAC 173.201). The Commission may develop special conditions that relate to expenditures, compliance with statutory requirements or standards adopted by the Commission.
- **Denial of Grant** — Counties not completing the grant application process or those not meeting minimum eligibility requirements will be notified by mail within 30 days following the Commission award meeting.

Use of Funds

Funds must be used to improve indigent defense systems. Attorney fees, investigator expenses, expert witness expenses, and other direct litigation costs that a county spends on behalf of a criminal defendant or juvenile respondent in a criminal matter that has been determined by a court of competent jurisdiction to be indigent are allowable expenses. All funds must be spent in compliance with the following: Texas Administrative Code, Title 1 Administration, Part 8 Texas Judicial Council, Chapter 173 Indigent Defense Grants; and Texas Uniform Grant Management Standards.

Payments

Awards will generally be distributed in four (4) equal quarterly disbursements. The Commission may approve single payments for awards below a certain threshold. The award letter will notify the county of the number of payments.

Counties must have met all eligibility, spending, and grant condition requirements before receiving payments. Payments will be made quarterly for most counties. Some counties may have a special conditions related to meeting minimum spending requirements. These counties will receive funds only after a supplemental expenditure report establishes that they have spent the predetermined minimum amount stated in the special condition.

No payment shall be made from grant funds to a county until all special conditions have been met unless the special condition adopted by the Commission provides an alternative payment schedule or instructions for payment. Commission staff shall maintain documentation through electronic/paper files or correspondence to the county stating how the special condition was met.

Maintain contact information

All counties must maintain the grant and plan officials contact information on counties' web page set up at <http://tidc.tamu.edu>. Counties must advise the Commission of changes in the authorized official, program director, financial officer, local administrative district judge, local administrative statutory county judge, chairman of the juvenile board and constitutional county judge by updating this website contact information. This information will be used to provide notices for grant or plan submission information. The Commission staff will use e-mail whenever possible to notify counties of required reports and funding opportunities.

Impact of Multi-year Discretionary Regional or Sustainability Grants

Counties that receive discretionary grants from the Commission are encouraged to continue to apply for the Formula Grant. Such counties may use their formula grant payments to maintain the discretionary grant program.

Notification of Availability

This FY20 Formula Grant - Request for Applications (RFA) is sent to all 254 Texas Constitutional County Judges. A courtesy notice is sent to all local administrative district judges, local administrative statutory county judges, chairman of juvenile board and each county auditor (or treasurer).

Authorization to Fund, Applicable Authority and Rules

Texas Government Code Sec. 79.037. TECHNICAL SUPPORT; GRANTS.

- (a) The commission shall:
 - (1) provide technical support to:
 - (A) assist counties in improving their indigent defense systems; and
 - (B) promote compliance by counties with the requirements of state law relating to indigent defense;
 - (2) to assist counties in providing indigent defense services in the county, distribute in the form of grants any funds appropriated for the purposes of this section; and
 - (3) monitor each county that receives a grant and enforce compliance by the county with the conditions of the grant, including enforcement by:
 - (A) withdrawing grant funds; or
 - (B) requiring reimbursement of grant funds by the county.
- (b) The commission shall distribute funds as required by Subsection (a)(2) based on a county's compliance with standards adopted by the board and the county's demonstrated commitment to compliance with the requirements of state law relating to indigent defense.
- (c) The board shall adopt policies to ensure that funds under Subsection (a)(2) are allocated and distributed to counties in a fair manner.
- (d) A county may not reduce the amount of funds provided for indigent defense services in the county because of funds provided by the commission under this section.

Texas Administrative Code Chapter 173

Uniform Grant Management Standards (UGMS)

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

By Myrosetez Gowan-Perkins,
Deputy

ORDER APPROVING:

**AUTHORIZATION OF TITLE IV-E LEGAL ASSISTANCE
CLAIM (QUARTER ENDED 6/30/20)**

**RE: THE TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE
SERVICES (DFPS) TITLE IV-E GRANT CONTRACT
NO. HHS000285100008 FOR LEGAL SERVICES**

On this the 20 day of October, 2020, came on for consideration the matter Regarding the Texas Department of Family and Protective Services (DFPS) Title IV-E Grant Contract No. HHS000285100008 for Legal Services: Authorization of Title IV-E Legal Assistance Claim (Quarter Ended 6/30/20). After discussion, Commissioner Miller 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.



JUSTICE BENEFITS, INC.

Government Consulting Firm
1711 East Beltline Rd.
Coppell, TX 75019

Toll Free: (800) 835-2164
Phone: (972) 406-3700

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JBI Gets Results!

JUSTICE BENEFITS, INC.

JBI-LTD.COM

McLennan County, Texas

Title IV-E Legal Assistance Claim

For the quarter ended June 30, 2020

Based on Actual Expenses



PURCHASE VOUCHER FFY 2018 to FFY 2025

Form 4116 Legal
last updated 8/17/20

| | | | | | | | |
|--|--|--------------------------------|--|---|--|--|--|
| 1. Agency Reference Number | | 2. Agency Number 530 | | 3. Agency Name TEXAS DEPT OF FAMILY AND PROTECTIVE SERVICES | | 4. Contract Document Number | |
| 5. Effective Date | | 6. Order (document) Date | | 7. Use Date | | 8. Doc Agency | |
| 9. Payee Identification Number (11 digits) 17480024924 | | 10. POY | | 11. POC | | 12. Regulation Number | |
| 13. Payee Name/Address MAIL CODE: 019 | | 14. POY | | 15. Requestion Number | | 16. Document Amount \$ 40,581.84 | |
| 17. Agency Use | | | | 18. Agency Use | | | |
| 19. Agency Use | | | | 20. Agency Use | | | |
| 21. Agency Use | | | | 22. Agency Use | | | |
| 23. Agency Use | | | | 24. Agency Use | | | |
| 25. Agency Use | | | | 26. Agency Use | | | |
| 27. Agency Use | | | | 28. Agency Use | | | |
| 29. Agency Use | | | | 30. Agency Use | | | |
| 31. Agency Use | | | | 32. Agency Use | | | |
| 33. Agency Use | | | | 34. Agency Use | | | |
| 35. Agency Use | | | | 36. Agency Use | | | |
| 37. Agency Use | | | | 38. Agency Use | | | |
| 39. Agency Use | | | | 40. Agency Use | | | |
| 41. Agency Use | | | | 42. Agency Use | | | |
| 43. Agency Use | | | | 44. Agency Use | | | |
| 45. Agency Use | | | | 46. Agency Use | | | |
| 47. Agency Use | | | | 48. Agency Use | | | |
| 49. Agency Use | | | | 50. Agency Use | | | |
| 51. Agency Use | | | | 52. Agency Use | | | |
| 53. Agency Use | | | | 54. Agency Use | | | |
| 55. Agency Use | | | | 56. Agency Use | | | |
| 57. Agency Use | | | | 58. Agency Use | | | |
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| 61. Agency Use | | | | 62. Agency Use | | | |
| 63. Agency Use | | | | 64. Agency Use | | | |
| 65. Agency Use | | | | 66. Agency Use | | | |
| 67. Agency Use | | | | 68. Agency Use | | | |
| 69. Agency Use | | | | 70. Agency Use | | | |
| 71. Agency Use | | | | 72. Agency Use | | | |
| 73. Agency Use | | | | 74. Agency Use | | | |
| 75. Agency Use | | | | 76. Agency Use | | | |
| 77. Agency Use | | | | 78. Agency Use | | | |
| 79. Agency Use | | | | 80. Agency Use | | | |
| 81. Agency Use | | | | 82. Agency Use | | | |
| 83. Agency Use | | | | 84. Agency Use | | | |
| 85. Agency Use | | | | 86. Agency Use | | | |
| 87. Agency Use | | | | 88. Agency Use | | | |
| 89. Agency Use | | | | 90. Agency Use | | | |
| 91. Agency Use | | | | 92. Agency Use | | | |
| 93. Agency Use | | | | 94. Agency Use | | | |
| 95. Agency Use | | | | 96. Agency Use | | | |
| 97. Agency Use | | | | 98. Agency Use | | | |
| 99. Agency Use | | | | 100. Agency Use | | | |

| | | | | | | | | | | | |
|---|----------------|--|-----------------|---|------------------|--|---------------|-----------------|-----------------|-------------------|---|
| 18 | Ref Doc | SFX | M | TC | Index | PCA | AY | COBJ | AOBJ | Amount | R |
| SFX | APPH | Fund | NACUBO Sub-Fund | Grant Number | Grant Year/Phase | Project Number | Project Phase | Contract Number | Contract Number | Multipurpose Code | |
| 001 | Invoice Number | Description | AGENCY USE | Month of Service NO PAC and APD No must be completed on all FPG 4116.2) | END Mo of Ser | REGION | PAC | APD No | | | |
| | | Tide IV-E Administration Legal Services | | | Jun-20 | 00FCP000 | 27100 | | | | |
| 18 | Ref Doc | SFX | M | TC | Index | PCA | AY | COBJ | AOBJ | Amount | R |
| SFX | APPH | Fund | NACUBO Sub-Fund | Grant Number | Grant Year/Phase | Project Number | Project Phase | Contract Number | Contract Number | Multipurpose Code | |
| 003 | Invoice Number | Description | AGENCY USE | Month of Service NO PAC and APD No must be completed on all FPG 4116.2) | END Mo of Ser | REGION | PAC | APD No | | | |
| | | Tide IV-E Training (75%) Legal Services | | | Jun-20 | 00FCP000 | 27100 | | | | |
| 18 | Ref Doc | SFX | M | TC | Index | PCA | AY | COBJ | AOBJ | Amount | R |
| SFX | APPH | Fund | NACUBO Sub-Fund | Grant Number | Grant Year/Phase | Project Number | Project Phase | Contract Number | Contract Number | Multipurpose Code | |
| 003 | Invoice Number | Description | AGENCY USE | Month of Service NO PAC and APD No must be completed on all FPG 4116.2) | END Mo of Ser | REGION | PAC | APD No | | | |
| | | Tide IV-E Training (50%) Legal Services | | | Jun-20 | 00FCP000 | 27100 | | | | |
| 18 | Ref Doc | SFX | M | TC | Index | PCA | AY | COBJ | AOBJ | Amount | R |
| SFX | APPH | Fund | NACUBO Sub-Fund | Grant Number | Grant Year/Phase | Project Number | Project Phase | Contract Number | Contract Number | Multipurpose Code | |
| 002 | Invoice Number | Description | AGENCY USE | Month of Service NO PAC and APD No must be completed on all FPG 4116.2) | END Mo of Ser | REGION | PAC | APD No | | | |
| | | Tide IV-E Indirect Administration Legal Services | | | Jun-20 | 00FCP000 | 27100 | | | | |
| 18 | Ref Doc | SFX | M | TC | Index | PCA | AY | COBJ | AOBJ | Amount | R |
| SFX | APPH | Fund | NACUBO Sub-Fund | Grant Number | Grant Year/Phase | Project Number | Project Phase | Contract Number | Contract Number | Multipurpose Code | |
| 004 | Invoice Number | Description | AGENCY USE | Month of Service NO PAC and APD No must be completed on all FPG 4116.2) | END Mo of Ser | REGION | PAC | APD No | | | |
| | | Tide IV-E Other Administration Parental Representation Services | | | Jun-20 | 00FCP000 | 27100 | | | | |
| 19. SERIAL DATE | | 20. DESCRIPTION OF GOODS OR SERVICES | | 21. TOTAL | | | | | | | |
| Months of Service 04/20 thru 06/20 (mm/yy thru mm/yy) | | County Legal Services: Administration and Training for services rendered to foster care children under the provisions of Title IV-E (Sections 471-476) of the Social Security Act (42 USC Sections 671-676) and Chapter 40 of the Human Resources Code | | | | | | | | | |
| Quarter and FY 3QFY20 | | Total Title IV-E Allowable Administration Legal Services (Certified State Match) | | \$ 18,676.44 | | \$ - | | | | | |
| | | Total Federal Reimbursement (50% FFP) | | \$ 9,338.22 | | \$ - | | | | | |
| | | Total Title IV-E Allowable Training (75%) Legal Services (Certified State Match) | | \$ - | | \$ - | | | | | |
| | | Total Federal Reimbursement of Training Cost | | \$ - | | \$ - | | | | | |
| | | Total Title IV-E Allowable Training (50%) Legal Services (Certified State Match) | | \$ - | | \$ - | | | | | |
| | | Total Federal Reimbursement of Training Cost | | \$ - | | \$ - | | | | | |
| | | Total Title IV-E Allowable Indirect Administration Legal Services (Certified State Match) | | \$ 2,199.48 | | \$ - | | | | | |
| | | Total Federal Reimbursement (50% FFP) | | \$ 1,099.74 | | \$ - | | | | | |
| | | Total Title IV-E Allowable Other Administration Legal Parental Services (Certified State Match) | | \$ 60,267.75 | | \$ - | | | | | |
| | | Total Federal Reimbursement of Training Cost | | \$ 30,143.88 | | \$ - | | | | | |
| | | Total Certified State Match | | \$ 40,581.84 | | \$ - | | | | | |
| | | Total Federal Reimbursement to County | | \$ 40,581.84 | | \$ - | | | | | |
| Vendor Certification | | X <i>Scott M. Felton</i> | | X | | | | | | | |
| Title of Vendor Certifying Firm | | Scott Felton, County Judge | | 10/20/20 | | (254) 757-5006 | | | | | |
| 24. Certifier Contact Name | | Katie Kokes | | (254) 757-6156 | | | | | | | |
| 26. I approved this voucher for payment. The above goods or services correspond in every particular with the contract under which they were purchased. The invoice for the goods or services is correct. This payment complies with the General Appropriations Act. | | | | | | | | | | | |
| Subrecipient Certification Statement: The following applies to state and federal funds: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)." | | | | | | | | | | | |
| APPROVED (Sign Here): | | Contract Technician (Print Name Here): Ardel Ray | | Mail Code 165 | | Phone (Area Code and Number) 612-834-3363 | | Date | | | |
| APPROVED (Sign Here): | | Contract Technician (Print Name Here): Tim Fadell | | Mail Code 165 | | Phone (Area Code and Number) 612-834-3240 | | Date | | | |

STATE OF TEXAS

PURCHASE VOUCHER CONTINUATION

(Shaded Areas Are Not Used By Agency 530)

Page 2 of 2

Shaded Areas Not Used by Agency 530

| 1. Doc. Agency | | | | | | | | | | 2. Current Document Number | | | |
|----------------|----------------|--|-----------------|--------------|------------------|----------------|---|-----------------|-------------------|----------------------------|---|--|--|
| 18 | Ref Doc | SFX | M | TC | Index | PCA | AY | COBJ | AOBJ | AMOUNT | R | | |
| | | | | | | 03050 | NA | 7672 | 7672BN | - | | | |
| SFX | APPN | Fund | NACUBO Sub-Fund | Grant Number | Grant Year/Phase | Project Number | Project Phase | Contract Number | Multipurpose Code | | | | |
| | | | | | | 1005FCA | | HHS000285100008 | | | | | |
| | Invoice Number | Description | | | | | AGENCY USE (Month of Service, R/D, PAC, and APD No must be completed on all FPS 4116-X) | | | | | | |
| | | Title IV-E Administration Legal Services | | | | | MM/YY (Mo. of Ser.) | REG/DIV | PAC | APD No | | | |
| | | | | | | | NA | 00FCP000 | 27100 | | | | |
| 18 | Ref Doc | SFX | M | TC | Index | PCA | AY | COBJ | AOBJ | AMOUNT | R | | |
| | | | | | | | NA | 7672 | 767201 | - | | | |
| SFX | APPN | Fund | NACUBO Sub-Fund | Grant Number | Grant Year/Phase | Project Number | Project Phase | Contract Number | Multipurpose Code | | | | |
| | | | | | | 1006FCT | | HHS000285100008 | | | | | |
| | Invoice Number | Description | | | | | AGENCY USE (Month of Service, R/D, PAC, and APD No must be completed on all FPS 4116-X) | | | | | | |
| | | Title IV-E Training (75%) Legal Services | | | | | MM/YY (Mo. of Ser.) | REG/DIV | PAC | APD No | | | |
| | | | | | | | NA | 00FCP000 | 27100 | | | | |
| 18 | Ref Doc | SFX | M | TC | Index | PCA | AY | COBJ | AOBJ | AMOUNT | R | | |
| | | | | | | | NA | 7672 | 767201 | - | | | |
| SFX | APPN | Fund | NACUBO Sub-Fund | Grant Number | Grant Year/Phase | Project Number | Project Phase | Contract Number | Multipurpose Code | | | | |
| | | | | | | 1006FCT | | HHS000285100008 | | | | | |
| | Invoice Number | Description | | | | | AGENCY USE (Month of Service, R/D, PAC, and APD No must be completed on all FPS 4116-X) | | | | | | |
| | | Title IV-E Training (50%) Legal Services | | | | | MM/YY (Mo. of Ser.) | REG/DIV | PAC | APD No | | | |
| | | | | | | | NA | 00FCP000 | 27100 | | | | |
| 18 | Ref Doc | SFX | M | TC | Index | PCA | AY | COBJ | AOBJ | AMOUNT | R | | |
| | | | | | | | NA | 7672 | 7672CE | - | | | |
| SFX | APPN | Fund | NACUBO Sub-Fund | Grant Number | Grant Year/Phase | Project Number | Project Phase | Contract Number | Multipurpose Code | | | | |
| | | | | | | 1005FCA | | HHS000285100008 | | | | | |
| | Invoice Number | Description | | | | | AGENCY USE (Month of Service, R/D, PAC, and APD No must be completed on all FPS 4116-X) | | | | | | |
| | | Title IV-E Indirect Administration Legal Services | | | | | MM/YY (Mo. of Ser.) | REG/DIV | PAC | APD No | | | |
| | | | | | | | NA | 00FCP000 | 27100 | | | | |
| 18 | Ref Doc | SFX | M | TC | Index | PCA | AY | COBJ | AOBJ | AMOUNT | R | | |
| | | | | | | | NA | 7672 | 7672GT | - | | | |
| SFX | APPN | Fund | NACUBO Sub-Fund | Grant Number | Grant Year/Phase | Project Number | Project Phase | Contract Number | Multipurpose Code | | | | |
| | | | | | | 1005FCA | | HHS000285100008 | | | | | |
| | Invoice Number | Description | | | | | AGENCY USE (Month of Service, R/D, PAC, and APD No must be completed on all FPS 4116-X) | | | | | | |
| | | Title IV-E Other Administration Parental Representation Services | | | | | MM/YY (Mo. of Ser.) | REG/DIV | PAC | APD No | | | |
| | | | | | | | NA | 00FCP000 | 27100 | | | | |
| 18 | Ref Doc | SFX | M | TC | Index | PCA | AY | COBJ | AOBJ | AMOUNT | R | | |
| | | | | | | | | | | | | | |
| SFX | APPN | Fund | NACUBO Sub-Fund | Grant Number | Grant Year/Phase | Project Number | Project Phase | Contract Number | Multipurpose Code | | | | |
| | | | | | | | | | | | | | |
| | Invoice Number | Description | | | | | AGENCY USE (Month of Service, R/D, PAC, and APD No must be completed on all FPS 4116-X) | | | | | | |
| | | | | | | | MM/YY (Mo. of Ser.) | REG/DIV | PAC | APD No | | | |
| | | | | | | | | | | | | | |

| | | |
|----------------------|------------------------|--------------------------------------|
| County: | MCLENNAN COUNTY | Use Drop Downs to |
| FFY | FY20 | to Select County and Quarter |
| Quarter/Fiscal Year: | 3QFY20 | |
| County Pop Rate % | 17.345% | |
| Indirect Cost Rate | 12.89% | See Instructions Tab for directions. |
| Admin Svc Rate | 50.00% | |
| Training Rate | 75.000% | |

Select your county and then the quarter associated with the data from the drop down lists. Then, if applicable, enter the Indirect Cost Rate.

