

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
SEPTEMBER 28TH, 2010
9:30 A.M.

The Commissioner's Court of Williamson County, Texas will meet in regular session in the Commissioner's Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.
2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Unified System.
3. Hear County Auditor concerning invoices, bills, Quick Check Report, and Wire Transfers submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.

(Items 5 – 14)

5. Acknowledge line item transfers of \$100.00 or less completed by the County Auditor during FY 2010.
6. To Discuss and take appropriate action on the approval of a Line Item Transfer for Road & Bridge

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
FROM	0200-0210-003001	Small Eqpt. & Tools	\$2,400.00	
TO	0200-0210-003006	Office Eqpt.	\$2,400.00	

7. Consider approving a line item transfer for Mobile Outreach Team

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0341-004414	Vehicle Insurance	\$470.42	
From	0100-0341-004999	Miscellaneous	14.42	
From	0100-0341-004231	Travel	19.39	
From	0100-0341-003100	Office Supplies	20.15	
From	0100-0341-004541	Vehicle Repairs & Maintenance	41.62	
To	0100-0341-003900	Membership Dues	566.00	

8. Discuss and consider approving a line item transfer for Mobile Outreach Team

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
from	0100-0341-004541	Vehicle Repairs & Maintenance	101.14	
to	187P-187A-1	Personnel	101.14	

9. Please discuss and consider approving a line item transfer for JP 4.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0454.004130	Court Appointed Attorney	\$500.00	
From	0100.0454.004350	Printed Materials & Binding	\$65.05	
From	0100.0454.004999	Miscellaneous	\$134.95	
To	0100.0454.003901	Publications/Books/Periodicals	\$591.48	
From	0100.0454.004505	Software Maintenance	\$5000.00	
To	0100.0454.004190	Autopsies	\$5000.00	

10. Request authorization to release the following equipment:
CycleVision MVD-FBDVS-CV serial numbers FB008008,
FB011573, FB014394 and FB014395 to L3 Communications to
receive a rebate on the purchase of new equipment.
11. Consider and take appropriate action on authorizing the transfer of
various items through inter-office transfer to County departments
and/or auction/donation/destruction. (Complete list filed with official
minutes)
12. Consider approving Property Tax Refunds - Over \$2,500 for the
month of August 2010 for the Williamson County Tax
Assessor/Collector.
13. Consider waiving Penalty and Interest to customer as requested by
the Tax Assessor/Collector
14. Discuss and consider granting a variance request to the Williamson
County Subdivision Regulations, Section 8.3, Building Setbacks,
reducing the building setback line on a major roadway from 50' to
25' for Gabriel's Ridge, Section 3 on CR 258.

REGULAR AGENDA

15. Discuss and take appropriate action regarding Proclamation
recognizing the first week in October as Lawsuit Abuse Awareness
Week.

- 16.** Hear an update on the Public Safety Technology Program (PSTP)
- 17.** 10:00 Hold Public Hearing on plan for funding the preservation and restoration of the District Clerk's Records Archives for 2010-2011
- 18.** Discuss and take appropriate action on the plan for funding the preservation and restoration of the District Clerk's Records Archives for 2010-2011
- 19.** Discuss and take appropriate action on road bond program.
- 20.** Review and take appropriate action on amendment procedures to the pre-qualified engineers list
- 21.** Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of SH 195, and take appropriate action. (Parrish - P215)
- 22.** Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of SH 195, and take appropriate action. (Parrish - P216)
- 23.** Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of SH 195, and take appropriate action. (Snow - P214)
- 24.** Consideration and action with respect to "Order Authorizing the Issuance of Williamson County, Texas Limited Tax Refunding Bonds, Levying an Ad Valorem Tax in Support of the Bonds; Approving a Paying Agent/Registrar Agreement an Official Statement, an Escrow Agreement; Establishing the Procedures for Selling and Delivering the Bonds; and Authorizing Other Matters Relating to the Bonds."
- 25.** Discuss and take appropriate action in regards to salaries in the County Auditor's Office for FY 2011.

- 26.** Discuss and take appropriate action regarding Tax Abatement in regards to Economic Development.
- 27.** Discuss and take appropriate action regarding longevity payments for affected County employees.
- 28.** Consider and take appropriate action regarding policies concerning Commercial Use of Parks.
- 29.** Consider and take appropriate action on Local Initiative Project (LIP) grant from Texas Commission on Environmental Quality (TCEQ) for a pilot program to implement and enhance enforcement of a counterfeit inspection certificate program.
- 30.** Discuss and take possible action delegating the authority to the County Judge to waive and/or reduce fees at the Williamson County Landfill for up to 14 days in case of disaster or emergency.
- 31.** Discuss and consider possible action regarding the placement of political signage around the J. B. & Hallie Jester Williamson County Annex, located at 1801 E. Old Settlers Blvd., Round Rock during the times that the annex is being used as an early voting and election day polling location.
- 32.** Discuss and take appropriate action regarding appointment of the Williamson County Sick Leave Pool Committee Members for FY 2011.
- 33.** Discuss and take appropriate action regarding hiring legal counsel.
- 34.** Discuss and take appropriate action regarding 2010/2011 Budget.
- 35.** Discuss and consider approving an extension of time beyond the end of the fiscal year to allow employees who earned EP (Essential Personnel) leave during Tropical Storm Hermine to take this time off.
- 36.** Discuss and take appropriate action concerning approval of 885 Fund Budget and award of Human Resources Related Services Contracts for FY 2011.

37. Discuss and take appropriate action on Amendments to the Agreement for MCOT services with Bluebonnet Trails.
38. Discuss and take appropriate action on Agreement to Terminate Healthcare Services and related resolution.
39. Accept \$100,000 in Grant Funding from CAPCOG Homeland Security for the Westside FD Alerting System.
40. Consider authorizing the County Auditor to make any line item transfers necessary to complete the 2009-2010 budget within individual departments.
41. Consider authorizing the County Auditor to transfer sufficient monies from cash ending balance of fiscal year 2009-2010 to balance county budget for 2010-2011.
42. Consider approving an agreement between Motorola and Williamson County, following the statement of work (SOW) for phase 1 and 2 of the Emergency Services Operations Center building project.
43. Consider awarding Proposals received for Specific & Aggregate Stop Loss Insurance to the lowest and best proposal meeting specifications - Fidelity Security Life Insurance Company
44. Consider re-awarding various existing annual contracts for FY 2011 - complete list filed with official minutes
45. Consider authorizing advertising and setting date of October 27, 2010 at 3:00pm in the Purchasing Department to receive bids for the Hero Way road construction project, bid number 10WC823.
46. Consider authorizing advertising and setting date of October 26, 2010 at 9:00am in the Purchasing Department to receive bids for Second Street Roadway Improvements, bid number 10WC821.

47. Consider authorizing advertising and setting date of October 19, 2010 at 2:00pm in the Purchasing Department to receive proposals for the LEASE OF BELFORD SQUARE PROPERTY AT 310-C WEST 7TH STREET, SUITE 103, GEORGETOWN, TX, proposal number 10WCP912.
48. Consider authorizing project budget transfer request for 2001 road bond per recommendation of Mike Weaver, Road Bond Manager: Move \$300,000.00 from P190 (IH-35 Ronald Reagan Intersection), \$200,000.26 from P12 (Lake Creek Drainage/Park-close project), \$306,600.89 from P45 (Gattis School Rd - close project), and \$137,043.51 from P170 (Lakeline Blvd Ext) to P196 (Ronald Reagan Phase IV). Also, move \$400,000 from P45 (Gattis School Road) to P213 (CR 170) and \$79,246.39 from P83 (CR 274 - close project) to P172 (CR 185/New Hope Road).
49. Consider awarding annual bids for FY2011 for Emergency Medical Services - complete list filed with official minutes
50. Consider awarding proposals received for proposal # 11WCAP102, Property and Casualty Insurance for Williamson County, to the best proposer meeting specifications, Key & Piskuran Insurance Agency.
51. Consider awarding proposals received for Armored Courier Services to the low proposal meeting specifications - Triple D Security
52. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Williamson County
Emergency Communications CCG donations:
53. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for September 2010 Extra Duty and Voluntary Duty.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

	0100.0000.341220	Vol Duty Revenue, SO	\$46,954.03	01
	0100.0000.341221	Revenue, Const 1	\$1,597.84	02
	0100.0000.341222	Revenue, Const 2	\$979.03	03
	0100.0000.341224	Revenue, Const 4	\$21,823.13	04
	0100.0000.341226	Revenue, Juv	\$726.59	05

- 54.** Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for September 2010 Extra Duty and Voluntary Duty pay.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0551.001118	Payroll, Const 1	\$1,288.06	01
	0100.0551.002010	FICA, Const 1	\$98.54	02
	0100.0551.002020	Retirement, Const 1	\$146.84	03
	0100.0551.002050	Worker's Comp, Const 1	\$64.40	04
	0100.0552.001118	Payroll, Const 2	\$789.22	05
	0100.0552.002010	FICA, Const 2	\$60.38	06
	0100.0552.002020	Retirement, Const 2	\$89.97	07
	0100.0552.002050	Worker's Comp, Const 2	\$39.46	08
	0100.0554.001117	Payroll, Const 4	\$19,372.50	09
	0100.0554.002010	FICA, Const 4	\$1,481.00	10
	0100.0554.002050	Worker's Comp, Const 4	\$968.63	11
	0100.0560.001117	Vol Duty, SO	\$11,873.87	12
	0100.0560.001118	Extra Duty, SO	\$24,858.57	13
	0100.0560.002010	FICA, SO	\$2,810.03	14
	0100.0560.002020	Retirement, SO	\$2,833.88	15
	0100.0560.002050	Worker's Comp, SO	\$1,836.62	16
	0100.0570.001117	Payroll, Jail	\$2,433.26	17
	0100.0570.002010	FICA, Jail	\$186.14	18
	0100.0570.002050	Worker's Comp, Jail	\$121.66	19

	0100.0576.001117	Payroll, Juv	\$645.00	20
	0100.0576.002010	FICA, Juv	\$49.34	21
	0100.0576.002050	Worker's Comp, Juv	\$32.25	22

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

- 55.** Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

1. Proposed or potential purchase of lease of property by the County:

a) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.

b) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.

c) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.

d) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.

- e) Discuss proposed acquisition of property for right-of-way on Haybarn Lane.
- f) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.
- g) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
- h) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.
- i) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
- j) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.
- k) Discuss proposed Northwoods Road District.
- l) Discuss conveyance of University Boulevard right-of-way.

- 56.** Discuss and take appropriate action on real estate.
- 57.** Comments from Commissioners.
- 58.** 2:00 P.M. Hear from Senator Ogden and discussion with the court including but not limited to current and proposed legislation.

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2010 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Acknowledgement of LITs, FY2010, 9/28/2010

Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Lisa Moore, County Auditor
Submitted For: Melanie Denny
Department: County Auditor
Agenda Category: Consent

Information

Agenda Item

Acknowledge line item transfers of \$100.00 or less completed by the County Auditor during FY 2010.

Background

Attached is the list of line item transfers that were made during the course of the Fiscal Year for \$100 or less. Need to reflect these line item transfers in the minutes prior to the close of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [FY10 LIT](#)

Form Routing/Status

Form Started By: Lisa Moore Started On: 09/03/2010 08:56 AM
Final Approval Date: 09/24/2010

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To discuss and take appropriate action on the approval of a Line Item Transfer for Road & Bridge
Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Lydia Linden, Unified Road System
Submitted For: Robert Daigh
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

To Discuss and take appropriate action on the approval of a Line Item Transfer for Road & Bridge

Background

This transfer is to cover the purchase of phones for the front reception and office area.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
FROM	0200-0210-003001	Small Eqpt. & Tools	\$2,400.00	
TO	0200-0210-003006	Office Eqpt.	\$2,400.00	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lydia Linden Started On: 09/20/2010 11:04 AM
 Final Approval Date: 09/24/2010

Line item transfer for Mobile Outreach Team Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Jeanne Williby, Outreach
Submitted For: Annie Burwell
Department: Outreach
Agenda Category: Consent

Information

Agenda Item

Consider approving a line item transfer for Mobile Outreach Team

Background

We would like to transfer balances from various accounts in our budget to cover the membership dues for 3 of our clinicians.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0341-004414	Vehicle Insurance	\$470.42	
From	0100-0341-004999	Miscellaneous	14.42	
From	0100-0341-004231	Travel	19.39	
From	0100-0341-003100	Office Supplies	20.15	
From	0100-0341-004541	Vehicle Repairs & Maintenance	41.62	
To	0100-0341-003900	Membership Dues	566.00	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Jeanne Williby Started On: 09/22/2010 12:00 PM
 Final Approval Date: 09/24/2010

Line item transfer to MHMR Grant Commissioners Court - Regular Session

Date: 09/28/2010
 Submitted By: Jeanne Williby, Outreach
 Department: Outreach
 Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Mobile Outreach Team

Background

Transfer amount from general funds to MHMR grant to cover a portion of clinician salary.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
from	0100-0341-004541	Vehicle Repairs & Maintenance	101.14	
to	187P-187A-1	Personnel	101.14	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Jeanne Williby Started On: 09/22/2010 01:01 PM
 Final Approval Date: 09/24/2010

Line Item Transfer**Commissioners Court - Regular Session**

Date: 09/28/2010
Submitted By: Jessica Schmidt, J.P. Pct. #4
Submitted For: Jessica Schmidt
Department: J.P. Pct. #4
Agenda Category: Consent

Information**Agenda Item**

Please discuss and consider approving a line item transfer for JP 4.

Background

Line item transfer from 0100-0454-004505 Software Maintenance in the amount of \$5000.00 to Autopsies 0100-0454-004190 to cover expenses due to unforeseen increase in number of deaths requiring autopsies and also due to having to send to Travis County ME versus sending to Tarrant County. Tarrant County cost of autopsy much lower. The \$5000.00 was allocated and approved for the Metatomix/Sierra System software needed for our courtroom and is still needed, but it was not able to be worked out logistically for this budget year. The Metatomix system is still needed and we will pursue again in the future.

Line item transfer from 0100-0454-004130 Court Appointed Attorneys, 0100-0454-004350 Printed Materials and Binding and 0100-0454-004999 Miscellaneous for a total of \$700.00 to 0100-0454-003901 to cover costs of updated publications for our Government and Health Code Books in our Library.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0454.004130	Court Appointed Attorney	\$500.00	
From	0100.0454.004350	Printed Materials & Binding	\$65.05	
From	0100.0454.004999	Miscellaneous	\$134.95	
To	0100.0454.003901	Publications/Books/Periodicals	\$591.48	
From	0100.0454.004505	Software Maintenance	\$5000.00	
To	0100.0454.004190	Autopsies	\$5000.00	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Jessica Schmidt Started On: 09/23/2010 11:11 AM
 Final Approval Date: 09/24/2010

Release of County Property Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Deborah Wolf, Sheriff
Submitted For: Deborah Wolf
Department: Sheriff
Agenda Category: Consent

Information

Agenda Item

Request authorization to release the following equipment: CycleVision MVD-FBDVS-CV serial numbers FB008008, FB011573, FB014394 and FB014395 to L3 Communications to receive a rebate on the purchase of new equipment.

Background

These are the mobile vision cameras on the SO's mobile units. L3 is offering a rebate on new cameras if we turn in the old camera systems.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Deborah Wolf Started On: 09/22/2010 11:27 AM
Final Approval Date: 09/24/2010

Consent Agenda

Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Ursula Stone, Purchasing
Department: Purchasing
Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action on authorizing the transfer of various items through inter-office transfer to County departments and/or auction/donation/destruction.
(Complete list filed with official minutes)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Asset Transfers](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Bob Space	09/22/2010 11:34 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	09/24/2010 09:25 AM	APRV
Form Started By: Ursula Stone			Started On: 09/22/2010 09:06 AM	
Final Approval Date: 09/24/2010				

Williamson County

Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)

- ☐ TRANSFER between county departments
 ☐ TRADE-IN for new assets of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☒ SALE at the earliest auction *
 ☐ DONATION to a non-county entity

SEP 21 2010

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	Blue rolling chairs with arms			Working
1	Black leather chair, with broken arm			Working

Parties involved:**FROM** (Transferor Department): ITS
**Transferor - Elected Official/Department Head/
Authorized Staff:**
Contact Person:

Tammy McCulley

Tammy McCulley

Print Name

Print Name

Signature

September 21, 2010

Date

+1 (512) 943-1455

Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Auction
**Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative:** (If being
approved for Sale or Trade-in, no signature is necessary.)
Contact Person:

Tony Hill

Tony Hill

Print Name

Print Name

Signature

September 21, 2010

Date

+1 (512) 943-3314

Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Williamson County

Asset Status Change Form

The following asset(s) is(are) considered for: (select one)

- ☐ TRANSFER bet ween county departments
 ☐ TRADE-IN for new assets of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☒ SALE at the earliest auction *
 ☐ DONATION to a non-county entity

Asset List:

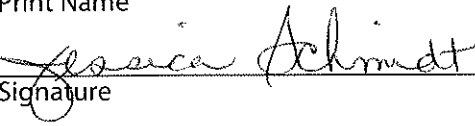
Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HON Reception Furniture - 5 Seats with Table			Working
1	Victor 1240-2 Calculator	06A00305	None	Unknown

Parties involved:
FROM (Transferor Department): JP 4

**Transferor - Elected Official/Department Head/
Authorized Staff:**

Jessica Schmidt

Print Name



Signature

Contact Person:

Jessica Schmidt

Print Name

+1 (512) 352-4159

Date Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Auction

**Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative:** (If being

approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Williamson County

Asset Status Change Form

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 ☐ TRADE-IN for new assets of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☒ SALE at the earliest auction *
 ☐ DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell XPS T500	CCY4I	CO2727	

Parties involved:**FROM** (Transferor Department): Parks Department**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

Print Name

Print Name

Signature

Date Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Auction**Transferee - Elected Official/Department Head/****Authorized Staff OR Donee - Representative:** (If being approved for Sale or Trade-in, no signature is necessary.)**Contact Person:**

Print Name

Tony Hill
Print Name

Signature

Date Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Williamson County

Asset Status Change Form

The following asset(s) is(are) considered for: (select one)

- ☐ TRANSFER bet ween county departments
 ☐ TRADE-IN for new assets of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☒ SALE at the earliest auction *
 ☐ DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
	see attached spreadsheet			Working
				Working
				Working
				Working
				Working

Parties involved:
FROM (Transferor Department): 560 Law Enforcement

Transferor - Elected Official/Department Head/
Authorized Staff:

LC Marshall

Print Name

Signature

September 15, 2010

Date

Contact Person:

Paul Swisher

Print Name

+1 (512) 943-1349

Phone Number

TO (Transferee Department/Auction/Trade-in/Donor): AUCTION

Transferee - Elected Official/Department Head/
Authorized Staff OR Donor - Representative: (If being
 approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

Print Name

Print Name

Signature

Date

Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

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ALL INSIGNIAS HAVE BEEN REMOVED - NOT SUITABLE FOR REISSUE

Williamson County

Asset Status Change Form

The following asset(s) is(are) considered for: (select one)

- ☒ TRANSFER bet ween county departments
 ☐ TRADE-IN for new assets of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☐ SALE at the earliest auction *
 ☐ DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	green, 4 drawer file cab			working

Parties involved:FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/

Authorized Staff:

Tony Hill
 Print Name
[Signature]
 Signature

9-9-10

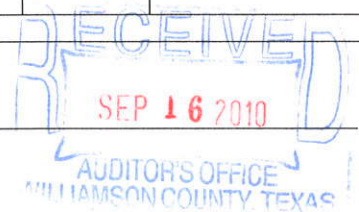
Date

Contact Person:

Tony Hill
 Print Name

943-3314

Phone Number

TO (Transferee Department/Auction/Trade-in/Donor): Veteran Services

Transferee - Elected Official/Department Head/

Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

DONNA HARRELL, DIRECTOR
 Print Name

[Signature]
 Signature

9-14-10

Date

Contact Person:

James Bell
 Print Name

512-238-2151

Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Williamson County

Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)

- ☒ TRANSFER bet ween county departments
 ☐ TRADE-IN for new assets of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☐ SALE at the earliest auction *
 ☐ DONATION to a non-county entity

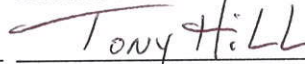
Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	FIRE PROOF FILE CABINET			Working

Parties involved:**FROM** (Transferor Department): WAREHOUSE Auction
**Transferor - Elected Official/Department Head/
Authorized Staff:**

 TONY HILL
 Print Name

Signature

Contact Person:

 Print Name

Date

9-15-10 943-3314

Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): PARKS DEPT - TENNIS CENTER
**Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative:** (If being
approved for Sale or Trade-in, no signature is necessary.)

 JIM RODGERS
 Print Name

Signature

Contact Person:
 BENITA BONNER
 Print Name

 +1 (512) 260-4267
 Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Property Tax Refunds - Over \$2,500 - August 2010

Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Cathy Atkinson, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Consent

Information

Agenda Item

Consider approving Property Tax Refunds - Over \$2,500 for the month of August 2010 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Court Refunds Aug 10](#)

Form Routing/Status

Form Started By: Cathy Atkinson
Started On: 09/21/2010 12:38 PM
Final Approval Date: 09/24/2010



Date: September 9, 2010

To: Members of the Commissioners Court

From: Deborah M. Hunt, CTA

Deborah M Hunt, C T A
Tax Assessor Collector

Subject: Property Tax Refunds

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of \$2,500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at 943-1601, ext. 7015, if you have any questions.

Thank you.



WILLIAMSON COUNTY

Main Office:
904 S Main St
Georgetown, Texas 78626
Phone: (512) 943-1601
Fax: (512) 943-3578
www.williamson-county.org

Annex Locations:
1801 E Old Settlers Blvd, Ste 115
Round Rock, Texas 78664
Phone: (512) 244-8644
Fax: (512) 244-8645

350 Discovery Blvd, Ste 101
Cedar Park, Texas 78613
Phone: (512) 260-4290
Fax: (512) 260-4295

412 Vance St, Ste 1
Taylor, Texas 76574
Phone: (512) 352-4140
Fax: (512) 352-4143

6:41 PM

09/08/10

Accrual Basis

Property Tax
Account QuickReport
 As of August 31, 2010

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	8/22/2010	37604	YATES, WALTER	R032568 - 2009 Supplement #12	-3,541.75
Check	8/22/2010	37573	Chicago Title Insurance Company	R088054 - Overpayment	-17,019.45
Check	8/27/2010	37859	Gracy Title, a Stewart Company	R483661 - Overpayment	-5,149.83
Check	8/30/2010	37863	Carol Houghtaling	Reissue refund ck# 37584 -	-2,730.37
Check	8/31/2010	37865	Williamson County General Fund	Unclaimed Property - Greater than \$100.00	-3,039.99
Total Refunds Payable - Taxpayers					<u>-31,481.39</u>
TOTAL					<u><u>-31,481.39</u></u>

Consider waiving Penalty and Interest to customer as requested by the Tax Assessor/Collector

Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Kathryn Morehouse, County Tax Assessor Collector
Department: County Tax Assessor Collector
Agenda Category: Consent

Information

Agenda Item

Consider waiving Penalty and Interest to customer as requested by the Tax Assessor/Collector

Background

In accordance with Section 33.011 of the Texas Property Tax Code, "The Governing Body of a taxing unit shall waive penalties and may provide for the waiver of interest if interest on a delinquent tax is an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid within 21 days after the taxpayer knows or should know for the delinquency.:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Waiver of PI Sep 2010](#)

Form Routing/Status

Form Started By: Kathryn Morehouse
 Started On: 09/22/2010 08:09 AM
 Final Approval Date: 09/24/2010

Waiver Requests for 2009 Penalty & Interest

September 24, 2010

[illegible]

Variance Request Gabriels Ridge Section 3 Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Nickey Lawrence, Unified Road System
Submitted For: Joe England
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

Discuss and consider granting a variance request to the Williamson County Subdivision Regulations, Section 8.3, Building Setbacks, reducing the building setback line on a major roadway from 50' to 25' for Gabriel's Ridge, Section 3 on CR 258.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Projects Gabriels Ridge 3](#)

Form Routing/Status

Form Started By: Nickey Lawrence
Started On: 09/23/2010 11:28 AM
Final Approval Date: 09/24/2010



September 1, 2010

Mr. Joe England, P.E.
Williamson County Unified Road System
3151 SE Innerloop, Suite B
Georgetown, Texas 78626

**RE: Gabriels Ridge Phase 3
Request for 25-ft Building Setback Line along County Road 258**

Dear Mr. England,

Per our phone conversation,

- (1) I have confirmed that the existing right-of-way is approximately 50' and the approved preliminary plat includes an addition of 10' to 12' of dedication off the south side, to provide a total of 60' right-of-way.
- (2) The City/County Health Department has reviewed and is ready to sign-off on the Phase 3 plat for the OSSF approval. An OSSF report has been provided to the City/County Health Department in support of the lot layout and the available soils.
- (3) The multiple flood plain lines on the plat have been shown at the request of the flood plain administrator.
- (4) The available acreage for drainfield construction is provided in Table A. Table A provides acreage of each lot excluding the 25-ft. building setback line and with and without the OSSF set back area.

Please consider the above information in support of our 25 ft. side back request.

Should you have any questions or need additional information, please feel free to contact me at 512-837-2446, ext. 208 or 512-784-6670.

Sincerely,

Timothy E. Haynie, P.E., R.P.L.S.
Professional Engineer (Civil) License No. 36982
Haynie Consulting, Inc., Texas Registered Engineering Firm # F-2411

TABLE A

Gabriel's Ridge Phase Three Final Plat

BLOCK	LOT	W/ OSSF		W/O OSSF	
A	2	1.58	AC.	1.36	AC.
A	3	1.89	AC.	1.67	AC.
A	4	1.35	AC.	1.24	AC.
A	5	1.26	AC.	1.06	AC.
A	6	0.78	AC.	0.58	AC.
A	7	0.98	AC.	0.74	AC.
A	8	0.75	AC.	0.53	AC.

Proclamation

Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding Proclamation recognizing the first week in October as Lawsuit Abuse Awareness Week.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Proclamation - Lawsuit Abuse Awareness Week](#)

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 09/24/2010 10:02 AM
Final Approval Date: 09/24/2010

That on this the 28th day of September the Commissioners Court of Williamson County, Texas met in duly called session at the Historic Courthouse in Georgetown, Texas, and at said meeting among other business the Court considered the following.

PROCLAMATION

WHEREAS: Lawsuit abuse burdens our civil justice system, stifles entrepreneurship, drives up the cost of litigation and delays justice for those with legitimate claims; and,

WHEREAS: Citizens Against Lawsuit Abuse (CALA) of Central Texas is a respected and effective organization that works to educate consumers about the human and financial costs associated with frivolous lawsuits; and,

WHEREAS: CALA is a non-profit, grassroots public education movement dedicated to making the public better aware of the cost and consequences of lawsuit abuse with more than 25,000 Texans supporting their cause, including small businesses, doctors, attorneys, retirees, homemakers, consumers and taxpayers; and,

WHEREAS: This organization has led successful efforts to reform our state's medical malpractice system, reduce the number of frivolous lawsuits in Texas, ensure that Texans who are truly injured have access to our court system, and educate Texans about how to become wise legal consumers; and,

WHEREAS: Civil justice reforms have reintroduced common sense and fairness to our courts and have increased the number of doctors and medical specialists serving Texans; and,

WHEREAS: Even in the face of such progress, junk lawsuits continue to threaten our civil justice system.

NOW THEREFORE, we do herein proclaim October 4th – 8th 2010, as “Lawsuit Abuse Awareness Week” to remind every citizen that civil justice reforms have been good for the Lone Star State and it is our duty to keep Texas on the right path.

Dan A. Gattis
Williamson County Judge

Attest:

Nancy Rister
Williamson County Clerk

Hear an update on the Public Safety Technology Program (PSTP) Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Richard Semple, Information Technology
Submitted For: Richard Semple
Department: Information Technology
Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear an update on the Public Safety Technology Program (PSTP)

Background

Richard Semple will update the Court on the current status of the major projects in the Public Safety Technology Program.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Richard Semple Started On: 09/17/2010 04:37 PM
Final Approval Date: 09/24/2010

District Clerk Record's Archive Plan Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 Hold Public Hearing on plan for funding the preservation and restoration of the District Clerk's Records Archives for 2010-2011

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Ashlie Koenig
Started On: 09/09/2010 10:29 AM
Final Approval Date: 09/09/2010

District Clerk's Records Archive Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the plan for funding the preservation and restoration of the District Clerk's Records Archives for 2010-2011

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [DC 387](#)

Form Routing/Status

Form Started By: Ashlie Koenig
Started On: 09/09/2010 10:31 AM
Final Approval Date: 09/09/2010

Archive Plan

**For Preservation and Restoration
Of Archived Records**

Presented by

Lisa David, District Clerk

August, 2010

Summary

The vast majority of the permanent records in the District Clerks office are paper. These records are used on a daily basis by the public and are vulnerable to loss by theft and wear and tear.

With no cost to the County, these records can be preserved by using the archive fees and records management fees to cover the cost of scanning the paper based documents and preserving the handwritten ones. The images can be added to our existing imaging system and improve customer service.

The District Clerks are currently authorized to collect a records management and preservation fee of \$10. This fee is to a dedicated fund for the use of preserving and managing county and District Clerk records.

Senate Bill 1685 provides that the District Clerk may begin collecting a fee of \$5 for filing specific suits in the County and District Court. This fund becomes effective October 1, 2010. All monies collected will be placed in a line item in the budget labeled District Court Technology Fund to be used for the purpose of restoration and preservation of records in the District Clerk's Office.

Goal

The goal is to produce and archive all documents, regardless of type, as efficiently as possible. The District Clerk's office is also restoring records, suspending and reducing deterioration of public records, improving public access to these documents reducing the risk of deterioration.

In 2007 the District Clerk began imaging historical records and most recently sent to a vendor the 4 defendant cases that were prosecuted by Dan Moody for restoration. The documents will be placed in leather binders and images are placed on a CD.

The fee is accessed upon the filing of a suit or a cross action, counterclaim, intervention, contempt action, motion for new trial, or a third party petition in District Court.

Projected 2009-2010 10,426 suits and show cause @\$5 per action \$52,130.00

Projected 2010-2011 12,500 suits and show cause @\$5 per action \$62,500.00

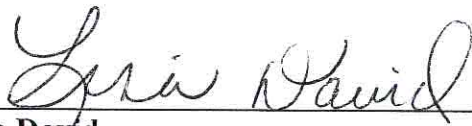
Steps to implement

Prepare Annual Archive Plan

Commissioner's Court Approval

Annual Public Hearing

Post Notice of Fee

A handwritten signature in cursive script, reading "Lisa David", written over a horizontal line.

Lisa David

Williamson County District Clerk

By: Hinojosa

S.B. No. 1685

A BILL TO BE ENTITLED

AN ACT

relating to the creation of a district court records technology fund.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subchapter D, Chapter 51, Government Code, is amended by adding Section 51.305 to read as follows:

Sec. 51.305. DISTRICT COURT RECORDS TECHNOLOGY FUND. (a)

In this section:

(1) "Court document" means any instrument, document, paper, or other record that the district clerk is authorized to accept for filing or maintenance.

(2) "Deterioration" means any naturally occurring process or a natural disaster that results in the destruction or partial destruction of a court document.

(3) "Preservation" means any process that:

(A) suspends or reduces the deterioration of a court document; or

(B) provides public access to a court document in a manner that reduces the risk of deterioration.

(4) "Restoration" means any process that permits the visual enhancement of a court document, including making the document more legible.

(b) The commissioners court of a county may adopt a district court records archive fee of not more than \$5 for the filing of a

1 suit, including an appeal from an inferior court, or a
2 cross-action, counterclaim, intervention, contempt action, motion
3 for new trial, or third-party petition, in a district court in the
4 county as part of the county's annual budget. The fee must be set
5 and itemized in the county's budget as part of the budget
6 preparation process and must be approved in a public meeting. The
7 fee is for preservation and restoration services performed by the
8 district clerk in connection with maintaining a district court
9 records archive.

10 (c) The county treasurer, or the official who discharges the
11 duties commonly delegated to the county treasurer, in a county that
12 adopts a fee under Subsection (b) shall establish a district court
13 records technology fund in the general fund of the county for
14 deposit of fees paid under Section 51.317(f).

15 (d) Subject to Subsection (f), money generated from the fee
16 imposed under this section may be expended only for the
17 preservation and restoration of the district court records archive.
18 The money may not be used to purchase, lease, or develop computer
19 software to index court records.

20 (e) The district clerk shall designate the court documents
21 that are part of the records archive for purposes of this
22 section. The designation of court documents by the district clerk
23 under this subsection is subject to approval by the commissioners
24 court in a public meeting.

25 (f) The district clerk in a county that adopts a fee under
26 this section shall prepare an annual written plan for the
27 preservation and restoration of the district court records archive.

1 The commissioners court shall publish notice of a public hearing on
2 the plan in a newspaper of general circulation in the county not
3 later than the 15th day before the date of the hearing. After the
4 public hearing, the plan shall be considered for approval by the
5 commissioners court. Money in the district court records
6 technology fund may be expended only as provided by the plan. All
7 expenditures from the records technology fund must comply with
8 Subchapter C, Chapter 262, Local Government Code.

9 (g) If a county imposes a fee under this section, a notice
10 shall be posted in a conspicuous place in the district clerk's
11 office. The notice must state the amount of the fee in the
12 following form: "THE COMMISSIONERS COURT OF
13 _____ (Insert name of county) COUNTY HAS DETERMINED THAT A
14 RECORDS ARCHIVE FEE OF \$_____ (Insert amount adopted by
15 commissioners court) IS NEEDED TO PRESERVE AND RESTORE DISTRICT
16 COURT RECORDS."

17 (h) Money remaining from the collection of fees imposed
18 under this section after completion of a district court records
19 archive preservation and restoration project may be expended for
20 records management and preservation purposes in the manner provided
21 by Section 51.317(d). The commissioners court of a county may not
22 impose a fee under this section after the district court records
23 archive preservation and restoration project is complete.

24 SECTION 2. Section 51.317, Government Code, is amended by
25 amending Subsection (b) and adding Subsections (b-2) and (f) to
26 read as follows:

27 (b) The fees are:

1 (1) except as provided by Subsection (b-1), for filing
2 a suit, including an appeal from an inferior court, \$50;

3 (2) for filing a cross-action, counterclaim,
4 intervention, contempt action, motion for new trial, or third-party
5 petition, \$15;

6 (3) for issuing a citation or other writ or process not
7 otherwise provided for, including one copy, when requested at the
8 time a suit or action is filed, \$8;

9 (4) for records management and preservation, \$10; and

10 (5) in addition to the other fees imposed under this
11 section, for filing a suit, including an appeal from an inferior
12 court, or a cross-action, counterclaim, intervention, contempt
13 action, motion for new trial, or third-party petition, the amount
14 adopted by the county commissioners court, not to exceed \$5, for
15 court records archiving.

16 (b-2) The fee imposed under Subsection (b)(5) does not apply
17 to a filing by a state agency.

18 (f) The district clerk, after collecting a fee under
19 Subsection (b)(5), shall pay the fee to the county treasurer, or to
20 an official who discharges the duties commonly delegated to the
21 county treasurer, for deposit to the district court records
22 technology fund established under Section 51.305.

23 SECTION 3. Subchapter D, Chapter 101, Government Code, is
24 amended by adding Section 101.06116 to read as follows:

25 Sec. 101.06116. ADDITIONAL DISTRICT COURT FEES: GOVERNMENT
26 CODE. The clerk of a district court shall collect a district court
27 records archive fee of not more than \$5 under Section 51.317(b)(5),

S.B. No. 1685

1 if adopted by the county commissioners court.

2 SECTION 4. This Act takes effect immediately if it receives
3 a vote of two-thirds of all the members elected to each house, as
4 provided by Section 39, Article III, Texas Constitution. If this
5 Act does not receive the vote necessary for immediate effect, this
6 Act takes effect September 1, 2009.

Review and take appropriate action on amendment procedures to the pre-qualified engineers list**Commissioners Court - Regular Session**

Date: 09/28/2010
Submitted By: Lydia Linden, Unified Road System
Submitted For: Robert Daigh
Department: Unified Road System
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Review and take appropriate action on amendment procedures to the pre-qualified engineers list

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lydia Linden Started On: 09/23/2010 09:05 AM
Final Approval Date: 09/24/2010

Parrish Resolution for Condemnation - (P215) Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of SH 195, and take appropriate action. (Parrish - P215)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Resolution for Condemnation - Parrish \(P215\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 09/23/2010 11:20 AM
Final Approval Date: 09/24/2010

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to 1.124 acres owned by LYNN A. PARRISH AND ELSIE M. PARRISH (parcel 215), described by metes and bounds in Exhibit "A", for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of SH 195 ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or her designated agent be and she is

hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

BE IT FURTHER RESOLVED that the County Attorney or her designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist her in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted this _____ day of _____, 2010.

Dan A. Gattis
Williamson County Judge

EXHIBIT A

County: Williamson
Highway: SH 195
Limits: From 3.4 Miles South of S. H. 138 to 8.105 Miles S. of 138
ROW CSJ: 0440-01-036

Legal Description Parcel 215

BEING a 1.124 acre (48,966 square feet) tract of land located in the John Hamilton Survey, Abstract No. 282, of Williamson County, Texas, said 1.124 acre tract of land is out of and a part of a 4.98 acre tract conveyed by Gus A. Steenken and Edwin G. Schneider to Lynn A. Parrish and wife, Elsie M. Parrish, by deed recorded March 3, 1977 in Volume 661, Page 529, of the Deed Records of Williamson County, Texas, said 1.124 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a point in the existing west right of way line of State Highway 195 (SH 195), said point being calculated for the southeast corner of the said 4.98 acre tract and for the northeast corner of a 10.109 acre tract conveyed by Loyd Gustave Reiss to Lynn Parrish and Spouse, Elsie Parrish by deed recorded June 6, 2005 in Document No. 200547130, in the Official Public Records of Williamson County, a found 1/2" iron rod bears North 53° 23' 55" East a distance of 0.85 feet from said point, said point is located 1166.53 feet left of Proposed SH 195 Baseline Station 1338+30.87;

THENCE South 53° 23' 55" West along the common line of the 4.98 acre tract and the 10.109 acre tract for a distance of 1087.59 feet to a Texas Department of Transportation (TxDOT) Type II concrete monument set in the proposed east right of way line of SH 195 for the POINT OF BEGINNING of the herein described parcel, said rod is located 119.92 feet left of Proposed SH 195 Baseline Station 1341+26.60;

1. THENCE South 53° 23' 55" West continuing with said common line for a distance of 308.98 feet to a point calculated in the proposed west right of way line of SH 195 and in the east boundary of a 238.28 acre tract of land conveyed by C. Dean Davis and wife, Mollie V. Davis, to D & M Davis Land & Cattle, L. P. by deed recorded February 20, 2002 as Document No. 2002013809 of the Official Public Records of Williamson County, Texas, said point being the southwest corner of the said 4.98 acre tract, a found 1/2" iron rod bears North 53° 23' 55" East a distance of 1.25 feet and said point is located 177.42 feet right of Proposed SH 195 Baseline Station 1342+10.62;
2. THENCE North 21° 06' 00" West along the proposed west right of way line of

EXHIBIT _____

SH 195 for a distance of 163.70 feet to a point calculated for the northwest corner of the 4.98 acre tract and for the southwest corner of a 10.13 acre tract of land conveyed by William Clyde Snow to Lee W. Snow and wife, Betty J. Snow by deed recorded July 9, 1990 in Volume 1917, Page 954, of said Official Records, a found 1/2" iron rod bears North 53° 23' 55" East a distance of 0.98 feet and said point is located 178.21 feet right of Proposed SH 195 Baseline Station 1340+46.92;

3. THENCE North 53° 23' 55" East along the common line of the 4.98 acre tract and the 10.13 acre tract for a distance of 311.84 feet to a 5/8" iron rod with a TxDOT aluminum cap set in the proposed east right of way line of SH 195, said rod is located 121.88 feet left of Proposed SH 195 Baseline Station 1339+62.12;
4. THENCE South 20° 08' 27" East along the proposed east right of way line of SH 195 for a distance of 164.49 feet to the POINT OF BEGINNING, said described tract containing 48,966 square feet or 1.124 acres of land, more or less.

This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID AP9537) and, Georgeport (PID BM1093). All distances are surface values expressed in U. S. Survey feet and may be converted to grid by dividing by the TxDOT surface adjustment factor of 1.000120.

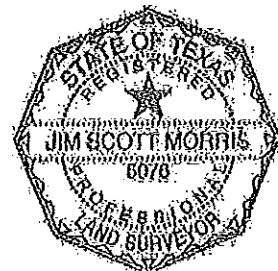
Access will be permitted to the highway facility for the remainder of the property lying adjacent to SH 195.

This description was prepared in conjunction with, and is accompanied by a plat of an even date herewith.

Surveyed by:
RODS Surveying, Inc.
6810 Lee Road, Spring Texas 77379
Phone (281) 379-6388

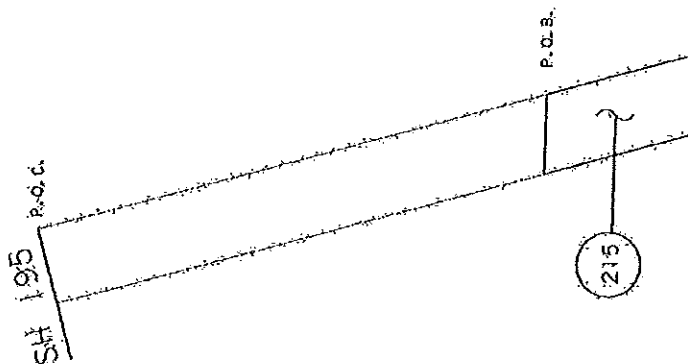
I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to February 2007.

Scott Morris, Registered Professional Land Surveyor No. 5076
Date as of 5-9-2007



LEGEND

- FOUND CONCRETE MONUMENT (TXDOT TYPE 1)
- FOUND CONCRETE MONUMENT (TXDOT TYPE 1)
- CONCRETE MONUMENT SET (TXDOT TYPE 1)
- ROUND 1/2" IRON ROD UNLESS NOTED
- 5/8" IRON ROD SET WITH TXDOT ALUMINUM CAP UNLESS NOTED
- CALCULATED POINT
- FOUND CORNER (AS DESCRIBED)
- 5/8" IRON ROD SET WITH YELLOW CAP - RODS SURVEYING INC. PROPERTY LINE
- RECORD INFORMATION
- SURVEY LINE
- PROPOSED DRAINAGE EASEMENT
- ACCESS DENIAL LINE
- EXISTING R.O.W. LINE
- PROPOSED R.O.W. LINE
- RIGHT OF WAY
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- POINT OF CURVATURE
- POINT OF TANGENCY
- CHORD BEARING
- CHORD DISTANCE
- B.L.
- NOT TO SCALE
- PUBLIC UTILITY EASEMENT
- WILLIAMSON COUNTY DEED RECORDS
- WILLIAMSON COUNTY OFFICIAL RECORDS
- WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
- WILLIAMSON COUNTY PLAT RECORDS
- O.S.S.F.S. ON SITE SEWERAGE FACILITY SETBACK



PARENT TRACT INSET
N.T.S.

NOTES

- IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY, DIGITAL FILES DATED FEBRUARY, 2001 AND MAY, 2002 UPDATED BY ON THE GROUND SURVEYS MADE IN FEBRUARY, 2006.
- THIS SURVEY IS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. THE PROJECTION AND DATUM ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL BEARINGS ARE RELATIVE TO NATIONAL GEODETIC SURVEY, 1993 ADJUSTMENT. MONUMENTS 127 A (PID A82837), AUSTIN R.R. (PID A8537) AND, GEORGETOWN (PID BMD933). ALL DISTANCES ARE SURFACE VALUES EXPRESSED IN U. S. SURVEY FEET AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT SURFACE ADJUSTMENT FACTOR OF 1.000120.

PARCEL NO.	RECORD AREA		ACQUIRED AREA		APPROXIMATE REMAINDER	
	ACRES	SQ. FT.	ACRES	SQ. FT.	LEFT	RIGHT
215	4.98	216,929	1.124	48,966	3.856	167,963

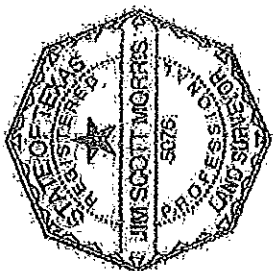
TEXAS DEPARTMENT OF TRANSPORTATION
©2006

RIGHT OF WAY PLAT
SHOWING PROPERTY OF
LYNN A. PARISH AND
WIFE, ELSIE M. PARISH
PARCEL 215

PAGE 3 OF 4

ROW 155 NO. 0440-01-036
STATE HIGHWAY 155 WILLIAMSON COUNTY, TEXAS
RODS SURVEYING INC.
16810 LEE ROAD SPRING, TX 77379
(281) 379-6388
SCALE: 1"=100' MAY 9, 2007

EXHIBIT



I, SCOTT MORRIS, HEREBY CERTIFY THAT THE HEREON MAP OR PLAT IS TRUE AND CORRECT AND DEPICTS A SURVEY MADE UNDER MY SUPERVISION AND ON THE GROUND AND IS BASED ON DATA GATHERED FROM FEBRUARY 2001 TO OCTOBER 2006

SCOTT MORRIS, R.P.L.S., 5015 DATE AS OF

1/11/07 5-9-2007

Resolution for Condemnation - Parrish (P216)

Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of SH 195, and take appropriate action. (Parrish - P216)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Resolution for Condemnation - Parrish \(P216\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 09/23/2010 11:25 AM
Final Approval Date: 09/24/2010

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to 2.235 acres owned by LYNN A. PARRISH AND ELSIE M. PARRISH (parcel 216), described by metes and bounds in Exhibit "A", for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of SH 195 ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or her designated agent be and she is

hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

BE IT FURTHER RESOLVED that the County Attorney or her designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist her in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted this _____ day of _____, 2010.

Dan A. Gattis
Williamson County Judge

EXHIBIT A

County: Williamson
Highway: SH 195
Limits: From 3.4 Miles South of S. H. 138 to 8.105 Miles S. of 138
ROW CSJ: 0440-01-036

Legal Description Parcel 216

BEING a 2.235 acre (97,345 square feet) tract of land located in the John Hamilton Survey, Abstract No. 282, of Williamson County, Texas, said 2.235 acre tract of land is out of and a part of a 10.109 acre tract conveyed by Loyd Gustave Reiss to Lynn Parrish and Spouse, Elsie Parrish by deed recorded June 6, 2005 in Document No. 200547130, in the Official Public Records of Williamson County, Texas, said 2.235 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a point in the existing west right of way line of State Highway 195 (SH 195), said point being calculated for the northeast corner of the said 10.109 acre tract and for the southeast corner of a 4.98 acre tract conveyed by Gus A. Steenken and Edwin G. Schneider to Lynn A. Parrish and wife, Elsie M. Parrish, by deed recorded March 3, 1977 in Volume 661, Page 529, of said Deed Records, a found 1/2" iron rod bears North 53° 23' 55" East a distance of 0.85 feet from said point, said point is located 1166.53 feet left of Proposed SH 195 Baseline Station 1338+30.87;

THENCE South 53° 23' 55" West along the common line of the 4.98 acre tract and the 10.109 acre tract for a distance of 1087.59 feet to a Texas Department of Transportation (TxDOT) Type II concrete monument set in the proposed east right of way line of SH 195 for the POINT OF BEGINNING of the herein described parcel, said rod is located 119.92 feet left of Proposed SH 195 Baseline Station 1341+26.60;

1. THENCE South 29° 59' 38" East along the proposed east right of way line of SH 195 for a distance of 94.61 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 135.00 feet left of Proposed SH 195 Baseline Station 1342+20.00;
2. THENCE South 20° 49' 22" East continuing with the proposed east right of way line of SH 195 for a distance of 100.00 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 135.00 feet left of Proposed SH 195 Baseline Station 1343+20.00;
3. THENCE South 12° 17' 32" East continuing with the proposed east right of way line of SH 195 for a distance of 101.12 feet to a TxDOT Type II concrete

EXHIBIT _____

monument set for an angle point, said monument is located 120.00 feet left of Proposed SH 195 Baseline Station 1344+20.00;

4. THENCE South 20° 49' 22" East continuing with the proposed east right of way of SH 195 for a distance of 24.80 feet to a 5/8" iron rod with a TxDOT aluminum cap set in the south line of the said 10.109 acre tract and in the north line of a 10.00 acre tract of land conveyed by the Veterans Land Board of Texas to Ashley P. Vaughn by Contract of Sale and Purchase recorded January 20, 1975 in Volume 602, Page 552, of said Deed Records, said rod is located 120.00 feet left of Proposed SH 195 Baseline Station 1344+44.80;
5. THENCE South 53° 24' 04" West along the common line of the 10.109 acre tract and the 10.00 acre tract for a distance of 307.46 feet to a point calculated in the proposed west right of way line of SH 195 and in the east boundary of a 238.28 acre tract of land conveyed by C. Dean Davis and wife, Mollie V. Davis, to D & M Davis Land & Cattle, L. P. by deed recorded February 20, 2002 as Document No. 2002013809 of the Official Public Records of Williamson County, said point also being the southwest corner of the 10.109 acre tract and the west or northwest corner of the 10.00 acre tract, a found 1/2" iron rod bears North 53° 24' 04" East a distance of 1.20 feet; said point is located 175.88 feet right of Proposed SH 195 Baseline Station 1345+28.39;
6. THENCE North 21° 06' 00" West along the proposed west right of way line of SH 195 and along the common line of the 238.28 acre tract and the 10.109 acre tract for a distance of 317.78 feet to a point calculated for the northwest corner of the 10.109 acre tract and for the southwest corner of the aforementioned 4.98 acre tract, a found 1/2" iron rod bears North 53° 23' 55" East a distance of 1.25 feet, said point is located 177.42 feet right of Proposed SH 195 Baseline Station 1342+10.62;

EXHIBIT _____

7. THENCE North $53^{\circ} 23' 55''$ East along the north line of the 10.109 acre tract for a distance of 308.98 feet to the POINT OF BEGINNING, said described tract containing 97,345 square feet or 2.235 acres of land, more or less.

This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID AP9537) and, Georgeport (PID BM1093). All distances are surface values expressed in U. S. Survey feet and may be converted to grid by dividing by the TxDOT surface adjustment factor of 1.000120.

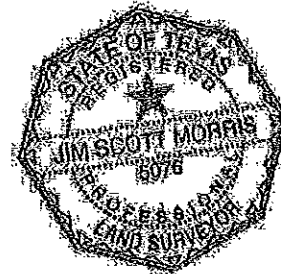
Access will be permitted to the highway facility for the remainder of the property lying adjacent to SH 195.

This description was prepared in conjunction with, and is accompanied by a plat of an even date herewith.

Surveyed by:
RODS Surveying, Inc.
6810 Lee Road, Spring Texas 77379
Phone (281) 379-6388

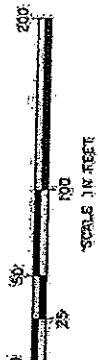
I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to February 2007.


Scott Morris, Registered Professional Land Surveyor No. 5076
Date as of 5-9-2007

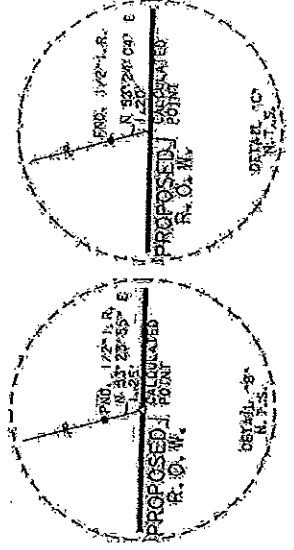
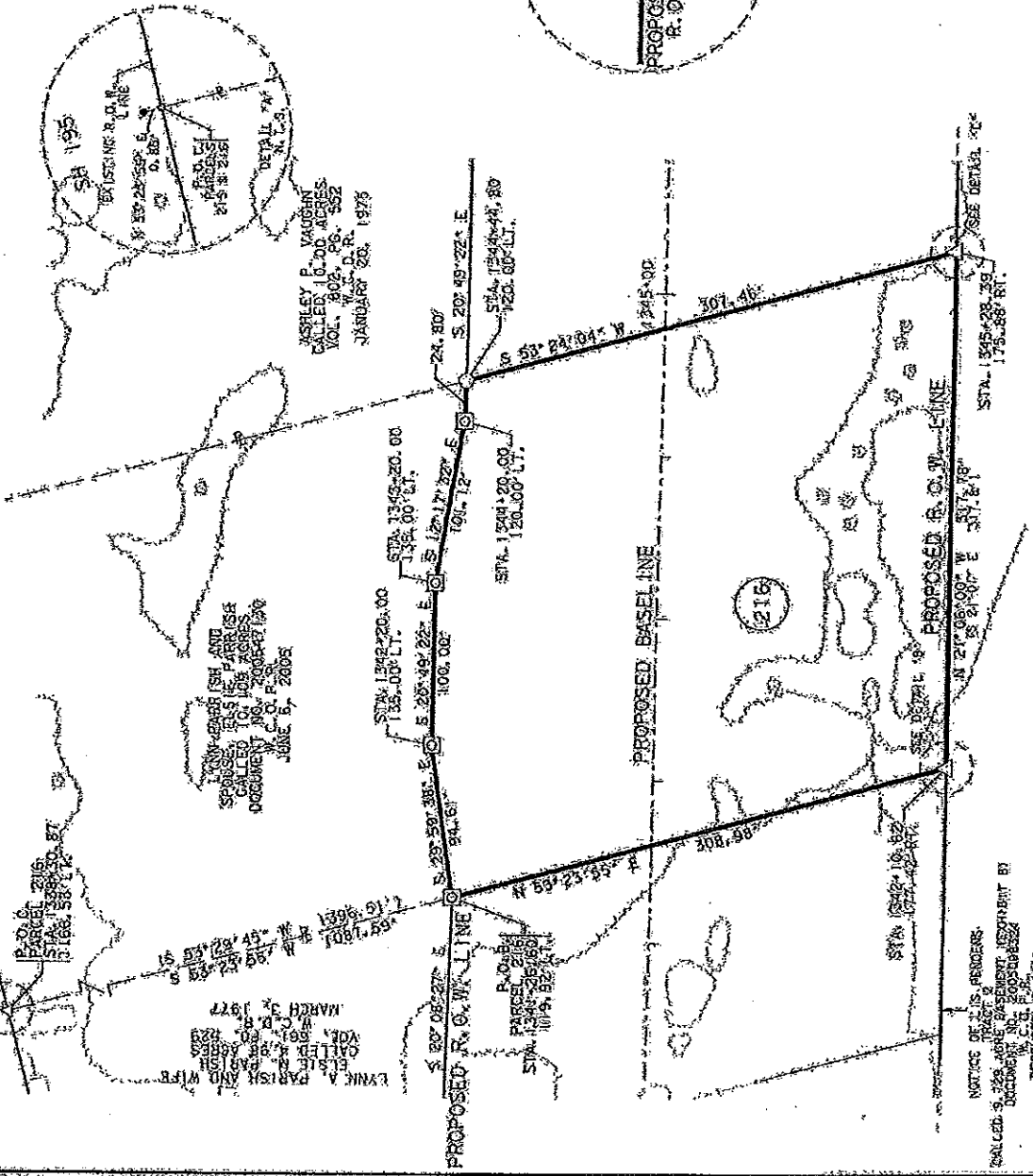


SEE SHEET 195

JOHN HAMILTON SURVEY A-282



EXHIBIT



RIGHT OF WAY PLAT
SHOWING PROPERTY OF
LYNN PARISH AND
SPOUSE, ELSIE PARISH
PARCEL 216

PAGE 5 OF 5

ROW GSN NO. 0440-01-036
STATE HIGHWAY 195 WILLAMSON COUNTY, TEXAS

RODS SURVEYING INC.
6810 LEE ROAD SPRING, TX 77379

122811 379-15388
SCALE: 1"=100' MAY 31, 2007

D. M. DAVIS LAND & CATTLE, L.P.
236.28 ACRES (TRACT 1)
DOW COUNTY, TEXAS
FEBRUARY 20, 2002

NOTICE OF THIS RECORD:
CALLED 9:32A AM BY INSTRUMENT BY
DOCUMENT NO. 200204222
W. C. D. P.
RECORDED 12/3/05

Resolution for Condemnation - Snow (P214)

Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of SH 195, and take appropriate action. (Snow - P214)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Resolution for condemnation - Snow \(P214\)](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 09/23/2010 11:26 AM
Final Approval Date: 09/24/2010

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to 2.044 acres and 1.287 acres owned by BETTY J. SNOW A/K/A BETTY JEAN SNOW (parcel 214 and 214TE), described by metes and bounds in Exhibits "A" and "B", for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of SH 195 ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or her designated agent be and she is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A" and "B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

BE IT FURTHER RESOLVED that the County Attorney or her designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist her in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted this _____ day of _____, 2010.

Dan A. Gattis
Williamson County Judge

EXHIBIT A

County: Williamson
Highway: SH 195
Limits: From 3.4 Miles South of S. H. 138 to 8.105 Miles S. of 138
ROW CSJ: 0440-01-036

Legal Description Parcel 214

BEING a 2.440 acre (106,288 square feet) tract of land located in the John Hamilton Survey, Abstract No. 282, of Williamson County, Texas, said 2.440 acre tract of land is out of and a part of a 10.13 acre tract of land conveyed by William Clyde Snow to Lee W. Snow and wife, Betty J. Snow by deed recorded July 9, 1990 in Volume 1917, Page 954, of the Official Records of Williamson County, Texas, said 2.440 acre tract is further described by metes and bounds as follows:

COMMENCING at a point in the existing west right of way line of State Highway 195 (SH 195), said point being calculated for the northeast corner of the said 10.13 acre tract and for the southeast corner of a 5.01 acre tract conveyed by James Weldon Gilliam to Michael A. Braley and Diann M. Braley by deed recorded March 1, 2002 by Document No. 2002016734 of the Official Public Records of Williamson County, Texas, a found 1/2" iron rod bears North 53° 23' 17" East a distance of 0.77 feet from said point, said point is located 1031.90 feet left of Proposed SH 195 Baseline station 1333+53.87;

THENCE South 53° 23' 17" West along the common line of the 10.13 acre tract and the 5.01 acre tract for a distance of 942.46 feet to a 5/8" iron rod with a Texas Department of Transportation (TxDOT) aluminum cap set in the proposed east right of way line of SH 195 for the POINT OF BEGINNING of the herein described parcel, said rod is located 125.00 feet left of Proposed SH 195 Baseline Station 1336+10.31;

1. THENCE South 20° 49' 22" East along the proposed east right of way line of SH 195 for a distance of 89.69 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 125.00 feet left of Proposed SH 195 Baseline Station 1337+00;
2. THENCE South 20° 08' 27" East continuing with the proposed east right of way line of SH 195 for a distance of 262.14 feet to a 5/8" iron rod with a TxDOT aluminum cap set in the south line of the said 10.13 acre tract and in the north line of a 4.98 acre tract conveyed by Gus A. Steenken and Edwin G. Sneider to Lynn A. Parrish and wife, Elsie M. Parrish, by deed recorded March 3, 1977 in

EXHIBIT _____

Volume 661, Page 529, of the Deed Records of Williamson County, Texas, said rod is located 121.88 feet left of Proposed SH 195 Baseline Station 1339+62.12;

3. THENCE South $53^{\circ} 23' 55''$ West along the common line of the 10.13 acre tract and the 4.98 acre tract for a distance of 311.84 feet to a point calculated for the southwest corner of the said 10.13 acre tract, said point being set in the east boundary of a 238.28 acre tract of land conveyed by C. Dean Davis and wife, Mollie V. Davis, to D & M Davis Land & Cattle, L. P. by deed recorded February 20, 2002 as Document No. 2002013809 of said Official Public Records, a found 1/2" iron rod bears North $53^{\circ} 23' 55''$ East a distance of 0.98 feet from said point, said point is located 178.21 feet right of Proposed SH 195 Baseline Station 1340+46.92;
4. THENCE North $21^{\circ} 06' 00''$ West along the proposed west right of way line of SH 195 for a distance of 350.40 feet to a TxDOT Type II concrete monument set for the northwest corner of the 10.13 acre tract and for the southwest corner of the said 5.01 acre tract, said monument is located 179.90 feet right of Proposed SH 195 Baseline Station 1336+96.52;

EXHIBIT _____

5. THENCE North 53° 23' 17" East along the common line of the 8.01 acre tract and the 10.13 acre tract for a distance of 316.86 feet to the POINT OF BEGINNING, said described tract containing 106,288 square feet or 2.440 acres of land, more or less.

This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID AF9537) and, Georgetown (PID BM1093). All distances are surface values expressed in U. S. Survey feet and may be converted to grid by dividing by the TxDOT surface adjustment factor of 1.000120.

Access will be permitted to the highway facility for the remainder of the property lying adjacent to SH 195.

This description was prepared in conjunction with, and is accompanied by a plat of an even date herewith.

Surveyed by:
RODS Surveying, Inc.
6810 Lee Road, Spring Texas 77379
Phone (281) 379-6388

I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to February 2007.

Scott Morris
Scott Morris, Registered Professional Land Surveyor No. 5076
Date as of: 5-9-2007

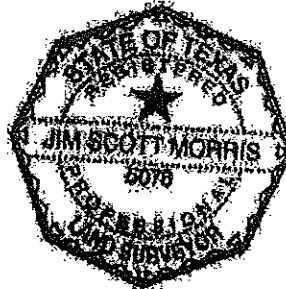
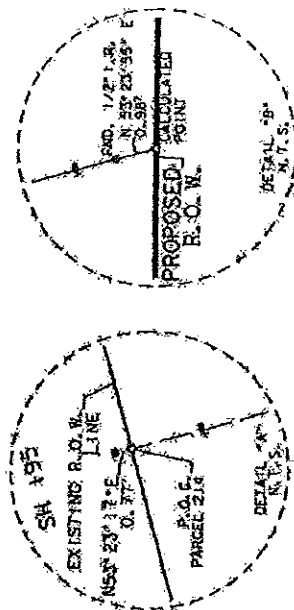


EXHIBIT _____



RIGHT OF WAY PLAT
SHOWING PROPERTY OF
LEE, N. SNOW AND
WIFE, BETTY J. SNOW
PARCEL 214

505 30YR

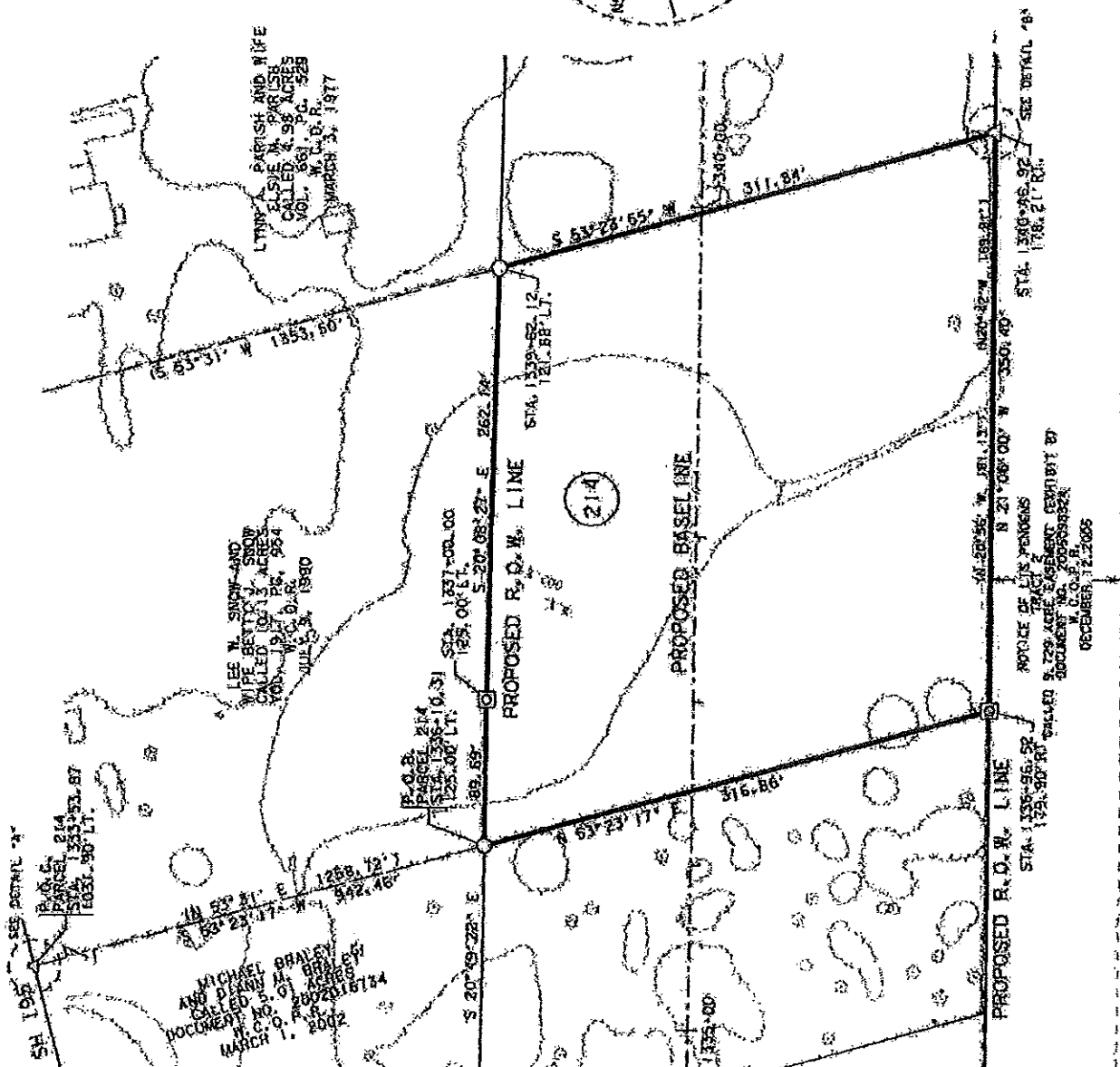
BOW CSJ NO. 0440-DJ-036
STATE HIGHWAY 195 KILLMARSON COURT

CHATELAIN'S SUPPLY, INC.

6810 LEE ROAD, SPRING, TX 77379

428 () 379-6388

SEAL: 12-100 MAY 5, 2007



O. A. M. DAVIS, LAND & CATTLE
238. 28. WRENS CIRCLE 61
D.C. 20020-3809
W.C. O.P.R.
#FEBRUARY 20, 2002.

W.C. O'P.R.
#CJ8KUR9Y 20, 2002

EXHIBIT B

County: Williamson
Highway: SH 195
Limits: From 3.4 Miles South of S. H. 138 to 8.105 Miles S. of 138
ROW CSJ: 0440-01-036

Legal Description Parcel 214TE

BEING a 1.287 acre (56,080 square feet) tract of land located in the John Hamilton Survey, Abstract No. 282, of Williamson County, Texas, said 1.287 acre tract is out of and a part of a 10.13 acre tract of land conveyed by William Clyde Snow to Lee W. Snow and wife, Betty J. Snow by deed recorded July 9, 1990 in Volume 1917, Page 954, of the Official Records of Williamson County, Texas, said 1.287 acre tract is further described by metes and bounds as follows:

COMMENCING at a point in the existing west right of way line of State Highway 195 (SH 195), said point being calculated for the northeast corner of the said 10.13 acre tract and for the southeast corner of a 5.01 acre tract conveyed by James Weldon Gilliam to Michael A. Braley and Diann M. Braley by deed recorded March 1, 2002 by Document No. 2002016734 of the Official Public Records of Williamson County, Texas, a found 1/2" iron rod bears North 53° 23' 17" East a distance of 0.77 feet from said point, said point is located 1031.90 feet left of Proposed SH 195 Baseline station 1333+53.87;

THENCE South 53° 23' 17" West along the common line of the 10.13 acre tract and the 5.01 acre tract for a distance of 785.93 feet to a calculated point for the POINT OF BEGINNING of the herein described tract, said point is located 275.62 feet left of Proposed SH 195 Baseline Station 1336+10.31;

1. THENCE South 36° 31' 28" East along the east line of the herein described tract for a distance of 127.02 feet to a calculated point for corner, said point is located 310.00 feet left of Proposed SH 195 Baseline Station 1336+90.00;
2. THENCE South 05° 45' 40" East continuing with the proposed east line of the herein described tract for a distance of 245.42 feet to a calculated point in the south line of the said 10.13 acre tract, said point is located 246.23 feet left of Proposed SH 195 Baseline Station 1339+26.99;
3. THENCE South 53° 23' 55" West along the south line of the 10.13 acre tract for a distance of 129.21 feet to a 5/8" iron rod with a Texas Department of

Transportation (TxDOT) aluminum cap set in said line, said rod is located 121.88 feet left of Proposed SH 195 Baseline Station 1939+62.12;

4. THENCE North $20^{\circ} 08' 27''$ West along the proposed east right of way line of SH 195 for a distance of 262.14 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 125.00 feet left of Proposed SH 195 Baseline Station 1337+00.00;
5. THENCE North $20^{\circ} 49' 22''$ West continuing with the proposed east right of way line of SH 195 for a distance of 89.69 feet to a $5/8''$ iron rod with a TxDOT aluminum cap set in the north line of said 10.13 acre tract, said rod is located 125.00 feet left of Proposed SH 195 Baseline Station 1336+10.31;
6. THENCE North $53^{\circ} 23' 17''$ East along the common line of the aforementioned 5.01 acre tract and the said 10.13 acre tract a distance of 156.53 feet; to the POINT OF BEGINNING, said described tract containing 56,080 square feet or 1.287 acres of land, more or less.

This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID AF9537) and, Georgetown (PID BM1053). All distances are surface values expressed in U. S. Survey feet and may be converted to grid by dividing by the TxDOT surface adjustment factor of 1.000120.

Access will be permitted to the highway facility for the remainder of the property lying adjacent to SH 195.

This description was prepared in conjunction with, and is accompanied by a plat of an even date herewith.

Surveyed by:

RODS Surveying, Inc.

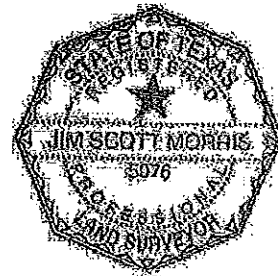
6810 Lee Road, Spring Texas 77379

Phone (281) 379-6388

I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to February 2007.

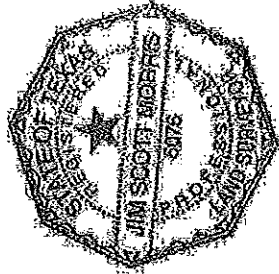
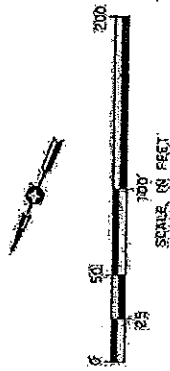
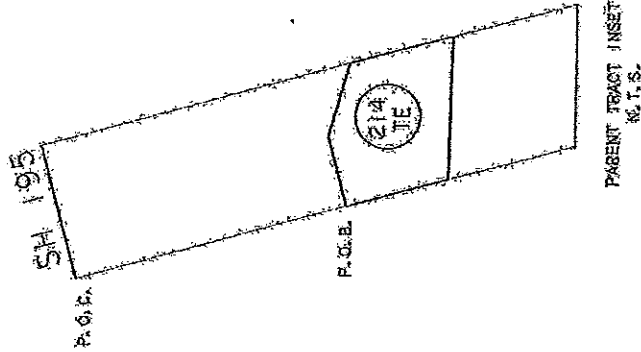
Scott Morris, Registered Professional Land Surveyor No. 5076

Date as of: 5-2-2007



LEGEND

- FOUND CONCRETE MONUMENT (TYDOT TYPE 11)
- FOUND CONCRETE MONUMENT (TYDOT TYPE 11)
- CONCRETE MONUMENT SET (TYDOT TYPE 11)
- FOUND 1/2" IRON ROD UNLESS NOTED
- 5/8" IRON ROD SET WITH EXHIBIT
- ALUMINUM CAIL UNLESS NOTED
- CALCULATED POINT
- FOUND CORNER (AS DESCRIBED)
- 5/8" IRON ROD SET WITH
- YELLOW CAP, RODS SURVEYING INC.
- PROPERTY LINE
- RECORD INFORMATION
- SURVEY LINE
- PROPOSED DRAINAGE EASEMENT
- ACCESS, DRAINAGE LINE
- EXISTING R.O.W. LINE
- PROPOSED R.O.W. LINE
- RIGHT OF WAY
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- POINT OF ADJUSTMENT
- POINT OF TANGENCY
- CHORD BEARING
- CHORD DISTANCE
- BUILDING SETBACK LINE (PER PLAT)
- NOT TO SCALE
- PUBLIC UTILITY EASEMENT
- WILLIAMSON COUNTY DEED RECORDS
- WILLIAMSON COUNTY OFFICIAL RECORDS
- WILLIAMSON COUNTY PLAY RECORDS
- ON-SITE SEWERAGE FACILITY SETBACK



EXHIBIT

I, SCOTT MORRIS, HEREBY CERTIFY THAT THE HEREON MAP OR PLAT IS TRUE AND CORRECT AND DERIVES A SURVEY MADE UNDER MY SUPERVISION AND ON THE GROUND AND IS BASED ON DATA GATHERED FROM FEBRUARY 2001 TO OCTOBER 2006

Scott Morris 5-9-2007
SCOTT MORRIS, R.P.L.S., # 5016 DATE AS OF



TEXAS DEPARTMENT OF TRANSPORTATION
©2004

RIGHT OF WAY PLAT
SHOWING PROPERTY OF
LIFE & SNOW AND
WIFE, BETH J. SNOW
PARCEL 214 TE

PAGE 3 OF 4

ROW CSJ NO. 0440-01-006
STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS
RODS SURVEYING, INC.
8810 LEE ROAD SPRING, TX 77379
TEL: 281-578-6386
SCALE: 1"=100'

MAY 12, 2007

NOTES:

1. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TYDOT AERIAL SURVEY, DIGITAL FILES DATED FEBRUARY, 2001 AND MAY, 2002 UPDATED BY ON THE GROUND SURVEYS MADE IN FEBRUARY, 2006.

2. THIS SURVEY IS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. THE PROJECTION AND DATUM ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL BEARINGS ARE RELATIVE TO NATIONAL GEODETIC SURVEY, 1993 ADJUSTMENT. MONUMENTS TO A 1812 ADJUSTED, AUSTIN B.P. (P.D. 45637) AND, GEORGETOWN (P.D. 45637) ALL DISTANCES ARE SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TYDOT SURFACE ADJUSTMENT FACTOR OF 1.000120.

Williamson County, Texas Limited Tax Refunding Bonds, Series 2010 Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consideration and action with respect to "Order Authorizing the Issuance of Williamson County, Texas Limited Tax Refunding Bonds, Levying an Ad Valorem Tax in Support of the Bonds; Approving a Paying Agent/Registrar Agreement an Official Statement, an Escrow Agreement; Establishing the Procedures for Selling and Delivering the Bonds; and Authorizing Other Matters Relating to the Bonds."

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Order](#)

Link: [Escrow Agreement](#)

Link: [PAR Agreement](#)

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 09/24/2010 10:30 AM
Final Approval Date: 09/24/2010

**ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS
LIMITED TAX REFUNDING BONDS;
LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS;
APPROVING A PAYING AGENT/REGISTRAR AGREEMENT, AN OFFICIAL
STATEMENT, AN ESCROW AGREEMENT; ESTABLISHING THE PROCEDURES
FOR SELLING AND DELIVERING THE BONDS; AND AUTHORIZING OTHER
MATTERS RELATING TO THE BONDS**

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

WHEREAS, the County has duly issued and there is now outstanding certain tax obligations including:

Williamson County, Texas Unlimited Tax Road Bonds, Series 2001 currently outstanding in the aggregate principal amount of \$4,165,000 maturing on February 15, in the years 2011 through 2022 and 2026 (the "Series 2001 Bonds");

Williamson County, Texas General Obligation and Refunding Bonds, Series 2001A currently outstanding in the aggregate principal amount of \$1,700,000 maturing on February 15, in the years 2011 through 2021 and 2026 (the "Series 2001A Bonds");

Williamson County, Texas Limited Tax General Obligation Bonds, Series 2002A currently outstanding in the aggregate principal amount of \$3,425,000 maturing on February 15, in the years 2011 through 2019 (the "Series 2002A Bonds");

Williamson County, Texas Pass-Through Toll Revenue and Limited Tax Bonds, Series 2006 currently outstanding in the aggregate principal amount of \$26,335,000 maturing on February 15, in the years 2011 through 2026 (the "Series 2006 Bonds"); and

WHEREAS, the County now desires to issue refunding bonds to refund all or a portion of the outstanding Series 2001 Bonds, Series 2001A Bonds, Series 2002A Bonds and Series 2006 Bonds (collectively, the "Refundable Obligations," and those Refundable Obligations designated by the Pricing Officer in the Pricing Certificate, each as defined herein, to be refunded are herein referred to as the "Refunded Obligations"); and

WHEREAS, the Commissioners Court of the County deems it advisable and in the best interest of the County to refund the Refunded Obligations in order to achieve a net present value debt service savings of not less than 3.00% of the principal amount of the Refunded Obligations net of any County contribution with such savings, among other information and terms to be included in a pricing

certificate to be executed by the County Auditor, acting as the designated pricing officer of the County, or, in the absence of the County Auditor, the County Judge, all in accordance with the provisions of Chapter 1207, including 1207.007 thereof; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the County to issue refunding bonds and to deposit the proceeds from the sale thereof together with any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Obligations or a commercial bank or trust company, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, Chapter 1207 further authorizes the County to enter into an escrow agreement with a paying agent for the Refunded Obligations with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the County and such paying agent may agree, provided that such deposits may be invested and reinvested in Defeasance Securities, as defined herein; and

WHEREAS, the Escrow Agreement hereinafter authorized, constitutes an agreement of the kind authorized and permitted by said Chapter 1207; and

WHEREAS, all the Refundable Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized: and

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this section. The bond or bonds of the County in one or more Series are hereby authorized pursuant to Chapter 1207, Texas Government Code to be issued and delivered in the maximum aggregate principal amount not to exceed \$34,000,000, for the purpose of: (i) refunding the Refunded Obligations and (ii) paying costs of issuance of the Bonds.