Note: The Pink Columns are used only when the quarter ends in Sept

Administrative Expenses

| | Apr - Jun | NA | | SFY2020 | NA | SFY2020 | SFY2020 | NA | NA |
|----------------------|------------|---------|------------|----------------|----------------|-----------------------------|-------------------|-----------------------------|-------------------|
| | SFY2020 | NA | | Allowable Cost | Allowable Cost | Total Federal Reimbursement | Total State Match | Total Federal Reimbursement | Total State Match |
| Budgeted Expense | Expense | Expense | Total | | | | | | |
| Salaries | 79,820.58 | - | 79,820.58 | 13,844.88 | - | 8,922.44 | 8,922.44 | - | - |
| Fringe Benefits | 25,065.84 | - | 25,065.84 | 4,347.66 | - | 2,173.83 | 2,173.83 | - | - |
| Travel | - | - | - | - | - | - | - | - | - |
| Materials & Supplies | 397.23 | - | 397.23 | 68.90 | - | 34.45 | 34.45 | - | - |
| Equipment | 33.51 | - | 33.51 | 5.82 | - | 2.91 | 2.91 | - | - |
| Other Costs | 2,359.06 | - | 2,359.06 | 409.18 | - | 204.59 | 204.59 | - | - |
| TOTAL: | 107,676.22 | - | 107,676.22 | 18,676.44 | - | 9,338.22 | 9,338.22 | - | - |

75% Training

| | SFY2020 | NA | | SFY2020 | NA | SFY2020 | SFY2020 | NA | NA |
|--------------------|---------|---------|-------|----------------|----------------|-----------------------------|-------------------|-----------------------------|-------------------|
| | Expense | Expense | Total | Allowable Cost | Allowable Cost | Total Federal Reimbursement | Total State Match | Total Federal Reimbursement | Total State Match |
| Budgeted Expense | Expense | Expense | Total | | | | | | |
| Registration Fees | - | - | - | - | - | - | - | - | - |
| Meals | - | - | - | - | - | - | - | - | - |
| Lodging | - | - | - | - | - | - | - | - | - |
| Mileage | - | - | - | - | - | - | - | - | - |
| Other Travel Costs | - | - | - | - | - | - | - | - | - |
| TOTAL: | - | - | - | - | - | - | - | - | - |

50% Training

| | SFY2020 | NA | | SFY2020 | NA | SFY2020 | SFY2020 | NA | NA |
|--------------------|---------|---------|-------|----------------|----------------|-----------------------------|-------------------|-----------------------------|-------------------|
| | Expense | Expense | Total | Allowable Cost | Allowable Cost | Total Federal Reimbursement | Total State Match | Total Federal Reimbursement | Total State Match |
| Budgeted Expense | Expense | Expense | Total | | | | | | |
| Registration Fees | - | - | - | - | - | - | - | - | - |
| Meals | - | - | - | - | - | - | - | - | - |
| Lodging | - | - | - | - | - | - | - | - | - |
| Mileage | - | - | - | - | - | - | - | - | - |
| Other Travel Costs | - | - | - | - | - | - | - | - | - |
| TOTAL: | - | - | - | - | - | - | - | - | - |

Indirect Administration

| | SFY2020 | NA | | SFY2020 | NA | SFY2020 | SFY2020 | NA | NA |
|----------------------|------------|---------|------------|----------------|----------------|-----------------------------|-------------------|-----------------------------|-------------------|
| | Expense | Expense | Total | Allowable Cost | Allowable Cost | Total Federal Reimbursement | Total State Match | Total Federal Reimbursement | Total State Match |
| Budgeted Expense | Expense | Expense | Total | | | | | | |
| Salaries | 79,820.58 | - | 79,820.58 | 1,673.84 | - | 836.92 | 836.92 | - | - |
| Fringe Benefits | 25,065.84 | - | 25,065.84 | 525.64 | - | 262.82 | 262.82 | - | - |
| Travel | - | - | - | - | - | - | - | - | - |
| Materials & Supplies | - | - | - | - | - | - | - | - | - |
| Other | - | - | - | - | - | - | - | - | - |
| TOTAL: | 104,886.42 | - | 104,886.42 | 2,199.48 | - | 1,099.74 | 1,099.74 | - | - |

Other Administration Legal Parental Services

| | SFY2020 | NA | | SFY2020 | NA | SFY2020 | SFY2020 | NA | NA |
|----------------------|------------|---------|------------|----------------|----------------|-----------------------------|-------------------|-----------------------------|-------------------|
| | Expense | Expense | Total | Allowable Cost | Allowable Cost | Total Federal Reimbursement | Total State Match | Total Federal Reimbursement | Total State Match |
| Budgeted Expense | Expense | Expense | Total | | | | | | |
| Salaries | - | - | - | - | - | - | - | - | - |
| Fringe Benefits | - | - | - | - | - | - | - | - | - |
| Travel | - | - | - | - | - | - | - | - | - |
| Materials & Supplies | - | - | - | - | - | - | - | - | - |
| Equipment | - | - | - | - | - | - | - | - | - |
| Other Costs | 347,580.00 | - | 347,580.00 | 60,287.76 | - | 30,143.88 | 30,143.88 | - | - |
| TOTAL: | 347,580.00 | - | 347,580.00 | 60,287.76 | - | 30,143.88 | 30,143.88 | - | - |

Total Federal Reimbursement
Total Certified State Match
Total Expenses (Federal + State)

| SFY2020 | NA | Total |
|-----------|----|-----------|
| 40,581.84 | - | 40,581.84 |
| 40,581.84 | - | 40,581.84 |
| 81,163.68 | - | 81,163.68 |

| Expense Description (Identify each expense billed as described in Budget Form 2030) | Month Paid | Salaries | Fringe Benefits | Travel | Materials & Supplies | Equipment | Other Costs |
|---|-------------------|------------------|------------------------|---------------|---------------------------------|------------------|--------------------|
| Administrative Expenses | Apr - Jun | | | | | | |
| Martinez, Amber - Attorney | Apr - Jun | 20,610.66 | 5,961.96 | | | | |
| Martinez, Mark - Attorney | Apr - Jun | 18,320.64 | 5,425.50 | | | | |
| Jump, Thomas - Attorney | Apr - Jun | 19,422.12 | 5,828.07 | | | | |
| Knapp, Susan - Paralegal | Apr - Jun | 11,393.34 | 4,069.29 | | | | |
| Zavala, Erica - Legal Assistant | Apr - Jun | 10,073.82 | 3,781.02 | | | | |
| Supplies | Apr - Jun | | | | 397.23 | | |
| Furniture & Equipment | Apr - Jun | | | | | 33.51 | |
| Telephone | Apr - Jun | | | | | | 67.92 |
| Other Services & Charges | May & June | | | | | | 2,083.21 |
| Postage & Shipping | Apr - Jun | | | | | | 173.76 |
| Repair & Maintenance | June | | | | | | 34.17 |
| | | | | | | | |
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| <i>INSERT rows above as needed</i> | | | | | | | |
| | | 79,820.58 | 25,065.84 | 0.00 | 397.23 | 33.51 | 2,359.06 |

[illegible]

REMINDER: MUST ATTACH "TRAINING EXPENSE DOCUMENTATION FORM", Form 9321

For the month of September Only[illegible]

REMINDER: MUST ATTACH "TRAINING EXPENSE DOCUMENTATION FORM", Form 9321

For the month of September Only[illegible]

Indirect Administration

| Expense Description (Identify each expense billed as described in Budget Form 2030) | Month Paid | Salaries | Fringe Benefits |
|---|------------|-----------|--------------------|
| Indirect Administration | Apr - Jun | | |
| Indirect Costs | Apr - Jun | 79,820.58 | 25,065.84 |
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| INSERT rows above as needed | | | |
| | | 79,820.58 | 25,065.84 |

| Expense Description (Identify each expense billed as described in Budget Form 2030) | Month Paid* | Salaries | Fringe Benefits |
|---|-------------|----------|--------------------|
| Indirect Administration | NA | | |
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| INSERT rows above as needed | | | |
| | | 0.00 | 0.00 |

Other Administration Legal (Parental Representation) Services

| Expense Description | Month Paid | Salaries | Fringe Benefits | Travel | Materials & Supplies | Equipment | Other Costs |
|---|-------------------|-----------------|------------------------|---------------|---------------------------------|------------------|--------------------|
| (Identify each expense billed as described in Budget Form 2030) | | | | | | | |
| Other Admin - Parental Representation | Apr - Jun | | | | | | |
| Child/Parent Legal Expenses | Apr - Jun | | | | | | 347,580.00 |
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| INSERT rows above as needed | | | | | | | |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 347,580.00 |

[illegible]

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

By Myrcetez Gowan-Perkins,
Deputy

AGENDA: OCTOBER 20, 2020

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

- | | |
|---|-----------------|
| 1. Road & Bridge, Precinct 4: Authorization of Reimbursement for Damaged Vehicle Window | Approved |
|---|-----------------|

10:47

ORDER APPROVING:

**AUTHORIZATION OF REIMBURSEMENT FOR DAMAGED
VEHICLE WINDOW:**

ROAD & BRIDGE, PRECINCT 4

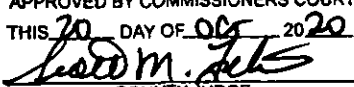
On this the 20 day of October, 2020, came on for consideration the matter of Road & Bridge, Precinct 4: Authorization of Reimbursement for Damaged Vehicle Window. After discussion, Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, 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: Julia Wages (Julia.Wages@co.mclennan.tx.us) <Julia.Wages@co.mclennan.tx.us>
Sent: Wednesday, October 14, 2020 12:07 PM
To: 'Ben Perry' <ben.perry@co.mclennan.tx.us>
Cc: 'Jerry Smith' <jerry.smith@co.mclennan.tx.us>
Subject: Accident 10-12-2020

Good afternoon,

On 10-12-2020 James Howell was shredding on Lost Gold Road. Allegedly, a rock hit the back window of a Suburban at about 7 am. I spoke to the owner, Kandi Slay. She provided an estimate for \$358.94. Please let me know how to proceed. I can put this to Court for approval. I can then do a check request for reimbursement.

Julia Wages
Assistant County Auditor
McLennan County
214 N. 4th Street, Suite 100
Waco, TX 76701-1366
Office: 254-757-5156 Ext 2233
Fax: 254-757-5157

APPROVED BY COMMISSIONERS COURT
THIS 20 DAY OF Oct 2020

COUNTY JUDGE

10-12-20
RB4

Sent via the Samsung Galaxy S10e, an AT&T 5G Evolution capable smartphone
Get [Outlook for Android](#)

From: Julia Wages <Julia.Wages@co.mclennan.tx.us>
Sent: Tuesday, October 13, 2020 10:54:06 AM
To: 'jeremy slay'
Subject: RE: Kandi Slay broken suburban window

Thank you.

From: jeremy slay
Sent: Tuesday, October 13, 2020 10:52 AM
To: Julia Wages <Julia.Wages@co.mclennan.tx.us>
Subject: Re: Kandi Slay broken suburban window

Ok, I will let you know.

Sent via the Samsung Galaxy S10e, an AT&T 5G Evolution capable smartphone
Get [Outlook for Android](#)

From: Julia Wages <Julia.Wages@co.mclennan.tx.us>
Sent: Tuesday, October 13, 2020 10:51:29 AM
To: 'jeremy slay'
Subject: RE: Kandi Slay broken suburban window

Good morning.

Thank you so much. However, we need an estimate that shows what is being repaired. Can you please try again with a shop and let me know?

Thank you so much.

From: jeremy slay
Sent: Tuesday, October 13, 2020 8:25 AM
To: julia.wages@co.mclennan.tx.us
Subject: Re: Kandi Slay broken suburban window

We weren't able to get ahold of the Chevrolet body shop yesterday so we gave up and talked to safelite. Attached is a screenshot of their online estimate.

Thanks



99%



Review, confirm, & submit

Almost done! To finish scheduling, please review your appointment details then choose how you want to pay.

Appointment details



We're coming to you

on Tuesday, October 20, 2020 at
8:00 AM - 5:00 PM

Edit

Replace the back glass of your
2011 Chevrolet Suburban

Edit

Contact details

Edit

We'll text service updates to

Edit

Order details \$358.94



11:00 [icons]

Order Summary - ...
fixmyglass.safelite.com



99% [progress bar]



replace the back glass of your
2011 Chevrolet Suburban

Edit

Contact details

Edit

We'll text service updates to

Edit

Order details \$358.94



| | |
|-----------------|----------|
| Parts and labor | \$289.99 |
| Disposal | \$14.99 |
| Mobile service | \$34.99 |
| Subtotal | \$339.97 |
| Sales tax | \$18.97 |
| Total | \$358.94 |

Have a promo code?

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

By Myrcetez Gowan-Perkins,
Deputy

AGENDA: OCTOBER 20, 2020

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

- | | |
|--|--|
| 1. Discussion and/or Action on Matters Regarding COVID-19 including but not limited to Staffing, Emergency Appropriations, Precautions and Plans, Restrictions to Prevent the Spread of COVID-19, Personnel Compensation and Benefit Matters, Health and Safety Procurements, Technology Procurements for Criminal Justice System to Allow for Operations to Continue Safely, Technology Procurements to Allow for Remote Meeting Participation, Reports on Progression of COVID-19, and related matters | Approved <i>(See beginning of Meeting)</i> |
| 2. Regarding McLennan County Group Health Plan: Discussion and/or Action regarding Health Benefit Plan Changes/Updates; Approval of Agreements or Amendments; Changes to Benefit Options; Open Enrollment and Procedures/Systems; Designation of System of Record; Compliance Actions and Approvals; and related matter | Approved <i>(See after Item M. 1.)</i> |
| 3. Discussion and/or Action regarding Deferring Payroll Tax Obligations | Kept Deferred |
| 4. Authorization of Texas Historical Commission Antiquities Permit Application Submission and Authorization of Marker Placement Request (re: Pomeroy Foundation Marker Recognizing Elisabeth Freeman) | Approved |
| 5. Discussion and/or Action regarding Creation of TexPool Account Group for McLennan County Bail Bond Security including Authorization of Resolution, Designation of Authorized Representatives, and related Participation Agreement | Approved <i>(See after Item N. 3.)</i> |
| 6. Greater Waco Chamber of Commerce: Monthly Economic Development Report, September 2020 | Approved <i>(See End of Meeting)</i> |
| 7. Discussion and Action on Extending the COVID-19 State of Disaster and Public Health Emergency Declaration through November 30, 2020 | Approved <i>(See after Item N. 5.)</i> |
| 8. Approval of McLennan County Holiday Dates for 2021 | Approved |
| 9. Discussion and Possible Action regarding the Burden on Employees Who Fall Within a Category "Technically" Not Covered by the Families First Coronavirus Response Act (FFCRA), but Whose Situations are Consistent in Terms of Effect on the Employee with the Categories Expressly Covered by the FFCRA. Possible Action on Temporary County Policy to Address Such Situations by Providing County Leave | Approved |

10. Authorization of County Appointee to the Emergency Preparedness Advisory Committee (EPAC)

Approved
*(See after
Item N. 8.)*

11. Acceptance of 0.247 Mile of Roadway in the Buster Chatham Addition, Phases 1 and 2 into the County Road System, Precinct 3

Approved

12. Authorization of Fixed Asset Transfer Form (re: Asset Transfer from Sheriff's Office to Road & Bridge, Precinct 3)

Approved

10:08

The Court went to Item N. 2. Re: McLennan County Group Health Plan: Discussion and/or Action regarding Health Benefit Plan Changes/Updates; Approval of Agreements or Amendments; Changes to Benefit Options; Open Enrollment and Procedures/Systems; Designation of System of Record; Compliance Actions and Approvals; and related matters.

ORDER APPROVING:

**ACTION RE: HEALTH BENEFIT PLAN CHANGES/UPDATES; APPROVAL OF
AGREEMENTS OR AMENDMENTS; CHANGES TO BENEFIT OPTIONS;
OPEN ENROLLMENT AND PROCEDURES/SYSTEMS; DESIGNATION
OF SYSTEM OF RECORD; COMPLIANCE ACTIONS AND
APPROVALS; AND RELATED MATTERS**

**RE: MCLENNAN COUNTY GROUP
HEALTH PLAN: DISCUSSION**

On this the 20 day of October, 2020 came on consideration the matter Regarding McLennan County Group Health Plan: Discussion and/or Action regarding Health Benefit Plan Changes/Updates; Approval of Agreements or Amendments; Changes to Benefit Options; Open Enrollment and Procedures/Systems; Designation of System of Record; Compliance Actions and Approvals; and related matters. After discussion, Commissioner Jones made a motion to approve and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

After further discussion, Commissioner Jones made then made a motion to approve the United Healthcare Short-term Disability Coverage and the United Healthcare Disability Verification and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

Amanda M. Talbert
Human Resources Director
Human Resources Dept.



McLennan County
214 N. 4th St., Suite 200
Waco, TX 76701-1366
Office: (254)757-5158

MEMORANDUM

Date: October 20th, 2020

To: Commissioner's Court

From: Amanda Talbert, Human Resources Director

Subject: Requesting Approval to Add Dependent Disability Verification to the United Health Care ASO

United Health Care was selected by the Commissioner's Court this summer to be the third party administrator of the County Health Plan. The Human Resources Department is currently working with United Health Care to transition the administration of the health plan effective January 1st, 2020. As a part of this transition, and in an effort to streamline benefit administration, we are requesting approval to include the administration of dependent disability verification to the United Health Care service agreement for an additional cost.

Under the County Health Plan, dependents become ineligible for coverage at the age of 26 unless the dependent has a qualifying disability. The dependent may remain on the employee's health plan regardless of age with a qualifying disability. Currently, Scott & White administers the dependent disability stipulation of the plan including:

- Employee notification of changing eligibility
- Distribution and receipt of the disability coverage application
- Medical review and verification of the disability
- Employee notification of the eligibility determination

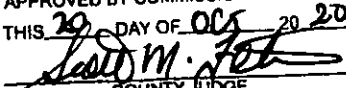
United Health Care can continue the administration of dependent disability verification at the following cost:

- One-time set up fee of \$1,765
- \$200 per individual disability dependent verification

If United Health Care does not administer this verification, this function would fall to the Human Resources department. Considering that the disability verification requires access to past medical history and is typically completed by a medical panel, the Human Resources department recommends this function be added to the United Health Care service agreement for the aforementioned cost.

—Thank You

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

APPROVED BY COMMISSIONERS COURT
THIS 20 DAY OF OCT 20 20

COUNTY JUDGE

FILED: OCT 20 2020

By Myrcetez Gowan-Perkins,
Deputy

Amanda M. Talbert
Human Resources Director
Human Resources Dept.



McLennan County
214 N. 4th St., Suite 200
Waco, TX 76701-1366
Office: (254)757-5158

MEMORANDUM

Date: October 20th, 2020

To: Commissioner's Court

From: Amanda Talbert, Human Resources Director

Subject: Requesting Approval to Add UnitedHealthcare as our Provider for Short Term Disability Benefits/ Approval of Short Term Disability Coverage

The County currently offers Short Term Disability coverage to its employees through AFLAC on a voluntary basis, meaning the employees pay the full cost of the premium.

The AFLAC policy has been offered for over 10 years but there is no agreement regarding the offering in the County's records.

As the County moves toward an online enrollment system to manage its enrollment and eligibility records, it was discovered that the AFLAC enrollment data is not compatible with the system when it relates to their rate offering and options. The County has been in communication with AFLAC requesting changes in its offering structure and the AFLAC provider refuses to accommodate the County's requests.

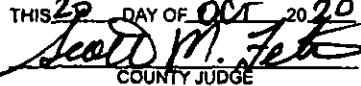
After a review with Purchasing, it was determined that since the product is voluntary and offered at no cost to the County, that the County could review other options for Short Term Disability Coverage without conducting a full scale Request for Proposal process.

The attached proposal from United HealthCare (UHC) offers higher levels of coverage at lower rates compared to AFLAC and with more favorable contract terms relating to pre-existing coverage exclusions under AFLAC. The proposal also uses industry standards in its price and enrollment requirements which are compatible with the online enrollment system.

Human Resources, with the support of the Benefits Insurance Committee, recommends that the County approve removing AFLAC products from its payroll deduction offerings, and replace the coverage with the offer provided by UHC.

Any current AFLAC beneficiary can keep their policy on an individual basis at the same price they are paying if they want to, and pay for it through a bank draft agreement with AFLAC.

-Thank You

APPROVED BY COMMISSIONERS COURT
THIS 20 DAY OF OCT 2020

COUNTY JUDGE



UnitedHealthcare

A Benefits Proposal for
McLennan County (TX)

Issued on: October 1, 2020

UnitedHealthcare

Company Overview for McLennan County (TX)

Effective Date: 01/01/2021

Why Choose UnitedHealthcare?

Cost Savings

Get administrative credits when purchasing more than one plan from UnitedHealthcare. The more you bundle, the more you save.

Convenience

The advantages available when purchasing multiple products include:

- One account management team
- Simplified eligibility and enrollment process
- Consolidated billing
- One dedicated customer service line and member website

Better Health

To help your employees make better health care decisions, all members receive actionable health and wellness education. When you purchase medical and specialty products together, we leverage employee claims data to provide personalized recommendations. We call that approach Bridge2Health.

- For individuals with specific chronic illnesses, our targeted outreach encourages them to receive care that can improve their health and reduce costs.
- For members who file disability claims, case managers help manage their recovery so they can return to health and return to work.

Bridge2Health is available to groups with medical coverage and one or more specialty products. Ask your consultant or UnitedHealthcare representative for participation requirements.

Where else can you find as much value from one organization? Now is the time to discover the strength of our UnitedHealthcare Specialty Benefits product portfolio.

About UnitedHealth Group®

UnitedHealth Group is a diversified health and well-being company dedicated to helping the health care system work better. UnitedHealth Group's mission is to help people live healthier lives by:

- Seeking to enhance the performance of the health system and improve the overall health and well-being of the people the company serves and their communities;
- Working with health care professionals and other key partners to expand access to quality health care so people get the care they need at an affordable price; and
- Supporting the physician/patient relationship and empowering people with the information, guidance and tools they need to make personal health choices and decisions.

UnitedHealthcare

Proposed STD Rates for McLennan County (TX)

Effective Date: 01/01/2021

| Short Term Disability Insurance | | Class 1 | |
|-----------------------------------|---|-----------------|---------|
| | | Core Primary | |
| Legal Entity | United Healthcare Insurance Company | | |
| Eligibility | All Active Full Time Employees working a minimum of 40 Hours per week. | | |
| Basic Annual Earnings Definition | The average weekly earnings received from the Covered Person's Employer for the three-month period ending just prior to the date of Disability. Pre-Disability Weekly Earnings includes commissions, averaged over the lesser of the most recent 24-month period or the Covered Person's period of employment. It does not include bonuses, overtime pay, and other extra compensation. | | |
| Benefit Qualification | | | |
| Definition of Disability | Residual | | |
| Elimination Period-Accident | 14 days | | |
| Elimination Period-Sickness | 14 days | | |
| First Day Hospital | Excluded | | |
| Recurrent Disability | 14 days | | |
| Coverage Type | Non-Occupational | | |
| Maternity | Treated like any other illness | | |
| Volume Basis | Total Covered Benefit | | |
| Benefits Payable | | | |
| Benefit Type | Benefit Percent | | |
| Benefit Percentage | 60.0% | | |
| Maximum Weekly Benefit | \$1,500 | | |
| Minimum Weekly Benefit | \$25 | | |
| Social Security Integration | Family | | |
| Maximum Benefit Duration | 11 weeks | | |
| Limitations and Exclusions | | | |
| Pre-existing Conditions Exclusion | 3/12 | | |
| Evidence of Insurability | Required for late entrants | | |
| General Exclusions | Standard | | |
| Additional Benefits | | | |
| Lump Sum Survivor Benefit | Lesser of \$3,000 or 3 weeks Gross | | |
| Rehabilitation Services | Included | | |
| Telephonic Claim Intake | Included | | |
| Employer FICA Match | Not Included | | |
| Assumed Enrollment and Rates | | | |
| Number of Employees | TBD | | |
| Volume of Insurance | TBD | | |
| Rate Basis | Age-banded per \$10 of Total Covered Weekly Benefit | | |
| Monthly Rate | Under 25 | | \$0.490 |
| | 25 - 29 | | \$0.490 |
| | 30 - 34 | | \$0.440 |
| | 35 - 39 | | \$0.395 |
| | 40 - 44 | | \$0.390 |
| | 45 - 49 | | \$0.370 |
| | 50 - 54 | | \$0.440 |
| | 55 - 59 | | \$0.500 |
| | 60 - 64 | | \$0.570 |
| | 65+ | | \$0.680 |
| Monthly Premium | TBD | | |
| Annual Premium | TBD | | |
| Employer Contribution | 0% | | |
| Current Participation | TBD | | |
| Minimum Participation Requirement | 15% | | |
| Broker Commissions | 0% | | |
| Rate Guarantee | 24 Months | | |

UnitedHealthcare

Assumptions for McLennan County (TX)

Effective Date: 01/01/2021

General Assumptions

- We reserve the right to change rates and/or plan provisions if the number of lives or volume of insurance change by more than 10% before, on, or after the effective date listed above or if factors used to generate this quote such as group demographics or effective date are changed, found to be incomplete or incorrect.

- Rates assume no changes in legislation or regulation that affects the benefits payable, eligibility or contract.

- Rates assume standard administrative services including Claims & Data processing, Enrollment & Billing, Customer Service, Case Management, Provider Relations, and Reporting

- Assumed contract situs is Texas

- Employees must be U.S. citizens or residents regularly working and living in the U.S. Coverage for U.S. citizens working outside of the U.S. must be approved in writing by us. Approval depends on locale and length of assignment.

- Employers assumed primary business is classified as 9111 SIC Code.

- Rates may increase on renewal in accordance with the terms of the policy.

STD Assumptions

Premium is calculated using Total Covered Weekly Benefit

A new pre-existing condition limitation period will apply on the date of any increase in coverage.

In the event of a disability, the claimant must remain a permanent resident of the United States and must be continuously under the care of a Physician as defined in our policy.

Our quote assumes the employer participates in Social Security and provides Workers Compensation for all eligible employees.

Benefit may be subject to Other Income Benefit Offsets outlined in policy.

Continuity of Coverage/No Loss No Gain for previously covered employees is included.

Our contract is for non-occupational coverage only and does not replace statutory mandated coverage.

The Policy will not cover a disability if it is due to: intentionally self-inflicted injuries, commission or attempted commission of a felony, participation in a riot, war, act of war of armed conflict between organized military forces or while the covered person is incarcerated or under house arrest.

UnitedHealthcare

Disclaimers for McLennan County (TX)

Effective Date: 01/01/2021

This proposal is valid for 90 days from the issued date, unless otherwise noted within this document.

Brokers and agents may receive commissions, bonuses and other compensation for selling the products presented in this proposal. The cost of this compensation may be directly or indirectly reflected in the premium or fees for those products. Contact your broker and/or agent if you have questions regarding their compensation relating to products in this proposal.

This proposal is subject to negotiation and execution of a written agreement, which will supersede the proposal contents. This proposal does not constitute an agreement, and is based on assumptions made from the written information in our possession and provided by you. We retain the right to modify our proposal if the information upon which this proposal is based is changed or is supplemented.

We consider much of the information contained in the proposal to be proprietary or otherwise confidential, and are releasing this proposal to you on the understanding that you and your representatives will only use it, and any data included in the proposal, for the specific purpose of evaluating its content. If this is not consistent with your understanding, please notify us before reviewing the proposal.

In addition, by accepting and reviewing the contents of this proposal, you and your agents or other designees agree, to the extent permitted by law, that certain information contained herein, or other information provided to you in connection with this proposal response or associated request for proposal (RFP), is proprietary and/or confidential to UnitedHealthcare and its related entities, and may not be copied, used, distributed or disclosed without prior written consent from an authorized representative of UnitedHealthcare and its related entities, other than is necessary to evaluate this proposal.

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

By Myrcetez Gowan-Perkins,
Deputy

KEPT DEFERRED:

ACTION RE: DEFERRING PAYROLL TAX OBLIGATIONS

On this the 20 day of October, 2020 came on consideration of Discussion and/or Action regarding Deferring Payroll Tax Obligations. After discussion, Judge Felton made a motion to defer until the next meeting and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, kept deferred by unanimous vote.

The Court went to Item N. 5. Discussion and/or Action re: Creation of TexPool Account Group for McLennan County Bail Bond Security including Authorization of Resolution, Designation of Authorized Representatives, and related Participation Agreement.

ORDER APPROVING:

**ACTION RE: CREATION OF TEXPOOL ACCOUNT GROUP FOR MCLENNAN
COUNTY BAIL BOND SECURITY INCLUDING AUTHORIZATION OF
RESOLUTION, DESIGNATION OF AUTHORIZED
REPRESENTATIVES, AND RELATED
PARTICIPATION AGREEMENT**

On this the 20 day of October, 2020, came on for consideration the matter of Discussion and/or Action regarding Creation of TexPool Account Group for McLennan County Bail Bond Security including Authorization of Resolution, Designation of Authorized Representatives, and related Participation Agreement. 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 Miller, 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 N. 7, Discussion and Action on Extending the COVID-19 State of Disaster and Public Health Emergency Declaration through November 30, 2020.

ORDER APPROVING:

**ACTION ON EXTENDING THE COVID-19 STATE OF DISASTER
AND PUBLIC HEALTH EMERGENCY DECLARATION THROUGH
NOVEMBER 30, 2020**

On this the 20 day of October, 2020, came on for consideration the matter of Discussion and Action on Extending the COVID-19 State of Disaster and Public Health Emergency Declaration through November 30, 2020. After discussion, Commissioner Snell made a motion to approve and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, 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 COUNTY JUDGE AND COMMISSIONERS COURT OF
MCLENNAN COUNTY, TEXAS, DECLARING A DISASTER AND
EXTENDING THE STATE OF DISASTER IN AND FOR MCLENNAN
COUNTY DUE TO THE SPREAD OF COVID-19**

WHEREAS, by virtue of the Governor's Executive Orders, non-essential businesses and services were closed and certain other restrictions were put in place in an attempt to control the spread of Covid-19; and

WHEREAS, the Governor's Executive Orders have reopened previously closed businesses and services, and withdrawn certain restrictions;

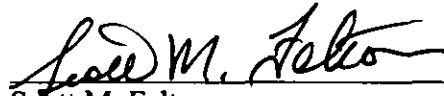
WHEREAS, this Order is issued based on evidence of the continued spread of COVID-19 within the County and throughout the Central Texas area; and

WHEREAS, a declaration of local disaster and public health emergency includes the ability to reduce the possibility of exposure to disease, control the risk, promote health, compel persons to undergo additional health measures that prevent or control the spread of disease.

NOW, THEREFORE, BE IT ORDERED BY COUNTY JUDGE SCOTT M. FELTON AND THE COMMISSIONERS COURT OF MCLENNAN COUNTY, TEXAS, UNDER THE AUTHORITY OF TEXAS GOVERNMENT CODE SECTION 418.108 AND OTHER LAW:

1. That a public disaster, and a public health emergency is hereby declared for and in McLennan County, Texas effective immediately and as extended hereby.
2. That the state of disaster and medical emergency declared under this Order shall continue until November 30, 2020 unless continued or renewed by the McLennan County Commissioners Court.
3. That this Order shall become effective immediately.
4. That the County must promptly provide notice of this Order by posting it on the County website and by filing it with the County Clerk.

ORDERED on this the 20th day of October, 2020, being the effective date.



Scott M. Felton,
County Judge

ATTEST:

J.A. "Andy" Harwell, County Clerk
McLennan County, Texas



By: Deputy County Clerk

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

By Myrcetez Gowan-Perkins,
Deputy

ORDER REGARDING:

**APPROVAL OF MCLENNAN COUNTY HOLIDAY
DATES FOR 2021**

On this the 20 day of October, 2020, came on for consideration the matter Approval of McLennan County Holiday Dates for 2021. After discussion, Commissioner Miller 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Holiday Dates for 2021 be, and the same are hereby, approved by unanimous vote.

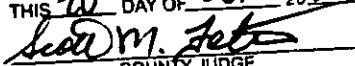


Scott M. Felton
McLENNAN COUNTY JUDGE

P.O. BOX 1728 * Waco, Texas 76703-1728 * Phone No. 254-757-5049 * Fax No. 254-757-5196

McLENNAN COUNTY
OFFICIAL HOLIDAYS FOR 2021

| | | |
|------------------------------|-----------------------------------|------------------------------------|
| Monday | January 18, 2021 | Martin Luther King, Jr. Day |
| Friday | April 2, 2021 | Good Friday |
| Monday | May 31, 2021 | Memorial Day |
| Monday | July 5, 2021 | Independence Day |
| Monday | September 6, 2021 | Labor Day |
| Thursday | November 11, 2021 | Veteran's Day |
| Thursday & Friday | November 25 & 26, 2021 | Thanksgiving |
| Thursday & Friday | December 23 & 24, 2021 | Christmas |
| Friday | December 31, 2021 | New Year's Day |

APPROVED BY COMMISSIONERS COURT
THIS 20 DAY OF Oct 20 20

COUNTY JUDGE

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

By Myrcetez Gowan-Perkins,
Deputy

The Court went to Item N. 10. Authorization of County Appointee to the Emergency Preparedness Advisory Committee (EPAC).

ORDER APPROVING:

**AUTHORIZATION OF COUNTY APPOINTEE TO THE
EMERGENCY PREPAREDNESS ADVISORY
COMMITTEE (EPAC)**

On this the 20 day of October, 2020, came on for consideration the matter of Authorization of County Appointee to the Emergency Preparedness Advisory Committee (EPAC). After discussion, Commissioner Snell 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 Miller, Commissioner Snell, 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: "Tim Jeske (tim.jeske@hotmail.com)" <tim.jeske@hotmail.com>
Date: Fri, 11 Sep 2020 13:46:27 +0000
Subject: Emergency Preparedness Advisory Committee (EPAC) Appointment

Judge Felton,

Danny Guerra's (AMR EMS) appointment to EPAC expires on October 31st, 2020. Danny has served the region well and we appreciate his willingness to do so over the past two years. Under our bylaws, he can be re-appointed or you can choose to go a different direction, it's completely up to you.

Please let me know who you will be appointing to fill this two year term (11/1/20 -10/31/22)

If you have any questions, please let me know.

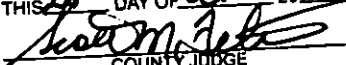
Thanks,

Tim

Tim Jeske, CEM, TEM
Homeland Security / Criminal Justice Manager

Heart of Texas Council of Governments
1514 S. New Rd.
Waco, Texas 76711

Office: 254-292-1893

APPOINTMENT
APPROVED BY COMMISSIONERS COURT
THIS 20 DAY OF OCT 2020

COUNTY JUDGE

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

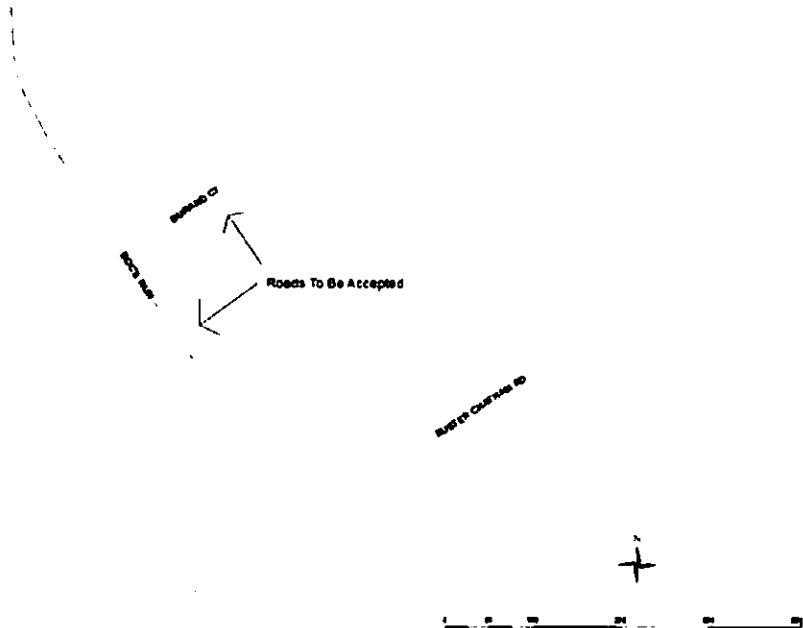
By Myrcetez Gowan-Perkins,
Deputy

ACCEPTANCE OF 0.247 MILE OF ROADWAY
IN THE BUSTER CHATHAM ADDITION, PHASES 1 AND 2
INTO THE COUNTY ROAD SYSTEM
PRECINCT 3

On this the 20th day of October 2020 there came before Commissioners Court the matter of accepting approximately 0.246 mile of roads in the Buster Chatham Addition, Phases 1 (MCC Doc# 2004017238) and 2 (MCC Doc# 2020030663), into the County Road System. Said roads have been completed to County specifications and meet the minimum acceptance criteria per Article V of McLennan County's *Roadway Design and Construction Requirements*.

| | |
|--------------------|-------------------|
| Doc's Run..... | 0.174 mile |
| Durant Court | 0.073 mile |
| TOTAL | 0.247 mile |

Upon motion being made by Commissioner Jones, seconded by Commissioner Perry and duly passed, said roads were accepted into the McLennan County Road System.



APPROVED BY COMMISSIONERS COURT
THIS 20 DAY OF Oct 2020
Adam J. Lee
COUNTY JUDGE

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

By Myrcetez Gowan-Perkins,
Deputy

ORDER APPROVING:

**AUTHORIZATION OF FIXED ASSET TRANSFER FORM (RE: ASSET
TRANSFER FROM SHERIFF'S OFFICE TO
ROAD & BRIDGE, PRECINCT 3)**

On this the 20 day of October, 2020, came on for consideration the matter of Authorization of Fixed Asset Transfer Form (re: Asset Transfer from Sheriff's Office to Road & Bridge, Precinct 3). After discussion, Commissioner Jones made a motion to approve the Asset Transfer Form and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

McLennan County, Texas
Fixed Asset Transfer Form

Department: Sheriff's Office

Location: 901 Washington Ave.
Waco, TX 76701

Auditor's Use Only
Place property tag of discarded item here.

Asset Information (must be filled out for transfer or disposition):

County Tag Number: _____ Serial Number: VIN: 1C6RR7KT4DS601202

Description (Manufacture, Make/Model): 2013 DODGE RAM PICK-UP

Transport of asset performed by:  Printed Name: M. GRAHAM
Date: 10/8/2020

Transfer Information:

Transferred From: Department Name/Individual: SHERIFF'S OFFICE

Current Location: 3201 E. HIGHWAY 6, WACO, TX 76705 (COUNTY SHOP)

Department Head (or designee) _____ Printed
Signature releasing asset:  Name: M. GRAHAM
Date: 10/8/2020

Transferred To: Department Name/Individual: ROAD & BRIDGE PCT. 3
Transfer Location: _____

Department Head (or designee) _____ Printed
Signature accepting asset: _____ Name: _____
Date: _____

Disposition Information:

Status of Asset:

- ☐ Operational ☐ Damaged ☐ Stolen ☐ Auction ☐ Sold/Donated
☐ Scrap ☐ Transfer to Inventory
☐ Other (please specify storage room _____)

If Sale or Donated: Name and Address of: _____
Purchaser/Donee: _____

Sale Price: _____ Estimated Value if Donated: _____

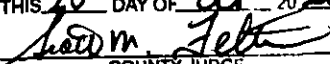
Department Head (or designee): _____ Printed
Signature releasing asset: _____ Name: _____
Date: _____

Please make a copy of this form for your records. The original should be returned to the Auditor's Office.

Auditor Office Use Only:
Insurance Updated: Y / N

Asset System Updated: Y / N

Last updated: 01/06/09

APPROVED BY COMMISSIONERS COURT
THIS 20 DAY OF Oct, 2020

COUNTY JUDGE

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

By Myrcetez Gowan-Perkins,
Deputy

AGENDA: OCTOBER 20, 2020

O. Americans with Disabilities Act Compliance Project:

1. Authorization of Professional Services Invoice:
CP&Y (re; ADA Study / Report for
September)

Approved

10:58

ORDER APPROVING:

AUTHORIZATION OF PROFESSIONAL SERVICES INVOICE:
CP&Y (RE; ADA STUDY / REPORT FOR
SEPTEMBER)

On this the 20 day of October, 2020, came on for consideration the matter of Authorization of Professional Services Invoice: CP&Y (re; ADA Study / Report for September). After discussion, Judge Felton made a motion to approve and it was seconded simultaneously Commissioner Perry and Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.



Partners for a Better Quality of Life

Invoice Total \$10,223.11

October 7, 2020

Invoice No: WALL9923841.00 - 59

Mr. Dustin Chapman
County Administrator
McLennan County
501 Washington Ave
Waco, TX 76701

Project WALL9923841.00 McLennan County - ADA Study
Professional Services from September 1, 2020 to September 30, 2020

Phase 01 Project Management
Total this Phase 0.00

Phase 05 Courthouse ADA Improvements
Professional Personnel

| | Hours | Rate | Amount | |
|-------------------------|-------|--------|--------|-----------------|
| Senior Architect Intern | 1.00 | 120.00 | 120.00 | |
| Totals | 1.00 | | 120.00 | |
| Total Labor | | | | 120.00 |
| Total this Phase | | | | \$120.00 |

Phase 15 MHMR Crisis Center
Professional Personnel

| | Hours | Rate | Amount | |
|----------------------|-------|--------|----------|-----------------|
| Architect | 8.50 | 129.00 | 1,096.50 | |
| Executive Assistance | 9.75 | 64.00 | 624.00 | |
| Sr. Technician | 22.50 | 83.00 | 1,867.50 | |
| Totals | 40.75 | | 3,588.00 | |
| Total Labor | | | | 3,588.00 |

Consultants

| | | | | |
|-------------|--------------------------|---------------|-----------------|-------------------|
| Sub Invoice | | | | |
| 9/30/2020 | Goodwin Engineering, Inc | SubConsultant | 1,155.11 | |
| 9/30/2020 | Goodwin Engineering, Inc | SubConsultant | 948.75 | |
| | Total Consultants | | 2,103.86 | 2,103.86 |
| | Total this Phase | | | \$5,691.86 |

Phase 16 Bill Logue Juvenile Detention
Professional Personnel

| | Hours | Rate | Amount |
|----------------------|-------|--------|--------|
| Architect | 1.75 | 129.00 | 225.75 |
| Executive Assistance | 2.25 | 64.00 | 144.00 |
| Sr. Technician | 5.50 | 83.00 | 456.50 |

REMIT PAYMENT TO:
CP&Y, Inc.
1820 Regal Row, Ste. 200
Dallas TX 75235

1820 Regal Row, Suite 200
Dallas, Texas 75235
(p) 214.638.0500 · (f) 214.638.3723
www.cpyi.com



| | | | | |
|------------------|----------------|-----------------------------|---------|----------|
| Project | WALL9923841.00 | McLennan County - ADA Study | Invoice | 59 |
| Technician | | .50 | 74.00 | 37.00 |
| Totals | | 10.00 | 863.25 | |
| Total Labor | | | | 863.25 |
| Total this Phase | | | | \$863.25 |

Phase 17 Fairgrounds

Professional Personnel

| | Hours | Rate | Amount |
|----------------------------|-------|--------|--------|
| | 7.75 | | 0.00 |
| Executive Assistance | 2.50 | 64.00 | 160.00 |
| Technician | 4.75 | 74.00 | 351.50 |
| Engineering Project Manger | 2.00 | 129.00 | 258.00 |
| Totals | 17.00 | | 769.50 |
| Total Labor | | | 769.50 |

Consultants

| | | | | |
|-------------------|--------------------------|---------------|----------|------------|
| Sub Invoice | | | | |
| 9/30/2020 | Goodwin Engineering, Inc | SubConsultant | 1,567.50 | |
| Total Consultants | | | 1,567.50 | 1,567.50 |
| Total this Phase | | | | \$2,337.00 |