SECTION 2. DEFINITIONS. When used in this Order, except in Section 5, and in any resolution or order amendatory or supplemental hereto, the terms listed below shall have the meanings specified below, unless it is otherwise expressly provided or unless the context otherwise requires:

"Accreted Value" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Pricing Certificate and the Accretion Table attached as an exhibit to the Pricing Certificate relating to the respective Series of Bonds that shows the Accreted Value per \$5,000 maturity amount on the calculation date of maturity to its maturity.

"Accretion Table" means the exhibit attached to the Pricing Certificate that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"Authorized Denominations" means the denomination of \$5,000 or any integral multiple thereof with respect to the Current Interest Bonds and in the denomination of \$5,000 in maturity amount or any integral multiple thereof with respect to the Premium Compound Interest Bonds.

"Bonds" means and includes collectively the Premium Compound Interest Bonds and Current Interest Bonds initially issued and delivered for each Series pursuant to this Bond Order and the respective Pricing Certificate for each Series of Bonds and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Bond Order" or "Order" means this Order of the Commissioners Court authorizing the issuance of the Bonds.

"Business Day" means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"Commissioners Court" means the governing body of the County.

"Compounded Amount" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"Compounding Dates" means the dates on which interest is compounded on the Premium Compound Interest Bonds as set forth in the Accretion Table attached to the Pricing Certificate.

"County" means Williamson County, Texas and any other public agency succeeding to the powers, rights, privileges, and functions of the County and, when appropriate, the Commissioners Court of the County.

"Current Interest Bonds" means the Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in the Pricing Certificate.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by

a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent.

"Escrow Agent" means _____ or any successor escrow agent under the Escrow Agreement.

"Escrow Agreement" means the agreement by and between the County and the Escrow Agent relating to the defeasance of the Refunded Bonds.

"Federal Securities" means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"Fiscal Year" means the twelve-month accounting period for the County, which presently is the twelve-month period beginning on October 1 of each year and ending on September 30 of the following year, but which may be changed from time to time by the Commissioners Court.

"Initial Bond" means the Bond authorized, issued, and initially delivered as provided in Section 3 of this Bond Order.

"Interest Payment Date" means a date on which interest on the Current Interest Bonds is due and payable as set forth in the Pricing Certificate.

"Issuance Date" means the date of delivery of the Bonds.

"MSRB" means the Municipal Securities Rulemaking Board.

"Outstanding" when used with reference to Bonds, means, as of a particular date, all Bonds theretofore and thereupon delivered except; (a) any Bond canceled by or on behalf of the County at or before said date, (b) any Bond defeased or no longer considered Outstanding pursuant to the provisions of this Order or otherwise defeased as permitted by applicable law and (c) any such Bond in lieu of or in substitution for which another Bond shall have been delivered pursuant to this Order.

"Premium Compound Interest Bonds" means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in the Pricing Certificate.

"Pricing Certificate" means the Pricing Certificate of the County's Pricing Officer to be executed and delivered pursuant to Section 3 hereof in connection with the issuance of each Series of Bonds.

"Pricing Officer" means the County Auditor, acting as the designated pricing officer of the County to execute the Pricing Certificate. In the absence of the County Auditor, the County Judge may act as the designated pricing officer of the County to execute the Pricing Certificate.

"Record Date" means, with respect to an Interest Payment Date of August 15, the preceding July 31, and with respect to an Interest Payment Date of February 15, the preceding January 31, whether or not such dates are Business Days.

"Redemption Date" means a date fixed for redemption of any Bond pursuant to the terms of this Bond Order.

"Refundable Bonds" means the outstanding Series 2001 Bonds, Series 2001A Bonds, Series 2002A Bonds and Series 2006 Bonds.

"Refunded Bonds" means those Refundable Bonds designated by the Pricing Officer in the Pricing Certificate to be refunded.

"Register" means the registry system maintained on behalf of the County by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Bonds registered in the name of each Registered Owner.

"Registered Owner" means any person or entity in whose name a Bond is registered.

"Registrar" or "Paying Agent/Registrar" means _____, or such other bank, trust company, financial institution, or other entity as may hereafter be designated by the County to act as paying agent and registrar for the Bonds in accordance with the terms of this Bond Order.

"Replacement Bonds" means the Bonds authorized by the County to be issued in substitution for lost, apparently destroyed, or wrongfully taken Bonds as provided in Section 9 of this Bond Order.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Series" means each series of Bonds issued from time to time, as determined by the Pricing Officer, pursuant to this Bond Order.

"Underwriter" means senior managing underwriter as selected by the Pricing Officer for each Series issued pursuant to this Bond Order and the other co-managers as the Pricing Officer deems appropriate.

Section 3. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND DELEGATION TO PRICING OFFICER. Each bond issued pursuant to this Order shall be designated: **"WILLIAMSON COUNTY, TEXAS LIMITED TAX REFUNDING BOND, SERIES 2010"** in one or more Series and initially there shall be issued, sold, and delivered hereunder fully registered bonds, without interest coupons, which may be in the form of Current Interest Bonds or Premium Compound Interest Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1, respectively) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, maturing not later than August 15, 2026, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, all as set forth in the Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to subsection (b) of this section. The Pricing Certificate is hereby incorporated in and made a part of this Order and shall be filed in the minutes of the Commissioners Court as a part of this Order. Each Series of the Bonds shall be designated by the year in which it is awarded pursuant to Section 3(b) below and in the event that another Series of Bonds is issued within a calendar year each Series within that year will have a letter designation following the year. No Bonds shall be issued under this Order after 5:00 p.m. C.S.T. on February 28, 2011.

(b) As authorized by Section 1207.007, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the County in selling and delivering the Bonds of each Series, determining which of the Refundable Bonds shall be refunded and constitute Refunded Bonds under this Order and carrying out the other procedures specified in this Order, including determining the date of the Bonds of each Series, any additional or different designation or title by which the Bonds of each Series shall be known, the price at which the Bonds of each Series will be sold, the years in which the Bonds of each Series will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds of each Series shall be subject to redemption prior to maturity at the option of the County, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds of each Series and the refunding of the Refunded Bonds, all of which shall be specified in the Pricing Certificate; provided that (i) the price to be paid for the Bonds shall not be less than 95% of the aggregate original principal amount thereof plus accrued interest thereon from its date to its delivery, (ii) none of the Bonds shall bear interest at a rate, or yield in the case of Premium Compound Interest Bonds, greater than the maximum authorized by law, and (iii) the refunding must produce a net present value debt service savings of at least 3.00% of the principal amount of the Refunded Bonds, net of any County contribution. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 1, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds. The Bonds shall be sold by negotiated sale to the Underwriter pursuant to a bond purchase agreement at such price, with and subject to such terms, as determined by the Pricing Certificate. The Pricing Officer may not execute a Pricing Certificate unless the minimum required savings as

described in this subsection is achieved. The Pricing Officer shall designate the senior managing underwriter for each Series and the other co-managers as the Pricing Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms.

(c) The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Order to their respective dates of maturity or redemption at the rates per annum set forth in the Pricing Certificate.

The Premium Compound Interest Bonds shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in the Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Bonds at the rates set forth in the Pricing Certificate. Attached to the Pricing Certificate, if Premium Compound Interest Bonds are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

Section 4. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Conversion and Exchange; Authentication. The County shall keep or cause to be kept at _____, _____, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Register"), and the County hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the County and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Register the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The County shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The County shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 4(c) of this Order, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional orders or resolutions need be passed or adopted by the Commissioners Court of the County or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The County hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Order and the Pricing Certificate. The Paying Agent/Registrar shall keep proper records of all payments made by the County and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new Record Date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the past due interest shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be transferred and assigned, (iii) may be converted and exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the County shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the Pricing Certificate and the FORM OF BOND set forth in this Order. The Initial Bond is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Initial Bond or Bonds issued under this Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The County covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the County will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform

the services of Paying Agent/Registrar for the Bonds under this Order, and that the Paying Agent/Registrar will be one entity. The County reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the County covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Register (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the County. Upon any change in the Paying Agent/Registrar, the County promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Bonds issued in exchange for the Initial Bond initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Register of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, but to the extent permitted by law, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with

respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Register, shall receive a Bond evidencing the obligation of the County to make payments of principal, and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the County determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bond, the County shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Order.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations of the County to DTC.

(h) Initial Bond. The Bonds herein authorized shall be initially issued as fully registered Bonds, being one Bond in the denomination of the applicable principal amount and the Initial Bond shall be registered in the name of the Underwriter. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Underwriter. Immediately after the delivery of the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond delivered hereunder and exchange therefor Bonds in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 4(f) herein, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(i) DTC Blanket Letter of Representations. The County confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to each Series of the Bonds.

Section 5. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Order, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Order and the Pricing Certificate.

FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST BONDS

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS WILLIAMSON COUNTY	PRINCIPAL AMOUNT \$ _____

WILLIAMSON COUNTY, TEXAS
LIMITED TAX REFUNDING BOND
SERIES 2010

<u>INTEREST RATE</u>	<u>DATE OF BOND</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ **DOLLARS**

ON THE MATURITY DATE specified above, **WILLIAMSON COUNTY, TEXAS** (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from _____*, on _____* and semiannually thereafter on each _____* and _____* to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

*To be completed as determined in the Pricing Certificate

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at _____* (the "Paying Agent/Registrar") at their office in _____*, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the County required by the order authorizing the issuance of this Bond (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business as of the last day of the month preceding each such date (the "Record Date") on the Register kept by the Paying Agent/Registrar (the "Register"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the County and the securities depository.

ANY ACCRUED INTEREST due at maturity as provided herein or upon the redemption of this Bond prior to maturity shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The County covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

FORM OF FIRST PARAGRAPHS OF PREMIUM COMPOUND INTEREST BONDS

NO. PC-	UNITED STATES OF AMERICA STATE OF TEXAS WILLIAMSON COUNTY	MATURITY AMOUNT \$ _____

WILLIAMSON COUNTY, TEXAS
LIMITED TAX REFUNDING BOND
SERIES _____

<u>INTEREST RATE</u>	<u>ISSUANCE DATE</u>	<u>DATE OF BONDS</u>	<u>MATURITY DATE</u>

REGISTERED OWNER:

MATURITY AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, **WILLIAMSON COUNTY, TEXAS** (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a 360 day year comprised of twelve 30 day months, compounded semiannually on _____* and _____* of each year commencing _____, 20____*. For convenience of reference a table of the "Accreted Value" per \$5,000 Maturity Amount is printed on the reverse side of this Bond. The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per \$5,000 Maturity Amount compounded semiannually on _____* and _____* at the yield shown on such table.

THE MATURITY AMOUNT of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the designated office for payment of _____* which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and solely from, funds of the County required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Register kept by the Paying Agent/Registrar, as hereinafter described. The County covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due. Notwithstanding the

foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

[FORM OF REMAINDER OF EACH BOND]

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the county where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated _____*, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____*
[CONSTITUTING \$_____ CURRENT INTEREST BONDS AND \$_____ PREMIUM COMPOUND INTEREST BONDS] FOR THE PURPOSE OF PROVIDING:**
(i) FUNDS TO REFUND THE REFUNDED OBLIGATIONS AND (ii) FUNDS TO PAY CERTAIN COSTS OF ISSUANCE OF THE BONDS.

(INSERT REDEMPTION PROVISIONS AS PROVIDED IN THE PRICING CERTIFICATE)

ON FEBRUARY 15, _____*, or on any date thereafter, the Bonds maturing on and after February 15, _____* may be redeemed prior to their scheduled maturities, at the option of the County, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the County and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or portions thereof, within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of \$5,000).

[THE BONDS MATURING ON FEBRUARY 15, _____* are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

*To be completed as determined in the Pricing Certificate

**To be included only if Current Interest Bonds and Premium Compound Interest Bonds are both issued and completed as determined in the Pricing Certificate

Bonds Maturing on February 15, _____*

Mandatory Redemption Date*

_____†

Principal Amount*

\$ _____†

†Final Maturity

THE PRINCIPAL AMOUNT of the Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the County by the principal amount of any Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the County at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and cancelled by the Paying Agent/Registrar at the request of the County with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]**

NO LESS THAN 30 calendar days prior to the date fixed for any such redemption, the County shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Register of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bonds. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bonds shall be redeemed a substitute Bonds or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the County, all as provided in the Bond Order.

*To be completed as determined in the Pricing Certificate

**To be included only if certain maturities of Bonds are subject to mandatory sinking fund redemption as determined by the Pricing Officer in the Pricing Certificate.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Order, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the County. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date or (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Bond.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the County, resigns, or otherwise ceases to act as such, the County has covenanted in the Bond Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged for such payment, within the limits prescribed by law.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Order, agrees to be bound by such terms and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in the official minutes and records of the governing body of the County, and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each Registered Owner hereof and the County.

IN WITNESS WHEREOF, the County has caused this Bond to be signed with the manual or facsimile signature of the County Judge of the County and countersigned with the manual or facsimile signature of the County Clerk and County Treasurer, and has caused the official seal of the County to be duly impressed, or placed in facsimile, on this Bond.

County Clerk

County Judge

County Treasurer

[COUNTY SEAL]

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Order described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code, of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____, attorney, to register the transfer of the within
Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be
guaranteed by a member firm of
the New York Stock Exchange or
a commercial bank or trust company.

NOTICE: The signature above
must correspond with the name
of the Registered Owner as it
appears upon the front of this
Bond in every particular, with-
out alteration or enlargement
or any change whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS:**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts
of the State of Texas

[COMPTROLLER'S SEAL]

INSERTIONS FOR THE INITIAL BONDS

(i) The initial Current Interest Bonds shall be in the form set forth in this Section, except that:

 A. immediately under the name of the Current Interest Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

 B. the first paragraph shall be deleted and the following will be inserted:

"ON THE MATURITY DATE SPECIFIED BELOW, Williamson County, Texas (the "County"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____* in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>

(Information from Pricing Certificate to be inserted)

The County promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____* at the respective Interest Rate per annum specified above. Interest is payable on _____* and semiannually on each _____* and _____* thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The initial Bond shall be numbered "T-1."

(ii) The Initial Compound Interest Bond shall be in the form set forth in this Section, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"WILLIAMSON COUNTY, TEXAS (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Payment at Maturity on _____* in each of the years and in installments of the respective Maturity Amounts set forth in the following schedule:

<u>Year</u>	<u>Maturity Amounts</u>	<u>Interest Rates</u>

(Information for the Premium Compound Interest Bonds from the Pricing Certificate to be inserted)

The amount shown above as the respective Maturity Amounts represent the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on _____* and _____* of each year commencing _____*. For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount compounded semiannually at the yield shown on such table."

C. the Initial Premium Compound Interest Bond shall be numbered "TPC-1."

*To be completed as determined in the Pricing Certificate

Section 6. TAX LEVY. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the County at an official depository bank of the County. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the County, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the Commissioners Court of the County shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the County, with full allowance being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the County for each year while any of the Bonds or interest thereon are outstanding and unpaid; and the tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment within the legal limits prescribed by law. Accrued interest and any premium on the Bonds shall be deposited in the Interest and Sinking Fund. Any such premium shall be used to only pay principal of the Bonds.

Section 7. ESTABLISHMENT OF ESCROW FUND AND DISPOSITION OF PROCEEDS. (a) Escrow Fund. The proceeds of the Bonds less the costs of issuance and accrued interest, together with any cash contribution, in an amount necessary to refund the Refunded Obligations shall be deposited in the Escrow Fund created and governed by the terms of the Escrow Agreement substantially in the form attached hereto as Exhibit "A", with such changes as approved by the Pricing Officer.

(b) Accrued Interest. Any accrued interest on the Bonds shall be deposited in the Interest and Sinking Fund.

(c) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with the Bond proceeds for the purpose for which the Bonds are issued as set forth in Section 1 hereof or to pay principal or interest payments on the Bonds; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(d) Investment of Funds. The County hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued.

Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Order may be invested as permitted by the Public Funds Investment Act, as amended.

(e) Security for Funds. All funds created by this Order shall be secured in the manner and to the fullest extent required by law for the security of funds of the County.

(f) Maintenance of Funds. Any funds created pursuant to this Order, other than the Escrow Fund, may be created as separate funds or accounts or as subaccounts of the County's General Fund held by the County's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the County shall keep full and complete records indicating the monies and investments credited to each such fund.

(g) Perfection. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the County under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the County under this Section is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 8. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Order, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or commercial bank or trust company for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the County with the Paying Agent/Registrar or commercial bank or trust company for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given, in accordance with this Order. Any money so deposited with the Paying Agent/Registrar or commercial bank or trust company as provided in this Section may at the discretion of the Commissioners Court also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or commercial bank or trust company pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be turned over to the Commissioners Court.

(c) Notwithstanding any provision of any other Section of this Order which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the County shall make proper arrangements to provide and pay for such services as required by this Order.

(d) Notwithstanding anything elsewhere in this Order, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or commercial bank or trust company pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the County retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of the Order authorizing its issuance, the County may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the County and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the County and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the County may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the County whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Bonds duly issued under this Order.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter D of Texas Government Code, Chapter 1201, this Section 9 shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the County or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Order for Bonds issued in conversion and exchange for other Bonds.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The County Judge is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the Comptroller shall be impressed, or placed in

facsimile, on such Certificate. The approving legal opinion of the County's Bond Counsel and the assigned CUSIP numbers may, at the option of the County, be printed on the Bonds issued and delivered under this Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance or other credit enhancement is obtained, the Bonds may bear an appropriate legend.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS. (a) Covenants. The County covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the County covenants as follows:

(1) to use all of the proceeds of the Bonds for the payment of principal, interest and redemption premium on the Refunded Bonds;

(2) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the Refunded Bonds or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Bonds or the Refunded Bonds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the County, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(3) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the Refunded Bonds or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(4) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(5) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(6) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(7) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(8) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the County for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The County understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the County that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the County will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the County agrees to comply with the additional requirements to the extent

necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the County hereby authorizes and directs the Pricing Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the County, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Disposition of Project. The County covenants that the property constituting the projects financed or refinanced with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the County of cash or other compensation, unless the County obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 12. SALE OF BONDS. The Bonds shall be sold and delivered, pursuant to a bond purchase agreement by and between the County and the Underwriter in substantially the form previously approved by the County in connection with refunding bonds at a price and under the terms set forth in the Pricing Certificate. The Pricing Officer is authorized to approve such changes to the bond purchase agreement as necessary in connection with the sale of the Bonds.

Section 13. REMEDIES IN EVENT OF DEFAULT. In addition to all of the rights and remedies provided by the laws of the State of Texas, the County covenants and agrees that in the event of default in payment of principal or interest on any of the Bonds when due, or defaults in the observance or performance of any other of the contracts, covenants, conditions or obligations set forth in this Order or in the Bonds, the following remedies shall be available:

- (a) the Registered Owners shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the County and officials thereof to observe and perform the contracts, covenants, obligations or conditions prescribed in this Order; and
- (b) any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 14. APPROVAL OF OFFICIAL STATEMENT. The Pricing Officer is hereby authorized to approve the Preliminary Official Statement, the Official Statement relating to each Series of the Bonds and any addenda, supplement or amendment thereto, and to deem such

documents final in accordance with Rule 15c2-12. The County further approves the distribution of such Official Statement in the reoffering of the Bonds by the Underwriter in final form, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

Section 15. APPROVAL OF ESCROW AGREEMENT AND TRANSFER OF FUNDS.

The Escrow Agreement by and between the County and _____ as Escrow Agent ("Escrow Agreement") in substantially the form and substance attached hereto as Exhibit "A" is hereby approved, and the Pricing Officer is hereby authorized to complete, amend, modify and execute the Escrow Agreement, as necessary.

Section 16. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT AND BLANKET ISSUER LETTER OF REPRESENTATIONS.

The Paying Agent/Registrar Agreement by and between the County and _____ ("Paying Agent Agreement") in substantially the form and substance attached hereto as Exhibit "B" is hereby approved and the County Judge is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement, as necessary and the County Clerk is authorized and directed to attest such agreement.

Section 17. REFUNDING OF REFUNDED BONDS AND NOTICE OF REDEMPTION.

That concurrently with the delivery of the Bonds, the Pricing Officer shall cause to be deposited an amount from the proceeds of the sale of the Bonds with the Escrow Agent sufficient, together with other legally available funds of the County, to provide for the refunding and defeasance of the Refunded Bonds. The Pricing Officer is further authorized and directed to apply and there is hereby appropriated such moneys of the County as are necessary to fund the Escrow Fund to be established by the Escrow Agreement with amounts sufficient to provide for the defeasance of the Refunded Bonds on the date of delivery of the Bonds. The Pricing Officer is hereby authorized and directed to issue to the Escrow Agent the Notice of Redemption with respect to the Refunded Bonds in substantially the form set forth in Exhibit "C" hereto with such changes and additions as necessary to conform to the Pricing Certificate.

Section 18. NOTICE TO PAYING AGENT. The Refunded Obligations shall be called for redemption pursuant to the Pricing Certificate, and the Pricing Officer is hereby authorized to direct the respective paying agents for the Refunded Obligations to make appropriate arrangements so that such Refunded Bonds may be redeemed on the respective redemption dates pursuant to the Pricing Certificate. A copy of such notice of redemption shall be delivered to the respective paying agents so mentioned in the notices.

Section 19. CONTINUING DISCLOSURE UNDERTAKING FOR BONDS SOLD PRIOR TO DECEMBER 1, 2010. For all Bonds sold prior to December 1, 2010, the following continuing disclosure undertaking shall apply:

(a) Annual Reports. The County shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of any fiscal year, financial information and operating data with respect to the County as determined by the Pricing Officer at the time the Bonds are sold. The Pricing Certificate shall specify such financial information and operating data of the general type included in the final Official Statement authorized by Section 14 of this Order, being the information described in Exhibit "D" hereto. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "D" hereto, or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the County shall provide unaudited financial statements within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the County changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(b) Material Event Notices. The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if material within the meaning of the federal securities laws;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to

the tax-exempt status of the Bonds, or other events affecting the tax-exempt status of the Bonds

- G. Modifications to rights of holders of the Bonds, if material within the meaning of the federal securities laws;
- H. Bond calls, if material within the meaning of the federal securities laws;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;
- K. Rating changes;
- L. Bankruptcy, insolvency, receivership or similar event of the County;
- M. The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and
- N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws.

The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the County in any event will give notice of any deposit made in accordance with Section 8 of this Order that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly

agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall comprise a breach of or default under this Order for purposes of any other provision of this Order.

Should the Rule be amended to obligate the County to make filings with or provide notices to entities other than the MSRB, the County hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this

sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 20. CONTINUING DISCLOSURE UNDERTAKING FOR BONDS SOLD ON OR AFTER DECEMBER 1, 2010. Notwithstanding the continuing disclosure provisions set forth in Section 19 hereof, for all Bonds sold on or after December 1, 2010, the continuing disclosure undertaking set forth in Section 19 shall be of no force and effect with respect to such Bonds and the following continuing disclosure undertaking shall apply:

(a) **Annual Reports.** To the extent that such financial information and operating data is reasonably obtainable under generally acceptable accounting principles applicable to the County, as modified by the laws of the State of Texas and the rules and regulations of the Comptroller of Public Accounts of the State of Texas, the County shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of each fiscal year, financial information and operating data with respect to the County, as determined by the Pricing Officer at the time the Bonds are sold. The Pricing Certificate shall specify the financial information and operating data to be provided pursuant to this Section. In the event that financial information and operating data of such general type is not reasonably available, financial information and operating data will be provided as prescribed by the applicable accounting principles and the governing laws, rules, and regulations applicable to the County. The undertaking of the County contained in the preceding sentence may be modified by the Pricing Officer in the Pricing Certificate upon advice of counsel. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "D" hereto, as may be modified in the Pricing Certificate, and (2) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided within the required period, then the County shall provide unaudited financial statements for the applicable fiscal year to the MSRB, in an electronic format as prescribed by the MSRB, and shall file audited financial statements when and if audited financial statements become available. If audited financial statements are not prepared for any fiscal year and audited financial statements are prepared with respect to the State of Texas for such fiscal year, the County shall provide, or cause to be provided, the audited financial statements of the State of Texas for the applicable fiscal year to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of said fiscal year or as soon thereafter as such audited financial statements become available from the State Auditor of the State of Texas. Any such audited financial statements of the State of Texas so provided shall be prepared in accordance with generally accepted accounting principles for state governments, as such principles may be changed from time to time to comply with state law.

If the County changes the fiscal year, the County will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this subsection may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this subsection shall be accompanied by identifying information as prescribed by the MSRB.

(b) Material Event Notices. The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if material within the meaning of the federal securities laws;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other events affecting the tax-exempt status of the Bonds;
- G. Modifications to rights of holders of the Bonds, if material within the meaning of the federal securities laws;
- H. Bond calls, if material within the meaning of the federal securities laws;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;
- K. Rating changes;
- L. Bankruptcy, insolvency, receivership or similar event of the County;
- M. The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a

definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and

N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws.

The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with this subsection by the time required. All documents provided to the MSRB pursuant to this subsection shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the County in any event will give the notice required by this Order of any Bond calls and defeasance that cause the Bonds to be no longer outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices that it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition, or prospects relating to the Financing System or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

Should the Rule be amended to obligate the County to make filings with or provide notices to entities other than the MSRB, the County hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The County may also amend or repeal the provisions of this continuing disclosure requirement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds.

Section 21. AMENDMENT OF ORDER. The County hereby reserves the right to amend this Order subject to the following terms and conditions, to-wit:

(a) The County may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Order in order to (i) cure any ambiguity, defect or omission in this Order that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Order and that shall not materially adversely affect the interests of the holders, (iv) qualify this Order under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Order as shall not be inconsistent with the provisions of this Order and that shall not in the opinion of the County's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then Outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the County; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then Outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Order or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the Outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the Outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any Outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on Outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the County shall desire to amend this Order under this Section, the County shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the County for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the County shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then Outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the County may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Order pursuant to the provisions of this Section, this Order shall be deemed to be modified and amended in accordance with such amendatory Order, and the respective rights, duties, and obligations of the County and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the County, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then Outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

Section 22. NO RECOURSE AGAINST COUNTY OFFICIALS. No recourse shall be had for the payment of principal of or interest on the Bonds or for any claim based thereon or on this Order against any official of the County or any person executing any Bonds.

Section 23. FURTHER ACTIONS. The officers and employees of the County are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Bond Purchase Agreement, the Escrow Agreement and the Official Statement. In addition, prior to the initial delivery of the Bonds, the County Judge, the County Clerk, the County Treasurer, the Financial Advisor, the County Attorney, and Bond Counsel are hereby authorized and directed to approve any changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and as described in the Official Statement or (ii) obtain the approval of the Bonds by the Texas Attorney General's office. Bond Counsel is authorized to insert into the Pricing Certificate any necessary provisions required by the Bond Insurer and agreed to by the Pricing Officer.

In case any officer of the County whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 24. INTERPRETATIONS. All terms defined herein and all pronouns used in this Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge to secure the payment of the Bonds.

Section 25. INCONSISTENT PROVISIONS. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Order are hereby repealed to the extent of such conflict and the provisions of this Order shall be and remain controlling as to the matters contained herein.

Section 26. INTERESTED PARTIES. Nothing in this Order expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the County and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Order or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Order contained by and on behalf of the County shall be for the sole and exclusive benefit of the County and the registered owners of the Bonds.

Section 27. SEVERABILITY. The provisions of this Order are severable; and in case any one or more of the provisions of this Order or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Order nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 28. REPEALER. All orders and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 29. PAYMENT OF ATTORNEY GENERAL FEE. The County hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the County's staff is hereby instructed to take the necessary measures to make this payment. The County is also authorized to reimburse the appropriate County funds for such payment from proceeds of the Bonds.

EXHIBIT A
ESCROW AGREEMENT

EXHIBIT B

PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT C

NOTICES OF REDEMPTION/DEFEASANCE⁽¹⁾

WILLIAMSON COUNTY, TEXAS UNLIMITED TAX ROAD BONDS, SERIES 2001

NOTICE IS HEREBY GIVEN that Williamson County, Texas ("County") has defeased and called for redemption the following obligations of the County (the "Bonds"):

<u>Maturity</u> <u>February 15</u>	<u>Redemption</u> <u>Date</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>Numbers*</u>
2012		\$45,000	5.500%	969887
2013		\$50,000	5.500%	969887
2014		\$55,000	5.500%	969887
2015		\$55,000	5.500%	969887
2016		\$60,000	5.500%	969887
2017		\$60,000	5.500%	969887
2018		\$65,000	5.500%	969887
2019		\$70,000	5.500%	969887
2020		\$75,000	5.500%	969887
2021		\$90,000	5.500%	969887
2022		\$95,000	5.500%	969887
2026		\$430,000	5.125%	969887

The redemption price for the above Bonds is par plus accrued interest to _____, 20____, the date fixed for redemption. Such Bonds shall be redeemed and shall no longer bear interest after _____, 20____. The redemption price for such Bonds shall be paid upon presentation to The Bank of New York Mellon Trust Company, N.A., the Paying Agent, at its principal payment office in Dallas, Texas.

First Class/Registered/Certified Mail

The Bank of New York Mellon
Trust Company, N.A.
Institutional Trust Services
P.O. Box 2320
Dallas, Texas 75221-2320

By Overnight or Courier

The Bank of New York Mellon
Trust Company, N.A.
Institutional Trust Services
2001 Bryan Street, 9th Floor
Dallas, Texas 75201

By Hand

The Bank of New York Mellon
Trust Company, N.A.
GIS Unit Trust Window
4 New York Plaza, 1st Floor
New York, NY 10004

In compliance with section 3406 of the Internal Revenue Code of 1986, as amended, payors making certain payments due on debt securities may be obligated to deduct and withhold 28% of such payment from the remittance to any payee who has failed to provide such payor with a valid taxpayer identification number. To avoid the imposition of this withholding tax, such payees should submit a certified taxpayer identification number when surrendering the Bonds for redemption.

*The CUSIP Numbers have been assigned to this issue by the CUSIP Service Bureau and are included solely for the convenience of the owners of the Bonds. The County shall not be responsible for the selection or the correctness of the CUSIP numbers set forth herein.

WILLIAMSON COUNTY, TEXAS

⁽¹⁾ To be finalized in accordance with the terms of the Pricing Certificate of each Series.

**WILLIAMSON COUNTY, TEXAS
GENERAL OBLIGATION AND REFUNDING BONDS,
SERIES 2001A**

NOTICE IS HEREBY GIVEN that Williamson County, Texas ("County") has defeased and called for redemption the following obligations of the County (the "Bonds"):

<u>Maturity</u> <u>February 15</u>	<u>Redemption</u> <u>Date</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>Numbers*</u>
2012		\$450,000	4.800%	969887
2013		\$505,000	4.900%	969887
2014		\$10,000	5.000%	969887
2015		\$10,000	5.125%	969887
2016		\$10,000	5.125%	969887
2017		\$10,000	5.250%	969887
2018		\$10,000	5.300%	969887
2019		\$10,000	5.375%	969887
2020		\$10,000	5.375%	969887
2021		\$20,000	5.375%	969887
2026		\$130,000	5.375%	969887

The redemption price for the above Bonds is par plus accrued interest to _____, 20____, the date fixed for redemption. Such Bonds shall be redeemed and shall no longer bear interest after _____, 20____. The redemption price for such Bonds shall be paid upon presentation to The Bank of New York Mellon Trust Company, N.A., the Paying Agent, at its principal payment office in Dallas, Texas.

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Dallas, Texas 75201

By Hand

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Trust Company, N.A.
GIS Unit Trust Window
4 New York Plaza, 1st Floor
New York, NY 10004

In compliance with section 3406 of the Internal Revenue Code of 1986, as amended, payors making certain payments due on debt securities may be obligated to deduct and withhold 28% of such payment from the remittance to any payee who has failed to provide such payor with a valid taxpayer identification number. To avoid the imposition of this withholding tax, such payees should submit a certified taxpayer identification number when surrendering the Bonds for redemption.

*The CUSIP Numbers have been assigned to this issue by the CUSIP Service Bureau and are included solely for the convenience of the owners of the Bonds. The County shall not be responsible for the selection or the correctness of the CUSIP numbers set forth herein.

WILLIAMSON COUNTY, TEXAS

**WILLIAMSON COUNTY, TEXAS
LIMITED TAX GENERAL OBLIGATION BONDS,
SERIES 2002A**

NOTICE IS HEREBY GIVEN that Williamson County, Texas ("County") has defeased and called for redemption the following obligations of the County (the "Bonds"):

<u>Maturity</u> <u>February 15</u>	<u>Redemption</u> <u>Date</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>Numbers*</u>
2012		\$330,000	4.400%	969887
2013		\$345,000	4.500%	969887
2014		\$360,000	4.625%	969887
2015		\$375,000	4.750%	969887
2016		\$395,000	4.800%	969887
2017		\$415,000	4.875%	969887
2018		\$435,000	5.000%	969887
2019		\$455,000	5.000%	969887

The redemption price for the above Bonds is par plus accrued interest to _____, 20____, the date fixed for redemption. Such Bonds shall be redeemed and shall no longer bear interest after _____, 20____. The redemption price for such Bonds shall be paid upon presentation to The Bank of New York Mellon Trust Company, N.A., the Paying Agent, at its principal payment office in Dallas, Texas.

First Class/Registered/Certified Mail

The Bank of New York Mellon
Trust Company, N.A.
Institutional Trust Services
P.O. Box 2320
Dallas, Texas 75221-2320

By Overnight or Courier

The Bank of New York Mellon
Trust Company, N.A.
Institutional Trust Services
2001 Bryan Street, 9th Floor
Dallas, Texas 75201

By Hand

The Bank of New York Mellon
Trust Company, N.A.
GIS Unit Trust Window
4 New York Plaza, 1st Floor
New York, NY 10004

In compliance with section 3406 of the Internal Revenue Code of 1986, as amended, payors making certain payments due on debt securities may be obligated to deduct and withhold 28% of such payment from the remittance to any payee who has failed to provide such payor with a valid taxpayer identification number. To avoid the imposition of this withholding tax, such payees should submit a certified taxpayer identification number when surrendering the Bonds for redemption.

*The CUSIP Numbers have been assigned to this issue by the CUSIP Service Bureau and are included solely for the convenience of the owners of the Bonds. The County shall not be responsible for the selection or the correctness of the CUSIP numbers set forth herein.

WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY, TEXAS
PASS-THROUGH TOLL REVENUE AND LIMITED TAX BONDS,
SERIES 2006

NOTICE IS HEREBY GIVEN that Williamson County, Texas ("County") has defeased and called for redemption the following obligations of the County (the "Bonds"):

<u>Maturity</u> <u>February 15</u>	<u>Redemption</u> <u>Date</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>Numbers*</u>
2012		\$1,230,000	4.000%	969887
2013		\$1,280,000	4.000%	969887
2014		\$1,335,000	4.000%	969887
2015		\$1,390,000	4.125%	969887
2016		\$1,445,000	4.125%	969887
2017		\$1,505,000	4.000%	969887
2018		\$1,570,000	4.000%	969887
2019		\$1,635,000	4.125%	969887
2020		\$1,705,000	4.250%	969887
2021		\$1,775,000	4.250%	969887
2022		\$1,860,000	5.000%	969887
2023		\$1,955,000	5.000%	969887
2024		\$2,055,000	5.000%	969887
2025		\$2,165,000	5.000%	969887
2026		\$2,270,000	4.400%	969887

The redemption price for the above Bonds is par plus accrued interest to _____, 20____, the date fixed for redemption. Such Bonds shall be redeemed and shall no longer bear interest after _____, 20____. The redemption price for such Bonds shall be paid upon presentation to The Bank of New York Mellon Trust Company, N.A., the Paying Agent, at its principal payment office in Dallas, Texas.

First Class/Registered/Certified Mail

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Trust Company, N.A.
Institutional Trust Services
P.O. Box 2320
Dallas, Texas 75221-2320

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New York, NY 10004

In compliance with section 3406 of the Internal Revenue Code of 1986, as amended, payors making certain payments due on debt securities may be obligated to deduct and withhold 28% of such payment from the remittance to any payee who has failed to provide such payor with a valid taxpayer identification number. To avoid the imposition of this withholding tax, such payees should submit a certified taxpayer identification number when surrendering the Bonds for redemption.

*The CUSIP Numbers have been assigned to this issue by the CUSIP Service Bureau and are included solely for the convenience of the owners of the Bonds. The County shall not be responsible for the selection or the correctness of the CUSIP numbers set forth herein.

WILLIAMSON COUNTY, TEXAS

EXHIBIT D

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

Accounting Principles

The accounting principles of the County relating to funds and account groups will conform to generally accepted accounting principles (GAAP) as applied to governmental entities.

ESCROW AGREEMENT

Williamson County, Texas Limited Tax Refunding Bonds, Series 2010

THIS ESCROW AGREEMENT, dated as of _____, 2010 (herein, together with any amendments or supplements hereto, called the "Agreement"), entered into by and between Williamson County, Texas (the "Issuer") and _____, _____, Texas, as escrow agent (together with any successor in such capacity, the "Escrow Agent").

W I T N E S S E T H:

WHEREAS, the Issuer heretofore issued and there presently remain outstanding the obligations (the "Refunded Obligations") described in the verification report of _____ (the "Report") relating to the Refunded Obligations, attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the Refunded Obligations are scheduled to mature in such years, bear interest at such rates, and be payable at such times and in such amounts as are set forth in the Report; and

WHEREAS, when firm banking arrangements have been made for the payment of principal and interest to the maturity or redemption dates of the Refunded Obligations, then the Refunded Obligations shall no longer be regarded as outstanding except for the purposes of receiving payment from the funds provided for such purpose and Issuer's right to call such Refunded Obligations for redemption in accordance with the provisions of the resolution, order or ordinance authorizing their issuance upon compliance with the provisions of Texas law; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207"), authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with an eligible institution, including any place of payment (paying agent) for any of the Refunded Obligations, and such deposit, if made before such payment dates and in sufficient amounts, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, Chapter 1207 further authorizes the Issuer to enter into an escrow agreement with any such eligible institution for any of the Refunded Obligations with respect to the safekeeping, investment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such institution may agree, provided that such deposits may be invested only in obligations authorized by Chapter 1207, and which shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment of principal and interest on the Refunded Obligations when due; and

WHEREAS, this Agreement constitutes an escrow agreement of the kind authorized and required by said Chapter 1207; and

WHEREAS, The Bank of New York Mellon Trust Company, N.A. is the paying agent for the Refunded Obligations; and

WHEREAS, Chapter 1207 makes it the duty of the Escrow Agent to comply with the terms of this Agreement and timely make available to the other places of payment (paying agents) for the Refunded Obligations the amounts required to provide for the payment of the principal of and interest on such obligations when due, and in accordance with their terms, but solely from the funds, in the manner, and to the extent provided in this Agreement; and

WHEREAS, the Issuer's Limited Tax Refunding Bond, Series 2010 (the "Refunding Obligations") have been issued, sold and delivered for the purpose, among others, of obtaining the funds required to provide for the payment of the principal of the Refunded Obligations at their respective maturity dates or dates of redemption and the interest thereon to such dates as set forth in the Report; and

WHEREAS, the Issuer desires that, concurrently with the delivery of the Refunding Obligations to the purchasers thereof, certain proceeds of the Refunding Obligations, together with certain other available funds of the Issuer, if applicable, shall be applied to purchase certain direct obligations of the United States of America hereinafter defined as the "Escrowed Securities" for deposit to the credit of the Escrow Fund created pursuant to the terms of this Agreement and to establish a beginning cash balance (if needed) in such Escrow Fund; and

WHEREAS, the Escrowed Securities shall mature and the interest thereon shall be payable at such times and in such amounts so as to provide moneys which, together with cash balances from time to time on deposit in the Escrow Fund, will be sufficient to pay interest on the Refunded Obligations as it accrues and becomes payable and the principal of the Refunded Obligations on their respective maturity dates or dates of redemption; and

WHEREAS, to facilitate the receipt and transfer of proceeds of the Escrowed Securities, particularly those in book entry form, the Issuer desires to establish the Escrow Fund at the principal corporate trust office of the Escrow Agent; and

WHEREAS, the Escrow Agent is herein also referred to as the "Paying Agent," and any paying agent for the Refunded Obligations, acting through the Escrow Agent, is also a party to this Agreement, as a paying agent for the Refunded Obligations to acknowledge their acceptance of the terms and provisions of this Agreement in such capacity.

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, the sufficiency of which are hereby acknowledged, and in order to secure the full and timely payment of principal of and the interest on the Refunded Obligations, the Issuer and the Escrow Agent mutually undertake, promise, and agree for themselves and their respective representatives and successors, as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless the context clearly indicates otherwise, the following terms shall have the meanings assigned to them below when they are used in this Agreement:

"Code" means the Internal Revenue Code of 1986, as amended, or to the extent applicable the Internal Revenue Code of 1954, together with any other applicable provisions of any successor federal income tax laws.

"Escrow Fund" means the fund created by this Agreement to be administered by the Escrow Agent pursuant to the provisions of this Agreement.

"Escrowed Securities" means the direct noncallable, not pre-payable United States Treasury obligations and obligations the due timely payment of which is unconditionally guaranteed by the United States of America described in the Report or cash or other direct obligations of the United States of America substituted therefor pursuant to Article IV of this Agreement.

"Paying Agent" means The Bank of New York Mellon Trust Company, N.A. acting in its capacity as paying agent for the Refunded Obligations.

Section 1.02. Other Definitions. The terms "Agreement," "Issuer," "Escrow Agent," "Paying Agent," "Refunded Obligations," "Refunding Obligations," and "Report" when they are used in this Agreement, shall have the meanings assigned to them in the preamble to this Agreement.

Section 1.03. Interpretations. The titles and headings of the articles and sections of this Agreement have been inserted for convenience and reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Refunded Obligations in accordance with applicable law.

ARTICLE II

DEPOSIT OF FUNDS AND ESCROWED SECURITIES

Section 2.01. Deposits in the Escrow Fund. Concurrently with the sale and delivery of the Refunding Obligations the Issuer shall deposit, or cause to be deposited, with the Escrow Agent, for deposit in the Escrow Fund, the funds and Escrowed Securities described in the Report, and the Escrow Agent shall, upon the receipt thereof, acknowledge such receipt to the Issuer in writing.

ARTICLE III

CREATION AND OPERATION OF ESCROW FUND

Section 3.01. Escrow Fund. The Escrow Agent has created on its books a special trust fund and irrevocable escrow to be known as the Issuer's Refunded Obligations Escrow Fund, Series 2010 (the "Escrow Fund"). The Escrow Agent hereby agrees that upon receipt thereof it will irrevocably deposit to the credit of the Escrow Fund the funds and the Escrowed Securities described in the Report. Such deposit, all proceeds therefrom, and all cash balances from time to time on deposit therein (a) shall be the property of the Escrow Fund, (b) shall be applied only in strict conformity with the terms and conditions of this Agreement, and (c) are hereby irrevocably pledged to the payment of the principal of and interest on the Refunded Obligations, which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.02 hereof. When the final transfers have been made for the payment of such principal of and interest on the Refunded Obligations on their respective maturity dates or dates of redemption, any balance then remaining in the Escrow Fund shall be transferred to the Issuer, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.02. Payment of Principal and Interest. The Escrow Agent is hereby irrevocably instructed to transfer from the cash balances from time to time on deposit in the Escrow Fund, the amounts required to pay the principal of the Refunded Obligations at their respective maturity dates or dates of redemption and interest thereon to such maturity dates or dates of redemption in the amounts and at the times shown in the Report.

Section 3.03. Sufficiency of Escrow Fund. The Issuer represents that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide moneys for transfer to the Paying Agent at the times and in the amounts required to pay the interest on the Refunded Obligations at their respective maturity dates or dates of redemption as such interest comes due and the principal of the Refunded Obligations at their respective maturity dates or dates of redemption as the Refunded Obligations mature, all as more fully set forth in the Report. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by the Paying Agent for the Refunded Obligations to make the payments set forth in Section 3.02 hereof, the Issuer shall timely deposit in the Escrow Fund, from any funds that are lawfully available therefor, additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be given as promptly as practicable as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the Issuer's failure to make additional deposits thereto.

Section 3.04. Trust Fund. The Escrow Agent shall hold at all times the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund, wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow

Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund shall always be maintained by the Escrow Agent as trust funds for the benefit of the owners of the Refunded Obligations; and a special account thereof shall at all times be maintained on the books of the Escrow Agent. The owners of the Refunded Obligations shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof, and all other assets of the Escrow Fund to which they are entitled as owners of the Refunded Obligations. The amounts received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the Issuer, and the Escrow Agent shall have no right to title with respect thereto except as a constructive trustee and Escrow Agent under the terms of this Agreement. The amounts received by the Escrow Agent under this Agreement shall not be subject to warrants, drafts or checks drawn by the Issuer or, except to the extent expressly herein provided, by the Paying Agent.

Section 3.05. Security for Cash Balances. Cash balances from time to time on deposit in the Escrow Fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a pledge of direct obligations of, or obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

ARTICLE IV

LIMITATION ON INVESTMENTS

Section 4.01. Except as provided in Sections 3.02, 4.02, 4.03 and 4.04 hereof, the Escrow Agent shall not have any power or duty to invest or reinvest any money held hereunder, or to make substitutions of the Escrowed Securities, or to sell, transfer or otherwise dispose of the Escrowed Securities.

Section 4.02. Reinvestment of Certain Cash Balances in Escrow by Escrow Agent. In addition to the Escrowed Securities listed in the Report, the Escrow Agent shall reinvest cash balances shown in the Report in United States Treasury Obligations - State and Local Government Series with an interest rate equal to zero percent (0%) to the extent such Obligations are available from the Department of the Treasury. All such re-investments shall be made only from the portion of cash balances derived from the maturing principal of and interest on Escrowed Securities that are United States Treasury Certificates of Indebtedness, Notes or Bonds - State and Local Government Series. All such re-investments shall be acquired on and shall mature on the dates shown on the Report.

Section 4.03. Substitutions and Reinvestments. At the discretion of the Issuer, the Escrow Agent shall reinvest cash balances representing receipts from the Escrowed Securities, make substitutions of the Escrowed Securities or redeem the Escrowed Securities and reinvest the proceeds thereof or hold such proceeds as cash, together with other moneys or securities held in the Escrow Fund provided that the Issuer delivers to the Escrow Agent the following:

(1) an opinion by an independent certified public accountant that after such substitution or reinvestment the principal amount of the securities in the Escrow Fund (which shall be noncallable, not pre-payable direct obligations of the United States of America), together with the interest thereon and other available moneys, will be sufficient to pay, without further investment or reinvestment, as the same become due in accordance with the Report, the principal of, interest on and premium, if any, on the Refunded Obligations which have not previously been paid, and

(2) an unqualified opinion of nationally recognized municipal bond counsel to the effect that (a) such substitution or reinvestment will not cause the Refunded Obligations to be "arbitrage bonds" within the meaning of Section 103 of the Code or the regulations thereunder in effect on the date of such substitution or reinvestment, or otherwise make the interest on the Refunded Obligations subject to federal income taxation, and (b) such substitution or reinvestment complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Refunded Obligations.

The Escrow Agent shall have no responsibility or liability for loss or otherwise with respect to investments made at the direction of the Issuer.

Section 4.04. Substitution for Escrowed Securities. Concurrently with the initial deposit by the Issuer with the Escrow Agent, but not thereafter, the Issuer, at its option, may substitute cash or non-interest bearing direct noncallable and not pre-payable obligations of the United States Treasury (i.e., Treasury obligations which mature and are payable in a stated amount on the maturity date thereof, and for which there are no payments other than the payment made on the maturity date) (the "Substitute Obligations") for non-interest bearing Escrowed Securities, if any, but only if such Substitute Obligations

- (a) are in an amount, and/or mature in an amount, which is equal to or greater than the amount payable on the maturity date of the obligation listed in the Report for which such Substitute Obligation is substituted,
- (b) mature on or before the maturity date of the obligation listed in the Report for which such Substitute Obligation is substituted, and
- (c) produce the amount necessary to pay the interest on and principal of the Refunded Obligations, as set forth in the Report, as verified by a certified public accountant or a firm of certified public accountants.

If, concurrently with the initial deposit by the Issuer with the Escrow Agent, any such Substitute Obligations are so substituted for any Escrowed Securities, the Issuer may, at any time thereafter, substitute for such Substitute Obligations the same Escrowed Securities for which such Substitute Obligations originally were substituted.

Section 4.05. Arbitrage. The Issuer hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Escrowed Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Refunding Obligations or Refunded Obligations to be an "arbitrage bond" within the meaning of the Code.

ARTICLE V

APPLICATION OF CASH BALANCES

Section 5.01. In General. Except as provided in Sections 3.02, 4.02, 4.03 and 4.04 hereof, no withdrawals, transfers, or reinvestment shall be made of cash balances in the Escrow Fund.

ARTICLE VI

RECORDS AND REPORTS

Section 6.01. Records. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the Issuer and the owners of the Refunded Obligations.

Section 6.02. Reports. While this Agreement remains in effect, the Escrow Agent annually shall prepare and send to the Issuer a written report summarizing all transactions relating to the Escrow Fund during the preceding year, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund for payments on the Refunded Obligations or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

ARTICLE VII

CONCERNING THE PAYING AGENT AND ESCROW AGENT

Section 7.01. Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

Section 7.02. Limitation on Liability. The liability of the Escrow Agent to transfer funds for the payment of the principal of and interest on the Refunded Obligations shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, neither the Escrow Agent nor the Paying Agent shall have any liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligors of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the Issuer as promptly as practicable of any such occurrence.

The recitals herein and in the proceedings authorizing the Refunding Obligations shall be taken as the statements of the Issuer and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the proceedings authorizing the Refunding Obligations or the Refunded Obligations and is not responsible for nor bound by any of the provisions thereof (except as a place of payment and paying agent and/or a Paying Agent/-Registrar therefor). In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Agreement.

The Escrow Agent makes no representations as to the value, conditions or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the Issuer thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

It is the intention of the parties hereto that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its negligence or willful misconduct.

Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the Issuer with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund, to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own willful misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the Issuer or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the Issuer at any time.

Section 7.03. Compensation. (a) Concurrently with the sale and delivery of the Refunding Obligations, the Issuer shall pay to the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Agreement, the amount set forth in Exhibit C attached hereto, the sufficiency of which is hereby acknowledged by the Escrow Agent. In the event that the Escrow Agent is requested to perform any extraordinary services hereunder, the Issuer hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services, and the Escrow Agent hereby agrees to look only to the Issuer for the payment of such fees and reimbursement of such expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

(b) The Bank of New York Mellon Trust Company, N.A., is the place of payment (paying agent) for the Refunded Obligations. Concurrently with the sale and delivery of the Refunding Obligations, the Issuer shall pay to the Paying Agent, the sum of \$_____, the sufficiency of which is hereby acknowledged by The Bank of New York Mellon Trust Company, N.A., for all future paying agency services with respect to the Refunded Obligations; and The Bank of New York Mellon Trust Company, N.A., warrants that such sum is sufficient for such purpose.

Section 7.04. Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation or law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the Issuer, by appropriate action, promptly shall appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the Issuer within 60 calendar days, a successor may be appointed by the owners of a majority in principal amount of the Refunded Obligations then outstanding by an instrument or instruments in writing filed with the Issuer, signed by such owners or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the owner of any Refunded Obligation may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be a corporation organized and doing business under the laws of the United States or the State of Texas, authorized under such laws to exercise corporate trust powers, authorized under Texas law to act as an escrow agent, having its principal office and place of business in the State of Texas, having a combined capital and surplus of at least \$5,000,000 and subject to the supervision or examination by Federal or State authority.

Any successor Escrow Agent shall execute, acknowledge and deliver to the Issuer and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties.

The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the trust hereby created by giving not less than sixty (60) days' written notice to the Issuer and publishing notice thereof, specifying the date when such resignation will take effect, in a newspaper printed in the English language and with general circulation in New York, New York, such publication to be made once at least three (3) weeks prior to the date when the resignation is to take effect. No such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the owners of the Refunded Obligations or by the Issuer as herein provided and such successor Escrow Agent shall be a paying agent for the Refunded Obligations and shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

Under any circumstances, the Escrow Agent shall pay over to its successor Escrow Agent proportional parts of the Escrow Agent's fee and, if applicable, its Paying Agent's fee hereunder.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Notice. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed to the Issuer or the Escrow Agent at the address shown on Exhibit "B" attached hereto. The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) calendar days prior notice thereof. Prior written notice of any amendment to this Agreement contemplated pursuant to Section 8.08 and immediate written notice of any incidence of a severance pursuant to Section 8.04 shall be sent to Moody's Investors Service, Attn: Public Finance Rating Desk/Refunded Bonds, 99 Church Street, New York, New York 10007 and Standard & Poor's Corporation, Attn: Municipal Bond Department, 25 Broadway, New York, New York 10004.

Section 8.02. Termination of Responsibilities. Upon the taking of all the actions as described herein by the Escrow Agent, the Escrow Agent shall have no further obligations or responsibilities hereunder to the Issuer, the owners of the Refunded Obligations or to any other person or persons in connection with this Agreement.

Section 8.03. Binding Agreement. This Agreement shall be binding upon the Issuer and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the owners of the Refunded Obligations, the Issuer, the Escrow Agent and their respective successors and legal representatives.

Section 8.04. Severability. In case 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 provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 8.05. Texas Law Governs. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 8.06. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

Section 8.07. Effective date of Agreement. This Agreement shall be effective upon receipt by the Escrow Agent of the funds described in the Report and the Escrowed Securities, together with the specific sums stated in subsections (a) and (b) of Section 7.03 for Escrow Agent and paying agency fees, expenses, and services.

Section 8.08. Amendments. This Agreement shall not be amended except to cure any ambiguity or formal defect or omission in this Agreement. No amendment shall be effective unless the same shall be in writing and signed by the parties thereto. No such amendment shall adversely affect the rights of the holders of the Refunded Obligations.

[The Remainder of This Page is Intentionally Left Blank]

EXECUTED as of the date first written above.

WILLIAMSON COUNTY, TEXAS

By _____
Pricing Officer

By _____
Authorized Signatory

EXHIBIT "A"

VERIFICATION REPORT

(Omitted Intentionally - Please See Separate Tab of this Transcript)

EXHIBIT "B"

ADDRESSES OF THE ISSUER AND THE ESCROW AGENT

Issuer

Williamson County
301 S.E. Inner Loop, Ste. 109
Georgetown, TX 78626
Attention: County Judge

Escrow Agent

EXHIBIT "C"

ESCROW AGENT FEE SCHEDULE

Please see attached

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT entered into as of _____, 2010 (this "Agreement"), by and between Williamson County, Texas (the "Issuer"), and _____ of _____, Texas, a banking corporation duly organized and existing under the laws of the United States of America (the "Bank").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its \$ _____ Williamson County, Texas Limited Tax Refunding Bonds, Series 2010, (the "Securities"), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon; and

WHEREAS, the Securities are scheduled to be delivered to the initial purchasers thereof on or about _____, 2010; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on the Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment.

The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the "Orders" (hereinafter defined).

The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of the Securities and with respect to the transfer and exchange thereof as provided herein and in the "Orders."

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02. Compensation.

As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for political subdivisions, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

**ARTICLE TWO
DEFINITIONS**

Section 2.01. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means the date on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Bank Office" means the designated office for payment of the Bank as indicated on the signature page hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Fiscal Year" means the fiscal year of the Issuer, ending September 30.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Issuer Request" and "Issuer Resolution" means a written request or resolution signed in the name of the Issuer by the System Representative, as defined in the Resolution, any one or more of said officials, delivered to the Bank.

"Legal Holiday" means a day on which the Bank is required or authorized to be closed.

"Orders" means collectively, the separate Orders of the governing body of the Issuer pursuant to which each series of the Securities are issued, certified by the County Clerk or any other officer of the Issuer and delivered to the Bank.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Resolution).

"Redemption Date" when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of the Resolution.

"Responsible Officer" when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Securities.

"Stated Maturity" means the date specified in the Resolution on which the principal of a Security is scheduled to be due and payable.

Section 2.02. Other Definitions.

The terms "Bank," Issuer," and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01. Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States Mail, first-class postage prepaid, on each payment date, to the Holders of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Principal and interest payments made pursuant to this Section 3.01 shall be made by wire transfer.

Section 3.02. Payment Dates.

The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Resolution.

Section 3.03 Reporting Requirements.

To the extent required by the Internal Revenue Code of 1986, as amended, or the Treasury Regulations, the Bank shall report to or cause to be reported to the Holders and the Internal Revenue Service the amount of interest paid or the amount treated as interest accrued on the Securities which is required to be reported by the Holders on their returns of federal income tax.

ARTICLE FOUR REGISTRAR

Section 4.01. Security Register - Transfers and Exchanges.

The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register"), and, if the Bank Office is located outside the State of Texas, a copy of such books and records shall be kept in the State of Texas, for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and

subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank also agrees to keep a copy of the Security Register within the State of Texas. All transfers, exchanges and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Certificates.

The Issuer shall provide an adequate inventory of printed Securities certificates to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities certificates will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities certificates in safekeeping, which shall be not less than the level of care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that it maintains for its own securities.

Section 4.03. Form of Security Register.

The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Security Holders.

The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order or other notice of a legal proceeding and prior to the release or disclosure of any of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the same or such release or disclosure of the contents of the Security Register.

Section 4.05. Return of Cancelled Certificates.

The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06. Mutilated, Destroyed, Lost or Stolen Securities.

The Issuer hereby instructs the Bank, subject to the applicable provisions of the Resolution, to deliver and issue Securities certificates in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities certificates as long as the same does not result in an overissuance.

In case any Security shall be mutilated, or destroyed, lost or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed lost or stolen Security, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost or stolen.

Section 4.07. Transaction Information to Issuer.

The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities certificates it has paid pursuant to Section 3.01, Securities certificates it has delivered upon the transfer or exchange of any Securities certificates pursuant to Section 4.01, and Securities certificates it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities certificates pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01. Duties of Bank.

The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the securities in the manner disclosed in the closing memorandum approved by the Issuer as prepared by the Issuer's financial advisor or other agent. The Bank may act on a facsimile transmission of the closing memorandum to be followed by an original of the closing memorandum signed by the financial advisor or the Issuer.

Section 5.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proven that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities certificates containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

(e) The Bank may consult with legal counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon, provided that any such written advice or opinion is supplied to the Issuer by the Bank.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.03. Recitals of Issuer.

The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04. May Hold Securities.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05. Moneys Held by Bank.

The Bank shall deposit any moneys received from the Issuer into a segregated account to be held by the Bank solely for the benefit of the owners of the Securities to be used solely for the payment of the Securities, with such moneys in the account that exceed the deposit insurance available to the Issuer by the Federal Deposit Insurance Corporation, to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas to secure and be pledged as collateral for such accounts until the principal and interest on such securities have been presented for payment and paid to the owner thereof. Payments made from such account shall be made by check drawn on such account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

Subject to the Unclaimed Property Law of the State of Texas, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after the final maturity of the Security has become due and payable will be paid by the Bank to the Issuer if the Issuer so elects, and the Holder of such Security shall hereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such monies shall thereupon cease. If the Issuer does not elect, the Bank is directed to report and dispose of the funds in compliance with Title Six of the Texas Property Code, as amended.

Section 5.06. Indemnification.

To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on the Bank's part, arising out of or in connection with the Bank's acceptance or administration of its duties hereunder, including the cost and expense incurred by the Bank in defending against any claim or from liability imposed on the Bank in connection with the Bank's exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the Travis County, Texas, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in Travis County, Texas to determine the rights of any Person claiming any interest herein.

Section 5.08. Depository Trust Company Services.

It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements," effective August 1, 1987, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

Attached hereto is a copy of the Blanket Issuer Letter of Representations between the Issuer and The Depository Trust Company, New York, New York, providing for the Bonds to be issued in a Book-Entry Only System. The Bank and the Issuer hereby confirm their obligations under such Letter of Representation.

**ARTICLE SIX
MISCELLANEOUS PROVISIONS**

Section 6.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns.

All covenants and agreements herein by the Issuer and the Bank shall bind their respective successors and assigns, whether so expressed or not.

Section 6.06. Severability.

In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement.

This Agreement and the Resolution constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Resolution, the Resolution shall govern.

Section 6.09. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination.

This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon thirty (30) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02, 5.02, 5.03 and 5.06 of this Agreement shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

By: _____

Title: _____

[BANK ADDRESS]

[SIGNATURE PAGE TO THE PAYING AGENT/REGISTRAR AGREEMENT]

WILLIAMSON COUNTY, TEXAS

By: _____
Title: County Judge
301 S.E. Inner Loop, Ste. 109
Georgetown, TX 78626

ATTEST:

County Clerk

[SIGNATURE PAGE TO THE PAYING AGENT/REGISTRAR AGREEMENT]

SCHEDULE A

Paying Agent/Registrar Fee Schedule

[Please See Attached]

County Auditor's Office Salaries Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Julie Kiley, County Auditor
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action in regards to salaries in the County Auditor's Office for FY 2011.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Julie Kiley Started On: 09/22/2010 03:03 PM
Final Approval Date: 09/24/2010

Longevity Payments

Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Mary Tomasek, Human Resources
Submitted For: Lisa Zirkle
Department: Human Resources
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding longevity payments for affected County employees.

Background

A motion was made and approved by Commissioner's Court on June 22, 2010, which stated "To approve payment of missed longevity pay (with reimbursement going back to 2004) for currently identified County employees and any others who come forward with a verified claim before October 2010". A few County employees have been identified and have a verified claim.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Mary Tomasek
 Started On: 09/23/2010 10:21 AM
 Final Approval Date: 09/24/2010

**Consider and take appropriate action regarding policies concerning
Commercial Use of Parks
Commissioners Court - Regular Session**

Date: 09/28/2010
Submitted By: Jim Rodgers, Parks
Submitted For: Jim Rodgers
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider and take appropriate action regarding policies concerning Commercial Use of Parks.

Background

On July 12, 2005 the Commissioners Court approved a general policy for minor commercial use of parkland. The policy is concerned with minor commercial ventures that are conducting classes/business for profit at park facilities. Examples of such existing enterprises are: a gentleman who does military style conditioning that uses the track, the trail, and the field areas at the Regional Park to conduct the training but charges a fee to his customers for his services. Another advertises and conducts scheduled runs on the Regional Trail on a weekly basis during the summer. He charges \$10 per runner in a timed event and has close to 70 runners in each weekly event. Currently the existing policy allows the Parks and Recreation Director to collect a fee of not less than 10% for these small private enterprises using public parkland for a profit when the annual amount collected is less than \$2,500. Should the annual percentage to the County exceed that amount we will work with purchasing to prepare a bid document for that particular service. Since that time we have had good compliance with the policy but with a few questions from time to time. The attached guidelines will clarify and add some specifics to the policy. A simple contract will be will be issued through our reservation system. Both the guidelines and contract have been changed and approved by Hal Hawes in the County Attorney's office.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Commercial Use](#)

Link: [Acknowledgement](#)

Form Routing/Status

Form Started By: Jim Rodgers
 Started On: 09/22/2010 07:59 AM
 Final Approval Date: 09/24/2010

Williamson County Parks & Recreation Department

Policy Concerning Commercial Activities Conducted

In Williamson County Parks

1. Purpose; Findings; Application of Policy.

- a. The purpose of this Policy Concerning Commercial Use of Parks is to set forth the policies of Williamson County and the Williamson County Parks & Recreation Department (the “Department”) with respect to making its park facilities available to third parties for commercial activities not sponsored or conducted by Williamson County. For purposes of this Policy, a commercial activity shall be defined as any activity undertaken as part of a commercial enterprise regardless of whether: (i) compensation is collected in connection with that activity; or (ii) whether the commercial enterprise is for-profit or not-for-profit (a “Commercial Activity”). The decision as to whether an activity qualifies as a “Commercial Activity” for purposes of this Policy shall be made in the sole discretion of the Williamson County Parks Director (the “Parks Director”). The Parks Director’s determination may be appealed to the Williamson County Commissioners Court (the “Court”). An example of a Commercial Activity would be a personal trainer who leads a fitness class on park property because they have no facilities of their own to conduct business.
- b. Unless expressly modified or waived by the Court for good cause, all of the terms and provisions of this Policy shall apply to all Commercial Activities undertaken in Williamson County’s parks.
- c. The Court finds that Williamson County’s parklands exist and function for serving the park and recreational needs of the public, and should be made available for Commercial Activities conducted by others only upon satisfaction of the terms and conditions set forth in this Policy.

2. Legal Construction of Policy; Amendments.

- a. Neither this Policy, its adoption by the Court, any amendment or supplement hereto, nor any statements made during meetings or consultations shall be construed as an agreement by Williamson County to allow Commercial Activities to be conducted within Williamson County’s parklands.
- b. This Policy may be amended and supplemented from time to time by Williamson County whether or not requests for use of Williamson County’s parklands for Commercial Activities are pending and regardless of any agreement entered into by Williamson County relating to such activity.

3. Legal Authority.

This Policy is being adopted pursuant to The Texas Administrative Code, Local Government Code, Title 10, Subchapter B, Chapter 316 County Use Fees, Chapter 320 Park Board and Park Bonds, Counties with populations of 5000 or more, which authorizes Williamson County to acquire and operate park facilities, to regulate privileges on lands owned by Williamson County, to set and collect fees, and to enter into contracts for service on behalf of Williamson County.

4. Management of Commercial Activity.

The Parks Director and/or his/her authorized agents are hereby authorized to take any and all necessary and reasonable actions required to manage all Commercial Activity conducted within Williamson County's parkland. By way of example, Williamson County, acting by and through the Parks Director and/or the Department's authorized agent(s), may require that any person or entity engaging in an unauthorized Commercial Activity, together with all guests and invitees, terminate the activity and leave Williamson County's parklands immediately. Any person or persons that refuse to leave the parklands upon request shall be considered trespassers and shall be subject to legal action, forcible removal by peace officers, and/or criminal prosecution.

5. Application for Authorization; Agreement for Usage of Williamson County Parks.

- a. Each proposed Commercial Activity within Williamson County will be considered and acted upon on its own merits, and Williamson County's authorization for any Commercial Activity will be evidenced only in the form of a written contract.
- b. Any person or entity seeking to engage in a Commercial Activity within Williamson County's parklands must request prior authorization from the Department. In connection with making such application, the person shall submit the following information to the Department along with a signed Agreement for Usage of Williamson County Parks:
 - (i) A description of the proposed Commercial Activity;
 - (ii) The proposed date(s), times and location of the proposed Commercial Activity;
 - (iii) The anticipated number of persons expected to participate in the Commercial Activity;
 - (iv) Any other information requested by the Department; and
 - (v) Any person participating in a Commercial Activity may be required to provide proof of general liability insurance. If such insurance is required, the contracting party shall furnish the Parks Director a Certificate of Insurance from an approved insurance carrier for the following coverage:

Comprehensive general liability including liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability	\$500,000	\$500,000
Aggregate policy limits	\$1,000,000	

The Parks Director has the authority to increase this limitation when conditions warrant such action. Any such insurance shall name Williamson County as an additional insured.

- c. From and after the date of adoption of this Policy, no Commercial Activity shall be undertaken without the prior authorization of Williamson County, which shall be set forth in the form of a written contract. Said contract shall be executed by Williamson County, acting by and through the Department, and the person or entity seeking to engage in the Commercial Activity. The contract shall set forth the terms and conditions pursuant to which Williamson County authorizes a specific Commercial Activity to be undertaken in Williamson County's park land. Any violation of the terms and conditions of such contract or of this Policy shall be cause for immediate termination of the contract.

6. Approval

- a. The approval of any request for authorization to conduct a Commercial Activity within Williamson County's parkland shall be made in Williamson County's sole and absolute discretion based upon consideration of all relevant facts and circumstances, including the impact of the proposed activity on Williamson County's parks; impacts on the park's natural or cultural resources; impact on traffic and parking; conflicts with Williamson County's park and recreational programming; conflicts with other park users; impact on availability of the park to the public; whether the activity may interfere with the operation and maintenance of Williamson County parklands; impact of the activity on surrounding property owners; and any other considerations which Williamson County and/or its Park's Director deems applicable. For purposes of this Policy, such approval or denial shall be made by the Parks Director. The Parks Director's decision may be appealed to the Court.
- b. For stated reasons, Williamson County reserves the sole and absolute right to deny any request for authorization to conduct a Commercial Activity on Williamson County's parkland, or to modify or terminate any prior authorization, with or without cause.

7. Indemnity.

IN CONSIDERATION OF WILLIAMSON COUNTY'S AGREEMENT TO ALLOW A PARTICULAR USER THE ABILITY TO USE ANY OF WILLIAMSON COUNTY'S PARKLANDS FOR A COMMERCIAL ACTIVITY, SUCH USER, BY ITS USE OF WILLIAMSON COUNTY PARKLAND FOR A COMMERCIAL ACTIVITY AND BY ITS EXECUTION OF THE ABOVE REFERENCED CONTRACT, AGREES TO **INDEMNIFY, DEFEND AND HOLD HARMLESS** WILLIAMSON COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM EVERY PENALTY, CAUSE OF ACTION, CLAIM, LOSS, COST, DAMAGE, REASONABLE ATTORNEY'S FEES, LIEN AND/OR EXPENSE ARISING OUT OF OR RESULTING FROM THE USER'S USE OF WILLIAMSON COUNTY'S PARKLANDS FOR A COMMERCIAL ACTIVITY. WILLIAMSON COUNTY SHALL NOT BE LIABLE FOR DAMAGES TO SUCH USER OR ANY OTHER PERSON ARISING FROM ANY ACT OF ANY THIRD PARTY. THE USER, BY ITS USE OF WILLIAMSON COUNTY PARKLAND FOR A COMMERCIAL ACTIVITY AND BY ITS EXECUTION OF THE ABOVE REFERENCED CONTRACT, FURTHER AGREES TO **INDEMNIFY, DEFEND AND SAVE HARMLESS** WILLIAMSON COUNTY FROM AND AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY NEGLIGENT ACT, OMISSION OR NEGLIGENCE OF THE USER OR THE USER'S AGENTS, SERVANTS, PARTICIPANTS OR EMPLOYEES, OR ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING DURING THE USER'S USE OF WILLIAMSON COUNTY PARKLAND FOR A COMMERCIAL ACTIVITY, OR ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE OCCURRING ON WILLIAMSON COUNTY'S PREMISES.

8. Compensation.

- a. In recognition of the fact that the Williamson County residents and customers pay for the costs of development, improvements, operation and maintenance of Williamson County parklands, any person or entity generally shall be required to provide payment to the Department for the privilege to conduct a Commercial Activity on Williamson County's parklands.
- b. The terms and amount of compensation shall be set forth in the contract to be entered into authorizing the Commercial Activity. For Commercial Activities that include a charge to persons who participate in the Commercial Activity or otherwise provide payment to the person or entity that conducts the Commercial Activity, Williamson County will generally require payment in an amount equal to or greater than ten percent (10%) of the gross revenues collected by the person or entity that conducts the Commercial Activity, or a lump sum amount determined by Williamson County and/or its Park Director based on the size, nature, duration, and impact of the activity on Williamson County's parklands. The Commercial Activity is also subject to audit by Williamson County Officials as deemed appropriate and necessary.
- c. For Commercial Activities that do not include the collection of any payment by persons that participate in the Commercial Activity, the contract may include a lump sum payment that must be made as a condition of approval. In the alternative, Williamson County may waive payment based upon the nature of the proposed activity, including whether it promotes Williamson County's governmental purposes and functions.
- d. Should a user's Commercial Activity generate a revenue to Williamson County of more than \$2,500.00, Williamson County shall have the right to conduct a procurement process (i.e. a public offering) for any interested users that wish to

provide the particular Commercial Activity that is generating such revenue.

**ACKNOWLEDGEMENT OF POLICY CONCERNING COMMERCIAL
ACTIVITIES CONDUCTED IN WILLIAMSON COUNTY PARKS**

I, the undersigned, hereby acknowledge that I have received a copy of the Policy Concerning Commercial Activities Conducted in Williamson County Parks; I have read the entire policy; I understand all terms and conditions of the said policy; and that I will fully comply such terms and conditions of the said policy.

Acknowledged and Agreed to:

By: _____

Printed Name: _____

Name of Company (if applicable): _____

Date: _____, 20____

counterfeit inspection certificates

Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Gary Boyd, Parks
Submitted For: Gary Boyd
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider and take appropriate action on Local Initiative Project (LIP) grant from Texas Commission on Environmental Quality (TCEQ) for a pilot program to implement and enhance enforcement of a counterfeit inspection certificate program.

Background

Discussions were held with the Sheriff's Department and Precinct 2 personnel to develop this program as a joint activity between the sheriff's department and Precinct 2. The Texas Commission on Environmental Quality (TCEQ) is providing grant funds of \$167,652.18 per annum for each of the 2010 and 2011 state fiscal years for a total of \$335,304.36. The county has the opportunity to utilize these grant funds with only a 25% match. The grant will enhance activities already being undertaken.

Texas Transportation Code §548.603 allows for a vehicle owner to be cited and the vehicle impounded if a counterfeit motor vehicle inspection certificate is being displayed. The specific citation is a Class B misdemeanor and provides for a \$169 fine. TCEQ, the Department of Public Safety (DPS) and Texas Department of Transportation (TxDOT) is encouraging this program in enhanced emission testing areas. (Displaying an expired certificate is a Class C violation and is covered under existing enforcement and fines policies.)

Under this grant program Williamson County will have access at no charge other than for training to the North Central Texas Council of Governments (NCTCOG) Emissions Database(NED). The NCTCOG has had this program in place for several years and has been imputing Travis and Williamson County data since 2006 when the database went "live."

The counterfeit inspection certificate program will begin as a joint effort of the sheriff's office and Precinct 2 and plans are to expand these activities after approximately six months. The initial focus is on individual vehicle violations with a larger and longer term goal of enforcement activities related to identifying inspection stations performing and issuing counterfeit inspection certificates and other activities related to fraudulent certificate offences.

Revenue from enforcement activities is projected to offset the county match for the grant.

No additional personnel will be added and if state funding is not extended beyond the committed funding levels enhanced enforcement will be concluded and normal enforcement efforts will resume.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [FAQ sheet](#)

Link: [LIP Budget](#)

Form Routing/Status

Form Started By: Gary Boyd Started On: 09/22/2010 08:19 AM
Final Approval Date: 09/24/2010

Counterfeit Inspection Stickers – FAQ Sheet

How many vehicles are inspected annually in Williamson County? In 2009 a total of 210,647 vehicles were inspected in Williamson County. Initial inspection failure rate for the 2009 calendar year was 8.8%, with 5.9% being emission test failure. This equates to 18,537 vehicles and 12,428 respectively. Of those initially failing, 1275 vehicles never retested. Additional vehicles in the county have never registered and never inspected.

Why should Williamson County be concerned about counterfeit inspection certificates? Counterfeit inspection certificates are an environmental and safety problem. Vehicles that are not properly inspected for safety could be at a higher risk for accidents due to tire condition, brake problems, steering/suspension issues, etc.

On road mobile sources (i.e. vehicles) are the largest contributing factor to locally generated ozone precursor compound levels in Central Texas. High ozone levels are negative indicators of ambient air quality measures and are imputed to impact public health. Noncompliance on EPA mandated ground level ozone can impact transportation and development projects in the area.

What is NED? North Central Texas Council of governments Emissions Database (NED). A database developed by NCTCOG in conjunction with the High Emitting Vehicle Program to provide assistance to law enforcement agencies. It is a password protected internet database, accessible 24 hours per day, except when temporarily unavailable for maintenance. Inspection records are updated on a weekly basis with data received from the Texas Commission on Environmental Quality (TCEQ).

Will this program cut into an Officer's time? No. This program can be done during a normal traffic patrol or traffic stops. It takes less than 2 minutes to enter the license number in NED and receive results. No additional personnel are needed. To initiate the program Precinct 2 will be assigning overtime duties to two constables.