Phase 22 Courthouse - Temporary Courtroom

Professional Personnel

| | Hours | Rate | Amount |
|-------------------------|-------|--------|------------|
| Architect | 1.00 | 129.00 | 129.00 |
| Senior Architect Intern | 8.00 | 120.00 | 960.00 |
| Totals | 9.00 | | 1,089.00 |
| Total Labor | | | 1,089.00 |
| Total this Phase | | | \$1,089.00 |

Phase 26 General Building Consulting

Professional Personnel

| | Hours | Rate | Amount |
|----------------------|-------|-------|----------|
| Executive Assistance | .75 | 64.00 | 48.00 |
| Technician | 1.00 | 74.00 | 74.00 |
| Totals | 1.75 | | 122.00 |
| Total Labor | | | 122.00 |
| Total this Phase | | | \$122.00 |

Total this Invoice \$10,223.11

Outstanding Invoices

| Number | Date | Balance |
|--------|----------|----------|
| 57 | 9/4/2020 | 2,316.00 |
| Total | | 2,316.00 |

REMIT PAYMENT TO:
CP&Y, Inc.
1820 Regal Row, Ste. 200
Dallas TX 75235

APPROVED BY COMMISSIONERS COURT
THIS 20 DAY OF OCT 20 20
[Signature]
COUNTY JUDGE

1820 Regal Row, Suite 200
Dallas, Texas 75235
(p) 214.638.0500 · (f) 214.638.3723
www.cpyi.com



Respectfully submitted,

Darrell W. Vickers

Darrell Vickers

REMIT PAYMENT TO:
CP&Y, Inc.
1820 Regal Row, Ste. 200
Dallas TX 75235

1820 Regal Row, Suite 200
Dallas, Texas 75235
(p) 214.638.0500 · (f) 214.638.3723
www.cpyi.com



JANET HARWELL, County Clerk
Allen County, Texas

FILED OCT 20 2020

By Myrcenez Gowan-Perkins,
Deputy

AGENDA: OCTOBER 20, 2020

P. McLennan County Venue Project: Authorizations for Phase I and/or II, including but not limited to:

1. *Regarding the Architectural Services Agreement with Populous:*
Authorization of Professional Services Invoices, Pay Applications, Schematic Design Documents; Acceptance of Reports, Updates, related matters

- a. Authorization of Professional Services Invoice
(re: August - September Services / Invoice No. 0070606)

Approved

2. *Regarding the Construction Manager at Risk Agreement with John W. Erwin General Contractor, Inc.:* Authorization of Applications and Certificates for Payment, Agreement Addendums, Design Documents; Acceptance of Reports, Updates, related matters

- a. Virtual Viewing of Venue Project

**Approved
(See End
of Meeting)**

11:00

ORDER APPROVING:

AUTHORIZATION OF PROFESSIONAL SERVICES INVOICE
(RE: AUGUST - SEPTEMBER SERVICES / INVOICE
NO. 0070606)

RE: THE ARCHITECTURAL SERVICES AGREEMENT WITH POPULOUS:
AUTHORIZATION OF PROFESSIONAL SERVICES INVOICES, PAY
APPLICATIONS, SCHEMATIC DESIGN DOCUMENTS; ACCEPTANCE
OF REPORTS, UPDATES, RELATED MATTERS

On this the 20 day of October, 2020, came on for consideration the matter *Regarding the Architectural Services Agreement with Populous: Authorization of Professional Services Invoices, Pay Applications, Schematic Design Documents; Acceptance of Reports, Updates, related matters: Authorization of Professional Services Invoice (re: August - September Services / Invoice No. 0070606)*. 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

POPULOUS

INVOICE

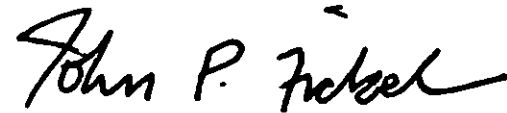
Dustin Chapman
McLennan County, Texas
501 Washington Avenue
Attn: County Judge's Office Room 214
Waco, TX 76701

October 1, 2020
Project No: 18.4624.01
Invoice No: 0070606

McLennan Co Venue Ph 2
Professional Services from August 1, 2020 to September 30, 2020
Fee

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing |
|---------------------------------------|--------------|------------------|--------------|----------------------|---------------------|
| Design Development Documents | 317,000.00 | 100.00 | 317,000.00 | 317,000.00 | 0.00 |
| Construction Documents (Site Package) | 640,000.00 | 100.00 | 640,000.00 | 640,000.00 | 0.00 |
| Bidding (Site Package) | 78,000.00 | 100.00 | 78,000.00 | 78,000.00 | 0.00 |
| Construction Administration | 715,000.00 | 82.00 | 586,300.00 | 564,850.00 | 21,450.00 |
| Total Fee | 1,750,000.00 | | 1,621,300.00 | 1,599,850.00 | 21,450.00 |
| Total Fee | | | | | 21,450.00 |
| Total this Invoice | | | | | \$21,450.00 |


Authorized By:



John Fickel

Date:

10.15.2020

APPROVED BY COMMISSIONERS COURT
THIS 20 DAY OF OCT 20 20

COUNTY JUDGE

Electronic payment preferred | Please include invoice number with remittance | Electronic Payment Information:
Bank Name: Bank of America | Bank Address: 1200 Main St, KCMO 64105 | Credit to: Populous Group, LLC
Account #: 0034 7718 8688 | ABA for ACH: 081000032 | ABA for Wire: 026009593 | SWIFT BIC: BOFAUS3N

4800 Main St, Ste. 300, KCMO 64112 | T +1 816 221 1500 | F +1 816 221 1578

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

By Myroetez Gowan-Perkins,
Deputy

The Court went to Q. McLennan County Radio Tower Project / Multiple Site Expansion to Existing Simulcast Communication System.

AGENDA: OCTOBER 20, 2020

**Q. McLennan County Radio Tower Project / Multiple Site
Expansion to Existing Simulcast Communication
System:**

1. Regarding the System Purchase Agreement with Motorola
Solutions: Authorization of Certificate of Milestone
Acceptance (re: Aviat Microwave Staging
and Equipment Shipped)

**Approved
(See after
Item P. 1. a.)**

11:01

ORDER APPROVING:

AUTHORIZATION OF CERTIFICATE OF MILESTONE ACCEPTANCE
(RE: AVIAT MICROWAVE STAGING AND
EQUIPMENT SHIPPED):

RE: THE SYSTEM PURCHASE AGREEMENT
WITH MOTOROLA SOLUTIONS

On this the 20 day of October, 2020, came on for consideration the matter Regarding the System Purchase Agreement with Motorola Solutions: Authorization of Certificate of Milestone Acceptance (re: Aviat Microwave Staging and Equipment Shipped). After discussion, Commissioner Miller 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

CERTIFICATE OF MILESTONE ACCEPTANCE

Customer Name: **McLennan County, Texas**

Project Name: **McLennan County Aviat Microwave Project-2 Hops**
Project #: **TX-20i113a**

Project Milestones:

Aviat Microwave Staging and Equipment Shipped (Billing Milestone=60%)

Description:

Milestone for McLennan County, TX radio project as listed above has been completed.

Billing Milestone #2 - 60% Upon Staging and Shipment of Equipment
(60% of the total contract price will be invoiced immediately after the equipment has shipped)

Customer Representative:

Signature: 
SCOTT M. FERNALD, COUNTY JUDGE

Date: 10-20-2020

Motorola Representative:

Signature: 

Date: 10-13-20

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

By Myrcetez Gowan-Perkins,
Deputy

AGENDA: OCTOBER 20, 2020

R. 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; Reintegration Programs; Updates from the Associate Judge; Jack Harwell Detention Facility, Jail Magistration related matters | Discussion Only |
| 2. Discussion regarding Capital Expenditures: including Time Schedule for Capital Outlay / Recommendations from the Finance Committee on the Spending Policy / Equipment Financing, related matters | None |
| 3. Discussion regarding County Property: including Space Availability & Utilization of County Buildings/Law Library, Utilization Planning, Consultant, Joint Facilities Master Plan or Study; Space and Office Allocations; Tradinghouse Lake/Park; Updates regarding ADA Capital Improvements; Updates regarding Road Projects including Surrey Ridge Road, Speegleville Road, and/or Chapel Road; County Off-System Bridge Repair/Maintenance, Judicial Center Feasibility Study, File Storage at Downtown Jail, Original Themis Statue, Clock / Clock Tower Project, related matters | None |
| 4. Discussion regarding Rural Transit District: including Rural/Public Transportation Updates / Reports, related matter | None |
| 5. Discussion regarding Vote Centers | None |

11:03

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 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; REINTEGRATION PROGRAMS; UPDATES FROM THE ASSOCIATE JUDGE; JACK HARWELL DETENTION FACILITY, RELATED MATTERS

On this the 20 day of October, 2020, 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 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; Reintegration Programs; Updates from the Associate Judge; Jack Harwell Detention Facility, related matters.

Report Date 10/16/2020



McLennan County EM Office
520 Columbus Ave
Waco, TX 76701

mcclennanem1@recoveryrms.com
(254)-340-6521

| | |
|--------------------------|-----|
| Total In Lieu of Jail: | 30 |
| Total Indigent Client's: | 22 |
| Total Double Client's: | 12 |
| Client's: | 394 |
| Total Client's: | 406 |

| SCRAM CAM Totals | |
|------------------|----|
| Sheriff: | 10 |
| CSCD: | 7 |
| COB: | 1 |
| Felony: | 0 |
| Other: | 12 |
| PTIP: | 7 |
| Child Support: | 0 |
| Total Clients: | 37 |

| Remote Breath Totals | |
|----------------------|----|
| Sheriff: | 2 |
| CSCD: | 20 |
| COB: | 3 |
| Felony: | 0 |
| Other: | 3 |
| PTIP: | 24 |
| Volunteer: | 1 |
| Total Clients: | 53 |

| Soberlink Totals | |
|------------------|----|
| Sheriff: | 0 |
| CSCD: | 17 |
| COB: | 7 |
| Felony: | 0 |
| Other: | 11 |
| PTIP: | 27 |
| Child Support: | 0 |
| Total Clients: | 62 |

| GPS Totals | |
|----------------|----|
| Sheriff: | 22 |
| CSCD: | 5 |
| COB: | 37 |
| Felony: | 0 |
| Other: | 30 |
| PTIP: | 0 |
| Child Support: | 0 |
| Total Clients: | 94 |

| 52/53 Totals | |
|----------------|----|
| Sheriff: | 0 |
| CSCD: | 0 |
| COB: | 0 |
| Felony: | 0 |
| Other: | 0 |
| PTIP: | 16 |
| Child Support: | 0 |
| Total Clients: | 16 |

| Hair Testing Totals | |
|---------------------|----|
| Sheriff: | 0 |
| CSCD: | 1 |
| COB: | 0 |
| Felony: | 0 |
| Other: | 0 |
| PTIP: | 41 |
| Child Support: | 0 |
| Total Clients: | 42 |

| Judge Totals: House Arrest Only | |
|---------------------------------|----|
| Sheriff: | 0 |
| CSCD: | 13 |
| COB: | 10 |
| Felony: | 2 |
| Other: | 0 |
| PTIP: | 0 |
| Child Support: | 1 |
| Total Clients: | 14 |

| UA Totals | |
|----------------|-----|
| Sheriff: | 8 |
| CSCD: | 1 |
| COB: | 3 |
| Felony: | 0 |
| Other: | 2 |
| PTIP: | 134 |
| Child Support: | 0 |
| Total Clients: | 148 |

| Judge Totals: House Arrest Only | |
|---------------------------------|----|
| Sheriff: | 0 |
| CSCD: | 13 |
| COB: | 10 |
| Felony: | 2 |
| Other: | 0 |
| PTIP: | 0 |
| Child Support: | 1 |
| Total Clients: | 14 |

| Judge Totals: House Arrest Only | |
|---------------------------------|----|
| Sheriff: | 0 |
| CSCD: | 1 |
| COB: | 0 |
| Felony: | 0 |
| Other: | 0 |
| PTIP: | 41 |
| Child Support: | 0 |
| Total Clients: | 42 |

| Judge Totals: House Arrest Only | |
|---------------------------------|----|
| Sheriff: | 0 |
| CSCD: | 13 |
| COB: | 10 |
| Felony: | 2 |
| Other: | 0 |
| PTIP: | 0 |
| Child Support: | 1 |
| Total Clients: | 14 |

| Judge Totals: House Arrest Only | |
|---------------------------------|----|
| Sheriff: | 0 |
| CSCD: | 13 |
| COB: | 10 |
| Felony: | 2 |
| Other: | 0 |
| PTIP: | 0 |
| Child Support: | 1 |
| Total Clients: | 14 |

GPS Client's

| Judge Casas | | | | | | | |
|---------------------|------------|-----------------|----------|-------|----------------|------------|------------|
| Client | Client ID | Enrollment Date | Status | Extra | Specifications | PO Date | LO Date |
| Coleman, Hlawatha M | 2079431728 | 9/3/2020 | Indigent | UA | | 10/28/2020 | 10/28/2020 |
| Coles, Dresh M | 2079430896 | 8/13/2020 | Indigent | | | 11/8/2020 | 11/8/2020 |
| Currin, Kevin R | 2079432405 | 9/24/2020 | Indigent | UA | | 11/30/2020 | 11/30/2020 |
| Garcia, Luis E | 2079344781 | 8/27/2020 | Indigent | UA | | 11/21/2020 | 11/21/2020 |
| Gatlin, Amanda V | 2079431717 | 9/3/2020 | Indigent | UA | | 10/30/2020 | 10/30/2020 |
| Johnson, Alice S | 2079343957 | 10/8/2020 | Indigent | UA | | 1/3/2021 | 1/3/2021 |
| Mitchell, Steven L | 2079431447 | 8/27/2020 | Indigent | UA | | 11/21/2020 | 11/21/2020 |
| Ramirez, Troy L | 2079388256 | 10/1/2020 | Indigent | | | 11/27/2020 | 11/27/2020 |
| Toliver, Thomas E | 2079431930 | 9/10/2020 | | UA | | 2/4/2021 | 2/4/2021 |
| | | | | | | | |
| | | | | | | | |

| Judge Casas | |
|--------------------------|---|
| Total Client's: | 9 |
| Total Indigent Client's: | 8 |

| Judge Delvanayagam | | | | | | | |
|-----------------------|------------|-----------------|----------|-----------|----------------|------------|------------|
| Client | Client ID | Enrollment Date | Status | Extra | Specifications | PO Date | LO Date |
| Blylock, Glenn A | 2079430342 | 7/30/2020 | Indigent | Scram Cam | | 10/25/2020 | 10/25/2020 |
| Daniels, James I | 2079430585 | 8/6/2020 | Indigent | Scram Cam | | 10/17/2020 | 10/17/2020 |
| Dann, John E | 2079365058 | 10/1/2020 | | | | 1/11/2021 | 1/11/2021 |
| Escobedo Jr, Santiago | 2079431201 | 8/20/2020 | Indigent | | | 10/16/2020 | 10/16/2020 |
| Gilman, Michael A | 2079424920 | 9/3/2020 | | | | 10/30/2020 | 10/30/2020 |
| Graff, Brandon J | 2079345545 | 8/25/2020 | | Scram RB | | 12/6/2020 | 12/6/2020 |
| Gulford, Jamaud J | 2079431114 | 8/18/2020 | Indigent | UA | | 10/29/2020 | 10/29/2020 |
| Maxey, Adrian D | 2079431730 | 9/3/2020 | Indigent | | | 10/22/2020 | 10/22/2020 |
| Ontiveros, Javier | 2079430895 | 8/13/2020 | | | | 11/8/2020 | 11/8/2020 |
| Payne, Tarrant L | 2079432394 | 9/24/2020 | Indigent | | | 11/20/2020 | 11/20/2020 |
| Rodriguez, Luis H | 2079432664 | 10/1/2020 | Indigent | | | 11/1/2020 | 11/1/2020 |
| Tedlock, Tye C | 2079431208 | 8/20/2020 | | Scram RB | | 11/30/2020 | 11/30/2020 |
| Willaker, Alyona J | 2079363506 | 10/1/2020 | Indigent | | | 12/12/2020 | 12/12/2020 |
| | | | | | | | |
| | | | | | | | |

| Judge Delvanayagam | |
|--------------------------|----|
| Total Client's: | 13 |
| Total Indigent Client's: | 8 |

Other Client's

| Felony | | | | | | | |
|--------|-----------|-----------------|--------|-------|----------------|---------|---------|
| Client | Client ID | Enrollment Date | Status | Extra | Specifications | PO Date | LO Date |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

| Felony | |
|--------------------------|---|
| Total Client's: | 0 |
| Total Indigent Client's: | 0 |

| Condition Of Bond | | | | | | | |
|-------------------------|------------|-----------------|----------|-----------|--------------|--------|---------|
| Client | Client ID | Enrollment Date | Status | Extra | Judge | P.O | LO Date |
| Banda, Jose G | 2079422963 | 12/13/2019 | | | Strother | | |
| Banda-Rodriguez, Anselm | 2079429660 | 7/10/2020 | | Active | Strother | | |
| Barrington, Gary W | 2079429493 | 7/6/2020 | Indigent | | Strother | | |
| Byrd, Luke T | 2079428470 | 6/9/2020 | | Active | Strother | | |
| Cardenas, Eleazar C | 2079428183 | 5/27/2020 | Indigent | Active | Strother | | |
| Crain, James C | 2079429887 | 7/17/2020 | | | Strother | | |
| Crook, Timothy L | 2079399448 | 3/16/2018 | Indigent | | Strother | | |
| Davis, Kerry L | 2079428569 | 6/9/2020 | | DP | Strother | | |
| Davis, Michael J | 2079362041 | 8/14/2015 | Indigent | | Strother | | |
| Dotson, Bryant K | 2079427318 | 4/24/2020 | Indigent | Active | Strother | | |
| Fields, Alvin E | 2079426459 | 3/20/2020 | Indigent | DP | Strother | Active | |
| Gemmell, George H | 2079433049 | 10/12/2020 | Indigent | Active | Strother | | |
| Goodwin, Larry J | 2079403076 | 6/25/2018 | Indigent | | Strother | | |
| Harlan, Robert F | 2079427530 | 5/4/2020 | Indigent | | Strother | | |
| HBI, Otho P | 2079410791 | 2/1/2019 | | Scram Cam | Hedges | | |
| Johnson, Nicholas A | 2079429789 | 7/16/2020 | | | Strother | | |
| Kennedy, Korey B | 2079432644 | 10/1/2020 | Indigent | DP | Strother | | |
| Landaverde, Ray | 2079427686 | 5/8/2020 | Indigent | Active | Strother | | |
| Lanier, Richard D | 2079344972 | 2/18/2020 | Indigent | | Johnson | | |
| Logan, Antwain L | 2079430641 | 8/7/2020 | | Active | Strother | | |
| McKibben, Taylor | 2079425345 | 2/21/2020 | | Active | Johnson | | |
| Muniz, Andrea | 2079432761 | 10/5/2020 | Indigent | | Strother | | |
| Mynar, Heath L | 2079424248 | 1/24/2020 | Indigent | Active | Delvanayagam | | |
| Perez, Raymond R | 2079424448 | 1/29/2020 | Indigent | | Strother | | |
| Prather, Micah G | 2079426042 | 8/7/2020 | Indigent | Active | Strother | | |
| Proffitt, Philip | 2079401175 | 5/3/2018 | | | Strother | | |
| Rodriguez, Glenn D | 2079430800 | 8/11/2020 | Indigent | Active | Strother | | |
| Salas, Vedell T | 2079419685 | 9/23/2019 | | | Strother | | |
| Sims, Phillip W | 2079418255 | 8/16/2019 | | | Strother | | |
| Slaughter, Cedric A | 2079349696 | 5/15/2020 | Indigent | Active | Strother | | |
| Sutton, Seth A | 2079428156 | 5/26/2020 | | Active | Johnson | | |
| Tijerina, Chelsea | 2079428148 | 5/26/2020 | | Active | Johnson | | |
| Torres Jr, Rudy | 2079344419 | 3/18/2020 | | | Johnson | | |
| Vidal, Phillip M | 2079423657 | 1/8/2020 | | Active | Strother | | |
| Watkins, Chad S | 2079423511 | 1/3/2020 | Indigent | Active | Strother | | |
| White, Devin A | 2079429362 | 7/2/2020 | | | Johnson | | |
| Williams, Akhvatray T | 2079420207 | 10/4/2019 | Indigent | | Strother | | |
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| Condition Of Bond | |
|--------------------------|----|
| Total Client's: | 37 |
| Total Indigent Client's: | 20 |

| CSCD | | | | | | | |
|--------------------|------------|-----------------|--------|-------|----------|-------------------|---------|
| Client | Client ID | Enrollment Date | Status | Extra | Judge | PO | LO Date |
| Carbu, Matthew R | 2079366406 | 9/11/2020 | | | Strother | Wanda Barnhart | |
| Capistran, Gilbert | 2079403349 | 4/8/2019 | | | Florida | Cassandra Trevino | |
| Hamlin, Kourtney E | 2079429070 | 6/22/2020 | | DP | McLennan | Wanda Barnhart | |
| Marquez, Roberto B | 2079425925 | 4/23/2020 | | | Strother | Matthew Winget | |
| Tyrone, James E | 2079431815 | 9/8/2020 | | | Strother | Lukas Woodson | |
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| CSCD | |
|--------------------------|---|
| Total Client's: | 5 |
| Total Indigent Client's: | 0 |

| Out Of County | | | | | | | |
|-------------------------|------------|-----------------|----------|-------|---------------|----|---------|
| Client | Client ID | Enrollment Date | Status | Extra | Judge | PO | LO Date |
| Allen, Tracy C | 2079425364 | 2/21/2020 | | | Leon County | | |
| Altum, Justin J | 2079414886 | 5/17/2019 | | | Bell County | | |
| Arroyo, Felix C | 2079431866 | 9/9/2020 | | | Bell County | | |
| Carson, Jamar D | 2079423315 | 12/23/2019 | | | Bell County | | |
| Castro, Leonardo | 2079424639 | 2/4/2020 | | | Bell County | | |
| Choney, Byron | 2079432702 | 10/5/2020 | | | Bell County | | |
| Cooper, James K | 2079427045 | 4/15/2020 | | | Bell County | | |
| DeBard, Timothy S | 2079422989 | 12/16/2019 | | | Bell County | | |
| Henderson, David | 2079406418 | 1/10/2019 | | | Bosque County | | |
| Henderson, Kayla D | 2079406420 | 1/28/2019 | | | Bosque County | | |
| Hernandez, Joshua C | 2079428123 | 5/26/2020 | | | Bell County | | |
| Holland, Bradley W | 2079429099 | 6/26/2020 | | | Bosque County | | |
| Macy, Steven J | 2079427136 | 4/17/2020 | | | Falls County | | |
| Martinez-Gonzalez, Juan | 2079422450 | 12/3/2019 | | | Bell County | | |
| Mason, Kayler L | 2079425740 | 3/2/2020 | | | Bell County | | |
| Mathews, Brandon L | 2079412585 | 3/14/2019 | | | Bell County | | |
| McGowan, Antoine L | 2079410190 | 1/15/2019 | | | Bell County | | |
| Nanton, Davlin-James | 2079431413 | 8/26/2020 | | | Bell County | | |
| Parker, Christopher S | 2079403129 | 6/26/2018 | | | Bell County | | |
| Peele Jr, Thomas E | 2079412101 | 3/6/2019 | | | Bell County | | |
| Raper, Alan W | 2079401432 | 5/10/2018 | | | Bell County | | |
| Reyes Jr, Mario | 2079402500 | 6/6/2018 | | | Bell County | | |
| Raymundo, Austin D | 2079404973 | 8/17/2018 | | | Bell County | | |
| Ricca, George R | 2079378757 | 11/3/2016 | | | Bell County | | |
| Rogers, Randi B | 2079432311 | 9/23/2020 | | | Milam County | | |
| Sabado, Christopher | 2079412564 | 3/15/2019 | | | Bell County | | |
| Tarrant, Alijah I | 2079416968 | 3/27/2020 | Indigent | | Bell County | | |
| Thornal, Eric R | 2079427778 | 5/13/2020 | | | Bell County | | |
| Vasquez, Daniel | 2079410257 | 1/22/2019 | | | Bell County | | |
| Ward, Ja'Vion S | 2079432460 | 9/25/2020 | | | Bell County | | |
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| Out Of County | |
|--------------------------|----|
| Total Client's: | 30 |
| Total Indigent Client's: | 1 |

SCRAM CAM Client's

| Judge Cates | | | | | | | |
|-------------|-----------|-----------------|--------|-------|----------------|---------|---------|
| Client | Client ID | Enrollment Date | Status | Extra | Specifications | PO Date | LO Date |
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| Judge Cates | |
|--------------------------|---|
| Total Client's: | 0 |
| Total Indigent Client's: | 0 |

| Judge Dehmanayagam | | | | | | | |
|---------------------|------------|-----------------|----------|-------|----------------|------------|------------|
| Client | Client ID | Enrollment Date | Status | Extra | Specifications | PO Date | LO Date |
| Bigham, John L | 2079432194 | 9/17/2020 | Indigent | | | 12/11/2020 | 12/11/2020 |
| Blaylock, Glenn A | 2079430342 | 7/30/2020 | Indigent | GPS | | 10/25/2020 | 10/25/2020 |
| Brown, Tristan D | 2079432425 | 9/24/2020 | | | | 1/22/2021 | 1/22/2021 |
| Clark, Bradlee B | 2079433067 | 10/13/2020 | | | | 1/8/2021 | 1/8/2021 |
| Cole, Shakera T | 2079431925 | 9/10/2020 | Indigent | | | 11/7/2020 | 11/7/2020 |
| Daniels, James I | 2079430585 | 8/6/2020 | Indigent | GPS | | 10/17/2020 | 10/17/2020 |
| Johnson, Brian C | 2079431714 | 9/3/2020 | | | | 10/31/2020 | 10/31/2020 |
| Layne, Lesley F | 2079432919 | 10/8/2020 | Indigent | | | 3/5/2021 | 3/5/2021 |
| Lofton, Thomas T | 2079345649 | 9/17/2020 | Indigent | | | 12/14/2020 | 12/14/2020 |
| Rosenbaum, Robert B | 2079433068 | 10/13/2020 | | | | 12/9/2020 | 12/9/2020 |
| | | | | | | | |
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| Judge Dehmanayagam | |
|--------------------------|----|
| Total Client's: | 10 |
| Total Indigent Client's: | 6 |

Other Client's

| Other | | | | | | | |
|------------------------|------------|-----------------|----------|-----------|----------------|--------------|---------|
| Client | Client ID | Enrollment Date | Status | Extra | Specifications | PO Date | LO Date |
| Brown, Melvin G | 2079427377 | 4/27/2020 | Indigent | Scram CAM | Bell County | 1/2 Indigent | |
| Castillo Jr, Guillermo | 2079433148 | 10/15/2020 | | Scram CAM | Bell County | | |
| Florencia, Diamond M | 2079428565 | 6/9/2020 | | Scram CAM | Bell County | | |
| Gawrecki, Adam W | 2079371257 | 1/13/2020 | | Scram CAM | Collin County | | |
| Goudeau, Louis C | 2079432889 | 10/8/2020 | | Scram CAM | Bell County | | |
| Lerma, David D | 2079385987 | 6/2/2017 | | Scram CAM | Bosque County | | |
| Rodriguez, Ronald V | 2079349846 | 12/31/2018 | | Scram CAM | Fall County | | |
| Sherrod, Ricardo | 2079432630 | 9/30/2020 | | Scram CAM | Bell County | | |
| Smith, Jacob A | 2079432503 | 9/28/2020 | | Scram CAM | Bell County | | |
| Springer, Larry B | 2079412157 | 6/4/2020 | | Scram CAM | Bell County | | |
| Talasek, Franklin W | 2079397891 | 2/2/2018 | | Scram CAM | Bell County | | |
| Yoes, Billy J | 2079400845 | 11/15/2018 | | Scram CAM | Wharton County | | |
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| Other | |
|--------------------------|----|
| Total Client's: | 12 |
| Total Indigent Client's: | 1 |

| CSOD | | | | | | | |
|---------------------|------------|-----------------|--------|-------|-------|----|---------|
| Client | Client ID | Enrollment Date | Status | Extra | Judge | PO | LO Date |
| Cotie, James G | 2079367533 | 7/26/2018 | | | | | |
| Hernandez, Martha Y | 2079349354 | 9/25/2020 | | | | | |
| Mayhew, William S | 2079334629 | 7/23/2020 | | | | | |
| Merritt, Thomas E | 2079432550 | 9/29/2020 | | | | | |
| Mills, Richard C | 2079420018 | 10/2/2019 | | | | | |
| Ramos, Jose A | 2079425844 | 3/4/2020 | | | | | |
| Tierce, Nathaniel E | 2079431772 | 9/4/2020 | | | | | |
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| CSOD | |
|--------------------------|---|
| Total Client's: | 7 |
| Total Indigent Client's: | 0 |

| Condition Of Bond | | | | | | | |
|-------------------|------------|-----------------|--------|-------|--------|-----|---------|
| Client | Client ID | Enrollment Date | Status | Extra | Judge | P.O | LO Date |
| Hill, Orho P | 2079410791 | 2/1/2019 | | GPS | Hodges | | |
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| Condition Of Bond | |
|--------------------------|---|
| Total Client's: | 1 |
| Total Indigent Client's: | 0 |

Remote Breath Client's

[illegible]

| Judge Cates | |
|--------------------------|---|
| Total Client's: | 0 |
| Total Indigent Client's: | 0 |

| Judge Deliverables | | | | | | | |
|--------------------|------------|-----------------|--------|-------|----------------|------------|------------|
| Client | Client ID | Enrollment Date | Status | Extra | Specifications | PO Date | LO Date |
| Graff, Brandon J | 2079345545 | 8/25/2020 | | GPS | | 12/6/2020 | 12/6/2020 |
| Tedlock, Tye C | 2079431208 | 8/20/2020 | | GPS | | 11/30/2020 | 11/30/2020 |
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| Judge Delramayagam | |
|--------------------------|---|
| Total Client's: | 2 |
| Total Indigent Client's: | 0 |

Other Client's

| Other | | | | | | | |
|---------------------|------------|-----------------|--------|----------|-----------------|------------|---------|
| Client | Client ID | Enrollment Date | Status | Extra | Specifications | PO Data | LO Data |
| Dempsey, Stephen W | 2079385349 | 5/16/2017 | | Scram RB | McLennan County | Family Law | |
| Reed, William B | 2079399452 | 3/16/2018 | | Scram RB | Smith County | | |
| Speller II, Grant H | 2079432096 | 9/16/2020 | | Scram RB | Coryell County | | |
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| Other | |
|--------------------------|---|
| Total Client's: | 3 |
| Total Indigent Client's: | 0 |

[illegible]

| CSCD | |
|--------------------------|----|
| Total Client's: | 20 |
| Total Indigent Client's: | 0 |

[illegible]

| Condition Of Bond | |
|--------------------------|---|
| Total Client's: | 3 |
| Total Indigent Client's: | 0 |

Double Program Client's

| Judge Cates | | | | | | | |
|---------------------|------------|-----------------|----------|-------|----------------|------------|------------|
| Client | Client ID | Enrollment Date | Status | Extra | Specifications | PO Date | LO Date |
| Coleman, Hiewatha M | 2079431728 | 9/3/2020 | Indigent | UA | | 10/18/2020 | 10/18/2020 |
| Currin, Kevin R | 2079432405 | 9/24/2020 | Indigent | UA | | 11/30/2020 | 11/30/2020 |
| Garcia, Luis E | 2079344781 | 8/27/2020 | Indigent | UA | | 11/22/2020 | 11/22/2020 |
| Gatlin, Amanda V | 2079431717 | 9/3/2020 | Indigent | UA | | 10/30/2020 | 10/30/2020 |
| Mitchell, Steven L | 2079431447 | 8/27/2020 | Indigent | UA | | 11/22/2020 | 11/22/2020 |
| Tolliver, Thomas E | 2079431930 | 9/10/2020 | | UA | | 2/4/2021 | 2/4/2021 |
| Johnson, Alice S | 2079343957 | 10/8/2020 | Indigent | UA | | 1/3/2021 | 1/3/2021 |
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| Judge Cates | |
|--------------------------|---|
| Total Client's: | 7 |
| Total Indigent Client's: | 6 |

| Judge Debraanyagam | | | | | | | |
|--------------------|------------|-----------------|----------|-----------|----------------|------------|------------|
| Client | Client ID | Enrollment Date | Status | Extra | Specifications | PO Date | LO Date |
| Blaylock, Glenn A | 2079430342 | 7/30/2020 | Indigent | Scram Cam | | 10/25/2020 | 10/25/2020 |
| Daniels, James I | 2079430585 | 8/6/2020 | Indigent | Scram Cam | | 10/17/2020 | 10/17/2020 |
| Graff, Brandon J | 2079345545 | 8/25/2020 | | Scram RB | | 12/6/2020 | 12/6/2020 |
| Gulford, Jamaud J | 2079431114 | 8/18/2020 | Indigent | UA | | 10/29/2020 | 10/29/2020 |
| Tedlock, Tye C | 2079431208 | 8/20/2020 | | Scram RB | | 11/30/2020 | 11/30/2020 |
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| Judge Debraanyagam | |
|--------------------------|---|
| Total Client's: | 5 |
| Total Indigent Client's: | 3 |

Other Client's

| Other | | | | | | | |
|-------------------------|------------|-----------------|----------|----------|----------------|---------|---------|
| Client | Client ID | Enrollment Date | Status | Extra | Specifications | PO Date | LO Date |
| Davis, Kerry L | 2079428569 | 6/9/2020 | | DP | Strother | | |
| Fields, Alvin E | 2079426459 | 3/20/2020 | Indigent | DP | Strother | Active | |
| Hamlin, Kourtney E | 2079429070 | 6/22/2020 | | DP | McLennan | | |
| Harrison, Christopher C | 2079397485 | 3/20/2019 | EtG | DP | McLennan | | |
| Hill, Otho P | 2079410791 | 2/1/2019 | | GPS | Hodges | | |
| Kennedy, Corey B | 2079432644 | 10/1/2020 | Indigent | DP | Strother | | |
| Noweski, Tyler M | 2079425963 | 3/6/2020 | | UA | Strother | | |
| Silva, Martin V | 2079371894 | 1/31/2020 | | Scram RB | McLennan | | |
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| Other | |
|--------------------------|---|
| Total Client's: | 8 |
| Total Indigent Client's: | 2 |

Drug Patch Client's

[illegible]

| Judge Cases | |
|--------------------------|---|
| Total Client's: | 0 |
| Total Indigent Client's: | 0 |

[illegible]

| Judge Delvanayagam | |
|--------------------------|---|
| Total Client's: | 0 |
| Total Indigent Client's: | 0 |

Other Client's

[illegible]

| CSD | |
|--------------------------|----|
| Total Client's: | 17 |
| Total Indigent Client's: | 0 |

[illegible]

| Condition Of Bond | |
|--------------------------|---|
| Total Client's: | 7 |
| Total Indigent Client's: | 4 |

[illegible]

| Other | |
|--------------------------|----|
| Total Client's: | 11 |
| Total Indigent Client's: | 0 |

UA Client's

| Judge Cabas | | | | | | | |
|---------------------|------------|-----------------|----------|-------|----------------|------------|------------|
| Client | Client ID | Enrollment Date | Status | Extra | Specifications | PO Date | LO Date |
| Coleman, Hlawatha M | 2079431728 | 9/3/2020 | Indigent | GPS | | 10/28/2020 | 10/28/2020 |
| Curran, Kevin R | 2079432405 | 9/24/2020 | Indigent | GPS | | 11/30/2020 | 11/30/2020 |
| Garcia, Luis E | 2079344781 | 8/27/2020 | Indigent | GPS | | 11/22/2020 | 11/22/2020 |
| Getlin, Amanda V | 2079431717 | 9/3/2020 | Indigent | GPS | | 10/30/2020 | 10/30/2020 |
| Johnson, Alice S | 2079343957 | 10/8/2020 | Indigent | GPS | | 1/3/2021 | 1/3/2021 |
| Mitchell, Steven L | 2079431447 | 8/27/2020 | Indigent | GPS | | 11/22/2020 | 11/22/2020 |
| Toliver, Thomas E | 2079431930 | 9/10/2020 | | GPS | | 2/4/2021 | 2/4/2021 |
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| Judge Cabas | |
|--------------------------|---|
| Total Client's: | 7 |
| Total Indigent Client's: | 6 |

| Judge Delramanayagam | | | | | | | |
|----------------------|------------|-----------------|----------|-------|----------------|------------|------------|
| Client | Client ID | Enrollment Date | Status | Extra | Specifications | PO Date | LO Date |
| Gulford, Jamsud J | 2079431114 | 8/18/2020 | Indigent | GPS | | 10/29/2020 | 10/29/2020 |
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| Judge Delramanayagam | |
|--------------------------|---|
| Total Client's: | 1 |
| Total Indigent Client's: | 1 |

Other Client's

| Condition Of Bond | | | | | | | |
|--------------------|------------|-----------------|----------|----------|----------------|---------|---------|
| Client | Client ID | Enrollment Date | Status | Extra | Specifications | PO Date | LO Date |
| Griffin, Gregory A | 2079425394 | 2/24/2020 | Indigent | | Strother | | |
| Haverkamp, Ryder D | 2079431780 | 9/8/2020 | | | Strother | | |
| Nowaski, Tyler M | 2079425963 | 3/6/2020 | | Scram RB | Strother | | |
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| Condition Of Bond | |
|--------------------------|---|
| Total Client's: | 3 |
| Total Indigent Client's: | 1 |

| CSCD | | | | | | | |
|-------------------------|------------|-----------------|--------|-------|----------------|---------|---------|
| Client | Client ID | Enrollment Date | Status | Extra | Specifications | PO Date | LO Date |
| Harrison, Christopher C | 2079397485 | 3/20/2019 | EtG | DP | McLennan | | |
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| CSCD | |
|--------------------------|---|
| Total Client's: | 1 |
| Total Indigent Client's: | 0 |

| Other | | | | | | | |
|-------------------|------------|-----------------|--------|-------|----------------|---------|---------|
| Client | Client ID | Enrollment Date | Status | Extra | Specifications | PO Date | LO Date |
| Fossum, Casey P | 2079368960 | 11/14/2019 | | ETG | Family Law | | |
| Ortiz, Fernando L | 2079426186 | 3/12/2020 | | ETG | Bell County | | |
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| Other | |
|--------------------------|---|
| Total Client's: | 2 |
| Total Indigent Client's: | 0 |

Hair Testing Client's

| Judge Cabas | | | | | | | |
|-------------|-----------|-----------------|--------|-------|----------------|---------|---------|
| Client | Client ID | Enrollment Date | Status | Extra | Specifications | PO Date | LO Date |
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| Judge Cabas | |
|--------------------------|---|
| Total Client's: | 0 |
| Total Indigent Client's: | 0 |

| Judge Delvaanyagam | | | | | | | |
|--------------------|-----------|-----------------|--------|-------|----------------|---------|---------|
| Client | Client ID | Enrollment Date | Status | Extra | Specifications | PO Date | LO Date |
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| Judge Delvaanyagam | |
|--------------------------|---|
| Total Client's: | 0 |
| Total Indigent Client's: | 0 |

Other Client's

| CSOD | | | | | | | |
|-----------------|------------|-----------------|--------|-------|----------------|---------|---------|
| Client | Client ID | Enrollment Date | Status | Extra | Specifications | PO Date | LO Date |
| Ponta, Aubrey N | 2079340596 | 11/9/2018 | | | McLennan | | |
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| CSOD | |
|--------------------------|---|
| Total Client's: | 1 |
| Total Indigent Client's: | 0 |

| Condition Of Bond | | | | | | | |
|-------------------|-----------|-----------------|--------|-------|----------------|---------|---------|
| Client | Client ID | Enrollment Date | Status | Extra | Specifications | PO Date | LO Date |
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| Condition Of Bond | |
|--------------------------|---|
| Total Client's: | 0 |
| Total Indigent Client's: | 0 |

| Other | | | | | | | |
|--------|-----------|-----------------|--------|-------|----------------|---------|---------|
| Client | Client ID | Enrollment Date | Status | Extra | Specifications | PO Date | LO Date |
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| Other | |
|--------------------------|---|
| Total Client's: | 0 |
| Total Indigent Client's: | 0 |

PTIP Client's

Remote Breath Client's

| Client | Client ID | Enrollment Date | | Extra | Removal Date |
|-------------------------|-------------|-----------------|---------------|--|--------------|
| Aylor, Joseph L | 2079417548 | 7/29/2019 | Remote Breath | Random UA | 10/29/2020 |
| Bayer, Mary A | 2079431559 | 8/31/2020 | Remote Breath | Random UA | 8/31/2021 |
| Buenrostro, Pedro A | 2079432313 | 9/23/2020 | Remote Breath | Random UA & ETG Hair Test at PTIP's request | 3/22/2021 |
| Garcia, Pablo S | 2079416040 | 6/18/2019 | Remote Breath | Random UA & DP & ETG Hair Test at PTIP's request. | 12/18/2020 |
| Gonzalez, Rossana G | 2079432813 | 10/6/2020 | Remote Breath | Random UA & ETG Hair Test at PTIP's request | 4/6/2021 |
| Hanna, SI A | 2079427336 | 6/17/2020 | Remote Breath | DP 1st 30 days, Random UA & DP @ PTIP Request | 6/17/2022 |
| Johnston, John P | 2079432734 | 10/5/2020 | Remote Breath | Random UA & ETG Hair Test at PTIP's request | 4/5/2021 |
| Medina-Medrano, Aram | 2079429314 | 6/29/2020 | Remote Breath | Random UA | 12/29/2020 |
| Plog, Leonard H | 2079421085 | 9/24/2020 | Remote Breath | DP 1st 30 Days, Random UA & ETG Hair Test at PTIP's request. | 10/29/2020 |
| Redding, Jeffery W | 20794232764 | 10/5/2020 | Remote Breath | Random UA | 4/5/2021 |
| Ruppert, Sarah M | 2079432268 | 9/21/2020 | Remote Breath | Random UA | 12/21/2020 |
| Villasenor, Stephanie C | 2079430048 | 7/22/2020 | Remote Breath | Random UA | 4/22/2021 |
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| Remote Breath Client's | |
|------------------------|----|
| Total Client's | 12 |

SCRAM CAM Client's

| Client | Client ID | Enrollment Date | | Extra | Removal Date |
|---------------------|------------|-----------------|---------------|---|--------------|
| Brackelch, John C | 2079425188 | 10/9/2020 | | Random UA & ETG Hair Test at PTIP's request | 1/11/2021 |
| Gutierrez, Abelardo | 2079428793 | 10/9/2020 | Remote Breath | Random UA | 1/11/2021 |
| Salas, Don A | 2079432580 | 9/30/2020 | | Random UA & ETG Hair Test at PTIP's request | 3/29/2021 |
| | | | | | |
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| SCRAM CAM Client's | |
|--------------------|---|
| Total Client's | 3 |