What happens if a vehicle has a valid sticker but the inspection number for some reason was not recorded in NED? If a query does not return a record result, the user is notified that no records were found. This does not always mean that the certificate is bad; it means only no record was found. DPS should be contacted via phone for verification, as there are a few legitimate reasons why an inspection record may not show up, but this is a very rare occurrence. The most common reason is that the stations analyzer did not transmit the record to the State for some reason. DPS will investigate these situations if reported to them. Should they impound a vehicle by mistake or remove a valid certificate by mistake the officer is responsible to correct the situation just as is the case for any other reason they are currently impounding vehicles.

What is the authority for this program? Texas Transportation Code §548.603(f) allows for a vehicle to be impounded if a fictitious or counterfeit motor vehicle inspection certificate is being displayed.

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Williamson County Landfill fees

Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take possible action delegating the authority to the County Judge to waive and/or reduce fees at the Williamson County Landfill for up to 14 days in case of disaster or emergency.

Background

During the recent flooding disaster, it was realized that our current policy of asking the entire court to meet and act upon waiving or reducing fees was not as efficient as it could be. It would be beneficial for county residents for the landfill fees to be reduced immediately following an incident to aid in the clean up of debris. Commissioner Birkman recommends that the court delegate this authority to the judge so that he has the ability to waive the fees for up to 14 days, if/when we have another disaster. Beyond that time frame, the court can meet and vote on whether to extend the fee reduction.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Landfill fees](#)

Form Routing/Status

Form Started By: Mary Clark Started On: 09/22/2010 01:36 PM
 Final Approval Date: 09/24/2010



PUBLIC INFORMATION OFFICE

NEWS RELEASE

Contact: Connie Watson
512-943-1663 (office)
512-844-3542 (cell)

FOR IMMEDIATE RELEASE

WILLIAMSON COUNTY AND WASTE MANAGEMENT REDUCE LANDFILL FEES FOR FLOOD VICTIMS

September 15, 2010 (Williamson County, TX) – To provide some financial relief to flood victims, Williamson County and Waste Management are offering waived or reduced fees at the Williamson County Landfill through the end of September.

Waste Management has offered free pull-off services (normally \$25) and waived the \$10 safety vest fee for residential customers bringing debris to the Williamson County Landfill as of Friday, September 10. These discounted services are offered through the end of September. Although the fee is waived, all customers still are required to wear a safety vest when disposing of waste.

Waste Management extended the landfill hours on Saturdays until 2 p.m. (normally closes at noon).

In addition, Waste Management is accepting car loads and pick-up truck loads of clean wood waste at no charge. Trailer loads of clean wood waste will be discounted by 50 percent or \$2.75/cubic yard (normally \$5.50/cubic yard).

Waste Management also will offer a discounted rate of \$25 (normally \$40) for refrigerators, freezers, air conditioners or other white goods brought to the landfill during the month of September. Only emptied refrigerators and freezers will be accepted (all food items must be removed).

Waste Management will continue to enforce the following fees:

- Tarp Fee of \$25 for any loads that enter the landfill without being properly tarped and/or covered. Properly covering truck/trailer loads of debris is important to prevent accidental litter and highway hazards.
- Tire fees will also be enforced.

In addition, the Williamson County Commissioners Court voted to waive the county's fees and surcharges for residential customers bringing in their own waste through the end of September.

Below are the special Flood Disposal rates:

- Car load: \$15
- Pick-Up Trucks (all sizes): \$25
- All trailers with debris: \$30.50/ton

All customers will have to pay a \$1.25/ton TCEQ fee and fuel surcharges that change weekly.

The reduced flood disposal rates and services are for Williamson County residential customers. Proof of residency is required. Commercial haulers are not eligible for these discounted rates.

Political Signage at J.B. & Hallie Jester Annex Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider possible action regarding the placement of political signage around the J. B. & Hallie Jester Williamson County Annex, located at 1801 E. Old Settlers Blvd., Round Rock during the times that the annex is being used as an early voting and election day polling location.

Background

The Williamson County Jester Annex, located within the city of Round Rock, will be an early voting and election day polling location. The Anderson Community Room in the main annex will be the actual voting site, but the county owns about 25 acres around the two buildings. The public safety building houses EMS and the Sheriff's Office and is adjacent to the Jester Annex. Additionally, the constable's office is located in the main annex. Emergency and law enforcement vehicles use the parking lot and often need to exit the area quickly

Additionally, there is an underground sprinkler system.

Also, there is quite a bit of property along the street that is City of Round Rock's Right of Way.

We would like to clearly define where political signs will be permitted to ensure smooth operations at the annex as well as allow for reasonable electioneering at the polling location. It will only be permitted during the time that the property is being used as a polling location (October 18 – November 2 this year). We need to limit it to areas that do not interfere with the emergency and law enforcement vehicles or the sprinkler system. There are also the requirements that all signs must be at least 100 feet from the entrance to the polling location, and not in the city's Right of Way.

Attached is a map of the property. The areas shaded in red are the areas in which we would propose to not allow campaign signage.

The attached letter and map were sent to the Democratic Chairman, Gregory Windham and GOP Chairman, Bill Fairbrother on September 13. A follow up email was sent on Sept. 22nd reminding the chairmen that if they had any concerns or questions regarding the proposed rules and regulations to please contact Mary Clark, in Commissioner

Birkman's office.

To date we have not received any objections.

We recommend the court approved the rules and regulations as well as the areas designated in the attached map.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

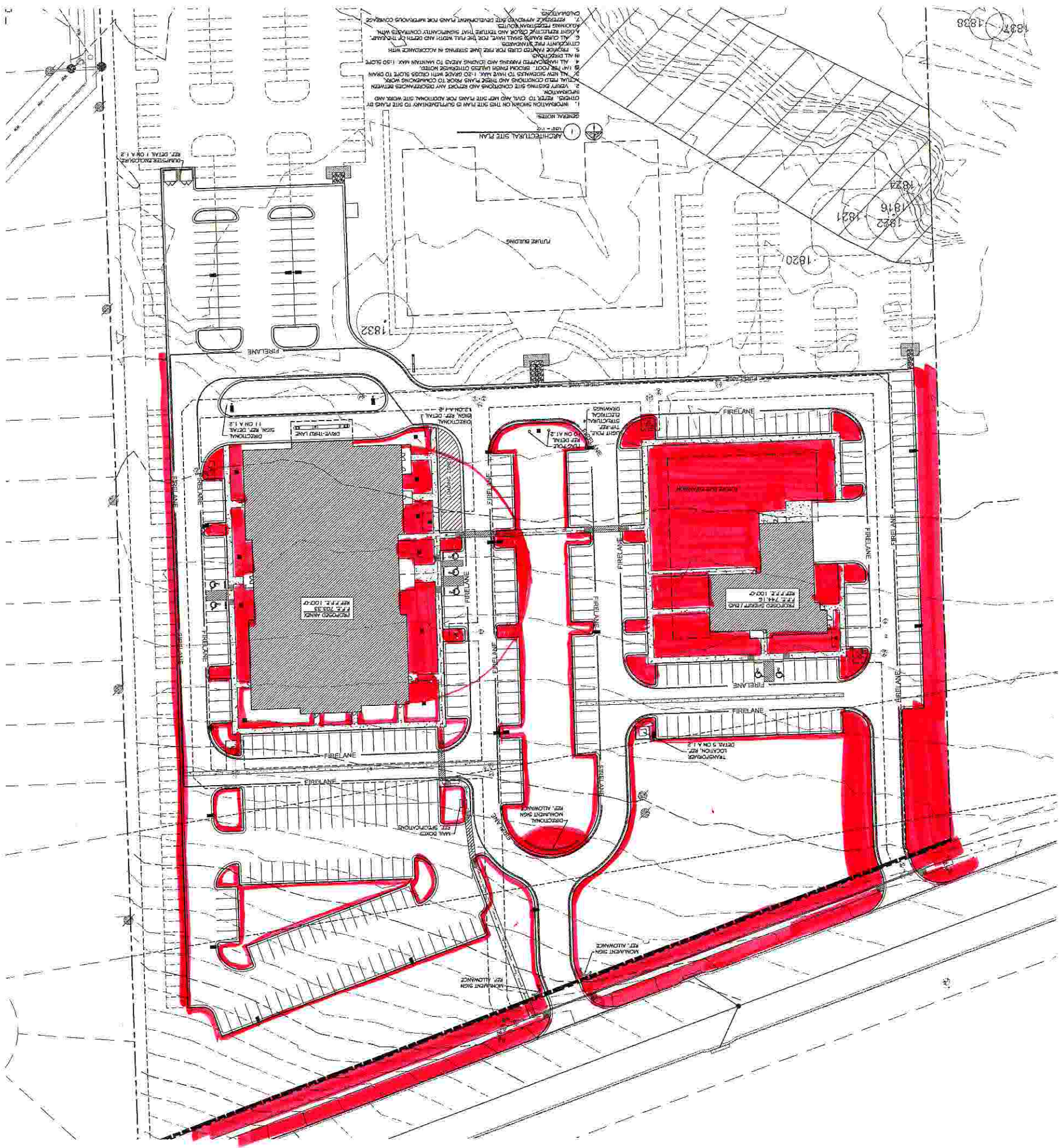
Link: [RR Annex Signage Map](#)

Link: [Letter - Political Signage](#)

Form Routing/Status

Form Started By: Mary Clark Started On: 09/22/2010 01:48
PM

Final Approval Date: 09/24/2010



GENERAL NOTES:
1. INFORMATION SHOWN ON THIS SITE PLAN IS SUPPLEMENTARY TO SITE PLANS BY OTHERS. REFER TO CIVIL AND MEP SITE PLANS FOR ADDITIONAL SITE WORK AND OTHERS.
2. VERIFY EXISTING SITE CONDITIONS AND RECORD ANY DISCREPANCIES BETWEEN ACTUAL FIELD CONDITIONS AND THESE PLANS PRIOR TO COMMENCING WORK.
3. ALL NEW STRUCTURES TO HAVE MAX. 1:50 GRADE WITH EXISTING SLOPE TO DRAIN NATURAL FLOW DIRECTIONS AND THESE PLANS PRIOR TO COMMENCING WORK.
4. ALL EXISTING PAVING AND LOADING AREAS TO MAINTAIN MAX. 1:50 SLOPE.
5. PROVIDE MAINTENANCE CLOSURE FOR FIRE LANE STOPPING IN ACCORDANCE WITH ALL DIRECTIONS.
6. ALL CURB RAILS SHALL HAVE FOR THE FULL WIDTH AND LENGTH OF THE ROAD. A LIGHT REFLECTIVE COLOR AND TEXTURE THAT SIGNIFICANTLY CONTRASTS WITH CONCRETE AND ASPHALT.
7. REFERENCE APPROVED SITE DEVELOPMENT PLANS FOR SURROUNDING CONTEXTUAL QUALITIES.
8. ALL DIMENSIONS SHALL HAVE FOR THE FULL WIDTH AND LENGTH OF THE ROAD.

1 ARCHITECTURAL SITE PLAN
DATE: 02-16-2009

PROJECT NUMBER: 07104-00
DATE ISSUED: 02-16-2009
SHEET TITLE: ARCHITECTURAL SITE PLAN
SHEET NUMBER: A1.1

WILLIAMSON COUNTY PRECINCT 1 ANNEX
1801 EAST OLD SETTLER BLVD

September 13, 2010

Dear Mr. Fairbrother and Mr. Windham:

As you know, the Williamson County Jester Annex, located within the city of Round Rock, will be an early voting and election day polling location. The Anderson Community Room in the main annex will be the actual voting site, but the county owns about 25 acres around the two buildings. The public safety building houses EMS and the Sheriff's Office and is adjacent to the Jester Annex. Additionally, the constable's office is located in the main annex. Emergency and law enforcement vehicles use the parking lot and often need to exit the area quickly

Additionally, we have an underground sprinkler system here.

Plus, we have quite a bit of property along the street that is City of Round Rock's Right of Way.

We would like to clearly define where political signs will be permitted to ensure smooth operations at the annex as well as allow for reasonable electioneering at the polling location. First, it will only be permitted during the time that the property is being used as a polling location (October 18 – November 2 this year). Secondly, we need to limit it to areas that do not interfere with the emergency and law enforcement vehicles or the sprinkler system. Of course, there are also the requirements that all signs must be at least 100 feet from the entrance to the polling location, and not in the city's Right of Way.

I have attached a map of the property. The areas shaded in red are the areas in which I would propose to not allow campaign signage.

Please review this map and information. Please send me any concerns or questions by no later than 5:00 p.m. on September 22, 2010. I plan to put this item on the agenda for commissioner's court approval on September 28th, 2010.

Sincerely,

Lisa Birkman

Williamson County Commissioner, Pct. One

NEW CONTACT INFO:

1801 East Old Settlers Blvd., #110

Round Rock, TX 78664

512.244.8610 phone

512.244.8616 fax

lbirkman@wilco.org

www.wilcogov.org

Sick Leave Pool Committee Member for FY 2011 Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Mary Tomasek, Human Resources
Submitted For: Lisa Zirkle
Department: Human Resources
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding appointment of the Williamson County Sick Leave Pool Committee Members for FY 2011.

Background

The Williamson County Sick Leave Pool (SLP) Policy approved by the Commissioner's Court on 8/31/2010, with an effective date of 10/01/2010, states "the SLP Committee shall be a volunteer committee composed of at least five (5) voting members (County Employees, Department Directors and/or Elected officials) and two (2) non-voting members (HR Senior Director and Public Health Nurse), who shall all be appointed by the Commissioner's Court.

The Court approved members of the FY 2010 Sick Leave Pool Committee were:

Voting Members:

Spencanna Bartlett - Sheriff's Office
 Greg Bergeron - URS
 Alma Lira Russell - Tax Office
 Marilyn Cavender - County Clerk
 Charly Skaggs - Juvenile Services

Non-Voting Members:

Jennifer Jackson, Public Health Nurse - WCCHD
 Lisa Zirkle, Interim HR Director

Many of these members have agreed to again serve on the SLP Committee for the FY 2011 term. We appreciate their continued service to the employees of Williamson County. The recommended SLP Committee Members for FY 2011 are:

Voting Members:

Spencanna Bartlett - Sheriff's Office
 Greg Bergeron - Road and Bridge
 Marilyn Cavender - County Clerk
 Scott Matthew - Juvenile Services
 Alma Lira Russell - Tax Office

Non-Voting Members:

Jennifer Jackson, Public Health Nurse - WCCHD

Lisa Zirkle, Senior Director HR

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Mary
Tomasek

Started On: 09/17/2010 01:27
PM

Final Approval Date: 09/24/2010

Commissioners Court - Regular Session

Date: 09/28/2010

Submitted By: Peggy Vasquez, County Judge

Department: County Judge

Information**Agenda Item**

Discuss and take appropriate action regarding hiring legal counsel.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Peggy
Vasquez

Started On: 09/23/2010 03:23
PM

Final Approval Date: 09/23/2010

2010/2011 Budget Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding 2010/2011 Budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 09/24/2010 08:55 AM
Final Approval Date: 09/24/2010

Extension of EP Leave Balances

Commissioners Court - Regular Session

Date: 09/28/2010
 Submitted By: Julie Kiley, County Auditor
 Department: County Auditor
 Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving an extension of time beyond the end of the fiscal year to allow employees who earned EP (Essential Personnel) leave during Tropical Storm Hermine to take this time off.

Background

The budget order allows exempt employees to earn EP Leave during an emergency such as Tropical Storm Hermine. This time is put in an accrual bucket for them to take off at a later date. If not used by the end of the fiscal year the bucket of leave is emptied per the budget order. Due to this emergency occurring late in the fiscal year the employees who have earned this leave will not have an opportunity to take the leave. WE have made this exception once before in September 2008 with Hurrican Ike. I believe an additional 3 months was provided to the employees in 2008. We are still gathering all of the hours earned by staff and will provide a report no later than Commissioners Court on Tuesday morning.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Julie Kiley Started On: 09/22/2010 10:53 AM
 Final Approval Date: 09/24/2010

HR Related Services Contracts for FY 2011 Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Mary Tomasek, Human Resources
Submitted For: Lisa Zirkle
Department: Human Resources
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action concerning approval of 885 Fund Budget and award of Human Resources Related Services Contracts for FY 2011.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [FY2010-2011 Rev](#)

Link: [FY2010-2011 Expenses - 885-886](#)

Link: [2010TPAccount-summary](#)

Form Routing/Status

Form Started By: Mary Tomasek
Started On: 09/23/2010 11:23 AM
Final Approval Date: 09/24/2010

Williamson County Benefits Program
2010/2011 Budget Worksheet

		<u>Current 09-10 Budget</u>	<u>2010-2011 Budget</u>	<u>Variance from 09-10 Budget</u>
<u>Revenue</u>				
0885-0000-361200	Interest, Bank Deposits	\$200.00	\$200.00	\$0.00
0885-0000-361300	Interest, Investments	\$27,100.00	\$2,200.00	(\$24,900.00)
0885-0000-362000	Rents & Royalties	\$0.00	\$0.00	\$0.00
0885-0000-367100	Employer Contributions	\$11,580,400.00	\$11,650,700.00	\$70,300.00
0885-0000-367200	Employee Deductions / Medical	\$2,556,500.00	\$3,458,500.00	\$902,000.00
0885-0000-367201	Employee Deductions / Dental	\$935,000.00	\$972,600.00	\$37,600.00
0885-0000-367202	Employee Deductions / Vision	\$310,600.00	\$305,900.00	(\$4,700.00)
0885-0000-367300	COBRA/Retiree Dep Premium	\$387,100.00	\$585,700.00	\$198,600.00
0885-0000-367310	Claims Refunds	\$0.00	\$0.00	\$0.00
0885-0000-370500	Miscellaneous Revenue	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
SubTotal Revenue		<u>\$15,796,900.00</u>	<u>\$16,975,800.00</u>	<u>\$1,178,900.00</u>
From Cash Ending	Benefits Reserve	\$1,025,000.00	\$360,000.00	(\$665,000.00)
	Transfer from General Fund	<u>\$1,000,000.00</u>	<u>\$700,000.00</u>	<u>(\$300,000.00)</u>
Total Revenue		<u>\$17,821,900.00</u>	<u>\$18,035,800.00</u>	<u>\$213,900.00</u>

Williamson County Benefits Program
2010/2011 Budget Worksheet

			2009-2010 <u>Budget</u>	2010-2011 <u>Budget</u>	Variance From <u>09-10 Budget</u>	
<u>Expenses</u>						
<u>Schedule A - Self Funding Insurance</u>						
	0885-0885-004038	Health Claims Paid, Retiree Vision	10,500.00	8,300.00	(2,200.00)	
	0885-0885-004039	Health Claims Paid, Retiree Dental	26,750.00	19,900.00	(6,850.00)	
	0885-0885-004040	Health Claims Paid, Retiree Medical	0.00	422,700.00	422,700.00	
	0885-0885-004041	Health Claims Paid, Retiree Prescription	0.00	140,900.00	140,900.00	
	0885-0885-004048	Health Claims Paid, Vision	277,300.00	252,900.00	(24,400.00)	
	0885-0885-004049	Health Claims Paid, Dental	831,650.00	834,900.00	3,250.00	
	0885-0885-004050	Health Claims Paid, Medical	10,746,100.00	11,321,800.00	575,700.00	
	0885-0885-004051	Prescription Drug Claims Paid	3,697,224.52	2,902,700.00	(794,524.52)	
	0885-0885-004054	Admin Cost, Health Insurance	543,500.00	536,500.00	(7,000.00)	
	0885-0885-004055	Admin Cost, Prescription Drugs	0.00	5,000.00	5,000.00	
	0885-0885-004056	Admin Cost, Dental	44,768.50	49,600.00	4,831.50	
	0885-0885-004057	Stop Loss Ins	597,700.00	607,000.00	9,300.00	
	0885-0885-004058	Group Life Premiums	37,805.00	25,400.00	(12,405.00)	
	0885-0885-004061	Network Access Fees / Medical	35,000.00	40,000.00	5,000.00	
	0885-0885-004064	Admin Cost, Vision	16,800.00	16,600.00	(200.00)	
	0885-0885-004996	Wellness Program	260,500.00	265,100.00	4,600.00	
	0885-0885-004998	Contingencies	1.98	12,000.00	11,998.02	
	Total	Self-Funding Insurance	17,125,600.00	\$17,461,300.00	\$335,700.00	1.96%
<u>Schedule B - Williamson County Benefits Plan</u>						
	0885-0886-001100	Salaries	217,035.00	220,600.00	3,565.00	
	0885-0886-001109	Cell Phone Stipend	1,440.00	1,400.00	(40.00)	
	0885-0886-002010	FICA	16,637.00	16,900.00	263.00	
	0885-0886-002020	Retirement	24,793.00	25,200.00	407.00	
	0885-0886-002030	Insurance	35,166.00	28,100.00	(7,066.00)	
	0885-0886-002050	Workers' Comp Insurance	500.00	500.00	0.00	
	0885-0886-003005	Office Furniture < \$5,000	1,180.00	800.00	(380.00)	
	0885-0886-003006	Office Equipment < \$5,000	0.00	300.00	300.00	
	0885-0886-003010	Computer Equipment < \$5000	2,748.80	1,200.00	(1,548.80)	
	0885-0886-003011	Computer Software < \$5000	760.00	0.00	(760.00)	
	0885-0886-003100	Office Supplies	4,600.00	2,200.00	(2,400.00)	
	0885-0886-003398	Video Tapes	1,600.00	100.00	(1,500.00)	
	0885-0886-003600	Employee Assistance Program	56,700.00	57,700.00	1,000.00	
	0885-0886-003900	Membership Dues (Assoc/Licn)	1,546.20	1,500.00	(46.20)	
	0885-0886-004059	Admin Cost, Flex Plan	22,900.00	17,500.00	(5,400.00)	
	0885-0886-004060	Admin Cost, COBRA Administration	20,400.00	20,400.00	0.00	
	0885-0886-004100	Professional Services	229,375.00	121,100.00	(108,275.00)	
	0885-0886-004181	Independent Audit Fees	16,000.00	16,000.00	0.00	
	0885-0886-004211	Telephone	200.00	200.00	0.00	
	0885-0886-004212	Postage, Stamped Envelopes	4,000.00	4,000.00	0.00	
	0885-0886-004231	Travel	3,800.00	3,800.00	0.00	
	0885-0886-004232	Training, Conferences, Seminars	16,900.00	17,100.00	200.00	
	0885-0886-004350	Printed Materials & Binding	2,500.00	2,500.00	0.00	
	0885-0886-004413	Personal Liability Insurance	4,500.00	4,500.00	0.00	
	0885-0886-004544	Repairs to Office Equipment	200.00	200.00	0.00	
	0885-0886-004621	Copier Rental & Supplies	5,090.00	4,200.00	(890.00)	
	0885-0886-004998	Contingencies	0.00	900.00	900.00	
	0885-0886-004999	Miscellaneous	500.00	500.00	0.00	
	Total	Williamson Cty Benefits Program	691,071.00	569,400.00	(\$121,671.00)	-17.61%

PROPOSED HUMAN RESOURCES RELATED CONTRACTS
September, 2010

Health Plan Related Services - Renewals

November 1, 2010 - Third Party Administrator and Network Access with UnitedHealthcare

TPA Services for PPO and EPO Medical Plans
Flex Plan Administration
United Behavioral Health Services
Nurseline
External Stop Loss Reporting
Network Access

November 1, 2010 - Contract with UHC/Medco

Prescription Benefit Management Services

November 1, 2010 - Contract with Texas Pharmacy Association

Diabetes Patient Self-Management Program

November 1, 2010 - Contract with Ameritas

Dental Plan Third Party Administrator
Dental Network Access
Vision Plan

November 1, 2010 - Contract with Infinisource

COBRA Administration

October 1, 2010 - Contract with Smith & Associates Consulting

Benefits Consulting Services

October 1, 2010 - Contract with Professional Assistance of Central Texas

Employee Assistance Program (EAP)

October 1, 2010 - Contract with Williamson County and Cities Health District

Diabetes Education Program
Tobacco Cessation Program

Health Plan Related Services - New

November 1, 2010 - Contract with Fidelity Security

Stop Loss Coverage for Medical and Rx - Aggregate and Specific (\$225,000)

November 1, 2010 - Contract with Cigna

Free Group Life Coverage
Voluntary Life
Voluntary Long Term Disability

Human Resources Related Services - Renewals

October 1, 2010 - Contract with Williamson County and Cities Health District

Hepatitis B Immunizations

TB Skin Testing

Rabies Immunizations

October 1, 2010 - Contract with On-Site Services

Pre-Employment and Employee Drug Testing Services

October 1, 2010 - Contract with Texas Association of Counties

Vehicle Liability Coverage

October 1, 2010 - Contract with Texas Political Subdivisions

Worker's Compensation Coverage

October 1, 2010 - Contract with NEOGOV

On-line Recruiting Website Services

October 1, 2010 - Contract with Texas Department of Public Safety

Texas Background Checks

October 1, 2010 - Contract with Williamson County Sun

Employment Recruiting Advertising

October 1, 2010 - Contract with Round Rock Leader

Employment Recruiting Advertising

MOT extention with Bluebonnet Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Annie Burwell
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Amendments to the Agreement for MCOT services with Bluebonnet Trails.

Background

The only change in this amendment is to extend the contract for MCOT service for an additional year, through August 31, 2011. All other terms of the agreement remain the same.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [MCOT Extension](#)

Form Routing/Status

Form Started By: Grimes Kathy Started On: 09/23/2010 11:27 AM
Final Approval Date: 09/24/2010

September 20, 2010

Kathy Grimes
c/o Commissioner Cynthia Long, Precinct 2
350 Discovery Blvd., Suite 201
Cedar Park, TX 78613

Ms. Grimes,

Enclosed are two (2) original Amendments to the Williamson County Agreement for MCOT services to extend the term until August 31, 2011. Please have both originals signed and return one (1) to me at the address listed below.

It has been brought to my attention that we have never received a fully executed version of the contract that was written for fiscal years 2009 and 2010. I have an unsigned version but am hoping that you would be able to send me a copy of the original. Your assistance with this is much appreciated.

Sincerely,



Kathy Kuehner
Director of Contracts Management
512-244-8258

**AMENDMENT TO
WILLIAMSON COUNTY CRISIS SERVICES
INTERLOCAL AGREEMENT**

This Amendment is entered into by Williamson County (County) and Bluebonnet Trails Community Center (Bluebonnet) for the purpose of making the following change to the original Agreement executed on September 1, 2008 for the provision of crisis funding for the **Mobile Crisis Outreach Team**:

2. **TERM OF CONTRACT**

Extend term of Agreement to August 31, 2011

This Amendment is to be effective September 1, 2010. All other terms and conditions to the original Agreement not hereby amended are to remain in full force and effect. The undersigned contracting parties bind themselves to the faithful performance of the Amendment.

WILLIAMSON COUNTY

Signature: _____

Printed Name: _____

Title: _____

Date: _____

BLUEBONNET TRAILS COMMUNITY CENTER

Signature: _____

Printed Name: Andrea Richardson

Title: Executive Director

Date: 9/10/10

**AMENDMENT TO
WILLIAMSON COUNTY CRISIS SERVICES
INTERLOCAL AGREEMENT**

This Amendment is entered into by Williamson County (County) and Bluebonnet Trails Community Center (Bluebonnet) for the purpose of making the following change to the original Agreement executed on September 1, 2008 for the provision of crisis funding for the **Mobile Crisis Outreach Team**:

2. **TERM OF CONTRACT**

Extend term of Agreement to August 31, 2011

This Amendment is to be effective September 1, 2010. All other terms and conditions to the original Agreement not hereby amended are to remain in full force and effect. The undersigned contracting parties bind themselves to the faithful performance of the Amendment.

WILLIAMSON COUNTY

Signature: _____

Printed Name: _____

Title: _____

Date: _____

BLUEBONNET TRAILS COMMUNITY CENTER

Signature:  _____

Printed Name: Andrea Richardson

Title: Executive Director

Date: 9/10/10 _____

Indigent Healthcare Vendor Termination Agreement & Resolution Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Cynthia Long
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Agreement to Terminate Healthcare Services and related resolution.

Background

The agreement to terminate healthcare services has been reviewed by Hal Hawes. After termination of the healthcare services agreement by the Commissioners Court, healthcare agreements will be executed through the UPL program by the Williamson County Clinical Services non-profit.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Termination Agreement](#)

Link: [Resolution to Terminate Services](#)

Form Routing/Status

Form Started By: Grimes Kathy Started On: 09/22/2010 03:54 PM
Final Approval Date: 09/24/2010

AGREEMENT TO TERMINATE HEALTHCARE SERVICES AGREEMENT

This termination agreement (this “**Termination**”) is hereby made and entered into as of the 30th day of September, 2010 (the “**Effective Date**”), by and between Williamson County, Texas, a political subdivision of the State of Texas (“**WC**”), and _____ (“**PROVIDER**”).

RECITALS

WHEREAS, WC and PROVIDER are parties to the Healthcare Services Agreement (the “**Agreement**”); and

WHEREAS, WC and PROVIDER desire to terminate the Agreement as of the Effective Date of this Termination.

NOW THEREFORE, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby forever acknowledged and confessed, the parties agree as follows:

ARTICLE I TERMINATION OF AGREEMENT

- 1.01 Termination. On the terms set forth herein, WC and PROVIDER mutually agree to terminate the Agreement.
- 1.02 Effective Date. The Effective Date of this Termination shall be the Effective Date set forth above.

ARTICLE II CONTINUED OBLIGATIONS UNDER AGREEMENT

The parties shall have no continued obligations under the Agreement, with the exception of any obligations accruing prior to the date of termination and any obligations or agreements that expressly extend beyond the Effective Date under the terms of the Agreement.

ARTICLE III GENERAL PROVISIONS

- 3.01 Entire Agreement. Each party hereto acknowledges that this Termination embodies the entire agreement and understanding between them with respect to the subject matter hereof and supersedes any prior agreements and understandings relating to the subject matter hereof. This Termination may not be altered, modified, terminated, or discharged except by a writing signed by the parties against whom such alteration, modification, termination, or discharge is sought.
- 3.02 Identical Counterparts. This Termination may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall

collectively constitute the same instrument, but in making proof of this Termination, only one such counterpart need be produced or accounted for.

- 3.03 Representation and Construction. By executing this Termination, the parties acknowledge that they have had the opportunity to be represented by independent counsel and review and consider the terms of the Termination. This Termination shall not be construed against or in favor of any party due to the fact that such party may or may not have authored said Termination or any provision contained herein.

IN WITNESS WHEREOF, the parties have entered into this Termination to be effective as of the Effective Date.

WILLAIMSON COUNTY, TEXAS:

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

_____:

By: _____

Name: _____

Title: _____

#80939

RESOLUTION OF THE WILLIAMSON COUNTY COMMISSIONERS COURT

WHEREAS, Williamson County (the "County") has entered into agreements with healthcare services providers to provide care to the County's indigent residents;

WHEREAS, the County pays other healthcare services providers to provide care to the County's indigent residents without a healthcare services agreement; and

WHEREAS, the County wishes to terminate its existing healthcare services agreements with providers.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSOINERS COURT OF WILLIAMSON COUNTY, TEXAS:

Section 1. The County authorizes and directs the County Judge or his designee to execute Termination Agreements, based on the terms of the attached Termination Agreement, with all healthcare services providers currently contracting with the County for indigent healthcare services. For any healthcare services provider that does not agree to execute a Termination Agreement, the County authorizes and directs the County Judge or his designee to provide notice of County's termination of the healthcare services agreement with that provider.

Section 2. The County authorizes and directs the County Judge or his designee to do any and all things necessary or convenient to carry out the terms of this resolution.

PASSED AND APPROVED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT AT A DULY CALLED AND POSTED REGULAR MEETING, HELD this 28th day of September, 2010, AT WHICH A QUORUM WAS PRESENT.

Dan A. Gattis, County Judge
Williamson County, Texas

ATTEST:

By: _____
Its: _____

Westside FD Alerting System Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Gene Smith, Emergency Communications
Submitted For: Patrick Cobb
Department: Emergency Communications
Agenda Category: Regular Agenda Items

Information

Agenda Item

Accept \$100,000 in Grant Funding from CAPCOG Homeland Security for the Westside FD Alerting System.

Background

Phase 3 of a 3 Phase project for alerting Westside Fire Departments.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Gene Smith Started On: 09/23/2010 11:26 AM
Final Approval Date: 09/24/2010

Line Item Transfer Authorization, Year End, 9/28/2010 Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Lisa Moore, County Auditor
Submitted For: Melanie Denny
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing the County Auditor to make any line item transfers necessary to complete the 2009-2010 budget within individual departments.

Background

This is an annual agenda item. Each year when the budget ends, this authorization will allow the Auditor's Office to move monies around to cover any deficits within departmental line items.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 09/03/2010 08:58 AM
Final Approval Date: 09/24/2010

Balance County Budget Authorization, 9/28/2010 Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Lisa Moore, County Auditor
Submitted For: Melanie Denny
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing the County Auditor to transfer sufficient monies from cash ending balance of fiscal year 2009-2010 to balance county budget for 2010-2011.

Background

This action is necessary for the budgets to be legally balanced and adopted each fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 09/07/2010 04:45 PM
Final Approval Date: 09/24/2010

Agreement with Motorola Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Patrick Cobb
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving an agreement between Motorola and Williamson County, following the statement of work (SOW) for phase 1 and 2 of the Emergency Services Operations Center building project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Contract, SOW, and Pricing Summary](#)

Link: [Pricing](#)

Link: [Motorola Agreement](#)

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 09/21/2010 01:12 PM
Final Approval Date: 09/24/2010



Proposal for Williamson County, TX

Phase 1 MCC 7500 Console Expansion Project & Phase 2 Emergency Operations Center (EOC) Project August 27, 2010

Data Restrictions

This proposal is considered Motorola confidential and restricted. The proposal is submitted with the restriction that it is to be used for evaluation purposes only, and is not to be disclosed publicly or in any manner to anyone other than those employed by the Williamson County, TX required to evaluate this proposal without the express permission of Motorola. MOTOROLA and the Stylized M Logo are registered in the U.S. Patent & Trademark Office. All other product or service names are the property of their respective owners. © Motorola, Inc. 2010



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Section 1. Phase 1 System Description

This proposal provides five MCC 7500 Dispatch Console Operator Positions for the Williamson County Emergency Communications Dispatch Center. These Op Positions will be installed in existing furniture and will utilize an existing UPS power system, existing backroom network equipment, and an existing ground system. The proposal does provide network and grounding wiring work to extend the necessary network connections and ground conductors to the Op Positions. An optional component to this proposal includes the electrical work necessary to extend the necessary AC circuits from the existing UPS to the Op Positions.

1.1 MCC 7500 Operator Positions

Each of the five Op Positions consists of:

- ◆ MCC 7500 Operator Position License.
- ◆ Workstation PC with.
 - MCC 7500 Dispatch Software Application.
 - IMBE Voice Card.
 - Secure Card with ADP Encryption.
 - 22" Flat Panel Monitor.
 - Keyboard.
 - Optical Mouse.
- ◆ General-Purpose Input/Output Module (GPIOM).
- ◆ Speakers for Select and Unselect Audio.
- ◆ Gooseneck Microphone.
- ◆ Headset Jacks.
- ◆ Headset Jack Bottoms (Headset Tops not included).
- ◆ Footswitch.
- ◆ Instant Recall Recording Software with Speakers.
 - Not configured for Dual IRR; only one channel, for Radio Select Audio, will be functional.

This equipment will be installed in the existing dispatch furniture as shown in the Floor Plan Diagram. Space is somewhat limited in this furniture, so all of the GPIOMs and the Op 15 Workstation PC will have to be installed on the desktops (as opposed to mounted inside the furniture). The monitors will be installed on the existing monitor trees.

1.2 Network Wiring

Each Op Position must be connected to one of the existing Network Switches in the equipment room. To accomplish this, a network patch panel will be installed in the existing equipment room network rack and eight CAT-5 connections will be run from this panel to network jack panels installed on the wall behind the existing dispatch furniture. This will provide the necessary network connections between the dispatch and equipment rooms. See the attached Floor Plan Diagram for additional information.

1.3 Grounding

Certain components of each Op Position must also be grounded to the same ground system as the UPS power system, backroom equipment, and existing Op Positions. To accomplish this, a Main Ground Bus (MGB) for the dispatch room will be mounted on the wall behind the dispatch furniture and connected to the existing MGB in the equipment room. Five Sub-System Ground Busses (SSGBs), one for each Op Position, mounted in the dispatch furniture, will be connected to this MGB for grounding the Op Position components. It is important to note that while these grounding components will allow the Motorola-installed equipment to be properly grounded, they do not provide complete R56 grounding for the dispatch room or its other components. See the attached Floor Plan Diagram for additional information.

1.4 Electrical

As an optional component, Motorola will install the electrical circuits necessary to power the Op Positions. The Op Positions will be powered by the existing UPS system in the “old” equipment room, which has an existing sub-panel with existing breakers. The electrical component then, consists of running five (5) 120VAC-20A circuits to the dispatch room, one for each of the Op Positions. Four of the circuits will be terminated on the wall behind the dispatch furniture, which the fifth circuit, for Op 11, will be terminated in the dispatch furniture. Additionally, in order to make room for the Op 11 Workstation PC in the dispatch furniture, two existing circuits will be relocated from one section of furniture to another, or, if agreed by Williamson County that they are unneeded, removed. See that attached Floor Plan Diagram for additional information.



The final component of the necessary electrical work is not included in the optional electrical work of this proposal because it involves the existing 911 equipment. The existing 120VAC-20A circuit outlet that powers the 911 equipment at Position 1 must be relocated to the center section of the dispatch furniture in order to make room for the Op 11 Workstation PC. This work must be completed by Williamson County in order for Motorola to complete the work in this proposal.

1.5 Acceptance Test

Acceptance of the Op Positions will be based on a Functional Acceptance Test Plan (FATP), which will verify the following functionality on each Op:

- ◆ Talkgroup Call.
 - Including both Select and Unselect Audio.
 - Including Transmit with Gooseneck Mic, Footswitch, and Mouse.
 - Including Alias Display.
- ◆ Multiselect Call.
- ◆ Patch Call.
- ◆ Conventional Call.
 - Including Channel Select.
- ◆ Paging.

Dual Headset Audio (911 and Radio).





Section 2. Phase 2 System Description

This proposal provides for the relocation of fifteen existing MCC 7500 dispatch consoles and backroom equipment from the Sheriff's Office Dispatch Center to the new Williamson County Emergency Operations Center (EOC), the addition of seven new MCC 7500 Dispatch Consoles and backroom equipment, and the relocation of the existing microwave link-end at the Sheriff's Office (SO) to the EOC, forming a new microwave link from the EOC to the Prime Site.

2.1 VPM-Based MCC 7500 Dispatch Consoles

Each of the seven new MCC 7500 dispatch consoles consist of the following:

- ◆ One Voice Processing Module (VPM) with ADP Encryption.
- ◆ One Dispatch Console Workstation with MCC 7500 Elite Dispatch Software.
- ◆ One 22 inch Wide Format LCD Monitor.
- ◆ Two Desktop Speakers.
- ◆ One Gooseneck Microphone.
- ◆ Two Headset Jacks with Headset Bottoms.
- ◆ One Footswitch.
- ◆ One Instant Recall Recording (IRR) Software and Desktop Speakers.
 - Single-Channel, with capability to record Radio Select Audio only.
- ◆ One Keyboard.
- ◆ One Optical Mouse.

The seven new dispatch consoles will come equipped with the Voice Processing Module (VPM), the newest version of the General Purpose I/O Module (GPIOM) currently utilized by Williamson County's existing MCC 7500 dispatch consoles. The VPM differs from the GPIOM in that it now contains the voice and secure cards that used to be housed in the dispatch console workstation. This configuration allows greater freedom in the choice of a dispatch console workstation, as it does not have to support the unique requirements of the PCI-based voice and secure cards. It also makes the FireWire connection between the workstation and GPIOM obsolete, freeing the workstation to be separated by a greater distance from the VPM.

Each of the fifteen existing MCC 7500 dispatch consoles and the Archiving Interface Server (AIS) relocated to the EOC will be optionally priced to be upgraded from GPIOM-based to VPM-based operation. In the VPM option, each will receive the following:

- ♦ One Voice Processing Module (VPM) with ADP Encryption.

2.2 MCC 7500 Backroom Equipment

While Williamson County's existing MCC 7500 backroom equipment will be relocated to the EOC dispatch center, a subset of the required backroom equipment is also provided in this proposal to facilitate a cutover with minimal downtime. The backroom equipment provided in this proposal consists of the following:

- ♦ One S6000 Site Router.
- ♦ Two Hewlett-Packard 2610-48 Ethernet Switches.
- ♦ Two Conventional Channel Gateways (CCGWs).
- ♦ One 4-Wire Daughter Card for Existing CCGW Chassis.
- ♦ One Conventional Site Controller.
- ♦ 12 800 MHz P25 Trunking Backup Consolettes.
- ♦ One 800 MHz 24-Port Control Station Combiner.
- ♦ One 800 MHz Control Station Antenna System.
 - 50 feet ½ inch Superflex.
 - 50 feet ½ inch LDF.
 - 10dB Yagi Antenna.
- ♦ Three VHF Conventional Consolettes.
- ♦ Three VHF Control Station Antenna Systems, each consisting of:
 - 50 feet ½ inch Superflex.
 - 50 feet ½ inch LDF.
 - 10dB Yagi Antenna.
- ♦ One UHF Conventional Consolette.
- ♦ One UHF Control Station Antenna System.
 - 50' ½" Superflex.
 - 50' ½" LDF.
 - 10dB Yagi Antenna.
- ♦ Spares.
 - One Hewlett-Packard 2610-48 Ethernet Switch.
 - One Voice Processing Module (VPM).
- ♦ Microwave Equipment.
 - 90 feet microwave waveguide.
 - One 6' Microwave Dish.



2.3 Microwave Link

The Microwave Networks, Inc. (MNI) 6GHz, 4-DS1 microwave link between the Prime Site and the SO will be reconfigured to form a new microwave link between the EOC and the Prime Site. The existing MNI microwave radio, dehydrator, and power system at the SO will be relocated to the EOC, and with the addition of a new antenna system, will form the EOC link-end. The existing MNI microwave link-end at the Prime Site will not be moved; the existing dish antenna will simply be redirected to face the EOC.

This microwave link will provide the EOC MCC 7500 Console Site Link as far as the Williamson County Prime Site. The EOC MCC 7500 Console Site Link will then connect to the existing Williamson County microwave loop system, which, at the Lime Creek site, cross-connects to the City of Austin/Travis County RRS microwave loop system, which ultimately connects to the Master Site. The City of Georgetown Primary MCC 7500 Console Site Link to the Master Site will be disrupted when Williamson County chooses to disconnect the existing microwave link (located in the existing Sheriff's Office equipment room) to the Prime Site during cutover. In order for Georgetown to re-establish the Primary MCC 7500 Console Site Link to the Master Site, Georgetown is responsible for providing connectivity and necessary transport equipment from the Georgetown Dispatch equipment room to the new EOC during and after cutover. The following microwave system diagrams show the current microwave network and the proposed microwave link and its placement in the existing microwave network for Williamson County.

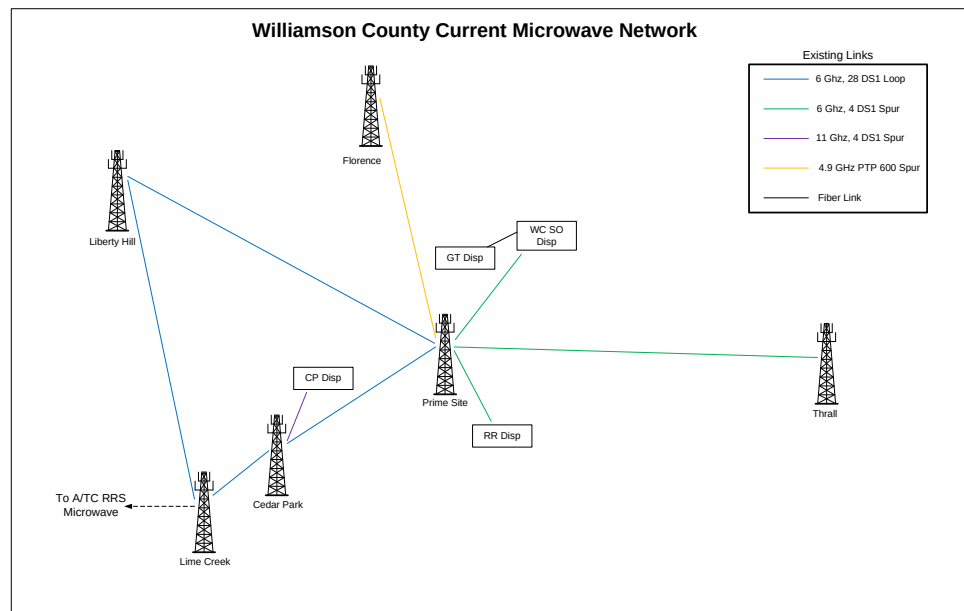


Figure 2-1: Williamson County Current Microwave Network



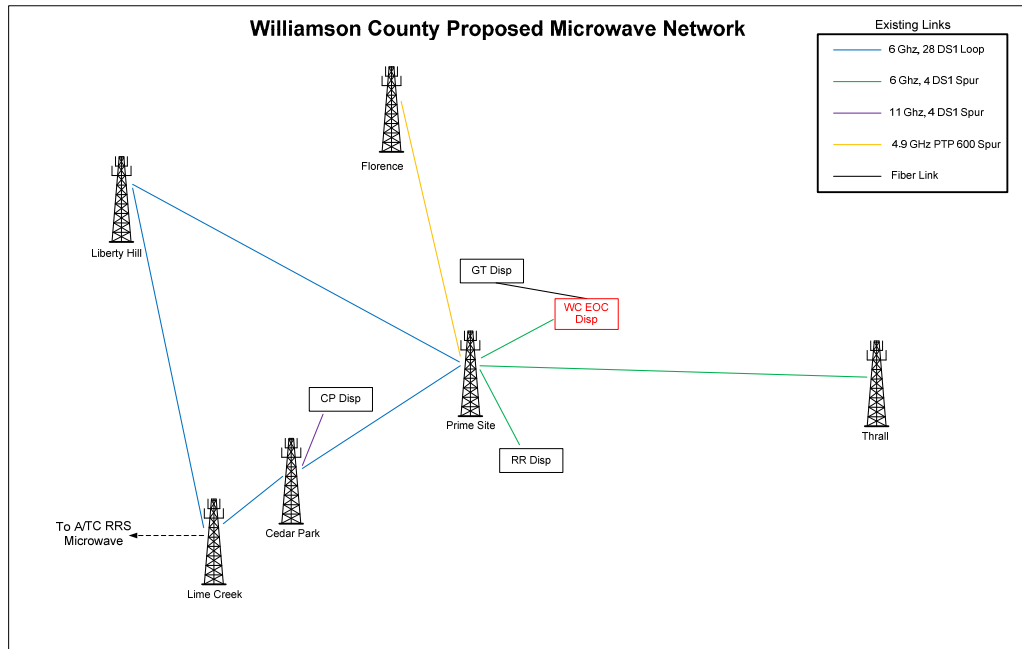


Figure 2-2: Williamson County Proposed Microwave Network

2.4 Relocation Strategy

The relocation of Williamson County’s existing MCC 7500 Console Site to the EOC (the “cutover”) requires careful planning to ensure minimal downtime. A preliminary overview of the cutover plan is given below. The final, detailed cutover plan will be defined in the Detailed Design Review (DDR), and is subject to change pending better understanding of the EOC building design, state of the radio system at that time, etc.

To facilitate minimal cutover downtime, an autonomous second Williamson County Console Site will be created at the EOC to function simultaneously with the Williamson County Console Site at the Sheriff’s Office. To accomplish this, the Master Site will be provisioned for a new MCC 7500 Console Site, and the proper T1 connections will be established on the City of Austin/Travis County microwave system, the Williamson County microwave system, and by 2 leased T1s to the EOC. Upon completion of this phase, all necessary links to the Master Site will be available at the EOC. The existing Williamson County Console Site at the Sheriff’s Office will be fully operational (both Primary and Backup links available) during this phase. This phase also assumes that the EOC is fully constructed and ready for equipment installation, including the EOC tower, and that Williamson County has installed a UPS with sufficient capacity for all equipment in this proposal.



The next phase will involve installing all new equipment provided in this proposal in the EOC equipment and dispatch rooms. During this phase, all seven dispatch consoles and all backroom equipment will be installed and connected to the microwave system installed in the previous phase. The existing Archiving Interface Server (AIS), MCC 7500 IP Logging Recorder, NICE Logging Recorder, Playback Station, and any other NICE-related equipment will be relocated to the EOC at this stage as well to facilitate talkgroup logging at the EOC during the cutover phase. The SO will continue to operate on the Higher Ground logging system during this time, so both the EOC and the SO will retain logging capability with at least one logging system (Higher Ground or AIS/NICE) throughout this project. The existing Aux I/O Server will also be relocated to the EOC during the initial equipment install, leaving the SO without output relay operation (door locks, etc.) from the dispatch consoles. This will be done to ensure output relay operation is working correctly at the EOC before dispatch operators are cut over. At completion of this phase, the EOC will have a functioning MCC 7500 Console Site, complete with backup consolettes and VHF and UHF paging consolettes. It is important to note that, while the EOC Console Site will be completely operational, it will not be operating with redundant Master Site links until the existing microwave link between the Prime Site and SO is moved to create the new microwave link between the Prime Site and EOC. The existing S6000 router located at the Sheriff's Office Console Site will also need to be removed and reinstalled at the EOC. Once this occurs, the SO will be operating without a redundant Master Site link and the EOC will be operating with a redundant Master Site link. If this is not acceptable, a second S6000 Site Router can be added to this proposal for an additional cost. A block diagram of both the EOC and the SO in this initial configuration is shown below in Figure 2-3.

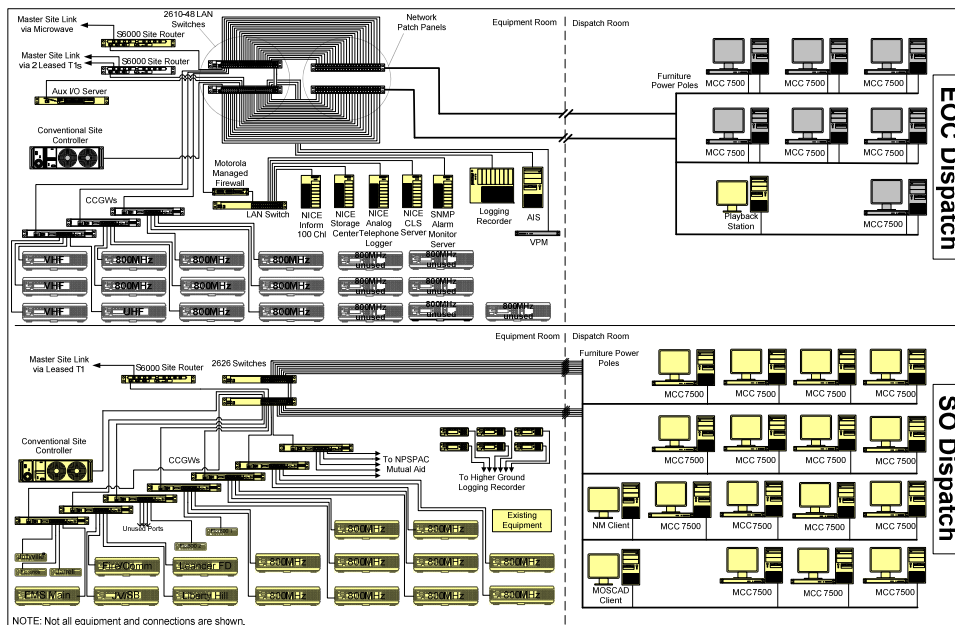


Figure 2-3: Relocation Strategy



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Williamson County, Texas
Phase 1 & Phase 2 Projects
August 27, 2010

With the EOC MCC 7500 Console Site operational, the cutover of dispatch operators may begin. Most likely, the cutover will involve an additional shift of dispatch operators coming to the EOC to dispatch in parallel with the dispatch operators at the Sheriff's Office. This plan is dependent upon availability of 911 positions at each of the sites and other factors, and will be more clearly defined in the DDR. Once all dispatch responsibility has been shifted from the dispatch operators at the Sheriff's Office to the dispatch operators at the EOC, the following will be powered down, removed, and delivered to the EOC:

- ◆ 15 MCC 7500 Dispatch Consoles.
- ◆ Three Existing Racks of MCC 7500 Equipment.
- ◆ One Network Management Client.
- ◆ One MOSCAD Client.

All relocated equipment will then be reinstalled in the EOC. Once reinstallation of the relocated equipment is completed, the EOC MCC 7500 Console Site will be fully functional. The leased T1 line from the Master Site to SO can be removed as it will not be needed. A block diagram of the EOC MCC 7500 Console Site with all new and existing equipment installed is shown below in Figure 2-4. Relocated equipment (not provided in this proposal) is highlighted in yellow.

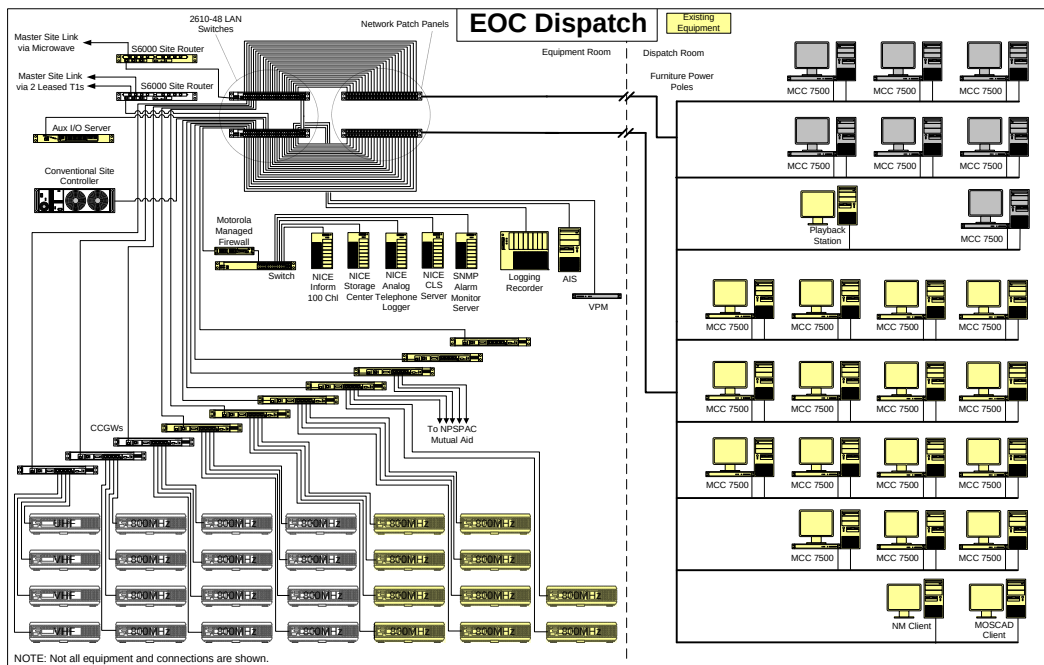


Figure 2-4: EOC MCC 7500 Console Site with all new and existing equipment installed.



The duplication of existing MCC 7500 backroom equipment is necessary to facilitate a cutover with minimal downtime. Once the cutover is complete, this duplicate equipment can function as spares for the radio system, and these spares are outlined below.

- ◆ One S6000 Router.
- ◆ One Conventional Site Controller.
- ◆ Two HP 2626 Network Switches.

2.5 Grade of Service Considerations

With the amount of additional equipment provided in this proposal for the Williamson County Console Site, a single T1 of bandwidth for the Console Site Link will not provide the same grade of service that is currently available. In this context, the grade of service available refers to the number of talkgroups and/or conventional resources that can be dispatched (transmitting or receiving) simultaneously. The number of available resources (trunking system talkgroups or conventional resources connected to CCGWs) is matched to the available Site Link bandwidth by a type of throttling call “Call Counts”. When the Console Site is configured in the system, Trunking (for trunking system talkgroups) and Conventional (for conventional resources connected to CCGWs) Call Counts are assigned according to the Console Site Link bandwidth available. These Call Counts define how many simultaneous talkgroup and conventional conversations may occur at the Console Site. When a call is requested that exceeds the defined Call Count, that call is busied. For example, if the Williamson County Dispatch Trunking Call Count was set to thirty-three and there were exactly thirty-three active talkgroup conversations taking place, the next requested talkgroup call would be busied by the system.

The existing Call Counts set for Williamson County Dispatch are almost at the maximum allowed for a single T1 of bandwidth. In order to maintain the current Grade of Service in the EOC, particularly with respect to Conventional Call Counts, both the Primary and Redundant Console Site Links must be increased to two T1s, and the equipment necessary to do so has been included in this proposal. For the Primary link, this involves adding additional microwave switching equipment to route the second T1 through the Williamson County and Austin/Travis County microwave systems. For the Secondary link, this involves Williamson County leasing an additional T1 (two total) between the EOC and the Master Site.



2.6 Design Caveats and Assumptions

The design presented in this proposal is dependent upon the following caveats:

- ◆ Williamson County is responsible for all civil work at the EOC, including but not limited to:
 - Building planning, construction, and build-out.
 - Tower planning and construction.
 - All needed cable transport mechanisms for all network and coaxial cable (e.g. conduit, raceways, j-hooks, wall penetrations, coaxial entry ports, power poles to dispatch furniture, etc.).
 - All grounding and surge suppression needed to conform to R56 standards
- ◆ Williamson County will provide and install a UPS with sufficient capacity for all equipment provided in this proposal.
- ◆ The dispatch tower will be designed with the proposed antenna systems in mind so that Motorola does not need to perform a tower analysis.
- ◆ Williamson County is responsible for the removal and disposal of the unused and leftover microwave equipment and microwave-related equipment at the Sheriff's Office.
- ◆ It is assumed that the proposed coaxial/waveguide cable lengths are sufficient for the final EOC building layout. If, when the EOC buildings plans are finalized, these lengths are not sufficient, a change order will be required.
- ◆ The VHF and UHF conventional control stations provided (three VHF, one UHF) will be sufficient to interoperate with all VHF and UHF systems required, and none of the existing VHF and UHF control stations at the SO will need to be relocated.
- ◆ Williamson County must lease two T1 circuits between the EOC and the Master Site.
- ◆ The City of Austin/Travis County grants permission to use two additional microwave system DS1s and four additional redundant Core Router ports for the Console Site Links.
- ◆ All relocated equipment is in proper working order.
- ◆ The City of Austin/Travis County RRS has been upgraded to System Release 7.7 or greater by the time this project begins.
- ◆ Williamson County accepts significant downtime of the following resources during the cutover period.
 - Aux I/O Server (door locks, etc. from the dispatch console).
 - NM Terminal.
 - MOSCAD Terminal.
- ◆ Williamson County accepts that the SO Site Link will be non-redundant during the cutover period.



- ♦ Williamson County assumes responsibility for notifying Georgetown that(1) the Georgetown Dispatch Site Link will be non-redundant during the cutover period as well, and (2) that Georgetown is responsible for re-establishing and completely connecting a fiber connection from the Georgetown Dispatch equipment room to the EOC equipment room, including providing and installing the necessary fiber converters, cables, etc.
- ♦ Williamson County will utilize an existing unused S2500 router that was purchased in a past project as one of the additional CCGWs.
- ♦ The 10 CCGWs at the Williamson County EOC have met the maximum number of CCGWs for a console site. If additional CCGWs would like to be used, a new console site would have to be created.
- ♦ There is no console furniture or furniture installation quoted in this proposal.

2.7 VHF Paging Station Addition

Williamson County has requested pricing for a single-site single-channel analog conventional VHF repeater for dispatch connectivity.

The repeater will utilize Williamson County's existing tower, shelter, and rack space at Cedar Park or Liberty Hill. The proposal will also utilize Williamson County's existing VHF conventional consolette located at the EOC dispatch to allow communication with the repeater site. This proposal does not include shelters, towers, UPS or generators.

2.7.1 System Overview

The proposed offering consists of a duplexed VHF repeater and a single antenna system with a 6dB gain omni-directional antenna installed at the repeater site.

An analog module for the existing site router has also been included at the VHF repeater site for backup connectivity to the repeater. Adding the analog module to the site router allows it to function as a CCGW (Conventional Channel Gateway).

2.7.2 Project Responsibilities and Assumptions

Motorola has based the system design on information gathered from meetings with Williamson County and an analysis of their existing system and requirements. All assumptions have been listed below for the County's review. Should Motorola's assumptions be deemed incorrect or not agreeable to Williamson County, a revised proposal with the necessary changes and adjusted costs will be required. Changes to the equipment or scope of the project after contract will require a change order.



This section outlines the assumptions and dependencies used in developing the proposed solution.

- ◆ This proposal does not include any shelters, towers, generators, UPS or other equipment or civil work not specifically outlined in the System Description or Statement of Work.
- ◆ The Williamson County EOC dispatch center is built and equipped with the VHF conventional consolette for this proposal.
- ◆ Cedar Park and Liberty Hill has existing rack space that is sufficient for the proposed equipment.
- ◆ Williamson County is responsible for providing adequate environmental controls to meet the Heating, Ventilation and Air Conditioning (HVAC) and humidity environments as defined in the Motorola document, Standards and Guidelines for Communication Sites (R56) at the existing dispatch and tower site locations. The exact HVAC loading requirements will be reviewed with the County at the Design Review.
- ◆ Motorola will perform R56 grounding audits at each site. Motorola will install and connect equipment per R56 standards.
- ◆ Motorola will not add additional network lines (Microwave or T1 links) but will instead utilize a control station to provide for dispatch connectivity.
- ◆ Any site/location upgrades or modifications are the responsibility of Williamson County.
- ◆ No coverage guarantee/commitment is provided.
- ◆ No subscriber template development is included as part of this proposal.
- ◆ Williamson County is responsible for all frequency procurement and FCC licensing of the VHF channel.
- ◆ Motorola has included a tower analysis for the Liberty Hill or Cedar Park repeater site depending on which site Williamson County chooses as well as the tower at Williamson County dispatch to determine the loading impact of the antenna systems. If any of the towers fail the loading and stress tests, it is Williamson County's responsibility to remediate the tower(s) before Motorola can install the antenna system(s).
- ◆ Approved local, State or Federal permits, as may be required for the installation and operation of the proposed equipment, are the responsibility of Williamson County.
- ◆ Any required system interconnections not specifically outlined here will be provided by the Williamson County. These may include dedicated phone circuits or microwave links.



2.7.3 Infrastructure System Description

At the chosen repeater site, Motorola will install one VHF QUANTAR with duplexer and triple circulator with antenna system. The radio equipment will be powered by Williamson County's existing UPS at the repeater site.

The new VHF paging repeater equipment will either be installed at Liberty Hill or Cedar Park based on Williamson County's preference.

A high level block diagram is shown below in Figure 2-5.

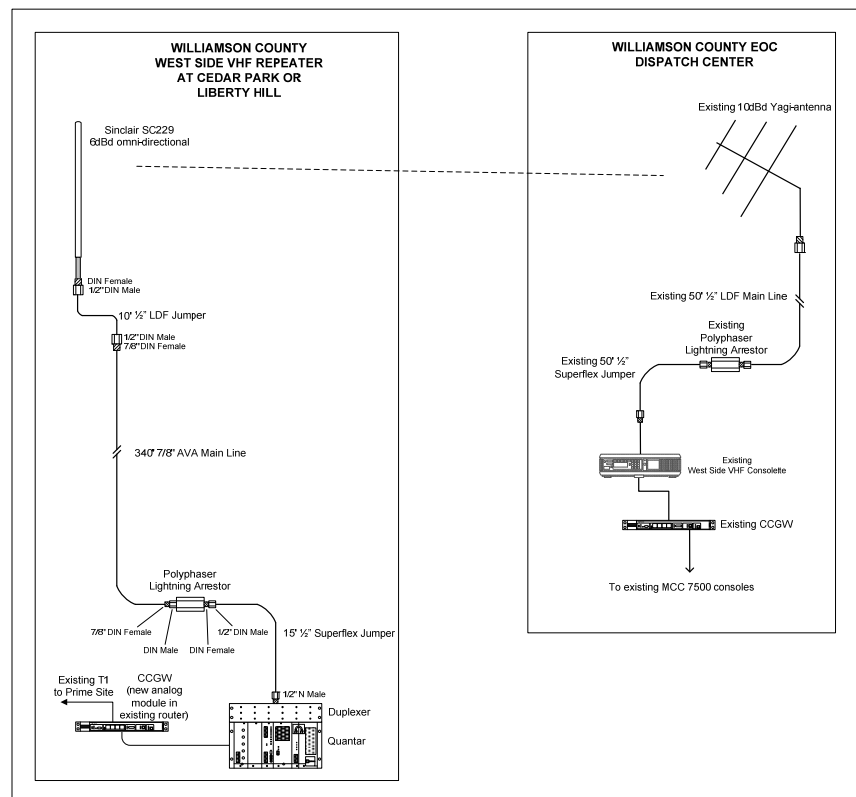


Figure 2-5: Infrastructure Overview



2.7.4 Repeater Site

The detailed design includes the following equipment at the repeater site:

- ♦ One 125 Watt VHF QUANTAR with duplexer and triple circulator.
- ♦ One S2500 Analog Module.
- ♦ One Sinclair 6dB gain omnidirectional antenna system.

Provisions have been included to interface the QUANTAR to the existing MOSCAD system.

Additionally as part of this proposal, Motorola will connect the previously installed East side repeater to the MOSCAD system.

2.7.5 Radio System Coverage

The radio system coverage is largely dependant upon the number of RF sites and their heights and locations. For this proposal, Williamson County provided Motorola with the location of its existing tower site as a preferred site location as opposed to Motorola choosing site locations based on designing for a specific coverage requirement. Motorola is not guaranteeing coverage as to the performance of the proposed repeater system with this proposal. Informational coverage maps for outbound coverage to an XTS portable have been provided for a tower site comparison analysis only, as the primary mobile subscriber in this system will be Minitor V pagers.

2.7.6 Acceptance Test Plan

A detailed acceptance test plan will be presented and reviewed with Williamson County during the Design Review. A high level acceptance test plan is presented below. This high-level plan is subject to change pending final review with Williamson County.

The proposed repeater system will be considered acceptable after successful completion of the following tests:

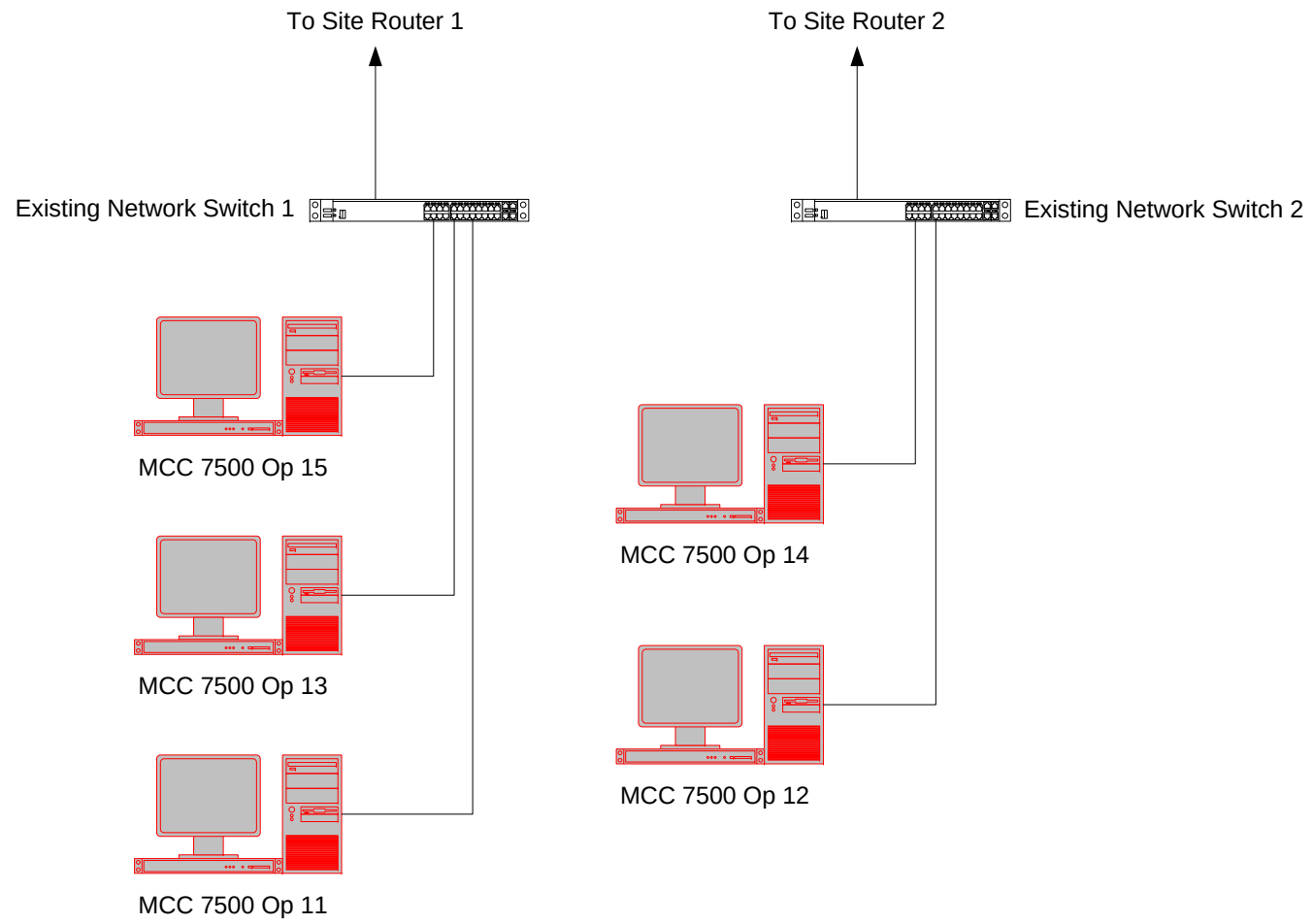
- ♦ Verification of optimization parameters such as repeater power out and antenna sweeps.
- ♦ Verification of QUANTAR alarming.
- ♦ Successful wire-line tone and voice page from an MCC 7500 console to a Minitor V pager in a known-good coverage area.





Section 3. Phase 1 System Drawings

System Drawings are included on the following pages.



MOTOROLA

PROJECT: WILLIAMSON COUNTY
5-OP EXPANSION

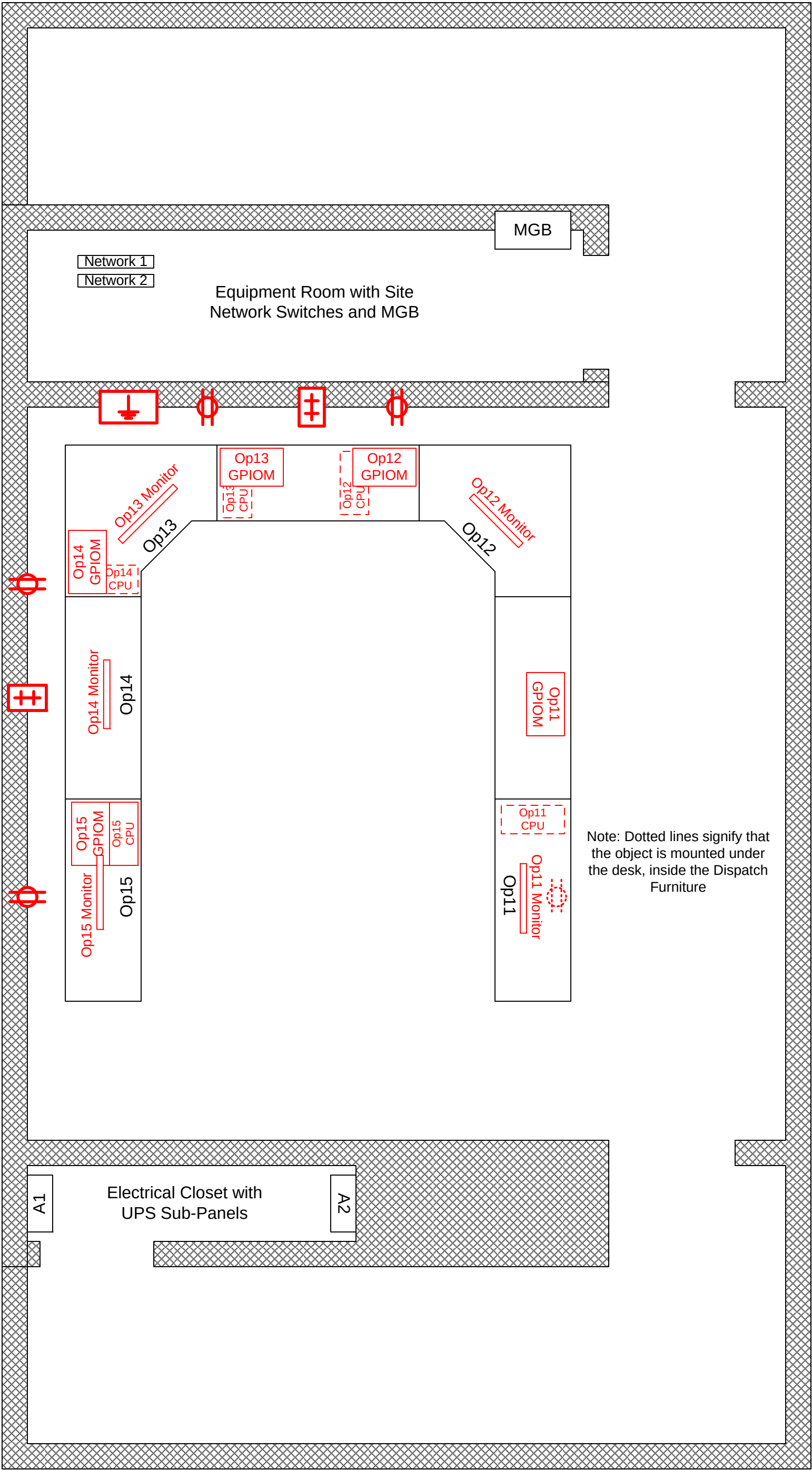
TITLE: BLOCK DIAGRAM, REV0

DESIGNED BY:
KARL ARNDT

DATE:
3 AUG 2010

New Equipment

Existing Equipment



 Outlets to be added

 Network Jacks to be added

 Dispatch MGB to be added

Note: Dispatch SSGBs not shown, each should be mounted near the Op Position to which it is dedicated, and tied back to the Dispatch MGB with a #2



MOTOROLA

PROJECT: WILLIAMSON COUNTY
5-OP EXPANSION

TITLE: FLOORPLAN DIAGRAM, REV1

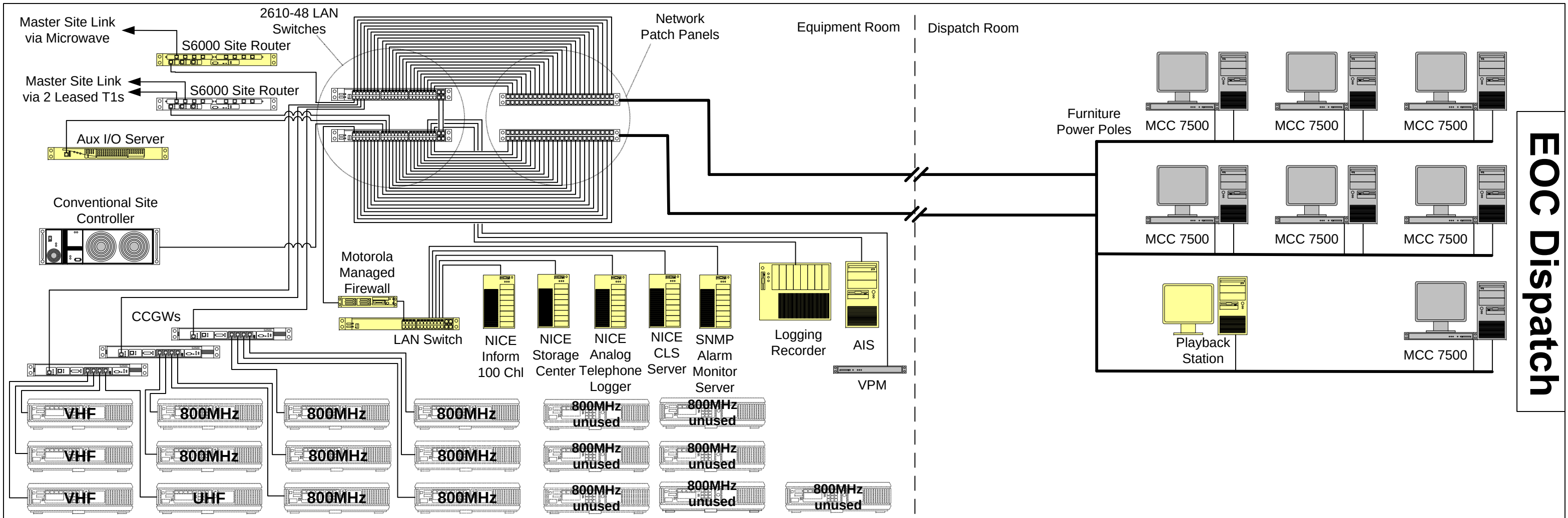
DESIGNED BY:
KARL ARNDT

DATE:
3 AUG 2010

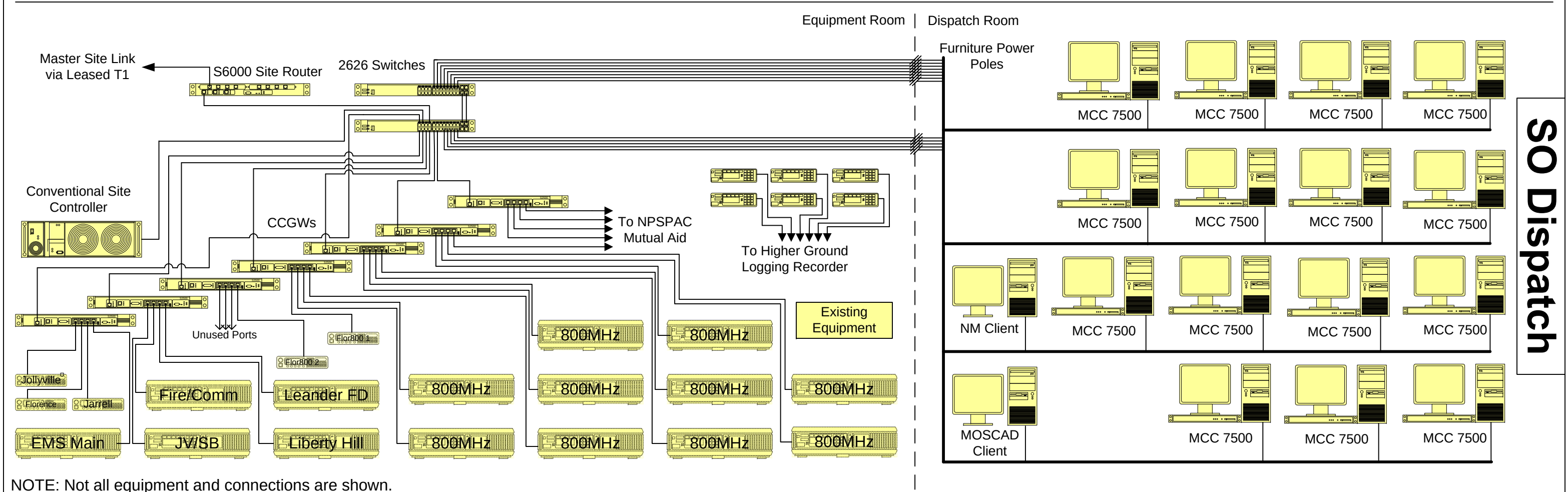


Section 4. Phase 2 System Drawings and Coverage Maps

System Drawings and Coverage Maps are included on the following pages.