52/52 Client's

| Client | Client ID | Enrollment Date | Current Device | Extra | Removal Date |
|---------------------------|------------|-----------------|----------------|---------------|--------------|
| Frewin, Ian N | 2079421037 | 10/28/2019 | Random UA | Remote Breath | 10/28/2020 |
| Haby, Samantha D | 2079426335 | 3/17/2020 | Random UA | Remote Breath | 6/17/2021 |
| Harp, Brandon H | 2079432074 | 9/15/2020 | Random UA | SCRAM Cam | 9/15/2021 |
| Honneste, Autumn L | 2079432130 | 9/16/2020 | Random UA | SCRAM Cam | 9/16/2021 |
| Hutchison, Shawna M | 2079424977 | 2/12/2020 | Random UA | Remote Breath | 2/12/2021 |
| Marquez, Willie R | 2079422443 | 12/3/2019 | Random UA | Remote Breath | 12/3/2020 |
| Majera, Ivack N | 2079421374 | 11/4/2019 | Random UA | Remote Breath | 11/4/2020 |
| Oakley, Naomi R | 2079421934 | 11/18/2019 | Ua/Hair Test | Remote Breath | 11/18/2020 |
| Randall, Allison J | 2079422016 | 11/20/2019 | Random UA | Remote Breath | 11/20/2020 |
| Rios, Jonathan R | 2079430190 | 7/27/2020 | Random UA | SCRAM Cam | 7/27/2021 |
| Stumpf, Kristin M | 2079419729 | 9/24/2019 | Random UA | Remote Breath | 9/24/2020 |
| Thornbom, Bradley T | 2079424182 | 1/22/2020 | Random UA | Remote Breath | 1/22/2020 |
| Vasquez-Oliveras, Alfredo | 2079429333 | 6/29/2020 | Random UA | Remote Breath | 12/29/2020 |
| Webster, Kolby J | 2079418742 | 8/28/2019 | Random UA | Remote Breath | 8/28/2020 |
| Wills, Caleb L | 2079430743 | 8/10/2020 | Random UA | SCRAM Cam | 8/10/2021 |
| Zaworski, Reid A | 2079425416 | 2/24/2020 | Random UA | Remote Breath | 2/24/2021 |
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| 52/52 Client's | |
|------------------------|----|
| SCRAM CAM Client's | 4 |
| Remote Breath Client's | 12 |
| Total Client's | 16 |

Drug Patch Client's

| Client | Client ID | Enrollment Date | | Extra | Removal Date |
|-----------------------|------------|-----------------|---------------|---|--------------|
| Abel, Matthew E | 2079423083 | 3/17/2020 | | DP 1st 90 days, Random UA & DP at PTIP Request | 6/17/2021 |
| Aguiar, Andrew A | 2079426037 | 3/9/2020 | | DP 1st 30 Days, Random UA & DP/ETG Hair Test at PTIP's request. | 3/9/2021 |
| Balderras, Adriana | 2079429394 | 7/1/2020 | | DP 1st 30 days, Random UA & DP @ PTIP Request | 7/1/2021 |
| Berens, Blake D | 2079416261 | 6/25/2019 | | DP 1st 30 days-Random UA/DP | 6/25/2021 |
| Bond, Lola Z | 2079412475 | 3/12/2019 | | Random UA & DP & ETG Hair Test at PTIP's request. | 3/12/2021 |
| Craig, Randy A | 2079427176 | 6/8/2020 | | DP 1st 30 days & Random UA | 9/8/2021 |
| Fegins, Erik M | 2079420326 | 10/6/2019 | | DP 1st 60 Days, Random UA & ETG Hair Test at PTIP's request. | 1/8/2021 |
| Gallagos, Ariel | 2079421369 | 11/4/2019 | | DP 1st 30 Days, Random UA & DP | 5/4/2021 |
| Garrett, Guadalupe E | 2079415556 | 6/5/2019 | | DP 1st 60 days-Random UA/DP | 12/17/2020 |
| Grant, Gilbert J | 2079428373 | 6/15/2020 | | DP first 30 days, Random UA's & DP's | 6/15/2021 |
| Guerra, Marissa D | 2079416713 | 6/18/2020 | | Random UA & DP @ PTIP Request | 8/14/2021 |
| Guerrero, Anthony | 2079419502 | 9/17/2019 | | DP 1st 30 Days, Random UA & ETG Hair Test at PTIP's request. | 6/4/2021 |
| Gutierrez, Marissa M | 2079432566 | 9/29/2020 | | DP 1st 30 days, Random UA & DP @ PTIP Request | 9/29/2021 |
| Hanna, SI A | 2079427336 | 6/17/2020 | Remote Breath | DP 1st 30 days, Random UA & DP @ PTIP Request | 6/17/2022 |
| Head, Dylan T | 2079428550 | 6/23/2020 | | DP 1st 60 days, Random UA's, DP & ETG Hair @ PTIP Request | 9/23/2021 |
| Hernandez, Yuritty O | 2079415512 | 6/4/2019 | | DP 1st 90 Days, Random UA & ETG Hair Test at PTIP's request. | 7/22/2021 |
| Huber, Clinton W | 2079416892 | 7/22/2019 | | DP 1st 30 days, Random UA & DP @ PTIP Request | 11/6/2020 |
| Marshall, Joshua M | 2079428625 | 6/10/2020 | | DP 1st 60 days, Random UA & DP @ PTIP Request | 6/10/2022 |
| Munoz, Bryan A | 2079428845 | 6/16/2020 | | DP 1st 60 days, Random UA & DP @ PTIP Request | 12/16/2021 |
| Plog, Leonard H | 2079421085 | 10/29/2019 | | DP 1st 30 Days, Random UA & ETG Hair Test at PTIP's request. | 10/29/2020 |
| Poff, Austin A | 2079425409 | 3/23/2020 | | DP 1st 60 days, Random UA & DP @ PTIP Request | 6/23/2021 |
| Prather, Micah G | 2079426042 | 6/10/2020 | | DP 1st 60 days, Random UA's, DP & ETG Hair @ PTIP Request | 9/10/2021 |
| Robert, Zachary | 2079414595 | 5/8/2019 | | DP 1st 90 Days, Random UA & ETG Hair Test at PTIP's request. | 4/30/2020 |
| Sowder, Jacob H | 2079424280 | 2/4/2020 | | DP 1st 60 days & Random ua | 2/4/2021 |
| Spigener, Jonna M | 2079405884 | 9/11/2018 | | DP 1st 60 days, Random UA's, DP & ETG Hair @ PTIP Request | 5/29/2020 |
| Val Verde, Zacarias C | 2079426511 | 3/23/2020 | | DP 1st 30 days, Random UA & DP @ PTIP Request | 3/23/2021 |
| Zogg, Hunter K | 2079411321 | 2/13/2019 | | DP 1st 90 Days, Random UA & ETG Hair Test at PTIP's request. | 10/21/2020 |
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| Drug Patch Client's | |
|---------------------|----|
| Total Client's | 27 |

Hair Testing Client's

| Client | Client ID | Enrollment Date | | Extra | Removal Date |
|---------------------------|------------|-----------------|---------------|---|--------------|
| Agullar, Andrew A | 2079426032 | 3/9/2020 | | DP 1st 30 Days, Random UA & DP/ETG Hair Test at PTIP's request. | 3/9/2021 |
| Bilberry, Gregory A | 2079408206 | 12/17/2018 | | Random UA & Random ETG Hair Test per PTIP's request | 12/17/2020 |
| Biscomb, Gillan M | 2079433050 | 10/12/2020 | | Random UA & ETG Hair Test at PTIP's request | 1/12/2021 |
| Bond, Lola Z | 2079412475 | 3/12/2019 | | Random UA & DP & ETG Hair Test at PTIP's request. | 3/12/2021 |
| Brackieck, John C | 2079425188 | 2/18/2020 | Scram Cam | Random UA & ETG Hair Test at PTIP's request. | 11/18/2020 |
| Brenn, Aaron D | 2079426331 | 3/17/2020 | | Random UA & ETG Hair Test at PTIP's request. | 3/17/2021 |
| Buenrostro, Pedro A | 2079432313 | 9/23/2020 | Remote Breath | Random UA & ETG Hair Test at PTIP's request | 3/22/2021 |
| Conner, Demarcus | 2079430286 | 7/29/2020 | | Random UA & ETG Hair Test at PTIP's request. | 4/28/2021 |
| Dark, Foy | 2079416704 | 7/9/2019 | | Random UA & Random ETG Hair Test per PTIP's request | 7/9/2021 |
| Davis, Arianna T | 2079429780 | 7/15/2020 | | Random UA & ETG Hair Test at PTIP's request | 4/15/2021 |
| Denton, Jack R | 2079425147 | 2/17/2020 | | Random UA & ETG Hair Test at PTIP's request. | 11/17/2020 |
| Engholm, Max H | 2079429949 | 7/20/2020 | | Random UA & ETG Hair Test at PTIP's request | 1/20/2021 |
| Feagins, Eric M | 2079420326 | 10/8/2019 | | DP 1st 60 Days, Random UA & ETG Hair Test at PTIP's request. | 1/8/2021 |
| Feliciano, Joshua S | 2079433066 | 10/13/2020 | | DP 1st 30 days, Random UA & ETG Hair Test at PTIP's request | 4/13/2021 |
| Galvan, Kristin B | 2079432126 | 9/16/2020 | | Random UA & ETG Hair Test every 90 Days | 3/16/2021 |
| Garcia, Pablo S | 2079416040 | 6/18/2019 | | Random UA & Random ETG Hair Test per PTIP's request | 6/18/2020 |
| Gonzales, Domitelo A | 2079431739 | 9/4/2020 | | Random ua & ETG Hair Test every 90 Days | 9/1/2022 |
| Gonzalez, Juan A | 2079409099 | 2/19/2019 | | Random UA & Random ETG Hair Test per PTIP's request | 2/19/2021 |
| Guerrero, Anthony | 2079419502 | 9/17/2019 | | DP 1st 30 Days, Random UA & ETG Hair Test at PTIP's request. | 12/17/2020 |
| Head, Dylan T | 2079428550 | 6/23/2020 | | DP 1st 60 days, Random UA's, DP & ETG Hair @ PTIP Request | 9/23/2021 |
| Hadden, Edwin E | 2079429927 | 7/20/2020 | | Random UA & ETG Hair Test at PTIP's request | 4/20/2021 |
| Hefins, Ian K | 2079428805 | 6/15/2020 | Remote Breath | Random UA & Random ETG Hair Test per PTIP's request | 6/15/2021 |
| Hernandez, Yuritz O | 2079415512 | 6/4/2019 | | DP 1st 90 Days, Random UA & ETG Hair Test at PTIP's request. | 6/4/2021 |
| Holloway, Evan D | 2079422253 | 11/26/2019 | | Random UA & Random ETG Hair Test per PTIP's request | 5/26/2021 |
| Lankford, Canon R | 2079432375 | 9/23/2020 | | Random UA & Drug Hair Test at PTIP's request | 9/23/2021 |
| Lara-Zamudio, Kevin | 2079426282 | 3/16/2020 | | Random UA & Random ETG Hair Test per PTIP's request | 3/16/2022 |
| Lemons, Bobby D | 2079412517 | 3/13/2019 | | Random UA & ETG Hair Test at PTIP's request. | 3/13/2021 |
| Matthews, Christian K | 2079426037 | 3/9/2020 | | Random UA & ETG Hair Test at PTIP's request. | 12/9/2020 |
| Oakley, Naomi R | 2079421934 | 11/18/2019 | 52/52 | Random UA & Random ETG Hair Test per PTIP's request | 11/18/2021 |
| Plog, Leonard H | 2079421085 | 10/29/2019 | | DP 1st 30 Days, Random UA & ETG Hair Test at PTIP's request. | 10/29/2020 |
| Prether, Micah G | 2079426042 | 6/10/2020 | | DP 1st 60 days, Random UA's, DP & ETG Hair @ PTIP Request | 9/10/2021 |
| Reeves, Carle A | 2079430719 | 8/10/2020 | | Random UA & ETG Hair Test at PTIP's request | 5/10/2021 |
| Reveles, Justin | 2079428636 | 6/10/2020 | | Random UA & Random ETG Hair Test per PTIP's request | 12/10/2020 |
| Rojas, Brenda G | 2079424913 | 2/11/2020 | | Random UA & ETG Hair Test at PTIP's request | 11/11/2020 |
| Salas, Don A | 2079432580 | 9/30/2020 | Scram Cam | Random UA & ETG Hair Test at PTIP's request | 3/29/2021 |
| Shoukietovich, Brittan J | 2079426503 | 3/23/2020 | | Random UA & ETG Hair Test at PTIP's request. | 3/23/2021 |
| Spigener, Jenna M | 2079405884 | 9/11/2018 | | DP 1st 60 days Random UA's, ETG Hair or DP PTIP Request | 9/19/2020 |
| Sword, Joseph T | 2079426050 | 3/9/2020 | | Random UA & ETG Hair Test every 90 Days | 12/9/2020 |
| Toussaint, Erastysyania M | 2079430534 | 6/5/2020 | | Random UA & ETG Hair Test at PTIP's request | 2/5/2021 |
| Watson, Matthew T | 2079416072 | 6/19/2019 | 52/52 | Random UA & Random ETG Hair Test per PTIP's request | 6/19/2021 |
| Zachary, Robert | 2079414595 | 5/8/2019 | | DP 1st 90 Days, Random UA & ETG Hair Test at PTIP's request. | 5/8/2021 |

| Hair Testing Client's | |
|-----------------------|----|
| Total Client's | 41 |

UA Client's

| Client | Client ID | Enrollment Date | | Extra | Removal Date |
|-----------------------|------------|-----------------|---------------|---|--------------|
| Abel, Matthew E | 2079423083 | 3/17/2020 | | DP 1st 90 days, Random UA & DP at PTIP Request | 6/17/2021 |
| Agullar, Andrew A | 2079426032 | 3/9/2020 | | DP 1st 30 Days, Random UA & DP/ETG Hair Test at PTIP's request. | 3/9/2021 |
| Anderson, Joel M | 2079425483 | 2/25/2020 | | Random UA | 2/25/2021 |
| Ayler, Joseph L | 2079417546 | 7/29/2019 | Remote Breath | Random UA | 10/29/2020 |
| Azar, Richard N | 2079417362 | 7/23/2019 | | DP 1st 30 days & Random UA | 7/23/2021 |
| Balderras, Adrianna | 2079429294 | 7/1/2020 | | DP 1st 30 days, Random UA & DP @ PTIP Request | 7/1/2021 |
| Balogun, Lookman A | 2079418664 | 7/8/2019 | | Random UA | 7/8/2021 |
| Banks, David A | 2079429698 | 7/13/2020 | | Random UA | 4/13/2021 |
| Barnes, Morris | 2079431098 | 8/18/2020 | | Random UA | 5/18/2021 |
| Been, Ronald | 2079424870 | 2/10/2020 | | Random UA | 2/10/2021 |
| Beare, Blake D | 2079416261 | 6/25/2019 | | DP 1st 30 days-Random UA/DP | 6/25/2021 |
| Been, Cameron M | 2079415822 | 6/11/2019 | | Random UA | 6/11/2021 |
| Beyer, Mary A | 2079431559 | 8/31/2020 | Remote Breath | Random UA | 8/31/2021 |
| Bilberry, Gregory A | 2079408206 | 12/17/2018 | | Random UA & Random ETG Hair Test per PTIP's request | 12/17/2020 |
| Biscomb, Gillan M | 2079433050 | 10/12/2020 | | Random UA & ETG Hair Test at PTIP's request | 1/12/2021 |
| Bond, Lola Z | 2079412475 | 3/12/2019 | | Random UA & DP & ETG Hair Test at PTIP's request. | 3/12/2021 |
| Brackieck, John C | 2079425188 | 2/18/2020 | Scram Cam | Random UA & ETG Hair Test at PTIP's request. | 11/18/2020 |
| Brenn, Aaron D | 2079426331 | 3/17/2020 | | Random UA & ETG Hair Test at PTIP's request. | 3/17/2021 |
| Brooks, Terri A | 2079423636 | 1/7/2020 | | Random UA | 1/7/2022 |
| Buenrostro, Pedro A | 2079432313 | 9/23/2020 | Remote Breath | Random UA & ETG Hair Test at PTIP's request | 3/22/2021 |
| Burkman, James E | 2079432028 | 9/14/2020 | | Random UA | 6/14/2021 |
| Burns, Layla K | 2079431882 | 9/9/2020 | | Random UA | 3/9/2021 |
| Campbell, Dustin S | 2079424983 | 2/11/2020 | | Random UA | 2/12/2021 |
| Carr, Garrica G | 2079431607 | 9/1/2020 | | Random UA | 3/1/2021 |
| Chambers, T'Ron L | 2079432698 | 10/2/2020 | | Random UA & ETG Hair Test at PTIP's request | 4/2/2021 |
| Chavez, Benjamin M | 2079417074 | 7/17/2019 | Remote Breath | Random UA | 10/17/2020 |
| Conner, Demarcus | 2079430286 | 7/29/2020 | | Random UA & ETG Hair Test at PTIP's request. | 4/28/2021 |
| Contreras, Samantha R | 2079410010 | 1/9/2019 | | Random UA | 1/9/2021 |
| Craig, Randy A | 2079427176 | 6/6/2020 | | DP 1st 30 days & Random UA | 9/8/2021 |
| Dark, Foy | 2079416704 | 7/9/2019 | | Random UA & Random ETG Hair Test per PTIP's request | 7/9/2021 |
| Davis, Arianna T | 2079429780 | 7/15/2020 | | Random UA & ETG Hair Test at PTIP's request | 4/15/2021 |
| Denton, Jack R | 2079425147 | 2/17/2020 | | Random UA & ETG Hair Test at PTIP's request. | 11/17/2020 |
| Dunn, Brandon | 2079409423 | 12/18/2018 | 52/52 | Random UA | 12/18/2020 |
| Eccord, Brandon S | 2079428832 | 6/16/2020 | | Random UA | 3/16/2021 |
| Engholm, Max H | 2079429949 | 7/20/2020 | | Random UA & ETG Hair Test at PTIP's request | 1/20/2021 |
| Ewing, Amanda I | 2079409165 | 12/11/2018 | | Random UA | 12/11/2020 |
| Feagins, Eric M | 2079420326 | 10/8/2019 | | DP 1st 60 Days, Random UA & ETG Hair Test at PTIP's request. | 1/8/2021 |
| Feliciano, Joshua S | 2079433066 | 10/13/2020 | | DP 1st 30 days, Random UA & ETG Hair Test at PTIP's request | 4/13/2021 |
| Ferguson, David W | 2079429990 | 7/21/2020 | | Random UA | 4/21/2021 |
| Finley, Carle M | 2079431805 | 9/8/2020 | | Random UA | 9/8/2021 |
| Franco, Natasha E | 2079429790 | 7/15/2020 | | Random UA | 7/15/2022 |
| Frewin, Ian N | 2079421037 | 10/28/2019 | 52/52 | Random UA | 1/28/2021 |
| Gallegos, Ariel | 2079421369 | 11/4/2019 | | DP 1st 30 Days, Random UA & DP | 5/4/2021 |