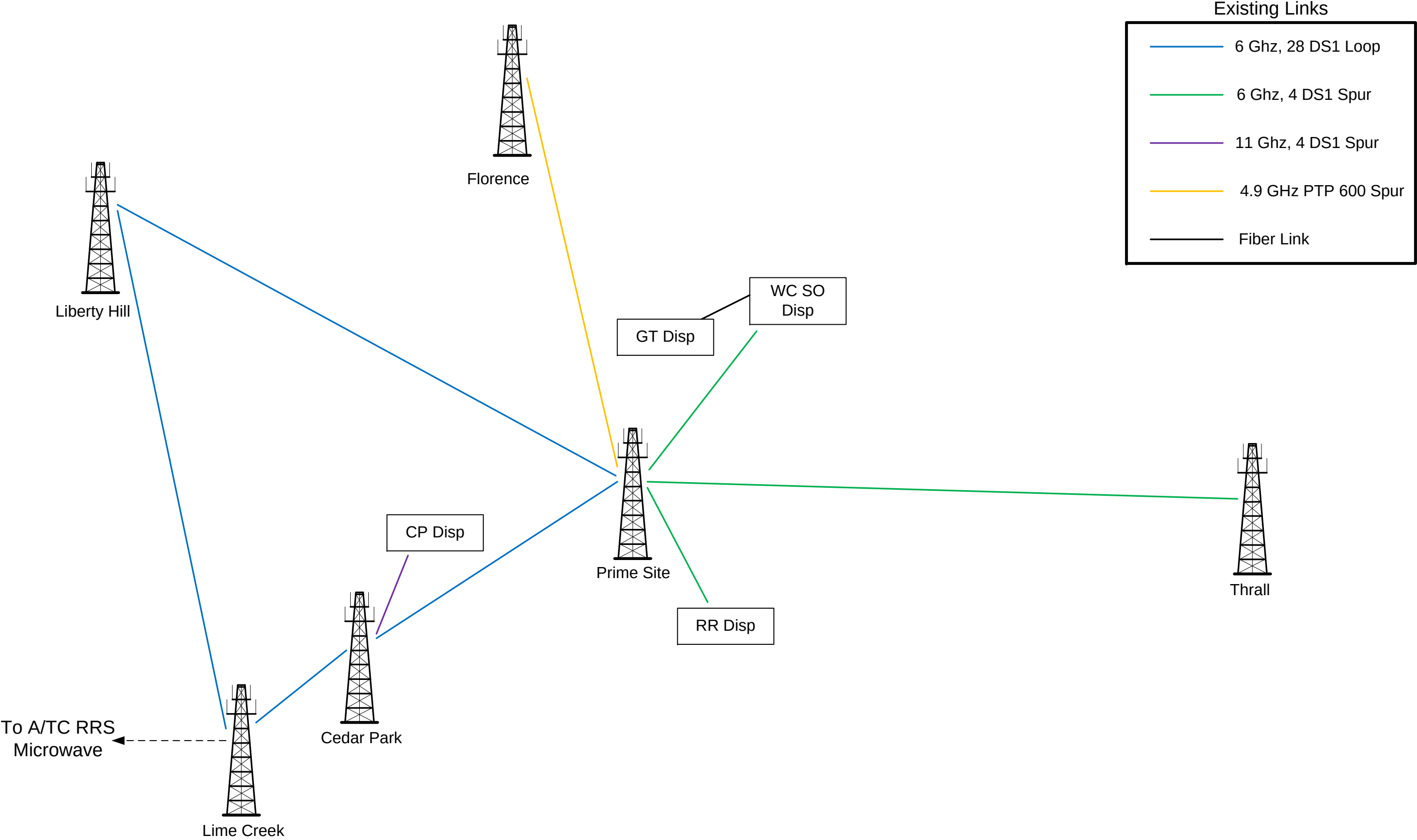
EOC Dispatch



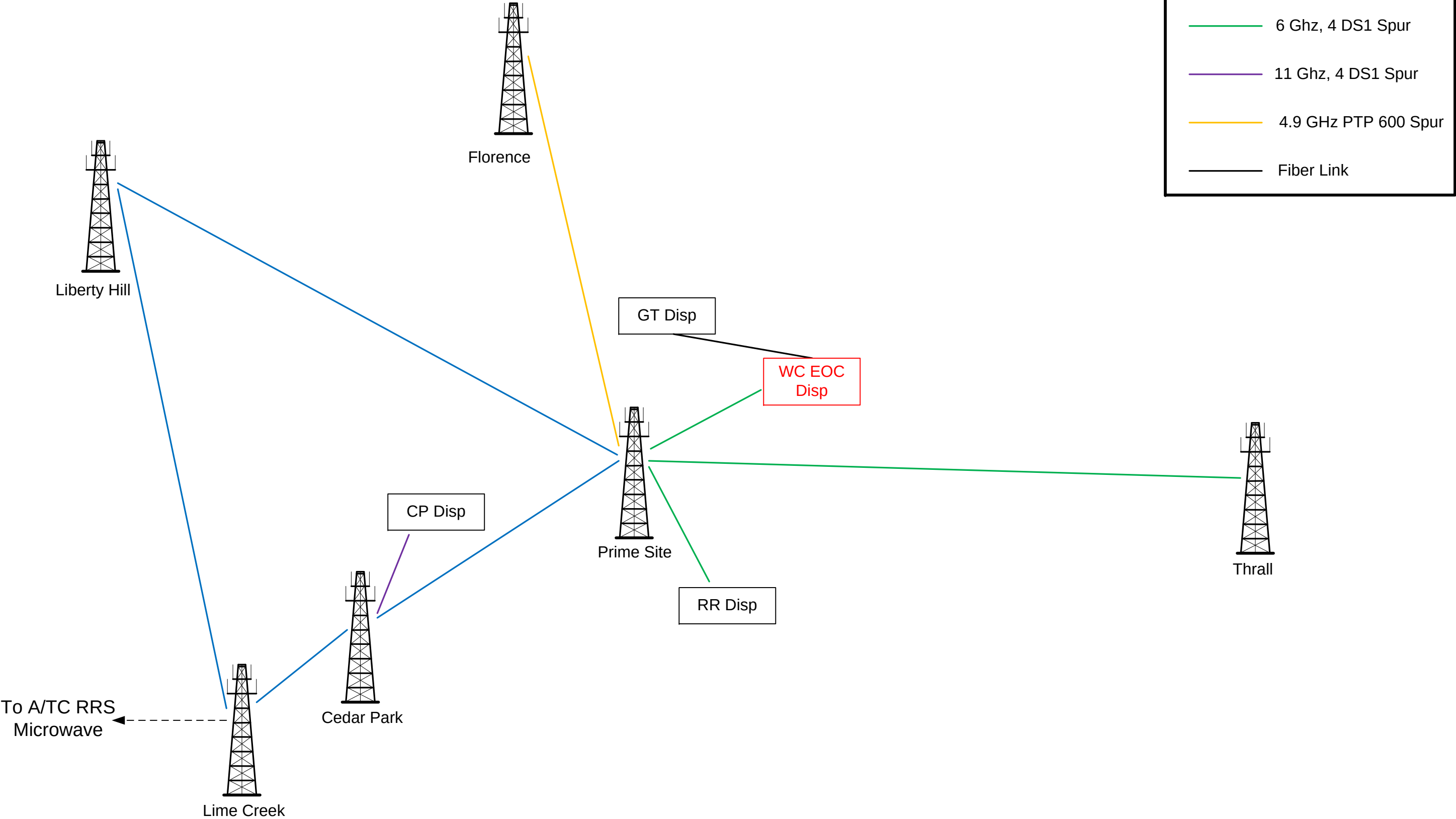
SO Dispatch

NOTE: Not all equipment and connections are shown.

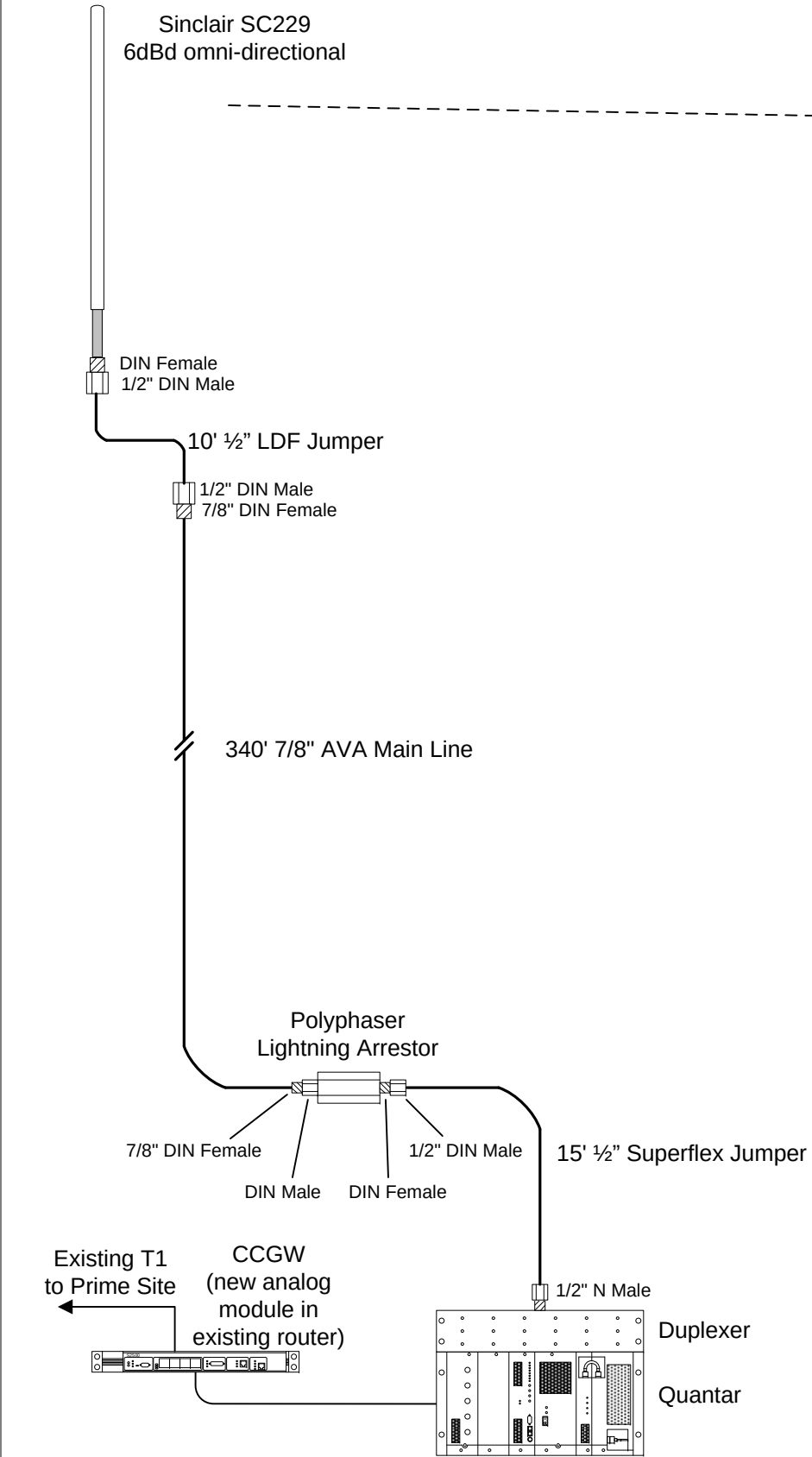
Williamson County Current Microwave Network



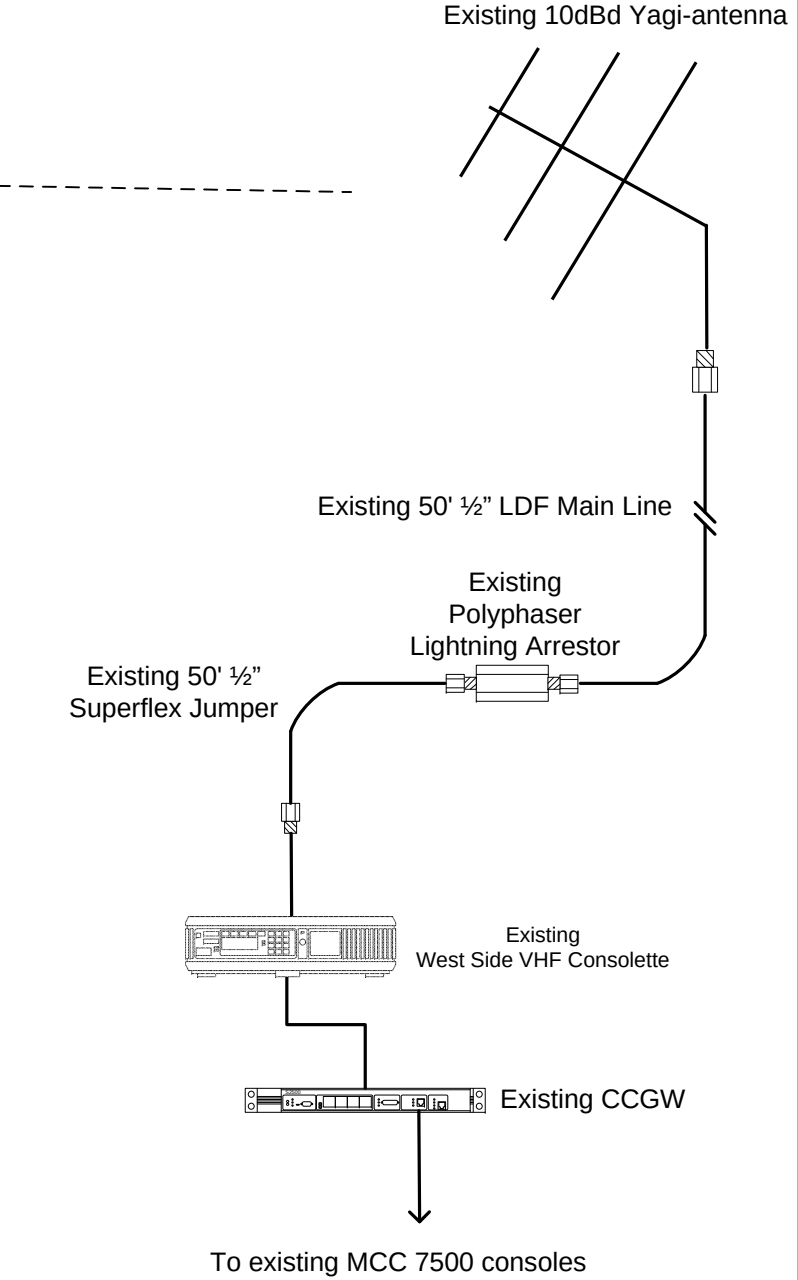
Williamson County Proposed Microwave Network

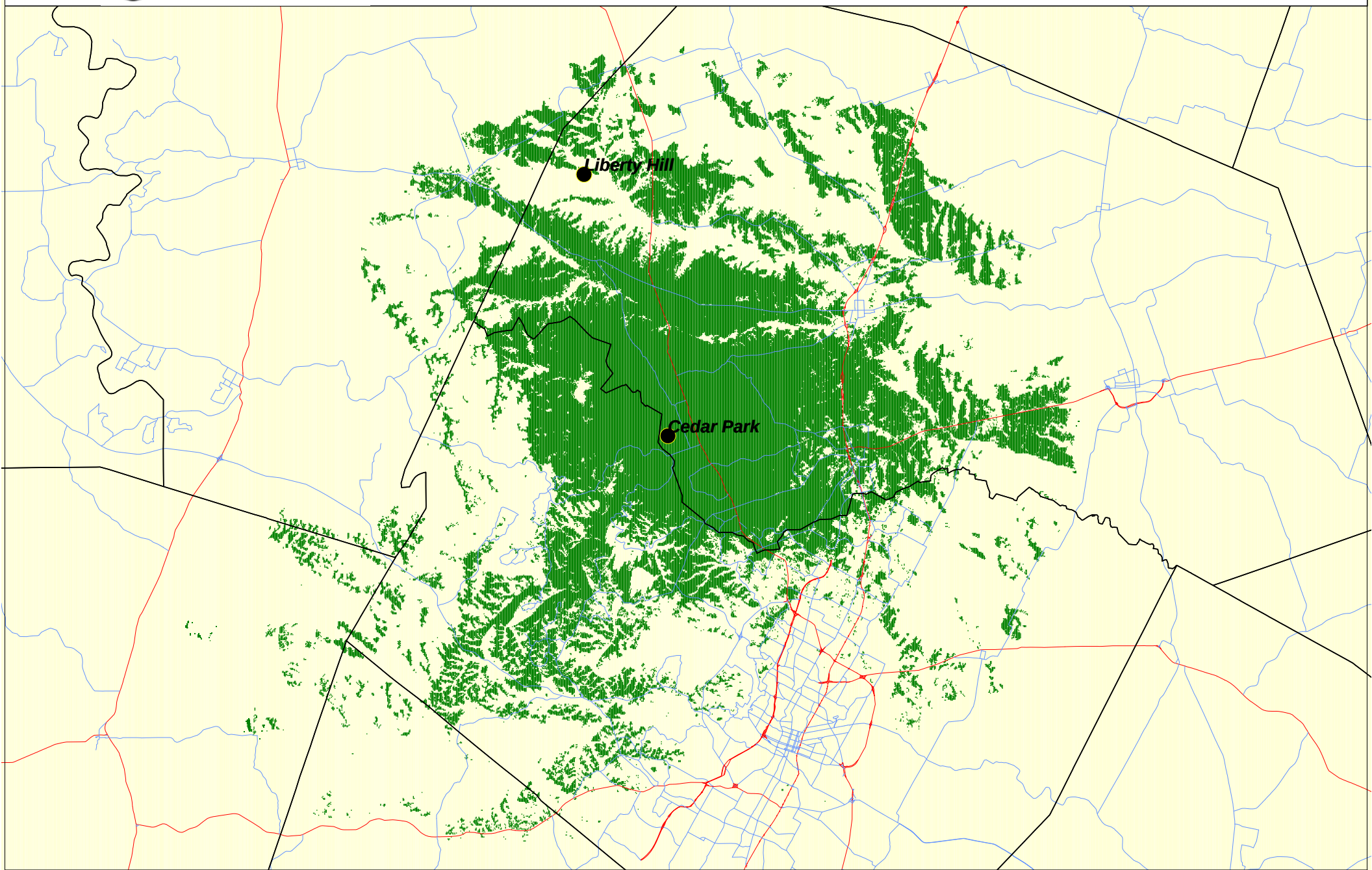


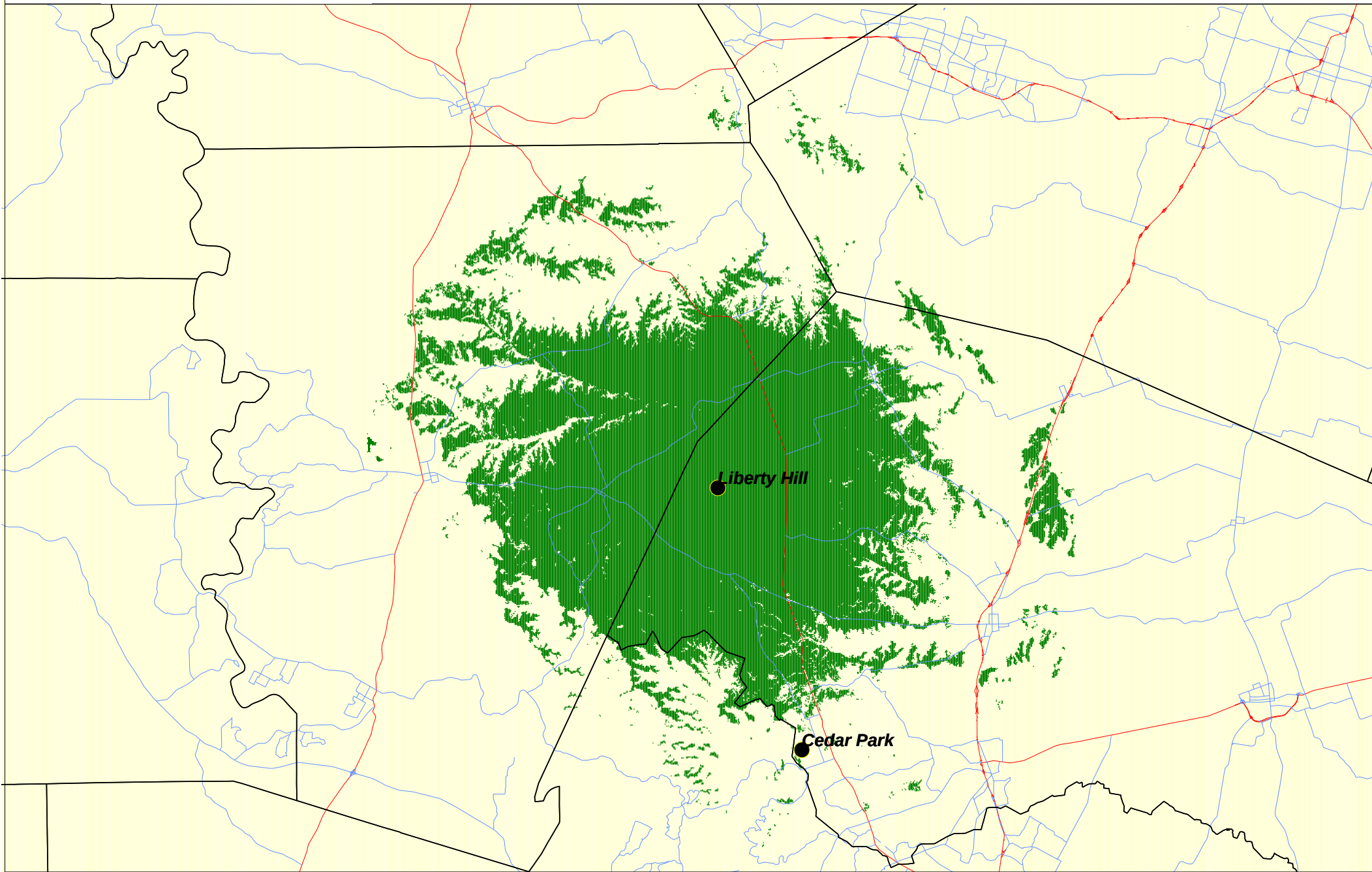
WILLIAMSON COUNTY
WEST SIDE VHF REPEATER
AT CEDAR PARK OR
LIBERTY HILL



WILLIAMSON COUNTY EOC
DISPATCH CENTER



On-street Outbound Coverage using a XTS portable radio
(modeled as a MINITOR V pager)Projection World_Mercator
Center Point 30:30:44.37 N 97:50:37.3 W0 7.20 14.39 mi
1 inch = 7.20 miles @ 1/455947



0 7.20 14.39 mi
1 inch = 7.20 miles @ 1/455947

On-street Outbound Coverage using a XTS portable radio
(modeled as a MINITOR V pager)

Projection World_Mercator
Center Point 30:46:28.69 N 97:58:13.09 W



Section 5. Phase 1 Equipment List

Qty	Nomenclature	Description
5	B1908	MCC 7500 ASTRO 25 SECURE DISPATCH CON
5	CA01221AA	ADD: MCC 7500 DISPATCH CONSOLE HIGH
5	CA00245AA	ADD: ADP ALGORITHM
5	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
5	B1911	MCC 7500 GENERAL PURPOSE I/O MODULE
5	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
10	B1912	MCC SERIES DESKTOP SPEAKER
10	B1913	MCC SERIES HEADSET JACK
5	B1914	MCC SERIES DESKTOP GOOSENECK MICROP
5	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
10	RLN6098	HDST MODULE BASE W/PTT, 15' CBL
10	DSVPR3MCC	PROTECTION MODULE FOR MCC 5500/5700
5	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS
5	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR R
5	DS22WBLK	22" WIDE FORMAT LCD MONITOR BLACK,
5	DDN9617	SW BASED DUAL IRR USB HASP WITH LIC
5	CDN6673	CREATIVE LABS INSPIRE A60
5	DDN9607	SYMANTEC ANTI VIRUS 10.2.1 CORP ED
1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
1	SQM01SUM0186	A25 7.X MASTER SITE UPGRADE MODEL
1	CA00996AD	ADD: NM/ZC LICENSE KEY 7.5
1	CA00997AD	ADD: UCS LICENSE KEY 7.5
1	CA01209AD	ADD: ASTRO 25 IV&D SITE COUNT AFTER
1	CA01225AD	ADD: MCC 7500 CONSOLE LIC (QTY 5) CO
1	CA01225AB	ENH: MCC 7500 CONSOLE LICENSES (QTY
5	DS442460	1/4"X2"X10" GROUND BAR
1	DQUGBKIT2	GROUND BAR 1/4 X 2 1/2 X 12 1/2



Section 6. Phase 2 Equipment List

6.1 Williamson County EOC

Site	Qty	Nomenclature	Description
MASTER_SIT	1	SQM01SUM0193	A25 7.X MASTER SITE UPGRADE MODEL
MASTER_SIT	1	CA00996AF	ADD: NM/ZC LICENSE KEY 7.7
MASTER_SIT	1	CA00997AF	ADD: UCS LICENSE KEY 7.7
MASTER_SIT	1	CA01225AD	ADD: MCC 7500 CONSOLE LIC (QTY 5) CO
MASTER_SIT	2	CA01225AB	ENH: MCC 7500 CONSOLE LICENSES (QTY
MCC 7500	2	CLN1839	2610-48 ETHERNET SWITCH
MCC 7500	1	ST6000	S6000 MNR MULTI-PROTOCOL ROUTER
MCC 7500	1	ST6010	S6000 4-PORT ULTRAWAN MODULE
MCC 7500	1	B1905	MCC 7500 ASTRO 25 SOFTWARE
MCC 7500	7	DDN9650	MCC 7500 WORKSTATION PC (FOR USE W
MCC 7500	7	DS22WBLK	22" WIDE FORMAT LCD MONITOR BLACK,
MCC 7500	7	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS
MCC 7500	7	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR R
MCC 7500	7	DDN9607	SYMANTEC ANTI VIRUS 10.2.1 CORP ED
MCC 7500	7	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
MCC 7500	21	DSSL	120VAC, 15AMP SIMPLEX NEMA 5-15 PL
MCC 7500	7	B1933	MOTOROLA VOICE PROCESSOR MODULE
MCC 7500	7	CA01221AB	ADD: MCC 7500 DISPATCH CONSOLE HIGH
MCC 7500	7	CA00147AF	ADD: MCC 7500 SECURE OPERATION
MCC 7500	7	CA00245AA	ADD: ADP ALGORITHM
MCC 7500	7	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
MCC 7500	14	B1912	MCC SERIES DESKTOP SPEAKER
MCC 7500	7	B1914	MCC SERIES DESKTOP GOOSENECK MICROP
MCC 7500	14	B1913	MCC SERIES HEADSET JACK
MCC 7500	14	RLN6098	HDST MODULE BASE W/PTT, 15' CBL
MCC 7500	14	DSVPR3MCC	PROTECTION MODULE FOR MCC 5500/5700

Site	Qty	Nomenclature	Description
MCC 7500	7	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
MCC 7500	7	DDN9617	SW BASED DUAL IRR USB HASP WITH LIC
MCC 7500	7	CDN6673	CREATIVE LABS INSPIRE 245
MCC 7500	1	T7038	GCP 8000 SITE CONTROLLER
MCC 7500	1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
MCC 7500	1	CA01136AA	ADD: MCC 7500 CONVEN SITE OPER
MCC 7500	1	X153AW	ADD: RACK MOUNT HARDWARE
CCGW	2	SQM01SUM0194	S2500 MULTIPROTOCOL WAN ROUTER
CCGW	2	CA01447AA	ADD: BASE ROUTER
CCGW	2	CA01441AA	ADD: ANALOG CCGW
CCGW	1	ST2513	S2500 ANALOG CONV TO IP IF KIT
OTHER	3	TRN7343	SEVEN AND A HALF FOOT RACK
OTHER	6	DSOP820B	POWER DIST. UNIT SURGE PROTECT 120V
OTHER	2	DSTSJ100BT	EIGHT WIRE PROTECTION MODULE WITH R
OTHER	1	DSTSJADP	HORIZONTAL RACK BUS BAR FOR TSJ AND
BKUP_CS	12	L20URS9PW1 N	10-35W 762-870MHZ XTL 5000 CONSOLE
BKUP_CS	12	G806	ENH: IMBE ASTRO DIGITAL CAI OP
BKUP_CS	12	G51	ENH: 3600 SMARTZONE OPERATION
BKUP_CS	12	G114	ENH: DIGITAL ID DISPLAY
BKUP_CS	12	G361	ENH: ASTRO PROJECT 25 TRUNKING SOFT
BKUP_CS	12	G80	ADD: W7 HW SETUP CONSOLE
BKUP_CS	12	L146	ADD: TONE REMOTE CONTROL XTL 5000
BKUP_CS	12	L73	DEL: MICROPHONE SPECTRA DESKTOP
BKUP_CS	12	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAG
BKUP_CS	12	G193	ADD: ADP SOFTWARE DSP BASED CRYPTO
BKUP_CS	12	TRN7466	MOUNTING BRACKET EIA 19 INCH
BKUP_CS	3	L20KSS9PW1 N	10-50W VHF 136-174MHZ XTL 5000 CONS
BKUP_CS	3	G241	ENH: SOFTWARE ASTRO READY ANALOG TE
BKUP_CS	3	G48	ENH: CONVENTIONAL OPERATION
BKUP_CS	3	G80	ADD: W7 HW SETUP CONSOLE
BKUP_CS	3	L146	ADD: TONE REMOTE CONTROL XTL 5000
BKUP_CS	3	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAG
BKUP_CS	3	TRN7466	MOUNTING BRACKET EIA 19 INCH
BKUP_CS	1	L20QSS9PW1 N	10-40W UHF R1 380-470MHZ XTL 5000 C
BKUP_CS	1	G241	ENH: SOFTWARE ASTRO READY ANALOG TE
BKUP_CS	1	G48	ENH: CONVENTIONAL OPERATION



Site	Qty	Nomenclature	Description
BKUP_CS	1	G80	ADD: W7 HW SETUP CONSOLETTTE
BKUP_CS	1	L146	ADD: TONE REMOTE CONTROL XTL 5000
BKUP_CS	1	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAG
BKUP_CS	1	TRN7466	MOUNTING BRACKET EIA 19 INCH
CS_800_RFD	1	DS43830124SH	SHORT-HAUL CONTROL STATION COMBINER
CS_ANT	50	L1702	CABLE: 1/2" SUPERFLEX POLY JKT PER
CS_ANT	2	CDN6579	1/2" TYPE N MALE PLATED CONNECTOR
CS_ANT	1	DSDSXLMA	DC BLOCK, HIGH POW 700 TO 2200MHZ,
CS_ANT	50	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PE
CS_ANT	1	DDN9385	1/2" TYPE N FEMALE POSITIVE STOP CO
CS_ANT	1	DDN9386	1/2" TYPE N MALE POSITIVE STOP CONN
CS_ANT	1	TDF7611	ANTENNA YAGI 10DB 7 ELEMENT
CS_ANT	50	L1702	CABLE: 1/2" SUPERFLEX POLY JKT PER
CS_ANT	2	CDN6579	1/2" TYPE N MALE PLATED CONNECTOR
CS_ANT	1	DSISB50LNC1	COAX PROTECTOR
CS_ANT	50	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PE
CS_ANT	1	DDN9385	1/2" TYPE N FEMALE POSITIVE STOP CO
CS_ANT	2	DDN9386	1/2" TYPE N MALE POSITIVE STOP CONN
CS_ANT	1	TDD7230	ANTENNA VHF YAGI 10.0 DB N FEMALE
CS_ANT	50	L1702	CABLE: 1/2" SUPERFLEX POLY JKT PER
CS_ANT	2	CDN6579	1/2" TYPE N MALE PLATED CONNECTOR
CS_ANT	1	DSISB50LNC1	COAX PROTECTOR
CS_ANT	50	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PE
CS_ANT	1	DDN9385	1/2" TYPE N FEMALE POSITIVE STOP CO
CS_ANT	2	DDN9386	1/2" TYPE N MALE POSITIVE STOP CONN
CS_ANT	1	TDD7230	ANTENNA VHF YAGI 10.0 DB N FEMALE
CS_ANT	50	L1702	CABLE: 1/2" SUPERFLEX POLY JKT PER
CS_ANT	2	CDN6579	1/2" TYPE N MALE PLATED CONNECTOR
CS_ANT	1	DSISB50LNC1	COAX PROTECTOR
CS_ANT	50	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PE
CS_ANT	1	DDN9385	1/2" TYPE N FEMALE POSITIVE STOP CO
CS_ANT	2	DDN9386	1/2" TYPE N MALE POSITIVE STOP CONN
CS_ANT	1	TDD7230	ANTENNA VHF YAGI 10.0 DB N FEMALE
CS_ANT	50	L1702	CABLE: 1/2" SUPERFLEX POLY JKT PER
CS_ANT	2	CDN6579	1/2" TYPE N MALE PLATED CONNECTOR
CS_ANT	1	DSISB50LNC1	COAX PROTECTOR



Site	Qty	Nomenclature	Description
CS_ANT	50	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PE
CS_ANT	1	DDN9385	1/2" TYPE N FEMALE POSITIVE STOP CO
CS_ANT	1	DDN9386	1/2" TYPE N MALE POSITIVE STOP CONN
CS_ANT	1	DQDB436A	YAGI ANTENNA 10 DB 406 420 MHX
CS_ANT	5	TDN9289	CABLE WRAP WEATHERPROOFING
CS_ANT	7	DSSG1206B2A	1/2" SURE GROUND GROUNDING KIT
MICROWAVE	1	DQMWILLMDISPAD	MICROWAVE QUOTE
MICROWAVE	4	DQ57021B	CXR LARUS CORP
SPARES	1	CLN1839	2610-48 ETHERNET SWITCH
SPARES	1	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU
SPARES	1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
SPARES	1	CA00245AA	ADD: ADP ALGORITHM
SPARES	1	1.01E+09	PWR SPLY 108W AC INP 12VDC OUT W18
SPARES	1	3082933N08	GR500 AC POWER CORD

6.2 VHF Cedar Park

Site	Qty	Nomenclature	Description
WEST_VHF	1	C99ED	QUANTAR/QUANTRO FAMILY MODEL
WEST_VHF	1	001C	QUANTAR STATION
WEST_VHF	1	X530	ADD: 125W QUANTAR, VHF (132-174MHZ)
WEST_VHF	1	X597 A	ENH: CONVENTIONAL ANALOG OPERATION
WEST_VHF	1	X580	ADD: REPEATER OPERATION
WEST_VHF	1	U752	ADD: POWER CORD, 12 FT AC, QTAR
WEST_VHF	1	X182	ADD: FACTORY INSTALLED DUPLEXER, VH
WEST_VHF	1	X676	ADD: CIRC, TRIPLE
WEST_VHF	1	X327	ALT: CIRCULATOR & DUPLEXER LOWER RA
WEST_VHF	1	X696	ADD: TRAY, PERIPHERAL FOR QUANTAR
WEST_VHF	1	X932	ADD: REPEATER ACC SAM
WEST_VHF	1	X288	ENH: REMOTE RSS COMPATIBILITY
WEST_VHF	1	X741	ALT: MODULAR RACK, 30";16 RACK UNIT
WEST_VHF	1	RVN4110	RSS SAM FIELD PROGRAMMER
WEST_VHF	1	ST2513	S2500 ANALOG CONV TO IP IF KIT
WEST_VHF	1	F4528	GMC_PER_DEVICE_SW_LICENSES
WEST_VHF	1	V801	GMC_SW_LIC_PER_MUT_AID_QUANTAR
WEST_VHF	1	F2463	RTU_PER_DEVICE_SW_LICENSES



Site	Qty	Nomenclature	Description
WEST_VHF	1	V832	RTU_SW_LIC_PER_MUT_AID_QUANTAR
EAST_VHF	1	F4528	GMC_PER_DEVICE_SW_LICENSES
EAST_VHF	1	V801	GMC_SW_LIC_PER_MUT_AID_QUANTAR
EAST_VHF	1	F2463	RTU_PER_DEVICE_SW_LICENSES
EAST_VHF	1	V832	RTU_SW_LIC_PER_MUT_AID_QUANTAR
WEST_ANT	1	DSSC229SFXLDF	LOW PIM COLLINEAR OMNI ANTENNA, 6
WEST_ANT	15	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PE
WEST_ANT	1	TT05057AA	ADD: 1/2" 7-16 DIN MALE, POSITIVE S
WEST_ANT	1	TT04967AA	ADD: CONNECTOR ATTACHMENT LDF4 ANTE
WEST_ANT	1	TT05056AA	ADD: 1/2" 7-16 DIN MALE, POSITIVE S
WEST_ANT	2	TDN9289	CABLE WRAP WEATHERPROOFING
WEST_ANT	375	L3323	CABLE: 7/8" AVA HELIAX POLY JKT PER
WEST_ANT	1	TT05172AA	ADD: 7/8" 7-16 DIN FEMALE POSITIVE
WEST_ANT	1	TT04969AA	ADD: CONNECTOR ATTACHMENT FEE FOR A
WEST_ANT	1	DDN9496	7/8" 7-16 DIN FEMALE POSITIVE STO
WEST_ANT	7	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT
WEST_ANT	2	DSL5SGRIP	7/8" SUPPORT HOIST GRIP
WEST_ANT	13	MDN6817	7/8" CABLE HANGER STAINLESS, 10 PK
WEST_ANT	1	DS1050125AA	RF SURGE 100-512 MHZ MA DIN
WEST_ANT	20	L1702	CABLE: 1/2" SUPERFLEX POLY JKT PER
WEST_ANT	1	DSF4PDMV2C	1/2" 7-16 DIN MALE CONNECTOR
WEST_ANT	1	DSF4NRHC	1/2" TYPE N MALE RIGHT ANGLE CONNE
WEST_SPARE	1	HMN1001	MICROPHONE, LOCAL TEST, MOBILE, HT9
WEST_SPARE	1	TLN3254	FRU VHF 125W POWER AMP R2
WEST_SPARE	1	TLN3251	FRU VHF RANGE 2 RECEIVER
WEST_SPARE	1	TLN3253	FRU VHF RANGE 2 EXCITER
WEST_SPARE	1	CLN8480	FRU EPIC5 CNTL BD - CNV/6809/ATACRX
WEST_SPARE	1	TLN3259	FRU 625 W AC POWER SUPPLY



6.3 VHF Liberty Hill

Site	Qty	Nomenclature	Description
WEST_VHF	1	C99ED	QUANTAR/QUANTRO FAMILY MODEL
WEST_VHF	1	001C	QUANTAR STATION
WEST_VHF	1	X530	ADD: 125W QUANTAR, VHF (132-174MHZ)
WEST_VHF	1	X597 A	ENH: CONVENTIONAL ANALOG OPERATION
WEST_VHF	1	X580	ADD: REPEATER OPERATION
WEST_VHF	1	U752	ADD: POWER CORD, 12 FT AC, QTAR
WEST_VHF	1	X182	ADD: FACTORY INSTALLED DUPLEXER, VH
WEST_VHF	1	X676	ADD: CIRC, TRIPLE
WEST_VHF	1	X327	ALT: CIRCULATOR & DUPLEXER LOWER RA
WEST_VHF	1	X696	ADD: TRAY, PERIPHERAL FOR QUANTAR
WEST_VHF	1	X932	ADD: REPEATER ACC SAM
WEST_VHF	1	X288	ENH: REMOTE RSS COMPATIBILITY
WEST_VHF	1	X741	ALT: MODULAR RACK, 30";16 RACK UNIT
WEST_VHF	1	RVN4110	RSS SAM FIELD PROGRAMMER
WEST_VHF	1	ST2513	S2500 ANALOG CONV TO IP IF KIT
WEST_VHF	1	F4528	GMC_PER_DEVICE_SW_LICENSES
WEST_VHF	1	V801	GMC_SW_LIC_PER_MUT_AID_QUANTAR
WEST_VHF	1	F2463	RTU_PER_DEVICE_SW_LICENSES
WEST_VHF	1	V832	RTU_SW_LIC_PER_MUT_AID_QUANTAR
EAST_VHF	1	F4528	GMC_PER_DEVICE_SW_LICENSES
EAST_VHF	1	V801	GMC_SW_LIC_PER_MUT_AID_QUANTAR
EAST_VHF	1	F2463	RTU_PER_DEVICE_SW_LICENSES
EAST_VHF	1	V832	RTU_SW_LIC_PER_MUT_AID_QUANTAR
WEST_ANT	1	DSSC229SFXLDF	LOW PIM COLLINEAR OMNI ANTENNA, 6
WEST_ANT	15	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PE
WEST_ANT	1	TT05057AA	ADD: 1/2" 7-16 DIN MALE, POSITIVE S
WEST_ANT	1	TT04967AA	ADD: CONNECTOR ATTACHMENT LDF4 ANTE
WEST_ANT	1	TT05056AA	ADD: 1/2" 7-16 DIN MALE, POSITIVE S
WEST_ANT	2	TDN9289	CABLE WRAP WEATHERPROOFING
WEST_ANT	375	L3323	CABLE: 7/8" AVA HELIAX POLY JKT PER
WEST_ANT	1	TT05172AA	ADD: 7/8" 7-16 DIN FEMALE POSITIVE
WEST_ANT	1	TT04969AA	ADD: CONNECTOR ATTACHMENT FEE FOR A
WEST_ANT	1	DDN9496	7/8" 7-16 DIN FEMALE POSITIVE STO



Site	Qty	Nomenclature	Description
WEST_ANT	7	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT
WEST_ANT	2	DSL5SGRIP	7/8" SUPPORT HOIST GRIP
WEST_ANT	13	MDN6817	7/8" CABLE HANGER STAINLESS, 10 PK
WEST_ANT	1	DS1050125AA	RF SURGE 100-512 MHZ MA DIN
WEST_ANT	20	L1702	CABLE: 1/2" SUPERFLEX POLY JKT PER
WEST_ANT	1	DSF4PDMV2C	1/2" 7-16 DIN MALE CONNECTOR
WEST_ANT	1	DSF4NRHC	1/2" TYPE N MALE RIGHT ANGLE CONNE
WEST_SPARE	1	HMN1001	MICROPHONE, LOCAL TEST, MOBILE, HT9
WEST_SPARE	1	TLN3254	FRU VHF 125W POWER AMP R2
WEST_SPARE	1	TLN3251	FRU VHF RANGE 2 RECEIVER
WEST_SPARE	1	TLN3253	FRU VHF RANGE 2 EXCITER
WEST_SPARE	1	CLN8480	FRU EPIC5 CNTL BD - CNV/6809/ATACRX
WEST_SPARE	1	TLN3259	FRU 625 W AC POWER SUPPLY

6.4 Williamson County EOC VPM Option

Site	Qty	Nomenclature	Description
VPM	15	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU
VPM	15	CA00147AF	ADD: MCC 7500 SECURE OPERATION
VPM	15	CA00245AA	ADD: ADP ALGORITHM
VPM	1	B1934	MOTOROLA VOICE PROCESSOR MODULE
VPM	1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
VPM	1	CA00245AA	ADD: ADP ALGORITHM
VPM	1	1.01E+09	PWR SPLY 108W AC INP 12VDC OUT W18
VPM	1	3082933N08	GR500 AC POWER CORD





Section 7. Phase 1 Statement of Work

7.1 Contract

7.1.1 Contract Award (Milestone)

Williamson County and Motorola execute the contract and both parties receive all the necessary documentation.

7.1.2 Contract Administration

Motorola Responsibilities

- ◆ Assign a Project Manager, as the single point of contact with authority to make project decisions.
- ◆ Assign resources necessary for project implementation.
- ◆ Set up the project in the Motorola information system.
- ◆ Schedule the project kick-off meeting with Williamson County.

Williamson County Responsibilities

- ◆ Assign a Project Manager, as the single point of contact responsible for Williamson County signed approvals.
- ◆ Assign other resources necessary to ensure completion of project tasks for which Williamson County is responsible.

Completion Criteria

- ◆ Motorola internal processes are set up for project management.
- ◆ Both Motorola and Williamson County assign all required resources.
- ◆ Project kickoff meeting is scheduled.

7.1.3 Project Kickoff

Motorola Responsibilities

- ◆ Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- ◆ Ensure key project team participants attend the meeting.
- ◆ Introduce all project participants attending the meeting.
- ◆ Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- ◆ Review the overall project scope and objectives with Williamson County.
- ◆ Review the resource and scheduling requirements with Williamson County.
- ◆ Review the Project Schedule with Williamson County to address upcoming milestones and/or events.
- ◆ Review the teams' interactions (Motorola and Williamson County), meetings, reports, milestone acceptance, and Williamson County's participation in particular phases.

Williamson County Responsibilities

- ◆ Williamson County's key project team participants attend the meeting.
- ◆ Review Motorola and Williamson County responsibilities.

Completion Criteria

- ◆ Project kick-off meeting completed.
- ◆ Meeting notes identify the next action items.

7.2 Contract Design Review (CDR)

7.2.1 Review Contract Design

Motorola Responsibilities

- ◆ Meet with Williamson County project team.
- ◆ Review the operational requirements and the impact of those requirements on various equipment configurations.
- ◆ Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- ◆ Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- ◆ Discuss the proposed Cutover Plan and methods to document a detailed procedure.



- ◆ Submit design documents to Williamson County for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, and install.
- ◆ Prepare equipment layout plans for field install.
- ◆ Establish demarcation point (SUPPLIED BY THE MOTOROLA SYSTEM ENGINEER) to define the connection point between the Motorola-supplied equipment and Williamson County-supplied link(s) and external interfaces.
- ◆ Finalize development plan.
- ◆ Determine each site's ability to accommodate proposed equipment based upon physical capacity.
- ◆ If applicable, test existing equipment with which Motorola equipment will interface.
- ◆ Prepare Site Evaluation Report that summarizes findings of above-described site evaluations.

Restrictions

- ◆ If, for any reason, any of the proposed site cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by Williamson County and documented through the change order process.

Williamson County Responsibilities

- ◆ Williamson County's key project team participants attend the meeting.
- ◆ Make timely decisions, according to the Project Schedule.

Completion Criteria

- ◆ Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- ◆ Incorporate any deviations from the proposed system into the contract documents accordingly.
- ◆ The system design is "frozen," in preparation for subsequent project phases such as Order Processing and Manufacturing.
- ◆ A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

7.2.2 Design Approval (Milestone)

- ◆ Williamson County executes a Design Approval milestone document.



7.3 Order Processing

7.3.1 Process Equipment List

Motorola Responsibilities

- ♦ Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- ♦ Enter order into Motorola's Order Fulfillment (COF) system.
- ♦ Create Ship Views, to confirm with Williamson County the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- ♦ Create equipment orders.
- ♦ Reconcile the equipment list(s) to the Contract.
- ♦ Procure third-party equipment if applicable.

Williamson County Responsibilities

- ♦ Approve shipping location(s).
- ♦ Complete and provide Tax Certificate information verifying tax status of shipping location.

Completion Criteria

- ♦ Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- ♦ Trial validation completed.
- ♦ Bridge the equipment order to the manufacturing facility.

7.4 Manufacturing

7.4.1 Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities

- ♦ Manufacture the five MCC 7500 Consoles and associated equipment necessary for the system based on agreed upon design.

Williamson County Responsibilities

- ♦ None.



Completion Criteria

- ◆ Consoles shipped to the field.

7.4.2 Ship Equipment to Field

Motorola Responsibilities

- ◆ Pack system for shipment to final destination.
- ◆ Arrange for shipment to the field.

Williamson County Responsibilities

- ◆ None.

Completion Criteria

- ◆ Equipment ready for shipment to the field.

7.5 System Installation

7.5.1 Console Installation

Motorola Responsibilities

Install five MCC 7500 Console Operator Positions consoles and associated equipment in the Williamson County Emergency Communications Dispatch Center:

- ◆ Each of the five MCC 7500 Op Positions consists of:
 - MCC 7500 Operator Position License.
 - Workstation PC with:
 - ◆ MCC 7500 Dispatch Software Application.
 - ◆ IMBE Voice Card.
 - ◆ Secure Card with ADP Encryption.
 - ◆ 22" Flat Panel Monitor.
 - ◆ Keyboard.
 - ◆ Optical Mouse.
- ◆ General-Purpose Input/Output Module (GPIOM).
- ◆ Speakers for Select and Unselect Audio.
- ◆ Gooseneck Microphone.
- ◆ Headset Jacks.
- ◆ Headset Jack Bottoms (Headset Tops not included).
- ◆ Footswitch.
- ◆ Instant Recall Recording Software with Speakers.



- Not configured for Dual IRR; only one channel, for Radio Select Audio, will be functional.
- ♦ Equipment will be install in existing dispatch furniture (see attached floor plan diagram).
- ♦ Due to space limitations, all of the GPIOMs and 15 Workstation PC's will be installed on the desktops in the existing monitor trees.
- ♦ Install network patch panel in the existing equipment room on Williamson County provided and already existing network rack. Eight CAT-5 connections will then be run from panel to network jack panels install in the wall behind dispatch furniture, (see attached floor plan diagram).
- ♦ Connect Williamson County-supplied, previously identified circuits into the console, to a demarcation point located within 25 feet of the console interface.
- ♦ Install/Mount a Main Ground Bus (MGB) on dispatch room wall.
- ♦ Connect the appropriate equipment to Williamson County supplied ground system in accordance with Motorola's R56 Site Installation Standards. This includes:
 - Mounting a Main Ground Bus (MSB) in the dispatch room wall behind the dispatch furniture to be connected to the existing MGB in the equipment room.
 - Mount five Sub-System Ground Busses (SSGBs) (one for each Op) in the dispatch furniture, which will be connected to the MGB for grounding the OP position components.
- ♦ Perform the console programming, based on the existing Williamson County console templates.
- ♦ Optional Electrical work: Motorola will install the necessary electrical circuits to power the Op Positions. The positions will be powered by existing UPS system in the "old" equipment room in the sub-panel. Motorola will run five 120VAC-20A circuits to the dispatch room where four of the circuits will terminate at the wall behind the dispatch equipment and the fifth circuit will terminate at the dispatch furniture for Op 11.

Williamson County Responsibilities

- ♦ Provide demarcation point located within 25 feet of the console interface.
- ♦ Please refer to the attached floor plan Diagram for information required from Williamson County for grounding work to meet the R56 standards.
- ♦ If the optional electrical work component is not chosen, Williamson County is responsible for providing all aspects of that component (described in the System Description).
- ♦ Regardless if the optional electrical work is selected or not, Williamson County must relocate the existing 120VAC-20A circuit outlet that powers the 911 equipment at Position 1 to the center section of the dispatch furniture in order to make room for the Op 11 Workstation PC. This must be completed by Williamson County in order for Motorola to complete the work in this proposal.



- ♦ If both 911 and Radio audio are desired in the MCC 7500 headset, Williamson County is responsible for providing installed and functional ACU interface boxes that facilitate the connection.
- ♦ Williamson County is responsible for approving the attached Op Position mounting/placement plan; the existing dispatch furniture has limited space available for additional equipment, and a significant change in equipment placement may require a change order to this proposal.

Project Caveats

- ♦ The existing UPS, subpanels, and breakers will be used to run the electrical circuits.
- ♦ The existing UPS, at the time of this proposal, has adequate capacity to support the proposed equipment; if WC adds a significant amount of equipment to this UPS before the proposed equipment is installed.
- ♦ The grounding work in this proposal will properly ground only the equipment installed by Motorola. This work does not constitute an exhaustive R56 treatment of the dispatch room, and aspects such as existing exposed conduit and existing equipment will most likely fail the final R56 audit done at the end of the project.
- ♦ This proposal assumes that no additional console configurations (.ELT files) will be created by Motorola; the Op Positions installed in this project will use the existing ELTs.
- ♦ No spares have been included in this proposal.

Completion Criteria

- ♦ Console installation is complete.

7.5.2 Console Installation Complete

- ♦ Console installation completed and accepted by Williamson County.

7.5.3 System Installation Acceptance (Milestone)

- ♦ All equipment installations are completed and accepted by Williamson County.



7.6 System Optimization

7.6.1 Optimize System FNE

Motorola Responsibilities

- ◆ Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- ◆ Verify that all audio and data levels are at factory settings.
- ◆ Motorola and its subcontractors optimize consoles.
- ◆ Verify communication interfaces between devices for proper operation.
- ◆ Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.
- ◆ Integrate the consoles into the system to ensure proper operation.
- ◆ Setup the consoles on the new radio system to perform the dispatching operation.

Williamson County Responsibilities

- ◆ Provide access/escort to the sites.
- ◆ Provide required radio ID and alias information to enable alias database setup for interface to console.
- ◆ Dispatchers to use the existing conventional system icons for dispatching until cutover.

Completion Criteria

- ◆ System optimization is complete.

7.6.2 Link Verification

Motorola Responsibilities

- ◆ Perform test to verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.

Williamson County Responsibilities

- ◆ Make available the required links which meet the specifications supplied by Motorola at the CDR.

Completion Criteria

- ◆ Link verification successfully completed.



7.6.3 Optimization Complete

- ◆ System optimization is completed. Motorola and Williamson County agree that the equipment is ready for acceptance testing.

7.7 Audit and Acceptance Testing

7.7.1 Perform R56 Audit

Motorola Responsibilities

- ◆ Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.
- ◆ Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's R 56 Standards and Guidelines for Communication Sites.

Williamson County Responsibilities

- ◆ Provide access/escort to the sites.
- ◆ Witness tests, (if desired).

Completion Criteria

- ◆ All R56 Standards and Guidelines for Communication Sites audits completed successfully.

7.7.2 Perform Equipment Testing

Motorola Responsibilities

- ◆ Test individual components of the system to verify compliance to the equipment specifications.
- ◆ Repeat any failed test(s) once Motorola (or Williamson County) has completed the corrective action(s).
- ◆ Prepare documentation of component tests to be delivered as part of the final documentation package.

Williamson County Responsibilities

- ◆ Witness tests if desired.

Completion Criteria

- ◆ Successful completion of equipment testing.



7.7.3 Perform Functional Testing

Motorola Responsibilities

- ♦ Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- ♦ If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- ♦ Document all issues that arise during the acceptance tests.
- ♦ Document the results of the acceptance tests and present to Williamson County for review.
- ♦ Resolve any minor task failures before Final System Acceptance.

Williamson County Responsibilities

- ♦ Witness the functional testing.

Completion Criteria

- ♦ Successful completion of the functional testing.
- ♦ Williamson County approval of the functional testing.

7.7.4 System Acceptance Test Procedures (Milestone)

- ♦ Williamson County approves the completion of all the required tests.

7.8 Finalize

7.8.1 Cutover

Motorola Responsibilities

- ♦ Motorola and Williamson County develop a mutually agreed upon cutover plan based upon discussions held during the CDR.
- ♦ During cutover, follow the written plan and implement the defined contingencies, as required.
- ♦ Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.



Williamson County Responsibilities

- ◆ Attend cutover meetings and approve the cutover plan.
- ◆ Notify the user group(s) affected by the cutover (date and time).
- ◆ Conduct a roll call of all users working during the cutover, in an organized and methodical manner.

Completion Criteria

- ◆ Successful migration from the old system to the new system.

7.8.2 Resolve Punchlist

Motorola Responsibilities

- ◆ Work with Williamson County to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

Williamson County Responsibilities

- ◆ Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

Completion Criteria

- ◆ All punchlist items resolved and approved by Williamson County.

7.8.3 Transition to Service/Project Transition Certificate

Motorola Responsibilities

- ◆ Review the items necessary for transitioning the project to warranty support and service.
- ◆ Provide a Williamson County Support Plan detailing the warranty and post warranty support, if applicable, associated with the Contract equipment.

Williamson County Responsibilities

- ◆ Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria

- ◆ All service information has been delivered and approved by Williamson County.



7.8.4 Finalize Documentation

Motorola Responsibilities

Provide an electronic as-built system manual on a Compact Disk (CD). The documentation will include the following:

- ◆ Site Block Diagrams.
- ◆ Site Floor Plans.
- ◆ ATP Test Checklists.
- ◆ Functional Acceptance Test Plan test sheets and results.
- ◆ Equipment Inventory List.
- ◆ Console Programming Template.
- ◆ Maintenance Manuals.
- ◆ Technical Service Manuals.
- ◆ Drawings are created utilizing AutoCAD design software and will be delivered in Adobe PDF format. All other system manual documents converted from native format to Adobe PDF format to be included on the System Manual CD.
- ◆ Provide 2 console operator manuals at every dispatch center.

Williamson County Responsibilities

- ◆ Receive and approve all documentation provided by Motorola.

Completion Criteria

- ◆ All required documentation is provided and approved by Williamson County.

7.8.5 Final Acceptance (Milestone)

- ◆ All deliverables completed, as contractually required.
- ◆ Final System Acceptance received from Williamson County.

7.9 Project Administration

7.9.1 Project Status Meetings

Motorola Responsibilities

- ◆ Once a month, Motorola Project Manager, or designee, will attend all project status meetings with Williamson County, as determined during the CDR.
- ◆ Record the meeting minutes and supply the report.
- ◆ The agenda will include the following:
 - Overall project status compared to the Project Schedule.



- Product or service related issues that may affect the Project Schedule.
- Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
- Any miscellaneous concerns of either Williamson County or Motorola.

Williamson County Responsibilities

- ◆ Attend meetings.
- ◆ Respond to issues in a timely manner.

Completion Criteria

- ◆ Completion of the meetings and submission of meeting minutes.

7.9.2 Progress Milestone Submittal

Motorola Responsibilities

- ◆ Submit progress (non-payment) milestone completion certificate/documentation.

Williamson County Responsibilities

- ◆ Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria

- ◆ Williamson County approval of the Milestone Completion document(s).

7.9.3 Change Order Process

CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.





Section 8. Phase 2 Statement of Work

8.1 Contract

8.1.1 Contract Award (Milestone)

Williamson County and Motorola execute the contract and both parties receive all the necessary documentation.

8.1.2 Contract Administration

Motorola Responsibilities

- ◆ Assign a Project Manager, as the single point of contact with authority to make project decisions.
- ◆ Assign resources necessary for project implementation.
- ◆ Set up the project in the Motorola information system.
- ◆ Schedule the project kick-off meeting with Williamson County.

Williamson County Responsibilities

- ◆ Assign a Project Manager, as the single point of contact responsible for Williamson County signed approvals.
- ◆ Assign other resources necessary to ensure completion of project tasks for which Williamson County is responsible.

Completion Criteria

- ◆ Motorola internal processes are set up for project management.
- ◆ Both Motorola and Williamson County assign all required resources.
- ◆ Project kickoff meeting is scheduled.

8.1.3 Project Kickoff

Motorola Responsibilities

- ◆ Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- ◆ Ensure key project team participants attend the meeting.
- ◆ Introduce all project participants attending the meeting.
- ◆ Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- ◆ Review the overall project scope and objectives with Williamson County.
- ◆ Review the resource and scheduling requirements with Williamson County.
- ◆ Review the Project Schedule with Williamson County to address upcoming milestones and/or events.
- ◆ Review the teams' interactions (Motorola and Williamson County), meetings, reports, milestone acceptance, and Williamson County's participation in particular phases.

Williamson County Responsibilities

- ◆ Williamson County's key project team participants attend the meeting.
- ◆ Review Motorola and Williamson County responsibilities.

Completion Criteria

- ◆ Project kick-off meeting completed.
- ◆ Meeting notes identify the next action items.

8.1.4 Contract Design Review (CDR)

8.1.5 Review Contract Design

Motorola Responsibilities

- ◆ Meet with Williamson County project team.
- ◆ Review the operational requirements and the impact of those requirements on various equipment configurations.
- ◆ Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- ◆ Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- ◆ Discuss the proposed Cutover Plan and methods to document a detailed procedure.



- ◆ Submit design documents to Williamson County for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.
- ◆ Prepare equipment layout plans for staging and the field install.
- ◆ Provide minimum acceptable performance specifications for microwave, fiber, or copper links.
- ◆ Establish demarcation point (SUPPLIED BY THE MOTOROLA SYSTEM ENGINEER) to define the connection point between the Motorola-supplied equipment and Williamson County-supplied link(s) and external interfaces.
- ◆ Finalize development plan.
 - Conduct (updated) site evaluations to capture site details of the system design and to determine site readiness.
 - Determine each site's ability to accommodate proposed equipment based upon physical capacity.
 - If applicable, test existing equipment with which Motorola equipment will interface.
- ◆ Prepare Site Evaluation Report that summarizes findings of above-described site evaluations.
- ◆ Work with Williamson County to identify radio interference between the new communication system and other existing radio systems.

Restrictions

- ◆ Motorola assumes no liability or responsibility for inadequate frequency availability or frequency licensing issues.
- ◆ Motorola is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by others and non-compliant operation of other radios.
- ◆ Motorola is not responsible for co-channel interference due to errors in frequency coordination by APCO or any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others.
- ◆ If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by Williamson County and documented through the change order process.

Williamson County Responsibilities

- ◆ Williamson County's key project team participants attend the meeting.
- ◆ Make timely decisions, according to the Project Schedule.
- ◆ Frequency Licensing and Interference:



- As mandated by FCC, Williamson County, as the licensee, has the ultimate responsibility for providing all required radio licensing or licensing modifications for the system prior to system staging. This responsibility includes paying for FCC licensing and frequency coordination fees.
- Provide the FCC “call sign” station identifier for each site prior to system staging.

Completion Criteria

- ◆ Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- ◆ Incorporate any deviations from the proposed system into the contract documents accordingly.
- ◆ The system design is “frozen,” in preparation for subsequent project phases such as Order Processing and Manufacturing.
- ◆ A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

8.1.6 Design Approval (Milestone)

- ◆ Williamson County executes a Design Approval milestone document.

8.2 Order Processing

8.2.1 Process Equipment List

Motorola Responsibilities

- ◆ Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- ◆ Enter order into Motorola’s Customer Order Fulfillment (COF) system.
- ◆ Create Ship Views, to confirm with Williamson County the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- ◆ Create equipment orders.
- ◆ Reconcile the equipment list(s) to the Contract.
- ◆ Procure third-party equipment if applicable.



Williamson County Responsibilities

- ◆ Approve shipping location(s).
- ◆ Complete and provide Tax Certificate information verifying tax status of shipping location.

Completion Criteria

- ◆ Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- ◆ Trial validation completed.
- ◆ Bridge the equipment order to the manufacturing facility.

8.3 Manufacturing and Staging

8.3.1 Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities

- ◆ Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

Williamson County Responsibilities

- ◆ None.

Completion Criteria

- ◆ FNE shipped to either the field or the staging facility.

8.3.2 Manufacture Non-Motorola Equipment

Motorola Responsibilities

- ◆ Manufacture (third party equipment suppliers) non-Motorola equipment necessary for the system based on equipment order.

Williamson County Responsibilities

- ◆ None.

Completion Criteria

- ◆ Ship non-Motorola manufactured equipment to the field and/or the staging facility.



8.3.3 Develop Templates

Motorola Responsibilities

- ◆ No new templates are proposed with this relocation project. The new MCC 7500 Dispatch consoles will receive the same templates as current consoles.

Williamson County Responsibilities

- ◆ Provide current templates used in MCC 7500 Dispatch consoles.

Completion Criteria

- ◆ Templates provided by Williamson County.

8.3.4 Ship to Staging (Milestone)

- ◆ Ship all equipment needed for staging to Motorola's factory staging facility (CCSi).

8.3.5 Stage System

Motorola Responsibilities

- ◆ Set up and rack the system equipment on a site-by-site basis, as it will be configured in the field at each of the transmitter/receiver sites.
- ◆ Cut and label cables according to the approved CDR documentation.
- ◆ Label the cables with to/from information to specify interconnection for field installation and future servicing needs.
- ◆ Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems.).
- ◆ Assemble required subsystems to assure system functionality.
- ◆ Power up, program, and test all staged equipment.
- ◆ Confirm system configuration and software compatibility to the existing system.
- ◆ Load application parameters on all equipment according to input from Systems Engineering.
- ◆ Complete programming of the Fixed Network Equipment.
- ◆ Inventory the equipment with serial numbers and installation references.
- ◆ Complete system documentation.
- ◆ Third party subsystems may be staged at the manufacturer's facilities and integrated in the field.
- ◆ Provide a Factory Acceptance Test Plan.



Williamson County Responsibilities

- ◆ Provide information on existing system interfaces as may be required.
- ◆ Provide information on room layouts or other information necessary for the assembly to meet field conditions.
- ◆ Review and approve proposed Factory Acceptance Test Plan.

Completion Criteria

- ◆ System staging completed and ready for testing.

8.3.6 Perform Staging Acceptance Test Procedure

Motorola Responsibilities

- ◆ Test and validate system software and features.
- ◆ Functional testing of standard system features.
- ◆ Conduct site and system level testing.
- ◆ Power-up site equipment and perform standardized functionality tests.
- ◆ Perform system burn-in 24 hours a day during staging to isolate and capture any defects.
- ◆ Perform Williamson County-witnessed tests based upon Factory Acceptance Test Plan.

Williamson County Responsibilities

- ◆ None.

Completion Criteria

- ◆ Approve Factory Acceptance Testing.

8.3.7 Ship Equipment to Field

Motorola Responsibilities

- ◆ Pack system for shipment to final destination.
- ◆ Arrange for shipment to the field.

Williamson County Responsibilities

- ◆ None.

Completion Criteria

- ◆ Equipment ready for shipment to the field.



8.3.8 CCSi Ship Acceptance (Milestone)

- ◆ All equipment shipped to the field.

8.4 Civil Work for Williamson County Provided Facilities

Motorola Responsibilities

- ◆ Provide electrical requirements for each equipment rack to be installed in Williamson County EOC Building.
- ◆ Provide heat load for each equipment rack to be installed in Williamson County EOC Building.

Williamson County Responsibilities

- ◆ Secure site lease/ownership, zoning, permits, regulatory approvals, easements, power, and Telco connections.
- ◆ Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- ◆ Supply adequately sized electrical service, backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location. Provide AC power (dedicated 20 Amp AC outlets - simplex with ground) for each major piece of equipment within 6 feet of the location of the Motorola-supplied equipment, including the associated electrical service and wiring (conduit, circuit breakers, etc.).
- ◆ Provide adequate HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola-provided equipment) based upon Motorola's R56 Standards and Guidelines for Communication Sites. Ceiling (minimum 9 feet) and cable tray heights (minimum 8 feet) in the equipment rooms in order to accommodate 7-foot, 6-inch equipment racks.
- ◆ Provide floor space and desk space for the System equipment at Williamson County-provided facilities. Each rack shall be provided a minimum of 24-inch x 24-inch footprint with 36 inches clearance in the front and back.
- ◆ Relocate existing equipment, if needed, to provide required space for the installation of Motorola-supplied equipment.
- ◆ Bring grounding system up to Motorola's R56 Standards and Guidelines for Communication Sites and supply a single point system ground, of 5 ohms or less, to be used on all FNE supplied under the Contract. Supply grounding tie point within 10 feet from the Motorola-supplied equipment.
- ◆ Provide all necessary wall or roof penetrations on existing buildings for antenna coax and microwave waveguide (if applicable) for main transmitter antennas, microwave radios, and control station Yagi antennas.



- ◆ Provide obstruction-free area for the cable run between the demarcation point and the communications equipment.
- ◆ Resolve any environmental issues including, but not limited to, asbestos, structural integrity (rooftop, water tank, tower, etc.) of the site, and any other building risks. (Resolve environmental or hazardous material issues).
- ◆ Arrange for space on the tower for installation of new antennas at the proposed heights.
- ◆ Perform structural analysis of existing tower and rooftops as required to confirm that the structure is capable of supporting proposed and future antenna loads.
- ◆ Supply all permits as contractually required.
- ◆ Supply interior building cable trays, raceways, conduits, and wire supports.
- ◆ Supply engineering and drafting as required for modifications to existing building drawings for site construction.
- ◆ Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.
- ◆ Complete all Williamson County deliverables in accordance within the approved project schedule.

Completion Criteria

- ◆ All sites are ready for equipment installations in compliance with Motorola's R56 Standards and Guidelines for Communication Sites.

8.5 System Installation

Re-location and Re-Install equipment from the Sheriff's Office Dispatch Center to the new Williamson County EOC Building.

Motorola Responsibilities

- ◆ Re-locate and install system equipment as specified by the Equipment List, System Description, and system drawings.

Interference

Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola provided receiver(s). Should the Williamson County system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

- ◆ Will provide storage location for the Motorola-provided equipment.
- ◆ Receive and inventory all equipment.
- ◆ Bond the supplied equipment to the site ground system in accordance with the Motorola R56 Standards and Guidelines for Communication Sites.



- ♦ Will not remove existing equipment or re-locate existing equipment to a location designated by Williamson County other than what is included in this proposal and detailed in the system description.
- ♦ Will not dispose of any existing equipment.

Williamson County Responsibilities

- ♦ Provide access to the sites, as necessary.

Completion Criteria

- ♦ Fixed Network Equipment installation completed and ready for optimization.

8.5.1 Fixed Network Equipment Installation Complete

- ♦ All fixed network equipment installed and accepted by Williamson County.

8.5.2 Microwave Link Installation

Motorola Responsibilities

- ♦ Reconfigure the 6GHz, 4-DS1 microwave link between the Prime Site and SO to form a new microwave link between the EOC and Prime Site.
- ♦ Relocate the existing MNI microwave radio, dehydrator, and power system from the SO to the new EOC building. Install a new antenna at new EOC.
- ♦ Note, the existing MNI microwave linked-end at the Prime Site will not be moved, the existing dish antenna will be redirected to face the new EOC building.

Williamson County Responsibilities

- ♦ Provide access to the sites, as necessary.

8.5.3 Console Installation

Motorola Responsibilities

- ♦ Install seven new MCC 7500 dispatch consoles and fifteen consoles relocated from the SO the space provided by Williamson County.
- ♦ Connect Williamson County-supplied, previously identified circuits into the console, to a demarcation point located within 25 feet of the console interface.
- ♦ Terminate the audio outputs for the logged talkgroups onto a punchblock, and then terminate these outputs into the logging recorder.
- ♦ Install a dedicated Local Area Network (LAN) at each dispatch center to connect the proposed console positions.



- ◆ Connect the appropriate equipment to Williamson County supplied ground system in accordance with Motorola's R56 Site Installation Standards.
- ◆ Perform the console programming, based on the console templates designed during the fleetmapping process.
- ◆ For consoles not located at the master site, additional network link resources will be required, as identified in the network diagram provided by Motorola.

Williamson County Responsibilities

- ◆ Provide demarcation point located within 25 feet of the console interface.

Completion Criteria

- ◆ Console installation is complete.

8.5.4 Console Installation Complete

- ◆ Console installation completed and accepted by Williamson County.

8.5.5 System Installation Acceptance (Milestone)

- ◆ All equipment installations are completed and accepted by Williamson County.

8.6 System Optimization

8.6.1 Optimize System FNE

Motorola Responsibilities

- ◆ Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- ◆ Verify that all audio and data levels are at factory settings.
- ◆ Check forward and reflected power for all radio equipment, after connection to the antenna systems, to verify that power is within tolerances.
- ◆ Motorola and its subcontractors optimize each subsystem.
- ◆ Check audio and data levels to verify factory settings.
- ◆ Verify communication interfaces between devices for proper operation.
- ◆ Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.
- ◆ Setup the consoles on the radio system to perform the dispatching operation.



Williamson County Responsibilities

- ◆ Provide access/escort to the sites.
- ◆ Define the logging recorder tracks by talkgroup.
- ◆ Provide required radio ID and alias information to enable alias database setup for interface to console.
- ◆ Dispatchers to use the existing conventional system icons for dispatching until cutover.

Completion Criteria

- ◆ System FNE optimization is complete.

8.6.2 Link Verification

Motorola Responsibilities

- ◆ Perform test to verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.

Williamson County Responsibilities

- ◆ Make available the required links which meet the specifications supplied by Motorola at the CDR.

Completion Criteria

- ◆ Link verification successfully completed.

8.6.3 Optimization Complete

- ◆ System optimization is completed. Motorola and Williamson County agree that the equipment is ready for acceptance testing.

8.7 Training

- ◆ Training is not included.



8.8 Audit and Acceptance Testing

8.8.1 Perform R56 Audit

Motorola Responsibilities

- ◆ Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.
- ◆ Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's R 56 Standards and Guidelines for Communication Sites.

Williamson County Responsibilities

- ◆ Provide access/escort to the sites.
- ◆ Witness tests.

Completion Criteria

- ◆ All R56 Standards and Guidelines for Communication Sites audits completed successfully.

8.8.2 Perform Equipment Testing

Motorola Responsibilities

- ◆ Test individual components of the system to verify compliance to the equipment specifications.
- ◆ Repeat any failed test(s) once Motorola (or Williamson County) has completed the corrective action(s).
- ◆ Prepare documentation of component tests to be delivered as part of the final documentation package.

Williamson County Responsibilities

- ◆ Witness tests if desired.

Completion Criteria

- ◆ Successful completion of equipment testing.



8.8.3 Perform Functional Testing

Motorola Responsibilities

- ♦ Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- ♦ If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- ♦ Document all issues that arise during the acceptance tests.
- ♦ Document the results of the acceptance tests and present to Williamson County for review.
- ♦ Resolve any minor task failures before Final System Acceptance.

Williamson County Responsibilities

- ♦ Witness the functional testing.

Completion Criteria

- ♦ Successful completion of the functional testing.
- ♦ Williamson County approval of the functional testing.

8.8.4 System Acceptance Test Procedures (Milestone)

- ♦ Williamson County approves the completion of all the required tests.

8.9 Finalize

8.9.1 Cutover

Motorola Responsibilities

- ♦ Motorola and Williamson County develop a mutually agreed upon cutover plan based upon discussions held during the CDR.
- ♦ During cutover, follow the written plan and implement the defined contingencies, as required.
- ♦ Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.



Williamson County Responsibilities

- ◆ Attend cutover meetings and approve the cutover plan.
- ◆ Notify the user group(s) affected by the cutover (date and time).
- ◆ Conduct a roll call of all users working during the cutover, in an organized and methodical manner.
- ◆ Ensure that all Subscriber users are trained and the Subscribers have been activated on the system.
- ◆ Provide Motorola with the subscriber information for input into the system database, for activation.

Completion Criteria

- ◆ Successful migration from the old system to the new system.

8.9.2 Resolve Punchlist

Motorola Responsibilities

- ◆ Work with Williamson County to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

Williamson County Responsibilities

- ◆ Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

Completion Criteria

- ◆ All punchlist items resolved and approved by Williamson County.

8.9.3 Transition to Service/Project Transition Certificate

Motorola Responsibilities

- ◆ Review the items necessary for transitioning the project to warranty support and service.
- ◆ Provide a Customer Support Plan detailing the warranty and post warranty support, if applicable, associated with the Contract equipment.

Williamson County Responsibilities

- ◆ Participate in the Transition Service/Project Transition Certificate (PTC) process.



Completion Criteria

- ◆ All service information has been delivered and approved by the Williamson County.

8.9.4 Finalize Documentation

Motorola Responsibilities

- ◆ Provide an electronic as-built system manual on a Compact Disk (CD). The documentation will include the following:
 - System Level Diagram.
 - Site Block Diagrams.
 - Site Floor Plans.
 - Site Equipment Rack Configurations.
 - Antenna Network Drawings for RF Sites.
 - ATP Test Checklists.
 - Functional Acceptance Test Plan test sheets and results.
 - Equipment Inventory List.
 - Console Programming Template.
 - Maintenance Manuals.
 - Technical Service Manuals.

Drawings are created utilizing AutoCAD design software and will be delivered in Adobe PDF format. All other system manual documents converted from native format to Adobe PDF format to be included on the System Manual CD.

- ◆ Provide 2 console operator manuals at every dispatch center.

Williamson County Responsibilities

- ◆ Receive and approve all documentation provided by Motorola.

Completion Criteria

- ◆ All required documentation is provided and approved by Williamson County.

8.9.5 Final Acceptance (Milestone)

- ◆ All deliverables completed, as contractually required.
- ◆ Final System Acceptance received from Williamson County.



8.10 Project Administration

8.10.1 Project Status Meetings

Motorola Responsibilities

- ◆ Motorola Project Manager, or designee, will attend all project status meetings with Williamson County, as determined during the CDR.
- ◆ Record the meeting minutes and supply the report.
- ◆ The agenda will include the following:
 - Overall project status compared to the Project Schedule.
 - Product or service related issues that may affect the Project Schedule.
 - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
 - Any miscellaneous concerns of either Williamson County or Motorola.

Williamson County Responsibilities

- ◆ Attend meetings.
- ◆ Respond to issues in a timely manner.

Completion Criteria

- ◆ Completion of the meetings and submission of meeting minutes.

8.10.2 Progress Milestone Submittal

Motorola Responsibilities

- ◆ Submit progress (non-payment) milestone completion certificate/documentation.

Williamson County Responsibilities

- ◆ Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria

- ◆ Williamson County approval of the Milestone Completion document(s).



8.10.3 Change Order Process

CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

8.11 VHF Paging Station West Addition

8.11.1 Contract

8.11.1.1 Contract Award (Milestone)

Williamson County and Motorola execute the contract and both parties receive all the necessary documentation.

8.11.1.2 Contract Administration

Motorola Responsibilities

- ◆ Assign a Project Manager, as the single point of contact with authority to make project decisions.
- ◆ Assign resources necessary for project implementation.
- ◆ Set up the project in the Motorola information system.
- ◆ Schedule the project kick-off meeting with Williamson County.

Williamson County Responsibilities

- ◆ Assign a Project Manager, as the single point of contact responsible for Williamson County signed approvals.
- ◆ Assign other resources necessary to ensure completion of project tasks for which Williamson County is responsible.

Completion Criteria

- ◆ Motorola internal processes are set up for project management.
- ◆ Both Motorola and Williamson County assign all required resources.
- ◆ Project kickoff meeting is scheduled.



8.11.1.3 Project Kickoff

Motorola Responsibilities

- ◆ Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- ◆ Ensure key project team participants attend the meeting.
- ◆ Introduce all project participants attending the meeting.
- ◆ Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- ◆ Review the overall project scope and objectives with Williamson County.
- ◆ Review the resource and scheduling requirements with Williamson County.
- ◆ Review the Project Schedule with Williamson County to address upcoming milestones and/or events.
- ◆ Review the teams' interactions (Motorola and Williamson County), meetings, reports, milestone acceptance, and Williamson County's participation in particular phases.

Williamson County Responsibilities

- ◆ Williamson County's key project team participants attend the meeting.
- ◆ Review Motorola and Williamson County responsibilities.

Completion Criteria

- ◆ Project kick-off meeting completed.
- ◆ Meeting notes identify the next action items.

8.11.2 Contract Design Review (CDR)

8.11.2.1 Review Contract Design

Motorola Responsibilities

- ◆ Meet with Williamson County project team.
- ◆ Review the operational requirements and the impact of those requirements on various equipment configurations.
- ◆ Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- ◆ Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- ◆ Discuss the proposed Cutover Plan and methods to document a detailed procedure.



- ◆ Submit design documents to Williamson County for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.
- ◆ Prepare equipment layout plans for field install.
- ◆ Provide minimum acceptable performance specifications for microwave, fiber, or copper links.
- ◆ Establish demarcation point (SUPPLIED BY THE MOTOROLA SYSTEM ENGINEER) to define the connection point between the Motorola-supplied equipment and Williamson County-supplied link(s) and external interfaces.
- ◆ Finalize site development plan.
 - Conduct (updated) site evaluations to capture site details of the system design and to determine site readiness (when necessary).
 - Determine each site's ability to accommodate proposed equipment based upon physical capacity.
 - If applicable, test existing equipment with which Motorola equipment will interface.
- ◆ Prepare Site Evaluation Report that summarizes findings of above-described site evaluations.
- ◆ Work with Williamson County to identify radio interference between the new communication system and other existing radio systems.

Restrictions

- ◆ Motorola assumes no liability or responsibility for inadequate frequency availability or frequency licensing issues.
- ◆ Motorola is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by others and non-compliant operation of other radios.
- ◆ Motorola is not responsible for co-channel interference due to errors in frequency coordination by APCO or any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others.
- ◆ If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by Williamson County and documented through the change order process.

Williamson County Responsibilities

- ◆ Williamson County's key project team participants attend the meeting.
- ◆ Make timely decisions, according to the Project Schedule.
- ◆ Frequency Licensing and Interference:



- As mandated by FCC, Williamson County, as the licensee, has the ultimate responsibility for providing all required radio licensing or licensing modifications for the system prior to system staging. This responsibility includes paying for FCC licensing and frequency coordination fees.
- Provide the FCC “call sign” station identifier for each site prior to system staging.

Completion Criteria

- ◆ Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- ◆ Incorporate any deviations from the proposed system into the contract documents accordingly.
- ◆ The system design is “frozen,” in preparation for subsequent project phases such as Order Processing and Manufacturing.
- ◆ A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

8.11.2.2 Design Approval (Milestone)

- ◆ Williamson County executes a Design Approval milestone document.

8.11.3 Order Processing

8.11.3.1 Process Equipment list

Motorola Responsibilities

- ◆ Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- ◆ Enter order into Motorola’s Customer Order Fulfillment (COF) system.
- ◆ Create Ship Views, to confirm with Williamson County the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- ◆ Create equipment orders.
- ◆ Reconcile the equipment list(s) to the Contract.
- ◆ Procure third-party equipment if applicable.



Williamson County Responsibilities

- ◆ Approve shipping location(s).
- ◆ Complete and provide Tax Certificate information verifying tax status of shipping location.

Completion Criteria

- ◆ Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- ◆ Trial validation completed.
- ◆ Bridge the equipment order to the manufacturing facility.

8.11.4 Manufacturing and Staging

8.11.4.1 Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities

- ◆ Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

Williamson County Responsibilities

- ◆ None.

Completion Criteria

- ◆ FNE shipped to either the field or the staging facility.

8.11.4.2 Manufacture Non-Motorola Equipment

Motorola Responsibilities

- ◆ Manufacture (third party equipment suppliers) non-Motorola equipment necessary for the system based on equipment order.

Williamson County Responsibilities

- ◆ None.

Completion Criteria

- ◆ Ship non-Motorola manufactured equipment to the field and/or the staging facility.



8.11.4.3 Ship Equipment to Field

Motorola Responsibilities

- ◆ Pack system for shipment to final destination.
- ◆ Arrange for shipment to the field.

Williamson County Responsibilities

- ◆ None.

Completion Criteria

- ◆ Equipment ready for shipment to the field.

8.11.5 Civil Work for Williamson County Provided Facilities

Motorola Responsibilities

- ◆ Provide electrical requirements for each equipment rack to be installed in Williamson County-provided facilities.
- ◆ Provide heat load for each equipment rack to be installed in Williamson County provided facilities.

Williamson County Responsibilities

- ◆ Secure site lease/ownership, zoning, permits, regulatory approvals, easements, power, and Telco connections.
- ◆ Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- ◆ Design and construct facilities for housing communications equipment such as shelters, towers, generators, fuel tanks, fenced compounds, etc.
- ◆ Supply adequately sized electrical service, backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location. Provide AC power (dedicated 20 Amp AC outlets - simplex with ground) for each major piece of equipment within 6 feet of the location of the Motorola-supplied equipment, including the associated electrical service and wiring (conduit, circuit breakers, etc.).
- ◆ Provide adequate HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola-provided equipment) based upon Motorola's R56 Standards and Guidelines for Communication Sites. Ceiling (minimum 9 feet) and cable tray heights (minimum 8 feet) in the equipment rooms in order to accommodate 7-foot, 6-inch equipment racks.



- ◆ Provide floor space and desk space for the System equipment at Williamson County-provided facilities. Each rack shall be provided a minimum of 24-inch x 24-inch footprint with 36 inches clearance in the front and back.
- ◆ Relocate existing equipment, if needed, to provide required space for the installation of Motorola-supplied equipment.
- ◆ Bring grounding system up to Motorola's R56 Standards and Guidelines for Communication Sites and supply a single point system ground, of 5 ohms or less, to be used on all FNE supplied under the Contract. Supply grounding tie point within 10 feet from the Motorola-supplied equipment.
- ◆ Provide all necessary wall or roof penetrations on existing buildings for antenna coax and microwave waveguide (if applicable) for main transmitter antennas, microwave radios, and control station Yagi antennas.
- ◆ Provide obstruction-free area for the cable run between the demarcation point and the communications equipment.
- ◆ Resolve any environmental issues including, but not limited to, asbestos, structural integrity (rooftop, water tank, tower, etc.) of the site, and any other building risks. (Resolve environmental or hazardous material issues).
- ◆ Arrange for space on the tower for installation of new antennas at the proposed heights.
- ◆ Perform structural analysis of existing tower and rooftops as required to confirm that the structure is capable of supporting proposed and future antenna loads.
- ◆ Supply all permits as contractually required.
- ◆ Supply interior building cable trays, raceways, conduits, and wire supports.
- ◆ Supply engineering and drafting as required for modifications to existing building drawings for site construction.
- ◆ Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.
- ◆ Complete all Williamson County deliverables in accordance within the approved project schedule.

Completion Criteria

- ◆ All sites are ready for equipment installations in compliance with Motorola's R56 Standards and Guidelines for Communication Sites.



8.11.6 System Installation

8.11.6.1 Install Fixed Network Equipment at either the Cedar Park or Liberty Hill Site

Motorola Responsibilities

- ♦ Will provide storage location for the Motorola-provided equipment.
- ♦ Receive and inventory all equipment.
- ♦ Install system equipment as specified by the Equipment List, System Description, and system drawings at either the Cedar Park site or Liberty Hill site.

Interference

Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola provided receiver(s). Should the Williamson County system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

- ♦ Bond the supplied equipment to the site ground system in accordance with the Motorola R56 Standards and Guidelines for Communication Sites.
- ♦ Will not remove existing equipment.
- ♦ Will not relocate existing equipment to a location designated by Williamson County.
- ♦ Will not dispose of existing equipment.

Williamson County Responsibilities

- ♦ Provide access to the sites, as necessary.
- ♦ Select site, either Cedar Park or Liberty Hill.

Completion Criteria

- ♦ Fixed Network Equipment installation completed and ready for optimization.

8.11.6.2 Fixed Network Equipment Installation Complete

- ♦ All fixed network equipment installed and accepted by Williamson County.

8.11.6.3 System Installation Acceptance (Milestone)

- ♦ All equipment installations are completed and accepted by Williamson County.



8.11.7 System Optimization

8.11.7.1 Optimize System FNE

Motorola Responsibilities

- ◆ Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- ◆ Verify that all audio and data levels are at factory settings.
- ◆ Check forward and reflected power for all radio equipment, after connection to the antenna systems, to verify that power is within tolerances.
- ◆ Motorola and its subcontractors optimize each subsystem.
- ◆ Verify communication interfaces between devices for proper operation.
- ◆ Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.

Williamson County Responsibilities

- ◆ Provide access/escort to the sites.

Completion Criteria

- ◆ System FNE optimization is complete.

8.11.7.2 Link Verification

Motorola Responsibilities

- ◆ Perform test to verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.

Williamson County Responsibilities

- ◆ Make available the required links which meet the specifications supplied by Motorola at the CDR.

Completion Criteria

- ◆ Link verification successfully completed.

8.11.7.3 Optimization Complete

- ◆ System optimization is completed. Motorola and Williamson County agree that the equipment is ready for acceptance testing.



8.11.8 Training

8.11.8.1 Perform Training

- ♦ Training is not included in this proposal.

8.11.9 Audit and Acceptance Testing

8.11.9.1 Perform R56 Audit

Motorola Responsibilities

- ♦ Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.
- ♦ Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's R 56 Standards and Guidelines for Communication Sites.

Williamson County Responsibilities

- ♦ Provide access/escort to the sites.
- ♦ Witness tests.

Completion Criteria

- ♦ All R56 Standards and Guidelines for Communication Sites audits completed successfully.

8.11.9.2 Perform Equipment Testing

Motorola Responsibilities

- ♦ Test individual components of the system to verify compliance to the equipment specifications.
- ♦ Repeat any failed test(s) once Motorola (or Williamson County) has completed the corrective action(s).
- ♦ Prepare documentation of component tests to be delivered as part of the final documentation package.

Williamson County Responsibilities

- ♦ Witness tests if desired.

Completion Criteria

- ♦ Successful completion of equipment testing.



8.11.9.3 Perform Functional Testing

Motorola Responsibilities

- ♦ Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- ♦ If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- ♦ Document all issues that arise during the acceptance tests.
- ♦ Document the results of the acceptance tests and present to Williamson County for review.
- ♦ Resolve any minor task failures before Final System Acceptance.

Williamson County Responsibilities

- ♦ Witness the functional testing.

Completion Criteria

- ♦ Successful completion of the functional testing.
- ♦ Williamson County approval of the functional testing.

8.11.9.4 Coverage Testing

- ♦ Motorola does not guarantee coverage for the proposed repeater sites in this proposal. Informational coverage maps for outbound coverage to an XTS portable have been provided for a tower site comparison analysis only.

8.11.10 Finalize

8.11.10.1 Cutover

Motorola Responsibilities

- ♦ Motorola and Williamson County develop a mutually agreed upon cutover plan based upon discussions held during the CDR.
- ♦ During cutover, follow the written plan and implement the defined contingencies, as required.
- ♦ Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.



Williamson County Responsibilities

- ◆ Attend cutover meetings and approve the cutover plan.
- ◆ Notify the user group(s) affected by the cutover (date and time).
- ◆ Conduct a roll call of all users working during the cutover, in an organized and methodical manner.
- ◆ Ensure that all Subscriber users are trained and the Subscribers have been activated on the system.
- ◆ Provide Motorola with the subscriber information for input into the system database, for activation.

Completion Criteria

- ◆ Successful migration from the old system to the new system.

8.11.10.2 Resolve Punchlist

Motorola Responsibilities

- ◆ Work with Williamson County to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

Williamson County Responsibilities

- ◆ Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

Completion Criteria

- ◆ All punchlist items resolved and approved by Williamson County.

8.11.10.3 Transition to Service/Project Transition Certificate

Motorola Responsibilities

- ◆ Review the items necessary for transitioning the project to warranty support and service.
- ◆ Provide a Customer Support Plan detailing the warranty and post warranty support, if applicable, associated with the Contract equipment.

Williamson County Responsibilities

- ◆ Participate in the Transition Service/Project Transition Certificate (PTC) process.



Completion Criteria

- ◆ All service information has been delivered and approved by Williamson County.

8.11.10.4 Finalize Documentation

Motorola Responsibilities

- ◆ Provide an electronic as-built system manual on a Compact Disk (CD). The documentation will include the following:
 - Site Block Diagrams.
 - ATP Test Checklists.
 - Functional Acceptance Test Plan test sheets and results.
 - Equipment Inventory List.

Drawings are created utilizing AutoCAD design software and will be delivered in Adobe PDF format. All other system manual documents converted from native format to Adobe PDF format to be included on the System Manual CD.

Williamson County Responsibilities

- ◆ Receive and approve all documentation provided by Motorola.

Completion Criteria

- ◆ All required documentation is provided and approved by Williamson County.

8.11.10.5 Final Acceptance (Milestone)

- ◆ All deliverables completed, as contractually required.
- ◆ Final System Acceptance received from Williamson County.

8.11.11 Project Administration

8.11.11.1 Project Status Meetings

Motorola Responsibilities

- ◆ Motorola Project Manager, or designee, will attend all project status meetings with Williamson County, as determined during the CDR.
- ◆ Record the meeting minutes and supply the report.
- ◆ The agenda will include the following:
 - Overall project status compared to the Project Schedule.
 - Product or service related issues that may affect the Project Schedule.



- Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
- Any miscellaneous concerns of either Williamson County or Motorola.

Williamson County Responsibilities

- ◆ Attend meetings.
- ◆ Respond to issues in a timely manner.

Completion Criteria

- ◆ Completion of the meetings and submission of meeting minutes.

8.11.11.2 Progress Milestone Submittal

Motorola Responsibilities

- ◆ Submit progress (non-payment) milestone completion certificate/documentation.

Williamson County Responsibilities

- ◆ Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria

- ◆ Williamson County approval of the Milestone Completion document(s).

8.11.11.3 Change Order Process

CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

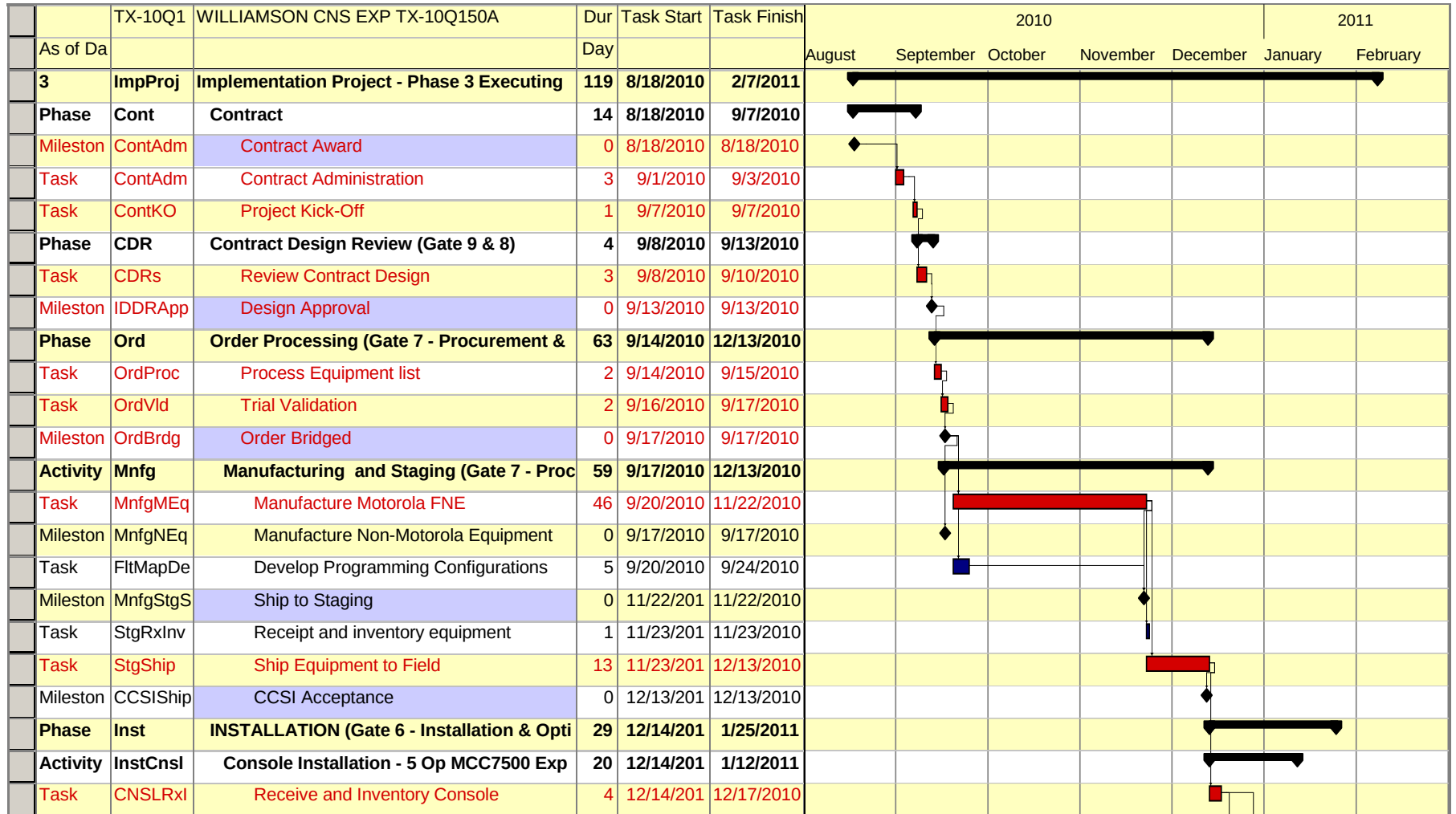




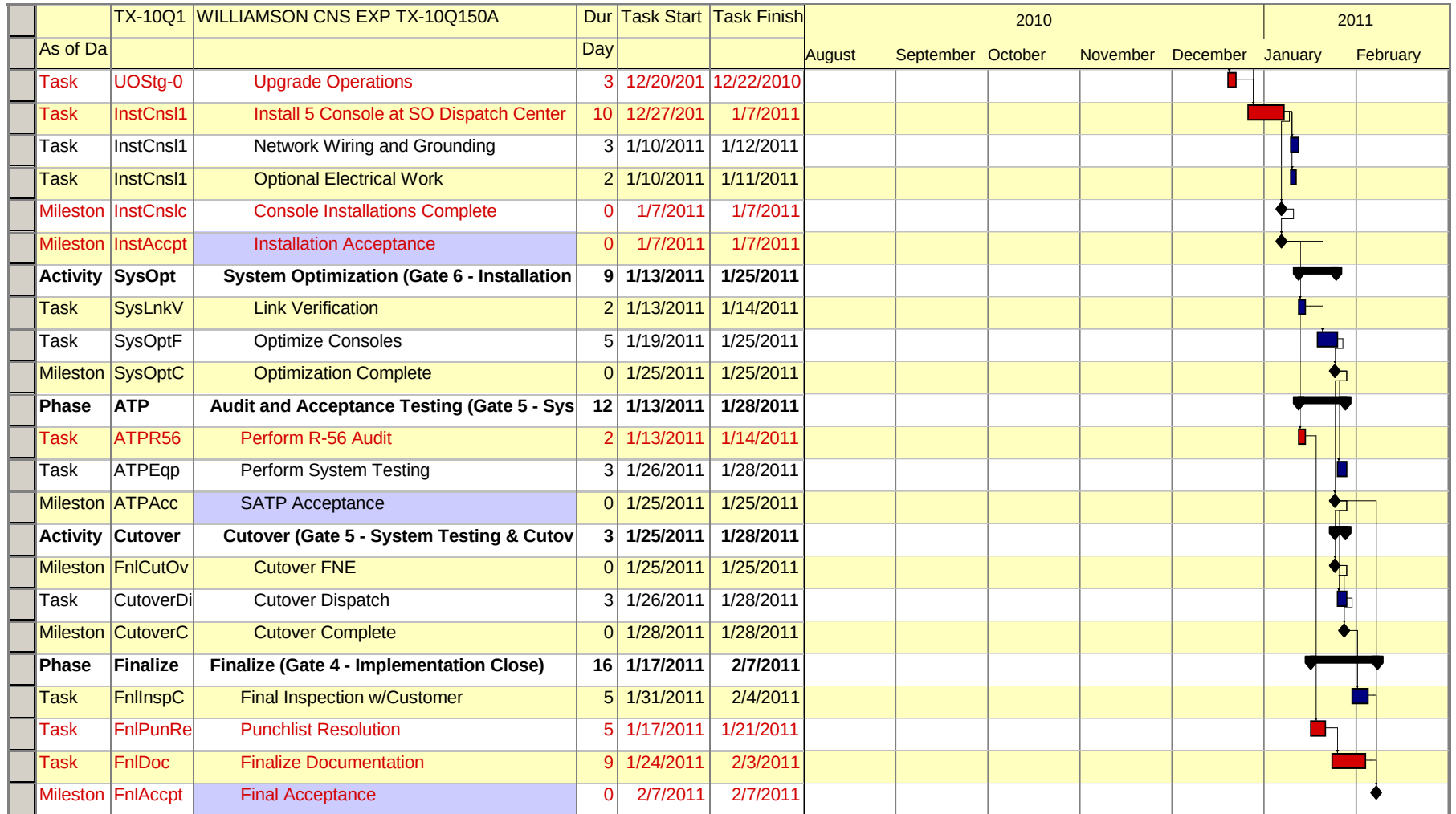
Section 9. Phase 1 Project Schedule

The Project Schedule is included on the following pages.

WILLIAMSON CNS EXP TX-10Q150A - Project Gantt



WILLIAMSON CNS EXP TX-10Q150A - Project Gantt

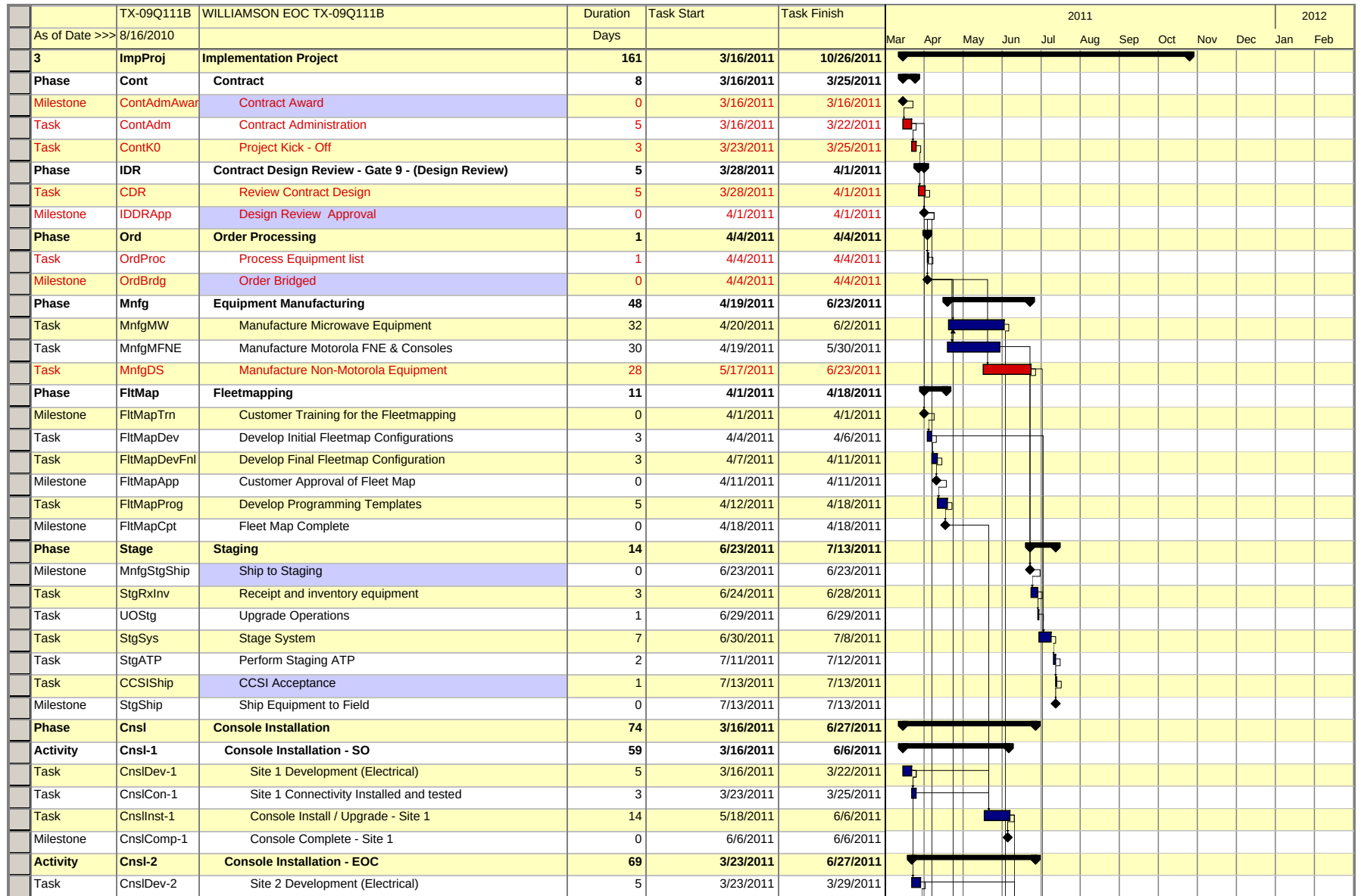




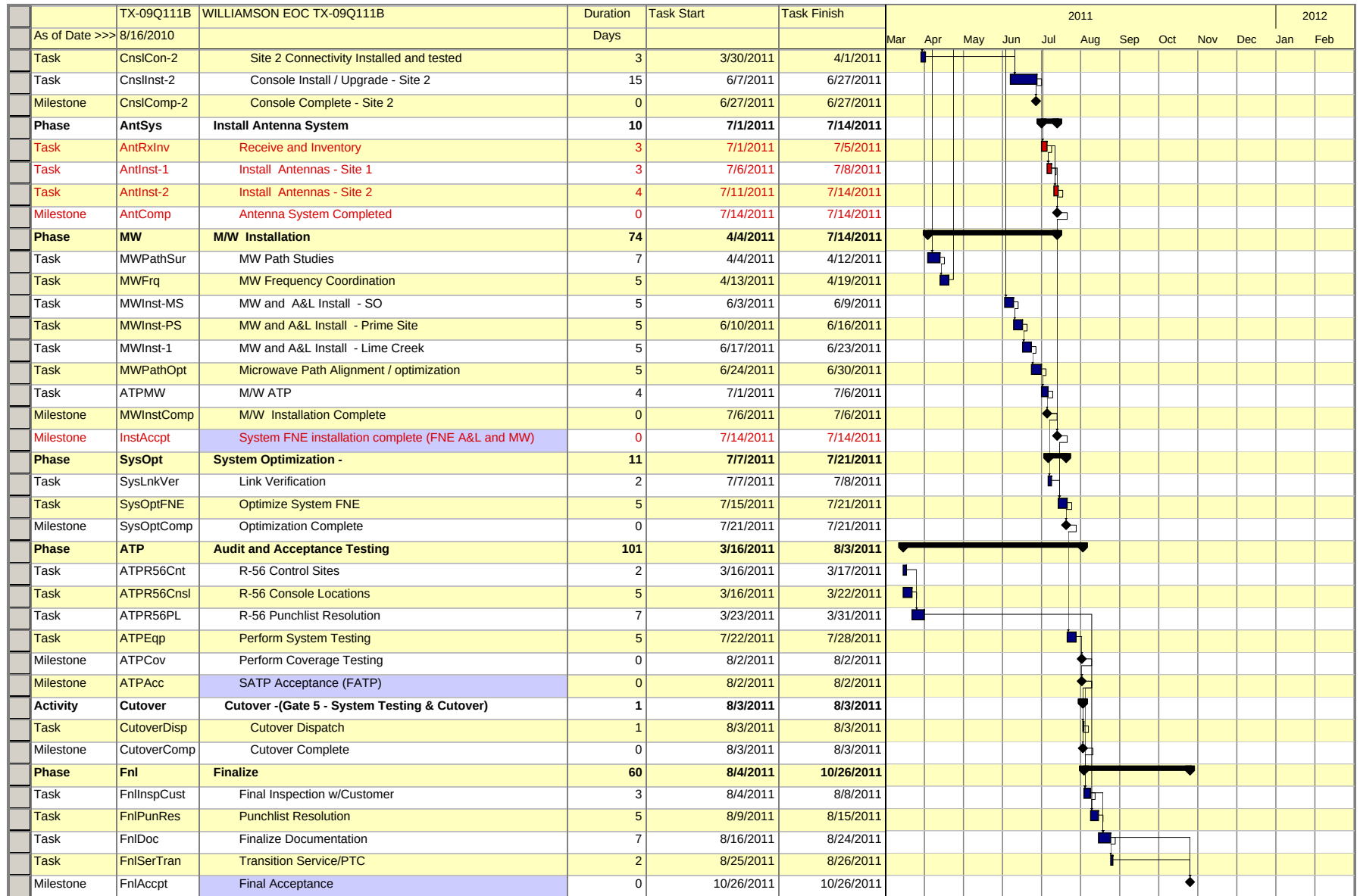
Section 10. Phase 2 Project Schedule

The Project Schedule is included on the following pages.

WILLIAMSON EOC TX-09Q111B - Project Gantt



WILLIAMSON EOC TX-09Q111B - Project Gantt





Section 11. Phase 1 Warranty and Maintenance

Motorola places great emphasis on ensuring that communications systems, such as the one proposed for the Williamson County Sheriff's Office, meet high standards for design, manufacture, and performance. To enhance the value of the communications system being acquired, Motorola offers customized warranty and post-warranty services as outlined in this section.

Table 11-1: Warranty/Post-Warranty Services Overview

Warranty/Post Warranty Services	Included	Optional	Not Included
Warranty: Standard	√		
Warranty: Enhanced Warranty Support Services	√		
Dispatch Services	√		
Technical Support	√		
Network and Security Monitoring Services	√		
Infrastructure Repair w/Advanced Replacement	√		
Onsite Infrastructure Response (7x24 2-hour)	√		
Network Preventative Maintenance	√		
Post Warranty Services			√

11.1 Warranty Services

Motorola will provide warranty services per our standard warranty terms and conditions as outlined within the System Purchase Agreement within this proposal.

11.2 Enhanced Warranty Support Services

Motorola is able to customize its Standard Commercial Warranty offering through the delivery of a combination of unique services to provide full operational support of your MCC 7500 Console Expansion. By combining our system services into a comprehensive and cohesive program, Motorola is able to effectively deliver technical support, diagnostic assistance, and restoration services in a thorough and responsive manner. These customized enhanced warranty support services are included as part of your first year System Support Plan beginning during the warranty period.

The following figure provides an overview of the enhanced warranty services maintenance support plan to be delivered, mirroring those presently delivered to Williamson County, indicating the various interactions among system support components.

Enhanced Warranty Support Plan

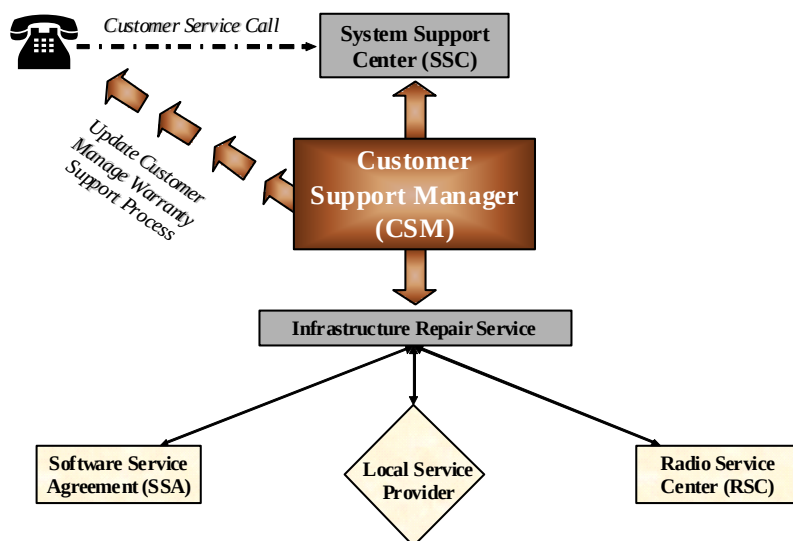


Figure 11-1: Enhanced Warranty Support Plan Overview

The following list depicts those services included in Enhanced Warranty Support and available to customize post-warranty services:



11.2.1 Dispatch Services

11.2.1.1 Onsite Response – Motorola Resources

The Call Center Operation (CCO) at Motorola's System Support Center (SSC) is your single point of contact for service issues. A phone call to this operation's toll free 800- phone number initiates an electronic customer service request (Case) and begins the response process to the appropriate degree required. If a technician is required to respond to an issue for resolution, the CCO identifies the appropriate technician and tracks his response to the onsite point of failure. They track the technician's progress in effecting the repair and restoration, and notify the Customer of the status. In the event that a System Engineer or other system specialist is required, the CCO escalates the case to the appropriate level and assigns the required personnel. Once the case has been resolved the CCO will contact the Customer to advise that the issue has been resolved and that the case is ready to be closed with the Customer's concurrence.

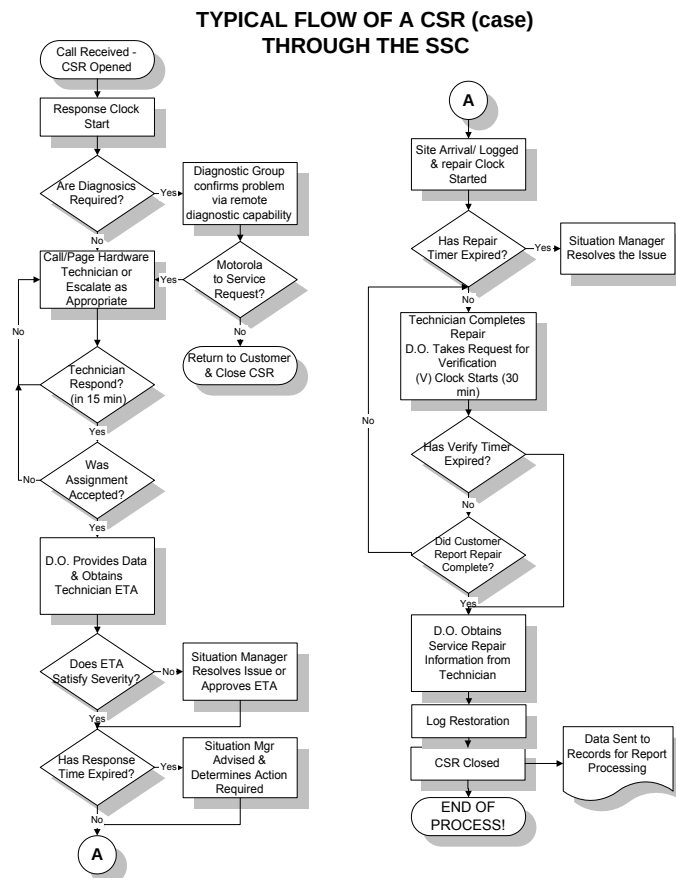


Figure 11-2: Typical Flow of a CSR (case) Through the SSC



11.2.2 Technical Support

Motorola's Technical Support was created to insure that Williamson County is provided the answers to their technical issues. Motorola's Technical Support Operation is manned 24 hours per day, 365 days a year to field all levels of calls. This operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues by telephone. A Case is created on each issue and is followed to resolution, with escalation if necessary. Because of the Center's proximity to the factory engineers, the highest level of technical support is available.

11.2.3 Network and Security Monitoring Services

11.2.3.1 Network Monitoring Service

Motorola's Network Monitoring Operation monitors specific elements of the system for events and alarms. When events or alarms are detected, they are forwarded to Motorola's System Support Center using system-specific monitoring tools. The System Support Center is staffed with trained technologists, who acknowledge the event, run available diagnostic routines, and initiate an appropriate response. Many system issues may be resolved remotely through these services. In the event that field resources are required, they are alerted to specific elements of the problem, and informed as to what spares, and/or boards to have on hand for replacement. This provides the most efficient and least amount of downtime to your system. Reports are sent monthly about system performance.

11.2.3.2 Security Monitoring Service

Security elements such as anti-virus, firewalls, and Intrusion Detection Systems (IDS) are a good first step, but they are not enough to secure your network. Radio network operators must take additional steps to reduce vulnerabilities to potential attack and protect critical radio network infrastructure. Motorola's ASTRO 25 Security Monitoring is a complete solution that reduces the risk of network availability being impacted by a security threat. Specialized security analysts provide uninterrupted monitoring of the radio network security elements utilizing advanced correlation and visualization tools to detect, characterize, and respond to events that are specifically applicable to government and public safety radio networks. Our security analysts have direct and immediate access to Motorola engineers for rapid resolution. This level of service ensures the operational impact that security events may cause to your network are minimized or eliminated.



11.2.3.3 Pre-Tested Software Subscription (PTSS)

Commercial security software updates are often designed without RF systems in mind and could cause inadvertent harm to your radio network, disrupting mission-critical communications and putting your first responders and citizens at risk. Motorola's Pre-Tested Software Subscription (PTSS) assures that commercial anti-virus definitions, operating system software patches, and Intrusion Detection Sensor signature files are compatible with your ASTRO 25 network and do not interfere with network functionality. Our expert network security technologists analyze, perform testing, and validate the latest security software updates in a dedicated test lab. We also provide continuous monitoring of updates to provide you regular electronic updates upon completion of successful testing.

11.2.4 Infrastructure Repair Service w/Advanced Replacement

Infrastructure Repair with Advanced Replacement can provide a field replacement unit (FRU) in advance and in exchange for the customer's malfunctioning component from Infrastructure Depot Operation's (IDO's) inventory, (FRUs are subject to availability). Advanced Replacement FRUs are shipped overnight with high priority.

In the event the Motorola Local Service Provider must remove a malfunctioning board/unit at the site location, the Motorola Local Service Provider will contact the System Support Center's Call Center to request a return authorization (RA) number. The Motorola Local Service Provider will remove the malfunctioning board/unit and ship to the SSC for repair.

Upon receipt of malfunctioning equipment, the SSC will fully system test and repair malfunctioning Motorola manufactured boards/units down to the component level utilizing automated test equipment. A system test is performed to ensure that all software and hardware is set to the current customer configuration. If the unit is not manufactured by Motorola, the unit may be returned to the Original Equipment Manufacturer (OEM) for repair.



11.2.5 Onsite Infrastructure Response

11.2.5.1 Dispatched by SSC

Onsite Infrastructure Response provides for onsite technician response as determined by predefined severity levels and response times in order to restore the system. Technicians are dispatched by SSC's Call Center Operations (as described under Dispatch Service) to perform first echelon service, provide information to customer regarding system condition, remove failed components for repair, and reinstall new or reconditioned components. Onsite Infrastructure Response requires the purchase of Dispatch Service.

Onsite Infrastructure Response provides for response as determined by predefined severity levels and response times. Severity 1 issues are dispatched 24 hours a day, 365 days a year including holidays. Motorola's onsite response time goal is two hours or less for Severity 1 events.

11.2.6 Network Preventative Maintenance

Motorola's Network Preventative Maintenance service will provide Williamson County with an operational test and alignment of the fixed equipment to insure that it continues to meet the original manufacturer's specifications. This service will be performed annually in conjunction with a prearranged schedule. This service will be performed during normal working hours with the intent to minimize any disruption of service to users. If the service must be performed after hours, a quote will be provided. System documentation will be updated based on this information. The list of documented parameters will be determined by agreement with Williamson County. All equipment provided as a part of the system will be included.

11.3 Post Warranty Services

As Motorola's continuing commitment to supporting your system, warranty services can be extended after the first year to provide maintenance and service support in future years. Any of the services that we identify can be customized in future years, and are available for purchase either in "System Support Services" packages or as individual service offerings. These system support services significantly benefit Williamson County because the system can be effectively supported after the warranty period, thereby maximizing the operational capabilities and useful life of the system and protecting your investment in the system.

Post Warranty support services are not included with this offering but can be provided upon request.





Section 12. Phase 2 Warranty and Maintenance

Motorola places great emphasis on ensuring that communications systems, such as the one proposed for Williamson County, meet high standards for design, manufacture, and performance. To enhance the value of the communications system being acquired, Motorola offers customized warranty and post-warranty services as outlined in this section.

Table 122-1: Warranty/Post-Warranty Services Overview

Warranty/Post Warranty Services	Included	Optional	Not Included
Warranty: Standard	√		
Warranty: Enhanced Warranty Support Services	√		
Dispatch Services	√		
Technical Support	√		
Network and Security Monitoring Services	√		
Infrastructure Repair w/Advanced Replacement	√		
Onsite Infrastructure Response (7x24 2-hour)	√		
Network Preventative Maintenance	√		
Post Warranty Services			√

12.1 Warranty Services

Motorola will provide warranty services per our standard warranty terms and conditions, as outlined within the System Purchase Agreement within this proposal.

12.2 Enhanced Warranty Support Services

Motorola is able to customize its Standard Commercial Warranty offering through the delivery of a combination of unique services to provide full operational support of your MCC 7500 Console Expansion. By combining our system services into a comprehensive and cohesive program, Motorola is able to effectively deliver technical support, diagnostic assistance, and restoration services in a thorough and responsive manner. These customized enhanced warranty support services are included as part of your first year System Support Plan beginning during the warranty period.

The following figure provides an overview of the enhanced warranty services maintenance support plan to be delivered, mirroring those presently delivered to County, indicating the various interactions among system support components.

Enhanced Warranty Support Plan

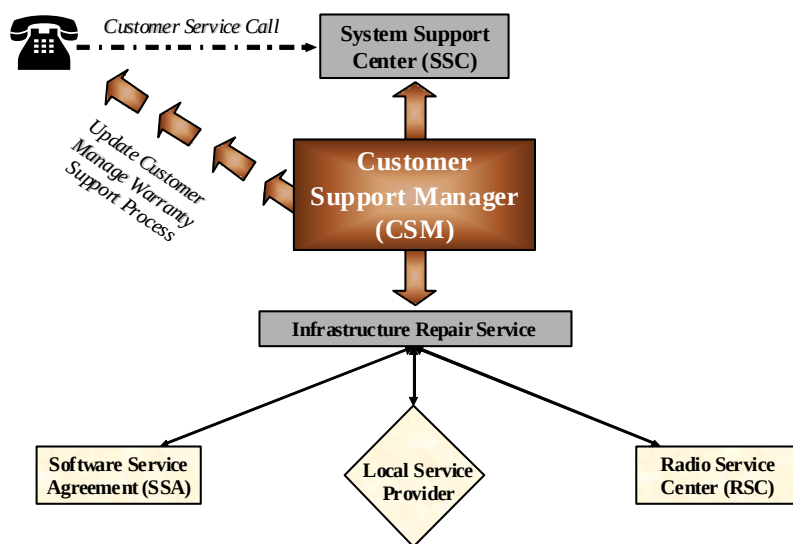


Figure 122-1: Enhanced Warranty Support Plan Overview

The following list depicts those services included in Enhanced Warranty Support and available to customize post-warranty services:



12.3 Dispatch Services

12.3.1 Onsite Response – Motorola Resources

The Call Center Operation (CCO) at Motorola's System Support Center (SSC) is your single point of contact for service issues. A phone call to this operation's toll free 800- phone number initiates an electronic customer service request (Case) and begins the response process to the appropriate degree required. If a technician is required to respond to an issue for resolution, the CCO identifies the appropriate technician and tracks his response to the onsite point of failure. They track the technician's progress in effecting the repair and restoration, and notify the Customer of the status. In the event that a System Engineer or other system specialist is required, the CCO escalates the case to the appropriate level and assigns the required personnel. Once the case has been resolved the CCO will contact the Customer to advise that the issue has been resolved and that the case is ready to be closed with the Customer's concurrence.

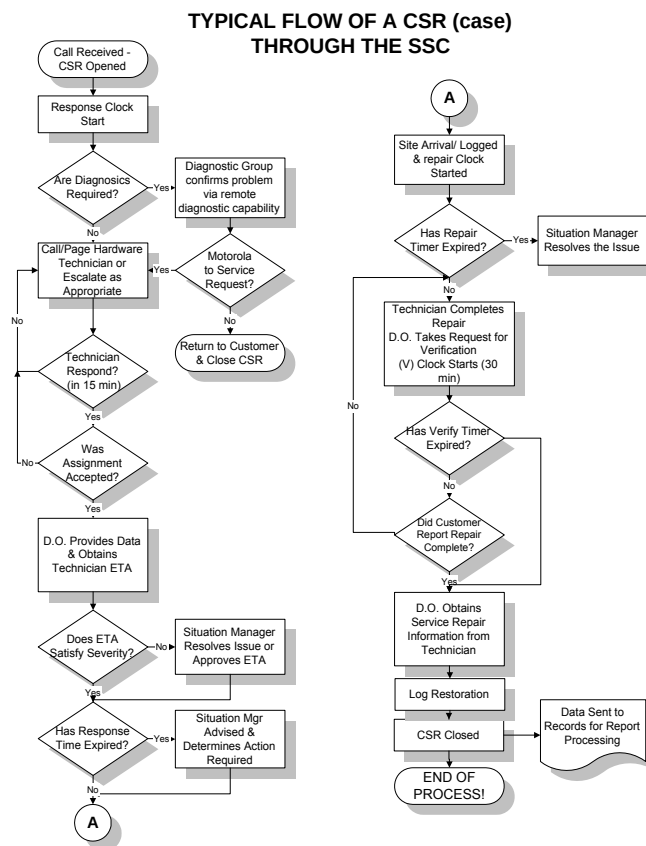


Figure 122-2: Typical Flow of CSR (case) Through the SSC



12.3.2 Technical Support

Motorola's Technical Support was created to insure that County is provided the answers to their technical issues. Motorola's Technical Support Operation is manned 24 hours per day, 365 days a year to field all levels of calls. This operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues by telephone. A Case is created on each issue and is followed to resolution, with escalation if necessary. Because of the Center's proximity to the factory engineers, the highest level of technical support is available.

12.3.3 Network and Security Monitoring Services

12.3.3.1 Network Monitoring Service

Motorola's Network Monitoring Operation monitors specific elements of the system for events and alarms. When events or alarms are detected, they are forwarded to Motorola's System Support Center using system-specific monitoring tools. The System Support Center is staffed with trained technologists, who acknowledge the event, run available diagnostic routines, and initiate an appropriate response. Many system issues may be resolved remotely through these services. In the event that field resources are required, they are alerted to specific elements of the problem, and informed as to what spares, and/or boards to have on hand for replacement. This provides the most efficient and least amount of downtime to your system. Reports are sent monthly about system performance.

12.3.3.2 Security Monitoring Service

Security elements such as anti-virus, firewalls, and Intrusion Detection Systems (IDS) are a good first step, but they are not enough to secure your network. Radio network operators must take additional steps to reduce vulnerabilities to potential attack and protect critical radio network infrastructure. Motorola's ASTRO 25 Security Monitoring is a complete solution that reduces the risk of network availability being impacted by a security threat. Specialized security analysts provide uninterrupted monitoring of the radio network security elements utilizing advanced correlation and visualization tools to detect, characterize, and respond to events that are specifically applicable to government and public safety radio networks. Our security analysts have direct and immediate access to Motorola engineers for rapid resolution. This level of service ensures the operational impact that security events may cause to your network are minimized or eliminated.



12.3.3.3 Pre-Tested Software Subscription (PTSS)

Commercial security software updates are often designed without RF systems in mind and could cause inadvertent harm to your radio network, disrupting mission-critical communications and putting your first responders and citizens at risk. Motorola's Pre-Tested Software Subscription (PTSS) assures that commercial anti-virus definitions, operating system software patches, and Intrusion Detection Sensor signature files are compatible with your ASTRO 25 network and do not interfere with network functionality. Our expert network security technologists analyze, perform testing, and validate the latest security software updates in a dedicated test lab. We also provide continuous monitoring of updates to provide you regular electronic updates upon completion of successful testing.

12.3.4 Infrastructure Repair Service w/Advanced Replacement

Infrastructure Repair with Advanced Replacement can provide a field replacement unit (FRU) in advance and in exchange for the customer's malfunctioning component from Infrastructure Depot Operation's (IDO's) inventory, (FRUs are subject to availability). Advanced Replacement FRUs are shipped overnight with high priority.

In the event the Motorola Local Service Provider must remove a malfunctioning board/unit at the site location, the Motorola Local Service Provider will contact the System Support Center's Call Center to request a return authorization (RA) number. The Motorola Local Service Provider will remove the malfunctioning board/unit and ship to the SSC for repair.

Upon receipt of malfunctioning equipment, the SSC will fully system test and repair malfunctioning Motorola manufactured boards/units down to the component level utilizing automated test equipment. A system test is performed to ensure that all software and hardware is set to the current customer configuration. If the unit is not manufactured by Motorola, the unit may be returned to the Original Equipment Manufacturer (OEM) for repair.



12.3.5 Onsite Infrastructure Response

12.3.5.1 Dispatched by SSC

OnSite Infrastructure Response provides for onsite technician response as determined by predefined severity levels and response times in order to restore the system. Technicians are dispatched by SSC's Call Center Operations (as described under Dispatch Service) to perform first echelon service, provide information to customer regarding system condition, remove failed components for repair, and reinstall new or reconditioned components. OnSite Infrastructure Response requires the purchase of Dispatch Service.

Onsite Infrastructure Response provides for response as determined by predefined severity levels and response times. Severity 1 issues are dispatched 24 hours a day, 365 days a year including holidays. Motorola's onsite response time goal is two hours or less for Severity 1 events.

12.3.6 Network Preventative Maintenance

Motorola's Network Preventative Maintenance service will provide County with an operational test and alignment of the fixed equipment to insure that it continues to meet the original manufacturer's specifications. This service will be performed annually in conjunction with a prearranged schedule. This service will be performed during normal working hours with the intent to minimize any disruption of service to users. If the service must be performed after hours, a quote will be provided. System documentation will be updated based on this information. The list of documented parameters will be determined by agreement with County. All equipment provided as a part of the system will be included.

12.4 Post Warranty Services

As Motorola's continuing commitment to supporting your system, warranty services can be extended after the first year to provide maintenance and service support in future years. Any of the services that we identify can be customized in future years, and are available for purchase either in "System Support Services" packages or as individual service offerings. These system support services significantly benefit County because the system can be effectively supported after the warranty period, thereby maximizing the operational capabilities and useful life of the system and protecting your investment in the system.

Post Warranty support services are not included with this offering but can be provided upon request.





Section 13. Pricing Summary

Motorola's pricing is based on the equipment list and services defined for the system designed for Williamson County. The Statement of Work (SOW) describes the work to be performed for the installation, optimization, and testing of the system and the equipment list provides the equipment necessary for this project.

13.1 Williamson County EOC Move and Console Expansion

All Pricing is valid if contract is executed on or before 9-28-10.

13.1.1 Phase 1: MCC 7500 Console Expansion Project

Pricing Summary	
Add five additional consoles to the Williamson County dispatch center	
HGAC CONTRACT DISCOUNT TOTAL	\$377,915.00
Electrical Work	\$5,700.00
Total Project Price	\$383,615.00
ADDED SYSTEM DISCOUNT – To match Austin Contract Discount Level.	(\$35,000.00)
Phase 1 Total	\$348,615.00
With additional system discount	

13.1.2 Phase 1 Total Cost Summary

Pricing Summary	
MCC 7500 Console Hardware (HGAC Discounted Price)	\$196,396.00
Services	\$181,519.00
Electrical Work	\$5,700.00
▪ Project Management ▪ Installation and Optimization ▪ Programming ▪ Civil Work, Civil Equipment ▪ Contractor Provided Hardware ▪ ESS Support and Extended 24x7 Warranty ▪ CCSi Staging ▪ Engineering Services ▪ ST Integration Services ▪ Upgrade Operations to Master Site ▪ Shipping and Handling	

13.1.3 Phase 2: Williamson County EOC Move and Additional Console Expansion

Pricing Summary	
HGAC Contract Discount Total	\$1,049,380.00
Additional System Discount	(\$108,864.00)
Phase 2 Total	\$940,516.00



13.1.4 Phase 2 Total Cost Summary (HGAC Discounted Price)

Pricing Summary	
Hardware/Equipment	\$484,609.00
Services/Civil	\$564,771.00
▪ Project management ▪ Installation and Optimization ▪ External Subcontracting ▪ Civil Work, Civil Related Hardware and Equipment ▪ Subcontractor Provided Hardware and Equipment ▪ Programming ▪ ESS Support and Extended 24x7 Warranty ▪ CCSi Staging ▪ Engineering Services ▪ SSI Integration Services ▪ Upgrade Operations to Master Site ▪ Shipping and Handling	

13.1.5 Grand Total – Phase 1 and Phase 2

Pricing Summary	
Phase 1 Total with special discounts	\$348,615.00
Phase 2 Total with special discounts	\$940,516.00
Multiple Project Discount (Phase 1 and 2) Multiple Project Discount only if Williamson County executes both MCC 7500 5 position console expansion project and EOC Move/Expansion project together by Sept 28, 2010.	(\$90,000.00)
GRAND TOTAL Price includes Phase 1, phase 2 and multiple project incentives	\$1,199,131.00

13.1.6 Options (Not Included in Total Price)

Options	
VHF West Site Repeater	\$88,276.00
VPM Console Upgrades (Optional VPM price only valid if purchased with EOC project)	\$183,813.00





Section 14. Terms and Conditions

Terms and Conditions are included on the following pages.

SYSTEM PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 2010 by and between Motorola Inc., a Delaware corporation duly authorized to conduct business in the State of Texas ("Motorola" or "Seller"), the Houston-Galveston Area Council, a body corporate and politic ("H-GAC") and Williamson County, Texas, a body corporate and politic ("Purchaser").

WITNESSETH:

WHEREAS, the Purchaser desires to purchase a Communications System; and

WHEREAS, Motorola desires to sell 2 Communications Systems to Purchaser; and

WHEREAS, H-GAC, acting as the agent for various local governmental entities who are "End Users" under interlocal agreements (including the Purchaser) has solicited quotations for radio communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Radio Communications Equipment & Systems Agreement dated as of January 1, 2008 (the "Contract"), which provided that End Users may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 34 of the Contract, Motorola and Purchaser now wish to enter into this System Purchase Agreement to delineate the specific terms of the purchase of radio communications equipment from Motorola by the Purchaser.

THEREFORE, the parties hereby enter into an agreement pursuant to which Motorola shall perform the work and furnish the equipment and services as more fully set forth herein and in the following exhibits, which are either attached hereto or incorporated by reference and hereby made a part of this Agreement:

- Exhibit A General Provisions.
- Exhibit B Motorola Software License Agreement.
- Exhibit C Motorola's Statements of Work, System Descriptions, System Drawings, Project Schedules, Pricing Summary, and Equipment Lists all dated August 27, 2010.
- Exhibit D Motorola/H-GAC Radio Communications Equipment & Systems Agreement dated January 1, 2008.
- Exhibit E Above Warranty Services Statements of Work (the Warranty and Maintenance documents dated August 27, 2010) and Service Terms and Conditions

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Section 1 SCOPE OF WORK

A. Motorola shall furnish all of the equipment as outlined in Exhibit C in 2 phases, each of which is a Communications System for purposes of this Agreement, and provide the tools, supplies, labor and supervision necessary for the installation of the items purchased in accordance with Exhibit C.

B. In addition to responsibilities described in the Statement of Work, Purchaser shall perform the following coincident with the performance of this Agreement:

(1) Provide a designated Project Director, which shall serve as liaison between the Williamson County Commissioner's Court and Motorola, as well as serve as the signatory for Purchaser,

(2) Provide a designated Project Manager, which shall serve as a day to day point of contact for Purchaser.

(3) Provide ingress and egress to Purchaser's facilities and/or sites as requested by Motorola and have such facilities available for installation of the equipment to be installed.

(4) Provide adequate telephone lines (including modem access and adequate interfacing networking capabilities) for the installation and operation of the equipment.

(5) Provide adequate AC Power at 117 VAC + 10%, 60 Hz for the installation and operation of the equipment.

(6) Provide a designated work area with adequate heat and light, and a secure storage area for equipment delivered to the Purchaser. The Purchaser shall be solely liable for loss or damage to equipment prior to, during and following installation when such equipment is on or within Purchaser's facilities and/or vehicles.

Section 2 SITES

This Agreement is predicated on the utilization of sites and site configurations, which have been selected either by the Purchaser or by Motorola as contained in the Motorola proposal. In either situation, should it be determined by either Motorola or Purchaser during the course of performance on this Agreement that the sites or configuration selected are no longer available or desired, new or replacement sites or configuration will be selected and approved by both Motorola and the Purchaser. If any price adjustments are necessary as a result of these new or replacement sites, such price adjustments will be added to this Agreement by change order in accordance with Section 4 of the General Provisions.

Section 3 SUBSURFACE/STRUCTURAL CONDITIONS

This Agreement and the Motorola proposal are predicated upon normal soil conditions defined by E.I.A. standard RS-222 (latest revision). Should Motorola encounter subsurface, structural, and/or latent conditions at any site differing from those, indicated on the specifications, or as used in the preparation of the bid price, the Purchaser will be given immediate notice of such conditions before they are further disturbed. Thereupon, Motorola and the Purchaser shall promptly investigate the conditions and, if found to be different, will adjust the plans and/or specifications as may be necessary. Any changes that cause an adjustment in the contract price or in time required for the performance of any part of the contract shall result in a contract modification in accordance with Section 4 of the General Provisions.

Section 4 PERIOD OF PERFORMANCE

A. Motorola projects that it will be able to obtain final acceptance and completion of the Acceptance Test Plan within 174 days after the contract is signed by all parties for phase 1 and within 225 days after the contract is signed by all parties for phase 2. A more detailed timeline shall be provided to Purchaser after the design review and customer kick-off meeting.

B. Whenever Motorola knows or reasonably should know that any actual or potential condition due to circumstances beyond its control is delaying or threatens to delay the timely performance of the work, Motorola shall within thirty (30) days give Purchaser notice thereof and may request an extension of time to perform the work.

C. In order to successfully integrate and implement this project, shipments will be made F.O.B. Destination to Purchaser facilities, local Motorola staging facilities, warehousing facilities, or any combination thereof. It is agreed that this plan is acceptable to Purchaser and that Motorola will advise prior to shipment of actual destination and that purchaser will accept shipment, and make payment as required by this Agreement.

D. It is also agreed that equipment shipping dates reflected in this agreement or in Motorola proposals are estimates only, and that shipment may be made at any time prior to, or subsequent to these estimated shipping dates.

Section 5 ACCEPTANCE CRITERIA

A. Motorola will test the Communications System in accordance with the Acceptance Test Plan. System acceptance will occur upon the successful completion of such testing ("System Acceptance") at which time both parties shall promptly execute a certificate of system acceptance. If the Acceptance Test Plan includes separate tests for individual subsystems, both parties shall promptly execute certificates of subsystem acceptance upon the successful completion of testing of such subsystems. Minor omissions or variances in performance which do not materially affect the operation of the Communications System as a whole will not postpone System Acceptance. Purchaser and Motorola will jointly prepare a list of such omissions and variances which Motorola will correct according to an agreed upon schedule.

B. Motorola agrees to notify Purchaser when the Communications System is ready for acceptance testing. Motorola and Purchaser agree to commence acceptance testing within ten (10) business days after receiving such notification. If testing is delayed for reasons within the control of Purchaser or its employees, contractors, agents or consultants for more than ten (10) business days after notification, final payment will be due within thirty (30) days after such notification and the Warranty Period will commence immediately.

C. Motorola may, but is not obligated to, issue written authorization for Purchaser to use the Communications System or its subsystem(s) for limited training or testing purposes, prior to the completion of testing by Motorola. Any use of the Communications System without prior written authorization by Motorola shall constitute System Acceptance.

Section 6 PAYMENT SCHEDULE

A. Provided Purchaser signs and delivers this Agreement to Motorola by September 28, 2010, Motorola agrees to sell all of the equipment and perform the services as outlined in the Scope of Work, and Purchaser agrees to buy the aforementioned equipment and services for the sum of **\$1,199,131.00**, set forth in Exhibit C, including the H-GAC administration fee. The final price may be adjusted by change orders approved pursuant to Statement of Work attached hereto as Exhibit "C".

B. For each of the 2 phases, payments to Motorola shall be made according to the following milestones:

1. 25% of the total phase price is due when we begin Detailed Design Review;
2. 40% of the total phase price will be invoiced immediately after the Equipment is shipped from Motorola's facilities;
3. 25% of the total phase price will be invoiced immediately after the Equipment is installed at the sites specified in the Exhibits; and
4. 10% of the total phase price will be invoiced immediately after System Acceptance.

C. In the event of failure or delay by the Purchaser in providing sites, space, approvals, licenses, or any other Purchaser obligations required preceding delivery of Motorola equipment, it is agreed that Motorola, at its sole discretion, may ship equipment as planned and that the Purchaser will accept the equipment and make payment in accordance with the terms of this Agreement. Any additional costs incurred by Motorola for storage of equipment will be invoiced and paid by Purchaser.

D. Payments to Motorola shall be made as follows:

- (i) Motorola shall immediately forward an invoice for the payment requested in Section 6(B) above to Purchaser.

- (ii) Purchaser shall pay the Motorola invoice within thirty (30) calendar days of receipt.

E. Payment of H-GAC's administrative fee:

Motorola will pay H-GAC in accordance with the payment terms of Contract No. RA01-08.

F. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the date as set forth above and continues until the date of phase 2 Final Project Acceptance or expiration of the Warranty Period for phase 2, whichever occurs last.

Section 7 PROJECT MANAGEMENT

A. If the size or complexity of the project warrants, Motorola will assign a Project Manager, who is authorized to exercise technical direction of this project. Motorola, at any time, may designate a new or alternate Project Manager with written notice to Purchaser and H-GAC.

B. All matters affecting the terms of this Agreement or the administration thereof shall be referred to Motorola's cognizant Contract Administrator who shall have authority to negotiate changes in or amendments to this Agreement.

Section 8 NOTICE ADDRESSES

A. Motorola, Inc.
6450 Sequence Drive
San Diego, Ca 92121
Attn.: Law Department

B. Williamson County (Purchaser)

Project Director for Purchaser:

John Sneed, Sr.
Director of Williamson County Emergency Services
P.O. Box 873
Georgetown, TX 78627-0873

Project Manager for Purchaser:

Patrick Cobb
Williamson County Emergency
Communications Division Director
508 S. Rock Street
Georgetown, Texas 78626
Office: 512-943-1206

Mobile: 512-677-1547
Pager: 512-404-2670
pcobb@wilco.org

- C. Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Attn.: Public Services Manager

Section 9 ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

- Exhibit A General Provisions.
- Exhibit B Motorola Software License.
- Exhibit C Motorola's Statements of Work, System Descriptions, System Drawings, Project Schedules, Pricing Summary, and Equipment Lists.
- Exhibit E Above Warranty Services Statements of Work (the Warranty and Maintenance documents) and Service Terms and Conditions
- Exhibit D Motorola/H-GAC Radio Communications Equipment & Systems Agreement dated January 1, 2008.

Section 10 DISPUTES

Motorola and the Purchaser will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by Motorola and the Purchaser within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator, and Motorola and the Purchaser will share the cost of the mediation equally. By mutual agreement, however, Motorola and Purchaser may postpone mediation until both parties have completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure ("ADR").

Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be submitted to a court of competent jurisdiction in Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Both Motorola and Purchaser consent to jurisdiction over it by such a court. The use of any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party.

Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

Section 11 SEVERABILITY

If any portion of this Agreement or any exhibits hereto is held to be invalid, such provision or portion of such provision shall be considered severable, and the remainder of this Agreement shall not be affected.

Section 12 HEADINGS AND SECTION REFERENCES

The headings given to the paragraphs are inserted for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular paragraph to which the heading refers.

Section 13 TERMINATION FOR CONVENIENCE

Purchaser may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Motorola. In the event of such termination, it is understood and agreed that only the amounts due to Motorola for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for County's termination of this Agreement for convenience.

Section 14 FULL AGREEMENT

This Agreement and its Exhibits constitute the final expression of the agreement of the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the work. This Agreement may not be altered, amended, or modified except by written instrument signed by duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last day and year written below.

MOTOROLA, INC.

PURCHASER

By: _____
(Signature)

By: _____
(Signature)

Name: Edward Fuerst
(Print - Block Letters)

Name: Dan A. Gattis
(Print - Block Letters)

Title: MSSI Vice President & Director of Sales
Government & Commercial Markets – Americas
(Print - Block Letters)

Title: Williamson County Judge
(Print - Block Letters)

Date: _____

Date: _____

EXHIBIT A
GENERAL PROVISIONS
MOTOROLA, INC.

Section 1 STANDARDS OF WORK

Motorola agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to professional standards. All packaging and packing shall be in accordance with good commercial practice.

Section 2 TAXES

The prices set forth in the Agreement are exclusive of any amount for Federal, State or Local excise, sales, lease, gross income service, rental, use, property, occupation or similar taxes. If any taxes are determined applicable to this transaction or Motorola is required to pay or bear the burden thereof, the Purchaser agrees to pay to Motorola the amount of such taxes and any interest or penalty thereon no later than thirty (30) days after receipt of an invoice therefor.

Section 3 SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. Destination. Motorola reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments. Title to the equipment shall pass to the Purchaser upon receipt at the F.O.B. Destination. After delivery to the F.O.B. Destination, risk of loss and damage to the articles shall be borne by the Purchaser. The above notwithstanding, title to software and any third party supplied software shall not pass upon payment of the license fee therefor or under any circumstances.

Section 4 CHANGES IN THE WORK

A. The Purchaser may, at any time, by written order, make changes within the general scope of the work, including but not limited to revisions of, or additions to, portions of the work, or changes in method of shipment or packaging and place of delivery.

B. If any order under this Section 4 causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Motorola is not obligated to comply with any order hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and same is reflected as an addendum to this Agreement.

Section 5 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability whether for breach of contract, warranty, negligence, indemnification, strict liability in tort or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

Section 6 EXCUSABLE DELAYS

A. Neither Motorola nor the Purchaser shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but are not be limited to, acts of God; fire; strikes; material shortages; compliance with laws or regulations; riots; acts of war; or any other conditions beyond the reasonable control of the party or parties.

B. Delays as identified herein may cause an impact on the Period of Performance stated in the Agreement. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 7 DEFAULT

A. If Motorola is wholly responsible for failure to make delivery or complete installation under the Agreement, the Purchaser may consider Motorola to be in default, unless such failure has been caused by the conditions set forth in Section 6 of these General Provisions.

B. The Purchaser shall give Motorola written notice of such default and Motorola shall have thirty (30) days to provide a plan of action to cure the default. If Motorola fails to cure the default, the Purchaser may terminate any unfulfilled portion of this Agreement or complete the system through a third party. In the event the Purchaser completes the system through a third party, Motorola shall be responsible for an amount in excess of the Agreement price, not to exceed the value of the terminated portion, incurred by the Purchaser in completing the system to a capability not exceeding that specified in the Agreement. IN THE EVENT OF DEFAULT, MOTOROLA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, LIQUIDATED, SPECIAL OR CONSEQUENTIAL DAMAGES.

Section 8 DELAYS BY PURCHASER

If the Purchaser is responsible for delays which cause the installation and acceptance of this system, to be rescheduled beyond the Period of Performance set forth in the Agreement, the Purchaser shall be liable for actual costs incurred by Motorola resulting from these delays. Such charges may include, but are not limited to, additional Engineering; rescheduling charges; storage charges; maintenance charges; and transportation charges. The Purchaser shall have the option to attempt to minimize actual costs incurred by storing and transporting equipment at its own expense.

Section 9 LICENSES/AUTHORIZATION

The Purchaser is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission and for complying with FCC rules. Neither Motorola nor any of its employees is an agent or representative of the Purchaser in FCC matters or otherwise. Motorola, however, may assist in the preparation of the license application at no charge to the Purchaser. Purchaser acknowledges that project implementation is predicated on receipt of proper FCC licensing.

Section 10 INDEMNIFICATION

MOTOROLA AGREES TO AND HEREBY INDEMNIFIES AND SAVES PURCHASER AND/OR H-GAC HARMLESS FROM ALL LIABILITIES, JUDGMENTS, COSTS, DAMAGES AND EXPENSES WHICH MAY ACCRUE AGAINST, BE CHARGED TO, OR RECOVERED FROM THE PURCHASER AND/OR H-GAC BY REASON OF OR ON ACCOUNT OF DAMAGE TO THE TANGIBLE PROPERTY OF THE PURCHASER OR THE PROPERTY OF, INJURY TO, OR DEATH OF ANY PERSON, TO THE EXTENT AND IN THE PROPORTION THAT SUCH DAMAGE OR INJURY IS CAUSED BY MOTOROLA'S NEGLIGENT ACTS OR OMISSIONS OR THAT OF ITS EMPLOYEES, SUBCONTRACTORS, OR AGENTS WHILE ON THE PREMISES OF THE PURCHASER DURING THE DELIVERY AND INSTALLATION OF THE COMMUNICATIONS EQUIPMENT. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

Section 11 EQUIPMENT COMPATIBILITY; PRODUCT SUPPORT

Motorola agrees that the equipment, will perform in accordance with the specifications and representations stated in Motorola's Proposal and Equipment List included in this Agreement. This Agreement does not extend to the performance of the equipment as a part of a larger system generally nor specifically to equipment in combination with products, elements or components not supplied by Motorola.

Motorola will use commercially reasonable efforts to provide replacement parts for Motorola manufactured subscriber equipment for five (5) years and for Motorola manufactured fixed infrastructure equipment for seven (7) years, both from the date of last manufacture. Motorola reserves the right to supply either assemblies or piece parts.

Section 12 WARRANTIES

A. **WARRANTY PERIOD.** Upon System Acceptance, the System Functionality representation described below is fulfilled. The Equipment and Motorola Software is warranted for a period of one (1) year after System Acceptance (“Warranty Period”) in accordance with the applicable limited warranties shown below. In no event will the warranty period last longer than eighteen (18) months after the Equipment and Software is shipped from Motorola. Purchaser must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties no later than one month after the expiration of the Warranty Period.

B. **SYSTEM FUNCTIONALITY.** Motorola represents that the Communications System will satisfy the functional requirements in Exhibit C. Upon System Acceptance, this System Functionality representation is fulfilled. After System Acceptance, the Equipment Warranty set forth below and the Software Warranty set forth in the Software License Agreement will apply.

Motorola will not be responsible for performance deficiencies of the System caused by ancillary equipment not furnished by Motorola attached to or used in connection with the System provided hereunder. Additionally, Motorola will not be responsible for System performance when the functionality is reduced for reasons beyond Motorola’s control including, but not limited to, i) an earthquake, adverse atmospheric conditions or other natural causes; ii) the construction of a building that adversely affects the microwave path reliability or RF coverage; iii) the addition of additional frequencies at System sites that cause RF interference or intermodulation; iv) Purchaser changes to load usage and/or configuration outside the parameters specified in Exhibit C; v) any other act of parties who are beyond Motorola’s control, including Purchaser or its employees, contractors, consultants or agents.

C. **EQUIPMENT WARRANTY.** Motorola warrants the Equipment against material defects in material and workmanship under normal use and service during the Warranty Period. Unless otherwise specified in writing, the Warranty Period for non-Motorola manufactured Equipment will be as stated in this Section. At no additional charge and at its option, Motorola will either repair the defective Equipment, replace it with the same or equivalent Equipment, or refund the purchase price of the defective Equipment, and such action on the part of Motorola will be the full extent of Motorola’s liability hereunder. Repaired or replaced Equipment is warranted for the balance of the original applicable warranty period. All replaced parts of the Equipment shall become the property of Motorola.

THIS WARRANTY DOES NOT APPLY TO

- a) Defects or damage resulting from use of the Equipment in other than its normal and customary manner.
- b) Defects or damage occurring from misuse, accident, water or neglect.

- c) Defects or damage occurring from testing, maintenance, installation, alteration, modification, or adjustment not provided by Motorola pursuant to this Communications System Agreement.
- d) Breakage of or damage to antennas unless caused directly by defects in material or workmanship.
- e) Equipment that has been subjected to unauthorized modifications, disassembly or repairs (including the addition to the Equipment of non-Motorola supplied equipment if not authorized by Motorola) which adversely affect performance of the Equipment or interfere with Motorola's normal warranty inspection and testing of the Equipment to verify any warranty claim.
- f) Equipment that has had the serial number removed or made illegible.
- g) Batteries (because they carry their own separate limited warranty).
- h) Freight costs to the repair depot.
- i) Equipment that has been subject to illegal or unauthorized alteration of the software/firmware in the Equipment.
- j) Scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment.
- k) Software.
- l) Normal or customary wear and tear.

D. Motorola Software Warranty. Motorola Software is warranted in accordance with the terms of the Software License Agreement attached as Exhibit B.

E. These express limited warranties as set forth in this Section are extended by Motorola to the original end user purchasing or leasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable. These are the complete warranties for the Equipment and Software provided pursuant to this Agreement.

F. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT. IN NO

EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

Section 13 CONFIDENTIAL INFORMATION

Motorola proprietary computer programs will be released in accordance with the Software License provisions set forth elsewhere, if applicable. All other material and information of confidential nature marked Motorola PROPRIETARY and CONFIDENTIAL will be released as necessary under the following conditions:

- (1) Purchaser shall exercise reasonable and prudent measures to keep these items in confidence.
- (2) Purchaser shall not disclose these items to third parties without prior written permission, unless Motorola makes them public or Purchaser learns them rightfully from sources independent of Motorola, or it is required by law to be disclosed.
- (3) Motorola, where necessary, retains the right to prescribe specific security measures for the Purchaser to follow to maintain the confidentiality.

In the event disclosure of such information is necessary, a separate Non-Disclosure Agreement will be required.