| UA Client's | |
|----------------|-----|
| Total Client's | 134 |

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|---------------------------|------------|------------|---------------|--|------------|
| Galen, Kristin B | 2079432126 | 9/16/2020 | | Random UA & ETG Hair Test every 90 Days | 3/16/2021 |
| Garcia, Pablo S | 2079416040 | 6/18/2019 | | Random UA & Random ETG Hair Test per PTIP's request | 12/18/2020 |
| Garrett, Guertinger K | 2079415556 | 6/5/2019 | | DP 1st 60 days- Random UA/DP | 6/5/2021 |
| Girard, Ashley L | 2079427877 | 6/15/2020 | | Random UA | 6/15/2021 |
| Gonzales, Domitelo A | 2079431739 | 9/4/2020 | | Random ua & ETG Hair Test every 90 Days | 9/1/2022 |
| Gonzalez, Juan A | 2079409099 | 2/19/2019 | | Random UA & Random ETG Hair Test per PTIP's request | 2/19/2021 |
| Gonzalez, Rosaura G | 2079432813 | 10/6/2020 | Remote Breath | Random UA & ETG Hair Test at PTIP's request | 4/6/2021 |
| Grant, Gilbert J | 2079428173 | 6/15/2020 | | Dp first 30 days, Random UA's & DP's | 6/15/2021 |
| Grawes, Hollie M | 2079417974 | 8/9/2019 | 52/52 | Random UA | 2/9/2021 |
| Guerra, Marissa D | 2079416713 | 6/16/2020 | | Random UA & DP @ PTIP Request | 8/14/2021 |
| Guerrero, Anthony | 2079419502 | 9/17/2019 | | DP 1st 30 Days, Random UA & ETG Hair Test at PTIP's request. | 12/17/2020 |
| Guilierrez, Marissa M | 2079432566 | 9/29/2020 | | DP 1st 30 days. Random UA & DP @ PTIP Request | 9/29/2021 |
| Gutierrez, Abelardo | 2079428793 | 6/15/2020 | Scram Cam | Random UA | 6/15/2021 |
| Hanna, SI A | 2079427336 | 6/17/2020 | Remote Breath | DP 1st 30 days. Random UA & DP @ PTIP Request | 6/17/2022 |
| Harp, Brendan H | 2079432074 | 9/15/2020 | 52/52 | Random UA | 9/15/2021 |
| Head, Dylan T | 2079428550 | 6/23/2020 | | DP 1st 60 days, Random UA's, DP & ETG Hair @ PTIP Request | 9/23/2021 |
| Headen, Edwin E | 2079429927 | 7/20/2020 | | Random UA & ETG Hair Test at PTIP's request | 4/20/2021 |
| Helms, Ian K | 2079428805 | 6/15/2020 | Remote Breath | Random UA & Random ETG Hair Test per PTIP's request | 6/15/2021 |
| Helmke, Autumn L | 2079432130 | 9/16/2020 | 52/52 | Random UA | 12/16/2021 |
| Hernandez, Yuritzio O | 2079415512 | 6/4/2019 | | DP 1st 90 Days, Random UA & ETG Hair Test at PTIP's request. | 6/4/2021 |
| Holloway, Evan D | 2079422253 | 11/26/2019 | | Random UA & Random ETG Hair Test per PTIP's request | 5/26/2021 |
| Huber, Clinton W | 2079416892 | 7/22/2019 | | DP 1st 30 days. Random UA & DP @ PTIP Request | 7/22/2021 |
| Hurst, Koken A | 2079413218 | 4/1/2019 | | Random UA | 4/1/2021 |
| Hutchison, Sharna M | 2079424977 | 2/12/2020 | 52/52 | Random UA | 2/12/2022 |
| Johnson, Ashley M | 2079422805 | 12/10/2019 | | Random UA | 12/10/2020 |
| Johnston, John P | 2079432734 | 10/5/2020 | Remote Breath | Random UA & ETG Hair Test at PTIP's request | 4/5/2021 |
| Jones, Christopher E | 2079409648 | 12/26/2018 | | Random UA | 12/26/2020 |
| Karanja Esther, W | 2079413018 | 3/26/2019 | | Random UA | 3/26/2021 |
| King, John L | 2079429715 | 7/13/2020 | | Random UA | 4/13/2021 |
| Langford, Canon R | 2079432375 | 9/23/2020 | | Random UA & Drug Hair Test at PTIP's request | 9/23/2021 |
| Lara-Zemudio, Kevin | 2079426282 | 3/16/2020 | | Random UA & Random ETG Hair Test per PTIP's request | 3/16/2022 |
| Lemons, Bobby D | 2079412517 | 3/13/2019 | | Random UA & ETG Hair Test at PTIP's request. | 3/13/2021 |
| Lopez, Wily A | 2079417291 | 7/22/2019 | | Random UA | 7/22/2021 |
| Marguerit, Willie R | 2079424443 | 12/3/2019 | 52/52 | Random UA | 12/3/2020 |
| Martinez, John J | 2079429521 | 7/7/2020 | | Random UA | 1/7/2021 |
| Mathews, Christian K | 2079426037 | 9/9/2020 | | Random UA & ETG Hair Test at PTIP's request. | 12/9/2020 |
| McDonald, Brittany L | 2079428523 | 6/4/2020 | | Random UA | 12/8/2020 |
| McGraw, Stacie I | 2079421702 | 11/12/2019 | | Random UA | 11/12/2021 |
| Medline-Medrano, Aram | 2079429314 | 6/29/2020 | Remote Breath | Random UA | 12/29/2020 |
| Merrill, Joshua M | 2079428625 | 6/10/2020 | | DP 1st 60 days. Random UA & DP @ PTIP Request | 6/10/2022 |
| Minnitt, Hardee L | 2079419776 | 9/25/2019 | | Random UA | 12/25/2020 |
| Munoz, Bryan A | 2079428845 | 6/16/2020 | | DP 1st 60 days. Random UA & DP @ PTIP Request | 12/16/2021 |
| Najera, Ivett N | 2079421374 | 1/4/2019 | 52/52 | Random UA | 2/4/2021 |
| Newman, Xavier J | 2079431820 | 9/8/2020 | | Random UA | 9/8/2021 |
| Oakley, Naomi R | 2079421934 | 11/18/2019 | 52/52 | Random UA & Random ETG Hair Test per PTIP's request | 11/18/2021 |
| Ortiz, David L | 2079417544 | 7/29/2019 | | Random UA | 1/29/2021 |
| Parham, Austie M | 2079422761 | 12/9/2019 | | Random UA | 6/9/2021 |
| Plog, Leonard H | 2079421085 | 10/29/2019 | | DP 1st 30 Days, Random UA & ETG Hair Test at PTIP's request. | 10/29/2020 |
| Poff, Austin A | 2079425409 | 3/23/2020 | | DP 1st 60 days. Random UA & DP @ PTIP Request | 6/23/2021 |
| Powell, Darlen D | 2079419789 | 9/25/2019 | | Random UA | 9/26/2020 |
| Prather, Micah G | 2079426042 | 6/10/2020 | | DP 1st 60 days, Random UA's, DP & ETG Hair @ PTIP Request | 9/10/2021 |
| Ramirez, Desiree L | 2079418975 | 9/4/2019 | | Random UA | 3/4/2021 |
| Randall, Allison J | 2079422016 | 11/20/2019 | 52/52 | Random UA | 5/20/2021 |
| Redding, Jeffery W | 2079423274 | 10/5/2020 | Remote Breath | Random UA | 4/5/2021 |
| Reeves, Carle A | 2079430719 | 8/10/2020 | | Random UA & ETG Hair Test at PTIP's request | 5/10/2021 |
| Reverie, Justin | 2079428636 | 6/10/2020 | | Random UA & Random ETG Hair Test per PTIP's request | 12/10/2020 |
| Rios, Jonathan R | 2079430190 | 7/27/2020 | 52/52 | Random UA | 10/27/2021 |
| Rippen, Sarah N | 2079432268 | 9/21/2020 | Remote Breath | Random UA | 3/1/2021 |
| Rivera, Frances M | 2079411876 | 2/16/2019 | | Random UA | 2/26/2021 |
| Rodarte, Martha P | 2079425163 | 2/17/2020 | | Random UA | 5/17/2021 |
| Rojas, Brenda G | 2079424935 | 2/11/2020 | | Random UA & ETG Hair Test at PTIP's request | 11/11/2020 |
| Royal, Jennifer G | 2079409978 | 1/8/2019 | | Random UA | 1/8/2021 |
| Salas, Don A | 2079432580 | 9/30/2020 | Scram Cam | Random UA & ETG Hair Test at PTIP's request | 3/29/2021 |
| Sanchez, Amanda L | 2079432874 | 10/7/2020 | | Random UA | 4/7/2021 |
| Saner, Ayaz A | 2079408975 | 12/3/2018 | | Random UA | 12/5/2020 |
| Scharfer, Christopher G | 2079417833 | 8/6/2019 | | Random UA (1-2 x per quarter) | 8/6/2020 |
| Shanks, Alvin G | 2079428896 | 6/17/2020 | | Random UA | 12/17/2020 |
| Shoukietovich, Brittani J | 2079426503 | 3/23/2020 | | Random UA & ETG Hair Test at PTIP's request. | 3/23/2021 |
| Singleton, Matthew G | 2079428536 | 6/8/2020 | | Random UA | 6/8/2021 |
| Solheim, Almee M | 2079430043 | 7/22/2020 | | Random UA | 1/22/2021 |
| Sowder, Jacob H | 2079424280 | 2/4/2020 | | DP 1st 60 days & Random UA | 2/4/2021 |
| Spigener, Johns M | 2079405484 | 9/1/2018 | | DP 1st 60 days Random UA's, ETG Hair or DP PTIP Request | 9/11/2020 |
| Stump, Kristin M | 2079419729 | 9/24/2019 | 52/52 | Random UA | 12/24/2020 |
| Sword, Joseph T | 2079426050 | 3/9/2020 | | Random UA & ETG Hair Test every 90 Days | 12/9/2020 |
| Takata, Larisa L | 2079428639 | 6/10/2020 | | Random UA | 12/10/2020 |
| Thomson, Bradley T | 2079424182 | 1/22/2020 | Scram CAM | Random UA | 7/22/2021 |
| tin, Andrew J | 2079433109 | 10/14/2020 | | Random UA | 1/14/2021 |
| Torres, Marie A | 207943696 | 3/10/2020 | | Random UA | 3/10/2021 |
| Toussaint, Erakesyanya M | 2079430534 | 8/5/2020 | | Random UA & ETG Hair Test at PTIP's request | 2/5/2021 |
| Val Verde, Zecarias C | 2079426511 | 3/23/2020 | | DP 1st 30 days. Random UA & DP @ PTIP Request | 3/23/2021 |
| Vasquez-Olivares, Alfredo | 2079429333 | 6/29/2020 | 52/52 | Random UA | 12/29/2020 |
| Vega, Precious S | 2079409967 | 1/8/2019 | | Random UA | 1/8/2021 |
| Vilaseenor, Stephanie C | 2079430048 | 7/22/2020 | Remote Breath | Random UA | 4/22/2021 |
| Watson, Matthew T | 2079416072 | 6/19/2019 | | Random UA & Random ETG Hair Test per PTIP's request | 6/19/2021 |
| Webb, Kolby J | 2079418742 | 8/28/2019 | 52/52 | Random UA | 11/28/2020 |
| Wilbs, Caleb L | 2079430743 | 8/10/2020 | 52/52 | Random UA | 11/10/2021 |
| Wood, Emily R | 2079411507 | 2/18/2019 | | Random UA | 2/18/2021 |
| Worley, Randall B | 2079411832 | 2/25/2020 | | Random UA | 2/5/2021 |
| Zachary Robert | 2079414595 | 5/8/2019 | | DP 1st 90 Days, Random UA & ETG Hair Test at PTIP's request. | 5/8/2021 |
| Zaworski, Reid A | 2079425416 | 2/24/2020 | 52/52 | Random UA | 5/24/2021 |
| Zogg, Hunter K | 2079411321 | 2/19/2019 | | DP 1st 90 Days, Random UA & ETG Hair Test at PTIP's request. | 2/13/2021 |

Volunteer Clients

Remote Breath

| Name | Client ID | Enrollment Date |
|--------------------|------------|-----------------|
| Stringer, Arthur C | 2079372656 | 6/8/2020 |
| | | |
| | | |
| | | |

| Remote Breath | |
|----------------|---|
| Total Client's | 1 |

SCRAM CAM

| Name | Client ID | Enrollment Date |
|------|-----------|-----------------|
| | | |
| | | |
| | | |
| | | |

| SCRAM CAM | |
|----------------|---|
| Total Client's | 0 |

Drug Patch

| Name | Client ID | Enrollment Date |
|------|-----------|-----------------|
| | | |
| | | |
| | | |
| | | |

| Drug Patch | |
|----------------|---|
| Total Client's | 0 |

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: OCT 20 2020

By Myrcetez Gowan-Perkins,
Deputy

The Court went back to Item H. 1. Authorization of Industrial Business Grant Agreement with Advanced Rail Systems, LLC.

ORDER APPROVING:

**AUTHORIZATION OF INDUSTRIAL BUSINESS GRANT
AGREEMENT WITH ADVANCED RAIL
SYSTEMS, LLC**

On this the 20 day of October, 2020, came on for consideration the matter of Authorization of Industrial Business Grant Agreement with Advanced Rail Systems, LLC. After discussion, Commissioner Snell made a motion to approve and it was seconded simultaneously by Commissioner Perry and Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, 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 back to Item E. 6. c. County Auditor: Recording of Monthly Financial Report, October 2019 - August 2020.

ORDER DEFERRING:

**RECORDING OF MONTHLY FINANCIAL REPORT,
OCTOBER 2019 - AUGUST 2020:**

COUNTY AUDITOR:

On this the 20 day of October, 2020, came on for consideration the matter of County Auditor: Recording of Monthly Financial Report, October 2019 - August 2020. After discussion, Commissioner Perry made a motion to defer and it was seconded by Judge Felton. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Report be, and the same is hereby, deferred by unanimous vote.

The Court went to Item N. 6. Greater Waco Chamber of Commerce: Monthly Economic Development Report, September 2020.

ORDER ACCEPTING:

**MONTHLY ECONOMIC DEVELOPMENT
REPORT, SEPTEMBER 2020**

GREATER WACO CHAMBER OF COMMERCE

On this the 20 day of October, 2020, came on for consideration the matter of Greater Waco Chamber of Commerce: Monthly Economic Development Report, September 2020. After discussion, Commissioner Snell made a motion to approve and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Report be, and the same is hereby, accepted by unanimous vote.



October 14, 2020

Judge Scott Felton
County Judge
McLennan County
Waco, Texas

Re: Monthly Economic Development Report
September

Dear Judge Felton:

We are attaching a copy of the Chamber's September 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: Patricia Chisolm-Miller
Will Jones
Ben Perry
Kelly Snell

ACCEPTED BY COMMISSIONERS COURT
THIS 20 DAY OF Oct 2020 *For RECORDING*

COUNTY JUDGE

Economic Development
Business Attraction and Expansion Report
Report for 9/1/2020 through 9/30/2020

| Announced/Completed Projects Year-to-Date | | | | | |
|---|-----------------------|-------------|-------------|------------|------------------|
| Company | Industry | Announced | Employment | Sq.Ft. | Investment (Mil) |
| Holt Inc. | Manufacturing | Jan-20 | 128 | 200,000 | \$32.00 |
| SpaceX | Aerospace | Jun-20 | - | - | \$10.00 |
| Aspen Custom Trailers | Manufacturing | Jul-20 | 70 | 58,000 | \$11.23 |
| Ryonet | Manufacturing | Aug-20 | 10 | 35,000 | \$0.25 |
| Laminate Technologies | Manufacturing | Aug-20 | 40 | 50,000 | \$4.00 |
| Tractor Supply | Distribution | Aug-20 | - | - | \$9.00 |
| Texas Meter & Device | Professional Services | Sep-20 | - | 50,000 | \$4.50 |
| TOTAL | | | 248 | 393,000 | \$70.98 |
| GOAL | | | 500 | 500,000 | \$80.00 |
| % of GOAL | | | 60% | 78% | 89% |
| Recent Activity: Past 30 Days | | | | | |
| Metric | Count | YTD Total | Annual Goal | % of Goal | |
| Attraction Inquiries (Leads) | 14 | 78 | 155 | 50% | |
| Proposals Responses Submitted | 8 | 54 | 120 | 45% | |
| On-site Attraction Visits Completed | 12 | 78 | 60 | 130% | |
| Business Retention Visits Conducted | 5 | 44 | 100 | 44% | |
| Business Assistance Requests Completed | 8 | 123 | 130 | 95% | |
| Marketing and Tradeshow Events Attended: | 0 | 15 | 50 | 30% | |
| New Active Projects (Past 30 Days) | | | | | |
| Project Name | Industry | Active Date | Employment | Sq.Ft. | Investment (Mil) |
| Greyhound | Manufacturing | Dec-16 | 69 | 23,250 | \$2.70 |
| Sound | Prof. Service | Sep-20 | 15 | 6,000 | TBD |
| Honeycomb | Manufacturing | Sep-20 | 30 | 23,000 | TBD |
| Jonah | Manufacturing | Sep-20 | 100 | | \$15.00 |
| TOTAL | | | 214 | 52,250 | \$17.70 |
| Current Active Attraction Projects | | | | | |
| Project Name | Industry | Active Date | Employment | Sq.Ft. | Investment (Mil) |
| Project Link | Manufacturing | May-16 | 15 | 25,000 | \$3.00 |
| Project Rodeo Tower | Manufacturing | Aug-18 | 180 | 650,000 | \$185.00 |
| Project Mark Squared | Distribution | Sep-18 | 1,000 | 1,100,000 | \$65.00 |
| Project Nitro | Manufacturing | Mar-19 | 10 | 50,000 | \$5.00 |
| Project Scout 2019 | Manufacturing | May-19 | 1,950 | 2,100,000 | \$575.00 |
| Project Western | Manufacturing | May-19 | 37 | 40,000 | \$3.00 |
| Project Bronco | Manufacturing | Oct-19 | 42 | 15,000 | \$2.30 |
| Project Snow Leopard | Manufacturing | Nov-19 | 50 | 36,000 | \$2.40 |
| Project Calcite Mineral | Manufacturing | Jan-20 | 50 | 140,000 | \$34.00 |
| Project Glam | Manufacturing | Jan-20 | 45 | 20,000 | \$1.75 |
| Project Diana | Distribution | Feb-20 | 1,000 | 2,000,000 | \$250.00 |
| Project Rocket | Distribution | Feb-20 | 1,000 | 1,000,000 | \$150.00 |
| Project Cool Breeze | Manufacturing | Feb-20 | 200 | 300,000 | \$30.00 |
| Project Yellow | Manufacturing | May-20 | 200 | 300,000 | \$30.00 |
| Project Spin | Distribution | Jun-20 | 50 | 200,000 | \$10.00 |
| Project Chase | Distribution | Jul-20 | 575 | 1,500,000 | \$175.00 |
| Project Sundance | Manufacturing | Aug-20 | 425 | 400,000 | \$211.50 |
| TOTAL | | | 6,604 | 9,678,000 | \$1,533 |
| Current Active Expansion Projects | | | | | |
| Project Name | Industry | Active Date | Employment | Sq.Ft. | Investment (Mil) |
| Project Grille | Manufacturing | Sep-14 | 0 | 60,000 | \$0.75 |
| Project Hydro | Distribution | Mar-18 | 7 | 20,000 | \$1.80 |
| Project Luxury | Manufacturing | Oct-11 | TBD | 60,000 | TBD |
| Project Build | Aerospace | Jan-12 | 1,000 | - | \$50.00 |
| Project Diez | Distribution | Apr-12 | 0 | 120,000 | TBD |
| **Project Lift | Aerospace | Apr-12 | 576 | 90,000 | \$15.00 |
| Project Once | Distribution | Sep-12 | 60 | 200,000 | \$70.00 |
| Project Ones | Manufacturing | Mar-13 | 25 | 22,500 | \$1.30 |
| Project Shell | Manufacturing | Sep-14 | TBD | 120,000 | \$18.00 |
| **Project Orchard | Manufacturing | Mar-17 | 65 | - | \$70.00 |
| Project Circumstance | Prof. Service | Jun-17 | 200 | 120,000 | TBD |
| Project Palm | Manufacturing | Nov-18 | 80 | 50,000 | \$8.00 |
| Project Roast | Manufacturing | Apr-20 | 20 | 70,000 | \$7.50 |
| TOTAL | | | 2,033 | 932,500 | \$242.35 |
| GRAND TOTAL (all active projects) | | | 9,062 | 11,068,500 | \$1,991.80 |
| Closed Projects (Past 30 Days) | | | | | |
| Project Name | Industry | Closed Date | Employment | Sq.Ft. | Investment (Mil) |
| Project Vision | Manufacturing | Jul-18 | TBD | 30,000 | TBD |