Section 14 SOFTWARE LICENSE

A. Motorola Software. Any Motorola Software furnished will be licensed to Purchaser solely according to the terms and restrictions of the Software License Agreement attached as Exhibit B. Purchaser hereby accepts all of the terms and restrictions of the Software License Agreement.

B. Non-Motorola Software. Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sublicense such Non-Motorola Software, in which case the Software License Agreement (including any addendum to satisfy such copyright owner's requirements) shall apply.

Section 15 PATENT INDEMNIFICATION

Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software infringes upon the third party's United States patent or copyright ("Infringement Claim"), and Motorola will indemnify Customer for those costs and damages finally awarded against Customer for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for Customer the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for the Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.

Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Motorola; the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Equipment or Motorola Software; any Equipment that is not Motorola's design or formula; a modification of the Motorola Software by a party other than Motorola; or the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment, Motorola Software, or any of their parts.

Section 16 DISCLAIMER OF PATENT LICENSE

Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license under any patents or patent applications of Motorola, except that Purchaser shall have the normal non-exclusive royalty-free license to use that is implied, or otherwise arises by operation of law, in the sale of a product.

Section 17 WAIVER

Failure or delay on the part of Motorola or Purchaser to exercise right or power hereunder shall not operate as a waiver thereof.

Section 18 VENUE AND GOVERNING LAW

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

Section 19 ASSIGNABILITY

The Agreement may not be assigned by any party hereto other than Motorola may assign this order to one of its Subsidiaries as in the normal course of business.

Section 20 MAINTENANCE SERVICE

During the Warranty Period for the Equipment, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the terms of this Agreement, including the Above Warranty Services Statements of Work (the Warranty and Maintenance documents) and Service Terms and Conditions. Such services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment after the Warranty Period, the description of and pricing for such services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the Parties in writing, the terms and conditions applicable to such maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

Section 21 RELATIONSHIP OF THE PARTIES

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

Section 22 NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Purchaser, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Purchaser

does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Section 23 PURCHASER'S RIGHT TO AUDIT

Motorola agrees that Purchaser or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy, except for Motorola Confidential and Proprietary Information, such as, but not limited to, cost data, any and all books, documents, papers and records of Motorola which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Motorola agrees that Purchaser shall have access during normal working hours to all necessary Motorola facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Purchaser shall give Motorola reasonable advance notice of intended audits.

Section 24 NON-APPROPRIATION AND FISCAL FUNDING

The obligations of the parties under this Agreement do not constitute a general obligation or indebtedness of either party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Purchaser shall have the right to terminate this Agreement at the end of any Williamson County fiscal year if the governing body of Purchaser does not appropriate sufficient funds as determined by Purchaser's budget for the fiscal year in question. Purchaser may effect such termination by giving written notice of termination at the end of its then-current fiscal year. However, Purchaser represents that sufficient funds have been encumbered for this project.

Section 25 PAYMENT, INTEREST AND LATE PAYMENTS

Purchaser's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Purchaser within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by Purchaser in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Purchaser's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Purchaser shall notify Motorola of the discrepancy. Following Purchaser's notification of any discrepancy as to an invoice, Motorola must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Purchaser shall pay the invoice within thirty (30) days from the date of the Williamson

County Auditor's receipt of the corrected or revised invoice. Purchaser's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

Section 26 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Purchaser, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Purchaser as to whether or not the same are available to the public. It is further understood that Purchaser's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Purchaser, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Purchaser by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

Section 27 INSURANCE

During the term of this Agreement, Motorola agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1.0 Million per occurrence and \$2.0 Million in the aggregate, including coverage on same for independent subcontractor(s). PURCHASER SHALL BE LISTED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$1.0 Million per occurrence and \$2.0 Million in the aggregate. Motorola shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.

Motorola shall not commence any field work under this Agreement until it has obtained all required insurance and such insurance has been approved by Purchaser. Motorola shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by Purchaser shall not relieve or decrease the liability of Motorola hereunder.

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Motorola shall furnish Purchaser with a certification of coverage issued by the insurer. Motorola shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED DURING THIS AGREEMENT.

It is the intention of the Purchaser, and agreed to and hereby acknowledged by Motorola, that no provision of this Agreement shall be construed to require the Purchaser to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required by this Agreement which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

SECTION 28 DAMAGE TO PROPERTY

Should Motorola or Motorola's agents, employees, contractors or representatives, in the performance of the services hereunder, ever damage property where the services are performed or within areas adjoining such property, whether it be real or personal property, Motorola shall be liable for such damage and shall be obligated to [promptly](#) repair the damaged property [as close as reasonably practicable](#) to its prior condition.

Exhibit B

Software License Agreement

This Exhibit B, Software License Agreement ("Agreement") is between Motorola, Inc., ("Motorola"), and Williamson County, Texas, a body corporate and politic ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable

prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

13.9 TEXAS PUBLIC INFORMATION. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Licensee, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Licensee as to whether or not the same are available to the public. It is further understood that Licensee's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Licensee, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Licensee by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

Exhibit C

Technical and Implementation Documents

Exhibit D

Motorola/H-GAC Radio Communications Equipment & Systems Agreement

Exhibit E

Service Terms and Conditions

Motorola, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for the additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove that Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses provided that Customer consents, in advance and in writing, to the performance of services involving a helicopter or other unusual access requirements.

Section 7 CUSTOMER CONTACT

Customer's Project Manager, as identified in the System Purchaser Agreement, will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Customer's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Customer within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Customer shall notify

Motorola of the discrepancy. Following Customer's notification of any discrepancy as to an invoice, Motorola must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Customer shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Customer's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services related to a phase under this Agreement will be free of defects in materials and workmanship for a period of one (1) year from the date of Final Acceptance for such phase. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writing unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 INTENTIONALLY DELETED

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. INTENTIONALLY DELETED.

17.7. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

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

17.9 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Purchaser, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Purchaser does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

17.10 Motorola agrees that Purchaser or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Motorola which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Motorola agrees that Purchaser shall have access during normal working hours to all necessary Motorola facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Purchaser shall give Motorola reasonable advance notice of intended audits.

17.11 The obligations of the parties under this Agreement do not constitute a general obligation or indebtedness of either party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Purchaser shall have the right to terminate this Agreement at the end of any Williamson County fiscal year if the governing body of Purchaser does not appropriate sufficient funds as determined by Purchaser's budget for the fiscal year in question. Purchaser may effect such termination by giving written notice of termination at the end of its then-current fiscal year.



Section 15. Product Literature

Product Literature is included on the following pages.



MCC 7500 IP Dispatch Console

For ASTRO® 25 Radio Systems



MCC 7500 Console is specifically designed for Mission Critical



The Motorola MCC 7500 Dispatch IP Console

Seamlessly integrated into ASTRO 25 radio networks, the MCC 7500 Console provides interoperability, cost, savings, and security advantages for today's critical communication needs. MCC 7500 consoles connect directly to the IP network without interface boxes, digital voice gateways, or backroom electronics for an integrated mission critical network. Conventional channels link to the IP network and use the same audio transport as trunked audio.



Integrated With ASTRO®25 Networks

Motorola IP systems are optimized to perform to robust customer specifications for Mission Critical voice and data communications. ASTRO 25 complies with Project 25 interoperability specifications while network interfaces based on standard IP bring additional value to the network. MCC 7500 IP Console provides:

- Emergency calls prioritized to get through no matter how busy the network.
- Voice quality and intelligibility optimized to eliminate clipped or degraded audio.
- High quality audio maintained despite increasing traffic loads.
- Calls set up in a fraction of a second, regardless of the size of the system.
- Voice messages consistently delivered in the shortest possible times.
- Call traffic quickly re-routed in the event of an IP network path failure, minimizing lost audio and any impact on the end user.
- Dispatch performance enhanced and bandwidth efficiency improved by using IP multicast technology.
- Conventional channels link to the IP network using the same audio transport as trunked audio.
- Simplified dispatch operations and optimized operational efficiencies when integrated with PremierOne™ CAD.

Meets your demand to

Mission Critical IP communication.



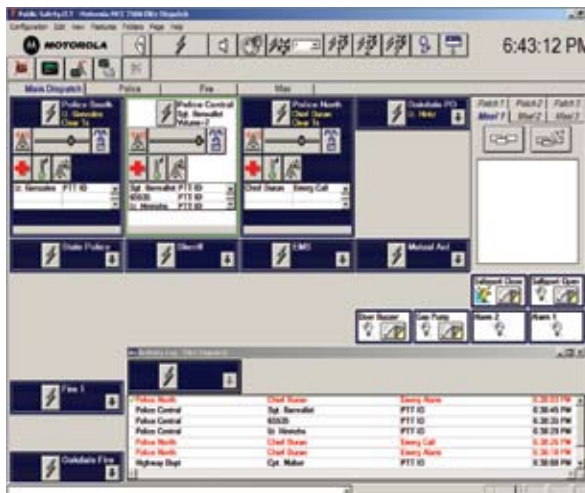
True End to End Encryption from the radio all the way through the console position. The MCC 7500 Dispatch Console goes beyond vocoded audio and uses true encryption technology, the only reliable means to keep your critical communication secure. Each MCC 7500 console supports up to 4 encryption algorithms simultaneously.

With **Agency Partitioning**, departments or agencies can share a system for cost savings and interoperability, yet manage and maintain control over their own resources, such as talkgroups, encryption keys, and configuration data.

Centralized Network Configuration and Fault Management dispatch positions allow changes to be automatically distributed throughout the system, providing vital efficiency. Access to the network manager from multiple remote locations via standard IP methods means users can still have convenient access while enjoying the benefits of centralized management.

Enhanced, Integrated Logging Recorder is available for the MCC 7500 Console providing digital recorded audio at the same high quality level as heard through the dispatch positions. Digital recorders integrated into the radio system reap the benefits of agency partitioning, centralized management and network security, meeting a wide range of ASTRO 25 customer requirements.

PremierOne™ CAD Integration further simplifies dispatch operations, improves data accuracy and enhances operational efficiencies by combining the common, intuitive user interface of PremierOne CAD with the reliable field personnel communications capabilities of the MCC 7500. Agencies that choose to integrate the MCC 7500 Console features with the PremierOne CAD common platform will gain the ability to automate common operations and get a real-time, comprehensive view of the personnel and equipment being supported in the field.



Customer Accepted Interface

Efficient, easy to use and intuitive, having been refined and proven through years of use in public safety dispatch centers around the world.

protect, prevent and respond to Mission Critical operations.

MCC 7500 Console

Command and Control Solutions Designed Around You

The MCC 7500 IP Dispatch Console is part of Motorola's extensive portfolio of communications and information solutions designed to address mission-critical public safety and security requirements worldwide. The MCC 7500 dispatch solution meets Motorola's rigorous quality standards to bring you the peace of mind you need in an emergency operation.

- Compatible with existing ASTRO 25 radio systems with forward migration to protect and leverage your investment.
- Software-based upgrades ease system and feature expansion. Re-use of the Elite Graphical User Interface (GUI) helps minimize dispatcher training.
- Works together with CENTRACOM® Elite console providing robust feature interaction.
- Installation is simplified and site costs are reduced since the console operator position functions without backroom electronics.
- Console configuration is performed at a centralized Network Manager client, with changes distributed automatically, saving valuable technician and administrator time.
- More robust service logs, containing real-time information, facilitate maintenance activities.
- Integration into the system's central fault standard event monitoring protocols, means fewer site visits.
- Flexible bandwidth requirements minimize operating costs for all remote console locations.
- Conventional audio is transported by the same IP network, eliminating the need for channel banks or a separate circuit switch network.

MOTOA4 Portfolio

The MCC 7500 IP Dispatch console operates within an ASTRO 25 network and is part of the MOTOA4 Mission Critical portfolio of products — offering seamless connectivity between the officer in the field and the dispatcher. The MCC 7500 puts real-time information in the hands of public safety personnel providing better information for better decisions. It's Technology That's Second Nature™.



MOTOROLA

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MCC 7500

IP Dispatch Console



The Motorola MCC 7500 IP Dispatch Console is designed to ease the complex job of a mission critical radio system dispatcher.

Easy to Use, Flexible, and Customizable User Interface

Features the Elite Graphical User Interface (GUI) that has been refined and proven through years of use in mission critical dispatch operations. This

eases migration and minimizes user training requirements.

Intuitive and familiar GUI is based on Microsoft Windows® and uses easily recognized icons and aliases.

Flexible and customizable GUI provides multiple screen layouts (folders) to organize resources by agency, shift, or any criteria that meets the needs of the console user(s).

Trunked and conventional radio channels are customizable with various controls, such as patch status, frequency select, coded/clear select, and individual volume control, based on user preferences. Per-channel controls can be fully or partially shown, or hidden to save space on the screen.

Busy dispatchers can respond to a missed call by simply clicking on an entry in the Activity Log.

The number of calls and call information displayed in the Activity Log is customizable to suit the needs of the user(s).

The status of auxiliary inputs and outputs is conveniently interpreted from the GUI with the use of familiar graphical icons, such as a door shown open or closed.

The MCC 7500 Dispatch Console is a Mission Critical IP command and control solution designed to ensure optimal quality audio and reliable communication. Console positions are connected directly to the IP network which supports communication with both trunked and conventional radios and all other dispatch

activity. Integration of the MCC 7500 positions with the radio system enables full participation in end-to-end voice encryption for secure communication, priority handling of emergency calls, and Agency Partitioning. Each console is centrally configured and managed from the network manager, providing vital efficiency.

SPECIFICATION SHEET

MCC 7500
IP Dispatch Console

Operator Position Components



Voice Processor Module



Gooseneck Microphone



Recommended Plantronics SupraPlus headset pictured. Two headsets are accommodated by the MCC 7500 Headset Jack box (not shown), which is useful for supervisory applications.



Standalone Speakers provide ample flexibility.

Optional Footswitch not pictured

Key Interoperability Features

Works with CENTRACOM Gold Elite™: The MCC 7500 console can be combined in the same dispatch center with CENTRACOM Gold Elite, with robust feature interaction.

Agency Partitioning: Allows multiple agencies to share a system to gain interoperability and cost savings benefits, while still maintaining control of their own channels, encryption keys, console configuration, etc.

Priority for Emergencies: Transmit Priority Levels provide an orderly and consistent method for ensuring higher priority

transmissions are able to take over resources from lower priority transmissions.

Optimized Patch Functionality: MCC 7500 console users can patch communication between trunked and/or conventional radios that are normally unable to communicate with each other.

Patched radio users see the ID or alias of the other patched radio(s), as opposed to that of the console. This minimizes confusion and the need for the dispatcher to intervene in the call.

Patches are automatically re-established if interrupted so the MCC 7500 user can concentrate on

continuing operations.

Enhanced Secure Operation: Encryption and decryption services within each dispatch operation position enable dispatchers to fully participate in secure communications while keeping the sensitive, vital information completely encrypted between the dispatcher and the radio users.

Dispatchers can interface with agencies that have different encryption configurations without any manual intervention or delay. Up to 60 calls using up to four different algorithms and multiple secure keys can be supported simultaneously.

To help reduce dispatcher stress and potential errors when managing encrypted audio situations, indicators and alerts are provided when the console mode does not match that of a received call; or when a patch or multi-select group is being set up between a mix of clear and secure channels.

Integrates with Motorola PremierOne™ CAD: The MCC 7500 can be integrated with the Motorola PremierOne CAD common platform and intuitive user interface to simplify dispatch operations, improve data accuracy and enhance operational efficiencies.

The MCC 7500 dispatch solution consists of the following:

MCC 7500 Dispatch Console Operator Position

MCC 7500 operator positions connect directly to the radio system's IP transport network without gateways or interface boxes. Audio processing, encryption, and switching intelligence for dispatch is performed within each software-based operator position, without additional centralized electronics. Consoles function as integrated components of the total radio system, enabling full participation in system level features such as end-to-end encryption and agency partitioning.

Operator position hardware consists of a monitor, personal computer, keyboard and mouse/trackball/touchscreen, speakers, audio accessories, and a Voice Processor Module (VPM). The VPM provides connections for analog devices to be connected to the digital console. The low-profile VPM can be rack mounted, furniture mounted, or placed on the desktop.

The MCC 7500 console system does not require separate configuration or performance management equipment. The MCC 7500 console system is configured and managed by the radio system's configuration manager, fault manager and performance reporting applications. This provides the customer with a single point for configuring

and managing the entire radio system. Changes are automatically distributed throughout the system. This centralized approach saves valuable time and efforts for system administrators and technicians.

Conventional Channel Gateway (CCGW)

The CCGW enables trunked system users to incorporate analog conventional channels into their dispatch operations without a separate hardware network and channel banks. Conventional audio is transported between the dispatch consoles and the CCGWs by the same IP network that is used for the trunked audio. The CCGW provides E&M and tone remote station control and supports the 4-wire analog connections for conventional. Each CCGW in a system can support up to four analog channels.

Digital CCGW (DCCGW)

The DCCGW enables trunked system users to incorporate ASTRO 25 conventional channels into their dispatch operations without a separate hardware network and channel banks. ASTRO 25 conventional audio is transported by the same IP network used for the trunked radio. The DCCGW provides digital control of the station via a V.24 connection. Each DCCGW can support up to two ASTRO 25 conventional channels.

SPECIFICATION SHEET

MCC 7500
IP Dispatch Console

Auxiliary Input/Output Server

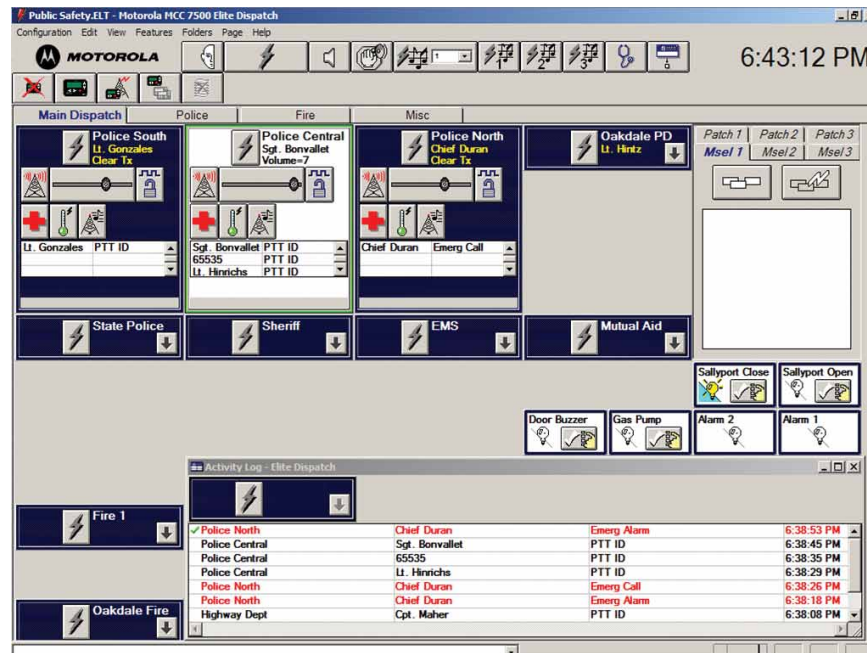
The Auxiliary Input/Output server enables console operators to control and monitor external devices, such as doors and lights, from the console user interface. Since the MCC 7500 Dispatch Console does not rely on centralized electronics, contact closures and input buffers required to interface to these devices are housed in Remote Terminal Units (RTUs). These RTUs can be physically located close to where they are needed, at any console site or RF site. The dispatch consoles and RTUs communicate with each other across the radio system's IP transport network.

Archiving Interface Server (AIS)

The AIS is a digital logging interface, comprised of a personal computer and a VPM. Each AIS works with an IP-based logging recorder. Audio and call control information is sent across the IP network between

the AIS and recorder. Highly configurable, the MCC 7500 logging solution includes:

- Recorded audio quality equivalent to audio heard at console position
- Information associated with radio calls recorded in addition to the call audio.
- Dispatcher and radio initiated events on radio channels (such as changing the frequency, sending an alarm) are recorded.
- Recorder capacity based on the number of radio transmissions it will need to record simultaneously, not on the number of channels it may record.
- Supports Agency Partitioning, enhancing control over which resources are recorded by which agency or department.
- Security and fault management centralized at the radio system's network manager.



The MCC 7500 Dispatch Console connects directly to the IP network without interface boxes, digital voice gateways, or backroom electronics, providing your organization with important interoperability and cost savings for today's Mission Critical operations.

SPECIFICATION SHEET

MCC 7500
IP Dispatch Console

SPECIFICATIONS

System Compatibility	ASTRO® 25 System and PremierOne™ CAD Application	
Vocoder Algorithms supported	AMBE, IMBE, ACELP, G.728 (for Analog Conventional)	
Encryption Algorithms supported	AES (256 bit), DES-OFB, DVI-XL, ADP (Advanced Digital Privacy)	
Monitor requirements		
With Mouse or Trackball	17" minimum, 20" recommended	
Touchscreen	20" minimum	
Voice Processor Module (VPM) connections	Device	Connector type
	One desktop microphone	RJ45
	Two headset jacks connectors	DB15
	Four desktop speakers	RJ45
	One local logging recorder	RJ45
	One radio instant recall recorder	RJ45
	One external telephone set	RJ45
	One external paging encoder	RJ45
	One footswitch	RJ45
VPM mounting options	EIA 19" rack mount, console furniture mount, Desktop – supports monitor up to 80 lbs	
VPM audio inputs and outputs	600 Ohm, balanced and transformer coupled (except for microphone which is 2000 Ohm, balanced, and does not use a transformer)	
Speaker Mounting Options	Desktop, furniture mount, or wall mount (with bracket accessory)	
Dispatch Console Cable Lengths	VPM to Speaker cable	10.1 feet (3.09 meters) standard
	VPM to Headset Jack cable	6 feet (1.8 meters) standard
	Headset Jack Extension cable	6 feet (1.8 meters) standard
	VPM to Microphone cable	10 feet (3.05 meters) standard
	VPM to Footswitch cable	10 feet (3.05 meters) standard
Supported Console Site Link types	Fractional T1/E1, Single T1/E1, Multiple T1/E1s Redundant and non-redundant versions are supported IP site links	
MCC 7500 Dispatch Console Capacities	Up to 60 simultaneous audio sessions per console Up to 60 simultaneous encryption/decryption sessions per secure capable console Up to 3 Multi-Select groups per dispatch console (with up to 20 members per Multi-Select group) Up to 16 Patch groups per dispatch console (with up to 20 members per Patch group) 160 resources per operator position	
Conventional Channel Gateway (CCGW)	Rack mountable, 1 rack unit high T1R1, T2R2, T4R4, T8R8, T12R12, T14R14 channels Each CCGW provides four RJ45 connector ports for interfacing to analog conventional base stations. Each port contains the following inputs and outputs: • 600 Ohm, balanced analog audio input – To accept radio audio from the station • 600 Ohm, balanced analog audio output – To send console transmit audio to the station • Input buffer – To detect Carrier Operated Relay (COR) closure in the station • 1 Amp, 24 VDC relay output – For relay keying of the station Can be configured to support AGC, DLM, or no input conditioning	
Digital Conventional Channel Gateway (DCCGW)	Rack mountable, 1 rack unit high T1R1, T2R2, T4R4, T8R8, T12R12, T14R14 Each DCCGW provides two RJ45 connector ports for interfacing to ASTRO 25 conventional base stations V.24 to station or comparator. No Digital Interface Unit (DIU) required	

SPECIFICATION SHEET

MCC 7500
IP Dispatch Console

SPECIFICATIONS *(cont'd)*

Auxiliary Input/Output

Server Hardware

A simplified, user-friendly version of the MOSCAD SDM 3000 RTU is used to support most MCC 7500 dispatch console Aux I/O needs.

The output relays are capable of switching 1A @ 24VDC or 1A @ 24VAC.

Input buffers are capable of sensing a dry closure through 1000 feet or less (round trip) of 24 AWG wire.

The RTU provides single pole Form A relay outputs. (Double pole, Form B or Form C relays must be implemented using external relays which are controlled by the RTU relays.)

Auxiliary Input/Output Capacities	Number of Output Relays	Number of Input Buffers
Single SDM 3000 RTU	16	48
Single SDM 3000 RTU with 1 expansion chassis	32	96
Single SDM 3000 RTU with 2 expansion chassis	48	144

Auxiliary Input/Output Mounting

Each SDM 3000 RTU and each SDM 3000 RTU Expansion Chassis is rack mountable in a standard 19 inch rack and is one rack unit high.

SIZE AND WEIGHT	DEVICE	HEIGHT	WIDTH	DEPTH	WEIGHT
	VPM	1.75 inches 44.5 millimeters	16.9 inches 430 millimeters	12.3 inches 312 millimeters	3.6 lbs 1.6 kg
	Speaker	4.9 inches 124 millimeters	4 inches 102 millimeters	Without bracket: 3.5 inches 89 millimeters With bracket: 5.8 inches 146 millimeters	0.7 lbs 0.3 kg
	Headset Jack	1.6 inches 41 millimeters	5 inches 127 millimeters	6 inches 152 millimeters	1.2 lbs 0.5 kg
	Microphone	Gooseneck at 90°: 4.5 inches 114 millimeters Gooseneck at 180°: 21.8 inches 552 millimeters	4.8 inches 121 millimeters	6.6 inches 168 millimeters	2.4 lbs 1.1 kg

POWER CONSUMPTION AND THERMAL

Device	Power Input	Thermal Output
VPM	0.4 Amps at 120VAC 0.2 Amps at 240VAC	171 BTUs/hour
Speaker	Add 0.05 Amps per speaker to VPM power Input at 120VAC (0.025 Amps at 240VAC)	Add 15 BTUs/hour per speaker to VPM thermal output
Headset Jack	negligible	negligible
Microphone	negligible	negligible

SPECIFICATION SHEET

MCC 7500
IP Dispatch Console

CERTIFICATIONS

	The various hardware elements of the Motorola MCC 7500 dispatch console product line are certified to meet the requirements for UL, CSA and CE.
Safety	CSA 60950-1-03 / UL 60950-1 EN60950-1 2001
EMC Emissions & Immunity	FCC part 15 Class A ICES-003 EN55022 1998 + A1: 2001 + A2:2003 (CISPR-22 Class A) EN55024 + A1:2001 + A2:2003 EN61000-3-2 2000 EN61000-3-3 1995 + A1:2001



MOTOROLA

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R3-13-2010D



Section 6. Pricing Summary

Motorola's pricing is based on the equipment list and services defined for the system designed for Williamson County. The Statement of Work (SOW) describes the work to be performed for the installation, optimization, and testing of the system and the equipment list provides the equipment necessary for this project

Williamson County EOC Move and Console Expansion

Phase 1: MCC7500 Console Expansion Project

Add five additional consoles to the Williamson County dispatch center

HGAC CONTRACT DISCOUNT TOTAL	\$377,915
Electrical Work	\$ 5,700
Total Project Price (Valid Through 9-30-10)	\$383,615
ADDED SYSTEM DISCOUNT	(\$35,000)
<i>(If Contract is signed by 9-28-2010)</i>	
Phase 1 Total	\$348,615

With additional system discount

PHASE 1 TOTAL COST SUMMARY

MCC7500 Console Hardware (HGAC Discounted Price	\$196,396
Services:	\$187,219
Electrical Work *(\$5,700)	
Project Management	
Instillation and Optimization	
Programming	
Civil Work, Civil Equipment	
Contractor Provided Hardware	

ESS Support and Extended 24x7 Warranty

CCSI Staging

Engineering Services

ST Integration Services

Upgrade Operations to Master Site

Shipping and Handling

Phase 2: Williamson County EOC Move and Additional Console Expansion

HGAC Contract Discount Total	\$1,049,380
Additional System Discount	(\$108,864)
Phase 2 Total	\$ 940,516

PHASE 2 TOTAL COST SUMMARY (HGAC Discounted Price)

Hardware / Equipment	\$484,609
Services / Civil	\$564,771
Project management	
Installation and Optimization	
External Subcontracting	
Civil Work, Civil Related Hardware and Equipment	
Subcontractor Provided Hardware and Equipment	
Programming	
ESS Support and Extended 24x7 Warranty	
CCSI Staging	
Engineering Services	
SSI Integration Services	
Upgrade Operations to Master Site	
Shipping and Handling	



Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

Williamson County, TX
Emergency Operations Center (EOC) Project
August 18, 2010

GRAND TOTAL – Phase 1 and Phase 2

Phase 1 Total with special discounts	\$348,615

Phase 2 Total with special discounts	\$ 940,516

Multiple Project Discount (Phase 1 and 2)	(\$90,000)

*Multiple Project Discount only if Williamson County executes both MCC7500 5 position console expansion project and EOC Move / Expansion project together **by Sept 28, 2010***

GRAND TOTAL	\$1,199,131.00

Price includes Phase 1, phase 2 and multiple project incentives

OPTIONS (Not Included in Total Price):

VHF West Site Repeater	\$ 88,276

VPM Console Upgrades	\$ 183,813

(Optional VPM price only valid if purchased with EOC project)



SYSTEM PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 2010 by and between Motorola Inc., a Delaware corporation duly authorized to conduct business in the State of Texas ("Motorola" or "Seller"), the Houston-Galveston Area Council, a body corporate and politic ("H-GAC") and Williamson County, Texas, a body corporate and politic ("Purchaser").

WITNESSETH:

WHEREAS, the Purchaser desires to purchase a Communications System; and

WHEREAS, Motorola desires to sell 2 Communications Systems to Purchaser; and

WHEREAS, H-GAC, acting as the agent for various local governmental entities who are "End Users" under interlocal agreements (including the Purchaser) has solicited quotations for radio communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Radio Communications Equipment & Systems Agreement dated as of January 1, 2008 (the "Contract"), which provided that End Users may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 34 of the Contract, Motorola and Purchaser now wish to enter into this System Purchase Agreement to delineate the specific terms of the purchase of radio communications equipment from Motorola by the Purchaser.

THEREFORE, the parties hereby enter into an agreement pursuant to which Motorola shall perform the work and furnish the equipment and services as more fully set forth herein and in the following exhibits, which are either attached hereto or incorporated by reference and hereby made a part of this Agreement:

- Exhibit A General Provisions.
- Exhibit B Motorola Software License Agreement.
- Exhibit C Motorola's Statements of Work, System Descriptions, System Drawings, Project Schedules, Pricing Summary, and Equipment Lists all dated August 27, 2010.
- Exhibit D Motorola/H-GAC Radio Communications Equipment & Systems Agreement dated January 1, 2008.
- Exhibit E Above Warranty Services Statements of Work (the Warranty and Maintenance documents dated August 27, 2010) and Service Terms and Conditions

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Section 1 SCOPE OF WORK

A. Motorola shall furnish all of the equipment as outlined in Exhibit C in 2 phases, each of which is a Communications System for purposes of this Agreement, and provide the tools, supplies, labor and supervision necessary for the installation of the items purchased in accordance with Exhibit C.

B. In addition to responsibilities described in the Statement of Work, Purchaser shall perform the following coincident with the performance of this Agreement:

(1) Provide a designated Project Director, which shall serve as liaison between the Williamson County Commissioner's Court and Motorola, as well as serve as the signatory for Purchaser,

(2) Provide a designated Project Manager, which shall serve as a day to day point of contact for Purchaser.

(3) Provide ingress and egress to Purchaser's facilities and/or sites as requested by Motorola and have such facilities available for installation of the equipment to be installed.

(4) Provide adequate telephone lines (including modem access and adequate interfacing networking capabilities) for the installation and operation of the equipment.

(5) Provide adequate AC Power at 117 VAC + 10%, 60 Hz for the installation and operation of the equipment.

(6) Provide a designated work area with adequate heat and light, and a secure storage area for equipment delivered to the Purchaser. The Purchaser shall be solely liable for loss or damage to equipment prior to, during and following installation when such equipment is on or within Purchaser's facilities and/or vehicles.

Section 2 SITES

This Agreement is predicated on the utilization of sites and site configurations, which have been selected either by the Purchaser or by Motorola as contained in the Motorola proposal. In either situation, should it be determined by either Motorola or Purchaser during the course of performance on this Agreement that the sites or configuration selected are no longer available or desired, new or replacement sites or configuration will be selected and approved by both Motorola and the Purchaser. If any price adjustments are necessary as a result of these new or replacement sites, such price adjustments will be added to this Agreement by change order in accordance with Section 4 of the General Provisions.

Section 3 SUBSURFACE/STRUCTURAL CONDITIONS

This Agreement and the Motorola proposal are predicated upon normal soil conditions defined by E.I.A. standard RS-222 (latest revision). Should Motorola encounter subsurface, structural, and/or latent conditions at any site differing from those, indicated on the specifications, or as used in the preparation of the bid price, the Purchaser will be given immediate notice of such conditions before they are further disturbed. Thereupon, Motorola and the Purchaser shall promptly investigate the conditions and, if found to be different, will adjust the plans and/or specifications as may be necessary. Any changes that cause an adjustment in the contract price or in time required for the performance of any part of the contract shall result in a contract modification in accordance with Section 4 of the General Provisions.

Section 4 PERIOD OF PERFORMANCE

A. Motorola projects that it will be able to obtain final acceptance and completion of the Acceptance Test Plan within 174 days after the contract is signed by all parties for phase 1 and within 225 days after the contract is signed by all parties for phase 2. A more detailed timeline shall be provided to Purchaser after the design review and customer kick-off meeting.

B. Whenever Motorola knows or reasonably should know that any actual or potential condition due to circumstances beyond its control is delaying or threatens to delay the timely performance of the work, Motorola shall within thirty (30) days give Purchaser notice thereof and may request an extension of time to perform the work.

C. In order to successfully integrate and implement this project, shipments will be made F.O.B. Destination to Purchaser facilities, local Motorola staging facilities, warehousing facilities, or any combination thereof. It is agreed that this plan is acceptable to Purchaser and that Motorola will advise prior to shipment of actual destination and that purchaser will accept shipment, and make payment as required by this Agreement.

D. It is also agreed that equipment shipping dates reflected in this agreement or in Motorola proposals are estimates only, and that shipment may be made at any time prior to, or subsequent to these estimated shipping dates.

Section 5 ACCEPTANCE CRITERIA

A. Motorola will test the Communications System in accordance with the Acceptance Test Plan. System acceptance will occur upon the successful completion of such testing ("System Acceptance") at which time both parties shall promptly execute a certificate of system acceptance. If the Acceptance Test Plan includes separate tests for individual subsystems, both parties shall promptly execute certificates of subsystem acceptance upon the successful completion of testing of such subsystems. Minor omissions or variances in performance which do not materially affect the operation of the Communications System as a whole will not postpone System Acceptance. Purchaser and Motorola will jointly prepare a list of such omissions and variances which Motorola will correct according to an agreed upon schedule.

B. Motorola agrees to notify Purchaser when the Communications System is ready for acceptance testing. Motorola and Purchaser agree to commence acceptance testing within ten (10) business days after receiving such notification. If testing is delayed for reasons within the control of Purchaser or its employees, contractors, agents or consultants for more than ten (10) business days after notification, final payment will be due within thirty (30) days after such notification and the Warranty Period will commence immediately.

C. Motorola may, but is not obligated to, issue written authorization for Purchaser to use the Communications System or its subsystem(s) for limited training or testing purposes, prior to the completion of testing by Motorola. Any use of the Communications System without prior written authorization by Motorola shall constitute System Acceptance.

Section 6 PAYMENT SCHEDULE

A. Provided Purchaser signs and delivers this Agreement to Motorola by September 28, 2010, Motorola agrees to sell all of the equipment and perform the services as outlined in the Scope of Work, and Purchaser agrees to buy the aforementioned equipment and services for the sum of **\$1,199,131.00**, set forth in Exhibit C, including the H-GAC administration fee. The final price may be adjusted by change orders approved pursuant to Statement of Work attached hereto as Exhibit "C".

B. For each of the 2 phases, payments to Motorola shall be made according to the following milestones:

1. 25% of the total phase price is due when we begin Detailed Design Review;
2. 40% of the total phase price will be invoiced immediately after the Equipment is shipped from Motorola's facilities;
3. 25% of the total phase price will be invoiced immediately after the Equipment is installed at the sites specified in the Exhibits; and
4. 10% of the total phase price will be invoiced immediately after System Acceptance.

C. In the event of failure or delay by the Purchaser in providing sites, space, approvals, licenses, or any other Purchaser obligations required preceding delivery of Motorola equipment, it is agreed that Motorola, at its sole discretion, may ship equipment as planned and that the Purchaser will accept the equipment and make payment in accordance with the terms of this Agreement. Any additional costs incurred by Motorola for storage of equipment will be invoiced and paid by Purchaser.

D. Payments to Motorola shall be made as follows:

- (i) Motorola shall immediately forward an invoice for the payment requested in Section 6(B) above to Purchaser.

- (ii) Purchaser shall pay the Motorola invoice within thirty (30) calendar days of receipt.

E. Payment of H-GAC's administrative fee:

Motorola will pay H-GAC in accordance with the payment terms of Contract No. RA01-08.

F. ~~TERM. Unless terminated in accordance with other provisions of this Agreement or~~ extended by mutual agreement of the Parties, the term of this Agreement begins on the date as set forth above and continues until the date of phase 2 Final Project Acceptance or expiration of the Warranty Period for phase 2, whichever occurs last.

Section 7 PROJECT MANAGEMENT

A. If the size or complexity of the project warrants, Motorola will assign a Project Manager, who is authorized to exercise technical direction of this project. Motorola, at any time, may designate a new or alternate Project Manager with written notice to Purchaser and H-GAC.

B. All matters affecting the terms of this Agreement or the administration thereof shall be referred to Motorola's cognizant Contract Administrator who shall have authority to negotiate changes in or amendments to this Agreement.

Section 8 NOTICE ADDRESSES

A. Motorola, Inc.
6450 Sequence Drive
San Diego, Ca 92121
Attn.: Law Department

B. Williamson County (Purchaser)

Project Director for Purchaser:

John Sneed, Sr.
Director of Williamson County Emergency Services
P.O. Box 873
Georgetown, TX 78627-0873

Project Manager for Purchaser:

Patrick Cobb
Williamson County Emergency
Communications Division Director
508 S. Rock Street
Georgetown, Texas 78626
Office: 512-943-1206

Mobile: 512-677-1547
Pager: 512-404-2670
pcobb@wilco.org

C. Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Attn.: Public Services Manager

Section 9 ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

- Exhibit A General Provisions.
- Exhibit B Motorola Software License.
- Exhibit C Motorola's Statements of Work, System Descriptions, System Drawings, Project Schedules, Pricing Summary, and Equipment Lists.
- Exhibit E Above Warranty Services Statements of Work (the Warranty and Maintenance documents) and Service Terms and Conditions
- Exhibit D Motorola/H-GAC Radio Communications Equipment & Systems Agreement dated January 1, 2008.

Section 10 DISPUTES

Motorola and the Purchaser will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by Motorola and the Purchaser within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator, and Motorola and the Purchaser will share the cost of the mediation equally. By mutual agreement, however, Motorola and Purchaser may postpone mediation until both parties have completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure ("ADR").

Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be submitted to a court of competent jurisdiction in Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Both Motorola and Purchaser consent to jurisdiction over it by such a court. The use of any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party.

Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

Section 11 SEVERABILITY

If any portion of this Agreement or any exhibits hereto is held to be invalid, such provision or portion of such provision shall be considered severable, and the remainder of this Agreement shall not be affected.

Section 12 HEADINGS AND SECTION REFERENCES

The headings given to the paragraphs are inserted for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular paragraph to which the heading refers.

Section 13 TERMINATION FOR CONVENIENCE

Purchaser may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Motorola. In the event of such termination, it is understood and agreed that only the amounts due to Motorola for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for County's termination of this Agreement for convenience.

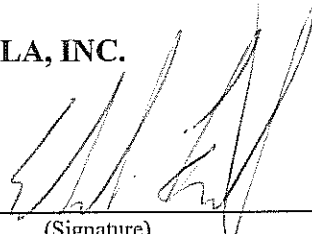
Section 14 FULL AGREEMENT

This Agreement and its Exhibits constitute the final expression of the agreement of the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the work. This Agreement may not be altered, amended, or modified except by written instrument signed by duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last day and year written below.

MOTOROLA, INC.

PURCHASER

By: 
(Signature)

By: _____
(Signature)

Name: Edward Fuerst
(Print - Block Letters)

Name: Dan A. Gattis
(Print - Block Letters)

Title: MSSI Vice President & Director of Sales
Government & Commercial Markets – Americas
(Print - Block Letters)

Title: Williamson County Judge
(Print - Block Letters)

Date: 9/21/2010

Date: _____

**EXHIBIT A
GENERAL PROVISIONS
MOTOROLA, INC.**

Section 1 STANDARDS OF WORK

Motorola agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to professional standards. All packaging and packing shall be in accordance with good commercial practice.

Section 2 TAXES

The prices set forth in the Agreement are exclusive of any amount for Federal, State or Local excise, sales, lease, gross income service, rental, use, property, occupation or similar taxes. If any taxes are determined applicable to this transaction or Motorola is required to pay or bear the burden thereof, the Purchaser agrees to pay to Motorola the amount of such taxes and any interest or penalty thereon no later than thirty (30) days after receipt of an invoice therefor.

Section 3 SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. Destination. Motorola reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments. Title to the equipment shall pass to the Purchaser upon receipt at the F.O.B. Destination. After delivery to the F.O.B. Destination, risk of loss and damage to the articles shall be borne by the Purchaser. The above notwithstanding, title to software and any third party supplied software shall not pass upon payment of the license fee therefor or under any circumstances.

Section 4 CHANGES IN THE WORK

A. The Purchaser may, at any time, by written order, make changes within the general scope of the work, including but not limited to revisions of, or additions to, portions of the work, or changes in method of shipment or packaging and place of delivery.

B. If any order under this Section 4 causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Motorola is not obligated to comply with any order hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and same is reflected as an addendum to this Agreement.

Section 5 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability whether for breach of contract, warranty, negligence, indemnification, strict liability in tort or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ~~IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS~~ OR OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

Section 6 EXCUSABLE DELAYS

A. Neither Motorola nor the Purchaser shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but are not be limited to, acts of God; fire; strikes; material shortages; compliance with laws or regulations; riots; acts of war; or any other conditions beyond the reasonable control of the party or parties.

B. Delays as identified herein may cause an impact on the Period of Performance stated in the Agreement. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 7 DEFAULT

A. If Motorola is wholly responsible for failure to make delivery or complete installation under the Agreement, the Purchaser may consider Motorola to be in default, unless such failure has been caused by the conditions set forth in Section 6 of these General Provisions.

B. The Purchaser shall give Motorola written notice of such default and Motorola shall have thirty (30) days to provide a plan of action to cure the default. If Motorola fails to cure the default, the Purchaser may terminate any unfulfilled portion of this Agreement or complete the system through a third party. In the event the Purchaser completes the system through a third party, Motorola shall be responsible for an amount in excess of the Agreement price, not to exceed the value of the terminated portion, incurred by the Purchaser in completing the system to a capability not exceeding that specified in the Agreement. **IN THE EVENT OF DEFAULT, MOTOROLA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, LIQUIDATED, SPECIAL OR CONSEQUENTIAL DAMAGES.**

Section 8 DELAYS BY PURCHASER

If the Purchaser is responsible for delays which cause the installation and acceptance of this system, to be rescheduled beyond the Period of Performance set forth in the Agreement, the Purchaser shall be liable for actual costs incurred by Motorola resulting from these delays. Such charges may include, but are not limited to, additional Engineering; rescheduling charges; storage charges; maintenance charges; and transportation charges. The Purchaser shall have the option to attempt to minimize actual costs incurred by storing and transporting equipment at its own expense.

Section 9 LICENSES/AUTHORIZATION

The Purchaser is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission and for complying with FCC rules. Neither Motorola nor any of its employees is an agent or representative of the Purchaser in FCC matters or otherwise. Motorola, however, may assist in the preparation of the license application at no charge to the Purchaser. Purchaser acknowledges that project implementation is predicated on receipt of proper FCC licensing.

Section 10 INDEMNIFICATION

MOTOROLA AGREES TO AND HEREBY INDEMNIFIES AND SAVES PURCHASER AND/OR H-GAC HARMLESS FROM ALL LIABILITIES, JUDGMENTS, COSTS, DAMAGES AND EXPENSES WHICH MAY ACCRUE AGAINST, BE CHARGED TO, OR RECOVERED FROM THE PURCHASER AND/OR H-GAC BY REASON OF OR ON ACCOUNT OF DAMAGE TO THE TANGIBLE PROPERTY OF THE PURCHASER OR THE PROPERTY OF, INJURY TO, OR DEATH OF ANY PERSON, TO THE EXTENT AND IN THE PROPORTION THAT SUCH DAMAGE OR INJURY IS CAUSED BY MOTOROLA'S NEGLIGENT ACTS OR OMISSIONS OR THAT OF ITS EMPLOYEES, SUBCONTRACTORS, OR AGENTS WHILE ON THE PREMISES OF THE PURCHASER DURING THE DELIVERY AND INSTALLATION OF THE COMMUNICATIONS EQUIPMENT. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

Section 11 EQUIPMENT COMPATIBILITY; PRODUCT SUPPORT

Motorola agrees that the equipment, will perform in accordance with the specifications and representations stated in Motorola's Proposal and Equipment List included in this Agreement. This Agreement does not extend to the performance of the equipment as a part of a larger system generally nor specifically to equipment in combination with products, elements or components not supplied by Motorola.

Motorola will use commercially reasonable efforts to provide replacement parts for Motorola manufactured subscriber equipment for five (5) years and for Motorola manufactured fixed infrastructure equipment for seven (7) years, both from the date of last manufacture. Motorola reserves the right to supply either assemblies or piece parts.

Section 12 WARRANTIES

A. WARRANTY PERIOD. Upon System Acceptance, the System Functionality representation described below is fulfilled. The Equipment and Motorola Software is warranted for a period of one (1) year after System Acceptance ("Warranty Period") in accordance with the applicable limited warranties shown below. In no event will the warranty period last longer than eighteen (18) months after the Equipment and Software is shipped from Motorola. Purchaser must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties no later than one month after the expiration of the Warranty Period.

B. SYSTEM FUNCTIONALITY. Motorola represents that the Communications System will satisfy the functional requirements in Exhibit C. Upon System Acceptance, this System Functionality representation is fulfilled. After System Acceptance, the Equipment Warranty set forth below and the Software Warranty set forth in the Software License Agreement will apply.

Motorola will not be responsible for performance deficiencies of the System caused by ancillary equipment not furnished by Motorola attached to or used in connection with the System provided hereunder. Additionally, Motorola will not be responsible for System performance when the functionality is reduced for reasons beyond Motorola's control including, but not limited to, i) an earthquake, adverse atmospheric conditions or other natural causes; ii) the construction of a building that adversely affects the microwave path reliability or RF coverage; iii) the addition of additional frequencies at System sites that cause RF interference or intermodulation; iv) Purchaser changes to load usage and/or configuration outside the parameters specified in Exhibit C; v) any other act of parties who are beyond Motorola's control, including Purchaser or its employees, contractors, consultants or agents.

C. EQUIPMENT WARRANTY. Motorola warrants the Equipment against material defects in material and workmanship under normal use and service during the Warranty Period. Unless otherwise specified in writing, the Warranty Period for non-Motorola manufactured Equipment will be as stated in this Section. At no additional charge and at its option, Motorola will either repair the defective Equipment, replace it with the same or equivalent Equipment, or refund the purchase price of the defective Equipment, and such action on the part of Motorola will be the full extent of Motorola's liability hereunder. Repaired or replaced Equipment is warranted for the balance of the original applicable warranty period. All replaced parts of the Equipment shall become the property of Motorola.

THIS WARRANTY DOES NOT APPLY TO

- a) Defects or damage resulting from use of the Equipment in other than its normal and customary manner.
- b) Defects or damage occurring from misuse, accident, water or neglect.

- c) Defects or damage occurring from testing, maintenance, installation, alteration, modification, or adjustment not provided by Motorola pursuant to this Communications System Agreement.
 - d) Breakage of or damage to antennas unless caused directly by defects in material or workmanship.
-
- e) Equipment that has been subjected to unauthorized modifications, disassembly or repairs (including the addition to the Equipment of non-Motorola supplied equipment if not authorized by Motorola) which adversely affect performance of the Equipment or interfere with Motorola's normal warranty inspection and testing of the Equipment to verify any warranty claim.
 - f) Equipment that has had the serial number removed or made illegible.
 - g) Batteries (because they carry their own separate limited warranty).
 - h) Freight costs to the repair depot.
 - i) Equipment that has been subject to illegal or unauthorized alteration of the software/firmware in the Equipment.
 - j) Scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment.
 - k) Software.
 - l) Normal or customary wear and tear.

D. Motorola Software Warranty. Motorola Software is warranted in accordance with the terms of the Software License Agreement attached as Exhibit B.

E. These express limited warranties as set forth in this Section are extended by Motorola to the original end user purchasing or leasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable. These are the complete warranties for the Equipment and Software provided pursuant to this Agreement.

F. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT. IN NO

EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

Section 13 CONFIDENTIAL INFORMATION

Motorola proprietary computer programs will be released in accordance with the Software License provisions set forth elsewhere, if applicable. All other material and information of confidential nature marked Motorola PROPRIETARY and CONFIDENTIAL will be released as necessary under the following conditions:

- (1) Purchaser shall exercise reasonable and prudent measures to keep these items in confidence.
- (2) Purchaser shall not disclose these items to third parties without prior written permission, unless Motorola makes them public or Purchaser learns them rightfully from sources independent of Motorola, or it is required by law to be disclosed.
- (3) Motorola, where necessary, retains the right to prescribe specific security measures for the Purchaser to follow to maintain the confidentiality.

In the event disclosure of such information is necessary, a separate Non-Disclosure Agreement will be required.

Section 14 SOFTWARE LICENSE

A. Motorola Software. Any Motorola Software furnished will be licensed to Purchaser solely according to the terms and restrictions of the Software License Agreement attached as Exhibit B. Purchaser hereby accepts all of the terms and restrictions of the Software License Agreement.

B. Non-Motorola Software. Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sublicense such Non-Motorola Software, in which case the Software License Agreement (including any addendum to satisfy such copyright owner's requirements) shall apply.

Section 15 PATENT INDEMNIFICATION

Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software infringes upon the third party's United States patent or copyright ("Infringement Claim"), and Motorola will indemnify Customer for those costs and damages finally awarded against Customer for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for Customer the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for the Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.

Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Motorola; the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Equipment or Motorola Software; any Equipment that is not Motorola's design or formula; a modification of the Motorola Software by a party other than Motorola; or the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment, Motorola Software, or any of their parts.

Section 16 DISCLAIMER OF PATENT LICENSE

Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license under any patents or patent applications of Motorola, except that Purchaser shall have the normal non-exclusive royalty-free license to use that is implied, or otherwise arises by operation of law, in the sale of a product.

Section 17 WAIVER

Failure or delay on the part of Motorola or Purchaser to exercise right or power hereunder shall not operate as a waiver thereof.

Section 18 VENUE AND GOVERNING LAW

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

Section 19 ASSIGNABILITY

The Agreement may not be assigned by any party hereto other than Motorola may assign this order to one of its Subsidiaries as in the normal course of business.

Section 20 MAINTENANCE SERVICE

During the Warranty Period for the Equipment, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the terms of this Agreement, including the Above Warranty Services Statements of Work (the Warranty and Maintenance documents) and Service Terms and Conditions. Such services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment after the Warranty Period, the description of and pricing for such services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the Parties in writing, the terms and conditions applicable to such maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

Section 21 RELATIONSHIP OF THE PARTIES

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

Section 22 NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Purchaser, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Purchaser

does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Section 23 PURCHASER'S RIGHT TO AUDIT

Motorola agrees that Purchaser or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and ~~the right to examine and photocopy, except for Motorola Confidential and Proprietary~~ Information, such as, but not limited to, cost data, any and all books, documents, papers and records of Motorola which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Motorola agrees that Purchaser shall have access during normal working hours to all necessary Motorola facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Purchaser shall give Motorola reasonable advance notice of intended audits.

Section 24 NON-APPROPRIATION AND FISCAL FUNDING

The obligations of the parties under this Agreement do not constitute a general obligation or indebtedness of either party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Purchaser shall have the right to terminate this Agreement at the end of any Williamson County fiscal year if the governing body of Purchaser does not appropriate sufficient funds as determined by Purchaser's budget for the fiscal year in question. Purchaser may effect such termination by giving written notice of termination at the end of its then-current fiscal year. However, Purchaser represents that sufficient funds have been encumbered for this project.

Section 25 PAYMENT, INTEREST AND LATE PAYMENTS

Purchaser's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Purchaser within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by Purchaser in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Purchaser's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Purchaser shall notify Motorola of the discrepancy. Following Purchaser's notification of any discrepancy as to an invoice, Motorola must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Purchaser shall pay the invoice within thirty (30) days from the date of the Williamson

County Auditor's receipt of the corrected or revised invoice. Purchaser's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

Section 26 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Purchaser, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Purchaser as to whether or not the same are available to the public. It is further understood that Purchaser's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Purchaser, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Purchaser by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

Section 27 INSURANCE

During the term of this Agreement, Motorola agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1.0 Million per occurrence and \$2.0 Million in the aggregate, including coverage on same for independent subcontractor(s). PURCHASER SHALL BE LISTED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$1.0 Million per occurrence and \$2.0 Million in the aggregate. Motorola shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.

Motorola shall not commence any field work under this Agreement until it has obtained all required insurance and such insurance has been approved by Purchaser. Motorola shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by Purchaser shall not relieve or decrease the liability of Motorola hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Motorola shall furnish Purchaser with a certification of coverage issued by the insurer. Motorola shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED DURING THIS AGREEMENT.

It is the intention of the Purchaser, and agreed to and hereby acknowledged by Motorola, that no provision of this Agreement shall be construed to require the Purchaser to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required by this Agreement which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

SECTION 28 DAMAGE TO PROPERTY

Should Motorola or Motorola's agents, employees, contractors or representatives, in the performance of the services hereunder, ever damage property where the services are performed or within areas adjoining such property, whether it be real or personal property, Motorola shall be liable for such damage and shall be obligated to promptly repair the damaged property as close as reasonably practicable to its prior condition.

Exhibit B

Software License Agreement

This Exhibit B, Software License Agreement ("Agreement") is between Motorola, Inc., ("Motorola"), and Williamson County, Texas, a body corporate and politic ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable

prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

13.9 TEXAS PUBLIC INFORMATION. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Licensee, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Licensee as to whether or not the same are available to the public. It is further understood that Licensee's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Licensee, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Licensee by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

Exhibit C

Technical and Implementation Documents

Exhibit D

Motorola/H-GAC Radio Communications Equipment & Systems Agreement

Exhibit E

Service Terms and Conditions

Motorola, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for the additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove that Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses provided that Customer consents, in advance and in writing, to the performance of services involving a helicopter or other unusual access requirements.

Section 7 CUSTOMER CONTACT

Customer's Project Manager, as identified in the System Purchaser Agreement, will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Customer's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Customer within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Customer shall notify

Motorola of the discrepancy. Following Customer's notification of any discrepancy as to an invoice, Motorola must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Customer shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Customer's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services related to a phase under this Agreement will be free of defects in materials and workmanship for a period of one (1) year from the date of Final Acceptance for such phase. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writing unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 INTENTIONALLY DELETED

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. INTENTIONALLY DELETED.

17.7. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

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

17.9 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Purchaser, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Purchaser does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

17.10 Motorola agrees that Purchaser or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Motorola which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Motorola agrees that Purchaser shall have access during normal working hours to all necessary Motorola facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Purchaser shall give Motorola reasonable advance notice of intended audits.

17.11 The obligations of the parties under this Agreement do not constitute a general obligation or indebtedness of either party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Purchaser shall have the right to terminate this Agreement at the end of any Williamson County fiscal year if the governing body of Purchaser does not appropriate sufficient funds as determined by Purchaser's budget for the fiscal year in question. Purchaser may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

award of Specific & Aggregate Stop Loss Insurance RFP# 11WCAP129 Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Kerstin Hancock, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding Proposals received for Specific & Aggregate Stop Loss Insurance to the lowest and best proposal meeting specifications - Fidelity Security Life Insurance Company

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Proposal Tabulation Specific & Agreggate Stop Loss](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Bob Space	09/23/2010 10:39 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	09/24/2010 09:25 AM	APRV
Form Started By: Kerstin Hancock			Started On: 09/21/2010 04:11 PM	
Final Approval Date: 09/24/2010				

WILLIAMSON COUNTY
STOP LOSS COMPARISON

	United Healthcare *	United Healthcare *	United Healthcare *	United Healthcare *
Rating	A	A	A	A
Specific	\$225,000	\$250,000	\$300,000	\$350,000
Contract	12/12	12/12	12/12	12/12
Rate				
Composite (1389)	\$41.35	\$35.86	\$27.33	\$21.70
Employee (584)				
Family (805)				
<i>Lifetime Maximum</i>	Unlimited	Unlimited	Unlimited	Unlimited
Annual Premium - 1 year	\$689,222	\$597,714	\$455,536	\$361,696
	120%	120%	120%	120%
Aggregate Premium	\$9.28	\$9.33	\$9.42	\$9.51
Annual	\$154,679	\$155,512	\$157,013	\$158,513
Monthly Att. Point - EE	\$1,066.77 / \$1,481,744	\$1,011.80 / \$1,405,390	\$1,021.87 / \$1,419,377	\$1,031.94 / \$1,433,365
Monthly Att. Point - FAM				
Annual	\$17,780,922	\$16,864,682	\$17,032,529	\$17,200,376
Total				
Aggregate & Specific	\$843,901	\$753,227	\$612,549	\$520,208

* Proposal includes one (1) laser in the amount of \$500,000

WILLIAMSON COUNTY
STOP LOSS COMPARISON

	ING **	ING **	ING **	ING **
Rating	A	A	A	A
Specific	\$225,000	\$250,000	\$300,000	\$325,000
Contract	15/12	15/12	15/12	15/12
Rate				
Composite (1389)				
Employee (584)	\$18.39	\$17.38	\$12.84	\$10.71
Family (805)	\$46.62	\$43.58	\$31.28	\$25.37
<i>Lifetime Maximum</i>				
Annual Premium - 1 year	\$579,226	\$542,782	\$392,148	\$320,130
	120%	120%	120%	120%
Aggregate Premium	\$5.25	\$5.25	\$5.25	\$5.25
Annual	\$87,507	\$87,507	\$87,507	\$87,507
Monthly Att. Point - EE	\$1,003.44 / \$1,393,778	\$1,008.95 / \$1,401,432	\$1,024.46 / \$1,422,975	\$1,028.14 / \$1,428,086
Monthly Att. Point - FAM				
Annual	\$16,725,338	\$16,817,179	\$17,075,699	\$17,137,038
Total Aggregate & Specific	\$666,733	\$630,289	\$479,655	\$407,637

** In order to utilize this carrier UHC's Administrative Fee would increase \$1.00 pepm or approximately \$16,668 annually.

WILLIAMSON COUNTY
STOP LOSS COMPARISON

	Fidelity Security Life Ins Co **	Fidelity Security Life Ins Co **	Fidelity Security Life Ins Co **	Fidelity Security Life Ins Co **
Rating	A -	A -	A -	A -
Specific	\$225,000	\$250,000	\$300,000	\$350,000
Contract	15/12	15/12	15/12	15/12
Rate				
Composite (1389)	\$34.69	\$30.66	\$24.95	\$20.55
Employee (584)				
Family (805)				
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited
Annual Premium - 1 year	\$578,213	\$511,041	\$415,867	\$342,527
	120%	120%	120%	120%
Aggregate Premium	\$4.82	\$5.02	\$5.02	\$5.02
Annual	\$80,340	\$83,673	\$83,673	\$83,673
Monthly Att. Point - EE				
Monthly Att. Point - FAM	\$979.73 / \$1,360,845	\$981.79 / \$1,363,706	\$984.72 / \$1,367,776	\$986.98 / \$1,370,915
Annual	\$16,330,140	\$16,364,476	\$16,413,313	\$16,450,982
Total Aggregate & Specific	\$658,553	\$594,714	\$499,540	\$426,201

** In order to utilize this carrier UHC's Administrative Fee would increase \$1.00 pepm or approximately \$16,668 annually.

re-award existing annual contracts for FY 2011 Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Kerstin Hancock, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider re-awarding various existing annual contracts for FY 2011 - complete list filed with official minutes

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [list and annual contract renewal letters](#)

Form Routing/Status

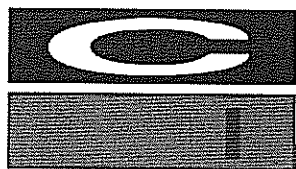
Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Bob Space	09/23/2010 10:51 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	09/24/2010 09:25 AM	APRV
Form Started By: Kerstin Hancock			Started On: 09/22/2010 10:14 AM	
Final Approval Date: 09/24/2010				

FY20101 ANNUAL CONTRACT RE-AWARDS

CONTRACT PERIOD: OCT 1, 2010 TO SEP 30, 2011

	AWARDED VENDORS	
Name of Bid/Proposal	Vendors	Department
Protective Clothing and Equipment	Casco Industries	EMS
Medical Supplies	Philips	EMS
Uniforms	Miller Uniforms	EMS
	GT Distributors	
Mal-Practice Insurance	Extraco	EMS
Billing Services	DM Medical Billings	EMS
Name of Bid/Proposal	Vendors	Department
Electronic Home Monitoring Services	Satellite Tracking of People LLC	Juvenile Services
Uniforms/Clothing	Uniforms Manufacturing Inc.	Juvenile Services
	Bob Barker	
Name of Bid/Proposal	Vendors	Department
Body Armor	GT Distributors	Sheriff's Office/Sheriff's Office Jail
Name of Bid/Proposal	Vendors	Department
Electrical Services	Dial One	Facilities Maintenance
HVAC Services	Aspen Air, Inc	Facilities Maintenance
Landscape Maintenance	Red & White Greenery	Facilities Maintenance
Name of Bid/Proposal	Vendors	
Landscape Services	Heart of Texas	Parks

Name of Bid/Proposal	Vendors	
Fuel Fuel Card Services	Triple S Petroleum Texas Fleet Fuel	Fleet Services
Ford Replacement Parts	Leif Johnson Ford	Fleet Services
Name of Bid/Proposal	Vendors	
Roadsigns and Markers	Safelane Traffic Supply Pathmark Traffic Products Rocal, Inc Custom Products Corp.	Unified Road and Bridge Systems
Roadside Chemicals and Herbicides	BWI Schulenburg CWC Chemical, Inc Crop Production Services Ameriturf DeAngelo Brothers Alligare	Unified Road and Bridge Systems
Corrugated Metal	Contech	Unified Road and Bridge Systems
Road Striping	DIJ Construction	Unified Road and Bridge Systems
Hauling	Georgetown Transportation Statewide Materials Transport, Ltd.	Unified Road and Bridge Systems
Aggregate	Superior Crushed Stone Capitol Aggregates Knife River Killeen Crushed Stone RTI Hot Mix Vulcan Materials Martin Marietta	Unified Road and Bridge Systems
Road Base Materials	RTI Hot Mix Killeen Crushed Stone Central Crushers Texas Crushed Stone Texas Aggregates	Unified Road and Bridge Systems



Casco INDUSTRIES, INC.
Fire Equipment Sales & Service

*Providing Protection for those Who Protect Us
since 1950*

Williamson County Purchasing Department

Attn: Kerstin Hancock

301 SE Inner Loop – Suite 106

Georgetown, TX 78626

RE: Renewal – Protective Clothing and Equipment for Williamson County EMS contract # 10WCA051

Ms. Hancock:

This letter is to inform Williamson County that Casco Industries, Inc wishes to renew our current Protective Clothing and Equipment contract at the same pricing, terms and conditions as the existing contract. There will an up charge of 30 % per pant and per coat for sizes 4x-6x and then another up charge of 60% for sizes 7x and higher.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,

Neil West

Casco Industries, Sales Representative



Philips Healthcare
3000 Minuteman Rd MS-0400
Andover, MA 01810
800-934-7372 telephone
800-947-3299 facsimile

May 17, 2010

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal - Medical Supplies for Williamson County EMS 09WCA021 item #194-234

Ms. Hancock:

This letter is to inform you that Philips Medical Systems wishes to renew its current Medical Supplies contract for the above referenced contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,

A handwritten signature in black ink, appearing to read "Elaine Chambers". The signature is fluid and cursive, with a large initial "E" and a long, sweeping underline.

Elaine Chambers
Director, Order Processing
Philips Healthcare

MILLER UNIFORMS & EMBLEMS INC.
650 CANION ST. AUSTIN, TX 78752
(512) 302-5541 (512)302-5516 FAX
bobmiller@milleruniforms.com

0512-10

Williamson County Purchasing Department

Attn: Kerstin Hancock

301 SE Inner Loop – Suite 106

Georgetown, TX 78626

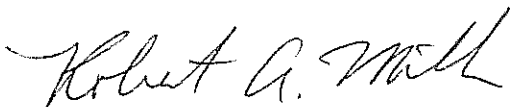
RE: Renewal –Uniforms for Williamson County contract# 10WCA031 – item # 2-4, 6, 8, 9-13, 16, 25, 27-42

Ms. Hancock:

This letter is to inform Williamson County that Miller Uniforms & Emblems, Inc. wishes to renew our current contract for Uniforms for the above-referenced items at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert A. Miller". The signature is fluid and cursive, with the first name "Robert" and last name "Miller" clearly distinguishable.

Robert A. Miller

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal –Uniforms for Williamson County contract# 10WCA031- item # 1, 5, 7, 14, 15, 17-24, 26

Ms. Hancock:

This letter is to inform Williamson County that GT Distributors, Inc. wishes to renew our current contract for Uniforms for the above-referenced items at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,

Jamy Copeland
Uniform Specialist

A handwritten signature in black ink, appearing to read "Jamy Copeland", written in a cursive style.



Insurance
Post Office Box 6101
Temple, TX 76503-6101
254.774.5500
254.774.5536 Fax

May 18, 2010

Williamson County Purchasing Department

Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal – Mal-Practice Insurance for Williamson County EMS 09WCAP10

Ms. Hancock:

This letter is to inform Williamson County that Extraco Insurance wishes to renew our current Insurance contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through 12:01 AM October, 2011.

A handwritten signature in cursive script, appearing to read "Judy Rice".

Sincerely,

A handwritten signature in cursive script, appearing to read "Judy Rice".

Judy Rice CIC
Commercial Lines Insurance Specialist
(254)774-5905
jrice@extracobanks.com



May 12, 2010

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal – Billing Services for Williamson County EMS 10WCAP124

Dear Ms. Hancock:

This letter is to inform Williamson County that DM Medical Billings wishes to renew our current Billing Services contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011. If you need any additional information, please do not hesitate to contact me at 609-481-8742.

Sincerely,


Chuck McSweeney
Director of Business Development

c. Dina Mueller, President



Satellite Tracking of People LLC

May 20, 2010

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

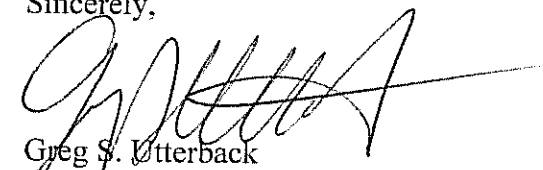
RE: Renewal –Electronic Home Monitoring Services for Williamson County Juvenile
Services 09WCAP113

Ms. Hancock:

This letter is to inform Williamson County that Satellite Tracking of People LLC wishes to renew our current Electronic Home Monitoring Services contract at the same terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,



Greg S. Otterback
Chief Development Officer



June 14, 2010

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

Re: Renewal – Uniforms/Clothing for Williamson County Juvenile Services
Contract #10WCA054 Military uniforms and boots

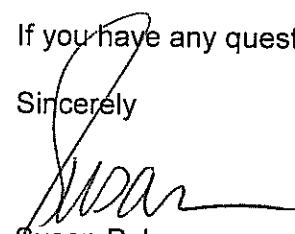
Ms. Hancock

This letter is to inform Williamson County that Uniforms Manufacturing, Inc. wishes
To renew our current Uniforms and Clothing contract at the same pricing, terms and
conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through
September 30, 2011.

If you have any questions, please don't hesitate to contact me.

Sincerely



Susan Polo
General Manager

*PO Box 12716
Scottsdale, AZ 85267-2716
(480) 368-9316 Phone (480) 368-8556 Fax
www.umidirect.com*



134 N Main Street
Fuquay-Varina, NC 27526
(800) 334-9880 phone
(800) 322-7537 fax

June 2, 2010

Kerstin Hancock, Purchasing Specialist
Williamson County Purchasing Department
301 SE Inner Loop, Ste 106
Georgetown, TX 78626

Reference: Renewal of Contract 10WCA054, Uniforms and Clothing

Thank you for the opportunity to extend the above contract. At this time Bob Barker Company would like to extend the contract at the current contract pricing for another year through September 30th, 2011.

Bob Barker Company appreciates your continued business. If you have any questions, you can reach me at 800-235-8586 ext 438 or allisonwilmesmeier@bobbarker.com. We look forward to working with you again in the coming year.

Sincerely,

Allison Wilmesmeier
Pricing Specialist



PO Box 16080, Austin, TX 78761 • Telephone (512) 451-8298 • FAX (512) 453-6149

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal –Body Armor for Williamson County contract# 09WCA060

Ms. Hancock:

This letter is to inform Williamson County that GT Distributors, Inc. wishes to renew our current contract for Body Armor at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,

Preston Wheelless
Bid and Contract Manager
G T Distributors
PO BOX 16080
Austin, TX, 78761
Ph:512-451-8298
Fax:512-453-6149
prestonw@gtdist.com
www.gtdist.com



11812 N. Lamar Blvd
Austin, Texas 78753
(512) 371-0001

TECL No. 19054

May 13, 2010

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal –Electrical Services for Williamson County contract# 10WCA022

Ms. Hancock:

This letter is to inform Williamson County that Dial One Electrical Services wishes to renew our current contract for Electrical Services at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,

A handwritten signature in black ink, appearing to read "Charlie Morris".

Charlie Morris
President



Aspen Air, Inc.

A/C – Heating – Plumbing

Refrigeration & Restaurant Equipment

4515 W. Hwy 190 · Belton, Texas 76513 · Phone: (254)699-6120 · Fax: (254)699-5616
40112 Industrial Park Circle · Georgetown, Texas 78626 · Phone: (512)868-6866 · Fax: (254)868-6947

May 13, 2010

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

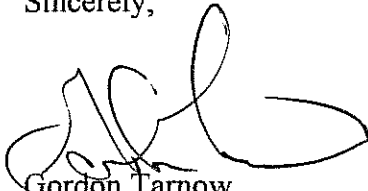
RE: Renewal – HVAC Services to include refrigeration, kitchen equipment and duct cleaning
09WCA001.

Ms. Hancock:

This letter is to inform Williamson County that Aspen Air, Inc. wishes to renew our current HVAC Services contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,



Gordon Tarnow
President
Aspen Air, Inc.

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

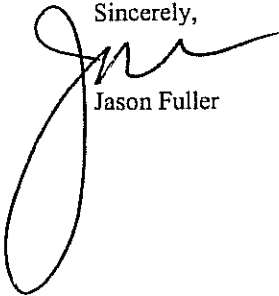
RE: Renewal – Landscape Maintenance for Williamson County 10WCA018

Ms. Hancock:

This letter is to inform Williamson County that Red & White Greenery wishes to renew our current Landscape Maintenance contract at the same terms and conditions as the existing contract. We respectfully request a CPI increase in the amount of 2.3%, or \$3,076.87.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,

A handwritten signature in black ink, appearing to be 'JF' with a large loop at the bottom left.

Jason Fuller



Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal – Parks Landscape Services 09WCA052

Ms. Hancock:

This letter is to inform Williamson County that Heart of Texas Landscape and Irrigation wishes to renew our current Landscape Services contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,

A handwritten signature in black ink, appearing to be "B. J. ...".

Exec. VP/COO

TEXAS FLEET FUEL

May 20, 2010

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal – Fuel Card Services– 09WCA013

Ms. Hancock:

This letter is to inform Williamson County that Texas Fleet Fuel wishes to renew our current contract for Fuel Card Services at the same pricing, terms and conditions as the existing contract for the next fiscal year.

The renewal period will be October 1, 2010 through September 30, 2011.

Sincerely,



Marty Maxwell
VP Sales & Marketing

Triple S PETROLEUM CO.

May 20, 2010

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal – Fuel for Williamson County– 09WCA013

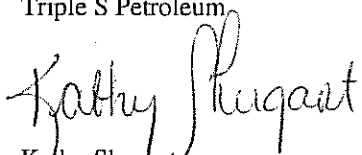
Ms. Hancock:

This letter is to inform Williamson County that Triple S Petroleum Co. wishes to renew our current contract for Fuel at the same pricing, terms and conditions as the existing contract for the next fiscal year.

The renewal period will be October 1, 2010 through September 30, 2011.

Sincerely,

Triple S Petroleum



Kathy Shugart
General Manager

Leif Johnson

REC'D AM11:56 25 MAY'10

Ford

www.buyford.com

5-21-10

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

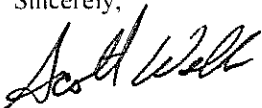
RE: Renewal – OEM Ford Replacement Parts–10WCA040

Ms. Hancock:

This letter is to inform Williamson County that Leif Johnson Ford wishes to renew our current contract for OEM Ford Replacement Parts at the same pricing, terms and conditions as the existing contract for the next fiscal year.

The renewal period will be October 1, 2010 through September 30, 2011.

Sincerely,



Scott Webb
Parts Mgr.
Leif Johnson Ford
(512) 697-0689
swebb@leifjohnsonford.com

701 East 55th Street, Austin, Texas 78751
512.454.9515 • 800.274.3674 • Fax 512.454.1355

5/25/10

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop - Suite 106
Georgetown, TX 78626

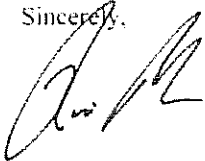
RE: Renewal --Roadsigns and Markers for Williamson County contract# 10WCA028
Primary - item# 13, 14, 15
Secondary - item# 1, 2, 5, 8, 16A, 16B

Ms. Hancock:

This letter is to inform Williamson County that SafeLane Traffic Supply, LLC wishes to renew our current Roadsigns and Markers contract for the above-referenced items at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,



SafeLane Traffic Supply

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal –Roadsigns and Markers for Williamson County contract# 10WCA028
Primary – item# 1, 2, 3, 4, 5, 16A, 16B
Secondary – item# 13, 14, 15, 16D, 16E, 16F

Ms. Hancock:

This letter is to inform Williamson County that Pathmark Traffic Products of Texas, Inc. wishes to renew our current Roadsigns and Markers contract for the above-referenced items at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,

AB
JOSE PEREZ
GENERAL MANAGER



Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal –Roadsigns and Markers for Williamson County contract# 10WCA028
Secondary – item# 6, 7, 10, 11, 12

Ms. Hancock:

This letter is to inform Williamson County that Rocal, Inc. wishes to renew our current Roadsigns and Markers contract for the above-referenced items at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,


Alan Christopher
Rocal, Inc

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

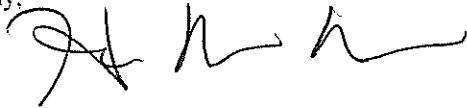
RE: Renewal –Roadsigns and Markers for Williamson County contract# 10WCA028
Primary – item# 16C, 16D, 16E, 16F
Secondary – item# 3, 4, 9

Ms. Hancock:

This letter is to inform Williamson County that Custom Products Corp. wishes to renew our current Roadsigns and Markers contract for the above-referenced items at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,

A handwritten signature in black ink, appearing to be 'J. H. H.', is written over the word 'Sincerely,'.

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

~~RE: Renewal – Roadside Chemicals and Herbicides for Williamson County contract# 10WCA028~~
Primary- item# 1

Ms. Hancock:

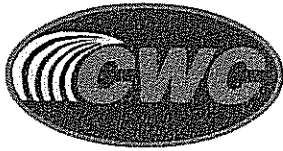
This letter is to inform Williamson County that BWI Schulenburg wishes to renew our current contract for the above-referenced items at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,

Justin Pothhoff
BWI- Schulenburg


6-14-10



CWC CHEMICAL, INC.

Vegetation Management Solutions

Division of CWC Enterprises, Inc.
214 Simmons Drive
Cloverdale, VA 24077
Tel (540) 992-5766 FAX (540) 992-5601
Website: cwc-chemical.com

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

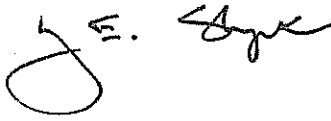
RE: Renewal –Roadside Chemicals and Herbicides for Williamson County contract# 10WCA028
Tertiary – item# 3

Ms. Hancock:

This letter is to inform Williamson County that CWC Chemical, Inc. wishes to renew our current Roadside Chemicals and Herbicides contract for the above-referenced items at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,


Larry E. Sharpe
President

CWC CHEMICAL, INC.
214 SIMMONS DRIVE
CLOVERDALE, VA 24077
(540) 992-5766



Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal –Roadside Chemicals and Herbicides for Williamson County contract# 10WCA028
Primary- item# 2
Secondary – item# 4, 5

Ms. Hancock:

This letter is to inform Williamson County that Crop Production Services wishes to renew our current Roadside Chemicals and Herbicides contract for the above-referenced items at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Standish', is written over a horizontal line.

Mike Standish
Territory Manager
Crop Production Services

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

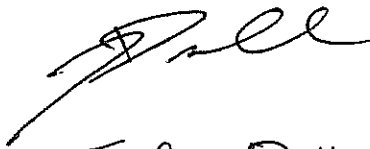
RE: Renewal—Roadside Chemicals and Herbicides for Williamson County contract# 10WCA028
Tertiary – item# 1

Ms. Hancock:

This letter is to inform Williamson County that Ameriturf wishes to renew our current Roadside Chemicals and Herbicides contract for the above-referenced items at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,



Jordan Drall

Purchasing Agent
Ameriturf.

5/14/2010

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

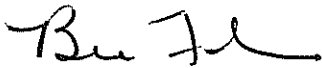
RE: Renewal –Roadside Chemicals and Herbicides for Williamson County contract# 10WCA028
Tertiary – item# 6

Ms. Hancock:

This letter is to inform Williamson County that DeAngelo Brothers, Inc. wishes to renew our current Roadside Chemicals and Herbicides contract for the above-referenced items at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,



Bill Fisher
Chemical Sales Manager
6/21/10



PROTECTING:
RIGHT-OF-WAY
UTILITIES
RAILROAD
RANGE & PASTURELAND
FORESTRY
AQUATIC
INDUSTRIAL

May 15, 2010

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal –Roadside Chemicals and Herbicides for Williamson County contract# 10WCA028
Tertiary – item# 2

Ms. Hancock:

This letter is to inform Williamson County that Alligare, LLC wishes to renew our current Roadside Chemicals and Herbicides contract for the above-referenced items at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,

Elaine Azzarano
Bid Specialist



2201 W. Royal Lane
Suite #170
Irving, TX 75063
972/590-2000
fax 972/590-2039

June 27, 2010

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal – Culverts – Corrugated Metal – 09WCA007- Primary on all items excluding # 4, 60”

Ms. Hancock:

This letter is to inform Williamson County that Contech Construction Products, Inc. wishes to renew our current Culverts - Corrugated Metal contract for the above-referenced items at the same pricing, terms and conditions as the existing contract for the next fiscal year.

The renewal period will be October 1, 2010 through September 30, 2011.

Sincerely,

A handwritten signature in black ink that reads "Jeff Smallwood". The signature is written in a cursive, flowing style.

Jeff Smallwood
Contech Sales Manager

REC'D AM11:57 25 MAY'10

D.I.J. Construction, Inc.

P.O. Box 1609 2332 CR 252 BERTRAM, TX 78605

OFFICE: (512) 355-2766

FAX: (512) 355-2392

May 17, 2010

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop-Suite 106
Georgetown, Texas 78626

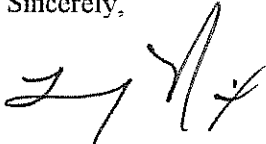
Re: Renewal-Road Striping for Williamson County contract# 10WCA029

Ms. Hancock:

This letter is to inform Williamson County that DIJ Construction, Inc. wishes to renew our current contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,

A handwritten signature in black ink, appearing to read 'Terry Nix', with a stylized flourish at the end.

Terry Nix
Vice President

RECD AM11:57 25 MAY'10

D.I.J. Construction, Inc.

P.O. Box 1609 2332 CR 252 BERTRAM, TX 78605

OFFICE: (512) 355-2766

FAX: (512) 355-2392

May 20, 2010

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop, Ste. 106
Georgetown, Texas 78626

Re: Road Striping 10WCA029

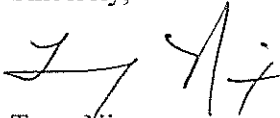
Ms. Hancock,

This letter is requesting a price adjustment to our current Williamson County Contract, Road Striping-10WCA029.

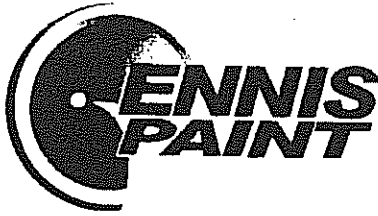
I have enclosed a copy of a letter we recently received from Ennis Traffic Safety Solutions, our material supplier. Starting May 24, 2010, our material we be going up \$120.00 per ton, for thermoplastic and .80 cents per gallon for paint. This is a material cost increase of 14%, which equates to .015 cents per lf of 4" stripe. Due to the drastic increase in material cost that we are fixing to endure, we are requesting a 7% increase to our existing prices. I have also enclosed our current pricing list from Ennis, that we are using until May 24, 2010.

We appreciate your time and look forward to continuing our working relationship.

Sincerely,



Terry Nix
Vice President



Ennis Paint Inc.
P.O. Box 671185
Dallas, TX 75267-1185
Phone: (214) 874-7200
Fax: (972) 878-0685

INVOICE

Invoice No. I0162521
Date 12/17/2009
Order No. 000143403
Shipper ID S00154947
Order Type Ennis Paint
Customer ID DIJCON

BILL TO:	SHIP TO:
D I J Construction Inc P.O. Box 1609 Bertram, TX 78605	Clifton DIJ Construction Inc SH 21 & SP 35 East of SAn Augustine, TX 78605

PAGE 1

F.O.B. POINT		SHIP VIA		B/L#		CUSTOMER P.O. NO.	
Prepaid destination		TRUCK		TX16793		091216-1	
ORDER DATE		TERMS		SALES PERSON		SITE	CONTRACT NUMBER
12/16/2009		12%/30, 10%/60, NET 61		Gary Paul		TX	
PART NUMBER		QTY ORDERED	UNITS	QTY SHIPPED	PRICE	DISC %	EXT. PRICE
885200-TX TK-WH-AK-HIGH BUILD RIBBON/SPRAY Lot Nos: TTP911W735		26,000.0	POUND	26,000	0.4744	0.00	12,334.40
885201-TX TK-YE-AK-HIGH BUILD RIBBON/SPRAY Lot Nos: TTP912Y748		22,000.0	POUND	22,000	0.4971	0.00	10,936.20

W = 948.80

Y = 994.20

PAID: _____
DATE: _____
CHECK #: _____
AMOUNT: _____

Note: * For remittance by credit card a 3% transaction fee will be assessed OR the applicable discount will be reduced by 3%.
* Discounts do not apply to Freight and other Miscellaneous Charges

Sales Total	23,270.60
Freight	0.00
Other Charges	0.00
Total Sales Tax	0.00
	23,270.60
Less Paid Amount	0.00
TOTAL	23,270.60 USD



Date: 3/3/2010

Prepared For:

DIJ Construction Inc
P.O. Box 1609
Bertram, TX 78605
USA

Phone: (512) 355-2766
Fax: (512) 355-2392

Price List	
Salesperson:	Gary Paul
Phone:	(214) 399-3652
Inside Sales:	Kara Griffin
Email:	kara@ennispaint.com
Phone:	(214) 874-7230
Fax:	(800) 555-0217

Inv#ID	Description	UOM	List Price	60 Day Price	30 Day Price	30 DAY
885200-TX	TK-WH-AK-HIGH BUILD RIBBON/SPRAY	POUND	\$0.4830	\$0.4347	\$0.4250	#850/ton
885201-TX	TK-YE-AK-HIGH BUILD RIBBON/SPRAY	POUND	\$0.4886	\$0.4397	\$0.4300	#860/ton
984301-TXN-275P	TXW-40-M-1-TX-WB	GALLON	\$11.0100	\$9.9090	\$9.6888	9.69/gal
984302-TXN-275P	TXY-40-M-1-TX-WB	GALLON	\$11.3000	\$10.1700	\$9.9440	9.95/gal

Terms & Conditions of Sale

12% 30 days, 10% 60 days, NET 61 - from date of invoice. Quoted prices reflect these discounts

** Check must be postmarked on or before the 30th or 60th calendar day from date of invoice for discounted prices to be honored.

Account balance must be current for discounts to be honored.

If payment is made by credit card applicable discounts are: 9% 30 days, 7% 60 days, 61 days* Freight charges are NET and not subject to discount.

*If payment is made by credit card @61 days then 3% fee applies.

Prices based on truck load quantities of 44000 lbs. Any shipments less than 44000 lbs. are subject to additional freight charges.

Prices exclude any applicable taxes

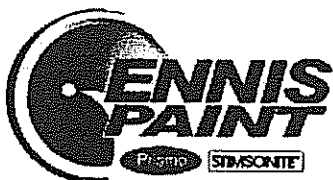
We at Ennis Paint would like to thank you for this opportunity and look forward to working with you.

If we can be of service in any way, please do not hesitate to call your Customer Service Representative.

We at Ennis Paint would like to thank you for this opportunity and look forward to working with you.

If we can be of service in any way, please do not hesitate to call your Customer Service Representative.

Accepted By



3-3-2010 - Price List

Date: 3/3/2010

Prepared For:

DIJ Construction Inc
P.O. Box 1609
Bertram, TX 78605
USA

Price List	
Salesperson:	Gary Paul
Phone:	(214) 399-3652
Inside Sales:	Kara Griffin
Email:	kara@ennispaint.com
Phone:	(214) 874-7230
Fax:	(800) 555-0217

Phone: (512) 355-2766

Fax: (512) 355-2392

Inv#ID	Description	UOM	List Price	60 Day Price	30 Day Price
885200-TX	TK-WH-AK-HIGH BUILD RIBBON/SPRAY	POUND	\$0.4830	\$0.4347	\$0.4250
885201-TX	TK-YE-AK-HIGH BUILD RIBBON/SPRAY	POUND	\$0.4886	\$0.4397	\$0.4300
984301-TXN-275P	TXW-40-M-1-TX-WB	GALLON	\$11.0100	\$9.9090	\$9.6888
984302-TXN-275P	TXY-40-M-1-TX-WB	GALLON	\$11.3000	\$10.1700	\$9.9440

Terms & Conditions of Sale

12% 30 days, 10% 60 days, NET 61 - from date of invoice. Quoted prices reflect these discounts

** Check must be postmarked on or before the 30th or 60th calendar day from date of invoice for discounted prices to be honored.

Account balance must be current for discounts to be honored.

If payment is made by credit card applicable discounts are: 9% 30 days, 7% 60 days, 5% 61 days* Freight charges are NET and not subject to discount.

*If payment is made by credit card @61 days then 3% fee applies.

Prices based on truck load quantities of 44000 lbs. Any shipments less than 44000 lbs. are subject to additional freight charges.

Prices exclude any applicable taxes

We at Ennis Paint would like to thank you for this opportunity and look forward to working with you.

If we can be of service in any way, please do not hesitate to call your Customer Service Representative.

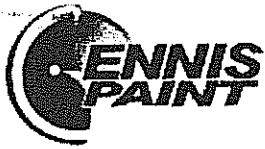
We at Ennis Paint would like to thank you for this opportunity and look forward to working with you.

If we can be of service in any way, please do not hesitate to call your Customer Service Representative.

W = \$966

Y = \$977.20

Accepted By



Quote Number: 3986

Salesperson: Gary Paul
Phone: (214) 399-3652
Inside Sales: Kara Griffin
E-Mail: kara@ennispaint.net
Phone: (214) 874-7200
Fax: (800) 555-0217

3-31-2009
Price List

Date: 3/31/2009

Customer ID DIJCON

Bill To: DIJ Construction Inc
P.O. Box 1609
Bertram, TX 78605

Ship To:

DIJ Construction Inc
2332 COUNTY ROAD 252
Bertram, TX 78605

Phone: (512) 355-2766
Fax: (512) 355-2392

We propose to supply the following specified pavement marking products:

Part No.	Color	Description	Unit	List Price	60 Day Price	30 Day Price
884570-tn		TX Spec Alkyd Spray W	Ton	\$926.14	\$831.63	\$815.00
885168-tn		TX Spec Alkyd Spray Y	Ton	\$971.59	\$872.45	\$855.00

Shipping: FOB Destination

Notes:

2nd Qtr Purchase Price

Terms & Conditions of Sale

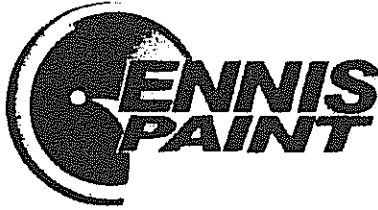
12% 30 days, 10% 60 days, NET 61 - from date of invoice. Quoted prices reflect these discounts

** Check must be postmarked on or before the 30th or 60th calendar day from date of invoice for discounted prices to be honored.
Account balance must be current for discounts to be honored.

If payment is made by credit card applicable discounts are: 9% 30 days, 7% 60 days, NET 61 days Freight charges are NET and not subject to discount.
Prices based on truck load quantities of 44000 lbs. Any shipments less than 44000 lbs. are subject to additional freight charges.
Prices exclude any applicable taxes

We at Ennis Paint would like to thank you for this opportunity and look forward to working with you.
If we can be of service in any way, please do not hesitate to call your Customer Service Representative.

Submitted By: Kara Griffin



Ennis Paint Inc.
P.O. Box 671185
Dallas, TX 75267-1185
Phone: (214) 874-7200
Fax: (972) 878-0685

INVOICE

Invoice No. 10168382
Date 5/3/2010
Order No. 000148927
Shipper ID S00160179
Order Type Ennis Paint
Customer ID DIJCON

BILL TO:	SHIP TO:
D I J Construction Inc P.O. Box 1609 Bertram, TX 78605	DIJ Construction Bruce 830-798-8435 FM 775 & IH 10 West of ... Seguin, TX 78155

PAGE 1

F.O.B. POINT		SHIP VIA	B/L#	CUSTOMER P.O. NO		
Prepaid destination		TL	1004231	100430-1		
ORDER DATE		TERMS	SALES PERSON	SITE	CONTRACT NUMBER	
4/30/2010		12%/30, 10%/60, NET 61	Gary Paul	TX		
PART NUMBER	QTY ORDERED	UNITS	QTY SHIPPED	PRICE	DISC %	EXT. PRICE
885200-TX TK-WH-AK-HIGH BUILD RIBBON/SPRAY Lot Nos: TTP004W443	16,000.0 16,000.0	POUND	16,000	0.4830	0.00	7,728.00
885201-TX TK-YE-AK-HIGH BUILD RIBBON/SPRAY Lot Nos: TTP004Y387	32,000.0 32,000.0	POUND	32,000	0.4886	0.00	15,635.20

W = 966.00
Y = 977.20

PAID: _____
DATE: _____
CHECK #: _____
AMOUNT: _____

Note: * For remittance by credit card a 3% transaction fee will be assessed OR the applicable discount will be reduced by 3%.
* Discounts do not apply to Freight and other Miscellaneous Charges

Sales Total	23,363.20
Freight	0.00
Other Charges	0.00
Total Sales Tax	0.00
	23,363.20
Less Paid Amount	0.00
TOTAL	23,363.20 USD

(most current pricing)
6-29-2010



Price List	
Salesperson:	Gary Paul
Phone:	(214) 399-3652
Inside Sales:	Kara Griffin
Email:	kara@ennistraffic.com
Phone:	(214) 874-7230
Fax:	(800) 555-0217

Date: 6/29/2010

Prepared For:

DIJ Construction Inc
P.O. Box 1609
Bertram, TX 78605
Phone: (512) 355-2766
Fax: (512) 355-2392

Inv#ID	Description	UOM	List Price	60 Day Price	30 Day Price
806132-TX	C80 Ay-2way Yellow	EACH	\$0.63	\$0.57	\$0.55
806136-TX	C80 Bw-1way White	EACH	\$0.63	\$0.57	\$0.55
806137-TX	C80 By-1way Yellow	EACH	\$0.63	\$0.57	\$0.55
806141-TX	C80 Erw-2way Red/Whit	EACH	\$0.63	\$0.57	\$0.55
885200-TX	TK-WH-AK-HIGH BUILD RIBBON/SPRAY	TON	\$1,093.18	\$983.86	\$962.00
885201-TX	TK-YE-AK-HIGH BUILD RIBBON/SPRAY	TON	\$1,059.09	\$953.18	\$932.00
984301-TXN-PMD-0275	TXW-40-M-1-TX-WB	GALLON	\$11.92	\$10.73	\$10.49
984302-TXN-PMD-0275	TXY-40-M-1-TX-WB	GALLON	\$12.20	\$10.98	\$10.74
985301-TXN-5P	EPW-21-M-1 WATERBORNE PAINT	GALLON	\$10.52	\$9.47	\$9.26
985301-TXN-55RL	EPW-21-M-1 WATERBORNE PAINT	GALLON	\$10.22	\$9.20	\$8.99
985302-TXN-5P	EPY-21-M-1 WATERBORNE PAINT	GALLON	\$10.59	\$9.53	\$9.32
985302-TXN-55RL	EPY-21-M-1 WATERBORNE PAINT	GALLON	\$10.47	\$9.42	\$9.21
985203-TXN-5P	EPBK-21-M-1 WATERBORNE PAINT	GALLON	\$11.00	\$9.90	\$9.68
985204-TXN-5P	EPR-21-M-1 WATERBORNE PAINT	GALLON	\$12.90	\$11.61	\$11.35
985205-TXN-5P	EPBL-21-M-1 WATERBORNE PAINT	GALLON	\$11.47	\$10.32	\$10.09
886433-TX	TX-HY-X-W-5 THERMOPLASTIC	TON	\$1,269.32	\$1,142.39	\$1,117.00
886434-TX	TX-HY-X-Y-5 THERMOPLASTIC	TON	\$1,297.73	\$1,167.96	\$1,142.00

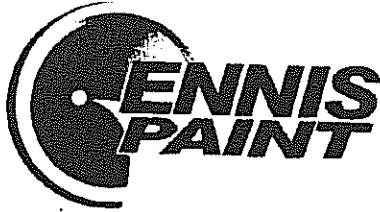
Terms & Conditions of Sale

12% 30 days, 10% 60 days, NET 61 - from date of invoice. Quoted prices reflect these discounts.
** Check must be postmarked on or before the 30th or 60th calendar day from date of invoice for discounted prices to be honored.
Account balance must be current for discounts to be honored.
If payment is made by credit card applicable discounts are: 5% 30 days, 7% 60 days, 61 days* Freight charges are NET and not subject to discount.
*If payment is made by credit card @61 days then 3% fee applies.
Prices based on truck load quantities of 44000 lbs. Any shipments less than 44000 lbs. are subject to additional freight charges.
Prices exclude any applicable taxes. Pricing subject to change without notice.

We at Ennis Paint would like to thank you for this opportunity and look forward to working with you.
If we can be of service in any way, please do not hesitate to call your Customer Service Representative.

Effective 7-6-10

Accepted By



Ennis Paint Inc.
P.O. Box 671185
Dallas, TX 75267-1185
Phone: (214) 874-7200
Fax: (972) 878-0685

INVOICE

Invoice No. 10172972
Date 8/29/2010
Order No. 000154902
Shipper ID S00165219
Order Type Ennis Paint
Customer ID DIJCON

BILL TO:	SHIP TO:
DIJ Construction Inc P.O. Box 1609 Bertram, TX 78605	WILTON, 512-355-2788 DIJ Construction Inc 2332 COUNTY ROAD 252 Bertram, TX 78605

PAGE 1

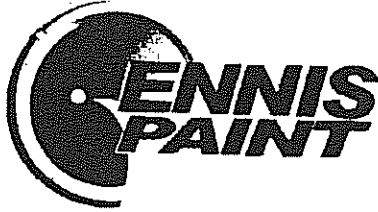
F.O.B. POINT		SHIP VIA	B/L#	CUSTOMER P.O. NO		
Prepaid destination		TL	1008378	100618-1		
ORDER DATE		TERMS	SALES PERSON	SITE	CONTRACT NUMBER	
6/29/2010		12%/30, 10%/60, NET 61	Gary Paul	TX		
PART NUMBER	QTY ORDERED	UNITS	QTY SHIPPED	PRICE	DISC %	EXT. PRICE
885200-TX	24.0	TON	24	1,068.1800	0.00	25,636.32
TK-WH-AK-HIGH BUILD RIBBON/SPRAY						
Lot Nos: TTP006W730						
	24.0					

White Thermo -

Note: * For remittance by credit card a 3% transaction fee will be assessed

* Discounts do not apply to Freight and other Miscellaneous Charges

Sales Total	25,636.32
Freight	0.00
Other Charges	0.00
Total Sales Tax	0.00
	25,636.32
Less Paid Amount	0.00
TOTAL	25,636.32 USD



Ennis Paint Inc.
P.O. Box 671185
Dallas, TX 75267-1185
Phone: (214) 874-7200
Fax: (972) 878-0685

INVOICE

Invoice No.	I0173435
Date	7/6/2010
Order No.	Q00155234
Shipper ID	S00185686
Order Type	Ennis Paint
Customer ID	DIJCON

BILL TO:	SHIP TO:
DIJ Construction Inc P.O. Box 1609 Bertram, TX 78605	WILTON, 512-355-2768 DIJ Construction Inc 2332 COUNTY ROAD 252 Bertram, TX 78605

PAGE 1

F.O.B. POINT		SHIP VIA	B/L#	CUSTOMER P.O. NO.	
Prepaid destination		TL	1008724	100506-4	
ORDER DATE	TERMS	SALES PERSON	SITE	CONTRACT NUMBER	
7/2/2010	12%/30, 10%/60, NET 61	Gary Paul	TX		
PART NUMBER	QTY ORDERED	UNITS	QTY SHIPPED	PRICE	EXT. PRICE
885201-TX	24.0	TON	24	1,059.0900	25,418.16
TK-YE-AK-HIGH BUILD RIBBON/SPRAY					
Lot Nos: TTP007Y786 24.0					

6666-0501

Yellow Thermo -

7-6-10

Note: * For remittance by credit card a 3% transaction fee will be assessed

* Discounts do not apply to Freight and other Miscellaneous Charges

Sales Total	25,418.16
Freight	0.00
Other Charges	0.00
Total Sales Tax	0.00
	25,418.16
Less Paid Amount	0.00

TOTAL 25,418.16 USD



April 23, 2010

Dear Valued Customer,

We have weathered a lot of storms together over the years and there are several striping seasons from years past that we would all rather forget. The 2008 season, with all of its pricing turmoil and \$147 per barrel oil, seems like just yesterday. Last year was a relatively calm year with some relative pricing stability.

This 2010 season has presented nothing but challenges for us and it's only April. We haven't even hit the heat of the summer when we usually expect the challenges to come. Our industry is facing a number of challenges that are undeniable and offer no short term relief. There are four primary drivers we are managing on a daily basis and each involves costs that are spirally upward, as well as supply that is unpredictable and inadequate. To help keep order I've chosen to speak to each separately.

Acrylic Resin – This is the backbone for all waterborne traffic paint. Given the headaches of 2008 the two suppliers of acrylic resins for traffic paint instituted price indexes to managing the month to month volatility. There are a handful of key raw materials used in producing these acrylic resins. Propylene and acrylic monomers are two components that have gone drastically wrong over the last several months. Propylene has climbed over 80% in the last 6 months. Dow Chemical, supplier of monomers to both businesses that produce traffic acrylic resins, has had significant outages in the production due to unforeseen shortfalls. Force majeure has been declared in the monomers industry.

The effect of radical price escalation of propylene and monomers paired with the short supply on monomers has driven acrylic traffic paint resins back to the highest levels we saw in August of 2008 when crude oil hit its peak. On top of the rapid run up in pricing we are all currently on sales control on the amount of acrylic resin we as paint manufacturers can source. Supply here over the last few weeks has been unpredictable and currently scheduled deliveries are being delayed due to availability of product. Our hope is that supply will stabilize here over the next number of months but the higher pricing is sure to stay through this 2010 season.

Rosin Esters – Rosin esters are the primary resin system used in "alkyd-based" thermoplastic. China has traditionally been a significant exporter of rosin ester into the U.S. This year Asian demand and a poor rosin crop in Asia have driven rosin pricing to an historic high. U.S. rosin manufacturers are extremely tight in supply due to a shift in the adhesives market from petroleum based chemistry to rosin-based. There has also been some domestic rosin production that has been taken off line due to a lack of return on investment. The trouble our industry faces is that rosin ester prices for road marking are the lowest price of all industries this material is supplied into. Once demand increases and supply tightens we as thermoplastic manufacturers are the hardest hit. Supply on rosin esters is limited and it is a monumental effort in getting the materials we need on a week to week and month to month basis. Cost increases in these rosin esters have been known since late 2009 and were a key driver in our previously announced price increase coming into 2010.

Liquid Epoxy Resin- There has been severe shortages in feedstock for epoxy resin production causing sales allocation across all epoxy industries and price increases in the neighborhood of 30+%. Dow Chemical is the primary supplier of epoxy resins and the Asian sources have been pushed by their own domestic demand. Current domestic supply of epoxy resin is on 60% sales allocation meaning that even if you have a contract with a supplier you are receiving just over half of the stated volume.

TiO2- As many of you know TiO2 is the white pigment used in all of our white products so it affects traffic paint, thermoplastic, epoxy, and a multitude of other chemistries we produce. The TiO2 industry has struggled for years and it is closely controlled by a limited number of manufacturers. As the economic recession hit TiO2 productive capacity was taken out of the system. The Asian market is now demanding significant quantities of product and substantial volumes of TiO2 are being exported by U.S. manufacturers to Asia. Growth in TiO2 demand here in 2010 has been in the range of 5% domestically, but the increased demand in Asia coupled with the lowered capacity of market has caused significant shortfalls in supply.

TiO2 pricing for roadmarking companies has again been the lowest in the industry and with this tightening our industry is the hardest hit. We are facing unprecedented increases in price as well and unprecedented tightness in supply. This supply constraint affects nearly every white product we sell.

We have taken the time to go into some level of detail on each of these drivers to help you to understand that there are concrete issues regarding costs and supply into our industry. Ennis has a large footprint in the chemical industry and a clearer view of how far-reaching these challenges are. At this point we are under allocation for a number of these key raw materials and as a result we must be diligent in the allocation of finished product. Not only have we seen historic increases in the cost of chemicals and tightness in supply, but there has been some erosion in market price for our products. Pricing erosion has been driven without an understanding of the turmoil that we've seen on the horizon for the last number of months. These are circumstances that we can't continue to try to absorb. Ennis is announcing the following increases effective May 24, 2010 across the board to all customers.

Traffic Paint: \$.80/gal

Thermoplastic: \$120/ton

Epoxy Based Products (HPS-2, 3, 4, & 5): \$2.10/gal

We worked in earnest to manage these volatile costs in hopes that market conditions would improve, but week by week these conditions are continuing to worsen. In order to continue to supply you with industry leading quality, supply, and service we must implement these price adjustments.

We will be allocating shipments in a manner that will allow us to service as many committed customers as possible. With current market conditions we are unable to ship any one account more than historical monthly quantities and based on the future week to week conditions, it could be less.

Should you have questions, as I suspect you will, I would encourage you to speak with any one of the members of our sales team. We are in the process of organizing one or more conference calls led by Bryce and myself that will allow us to walk you through these market dynamics and explain in a more personal manner. Your respective sales person will be following up with details of these calls so that you may dial in. Please understand that we truly appreciate your business and we will work to do everything we can to stabilize this pricing back to a level that is more manageable. We understand the hardship this places on your business, but we are committing to working with you through this difficult time.

Sincerely,

A handwritten signature in black ink, appearing to read "John Anderson", with a stylized, flowing script.

John Anderson
Global Director



June 21, 2010

Dear Valued Customer:

Effective July 6, 2010, Ennis Traffic Safety Solutions will increase the price on all thermoplastic products by a total of \$25.00 per ton. The reason for this increase is the continued run up in the price of resin due to shortness in the market, coupled with high demand.

We have worked vigorously to manage these costs, but are forced to pass along a portion to ensure our ability to provide high quality product and service. We realize the impact this has on your business and will continue to work to mitigate any future increases.

We thank you for your continued support. If you should have any further questions, please contact your Regional Sales Manager.

Sincerely;

A handwritten signature in cursive script that reads "Jeff Low".

Jeff Low
National Sales Director

5910 N. Central Expressway
Dallas, Texas 75206



[Comments 8](#) | [Recommend](#)  0

Texas road restriping must wait until paint shortage is resolved

12:15 AM CDT on Tuesday, May 25, 2010

By **MICHAEL A. LINDENBERGER** / The Dallas Morning News

It takes a lot of paint to keep the lines drawn on Texas highways – more, it turns out, than is likely to be available this summer.

A shortage of an obscure chemical compound that gives highway paint its reflective glow will make drawing the familiar white and yellow lines down the center of highways and along their shoulders hard to do.

Under normal circumstances, Texas would use enough paint this summer to draw 171 million feet of the 4-inch-wide stripes on highways and other roads maintained by the Texas Department of Transportation.

But department spokesman Chris Lippincott said it has stopped redrawing the fading stripes on existing roads for now, with the shortage of methyl methacrylate, a thick resin-like material.

Construction zones will be fitted with reflective tape or other markers to alert drivers to the presence of work crews, he said.

Construction of new roads won't be halted, said Lippincott, but the paint shortage may delay some of the striping necessary for those roads, and on existing roads that have been resealed.

Temporary markings – and "no center stripe" signs – will be used to alert drivers if the stripes have not been painted, he said.

The striping schedule should be back to normal by later this year, he said.

"The material manufacturers have notified TxDOT that there will be delays in meeting our striping needs," he said. "They believe that this will be a short-term problem and that they will 'catch up' to our demand over the summer."



FORECAST
RADAR



79° F

National road paint shortage felt here as road construction season starts

- Story
- Discussion

Font Size:
Default font size
Larger font size

By GEORGE HESSELBERG | ghesselberg@madison.com | 608-252-6140 | Posted: Tuesday, May 25, 2010 5:47 pm | (3) Comments

- 3 retweet
- Recommend Be the first of your friends to recommend this.
-

The rules of the road may be fainter this year.

The Associated General Contractors of America has been warning officials nationwide of a "growing shortage" of highway paint and possible price increases.

Wisconsin is already starting to feel the effects of the shortage. Thomas Notbohm, a state Department of Transportation engineer who manages the paint supply, said Tuesday there may not be enough paint for projects where lanes have to be shifted and new, temporary lines need to be painted.

"Some of our orders that might have taken a couple of weeks to fill before, are out there to 30 to 90 days, and that pretty much puts us in late summer, the latter part of the painting season," Notbohm said. If time presses, and prices increase, "we may have to prioritize which markings get done first."

The state buys 200,000 gallons of paint annually to put white and yellow stripes and dashes along 60 million lineal feet of roadway, Notbohm said, and this does not include new construction.

Highway paint gets harsher treatment and has a shorter lifespan in the northern states, where sand on winter roads has a scouring effect on the product.

Officials are still trying to figure out what the shortage may mean for state road projects.

"We are trying to gather more information, to see how it might impact us," said David Vieth, highway operations chief for the DOT. "We have seen some notifications from vendors about the problems they are having on the supply side."

The shortage is more in the yellow paint than in the white paint, he said.

The AGC trade group announced Monday that "we have been meeting ... to make sure the shortages do not cause

delays in needed highway construction projects." The group's warnings came out a week ago.

Dow Chemical experienced plant breakdowns in April and May that led to a scarcity of important paint chemicals, the AGC said. Titanium dioxide, widely used as a whitener for paint and other products, and rosin esters, the primary resin system used in alkyd-based thermoplastic, have been in short supply. Suppliers have announced price increases.

It's true, DOT officials said, that projects are not finished and a road is not opened for traffic until the pavement markings are down.

Notbohm said an alternative paint with raw materials slightly different and accessible might be available, though it may not necessarily be on the list of paints currently meeting high construction standards.

"Traditionally, the paint will last a year or less," he said. A longer-lasting, more expensive epoxy paint is also an alternative.

Vieth said officials are trying to keep news of shortage in context.

"These sorts of little supply problems come up pretty regularly, you never know what the next product will be, steel, asphalt, salt."

Posted in Local on *Tuesday, May 25, 2010 5:47 pm* Updated: 6:02 pm. Road Construction, Highway Construction, Paint, Road Paint

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Add or View Comment

Login to post your comment. If you don't have an account, you may register for one.



Price comparison Road Striping			old pricing		new pricing	
Item #	Description	UNIT	Paint Unit Price	Thermo-Plastic Unit Price	Paint Unit Price	Thermo-Plastic Unit Price
1	4"Center Line and Edge	linear foot	0.12	0.235	0.13	0.26
2	Arrows - Straight; left, right	each	35	80	37.45	85.6
3	Stop Stripes, Hash Marks, All Hand Work	square foot	1.55	2.35	1.66	2.51
4	8"stripes	linear foot	0.26	0.55	0.28	0.59
5	New Striping, include layout	linear foot	0.145	0.28	0.16	0.30
6	Re-striping	linear foot	0.12	0.235	0.13	0.26
7	Rail Road Crossing	set	155	285	165.85	304.95
8	Handicap Parking Emblem	each	75	145	80.25	155.15
9	Retro-Reflective Pavement Markers	each	3.1	3.1	3.32	3.32
10	Non-Reflective Pavement Markers	each	1.35	1.35	1.44	1.44

Williamson County Purchasing Department
Attn: Kerstin Hancock
~~301 SE Inner Loop - Suite 106~~
Georgetown, TX 78626

RE: Renewal -Hauling for Williamson County contract# 10WCA014
Primary vendor

Ms. Hancock:

This letter is to inform Williamson County that Georgetown Transportation, Intl. wishes to renew our current contract with the agreed upon 2.3% CPI increase. All other terms and conditions of the contract shall remain the same as the existing contract. A copy of the revised price sheet reflecting the CPI increase has been included for your records.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,

Terry Tilley

A handwritten signature in black ink, appearing to read 'Terry Tilley', with a large, stylized loop at the end.

GEORGETOWN TRANSPORTATION, INTL.

ORIGINAL
2.3% CPI INCREASE INCLUDED

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Hauling – Contract 10WCA014

October 1, 2010– September 30, 2011 YEARLY BID

Item #	Description	Unit	Price
1	Haul 0.0 to 5.5 miles	Ton Miles	\$1.53/ton
	Haul 5.6 to 10 miles	Ton Miles	\$2.04/ton
2	Haul Liquid Asphalt	Hourly Trailers	\$76.73/HOUR
	Haul Liquid Asphalt	Hourly Tandems	\$46.04/HOUR
Item #1 Schedule	Mileage Chart showing Prices for 10 plus miles	Ton Miles	
11 miles	\$210/ton	33 miles	\$4.90/ton
12 miles	\$2.17/ton	34 miles	\$5.02/ton
13 miles	\$2.25/ton	35 miles	\$5.16/ton
14 miles	\$2.33/ton	36 miles	\$5.53/ton
15 miles	\$2.46/ton	37 miles	\$5.71/ton
16 miles	\$2.66/ton	38 miles	\$5.84/ton
17 miles	\$2.73/ton	39 miles	\$5.94/ton
18 miles	\$2.76/ton	40 miles	\$6.13/ton
19 miles	\$2.92/ton	41-45 miles	\$6.86/ton
20 miles	\$3.00/ton	46-50 miles	\$7.62/ton
21 miles	\$3.11/ton	51-55 miles	\$8.13/ton
22 miles	\$3.20/ton	56-60 miles	\$8.47/ton
23 miles	\$3.26/ton	61-65 miles	\$9.78/ton
24 miles	\$3.42/ton	66-70 miles	\$10.56/ton
25 miles	\$3.48/ton	71-75 miles	\$10.80/ton
26 miles	\$3.74/ton	76-80 miles	\$11.38/ton
27 miles	\$3.83/ton	81-85 miles	\$11.90/ton
28 miles	\$3.98/ton	86-90 miles	\$12.37/ton
29 miles	\$4.09/ton	91-95 miles	\$13.69/ton
30 miles	\$4.26/ton	96-100 miles	\$14.12/ton
31 miles	\$4.61/ton	101-105 miles	\$14.79/ton
32 miles	\$4.75/ton		

Sincerely,
Terry Tilley
Georgetown Transportation, Intl.

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SB Inner Loop - Suite 106
Georgetown, TX 78626

RE: Renewal -Hauling for Williamson County contract# 10WCA014
Secondary vendor

Ms. Hancock:

This letter is to inform Williamson County that Statewide Materials Transport, Ltd. wishes to renew our current contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,

A handwritten signature in black ink, appearing to read "Randall J. Meacham", followed by a long horizontal line extending to the right.

Superior Crushed Stone, LC
501 County Road 344
Jarrell, Texas 76537

May 24, 2010

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

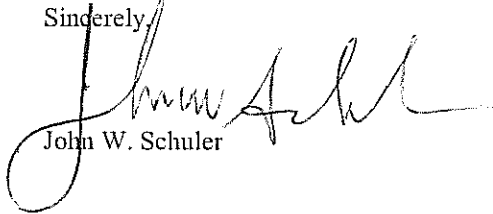
RE: Renewal –Aggregate for Williamson County contract# 10WCA002
Primary – on item# 1, 2
Secondary – on item# 3, 4

Ms. Hancock:

This letter is to inform Williamson County that Superior Crushed Stone wishes to renew our current contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,



John W. Schuler

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal –Aggregate for Williamson County contract# 10WCA002
Primary – on item# 5, 6
Secondary – on item# 1

Ms. Hancock:

This letter is to inform Williamson County that Capitol Aggregates wishes to renew our current contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,



CAPITOL AGGREGATES, LTO
P.O. Box 33240
SAN ANTONIO, TX 78265

REC'D AMB#23 1 JUN 10 07:40P 7 02:01PM 0338

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal –Aggregate for Williamson County contract# 10WCA002
Primary – on item# 3
Secondary - on item# 2

Ms. Hancock:

This letter is to inform Williamson County that Knife River wishes to renew our current contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,

A handwritten signature in cursive script, appearing to read "J. B. Bantline".

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop - Suite 106
Georgetown, TX 78626

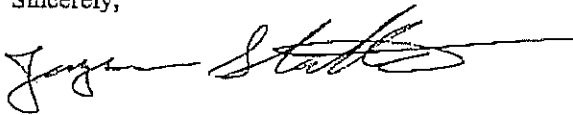
RE: Renewal - Aggregate for Williamson County contract# 10WCA002
Primary - on item# 4

Ms. Hancock:

This letter is to inform Williamson County that Killeen Crushed Stone wishes to renew our current contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Starks", followed by a long horizontal flourish line.

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

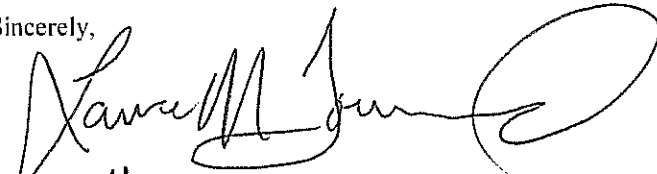
RE: Renewal –Aggregate for Williamson County contract# 10WCA002
Secondary - on item# 5, 6
Tertiary – on item# 1, 2, 3

Ms. Hancock:

This letter is to inform Williamson County that RTI Hot Mix wishes to renew our current contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,


VP of OPS

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

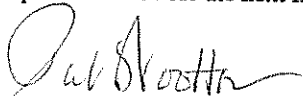
RE: Renewal –Aggregate for Williamson County contract# 10WCA002 A
Primary vendor

Ms. Hancock:

This letter is to inform Williamson County that Vulcan Materials wishes to renew our current contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,



Pat Wootton, Sales Manager
Vulcan Construction Materials LP
P.O. Box 791550
San Antonio, TX 78279

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal –Aggregate for Williamson County contract# 10WCA002 A
Primary vendor

Ms. Hancock:

This letter is to inform Williamson County that Vulcan Materials wishes to renew our current contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,

Pat Wootton, Sales Manager
Vulcan Construction Materials LP
P.O. Box 791550
San Antonio, TX 78279

Martin Marietta Materials



Southern Region
5710 W. Hausman Rd., Suite 121
San Antonio, Texas 78249
Telephone (210) 208-4400
Watts (800) 683-2500

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

May 24, 2010

RE: Renewal –Aggregate for Williamson County contract# 10WCA002 A
secondary vendor

Ms. Hancock:

This letter is to inform Williamson County that Martin Marietta Materials wishes to renew our current contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,

Rhonda A. Steves-Jung
Uvalde Office Mgr.
Rhonda.jung@martinmarietta.com
210-208-4070
210-208-4066 fax

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

RE: Renewal –Road Base for Williamson County contract# 10WCA027/10WCA027A

Ms. Hancock:

This letter is to inform Williamson County that RTI Hotmix wishes to renew our current contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,



VP of OPS

08/02/2010 10:20 FAX 281-884-4084 KILLEEN CONSTRUCTION 4002

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop - Suite 106
Georgetown, TX 78626

RE: Renewal -Road Base for Williamson County contract# 10WCA027/10WCA027A

Ms. Hancock:

This letter is to inform Williamson County that Killeen Crushed Stone wishes to renew our current contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,



Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

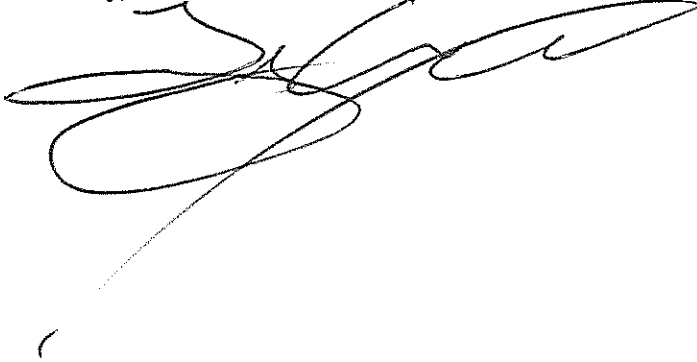
RE: Renewal –Road Base for Williamson County contract# 10WCA027/10WCA027A

Ms. Hancock:

This letter is to inform Williamson County that Central Crushers wishes to renew our current contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned below the word "Sincerely,".



TEXAS CRUSHED STONE COMPANY

P.O. BOX 1000 • GEORGETOWN, TEXAS 78627-1000 • PHONE 512/863-5511, AUSTIN: 255-4405 • FAX 512/244-6055

May 21, 2010

Ms. Kerstin Hancock
Williamson County Purchasing Department
301 SE Inner Loop
Suite 106
Georgetown, TX 78626

Re: Renewal-Road Base for Williamson County Contract # 10WCA027/10WCA027A

Ms. Hancock:

This letter is to inform Williamson County that Texas Crushed Stone wishes to renew our current contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,

A handwritten signature in black ink, appearing to read 'W.B. Snead'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

W.B. Snead

REC'D AM11:56 25 MAY'10

Williamson County Purchasing Department
Attn: Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

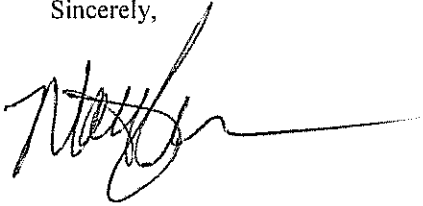
RE: Renewal –Road Base for Williamson County contract# 10WCA027/10WCA027A

Ms. Hancock:

This letter is to inform Williamson County that Texas Aggregates wishes to renew our current contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2010 through September 30, 2011.

Sincerely,

A handwritten signature in black ink, appearing to be "M. Hancock", followed by a long horizontal line extending to the right.

Hero Way Road Construction Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Patrick Strittmatter
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of October 27, 2010 at 3:00pm in the Purchasing Department to receive bids for the Hero Way road construction project, bid number 10WC823.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 09/22/2010 05:04 PM
Final Approval Date: 09/24/2010

Second Street Roadway Improvements Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Patrick Strittmatter
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of October 26, 2010 at 9:00am in the Purchasing Department to receive bids for Second Street Roadway Improvements, bid number 10WC821.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 09/22/2010 05:06 PM
Final Approval Date: 09/24/2010

**LEASE OF BELFORD SQUARE PROPERTY AT 310-C WEST 7TH STREET,
SUITE 103****Commissioners Court - Regular Session**

Date: 09/28/2010
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Hal Hawes
Department: Purchasing
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Consider authorizing advertising and setting date of October 19, 2010 at 2:00pm in the Purchasing Department to receive proposals for the LEASE OF BELFORD SQUARE PROPERTY AT 310-C WEST 7TH STREET, SUITE 103, GEORGETOWN, TX, proposal number 10WCP912.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 09/23/2010 08:44 AM
Final Approval Date: 09/24/2010

2001 ROAD BOND TRANSFER REQUEST

Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Pam Navarrette, County Auditor
Submitted For: Pam Navarrette
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing project budget transfer request for 2001 road bond per recommendation of Mike Weaver, Road Bond Manager: Move \$300,000.00 from P190 (IH-35 Ronald Reagan Intersection), \$200,000.26 from P12 (Lake Creek Drainage/Park-close project), \$306,600.89 from P45 (Gattis School Rd - close project), and \$137,043.51 from P170 (Lakeline Blvd Ext) to P196 (Ronald Reagan Phase IV). Also, move \$400,000 from P45 (Gattis School Road) to P213 (CR 170) and \$79,246.39 from P83 (CR 274 - close project) to P172 (CR 185/New Hope Road).

Background

Please attachment memo for the detail of 2001 Road Bond transfer request. The funds are being moved to clean up closed and postponed projects to spend down the 2001 Road Bond.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link:

Form Routing/Status

Form Started By: Pam Navarrette
 Started On: 09/23/2010 09:41 AM
 Final Approval Date: 09/24/2010

1508 S. Lamar Blvd.
Austin, Texas 78704
(512) 445-7074 voice
(512) 445-7064 fax

Prime Strategies, Inc.

Memo

To: Pam Navarrette
Williamson County Auditor's Office
From: Michael J. Weaver
Date: 9/20/2010
Re: 2001 Road Bond Money Movement

Please make the following transfers and project closings on 2001 Road Bond projects:

- \$300K from P-190/IH35-Reagan Intersection to P-196/Reagan-Ph.4
- \$200,000.26 from P-12/Lake Creek Drainage/Park (close P-12) to P-196 (Reagan-Ph.4)
- \$400,000.00 from P-45/Gattis School Rd to P-213/CR 170
- ~~\$334,736.00~~ ^{306,600.89} from P-45/Gattis School Rd. to P-196/Reagan-Ph.4
- ~~\$89,823.89~~ ^{79,246.39} from P-83/CR 274 (close P-83) to P-172/CR 185-New Hope Rd.
- \$137,043.51 from P-170/Lakeline Blvd. ext. (close P-170) to P-196/Reagan-Ph. 4

award of annual contracts for EMS Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Kerstin Hancock, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding annual bids for FY2011 for Emergency Medical Services - complete list filed with official minutes

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [List annual contract rebids for FY2011 for EMS](#)

Link: [Bid Tab Medical Supplies](#)

Link: [Bid Tab Oxygen](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Bob Space	09/23/2010 10:54 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	09/24/2010 09:27 AM	APRV

Form Started By: Kerstin Hancock
 Started On: 09/23/2010 10:24 AM
 Final Approval Date: 09/24/2010

FY2011 ANNUAL CONTRACT AWARDS

FOR EMS

CONTRACT PERIOD: OCT 1, 2010 TO SEP 30, 2011

	AWARDED VENDORS	
Name of Bid/Proposal	Vendors	Department
Medical Supplies	Primary vendors: Matrix Henry Schein Bound Tree Quadmed Moore Medical McKesson Midwest Medical Supply Southeastern Emergency Kentron PMI Southern Safety Sales Emed Medical Life Assist First Line Gloves Bio Seal Medical School Health Secondary, tertiary and quaternary vendors are noted on the bid tabulation	EMS
Name of Bid/Proposal	Vendors	Department
Medical Grade Oxygen	Round Rock Welding	EMS

	DESCRIPTION OF PRODUCT	Bound Tree	Buy Indian Medical	Emed Medical	Life Assist	McKesson	First Line Gloves	Kentron	Matrix Henry Schein	Midwest Medical Supply	Moore Medical	Bio Seal Medical 3 weeks delivery	P.M.I.	School Health	United Medical Supplies	Southern Safety Sales	Quadmed	Southeastern Emergency
1	1 GALLON BIOHAZARD INFECTION WASTE BAGS; 10 GALLON BIOHAZARD INFECTION WASTE BAGS; prefer 10 to 50	0.091 - 4	0.142	0.111		0.0944			0.07 - 3	0.067 - 2	0.063 - 1							
2	10 GALLON BIOHAZARD INFECTION WASTE BAGS; prefer 10 to 50	0.067 - 3		0.168		0.04213 - 1			0.1	0.1	0.088		0.158	0.07 - 4			0.066 - 2	0.95
3	4 X 4 STERILE GAUZE	0.04 - 4	0.07	0.081		0.0356 - 3			0.03 - 2	0.0408	0.045	0.074	0.0407	0.04			0.048	0.029 - 1
4	4" X 4" NON-STERILE SPONGES 8 PLY	0.0081	0.01	0.021		0.0095			0.02	0.0075 - 1	0.009	0.008 - 4	0.0123	0.011			0.0077 - 2	0.008 - 3
5	4-WAY STOPCOCK W/ SWIVEL MALE LUER LOCK	0.766 - 3		5.988		0.696 - 1			1.16 - 4	0.71 - 2							2.29	
6	AVIVA GLUCOMETER (NO SUBSTITUTES)	19.45 - 4	61.8	33.517		18.99 - 3			17.64 - 2	71.42							16.95 - 1	
7	AVIVA GLUCOMETER TEST STRIPS, BOTTLES (NO SUBSTITUTES)	1.157	1.227	0.541 - 2		0.583 - 3		DNMS	1.12 - 4	1.144							.497 - 1	
8	AVIVA GLUCOMETER, ACCURACY TESTING SUPPLIES /FOR	8.54 - 4	9.42			8.24 - 2		DNMS	7.72 - 1	8.33 - 3								
9	ADENOCARD 6mg / 2ml VIALS	43.94		22.823		4.81 - 1			6.59 - 2	16.578			15.46 - 4					7.25 - 3
10	ALBUTEROL 0.083 % UNIT DOSE (30 DOSES PER BOX)	0.142 - 1		0.155 - 4		0.17			0.15 - 3	0.183	0.147 - 2		0.195					0.16
11	ALCOHOL PREP PADS @ 200 PER BOX	0.0064 - 3	0.01	0.008		0.012		0.008	0.02	0.0063-2	0.0063 - 1	0.0093	1.22	0.007	0.008		0.0066-4	0.0069 - 4
12	AMIODARONE (or Generic - Bidder to specify which) 150MG / 3ML VIALS (w/ Benzyl	1.79 - 2		1.292 - 1		1.925			1.82 - 3	1.829 - 4								

	DESCRIPTION OF PRODUCT	Bound Tree	Buy Indian Medical	Emed Medical	Life Assist	McKesson	First Line Gloves	Kentron	Matrix Henry Schein	Midwest Medical Supply	Moore Medical	Bio Seal Medical 3 weeks delivery	P.M.I.	School Health	United Medical Supplies	Southern Safety Sales	Quadmed	Southeastern Emergency
13	ASPIRIN, ADULT LOW DOSE, 81mg; CHEWABLE TABLETS	0.02 - 2	0.0308	0.0209		0.023 - 4			0.03	0.021 - 3	0.018 - 1		0.031				0.027	0.028
14	ATROPINE 1MG/10ML, PFS (NEEDLELESS)	1.96 - 1		2.42 - 4		2.144 - 2			DNMS	2.72			2.69					2.21 - 3
15	ATROPINE 1MG/1ML VIAL	1.35 - 3		1.47 - 4		0.96 - 2			0.77 - 1	2.437	1.28		1.7					2.18
16	BABY BEANIE, FOR NEW BORN'S	0.67	1.08	0.408 - 2		0.458 - 3		0.65	0.66	0.896	0.55 - 4	0.165 - 1	0.75				1.29	
17	BACK BOARDS - PEDI IMMOBILIZATION DEVICE; W/ VENTILATOR	136.59 - 2		280		200.65			177.02 - 4	152.21 - 3	229.44		99.00 - 1				184.95	188.23
18	BACK BOARDS - PEDI; PLASTIC W/O PINS. (Prefer a small version of 27 1/2" x 16")	96.56				44.88 - 1			181.8	92.18 - 4			74.67 - 2				85.71 - 3	150.07
19	BACK BOARDS (PLASTIC) - ADULT - 72" L x (min.)16"W. W/ ADULT AND (MIN.) 12" x 16" W/ CHILD	81.15 - 1				106.25 - 3			98.34 - 2	142.77							128.75 - 4	
20	BACKBOARD RESTRAINT STRAPS: TWO PIECE, 5 ft, LIMITED USE	1.83 - 4				4.05		1.49 - 1	3.51	2.2			1.75 - 3				1.52 - 2	
21	BAG VALVE MASK WITH RESERVOIR-DISPOSABLE, ADULT WITH O2	8.35 - 2	11.88	19.517	9.42	16.18			8.81 - 3	9.63	9.37 - 4		10.61	25.06		8.09 - 1	12.03	
22	BAG VALVE MASK WITH RESERVOIR-DISPOSABLE, CHILD WITH O2	8.84 - 2	15.31	26.458	12.5	20.51			11.63 - 4	10.27 - 3	12.44		14.5	18.06		8.56 - 1	13.7	
23	BAG VALVE MASK WITH RESERVOIR-DISPOSABLE, INFANT WITH O2	8.84 - 2	15.31	26.458	12.5	18.49			11.63 - 4	10.27 - 3	12.44		14.5	28.62		8.56 - 1	13.95	
24	BRAND ADHESIVE BANDAGES ; 3/4" X 3" FLEXIBLE	0.017 - 2	0.0738			0.018 - 3		DNMS	0.04	0.036	0.0338		.0165 -1	0.03 - 4			1.29	

	DESCRIPTION OF PRODUCT	Bound Tree	Buy Indian Medical	Emed Medical	Life Assist	McKesson	First Line Gloves	Kentron	Matrix Henry Schein	Midwest Medical Supply	Moore Medical	Bio Seal Medical 3 weeks delivery	P.M.I.	School Health	United Medical Supplies	Southern Safety Sales	Quadmed	Southeastern Emergency
25	BED PANS, FRACTURE STYLE	0.87 - 3	1.17	1.225		0.88 - 4		0.95	1.04	1	0.92		0.69-1				0.95	0.75 - 2
26	BENADRYL (DIPHENHYDRAMINE - BIDDER TO SPECIFY WHICH) 50 MG/100 ML	1.00 - 4		0.9652		0.784 - 2			0.71 - 1	1.3	0.884 - 3		1.12					1.12
27	BLANKETS - DISPOSABLE, POLYESTER, GRAY OR WHITE: 40" X 80"	3.183 - 1				3.569 - 2			DNMS not polyester	DNMS - no sample	6.49 - 3							
28	BLANKETS - DISPOSABLE POLYESTER; COT, 60" X 90" APPROX. SIZE	rejected - too thin	7.94 - 3			5.09 - 2			DNMS - not polyester	DNMS							4.31 - 1	
29	BLANKETS - DISPOSABLE, GRAY OR WHITE: INSULATED 50MM LAYER W/	3.9 - 4				2.29 - 1			2.85 - 2	DNMS - no sample							3.02 - 3	
30	BLOOD COLLECTION TUBES (PLASTIC TUBES ONLY); GREEN TOP W/ 60	0.37	0.34 - 3	0.53		0.13 - 1			0.31 - 2	0.361 - 4					0.444			
31	BLOOD COLLECTION TUBES, (PLASTIC TUBES ONLY) - RED TOP - 5 ML	0.14 - 2		0.25		0.079 - 1			0.19 - 4	0.182 - 3					0.247			
32	BLOOD PRESSURE CUFF, ADULT: MABIS 508-01-149-011 ONLY	7.62	21.6			11.87			6.51 - 3	11.89				7.59 - 4		9.95	5.48 - 1	5.83 - 2
33	BLOOD PRESSURE CUFF, ADULT: NON-LATEX	6.72 - 4	22.3	29.35		33			6.08 - 3	5.75 - 1			5.95 - 2	7.5		DNMS	18.95	DNMS
34	BLOOD PRESSURE CUFF, CHILD: MABIS 508-01-149-015 ONLY	7.62	21.6			11.87			7.44 - 3	11.89				7.5 - 4		8.7	5.60 - 1	6.65 - 2
35	BLOOD PRESSURE CUFF, INFANT: MABIS 508-01-149-013	7.62	20.6			12.17			7.44 - 3	11.89				7.50 - 4		9.55	5.60 - 1	6.65 - 2
36	BLOOD PRESSURE CUFF, LARGE ADULT: MABIS 508-01-149-016 ONLY	9.45 - 4	26.8			18.49			7.99 - 2	18.52				10.19		10.32	7.19 - 1	8.75 - 3

	DESCRIPTION OF PRODUCT	Bound Tree	Buy Indian Medical	Emed Medical	Life Assist	McKesson	First Line Gloves	Kentron	Matrix Henry Schein	Midwest Medical Supply	Moore Medical	Bio Seal Medical weeks delivery 3	P.M.I.	School Health	United Medical Supplies	Southern Safety Sales	Quadmed	Southeastern Emergency
37	BLOOD PRESSURE CUFF, THIGH: MABIS 508-01-149-017	7.37 - 2				24.01			10.13 - 3	24.05				11.39 - 4		11.6	7.19 - 1	11.53
38	BLOOD TRANSFER DEVICE, HOLDER W/ PREATTACHED	0.746 - 3	0.74			0.634			0.65 - 1	0.728 - 4	0.68				0.8845		0.9	0.75 - 2
39	BLOOD TRANSFER DEVICE, HOLDER W/ PREATTACHED	0.746 - 3	1.37						0.65 - 1	0.809 - 4					1.1008			0.304 - 2
	above items chosen to purchase same brand from one vendor																	
40	BENT CANNOLA 18 GAUGE (METAL); FOR NEEDLELESS IV USE	0.196 - 3	0.89	0.31		0.194 - 2			0.26	0.19 - 1								0.211 - 4
41	BENT CANNOLA PLASTIC; FOR NEEDLELESS IV USE. (BAXTER IV-3245)	0.25 - 3		0.92		0.256			0.24 - 1	0.244 - 2							0.287	0.251 - 4
42	BULB SYRINGE 2 OZ, STERILE IN SEALED PACKAGE. FOR NASAL AND ORAL CALCULUM	0.48 - 3	1.08	1.43		0.801		0.45 - 2	0.92	0.65	0.8		0.44 - 1				0.56 - 4	0.98
43	CHLORIDE 10%, 1gm/10ml VIAL SINGLE DOSE UNIT	1.82 - 4		1.8014		1.79 - 3			1.65 - 1	2.27	1.655 - 2							2.4
44	CARPROJECT INJECTOR	0.01 - 1		0.2941		1			0.09 - 4	0.02 - 2			0.1					0.03 - 3
45	CHARCOAL, ACTIVATED, w/o Sorbital - 50 GM (BOTTLES ONLY)	6.95 - 1	24.11 - 4	26		27.02			20.32 - 3	26.53							8.64 - 2	24.89
46	CHILD TRANSPORT SEAT, "FERNO PEDI MATE"				192.00 - 1	222.32			196.39 - 2	233.43			202.31				214.66 - 3	219.71 - 4
47	CID - MULTI GRIP, ADULT ROUND, DISPOSABLE	5.18	4.93			4.95			3.86 - 1	4.38 - 4			4.66				4.02 - 2	4.08 - 3

	DESCRIPTION OF PRODUCT	Bound Tree	Buy Indian Medical	Emed Medical	Life Assist	McKesson	First Line Gloves	Kentron	Matrix Henry Schein	Midwest Medical Supply	Moore Medical	Bio Seal Medical 3 weeks delivery	P.M.I.	School Health	United Medical Supplies	Southern Safety Sales	Quadmed	Southeastern Emergency
48	CIDEX OPA DISINFECTANT (no substitutions); in 1 LIT LUGER	53	49.2	61		44.45 - 3			39.95 - 1	48.33 - 4	40.28 - 2			DNMS			DNMS	DNMS
49	CLIP LOCK CANNULA, SAFELINE: TO BE SHIPPED IN BOXES OF 100	0.29 - 2				0.291 - 4			0.29 - 3	0.261 - 1							3.139	0.436
50	CONFORMING ROLLER BANDAGE - STERILE 4" X 75"; individual	0.3	0.67	1.4		0.512		0.18 - 2	0.16 - 1	0.249 - 4	0.578	0.76	0.29	0.38	0.2776		0.235 - 3	0.256
51	CONTINUOUS POSITIVE AIRWAY PRESSURE SYSTEM (CPAP): SUPPLIED AS A																	
52	DEEP MOCUS TRAP 8 FR, w/ bulb suction device attached. (Latex Free)	3.25	1.70 - 3			1.432 - 2			3.10 - 4	1.40 - 1							5.89	
53	DESTROSE 25GM VIALS	1.88 - 3							1.66 - 2	2.074 - 4								1.41 - 1
54	DEXTROSE 25GM/50ML; PFS @ 10 to a Pack. (NEEDLELESS)	2.46 - 2				2.91 - 4			2.27 - 1	3.6								2.79 - 3
55	DILTIAZEM 25MG/5ML POWDER (NON REFRIGERATED) - NEEDLELESS	9.16 - 2							8.28 - 1	12.037 - 3								
56	DILTIAZEM 25MG/5ML REFRIGERATED VIALS	1.65 - 2				0.807 - 1			5.11	2.466 - 3								2.50 - 4
57	DISPENSING PIN, MICRO PIN; FOR WITHDRAWAL OR INJECTION OF MEDICATION	0.27 - 3				0.294			0.26 - 2	0.275 - 4								0.254 - 1
58	DISPENSING PIN, PLASTIC; FOR WITHDRAWAL OR INJECTION OF MEDICATION	0.39 - 3				0.256 - 2			0.24 - 1									
59	DUAL CANNULA DEVICE W/O SYRINGE. WITH 2 CANNULAS IN ONE UNIT. STEEL								0.36 - 1	0.382 - 2								0.389 - 3

	DESCRIPTION OF PRODUCT	Bound Tree	Buy Indian Medical	Emed Medical	Life Assist	McKesson	First Line Gloves	Kentron	Matrix Henry Schein	Midwest Medical Supply	Moore Medical	Bio Seal Medical weeks delivery 3	P.M.I.	School Health	United Medical Supplies	Southern Safety Sales	Quadmed	Southeastern Emergency
60	DISPOSABLE SICKNESS (EMESIS) BAG, MEDLINE INDUSTRIES #			0.512		DNMS			0.30 - 1	0.419 - 4				0.95	0.338 - 3		0.65	0.306 - 2
61	DOPAMINE PREMIX 400MG / 250ML BAG	9.50 - 2		14.818		10.739			10.25 - 3	12.01	8.66 - 1		14.98					10.25-4
62	DRUG CASE, PELICAN HARD SIDED; INCLUDING CLEAR POCKETS DUTY BELT, NYLON, WITH PLASTIC BUCKLE; ADJUSTABLE	DNMS								212.83 - 1							215.00 - 2	
63	ELECTRODES, ADULT; 5/PKG: FOR 12 LEAD "CLIP ON LEAD"	14.63 - 2		14.72		7.03 - 1												
64	ELECTRODES, PEDI; 5/PKG. FOR 12 LEAD "CLIP ON LEAD"	0.364 - 4				0.047			0.19 - 1	0.296 - 3						0.256 - 2		
65	ELECTRODES, PEDI; 5/PKG. FOR 12 LEAD "CLIP ON LEAD"	2.77				0.033 - 1			0.19 - 3	0.209 - 4						0.182 - 2		
66	EMESIS WASH BASINS, DISPOSABLE, LARGE "7 1/4 CHART" (NOT EMS SHEARS)	0.59	0.19 - 3			0.14 - 2		0.67	0.11 - 1	0.67	0.6						0.98	0.20 - 4
67	BANDAGE TIP (PLASTIC TIP, such as Anuator)	DNMS				2.37 - 2			2.64 - 3	1.02 - 1		4.64 - 4						
68	BANDAGE TIP (STRAIGHT)					12.02 - 3			0.80 - 1			1.50 - 2						
69	BANDAGE TIP (w/ BANDAGE LIFTER TIP) 7 1/2" (no EMS SHEARS)	0.85 - 4				3.1		0.79 - 2	0.80 - 3				0.78 - 1				0.94	
70	INJECTION PEN, ADULT: SINGLE DOSE UNIT (0.7MG)	65.84 - 1		71.27 - 4		79.51			68.48 - 2	84.24	69.00 - 3		78	81.95				81.69
71	INJECTION PEN, PEDI: SINGLE DOSE UNIT (0.15MG)	65.84 - 1		71.27 - 4		79.51			68.48 - 2	84.24	69.00 - 3		78	81.95				81.69

	DESCRIPTION OF PRODUCT	Bound Tree	Buy Indian Medical	Emed Medical	Life Assist	McKesson	First Line Gloves	Kentron	Matrix Henry Schein	Midwest Medical Supply	Moore Medical	Bio Seal Medical 3 weeks delivery	P.M.I.	School Health	United Medical Supplies	Southern Safety Sales	Quadmed	Southeastern Emergency
72	EPINEPHRINE 1:10,000 1MG/10ML; PFS @ 10 to a	2.13 - 1				2.52 - 3			3.92	3.053 - 4			3.65					2.37 - 2
73	EPINEPHRINE 1:1000 1MG/1ML VIAL PREFERRED.	1.22 - 4				1.199 - 3			1.11 - 1	3.226	1.111 - 2		5.38					1.32
74	SINGLE ROSE INTUBATION DETECTION DEVICE, AMBU TUBE CHECK R	1.99 - 1				3.835			2.26 - 2	2.45 - 4	2.42 - 3		2.48				3.2	4.14
75	ET TUBE INTRODUCER, FLEXIBLE TUBING THAT WILL REMAIN IN	5.12 - 3				103.61		3.15 - 2	6.81	6.14			5.25 - 4				2.87 - 1	
76	ET TUBE INTRODUCER: FLEXIBLE TUBING THAT WILL REMAIN IN	5.12 - 3				103.61		3.15 - 2	6.81	6.14			5.92 - 4				2.87 - 1	
77	ET TUBE RESTRAINT, ADULT, (THOMAS BRAND STYLE) (NO	2.74 - 4			2.8	2.881			2.84	2.69 - 2	2.61 - 1		3.5				3.28	2.71 - 3
78	ET TUBE RESTRAINT, CHILD, (THOMAS BRAND STYLE) (NO	2.74 - 4			2.8	2.881			2.84	2.69 - 2	2.61 - 1		3.5				3.28	2.71 - 3
79	ET TUBE; CUFFED, SIZES - 6.0, 7.0, & 8.0mm (without expiration dates)	0.94 - 3				1.471			1.02	0.91 - 2	1.14		0.99 - 4				0.759 - 1	
80	ET TUBE; UNCUFFED, SIZE RANGES - 2.5, 3.0,3.5,4.0,4.5,5.0 & 5.5mm (without	0.66 - 2				0.858 - 4			0.92	0.65 - 1	1.08		0.89				0.759 - 3	
81	EXTRICATION COLLAR, "THE X COLLAR" by EmeGEAR, LLC									10.69 - 3						8.80 - 1	9.97 - 2	
82	EXTRICATION COLLAR, 2 PIECE FOR INFANT/PEDIATRI	4.57 - 2						2.79 - 1	16.53					13.13			6.90 - 3	10.29 - 4
83	CERVICAL COLLAR, HARD PLASTIC; ADJUSTABLE	3.60 - 1			5.08	11.278			4.74 - 4	4.69 - 3	5.18		5.37	11.01		3.86 - 2	5.86	5.46

	DESCRIPTION OF PRODUCT	Bound Tree	Buy Indian Medical	Emed Medical	Life Assist	McKesson	First Line Gloves	Kentron	Matrix Henry Schein	Midwest Medical Supply	Moore Medical	Bio Seal Medical 3 weeks delivery	P.M.I.	School Health	United Medical Supplies	Southern Safety Sales	Quadmed	Southeastern Emergency
84	EXTRICATION CERVICAL COLLAR, HARD PLASTIC; 16 SIZE ADJUSTABLE.	3.60 - 1			5.08	11.278			4.74 - 4	4.69 - 3	5.18		5.37	11.01		3.86 - 2	4.89	5.46
85	PROTECTION GLASSES W/ ANSI Z87.1 COMPLIANCE	5.05	5.6			4.86 - 4			4.23 - 2	6.52	4.49 - 3		6.15				6.24	0.82 - 1
86	PROTECTION GLASSES W/ ANSI Z87.1 COMPLIANCE	6.18	2.80 - 2			5.95			6.03		5.50 - 4		4.90 - 3	1.09 - 1				
87	FENTANYL 0.05MG/ML IN 2ML AMPULE (total 100mcg. per ampule)	0.366 - 1				0.392 - 3			0.37 - 2	0.567								1.25 - 4
88	FLUIDSHIELD MASK WITH VISOR	0.570 - 4	1.34			0.598		0.339 - 1	0.88	0.511 - 3	0.47 - 2		0.974				0.977	0.916
89	GEAR BAG, TO STOW BUNKER BOOTS, PANTS, COAT, HLEMET AND GLOVES																	
90	GLOVES, POWDER FREE; NON-LATEX. SIZES: XTRA SMALL THRU					0.134	0.087 - 1		0.10 - 4	0.098 - 3								0.091 - 2
91	GLOVES, POWDER FREE-CHLOROPRENE, NEOPRO EC: SIZES: XTRA	0.179	0.196	2.0454		0.177 - 3			0.17 - 1	0.1704 - 2	DNMS			0.222			0.193	0.178 - 4
92	GLUCAGON (GLUCAGON) AS A BOXED SET W/ 1 MG VIAL	96.95		91.741 - 4		81.083 - 2			87.04 - 3	121.13	75.68 - 1		96.87	DNMS				112
93	GOGGLES FOR SPLASH PROTECTION WITH SIDE VENTS AND ANTI-FOG	1.10 - 2	1.23	2.929		2.4			0.91 - 1	1.11 - 4	1.74		1.10 - 3	1.29			3.52	1.24
94	HAND SANITIZER, ANTISEPTIC TOWELETTES W/ 0.5%	0.17	0.17	0.258		0.145 - 4			0.14 - 2	0.153	0.136 - 1		0.165	0.156			0.189	0.144 - 3
95	CHLOROXYL END, PURELL TFX TOUCH FREE DISPENSER (SKU: 2720.12)	22.866 - 2		37.047		12.80 - 1			15.12 - 3	17.856	16.67 - 4							

	DESCRIPTION OF PRODUCT	Bound Tree	Buy Indian Medical	Emed Medical	Life Assist	McKesson	First Line Gloves	Kentron	Matrix Henry Schein	Midwest Medical Supply	Moore Medical	Bio Seal Medical weeks delivery 3	P.M.I.	School Health	United Medical Supplies	Southern Safety Sales	Quadmed	Southeastern Emergency
96	HAND SANITIZER, PURELL TFX 1200 ml REFILL, NON-AEROSOL FOAMING above 2 items chosen to purchase same brand from one	15.738 - 2		52.223		25.10 - 1			24.45 - 3	24.97	24.53 - 4							
97	HAND SANITIZER, PURELL APX AEROSOL FOAMING above 2 items chosen to purchase same brand from one			15.813		6.79			8.92 - 1	9.159 - 2								
98	HAND SANITIZER, PURELL APX AEROSOL DISPENSING SYSTEM FOR above 2 items chosen to purchase same brand from one					DNMS			3.53 - 1	4.166 - 2								
99	HAND SANITIZER, PURELL INSTANT LIQUID (with Moisturizer) by GOJO IN 2.07		1.58	2.929		1.085 - 1			1.32 - 2	1.349 - 4	1.32 - 3						2.01	1.37
100	ROBER NEEDLE, SURECAN SAFETY W/ PASSIVE SAFETY C.V. ADMIN. SET 15 GTT. WITH 1	5.21 - 3				4.746 - 1			5.22 - 4	5.068 - 2								
101	SAFELINE INJECTION SITE AND GLOVE C.V. ADMIN. SET 60 GTT W/ 1	1.54 - 3				3.05			2.18 - 4	1.38 - 1								1.435 - 2
102	CLAVE INJECTION SITE (Latex Free)	1.45 - 2				2.344 - 3			4.11	1.32 - 1								2.625 - 4
103	I.V. CATHETER 10ga X 3"; BD ANGIOCATH	15.43	13.62 - 4		14.42	15.135			11.04 - 2	15.05			13.32 - 3				10.00 - 1	15.75
104	I.V. CATHETER 12ga X 3"; BD ANGIOCATH	15.43	13.62 - 4		14.42	15.135			13.28 - 2	15.05	14.056		13.32 - 3				7.81 - 1	15.75
105	I.V. CATHETER 14 GA X 1.25"; PROTECTIV (by CRITIKON)	1.80 - 4	1.808		1.92	2.009		1.87	2.2	1.77 - 3	1.917						1.626 - 1	1.688 - 2

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106	I.V. CATHETER 14 GA X 1.25"; JELCO CONVENTIONAL CATHETER	1.95	2.278			2.366			0.26 - 1	0.80 - 3	0.767 - 2						0.948	0.811 - 4
107	I.V. CATHETER 14 GA X 2"; SURFLO CATHETERS by TERUMO	0.67 - 1	1.012			0.835			0.73 - 4	0.807	0.736		0.793				0.718 - 3	0.706 - 2
108	I.V. CATHETER 16 GA X 1.25"; PROTECTIV (by CRITIKON)	1.80 - 4	1.808		1.92	2.03		1.87	2.2	1.77 - 3	1.917		2.02				1.626 - 1	1.688 - 2
109	I.V. CATHETER 18 GA X 1.25"; PROTECTIV (by CRITIKON)	1.80 - 4	1.808		1.92	2.03		1.87	2.2	1.77 - 3	1.917		2.02				1.626 - 1	1.688 - 2
110	I.V. CATHETER 20 GA X 1.25"; PROTECTIV (by CRITIKON)	1.80 - 4	1.808		1.92	2.03		1.87	2.2	1.77 - 3	1.917		2.02				1.626 - 1	1.688 - 2
111	I.V. CATHETER 22 GA X 1.00"; PROTECTIV (by CRITIKON)	1.80 - 4	1.808		1.92	2.13		1.87	2.2	1.77 - 3	1.917		2.02				1.626 - 1	1.688 - 2
112	I.V. CATHETER 24 GA X .75"; PROTECTIV (by CRITIKON)	1.85	1.808 - 4		2.01	2.13		1.87	2.2	1.77 - 3	1.917		2.12				1.626 - 1	1.688 - 2
113	IV CATHETER, "VANISHING POINT" STYLE, WITH SPRING-LOADED PUSH-OUT INJECTION SITE TUBING, with REMOVEABLE CLAMP	2.04 - 4				1.827 - 3			1.72 - 2	1.63 - 1								
114	I.V. INFUSION SITE TUBING, with REMOVEABLE CLAMP	1.22 - 1				1.519 - 2			1.90 - 3	1.943 - 4								
115	I.V. POLE; STRETCHER MOUNT	159.98 - 2				72.14 - 1			209.42 - 3								223.28 - 4	
116	I.V. PRESSURE INFUSER BAG W/ GAUGE, DISPOSABLE: for 1000cc Bags	14.85	15.88			14.936			11.47 - 3	8.75 - 2			13.33				7.99 - 1	13.33 - 4
117	ISOLATION KIT, UNI-SIZE WITH LONG SLEEVED PERSONAL	4.18 - 4				12.323		3.95 - 3	3.47 - 2	6.284				4.69			2.38 - 1	

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118	INSTANT GLUCOSE 15 GRAMS (TUBE ONLY)	3.853	3.84 - 4			4.463		4.33	DNMS	4.656	3.229 - 1		3.73 - 3	4.95			3.63 - 2	3.9
119	INSTANT ICE PACKS 6" X 9"	0.262 - 3	0.98	0.505		0.51		0.45	0.25 - 1	0.395 - 4	0.44		0.6229		0.423		0.415	0.255 - 2
120	IPRATROPIUM BROMIDE (ATROVENT - BIDDER TO SPECIFY WHICH KING LTS-D	0.157 - 3				0.184			0.15 - 2	0.197	0.116 - 1		0.35					0.173 - 4
121	AIRWAY, SIZE 3 W/ YELLOW CONNECTOR - KING LTS-D	25.00 - 1	76.84			35.47		32.95	32.51 - 4	35.96	30.56 - 3		37.95		46.5		28.95 - 2	
122	AIRWAY, SIZE 4 W/ RED CONNECTOR - KING LTS-D	25.00 - 1	73.41			35.47		32.95	32.51 - 4	35.96	30.56 - 3		37.95		46.5		28.95 - 2	
123	AIRWAY, SIZE 5 W/ PURPLE CONNECTOR - KING LTS-D	25.00 - 1	73.41			35.47		32.95	32.51 - 4	35.96	30.56 - 3		37.95		46.5		28.95 - 2	
124	KING LTS-D AIRWAY, ASSORTED SIZES; KIT	32.69 - 1																
125	K Y JELLY .09 OZ FOIL PACK	0.061	0.039	0.0513		0.028 - 3			0.04	0.0267 - 2	0.0264 - 1						0.035 - 4	0.045
126	KENDRICK EXTRICATION DEVICE, such as FERNO MODEL 126	54.88 - 1			80.6	89.29		67.00 - 3	75.35	83.2			69.95 - 4				63.95 - 2	78.32
127	LANCETS - SINGLE USE WITH AUTOMATIC SPRING LOADED LANCET	0.153	0.154			0.131 - 4			0.10 - 1	0.115 - 2	0.139		0.182				0.157	0.127 - 3
128	BLADE, DISPOSABLE: (MACINTOSH STYLE) MUST FIT	bids rejected due to change in specs				bids rejected due to change in specs			bids rejected due to change in specs	bids rejected due to change in specs	bids rejected due to change in specs	bids rejected due to change in specs					bids rejected due to change in specs	bids rejected due to change in specs
129	BLADE, DISPOSABLE: (MILLER STYLE) MUST FIT	bids rejected due to change in specs				bids rejected due to change in specs			bids rejected due to change in specs	bids rejected due to change in specs	bids rejected due to change in specs	bids rejected due to change in specs					bids rejected due to change in specs	bids rejected due to change in specs