GREATER WACO CHAMBER OF COMMERCE
ECONOMIC DEVELOPMENT COMMITTEE
SUPPLEMENTAL SCHEDULES - STATEMENTS OF OPERATIONS
FOR THE MONTH ENDED SEPTEMBER 30, 2020 & 2019

| | 2020 | | | | 2019 | | |
|--|------------------|---------------|-----------------|-----------------|----------------|-----------------|-----------------|
| | Total Budget | Revenues | Expenses | Net | Revenues | Expenses | Net |
| OTHER REVENUE | | | | | | | |
| McLennan County | 165,000 | - | - | - | - | - | - |
| Waco Industrial Foundation | 130,000 | - | - | - | - | - | - |
| Baylor University | 25,000 | - | - | - | - | - | - |
| City of Waco | 165,000 | 13,750 | - | 13,750 | - | - | - |
| Interest Income | - | - | - | - | 5 | - | 5 |
| Other | - | - | - | - | - | - | - |
| TOTAL REVENUE | 485,000 | 13,750 | - | 13,750 | 5 | - | 5 |
| PROGRAM REVENUE (EXPENSE) | | | | | | | |
| PROSPECT DEVELOPMENT | | | | | | | |
| Foreign Trade Zone | (495) | - | - | - | - | - | - |
| Conference Regis. & Travel | (24,750) | - | - | - | - | (4,234) | (4,234) |
| Industry Meetings & Travel | (7,500) | - | - | - | - | (1,130) | (1,130) |
| Target Ind. Trade Shows & Travel | (11,850) | - | - | - | - | - | - |
| Prospect Develop. & Travel | (24,439) | - | (206) | (206) | - | (174) | (174) |
| Regional Prospect Development | (7,712) | - | - | - | - | (245) | (245) |
| Team Texas Marketing | (7,920) | - | - | - | - | (470) | (470) |
| Texas One | (12,870) | - | - | - | - | - | - |
| European American Investment Council | (17,820) | - | - | - | - | (282) | (282) |
| Headquarters Visit | (2,475) | - | - | - | - | - | - |
| Other | - | - | - | - | - | - | - |
| TOTAL PROSPECT DEVELOPMENT | (117,831) | - | (206) | (206) | - | (6,535) | (6,535) |
| RESEARCH & MARKETING | | | | | | | |
| Marketing | (81,000) | - | (460) | (460) | - | (2,689) | (2,689) |
| Technology Upgrade | (6,810) | 1,031 | - | 1,031 | 667 | - | 667 |
| Research Materials | (13,350) | - | - | - | - | (2,200) | (2,200) |
| TOTAL RESEARCH & MARKETING | (101,160) | 1,031 | (460) | 571 | 667 | (4,889) | (4,222) |
| PROGRAMS | | | | | | | |
| Area Industry Managers | 20 | - | - | - | - | (545) | (545) |
| Hour Economy | 6,475 | 1,050 | - | 1,050 | (2,175) | (19) | (2,194) |
| Business Retention/Ind Appreciation | (15,464) | - | - | - | - | (34) | (34) |
| Supply Chain | - | - | - | - | 1,000 | - | 1,000 |
| Aviation/Aerospace Alliance | (180) | 155 | - | 155 | - | (3,522) | (3,522) |
| Freedom Ball | 42,565 | - | - | - | - | - | - |
| Aviation Alliance Scholarship Fund | - | 125 | - | 125 | - | - | - |
| Urban Development | - | - | - | - | - | - | - |
| Technology Briefings | 4,928 | - | - | - | - | (662) | (662) |
| Advanced Manufacturing Alliance | (1,980) | - | - | - | - | - | - |
| Committee Operations | (990) | - | - | - | - | - | - |
| CEO's for Cities | - | - | - | - | - | - | - |
| TOTAL PROGRAMS | 35,374 | 1,330 | - | 1,330 | (1,175) | (4,781) | (5,956) |
| LEADERSHIP DEVELOPMENT | | | | | | | |
| Leadership Waco - Class | 28,428 | - | (2,539) | (2,539) | 6,250 | (924) | 5,326 |
| Teen Leadership | 21,845 | 1,475 | - | 1,475 | 1,250 | (2,476) | (1,226) |
| Young Professionals | 11,664 | 789 | - | 789 | 2,935 | (1,635) | 1,300 |
| TOTAL LEADERSHIP DEVELOPMENT | 61,937 | 2,264 | (2,539) | (275) | 10,435 | (5,034) | 5,401 |
| WORKFORCE & EDUCATION | | | | | | | |
| Talent Development | (5,940) | - | - | - | - | - | - |
| Workforce Dev. / Internship | (5,445) | - | - | - | - | (843) | (843) |
| Leadership in Education & Dev. | 38,062 | 5,000 | (3,900) | 1,100 | 7,000 | (4,838) | 2,162 |
| CampusTown Connect | 3,580 | - | - | - | - | (271) | (271) |
| WacoTXJobs.com | 5,812 | - | - | - | - | - | - |
| Find Your Waco | 13,370 | - | - | - | - | - | - |
| TOTAL WORKFORCE & EDUCATION | 49,439 | 5,000 | (3,900) | 1,100 | 7,000 | (5,952) | 1,048 |
| TOTAL PROGRAM REVENUE (EXPENSE) | (72,241) | 9,625 | (7,104) | 2,521 | 16,927 | (27,192) | (10,265) |
| REVENUE (EXPENSE) BEFORE EXPENSES | 412,759 | 23,375 | (7,104) | 16,271 | 16,932 | (27,192) | (10,260) |
| OPERATING EXPENSES | (138,815) | - | (5,571) | (5,571) | - | (8,598) | (8,598) |
| ADMINISTRATIVE EXPENSES | (655,796) | - | (45,635) | (45,635) | - | (42,849) | (42,849) |
| NET REVENUE (EXPENSE) | (381,852) | 23,375 | (58,310) | (34,935) | 16,932 | (78,639) | (61,708) |

GREATER WACO CHAMBER OF COMMERCE
ECONOMIC DEVELOPMENT COMMITTEE
SUPPLEMENTAL SCHEDULES - STATEMENTS OF OPERATIONS
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2020 & 2019

| | 2020 | | | | 2019 | | |
|--|------------------|----------------|------------------|------------------|----------------|------------------|------------------|
| | Total Budget | Revenues | Expenses | Net | Revenues | Expenses | Net |
| OTHER REVENUE | | | | | | | |
| McLennan County | 165,000 | 165,000 | - | 165,000 | 165,000 | - | 165,000 |
| Waco Industrial Foundation | 130,000 | 97,500 | - | 97,500 | 97,500 | - | 97,500 |
| Baylor University | 25,000 | 25,000 | - | 25,000 | 25,000 | - | 25,000 |
| City of Waco | 165,000 | 96,250 | - | 96,250 | 96,250 | - | 96,250 |
| Interest Income | - | 93 | - | 93 | 43 | - | 43 |
| Other | - | - | - | - | 205 | - | 205 |
| TOTAL REVENUE | 485,000 | 383,843 | - | 383,843 | 383,998 | - | 383,998 |
| PROGRAM REVENUE (EXPENSE) | | | | | | | |
| PROSPECT DEVELOPMENT | | | | | | | |
| Foreign Trade Zone | (495) | 3,750 | - | 3,750 | 22,500 | - | 22,500 |
| Conference Regis. & Travel | (24,750) | - | (2,115) | (2,115) | - | (22,269) | (22,269) |
| Industry Meetings & Travel | (7,500) | - | (1,453) | (1,453) | - | (6,083) | (6,083) |
| Target Ind. Trade Shows & Travel | (11,850) | 1,810 | (8,118) | (6,308) | - | (3,845) | (3,845) |
| Prospect Develop. & Travel | (24,439) | 7,725 | (13,458) | (5,733) | 6,250 | (18,061) | (11,811) |
| Regional Prospect Development | (7,712) | - | (40) | (40) | - | (4,011) | (4,011) |
| Team Texas Marketing | (7,920) | - | (6,019) | (6,019) | - | (5,418) | (5,418) |
| Texas One | (12,870) | - | - | - | - | (5,037) | (5,037) |
| European American Investment Council | (17,820) | - | (2,500) | (2,500) | - | (13,127) | (13,127) |
| Headquarters Visit | (2,475) | - | - | - | - | - | - |
| Other | - | - | - | - | - | - | - |
| TOTAL PROSPECT DEVELOPMENT | (117,831) | 13,285 | (33,703) | (20,418) | 28,750 | (77,851) | (49,101) |
| RESEARCH & MARKETING | | | | | | | |
| Marketing | (81,000) | 1,500 | (17,228) | (15,728) | 2,500 | (55,268) | (52,768) |
| Technology Upgrade | (6,810) | 8,907 | (19,570) | (10,663) | 13,999 | (21,567) | (7,568) |
| Research Materials | (13,350) | 1,500 | (6,789) | (5,289) | - | (6,350) | (6,350) |
| TOTAL RESEARCH & MARKETING | (101,160) | 11,907 | (43,587) | (31,680) | 16,499 | (83,185) | (66,686) |
| PROGRAMS | | | | | | | |
| Area Industry Managers | 20 | 1,000 | (272) | 728 | 1,000 | (956) | 44 |
| Hour Economy | 6,475 | 2,745 | (942) | 1,803 | 5,870 | (982) | 4,888 |
| Business Retention/Ind Appreciation | (15,464) | - | (251) | (251) | - | (3,364) | (3,364) |
| Supply Chain | - | - | - | - | 1,000 | - | 1,000 |
| Aviation/Aerospace Alliance | (180) | 1,335 | (40) | 1,295 | 1,350 | (4,158) | (2,808) |
| Freedom Ball | 42,565 | 108,055 | (59,440) | 48,615 | 96,590 | (58,992) | 37,598 |
| Aviation Alliance Scholarship Fund | - | 2,930 | (13,500) | (10,570) | 10,844 | (14,500) | (3,656) |
| Urban Development | - | 1,000 | - | 1,000 | 1,000 | (182) | 818 |
| Technology Briefings | 4,928 | 3,550 | (722) | 2,828 | 5,575 | (1,723) | 3,852 |
| Advanced Manufacturing Alliance | (1,980) | - | - | - | - | - | - |
| Committee Operations | (990) | - | (536) | (536) | - | (671) | (671) |
| CEO's for Cities | - | - | - | - | - | - | - |
| TOTAL PROGRAMS | 35,374 | 120,615 | (75,703) | 44,912 | 123,229 | (85,528) | 37,700 |
| LEADERSHIP DEVELOPMENT | | | | | | | |
| Leadership Waco - Class | 28,428 | 29,150 | (6,849) | 22,301 | 39,325 | (15,258) | 24,067 |
| Teen Leadership | 21,845 | 14,100 | (2,993) | 11,107 | 20,070 | (5,690) | 14,380 |
| Young Professionals | 11,664 | 12,293 | (1,856) | 10,437 | 13,515 | (5,882) | 7,633 |
| TOTAL LEADERSHIP DEVELOPMENT | 61,937 | 55,543 | (11,698) | 43,845 | 72,910 | (26,829) | 46,081 |
| WORKFORCE & EDUCATION | | | | | | | |
| Talent Development | (5,940) | - | (1,338) | (1,338) | - | - | - |
| Workforce Dev. / Internship | (5,445) | 1,000 | (1,136) | (136) | - | (5,237) | (5,237) |
| Leadership in Education & Dev. | 38,062 | 32,000 | (43,804) | (11,804) | 59,463 | (55,398) | 4,065 |
| CampusTown Connect | 3,580 | - | (52) | (52) | 1,250 | (1,219) | 31 |
| WacoTXJobs.com | 5,812 | 1,000 | - | 1,000 | 2,450 | - | 2,450 |
| Find Your Waco | 13,370 | 450 | (40) | 410 | 500 | (51) | 449 |
| TOTAL WORKFORCE & EDUCATION | 49,439 | 34,450 | (46,370) | (11,920) | 63,663 | (61,906) | 1,757 |
| TOTAL PROGRAM REVENUE (EXPENSE) | (72,241) | 235,800 | (211,061) | 24,739 | 305,051 | (335,299) | (30,249) |
| REVENUE (EXPENSE) BEFORE EXPENSES | 412,759 | 619,644 | (211,061) | 408,582 | 689,049 | (335,299) | 353,750 |
| OPERATING EXPENSES | (138,815) | - | (94,087) | (94,087) | - | (99,934) | (99,934) |
| ADMINISTRATIVE EXPENSES | (655,796) | - | (408,900) | (408,900) | - | (410,929) | (410,929) |
| NET REVENUE (EXPENSE) | (381,852) | 619,644 | (714,048) | (94,404) | 689,049 | (846,162) | (157,113) |

GREATER WACO CHAMBER OF COMMERCE
ECONOMIC DEVELOPMENT COMMITTEE
SUPPLEMENTAL SCHEDULES - OPERATING & ADMINISTRATIVE EXPENSES
FOR THE MONTH AND NINE MONTHS ENDED SEPTEMBER 30, 2020 & 2019

| | 2020 | | | 2019 | |
|--------------------------------------|------------------|-----------------|------------------|-----------------|------------------|
| | Total Budget | September | YTD | September | YTD |
| OPERATING EXPENSES | | | | | |
| Automobile | (10,000) | (750) | (6,896) | (768) | (7,122) |
| Bookkeeping and auditing | (14,000) | (250) | (13,157) | (490) | (14,847) |
| Building maintenance & supply | (12,000) | (448) | (6,695) | (219) | (7,871) |
| Depreciation | (6,093) | (488) | (4,392) | (508) | (4,570) |
| Equipment maintenance & supply | (4,000) | (123) | (1,784) | (972) | (3,423) |
| Equipment rental | (11,640) | (612) | (6,023) | (1,015) | (8,194) |
| Insurance | (21,954) | - | (15,507) | - | (14,448) |
| Office supplies | (5,000) | - | (1,291) | (213) | (2,341) |
| Postage | (500) | - | (2,116) | (11) | (310) |
| Printing & stationery | (1,000) | - | (140) | - | (724) |
| Resource materials | - | - | (128) | - | - |
| Telephone/Internet/Cable | (13,004) | (954) | (10,743) | (1,007) | (10,662) |
| Utilities (Elec./Water) | (14,148) | (1,054) | (9,478) | (1,261) | (10,652) |
| Security | (500) | - | - | - | (119) |
| Janitorial | (13,200) | - | (8,550) | (914) | (8,978) |
| Lawn Maintenance | (863) | (144) | (575) | - | (575) |
| Miscellaneous expense | - | - | (10) | - | 587 |
| Technology support | (9,012) | (749) | (6,602) | (1,221) | (5,687) |
| Public Improvement District Taxes | (1,900) | - | - | - | - |
| TOTAL OPERATING EXPENSES | (138,814) | (5,571) | (94,087) | (8,598) | (99,934) |
| ADMINISTRATIVE EXPENSES | | | | | |
| Civic & social organizations | (1,198) | - | - | (545) | (946) |
| Group insurance | (45,910) | (2,614) | (20,691) | (276) | (17,674) |
| Management development | (1,000) | - | (110) | - | (735) |
| Professional affiliations | (3,000) | - | (127) | - | - |
| Professional fees & services | (1,000) | - | (200) | - | - |
| Public relations & goodwill | (1,000) | - | (268) | - | - |
| Entertainment | - | - | - | - | - |
| Bank charges | - | - | (57) | - | - |
| Bank card fees | - | - | - | - | - |
| Wages, P/R taxes & retirement | (602,688) | (43,021) | (387,447) | (42,029) | (385,972) |
| Contract Wages | - | - | - | - | (5,602) |
| TOTAL ADMINISTRATIVE EXPENSES | (655,796) | (45,635) | (408,900) | (42,849) | (410,929) |



Minutes

Board of Directors Meeting

Wednesday, September 9, 2020

Zoom

Call to Order

Chair Mr. Rick Tullis called the meeting to order at 10:00 a.m.

Mr. Tullis discussed the Waco Economic Data timeline.

1) Consent Agenda (Action)

- a) Minutes: Mr. Tullis asked the board to review the minutes of the August 12, 2020 board meeting.
- b) Membership Report: Mr. Tullis asked the board to review the membership report for August, which indicates 8 new member accounts and 5 dropped member accounts. Total of member dollars received through August 2020 is \$502,947 compared to the same time in August 2019 total of \$648,572.
- c) Financial Report: Mr. Tullis asked the board to review the financials through August 2020.

The Consent Agenda was approved by motion from Mr. Hector Sabido/ Ms. Jennifer Manning.

2) Officers Nominating Committee Report

Mr. Tullis informed the board that the office nominating committee will be meeting to choose board members for 2021.

3) CEO Report

Mr. Matt Meadors updated the board on COVID-19 Chamber Cash Flow Projection.

Ms. Nancy Gupton showed the TRC video and updated the board on the 2020 TRC Campaign.

- a) Ms. Kris Collins presented the Economic Development Report. Ms. Collins showed the Welcome to Waco video and shared Waco leading in Texas Manufacturing. There are 11 projects in the pipeline with a potential of 3,634 jobs, filling 6.543 M square feet at a cost \$1,083.8 M.
- b) Ms. Jessica Attas presented the platform for improving childcare and announced the State of Series.

4) Closing Business and Chair's Comment

Mr. Tullis announced Leadership Waco Graduation, Sept. 28 at 8 pm; Tip Off, Oct. 15, noon-1 pm; Allen Samuels Chamber Classic, Oct. 29.

Mr. Tullis adjourned the meeting at 10:57 a.m.

Board of Directors
Oct 14, 2020

| Last Name | First Name | Representing Organization | Attended? |
|-----------|------------|--|-----------|
| Allison | Joel | Baylor University | ✓ |
| Ayres | Josette | Ink & Stitches | ✓ |
| Baldwin | Michael | Oncor | ✓ |
| Bellinger | Keith | Balcones Distilling | |
| Bennett | John | John Erwin Construction | ✓ |
| Bristow | Herbert | Haley & Olson P.C. | |
| Brown | Sam | Extraco Banks | ✓ |
| Chase | George | Insurors of Texas | ✓ |
| Cook | Jason | Baylor University | |
| Crye | Brad | Baylor Scott & White | ✓ |
| Davis | Erlin | Rinbo Properties | ✓ |
| Embry | John | Pioneer Steel & Pipe Co., Inc. | |
| Gerick | Chris | Eagle Systems | |
| Griggs | Jackson | Family Health Center | |
| Groves | Greg | CSMG Solutions, LLC | |
| Haferkamp | Carolyn | Central National Bank | ✓ |
| Hays | Sam | Beard Kultgen Brophy Bostwick & Dickson, LLP | |
| Heins | Michael | H-E-B | |
| Helpert | Keith | K4 Construction | ✓ |
| Hillman | Michael | Visiting Angels | |
| Hobbs | Taylor | Blueprints Lab | ✓ |
| Hookham | Bernadette | RBDR, PLLC | |
| Horner | Mitchell | Independent Bank | |
| Lalani | Kary | Lalani Lodging, Inc. | ✓ |
| Manning | Jennifer | Pattillo, Brown & Hill, L.L.P. | ✓ |
| McMillan | Aaron | 1519 Surveying | |
| McNamee | Doug | Magnolia | ✓ |
| Meadors | Matt | Greater Waco Chamber of Commerce | ✓ |
| Moore | Todd | Alliance Bank | |
| Nicholson | Brian | Intrepid Development Group | |
| Patterson | Phillip | Ascension Providence | ✓ |
| Pechacek | Rachel | First National Bank of Central Texas | ✓ |
| Pick | Andrew | Caterpillar Inc. Waco Distribution Center | |
| Ragan | Angela | IRBT | ✓ |
| Ridley | David | Waco Tours | |
| Robinson | Gordon | Specialty Property, Ltd. | |
| Sabido | Hector | Prophecy Media Group | ✓ |
| Schwartz | Loren | Merrill Lynch | ✓ |
| Sivess | Chuck | American Guaranty Title | ✓ |
| Stevens | Kim | Waco Social | ✓ |
| Teague | Ted | Allen Samuels DCJR | ✓ |
| Tekell | Angela | Tekell & Tekell | ✓ |
| Torgersen | Lisa | Lawns Ltd | |
| Tullis | Rick | Capstone Mechanical | ✓ |
| Wardlaw | Gary | Relationship Clinic of Waco | |

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

FILED: **OCT 20 2020**

By Myrcetez Gowan-Perkins,
Deputy

ORDER RECESSING TO EXECUTIVE SESSION

On this the 20 day of October, 2020, at 11:11 o'clock a. m. the County Judge announced that at this time we will go into Executive Session in accordance with Section 551.087 of the Local Government Code (V.C.T.A.)

ORDER RECONVENING REGULAR SESSION

On this the 20 day of October, 2020, at 11:18 o'clock a.m. the Court reconvened in Regular Session with the County Judge presiding and Commissioners Kelly Snell, Patricia Chisolm-Miller, Will Jones, Ben Perry and the Clerk thereof being in attendance, the following proceedings were had and done to-wit:

The Court went to Item P. 2. a. *Re: the Construction Manager at Risk Agreement with John W. Erwin General Contractor, Inc.*: Authorization of Applications and Certificates for Payment, Agreement Addendums, Design Documents; Acceptance of Reports, Updates, related matters: Virtual Viewing of Venue Project.

Judge Felton left the Commissioner's Court Meeting at 11:21 a.m. Commissioner Perry then presided as County Judge Pro Tem.

ORDER APPROVING:

VIRTUAL VIEWING OF VENUE PROJECT

**RE: THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH JOHN W. ERWIN
GENERAL CONTRACTOR, INC.: AUTHORIZATION OF APPLICATIONS
AND CERTIFICATES FOR PAYMENT, AGREEMENT ADDENDUMS,
DESIGN DOCUMENTS; ACCEPTANCE OF REPORTS,
UPDATES, RELATED MATTERS**

On this the 20 day of October, 2020, came on for consideration the matter *Regarding the Construction Manager at Risk Agreement with John W. Erwin General Contractor, Inc.:* Authorization of Applications and Certificates for Payment, Agreement Addendums, Design Documents; Acceptance of Reports, Updates, related matters: Virtual Viewing of Venue Project. John W. Erwin General Contractor, Inc. Representatives: Mr. Kevin Karr, Mr. Dylan Matthews and Populous Representatives: Mr. Bill Bourne, Mr. Lucas Bergstrom and Mr. John Fickel gave the Court a Virtual Viewing of the Venue Project.

ORDER ADJOURNING REGULAR SESSION

On this the 20 day of October, 2020, at 11:32 o'clock a.m. Judge Pro Tem Perry announced that the meeting of October 20, 2020 is adjourned.

ITEMS DEFERRED, AGENDA, OCTOBER 20, 2020

On this the 20 day of October, 2020, 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 20, 2020, be, and the same are hereby, deferred:

E. Consent Agenda:

- 6. Recording of Educational Certificates; Recording of Department Head Affidavits; Recording of Departmental Reports; Acceptance or Approval of Official Bonds, Conflict Statements, or Other Such Items Required to be Submitted to the Court by Public Officials**

- c. County Auditor: Recording of Monthly Financial Report, October 2019 - August 2020

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

2. Regarding FY 21 Budget:

1. McLennan and Hill Counties Tehuacana Creek Water Improvement District: Discussion and/or Action regarding Funding Request for Baseline Water Quality Study

K. Real Estate, Right of Way, and Easements

1. Discussion and/or Action regarding Property at the End of Red Fish Lane

N. Additional Items for Discussion and Potential Action:

3. Discussion and/or Action regarding Deferring Payroll Tax Obligations

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 20 day of October, 2020.

Attended Via Zoom App.


**Kelly Snell,
Commissioner Precinct 1**

Attended Via Zoom App,

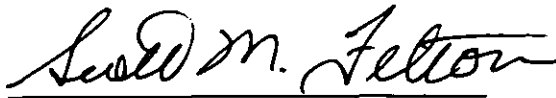
**Patricia Chisolm-Miller,
Commissioner Precinct 2**

Attended Via Zoom App.

**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-Perkins