	DESCRIPTION OF PRODUCT	Bound Tree	Buy Indian Medical	Emed Medical	Life Assist	McKesson	First Line Gloves	Kentron	Matrix Henry Schein	Midwest Medical Supply	Moore Medical	Bio Seal Medical weeks delivery 3	P.M.I.	School Health	United Medical Supplies	Southern Safety Sales	Quadmed	Southeastern Emergency
130	LARYNGOSCOPE BLADES (MACINTOSH STYLE, RUSCH BRAND ONLY) - NOT DISP. NOT	15.55 - 3	18.9			82.31			75.35	15.90 - 4	14.00 - 1		20.31				16.67	14.98 - 2
131	LARYNGOSCOPE BLADES (MILLER STYLE, RUSCH BRAND ONLY) - NOT DISP. NOT	15.55 - 3	18.9			82.31			34.37	15.90 - 4	14.00 - 1		20.31				16.67	14.98 - 2
132	LARYNGOSCOPE BULB - LARGE, to fit RUSCH brand blades.	1.17 - 4	2.2			2.354		DNMS - Hx POOR QUALITY	1.10 - 1	1.13 - 2	1.14 - 3		1.45				1.5	1.25
133	LARYNGOSCOPE BULB - SMALL, to fit RUSCH brand blades.	1.17 - 4	2.2			2.354		DNMS - Hx POOR QUALITY	1.10 - 1	1.13 - 2	1.14 - 3		1.45				1.5	1.25
134	LARYNGOSCOPE HANDLE, RUSCH, LARGE	12.2	17.1			24.2		DNMS - Hx POOR QUALITY	8.54 - 1	11.36 - 3	11.42 - 4		14.66				9.669 - 2	12.45
135	LARYNGOSCOPE HANDLE, RUSCH, SMALL	12.2	17.1			24.2		DNMS-Hx POOR QUALITY	8.54 - 1	11.36 - 3	11.42 - 4		14.66				9.669 - 2	12.45
136	LIDOCAINE (XYLOCAINE - Bidder to specify which) 2% 100MG/5ML - DES	1.87 - 2		2.717		1.964 - 3			1.70 - 1	2.466								2.04 - 4
137	LIDOCAINE 2%: 100MG VIAL	2.159 - 2		2.198 - 3		2.52			1.88 - 1	2.493 - 4								
138	LIDOCAINE PREMIX: 2GM/500ML CONCENTRATION IN 500ML BAGS	3.98 - 1				6.18 - 3			5.80 - 2	6.661								6.39 - 4
139	MAGILL FORCEPS, ADULT	3.6	4.7	9.988		9.77		2.35 - 1	3.52	3.88	3.21 - 3	6.5	3.33 - 4	4.39			2.99 - 2	5.33
140	MAGILL FORCEPS, PEDI	3.54	4.3	9.047		9.77		2.18 - 1	3.51	3.88	2.94 - 2	6	3.33 - 4	4.67			2.99 - 3	5.33
141	MAGNESTIUM SULFATE PREMIX, 4GM/50ML CONCENTRATION	4.855 - 1				DNMS			DNMS									7.42 - 2

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142	MALE URINAL, PLASTIC	0.46 - 3	0.75			0.44 - 2			0.41 - 1	0.47 - 4	0.49		0.53				0.59	0.51
143	MAXI DUFFLE BAG WITH 4 SEPARATE ZIPPERED COMPARTMENTS	76.83 - 3						89.00 - 4		109.88							45.98 - 2	33.35 - 1
144	MAXI DUFFLE BAG, INFECTION CONTROL STYLE, WITH 4 SEPARATE ZIPPERED COMPARTMENTS	82.93 - 1															114.94 - 2	
145	EMERGENCY CRICOTHYROTOMY CATHETER SET, CUFFED W/ METHYL PREDNISOLONE (SOLUMEDROL) 125 mg/2 ML ACT-O-VIAL WITH	191.29 - 3				262.7				182.59 - 1							252.05 - 4	184.69 - 2
146	MULTI TRAUMA DRESSING 10" X 30"	5.93 - 3				3.519 - 1			6.37	6.594			6.34 - 4					3.99 - 2
147	N95 COMPLIANT FACE MASK, MEDIUM: that meets or exceeds CDC and NIOSH	0.85 - 2	1.73			1.64		0.69 - 1	1.02	1.00 - 4	1.01		1.25	1.45	1.237		0.94 - 3	1.15
148	N95 FIT TEST KIT (to match above masks).	0.61 - 3	0.91			0.765			0.82	0.833	0.679		0.634 - 4	0.85	0.5417 - 2		0.66	0.43 - 1
149	NAIL POLISH REMOVER PACKS	150.26 - 2				188.18			154.25 - 3	179.78	132.22 - 1		177.80 - 4					
150	NALOXONE (NARCAN - Bidder to specify which) 2MG/2ML; PFS (NEED GLASS)	0.031	0.036			0.0251 - 2			0.03	0.0253 - 3	0.025 - 1		0.036	0.0329	0.0356		0.03	0.03
151	NALOXONE (NARCAN - Bidder to specify which) 2MG/2ML FLIP TOP VIAL	13.35 - 1				15.36 - 3			14.06 - 2	18.868	15.46 - 4							18.5
152	NASAL CANNULA, ADULT, CURVED TIP (LATEX FREE)										18.89 - 1							
153		0.28 - 4	0.38			0.49		0.247 - 1	0.31	0.27 - 3	0.5		0.37		1.526		0.29	0.25 - 2

	DESCRIPTION OF PRODUCT	Bound Tree	Buy Indian Medical	Emed Medical	Life Assist	McKesson	First Line Gloves	Kentron	Matrix Henry Schein	Midwest Medical Supply	Moore Medical	Bio Seal Medical 3 weeks delivery	P.M.I.	School Health	United Medical Supplies	Southern Safety Sales	Quadmed	Southeastern Emergency
154	NASOPHARYNGEAL AIRWAYS, SIZE RANGES - #14, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98, 100, 102, 104, 106, 108, 110, 112, 114, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, 176, 178, 180, 182, 184, 186, 188, 190, 192, 194, 196, 198, 200, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224, 226, 228, 230, 232, 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 338, 340, 342, 344, 346, 348, 350, 352, 354, 356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 386, 388, 390, 392, 394, 396, 398, 400, 402, 404, 406, 408, 410, 412, 414, 416, 418, 420, 422, 424, 426, 428, 430, 432, 434, 436, 438, 440, 442, 444, 446, 448, 450, 452, 454, 456, 458, 460, 462, 464, 466, 468, 470, 472, 474, 476, 478, 480, 482, 484, 486, 488, 490, 492, 494, 496, 498, 500, 502, 504, 506, 508, 510, 512, 514, 516, 518, 520, 522, 524, 526, 528, 530, 532, 534, 536, 538, 540, 542, 544, 546, 548, 550, 552, 554, 556, 558, 560, 562, 564, 566, 568, 570, 572, 574, 576, 578, 580, 582, 584, 586, 588, 590, 592, 594, 596, 598, 600, 602, 604, 606, 608, 610, 612, 614, 616, 618, 620, 622, 624, 626, 628, 630, 632, 634, 636, 638, 640, 642, 644, 646, 648, 650, 652, 654, 656, 658, 660, 662, 664, 666, 668, 670, 672, 674, 676, 678, 680, 682, 684, 686, 688, 690, 692, 694, 696, 698, 700, 702, 704, 706, 708, 710, 712, 714, 716, 718, 720, 722, 724, 726, 728, 730, 732, 734, 736, 738, 740, 742, 744, 746, 748, 750, 752, 754, 756, 758, 760, 762, 764, 766, 768, 770, 772, 774, 776, 778, 780, 782, 784, 786, 788, 790, 792, 794, 796, 798, 800, 802, 804, 806, 808, 810, 812, 814, 816, 818, 820, 822, 824, 826, 828, 830, 832, 834, 836, 838, 840, 842, 844, 846, 848, 850, 852, 854, 856, 858, 860, 862, 864, 866, 868, 870, 872, 874, 876, 878, 880, 882, 884, 886, 888, 890, 892, 894, 896, 898, 900, 902, 904, 906, 908, 910, 912, 914, 916, 918, 920, 922, 924, 926, 928, 930, 932, 934, 936, 938, 940, 942, 944, 946, 948, 950, 952, 954, 956, 958, 960, 962, 964, 966, 968, 970, 972, 974, 976, 978, 980, 982, 984, 986, 988, 990, 992, 994, 996, 998, 1000, 1002, 1004, 1006, 1008, 1010, 1012, 1014, 1016, 1018, 1020, 1022, 1024, 1026, 1028, 1030, 1032, 1034, 1036, 1038, 1040, 1042, 1044, 1046, 1048, 1050, 1052, 1054, 1056, 1058, 1060, 1062, 1064, 1066, 1068, 1070, 1072, 1074, 1076, 1078, 1080, 1082, 1084, 1086, 1088, 1090, 1092, 1094, 1096, 1098, 1100, 1102, 1104, 1106, 1108, 1110, 1112, 1114, 1116, 1118, 1120, 1122, 1124, 1126, 1128, 1130, 1132, 1134, 1136, 1138, 1140, 1142, 1144, 1146, 1148, 1150, 1152, 1154, 1156, 1158, 1160, 1162, 1164, 1166, 1168, 1170, 1172, 1174, 1176, 1178, 1180, 1182, 1184, 1186, 1188, 1190, 1192, 1194, 1196, 1198, 1200, 1202, 1204, 1206, 1208, 1210, 1212, 1214, 1216, 1218, 1220, 1222, 1224, 1226, 1228, 1230, 1232, 1234, 1236, 1238, 1240, 1242, 1244, 1246, 1248, 1250, 1252, 1254, 1256, 1258, 1260, 1262, 1264, 1266, 1268, 1270, 1272, 1274, 1276, 1278, 1280, 1282, 1284, 1286, 1288, 1290, 1292, 1294, 1296, 1298, 1300, 1302, 1304, 1306, 1308, 1310, 1312, 1314, 1316, 1318, 1320, 1322, 1324, 1326, 1328, 1330, 1332, 1334, 1336, 1338, 1340, 1342, 1344, 1346, 1348, 1350, 1352, 1354, 1356, 1358, 1360, 1362, 1364, 1366, 1368, 1370, 1372, 1374, 1376, 1378, 1380, 1382, 1384, 1386, 1388, 1390, 1392, 1394, 1396, 1398, 1400, 1402, 1404, 1406, 1408, 1410, 1412, 1414, 1416, 1418, 1420, 1422, 1424, 1426, 1428, 1430, 1432, 1434, 1436, 1438, 1440, 1442, 1444, 1446, 1448, 1450, 1452, 1454, 1456, 1458, 1460, 1462, 1464, 1466, 1468, 1470, 1472, 1474, 1476, 1478, 1480, 1482, 1484, 1486, 1488, 1490, 1492, 1494, 1496, 1498, 1500, 1502, 1504, 1506, 1508, 1510, 1512, 1514, 1516, 1518, 1520, 1522, 1524, 1526, 1528, 1530, 1532, 1534, 1536, 1538, 1540, 1542, 1544, 1546, 1548, 1550, 1552, 1554, 1556, 1558, 1560, 1562, 1564, 1566, 1568, 1570, 1572, 1574, 1576, 1578, 1580, 1582, 1584, 1586, 1588, 1590, 1592, 1594, 1596, 1598, 1600, 1602, 1604, 1606, 1608, 1610, 1612, 1614, 1616, 1618, 1620, 1622, 1624, 1626, 1628, 1630, 1632, 1634, 1636, 1638, 1640, 1642, 1644, 1646, 1648, 1650, 1652, 1654, 1656, 1658, 1660, 1662, 1664, 1666, 1668, 1670, 1672, 1674, 1676, 1678, 1680, 1682, 1684, 1686, 1688, 1690, 1692, 1694, 1696, 1698, 1700, 1702, 1704, 1706, 1708, 1710, 1712, 1714, 1716, 1718, 1720, 1722, 1724, 1726, 1728, 1730, 1732, 1734, 1736, 1738, 1740, 1742, 1744, 1746, 1748, 1750, 1752, 1754, 1756, 1758, 1760, 1762, 1764, 1766, 1768, 1770, 1772, 1774, 1776, 1778, 1780, 1782, 1784, 1786, 1788, 1790, 1792, 1794, 1796, 1798, 1800, 1802, 1804, 1806, 1808, 1810, 1812, 1814, 1816, 1818, 1820, 1822, 1824, 1826, 1828, 1830, 1832, 1834, 1836, 1838, 1840, 1842, 1844, 1846, 1848, 1850, 1852, 1854, 1856, 1858, 1860, 1862, 1864, 1866, 1868, 1870, 1872, 1874, 1876, 1878, 1880, 1882, 1884, 1886, 1888, 1890, 1892, 1894, 1896, 1898, 1900, 1902, 1904, 1906, 1908, 1910, 1912, 1914, 1916, 1918, 1920, 1922, 1924, 1926, 1928, 1930, 1932, 1934, 1936, 1938, 1940, 1942, 1944, 1946, 1948, 1950, 1952, 1954, 1956, 1958, 1960, 1962, 1964, 1966, 1968, 1970, 1972, 1974, 1976, 1978, 1980, 1982, 1984, 1986, 1988, 1990, 1992, 1994, 1996, 1998, 2000, 2002, 2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020, 2022, 2024, 2026, 2028, 2030, 2032, 2034, 2036, 2038, 2040, 2042, 2044, 2046, 2048, 2050, 2052, 2054, 2056, 2058, 2060, 2062, 2064, 2066, 2068, 2070, 2072, 2074, 2076, 2078, 2080, 2082, 2084, 2086, 2088, 2090, 2092, 2094, 2096, 2098, 2100, 2102, 2104, 2106, 2108, 2110, 2112, 2114, 2116, 2118, 2120, 2122, 2124, 2126, 2128, 2130, 2132, 2134, 2136, 2138, 2140, 2142, 2144, 2146, 2148, 2150, 2152, 2154, 2156, 2158, 2160, 2162, 2164, 2166, 2168, 2170, 2172, 2174, 2176, 2178, 2180, 2182, 2184, 2186, 2188, 2190, 2192, 2194, 2196, 2198, 2200, 2202, 2204, 2206, 2208, 2210, 2212, 2214, 2216, 2218, 2220, 2222, 2224, 2226, 2228, 2230, 2232, 2234, 2236, 2238, 2240, 2242, 2244, 2246, 2248, 2250, 2252, 2254, 2256, 2258, 2260, 2262, 2264, 2266, 2268, 2270, 2272, 2274, 2276, 2278, 2280, 2282, 2284, 2286, 2288, 2290, 2292, 2294, 2296, 2298, 2300, 2302, 2304, 2306, 2308, 2310, 2312, 2314, 2316, 2318, 2320, 2322, 2324, 2326, 2328, 2330, 2332, 2334, 2336, 2338, 2340, 2342, 2344, 2346, 2348, 2350, 2352, 2354, 2356, 2358, 2360, 2362, 2364, 2366, 2368, 2370, 2372, 2374, 2376, 2378, 2380, 2382, 2384, 2386, 2388, 2390, 2392, 2394, 2396, 2398, 2400, 2402, 2404, 2406, 2408, 2410, 2412, 2414, 2416, 2418, 2420, 2422, 2424, 2426, 2428, 2430, 2432, 2434, 2436, 2438, 2440, 2442, 2444, 2446, 2448, 2450, 2452, 2454, 2456, 2458, 2460, 2462, 2464, 2466, 2468, 2470, 2472, 2474, 2476, 2478, 2480, 2482, 2484, 2486, 2488, 2490, 2492, 2494, 2496, 2498, 2500, 2502, 2504, 2506, 2508, 2510, 2512, 2514, 2516, 2518, 2520, 2522, 2524, 2526, 2528, 2530, 2532, 2534, 2536, 2538, 2540, 2542, 2544, 2546, 2548, 2550, 2552, 2554, 2556, 2558, 2560, 2562, 2564, 2566, 2568, 2570, 2572, 2574, 2576, 2578, 2580, 2582, 2584, 2586, 2588, 2590, 2592, 2594, 2596, 2598, 2600, 2602, 2604, 2606, 2608, 2610, 2612, 2614, 2616, 2618, 2620, 2622, 2624, 2626, 2628, 2630, 2632, 2634, 2636, 2638, 2640, 2642, 2644, 2646, 2648, 2650, 2652, 2654, 2656, 2658, 2660, 2662, 2664, 2666, 2668, 2670, 2672, 2674, 2676, 2678, 2680, 2682, 2684, 2686, 2688, 2690, 2692, 2694, 2696, 2698, 2700, 2702, 2704, 2706, 2708, 2710, 2712, 2714, 2716, 2718, 2720, 2722, 2724, 2726, 2728, 2730, 2732, 2734, 2736, 2738, 2740, 2742, 2744, 2746, 2748, 2750, 2752, 2754, 2756, 2758, 2760, 2762, 2764, 2766, 2768, 2770, 2772, 2774, 2776, 2778, 2780, 2782, 2784, 2786, 2788, 2790, 2792, 2794, 2796, 2798, 2800, 2802, 2804, 2806, 2808, 2810, 2812, 2814, 2816, 2818, 2820, 2822, 2824, 2826, 2828, 2830, 2832, 2834, 2836, 2838, 2840, 2842, 2844, 2846, 2848, 2850, 2852, 2854, 2856, 2858, 2860, 2862, 2864, 2866, 2868, 2870, 2872, 2874, 2876, 2878, 2880, 2882, 2884, 2886, 2888, 2890, 2892, 2894, 2896, 2898, 2900, 2902, 2904, 2906, 2908, 2910, 2912, 2914, 2916, 2918, 2920, 2922, 2924, 2926, 2928, 2930, 2932, 2934, 2936, 2938, 2940, 2942, 2944, 2946, 2948, 2950, 2952, 2954, 2956, 2958, 2960, 2962, 2964, 2966, 2968, 2970, 2972, 2974, 2976, 2978, 2980, 2982, 2984, 2986, 2988, 2990, 2992, 2994, 2996, 2998, 3000, 3002, 3004, 3006, 3008, 3010, 3012, 3014, 3016, 3018, 3020, 3022, 3024, 3026, 3028, 3030, 3032, 3034, 3036, 3038, 3040, 3042, 3044, 3046, 3048, 3050, 3052, 3054, 3056, 3058, 3060, 3062, 3064, 3066, 3068, 3070, 3072, 3074, 3076, 3078, 3080, 3082, 3084, 3086, 3088, 3090, 3092, 3094, 3096, 3098, 3100, 3102, 3104, 3106, 3108, 3110, 3112, 3114, 3116, 3118, 3120, 3122, 3124, 3126, 3128, 3130, 3132, 3134, 3136, 3138, 3140, 3142, 3144, 3146, 3148, 3150, 3152, 3154, 3156, 3158, 3160, 3162, 3164, 3166, 3168, 3170, 3172, 3174, 3176, 3178, 3180, 3182, 3184, 3186, 3188, 3190, 3192, 3194, 3196, 3198, 3200, 3202, 3204, 3206, 3208, 3210, 3212, 3214, 3216, 3218, 3220, 3222, 3224, 3226, 3228, 3230, 3232, 3234, 3236, 3238, 3240, 3242, 3244, 3246, 3248, 3250, 3252, 3254, 3256, 3258, 3260, 3262, 3264, 3266, 3268, 3270, 3272, 3274, 3276, 3278, 3280, 3282, 3284, 3286, 3288, 3290, 3292, 3294, 3296, 3298, 3300, 3302, 3304, 3306, 3308, 3310, 3312, 3314, 3316, 3318, 3320, 3322, 3324, 3326, 3328, 3330, 3332, 3334, 3336, 3338, 3340, 3342, 3344, 3346, 3348, 3350, 3352, 3354, 3356, 3358, 3360, 3362, 3364, 3366, 3368, 3370, 3372, 3374, 3376, 3378, 3380, 3382, 3384, 3386, 3388, 3390, 3392, 3394, 3396, 3398, 3400, 3402, 3404, 3406, 3408, 3410, 3412, 3414, 3416, 3418, 3420, 3422, 3424, 3426, 3428, 3430, 3432, 3434, 3436, 3438, 3440, 3442, 3444, 3446, 3448, 3450, 3452, 3454, 3456, 3458, 3460, 3462, 3464, 3466, 3468, 3470, 3472, 3474, 3476, 3478, 3480, 3482, 3484, 3486, 3488, 3490, 3492, 3494, 3496, 3498, 3500, 3502, 3504, 3506, 3508, 3510, 3512, 3514, 3516, 3518, 3520, 3522, 3524, 3526, 3528, 3530, 3532, 3534, 3536, 3538, 3540, 3542, 3544, 3546, 3548, 3550, 3552, 3554, 3556, 3558, 3560, 3562, 3564, 3566, 3568, 3570, 3572, 3574, 3576, 3578, 3580, 3582, 3584, 3586, 3588, 3590, 3592, 3594, 3596, 3598, 3600, 3602, 3604, 3606, 3608, 3610, 3612, 3614, 3616, 3618, 3620, 3622, 3624, 3626, 3628, 3630, 3632, 3634, 3636, 3638, 3640, 3642, 3644, 3646, 3648, 3650, 3652, 3654, 3656, 3658, 3660, 3662, 3664, 3666, 3668, 3670, 3672, 3674, 3676, 3678, 3680, 3682, 3684, 3686, 3688, 3690, 3692, 3694, 3696, 3698, 3700, 3702, 3704, 3706, 3708, 3710, 3712, 3714, 3716, 3718, 3720, 3722, 3724, 3726, 3728, 3730, 3732, 3734, 3736, 3738, 3740, 3742, 3744, 3746, 3748, 3750, 3752, 3754, 3756, 3758, 3760, 3762, 3764, 3766, 3768, 3770, 3772, 3774, 3776, 3778, 3780, 3782, 3784, 3786, 3788, 3790, 3792, 3794, 3796, 3798, 3800, 3802, 3804, 3806, 3808, 3810, 3812, 3814, 3816, 3818, 3820, 3822, 3824, 3826, 3828, 3830, 3832, 3834, 3836, 3838, 3840, 3842, 3844, 3846, 3848, 3850, 3852, 3854, 3856, 3858, 3860, 3862, 3864, 3866, 3868, 3870, 3872, 3874, 3876, 3878, 3880, 3882, 3884, 3886, 3888, 3890, 3892, 3894, 3896, 3898, 3900, 3902, 3904, 3906, 3908, 3910, 3912, 3914, 3916, 3918, 3920, 3922, 3924, 3926, 3928, 3930, 3932, 3934, 3936, 3938, 3940, 3942, 3944, 3946, 3948, 3950, 3952, 3954, 3956, 3958, 3960, 3962, 3964, 3966, 3968, 3970, 3972, 3974, 3976, 3978, 3980, 3982, 3984, 3986, 3988, 3990, 3992, 3994, 3996, 3998, 4000, 4002, 4004, 4006, 4008, 4010, 4012, 4014, 4016, 4018, 4020, 4022, 4024, 4026, 4028, 4030, 4032, 4034, 4036, 4038, 4040, 4042, 4044, 4046, 4048, 4050, 4052, 4054, 4056, 4058, 4060, 4062, 4064, 4066, 4068, 4070, 4072, 4074, 4076, 4078, 4080, 4082, 4084, 4086, 4088, 4090, 4092, 4094, 4096, 4098, 4100, 4102, 4104, 4106, 4108, 4110, 4112, 4114, 4116, 4118, 4120, 4122, 4124, 4126, 4128, 4130, 4132, 4134, 4136, 4138, 4140, 4142, 4144, 4146, 4148, 4150, 4152, 4154, 4156, 4158, 4160, 4162, 4164, 4166, 4168, 4170, 4172, 4174, 4176, 4178, 4180, 4182, 4184, 4186, 4188, 4190, 4192, 4194, 4196, 4198, 4200, 4202, 4204, 4206, 4208, 4210, 4212, 4214, 4216, 4218, 4220, 4222, 4224, 4226, 4228, 4230, 4232, 4234, 4236, 4238, 4240, 4242, 4244, 4246, 4248, 4250,																	

	DESCRIPTION OF PRODUCT	Bound Tree	Buy Indian Medical	Emed Medical	Life Assist	McKesson	First Line Gloves	Kentron	Matrix Henry Schein	Midwest Medical Supply	Moore Medical	Bio Seal Medical 3 weeks delivery	P.M.I.	School Health	United Medical Supplies	Southern Safety Sales	Quadmed	Southeastern Emergency
166	NUBAIN; 10MG/1ML VIAL - NOT AMPULES	1.48 - 2				0.91			13.23 - 3									
167	OB KIT, W/ SEALED POUCH AND CARDBOARD BOX CONTAINER. MORRISON	12.5				10.85 - 4			10.24 - 2	7.04 - 1		DNMS					10.34 - 3	
168	ORAL PHARYNGEAL AIRWAYS - SIZE RANGES: 50 60 70 80 & 100	DNMS	0.33			0.24		0.16	0.13 - 1	0.14 - 3	0.14 - 2		DNMS	1.95			0.2	0.15 - 4
	Picked Moore over Midwest due to known History of good service with Moore																	
169	OXYGEN BAG VALVE MASK TO NEBULIZER CONNECT KIT: to CONTAIN ALL	2.27 - 1	3.82 - 4						3.70 - 3								3.45 - 2	
170	CYLINDER WRENCH, SMALL, ALUMINUM ONLY (NOT PLASTIC)	1.52 - 2				3.78		1.69 - 4	1.55 - 3	2.48	2.74						1.99	1.17 - 1
171	CYLINDER LOADING SYSTEM (O2X OXYGEN)								1387.10 - 2								1116.38 - 1	
172	CYLINDER REGULATOR WRENCH, ALUMINUM 6ml																4.95 - 1	
173	OXYGEN CYLINDER MOUNT, FOR MOUNTING ONE "D" CYL BOTTLE	27.43 - 1							84.07 - 3	64.68 - 2							214.66 - 4	
174	OXYGEN CYLINDER MOUNT, FOR MOUNTING TWO "D" CYL	55.79 - 1							84.07 - 2	145.30 - 4							133.62 - 3	
175	OXYGEN CYLINDER MOUNT, FOR MOUNTING ONE OR TWO "D" CYL								119.54 - 1									
176	OXYGEN CYLINDER SLEEVE, SOFT BAG, WITH VELCRO	20.35 - 3							16.54 - 1				19.95 - 2				28.74 - 4	88.514

	DESCRIPTION OF PRODUCT	Bound Tree	Buy Indian Medical	Emed Medical	Life Assist	McKesson	First Line Gloves	Kentron	Matrix Henry Schein	Midwest Medical Supply	Moore Medical	Bio Seal Medical weeks delivery 3	P.M.I.	School Health	United Medical Supplies	Southern Safety Sales	Quadmed	Southeastern Emergency
177	OXYGEN FLOW METER WALL OUTLET ADAPTER: OHIO OXYGEN; 1/2"	12.15 - 2				129.75 - 4		35.99 - 3	11.40 - 1									
178	PRECISION FLOW CONTROL VALVE/ FIXED FLOW RATE SETTINGS	52.44 - 2							DNMS								34.25 - 1	
179	REPLACEMENT OXYGEN TREE - PLASTIC	0.41 - 3				0.517		0.49 - 4	0.89	0.37 - 2			0.59				0.59	0.33 - 1
180	NEBULIZER W/ MASK - CHILD SIZE (HUDSON DCI # 1896 1707)	1.52 - 3	2.54			0.822 - 1			1.7	1.43 - 2			2.05					1.52 - 4
181	NEBULIZER W/ MASK - ADULT SIZE (HUDSON DCI # 1896 1706)	0.88 - 1	2.33			1.261 - 3			1.61	1.22 - 2	64.17		1.28 - 4					1.37
182	NEBULIZER, WITH TUBING, MOUTH PIECE, OXYGEN SUPPLY	0.66 - 1	1.67			1.44			1.14	0.86 - 4	43.73		1.07			0.85 - 2 local service		0.85 - 3
183	PRESSURE REGULATOR FOR "D" SIZE TANK, 0-25 LPM	40.85 - 1						99.00 - 3	150.95	43.53 - 2			215				118.75 - 4	
184	PRESSURE REGULATOR, HIGH FLOW; FOR "K" SIZE	52.44 - 1						69.00 - 3	134.59	61.46 - 2							74.25 - 4	
185	SUPPLY TUBING, UNIVERSAL (APPROX. 7 feet length)	0.28 - 3 can order by case				0.285		0.27 - 2	0.28 - 4 must order by individual	0.23 - 1			0.4				0.31	0.32
186	PARA SHIELD FACE SHIELD WITH MASK	0.742 - 1	1.34 - 2					1.79 - 3									3.84 - 4	
187	PENLIGHT, DISPOSABLE:W/ POCKET CLIP AND WHITE LIGHT	0.61 - 3	1.41			1.17		0.49 - 1	0.64 - 4	0.77	0.593 - 2		0.6616	0.788	1.075		0.75	0.66
188	FELLOW CASES, DISPOSABLE - PAPER COVERED (TIDI BRAND, by BANTA	0.282	0.32			0.346		0.25 - 3	0.27 - 4	0.323	0.3103		0.33	0.2209 - 2		0.23 - 1	0.31	

	DESCRIPTION OF PRODUCT	Bound Tree	Buy Indian Medical	Emed Medical	Life Assist	McKesson	First Line Gloves	Kentron	Matrix Henry Schein	Midwest Medical Supply	Moore Medical	Bio Seal Medical 3 weeks delivery	P.M.I.	School Health	United Medical Supplies	Southern Safety Sales	Quadmed	Southeastern Emergency
	Southern Safety Sales chosen to purchase all disposable linens																	
189	PILLOWS, DISPOSABLE: (mimum size) 21 oz. or larger. Send sample	DNMS to small				DNMS no sample			DNMS to small	DNMS no sample				DNMS no sample			1.98 - 1	
190	PILLOWS, DISPOSABLE; INFLATEABLE	0.45 - 2				22.48			wrong item listed	0.238 - 1	0.552 - 4						0.471 - 3	
191	PILLOWS, MEDLINE NYLEX ULTRA (MDT 219716); NON-DISPOSABLE @	6.77 - 2				DNMS not Medline			4.60 - 1					8.86 - 4			6.95 - 3	
192	PITOCIN (OXYTOCIN) 10 UNITS VIAL Non Refrigerated Style only	2.93 - 3				7.797			1.33 - 1	5.677 - 4								1.40 - 2
193	PROVIDINE IODINE PREP PADS	0.032	0.0463			0.043			0.03 - 3	0.0283 - 2	0.028 - 1			0.0413	0.0361		0.32	0.031 - 4
194	RAINCOATS w/ HOODS AND EMS LOGO, 48" PVC VINYL or longer: Size: Sm to																	
195	RAZOR, SHAVE PREP, 2 SIDED, NON STERILE, FIXED HEAD Medline #					0.282 - 3			0.30 - 4	0.414		0.4					0.184 - 1	0.236 - 2
196	REPLACEMENT MANOMETER, FOR BP CUFF	7.32 - 2				7.68 - 4		3.59 - 1	10.36	7.42 - 3							10.06	8.85
197	RES-CUE PUMP, HAND HELD SUCTION UNIT.	36.14 - 2				49.55			36.78 - 3	41.17	37.09		29.95 - 1			37.00 - 4	49.13	37.94
198	RES-CUE PUMP, HAND HELD SUCTION REPLACEMENT CANISTERS	7.20 - 2				8.934			7.30 - 3	8.05	7.36		8.50 - 1			7.28 - 4	9.02	7.62
	Above two items chosen to keep one supplier for both items.																	

	DESCRIPTION OF PRODUCT	Bound Tree	Buy Indian Medical	Emed Medical	Life Assist	McKesson	First Line Gloves	Kentron	Matrix Henry Schein	Midwest Medical Supply	Moore Medical	Bio Seal Medical 3 weeks delivery	P.M.I.	School Health	United Medical Supplies	Southern Safety Sales	Quadmed	Southeastern Emergency
199	ResQPOD CIRCULATORY ENHANCER	73.66 - 1				140.544 - 2												
200	RING CUTTER	5.27	18.6			7.07		3.69 - 3	3.57 - 2	6.84	5.28	13	4.44	11.79			2.93 - 1	4.27 - 4
201	ROCURONIUM 10MG/ML IN 10ML VIALS (TOTAL 100MG PER VIAL)	9.02 - 3				6.961 - 1			7.54 - 2									11.95 - 4
202	SALEM SUMP TUBES, DOUBLE LUMEN, SIZES: 12FR and 18FR. (w/o expiration)	2.3	1.86 - 4			1.98			1.69 - 1	1.77 - 3							1.76 - 2	
203	SCOOP STRETCHER: FERNO MODEL 65	384.15 - 2			522.00 - 4	588.39		249.00 - 1	516.91 - 3	617.81			585				575	607.32
204	SHARPS CONTAINER - 5 QUART, KENDALL SHARPS-A-GATOR POINT	4.23				2.32 - 2			2.45 - 3	2.68	2.63			6.59			2.65 - 4	2.57 - 1
205	SHARPS CONTAINER - 8 QUART, KENDALL SHARPS-A-GATOR POINT	3.17				2.26 - 2			2.77 - 3	4.97				5.46			3.79 - 4	3.06 - 1
206	SHARPS CONTAINER HIDDEN BRACKET W/ INDIVIDUAL KEY	4.59				4.083 - 2			4.03 - 3	4.377							4.43 - 4	1.005 - 1
	Above 3 times chosen to purchase all from one vendor.																	
207	SHARPS SHUTTLE, by SAGE: SINGLE USE CONTAINERS (15" SODIUM BICARB.	1.6				1.71			1.46 - 3 must order by each	1.55	1.46 - 2 can order by case		1.76	1.69			1.44 - 1	1.52 - 4 can order by case
208	8.4 % 50 ML; (NEEDLELESS) W/ LUER LOCK DES	2.52 - 1				2.70 - 3			2.58 - 2	3.746								3.13 - 4
209	SODIUM BICARB. 8.4 % 50 ML FLIP TOP VIAL	0.72 - 2				0.734 - 3			0.63 - 1	1.1332								0.89 - 4

	DESCRIPTION OF PRODUCT	Bound Tree	Buy Indian Medical	Emed Medical	Life Assist	McKesson	First Line Gloves	Kentron	Matrix Henry Schein	Midwest Medical Supply	Moore Medical	Bio Seal Medical 3 weeks delivery	P.M.I.	School Health	United Medical Supplies	Southern Safety Sales	Quadmed	Southeastern Emergency
210	SOFT RESTRAINTS, COMMERCIAL. TO SECURE SOFT PAFFET	3.28 - 4							3.14 - 3	2.82 - 2							2.76 - 1	4.76
211	SUCTION CATHETERS; SIZES 8FR, 10, 14FR, 18FR. PURPOSE	0.18 - 1				0.386			0.33	0.21 - 3 can order by case	0.45		0.29				0.21 - 4 order by each.	0.21 - 2 can order by case and past Hx.
212	EMERGENCY.WA TERPROOF, MALLEABLE	4.88 - 3				7.214		3.25 - 1	5.14	5.58	6.39		7.69	12.19			4.95 - 4	3.80 - 2
213	SPLINTS 15"-18", PADDED WOOD BOARD (not I.V. Arm Board)	2.02 - 3				2.84		2.45 - 4	3.22	2.65	1.83 - 1						2.01 - 2	2.62
214	SPLINTS 36", PADDED WOOD BOARD	5.05				26.63		4.25	4.89	4.24 - 4	2.94 - 1						3.22 - 2	4.20 - 3
215	SPLINTS 54", PADDED WOOD BOARD	6.7				36.23		5.29 - 3	6.29	6.39	3.89 - 1						4.66 - 2	6.15 - 4
216	SPLINTS 9", PADDED I.V. ARM BOARD	0.51 - 2				0.45 - 1			0.6	0.52 - 3	4.02		0.69				0.53 - 4	0.64
217	STERILE WATER FOR INJECTION, 10ML VIAL	0.40 - 2				0.405 - 3			0.37 - 1	0.906 - 4								
218	STERILE WATER FOR IRRIGATION, not for INJECTION: 250 CC BOTTLES	0.99 - 2				1.17 - 3			0.92 - 1	1.306	1.44		2.25					1.19 - 4
219	STETHOSCOPE DUAL HEAD, GENERIC	3.89	5.11			8		2.65 - 2	3.32	1.80 - 1	2.89 - 3	8.33	4.37	4.06			2.99 - 4	3.68
220	STETHOSCOPE, PEDIATRIC SERIES	4.49 - 3	6.4			5.38		2.45 - 1	4.73	4.72 - 4	3.57 - 2		84.93	83.94			6.49	27.38
221	STRETCHER NET FOR FERNO MODEL 93 ES (HARTWELL MEDICAL CATCH								60.93 - 3	69.12 - 4							60.34 - 2	58.62 - 1

	DESCRIPTION OF PRODUCT	Bound Tree	Buy Indian Medical	Emed Medical	Life Assist	McKesson	First Line Gloves	Kentron	Matrix Henry Schein	Midwest Medical Supply	Moore Medical	Bio Seal Medical 3 weeks delivery	P.M.I.	School Health	United Medical Supplies	Southern Safety Sales	Quadmed	Southeastern Emergency
222	STRETCHER REPLACEMENT STRAP; FERNO - TO SECURE								15.43 - 3	7.53 - 1							8.24 - 2	
223	STRETCHER REPLACEMENT STRAP; FERNO - THE CHEST								56.29 - 3	31.86 - 2							26.26 - 1	
224	STRETCHER STRAP SHEET, FLAT TOP, DISPOSABLE; 40" X 72" (GRAHAM	0.61 - 3	0.43			0.345			0.35 - 4	0.331 - 2						0.318 - 1	0.439	
225	STRETCHER SHEET; SNUGFIT, NON-WOVEN, FITTED BOTTOM WITH ELASTIC	0.659 - 3	1.08			1.061			0.98 - 4	0.934 - 2			1.083			0.814 - 1	0.98	1.103
	ABOVE 2 Items chosen to purchase same brand from one vendor, includes																	
226	SLIP by MALLINCKRODT; with malleable aluminum; SATIN	1.73 - 1				2.369			2.2	1.77 - 2							1.839 - 3	1.88 - 4
227	SLIP by MALLINCKRODT; with malleable aluminum	1.73 - 1				2.369			2.2	1.77 - 2							1.839 - 3	1.88 - 4
228	SUCCINYLCHOLINE (ANECTINE) 200 MG / 10ML VIALS (MUST BE	2.83				2.32 - 3			2.05 - 1	2.556 - 4			6.95					2.25 - 2
229	SUCTION CONTAINERS; DISPOSABLE 1200 CC	1.71 - 1	5.88			2.666		3.09	2.33 - 3	2.32 - 2	2.49 - 4		3.5				2.65	2.69
230	SUCTION TIP, HI-D "BIG STICK" by SSCOR part # 44241 W/	1.60 - 2				1.637 - 3			1.96	1.98	8.33						1.84 - 4	1.51 - 1
231	CONTRON VENT 5/16" (inside diameter tubing) X 6' W/ MOLDED	0.76 - 2				0.642 - 1			0.94 - 3	DNMS								
232	SEMULE, BATTERY POWERED: S-SCORT III MODEL 74000 W/ TWO	500 - 1				518.75 - 2					523.28 - 4						599.95	523.25 - 3

	DESCRIPTION OF PRODUCT	Bound Tree	Buy Indian Medical	Emed Medical	Life Assist	McKesson	First Line Gloves	Kentron	Matrix Henry Schein	Midwest Medical Supply	Moore Medical	Bio Seal Medical weeks delivery 3	P.M.I.	School Health	United Medical Supplies	Southern Safety Sales	Quadmed	Southeastern Emergency
233	SUCTION, REPLACEMENT BATTERY FOR S-SCORT III (both Suction, 20622-1)	29.88 - 2				30.63 - 3											32.39 - 4	28.85 - 1
234	REPLACEMENT CHARGER (110VAC TO 17VDC) LOPS	58.90 - 1				60.38 - 3											60.15 - 2	
235	SLIP TIP without needle, packaged 5 to a strip, 100 to a box, w/o expiration dates	0.072 - 2	0.09			0.079 - 4			0.08	0.073 - 3							0.793	0.069 - 1
236	CC - LUER LOCK without needle; packaged 5 to a strip, 100 to a box, w/o expiration dates	0.114	0.17			0.108 - 4			0.07 - 1	0.087 - 2							0.111	0.098 - 3
237	SLIP TIP, without needle; packaged (MINIMUM) 40 to a box, w/o expiration dates	0.293	0.41			0.234 - 3			0.21 - 1	0.246 - 4							0.321	0.217 - 2
238	CC - LUER LOCK without needle, packaged 5 to a strip, 100 to a box, w/o expiration dates	0.054 - 3	0.09			0.061			0.05 - 2	0.045 - 1							0.064	0.056 - 4
239	CC - SLIP TIP without needle. w/o expiration dates	0.42	0.51			0.268 - 2			0.25 - 1	0.332 - 3							0.35 - 4	0.355
240	CC - CATHETER TIP without needle. w/o expiration dates	0.5	0.56			0.416 - 3			0.38 - 1	0.391 - 2							10.7	0.42 - 4
241	CC - LUER LOCK without needle. w/o expiration dates	0.447	0.52			0.384 - 2			0.32 - 1	0.43 - 4							0.514	0.42 - 3
242	SYRINGE, 60CC - SLIP TIP without needle. w/o expiration dates	0.52 - 4				0.40 - 1			0.78	0.43 - 3								0.42 - 2
243	TAPE 1" HYPOALLERGENIC CLOTH (NOT PAPER TAPE)	0.63	0.92			0.734		0.508 - 1	0.64	0.615	0.546 - 2		0.663	0.591 - 3	0.615		0.64	0.602 - 4
244	TAPE 2" HYPOALLERGENIC CLOTH (NOT PAPER TAPE)	41.27	1.84			0.734 - 2		1.017 - 3	1.27	1.23	0.641 - 1		1.325	1.315	1.229		1.278	1.21 - 4

	DESCRIPTION OF PRODUCT	Bound Tree	Buy Indian Medical	Emed Medical	Life Assist	McKesson	First Line Gloves	Kentron	Matrix Henry Schein	Midwest Medical Supply	Moore Medical	Bio Seal Medical 3 weeks delivery	P.M.I.	School Health	United Medical Supplies	Southern Safety Sales	Quadmed	Southeastern Emergency
245	TARP WITH STRAPS, HEAVY DUTY, REUSEABLE; for	61.71 - 3				94			85.32 - 4				17.38 - 1				18.99 - 2	208.16
246	HYGROMETER COVERS, for ELECTRONIC (DIGITAL)	0.024	0.06			0.031		0.024	0.03	0.0205 - 1			0.0218 - 2	0.0231 - 4			0.17	0.022 - 3
247	THERMOMETER, ELECTRONIC (DIGITAL), W/ BLUE MARKINGS	4.66 - 4				2.75 - 2			3.04 - 1	3.36 - 3			2.19	2.84			2.14	3.13
248	INDICATING THERMOMETER, ELECTRONIC (DIGITAL), W/ RED MARKINGS	3.61 - 4				3.39 - 2			3.03 - 1	3.36 - 3								
	Above 2 items chosen to purchase both from the same vendor																	
249	THERMOMETER, TEMPORAL ARTERY, HOSPITAL OR DOCTOR OFFICE	DNMS				371.88 - 2				DNMS	330.56 - 1		DNMS	DNMS				
250	TINCTURE OF BENZOIN; SWAB AMPULES	0.188 - 2				0.213 - 4			0.21 - 3		0.179 - 1			0.218				0.215
251	TINCTURE OF BENZOIN; SWABSTICKS	0.778				0.183 - 4			0.16 - 1	0.183	0.171 - 2		0.2278	0.192			0.209	0.177 - 3
252	TOURNIQUET, NON-LATEX (PRE-PACKAGED IN BUNDLES OF 50)	0.178				0.356			0.12 - 2	DNMS	0.129 - 4	too long delivery times	0.0836 - 1				0.123 - 3	
253	TRACTION SPLINT, KENDRICK: ADJUSTABLE/FO	90.95							89.06 - 4	99.81	82.87 - 3		99.5				63.22 - 1	64.16 - 2
254	TRACTION SPLINT, FARE TECH ADJUSTABLE;	189.16				275.89			98.29 - 1	123.88 - 2	130.00 - 3		196.25				132.30 - 4	134.5
255	TRACTION SPLINT, FARE TECH ADJUSTABLE; CHILD	189.16				275.89			98.07 - 1	123.88 - 2	130.00 - 3		196.25				132.30 - 4	134.5

	DESCRIPTION OF PRODUCT	Bound Tree	Buy Indian Medical	Emed Medical	Life Assist	McKesson	First Line Gloves	Kentron	Matrix Henry Schein	Midwest Medical Supply	Moore Medical	Bio Seal Medical 3 weeks delivery	P.M.I.	School Health	United Medical Supplies	Southern Safety Sales	Quadmed	Southeastern Emergency
256	TRAUMA BAG WITH THREE EXTERIOR POCKETS AND DIVIDED TRIANGULAR BANDAGES, MUSLIN CLOTH 54" X 27" (W / O SAFETY PINS)	45.12 - 3				55.15		99	52.39 - 4	94.65			69.35				39.98 - 2	33.35 - 1
257	TUBEX INJECTOR	0.21 - 1				0.335			0.22 - 3	0.213 - 2	0.235 - 4		0.29	0.3			0.345	
258	VALIUM (DIAZEPAM - BIDDER TO SPECIFY WHICH) 10MG/2ML	0.01 - 1							0.09 - 2									
259	VENICE (BRAND) ADULT 3" X 2.5" IV SITE SECURING DEVICE	2.70 - 2				2.971 - 3			2.27 - 1	4.314								3.10 - 4
260	VENICE (MIDAZOLAM - BIDDER TO SPECIFY WHICH) 10MG/2ML	0.364 - 3			0.38	0.49 - 4		0.29 - 1	0.38	0.386			DNMS				0.338 - 2	0.382
261	ZOPRAN (ONDANSETRON) 4MG/2ML VIALS - SINGLE DOSE UNITS	1.134 - 2				1.554 - 4			1.39 - 3	1.792								0.95 - 1
262	ZOPRAN (ONDANSETRON) 4MG,2ML	0.72 - 2				0.773 - 4			0.61 - 1	0.724 - 3			1.178					0.89
263	ISECURE PRE-FILLED SYRINGE	1.23 - 2				1.318 - 3			1.12 - 1	1.44			2					1.395 - 4

WILLIAMSON COUNTY

BID TABULATION

MEDICAL GRADE OXYGEN

ANNUAL CONTRACT

CONTRACT PERIOD: OCT 1, 2010 TO SEP 30, 2011

BID NUMBER: 11WCA030

Recommend Award To: Round Rock Welding (only one submittal received – solicitation was sent to 42+vendors)

	Round Rock Welding		
	Unit cost per cylinder	Refill Cost per cylinder	Lease Cost per cylinder
Exchange filled for empty cylinders - Steel Type "D"	no bid	4.25	.107/day
Exchange filled for empty cylinders - Lite steel Type "D"	no bid	4.25	.107/day
Exchange filled for empty - Aluminum Type "D"	no bid	4.25	.107/day
Exchange filled for empty cylinders - Steel Type "M"	no bid	6.95	.107/day
Inspection and certification of cylinders	no bid	n/a	n/a
Pick-up and Delivery of cylinders to site	no bid	7.50	7.50

Property and Casualty Insurance for Williamson County Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Jonathan Harris
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding proposals received for proposal # 11WCAP102, Property and Casualty Insurance for Williamson County, to the best proposer meeting specifications, Key & Piskuran Insurance Agency.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Summary Evaluation](#)

Link: [Affiliated FM Coverages](#)

Link: [Process Summary](#)

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 09/23/2010 10:38 AM
Final Approval Date: 09/24/2010

Evaluation Summary

PROPERTY AND CASUALTY INSURANCE FOR WILLIAMSON COUNTY

RFP# 11WCAP102

9/21/2010

RESPONDING VENDORS

Evaluators	Wells Fargo	Int. Placement Services	TAC	*K&P 1	**K&P 2	***K&P 3
Evaluator 1	3	4	5	1	6	2
Evaluator 2	4	5	3	1	6	2
Evaluator 3	3	6	4	1	5	2
Total Pts:	10	15	12	3	17	6
Place:	3rd	5th	4th	1st	6th	2nd

Each evaluator ranked each proposal submittal, with 1 being first place and 6 being sixth place.

All of the rankings were added for each submittal, which created total points. The submittal with the fewest points is the highest ranked (1st place), while the submittal with the most total points is the lowest ranked (6th place).

*K&P 1= Key & Piskuran Insurance Agency with Affiliated FM insurance company.

**K&P 2= Key & Piskuran Insurance Agency with Travelers insurance company.

***K&P 3= Key & Piskuran Insurance Agency with Lexington insurance company.

The evaluators in no particular order were Gary Wilson, Jonathan Harris, and Kathy Grimes.

Boiler & Machinery Breakdown Proposal

Proposing Insurer: Affiliated FM

Current A.M. Best Rating Level (i.e., A-): A+
 Current A.M. Best Financial Size (i.e., XV): XV
 Admitted/Non-Admitted in Texas: Admitted

DESCRIPTION	KPIA Property & Casualty Expiring Limits & Coverage	Proposed Limit or Included (I) or Not Included (NI)	COMMENTS
Includes all scheduled locations owned, operated or under the care, custody or control of Williamson County	Per listed locations	Per listed locations	
Comprehensive Equipment Breakdown Coverage Limit & Physical Damage	Policy Limits	Policy Limits	
Business Income	Included in \$500,000 BI limit in the Property policy	Included in \$500,000 BI limit in the Property policy	
Extra Expense	Included in \$500,000 Extra Expense limit in the Property policy	Included in \$500,000 Extra Expense limit in the Property policy	
Expediting Expense Limit	\$250,000	\$250,000	
Environmental, safety and efficiency improvements	N/A	N/A	
Hazardous Substance Limit	Policy Limits	Policy Limits	
CFC Refrigerants	Policy Limits	Policy Limits	
Water Damage Limit	Policy Limits	Policy Limits	
Spoilage Limit (perishable goods)	Policy Limits	Policy Limits	
Off-Premises Utility Service Interruption Limit	\$500,000 PD \$500,000 BI	\$500,000 PD \$500,000 BI	
Consequential Damage	Policy Limits	Policy Limits	

Joint-loss agreement with Property policy	N/A	N/A	
Data Restoration	Policy Limits	Policy Limits	
Computer Equipment	Policy Limits	Policy Limits	
Demolition & ICC	Demolition \$1M ICC \$1M	Demolition \$1M ICC \$1M	
Jurisdictional inspections	Included	Included	
Boiler & Machinery Deductibles			
Damage to Covered Property	\$ 10,000	\$ 10,000	
Business Interruption, Extra Expense	\$ 10,000	\$ 10,000	
Consequential Damage	\$10,000	\$ 10,000	
Boiler & Machinery Premium & Policy Period			
Annual Premium for coverage outlined above	Included in Property Premium	Included in Property Premium	
Does this quoted premium include state boiler inspections conducted by the insurer?	Yes	Yes or No? Yes	
Policy Period	10/1/09-10	10/01/10-11	
Boiler & Machinery Options			
DESCRIPTION	ADJUSTMENT to premium quoted Above (indicate "-" for return premium or "+" for additional premium)	DEDUCTIBLE (if different from deductibles provided above)	COMMENTS (indicate "Not proposed" if the option is not being proposed or "Included" if coverage is provided at no change in the premium provided above).
	\$		
	\$		
	\$		

	\$		
	\$		
	\$		

Property			
Proposing Insurer: Affiliated FM		Current A.M. Best Rating Level (i.e., A-): A+ Current A.M. Best Financial Size (i.e., XV): XV Admitted/Non-Admitted in Texas: Admitted	
DESCRIPTION	KPIA Property & Casualty Expiring Limits & Coverage	Proposed Limit <u>or</u> Included (I) <u>or</u> Not Included (NI)	COMMENTS
Building & Contents Maximum Limit (any one loss, all locations)	\$164,384,500	\$175,087,475	(Note: base your quote on the values provided in RFP Property schedule-Exhibit A)
Limit, any one location	Blanket	Blanket	
Blanket coverage applies	Yes	Yes	
Replacement Cost coverage at all locations	Incl.	Incl.	
Agreed Amount values	Incl.	Incl.	
"All Risk" coverage (other than exclusions)	Yes	Yes	
Replacement Cost Coverage	Yes	Yes	
Replacement Cost claim valuation	Adjustment of loss amount(s) under this policy will be determined based on the cost of repairing or replacing (whichever is the lesser), at the time of loss, with materials or equipment of like kind and quality without deduction for depreciation, except as provided in this valuation section.	Adjustment of loss amount(s) under this policy will be determined based on the cost of repairing or replacing (whichever is the lesser), at the time of loss, with materials or equipment of like kind and quality without deduction for depreciation, except as provided in this valuation section.	
Property Valuation	100%	100%	
Coinsurance Penalty	Waived	Waived	

Definition of "real property" includes:

- 1) Scheduled buildings either owned by the County, in which the County has an insurable interest, or the County has agreed in advance to cover
- 2) supplies, tools, permanently installed fixtures pertaining to the service of the real property
- 3) new buildings and other structures and additions at scheduled locations including materials and supplies thereof or and equipment, machinery, and apparatus for the service thereof, when at a covered location or within 1,000 feet thereof
- 4) all contractor's interests in real property when agreed to in writing in advance

This policy insures the following property, if shown in the declarations section, at or within 1,000 feet of a **described location**, unless excluded, that the insured:

- I. Owns;
- II. Operates;
- III. Controls; or
- IV. Is under the obligation to insure for direct physical loss or damage, to the extent of such obligation

1. Real Property

If this policy insures real property it includes:

- a) New construction;
- b) Additions under construction;
- c) Alterations and repairs to buildings or structures;
- d) Materials, equipment and supplies for new construction, additions, buildings or structures;
- e) Temporary structures;
- f) Machinery, equipment, and fixtures that are permanently attached to the building;
- g) Personal property that is used to maintain or service the building;
- h) Above and below ground pipes, tanks, flues and drains;
- i) Buildings or structures donated to the Insured;
- j) Helipads and associated attached equipment.

All if not covered by other insurance. This policy also covers contractors' interests in a) through j) above to the extent that the Insured has agreed, prior to loss, to keep such interests insured.

This policy insures the following property, if shown in the declarations section, at or within 1,000 feet of a **described location**, unless excluded, that the insured:

- I. Owns;
- II. Operates;
- III. Controls; or
- IV. Is under the obligation to insure for direct physical loss or damage, to the extent of such obligation

1. Real Property

If this policy insures real property it includes:

- a) New construction;
- b) Additions under construction;
- c) Alterations and repairs to buildings or structures;
- d) Materials, equipment and supplies for new construction, additions, buildings or structures;
- e) Temporary structures;
- f) Machinery, equipment, and fixtures that are permanently attached to the building;
- g) Personal property that is used to maintain or service the building;
- h) Above and below ground pipes, tanks, flues and drains;
- i) Buildings or structures donated to the Insured;
- j) Helipads and associated attached equipment.

All if not covered by other insurance. This policy also covers contractors' interests in a) through j) above to the extent that the Insured has agreed, prior to loss, to keep such interests insured.

Definition of "personal property" includes: 1. property at scheduled locations or within 1,000 feet thereof when owned by the County, in which the County has an insurable interest, which belongs to others but which is in the actual or constructive custody of the County (except when the County is acting as a warehouseman or carrier for hire) or property which the County has agreed in advance in writing to cover. 2. improvements and betterments to buildings not owned by the County but the county has scheduled contents coverage 3. personal property of officials and employees at scheduled locations (other than motor vehicles),	2. Personal Property If this policy insures personal property, it includes: a) Machinery and equipment; b) Stock, supplies, and raw materials; c) Furniture and fixtures; d) Electronic data processing equipment; e) Processing water; f) Molds and dies; g) Outside property; h) Improvements and Betterments in which the Insured has an insurable interest; i) Personal property of directors, officers and employees of the Insured, while at a described location; j) The Insured's interest in and legal liability for property of others, while at a described location.	2. Personal Property If this policy insures personal property, it includes: a) Machinery and equipment; b) Stock, supplies, and raw materials; c) Furniture and fixtures; d) Electronic data processing equipment; e) Processing water; f) Molds and dies; g) Outside property; h) Improvements and Betterments in which the Insured has an insurable interest; i) Personal property of directors, officers and employees of the Insured, while at a described location; j) The Insured's interest in and legal liability for property of others, while at a described location.	
B&M Joint Loss Agreement	N/A	N/A	
Accounts Receivable Limit	\$500,000	\$500,000	
Arson Reward	\$100,000	\$100,000	
Automobile Physical Damage	NI	NI	
Builders Risk	Policy Limits if listed location.	Policy Limits if listed location.	
Business Interruption	\$500,000	\$500,000	
Electronic Data Processing Equipment (expanded to cover electrical or magnetic injury, breakdown, accidental erasure)	Policy Limits	Policy Limits	
Crime Reward	NI	NI	
Data Processing Equipment	\$287,033	Property Limits	Quote the value provided in Exhibit D.
Data Processing - Media	\$500,000	\$500,000	
Data Processing Extra Expense	\$500,000	\$500,000	

Debris Removal – Trees, Shrubs, Plants, limited to named perils,	100,000	100,000	
Debris Removal –all other,	Policy Limits	Policy Limits	
Detached Signs	If within 1000 ft, policy limits	If within 1000 ft, policy limits	
Earth Movement	\$100,000,000	\$100,000,000	
Errors & Omissions (including inadvertent failure to report a location)	\$1,000,000	\$1,000,000	
Expediting Expense	\$250,000	\$250,000	
Fine Arts	\$250,000	\$250,000	
Flood	\$ 100,000,000 (not applicable to 100 year flood plain, Zone A, areas where no flood designation has been made by FEMA)	\$ 100,000,000 (not applicable to 100 year flood plain, Zone A, areas where no flood designation has been made by FEMA)	
Foundations	Included	Included	
Garagekeepers Liability (including vehicles of others impounded by the County or in the custody of the County) while at a scheduled location	Not included	Not included	
Glass	Policy limits	Policy limits	
Leasehold Interests	Included in BI	Included in BI	
Lock Replacement	\$100,000	\$100,000	
Off-Premise Utility Failure	\$500,000 PD \$500,000 BI	\$500,000 PD \$500,000 BI	
Extra Expense (through period of restoration)	\$500,000	\$500,000	
Fire Department service charge	\$100,000	\$100,000	
Fire Equipment Recharge	\$100,000	\$100,000	
Flagpoles	If within 1000 ft, policy limits	If within 1000 ft, policy limits	

Newly Acquired Property Limit (Contents)	\$2.5 M (120 days or policy expiration)	\$2.5 M (120 days or policy expiration)	
Newly Acquired Property Limit (Buildings)	Incl. immediately above	Incl. immediately above	
Off-premise personal property when removed from a covered location due a loss or for servicing or repair	\$1M	\$1M	
Ordinance or Law – Demolition of damaged and undamaged property	Demolition \$1M Undamaged Portion – policy limit	Demolition \$1M Undamaged Portion – policy limit	
Ordinance or Law – Increased Cost of Construction	\$1M	\$1M	
Outdoor Trees, Shrubs, Plants	\$100,000 (named perils)	\$100,000 (named perils)	
Personal effects and property of others	If legal liable	If legal liable	
Pollutant Cleanup following an insured loss, extract pollutants from land or water, restore or replace land or water, aggregate limit/policy year	\$50,000	\$50,000	
Premises boundary increased distance	1,000'	1,000'	
Property in Transit	\$250,000	\$250,000	
Rental Income	\$500,000	\$500,000	
Protection of Property in the event of actual or imminent loss	Included	Included	
Theft damage to building	Included	Included	
Inflation guard	NI	NI	
Valuable Papers	\$500,000	\$500,000	
Indirect or remote loss	NI	NI	

The cost of making good or correcting: • faulty workmanship, construction, material or design • inherent or latent defect • damage by rodents or insects • wear & tear, deterioration, depletion, erosion, corrosion • mold	NI	NI	
• settling cracking, shrinking of walls, pavements, foundations, floors, roofs, ceilings • leakage of contents • dampness or dryness of atmosphere			
Loss ensuing from: • faulty workmanship, construction, material or design • inherent or latent defect • damage by rodents or insects • wear & tear, deterioration, depletion, erosion, corrosion • mold • settling cracking, shrinking of walls, pavements, foundations, floors, roofs, ceilings • leakage of contents • dampness or dryness of atmosphere	NI	NI	
Unexplained or mysterious disappearance	NI	NI	
Accumulated effects of smoke	NI	NI	
Back up of sewers or drains	Included	Included	
Asbestos	NI	NI	
Fraud or dishonest acts intended for personal gain	NI	NI	
Errors made in planning, zoning, surveying, developing property, building codes	NI	NI	
Off-premise power interruption	\$500,000 PD \$500,000 BI	\$500,000 PD \$500,000 BI	

Certified acts of terrorism	Policy Limits	Policy Limits	
Non-certified acts of terrorism	Included, immediately above	Included, immediately above	
Collapse (whether or not caused by faulty workmanship, construction, material or design; inherent or latent defect; damage by rodents or insects; wear & tear, deterioration, depletion, erosion, corrosion; settling cracking, shrinking	I	I	
Personal property of others while in the County's custody at an insured location (other than vehicles)	NI	NI	
Land, water	NI	NI	
Dams, bridges	NI	NI	
Watercraft	NI	NI	
Animals	NI	NI	
Underground tanks, pipes, flues, wiring	Included	Included	
Property Premium & Policy Period			
Annual Premium for coverage outlined above	\$251,216.00	\$211,247 w/ Terrorism \$196,847 w/o Terrorism	
Policy Period	10/1/09-10	10/01/10-11	
Property Deductibles			
Garagekeepers Liability	N/A	N/A	
Transit	\$10,000	\$10,000	
Wind, Hurricane	\$10,000	\$10,000	
Earth Movement	\$100,000	\$100,000	
Flood	\$100,000	\$100,000	
Hail	\$10,000	\$10,000	
All Other	\$10,000	\$10,000	

Subject To			
Underwriter's Conditions			
What type of verification of property values will be required by the insurer? (i.e., appraisal provided by the insurer, appraisal provided by Williamson County, reasonable values by sq. footage, etc.)			
Property Options			
DESCRIPTION	ADJUSTMENT to premium quoted Above (indicate "-" for return premium or "+" for additional premium)	DEDUCTIBLE (if different from deductibles provided above)	COMMENTS (indicate "Not proposed" if the option is not being proposed or "Included" if coverage is provided at no change in the premium provided above).
Limits to apply on a blanket basis (i.e., total policy limits apply to any one loss)			
\$25,000 deductible	\$		
\$50,000 deductible	\$		
Arson Reward - \$25,000	\$		
Crime Reward - \$25,000	\$		
Off-premise utility failure -\$500,000	\$		
Valuable Papers \$500,000	\$		
Valuable Papers \$250,000	\$		
Data Processing Media - \$100,000	\$		
Extra Expense - \$1M (through restoration period)	\$		
Errors & Omissions (including inadvertent failure to report a location)	\$		
Expediting Expense -\$100,000	\$		
Outdoor Trees, Shrubs, Plants \$25,000, named perils	\$		
Garagekeepers Liability \$100,000 (impounded vehicles and vehicles while in the County's custody while at a scheduled location)	\$		

Lock Replacement -\$10,000	\$		
Inventory Preparation/Professional Fees- \$100,000	\$		
Fire Extinguisher Recharge within policy limits	\$		
Automatic Fire Suppression Recharge within policy limits	\$		
Other (Explain)	\$		

Inland Marine

Proposing Insurer: Affiliated FM

Current A.M. Best Rating Level (i.e., A-): A+

Current A.M. Best Financial Size (i.e., XV):
XV

Admitted/Non-Admitted in Texas: Admitted

DESCRIPTION	KPIA Property & Casualty Expiring Limits & Coverage	Proposed Limit <u>or</u> Included (I) <u>or</u> Not Included (NI)	COMMENTS
Electronic voting machines wherever stored or used	\$103,776.00	\$954,750	Quote the value provided in Exhibit C, \$954,750.00, which is now needed.
Mobile Equipment Floater	\$8,954,042.00	\$9,440,400	Quote the value provided in Exhibit B, \$9,440,399.82, which is now needed.
Communication tower and fixed transmitting/receiving equipment	NI	NI	
Valuable Papers at all County locations	See Property Insurance Form	See Property Insurance Form	
Rental Expense Reimbursement	NI	NI	
Flood	I	I	
"All Risk" Coverage	I	I	
Replacement Cost Coverage	I	I	
ACV coverage	NI	NI	
Property Valuation	100%	100%	
Newly acquired property, 30 days	125% of the total scheduled values	125% of the total scheduled values	
Pairs or Sets	I	I	
Coinsurance Penalty	Waived	Waived	
<i>Inland Marine Premium & Policy Period</i>			
Annual Premium for coverage outlined above	Included in Property premium	Included in Property premium	

Subject to audit	No	No	
Policy Period	10/1/09-10	10/01/10-11	
Inland Marine Deductible			
All covered objects	\$10,000	\$10,000	
Subject To			
Underwriter's Conditions			
Inland Marine Options			
DESCRIPTION	ADJUSTMENT to premium quoted Above (indicate "-" for return premium <u>or</u> "+" for additional premium)	DEDUCTIBLE (if different from deductibles provided above)	COMMENTS (indicate "Not proposed" if the option is not being proposed <u>or</u> "Included" if coverage is provided at no change in the premium provided above).
Rental Expense Reimbursement - \$5,000	\$		
All equipment on Exhibit B			
Other (Explain)	\$		

Property and Casualty Insurance for Williamson County, Proposal # 11WCAP102

On August 31, 2010, (6) six proposals were received for consideration. The evaluation committee consisting of (3) three reviewers, Jonathan Harris, Gary Wilson, and Kathy Grimes met to present evaluation rankings.

These individual rankings were consolidated into the master ranking (see attached). Based on the evaluations, reviews, and rankings, the committee is recommending Key & Piskuran Insurance Agency with Affiliated FM insurance company as the overall best and most comprehensive submittal. Current coverage is with Key & Piskuran Agency with Affiliated FM as the underwriter, and the recommendation from the committee is to maintain the current levels of coverage with the following additional benefits being received: 1) the Building and Contents Maximum Limit will be increased from the current \$164,384,500 to \$175,087,475; 2) the annual premium would drop from \$251,216.00 to \$211,247 with Terrorism coverage (or \$196,847 w/o Terrorism coverage. Property deductibles would remain at their current amounts: \$10,000 for transit, wind, hurricane, hail, and all other and \$100,000 for earth movement and flood. Key & Piskuran will continue to work with County representatives to ensure proper coverages are confirmed and/or updated as needed.

This recommendation represents:

- An approximate 6 ½ percent increase in coverage
- A 15.9 percent decrease in annual premium (if accepting the Terrorism coverage) or a 21.6 percent decrease in annual premium (if NOT accepting the Terrorism coverage).

award of armored courier contract # 11WCA129
Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Kerstin Hancock, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding proposals received for Armored Courier Services to the low proposal meeting specifications - Triple D Security

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Proposal Tab Armored Courier Services](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Bob Space	09/23/2010 11:26 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	09/24/2010 09:27 AM	APRV
Form Started By: Kerstin Hancock			Started On: 09/23/2010 11:15 AM	
Final Approval Date: 09/24/2010				

WILLIAMSON COUNTY BID TABULATION

ARMORED COURIER SERVICE

LOCATION	SCHEDULE	NUMBER OF STOPS	TRIPLE D BID	TRIPLE D TRIP	DUNBAR BID	DUNBAR TRIP	GARDA BID	GARDA TRIP
WILLIAMSON COUNTY ANNEX 350 DISCOVERY BLVD CEDAR PARK, TX	M thru F	2	\$601.40	\$27.33	\$2,140.32	\$98.96	\$648.00	\$29.45
WILLIAMSON COUNTY ANNEX 211 COMMERCE COVE ROUND ROCK, TX	M-W-F	1	\$455.90	\$20.72	\$642.10	\$49.43	\$227.00	\$17.46
WILLIAMSON COUNTY ANNEX 412 VANCE STREET TAYLOR, TX	M thru F	1	\$475.30	\$21.61	\$1,070.16	\$49.43	\$512.00	\$23.27
JUSTICE OF THE PEACE #4 109 W 5TH STREET TAYLOR, TX	M thru F	1	\$271.60	\$12.34	\$1,070.16	\$49.43	\$492.00	\$22.36
WILLIAMSON COUNTY ANNEX 301 SE INNER LOOP, STE 107 GEORGETOWN, TX	M thru F	1	\$455.90	\$20.72	\$1,070.16	\$49.43	\$492.00	\$22.36
WC TAX ASSESSOR 904 MAIN STREET GEORGETOWN, TX	M thru F	1	\$329.80	\$14.99	\$1,070.16	\$49.43	\$357.00	\$16.22
WC SHERIFF'S OFFICE 508 ROCK STREET GEORGETOWN, TX	M thru F	1	\$329.80	\$14.99	\$1,070.16	\$49.43	\$357.00	\$16.22
WC JUSTICE CENTER 405 MLK JR. BLVD GEORGETOWN, TX	M thru F	1	\$329.80	\$14.99	\$1,070.16	\$49.43	\$357.00	\$16.22
WC MAINTENANCE FACILITY 3351 SE INNER LOOP GEORGETOWN, TX	Tues & Fri	1	\$145.50	\$16.17	\$428.06	\$49.43	\$158.00	\$17.55
WC JUVENILE FACILITY	Tues & Fri	1	\$145.50	\$16.17	\$428.06	\$49.43	\$158.00	\$17.55

WILLIAMSON COUNTY BID TABULATION

ARMORED COURIER SERVICE

LOCATION	SCHEDULE	NUMBER OF STOPS	TRIPLE D BID	TRIPLE D TRIP	DUNBAR BID	DUNBAR TRIP	GARDA BID	GARDA TRIP
1821 SE INNER LOOP GEORGETOWN, TX								
WC REGIONAL ANIMAL SHELTER 1855 INNER LOOP GEORGETOWN, TX	Tues & Fri	1	\$145.50	\$16.17	\$428.06	\$49.43	\$158.00	\$17.55
WC HEALTH DISTRICT 200 MAIN STREET GEORGETOWN, TX	M-W- F	1	\$210.21	\$16.17	\$642.10	\$49.43	\$227.00	\$17.46
WC COURTHOUSE 701 MAIN STREET GEORGETOWN, TX	M thru F	1	\$145.50	\$16.17	\$1,070.16	\$49.43	\$357.00	\$16.22
WC ANNEX 1801 OLD SETTLER'S BLVD. ROUND ROCK, TX	M thru F	1	\$455.90	\$20.72	\$1,070.16	\$49.43	\$492.00	\$22.36

LINE TOTAL	\$4,497.61	\$249.26	\$13,269.98	\$741.55	\$4,992.00	\$272.25
BID + TRIP	\$4,746.87		\$14,011.53		\$5,264.25	
PER YEAR	\$56,962.44		\$168,138.36		\$63,171.00	

Accept Donation from State of Texas Communications Coordination Group (CCG)**Commissioners Court - Regular Session**

Date: 09/28/2010
Submitted By: Gene Smith, Emergency Communications
Submitted For: Patrick Cobb
Department: Emergency Communications
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Williamson County
Emergency Communications CCG donations:

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [TDEM Workbook](#)

Form Routing/Status

Form Started By: Gene Smith Started On: 09/22/2010 02:44 PM
Final Approval Date: 09/24/2010

Satellite and Wireless Solutions, Llc

20609 FM 2755

ROYSE CITY, TX 75189-3444

(972) 816-3810

RAMBO@SWSLIMITED.COM

WWW.DIR.SWSLIMITED.COM

SERVICE ORDER AGREEMENT (SOA) PURSUANT TO DIR-SDD-1035

INVOICE NO. SWS052710WC

DATE

May 27, 2010

CUSTOMER ID

WC0001

Ship To: Williamson County
OEM
508 South Rock
Georgetown, TX 78626
Attn: Mike Wright

Invoice To: Williamson County

SALESPERSON	Quote ID	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS		DUE DATE
Mike Rambo	SWS 052110	SWS DELIVERY	FOB	TBD	50% UPON ORDER; REMAINDER UPON DELIVERY		TBD

DEPARTMENT OF INFORMATION RESOURCES APPROVED CONTRACT DIR-SDD-1035 EXPIRES 06/26/10

PRODUCT CODE	QTY	ITEM#	HARDWARE PURCHASE	DIR CUSTOMER PRICE		LINE TOTAL
SWS1.2APKG3	1	1	1.2 Meter Ku-band Auto-pointing Pkg.; Controller iDirect 5150; PLL-LNB/6-Watt BUC; Custom Mounting Frame Package w/ X-ARMS; Router w/ 8-FXS Ports and SMARTnet; 48 Port Switch	\$34,333.00		\$34,333.00
SWSOPSPKG4!NC	1	3	41' Pneumatic Mast; 1.5HP Compressor; Wired Remote; 1.25" Nycoil (3-LMR240;1 -LMR400; 3 Pwr) Night Chase 36X WDR IR CAM w/ Basic Controller and 4 Chan DVR; 3-Antenna (UHF/VHF/700-800)	\$29,221.00		\$29,221.00

SATELLITE BANDWIDTH PRICING

PRODUCT CODE	QTY		SERVICE DESCRIPTION	Annual Fee		LINE TOTAL
	1	1	Bandwidth Provided by State of Texas - CCG Until 12/31/2010	\$ -		\$0.00

Note: Signed orders may be scanned and emailed or mailed.

Make checks payable to:

Satellite and Wireless Solutions, Llc.

20609 FM 2755

Royse City, TX 75189-3444

SUBTOTAL

\$63,554.00

SALES TAX .0825

Tax Exempt

NON-RECURRING TOTAL

\$63,554.00

APPROVED SATELLITE CARRIER INFORMATION:

SKYPORT GLOBAL COMMUNICATIONS, INC.

Service Agreement Term: (Daily, Weekly or Annual)

By Acceptance (Issuance of a Purchase Order to SWS), Customer agrees to pay all charges incurred, including any and all applicable taxes on the agreed to **Payment Terms** identified above. Customer agrees that SWS will not proceed on the project until initial payments are received.

If Satellite Bandwidth is included in the SOA, all charges for bandwidth are to be paid Annually. In the event the Customer exceeds bandwidth allowances SWS will invoice Customer for such overage of use in the same calendar month at a defined Daily or Weekly amount, including any one-time fees incurred.

Service Cancellation: Customer Agrees that SWS has upon issuance of Customers Purchase Order and receipt of Customers Pre-payment has incurred expenses on behalf of the Customer. Customer is responsible for reimbursing SWS any restocking fees, return fees, or cancellation fees, including estimated SWS administrative time at the time of cancellation. Once the Hardware and Services are installed and accepted by Customer there are no returns.

Maintenance: SWS, or its Subcontractor, will pass manufacturers warranty on all Products Purchased under this SOA to the Customer. Warranty support does not include SWS labor, or its subcontractors labor. Customer agrees to reimburse SWS for all time and expenses required to repair or replace any manufacturer defective or damaged parts upon receipt of an SWS Maintenance Invoice. Customer may purchase a 12 Month Maintenance Service Support Plan for Ten (10) percent of the total Hardware Purchase amount on an annual basis.

Extra and Voluntary Duty Pay, B/A, 09/28/2010

Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: David Dukes, County Auditor
Submitted For: David Dukes
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for September 2010 Extra Duty and Voluntary Duty.

Background

Extra Duty and Voluntary Duty for law enforcement are now paid through payroll.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.341220	Vol Duty Revenue, SO	\$46,954.03	01
	0100.0000.341221	Revenue, Const 1	\$1,597.84	02
	0100.0000.341222	Revenue, Const 2	\$979.03	03
	0100.0000.341224	Revenue, Const 4	\$21,823.13	04
	0100.0000.341226	Revenue, Juv	\$726.59	05

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: David Dukes Started On: 09/22/2010 02:20 PM
 Final Approval Date: 09/24/2010

Extra and Voluntary Duty Pay, B/A, 09/28/2010

Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: David Dukes, County Auditor
Submitted For: David Dukes
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for September 2010 Extra Duty and Voluntary Duty pay.

Background

Extra Duty and Voluntary Duty for law enforcement are now paid through payroll.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0551.001118	Payroll, Const 1	\$1,288.06	01
	0100.0551.002010	FICA, Const 1	\$98.54	02
	0100.0551.002020	Retirement, Const 1	\$146.84	03
	0100.0551.002050	Worker's Comp, Const 1	\$64.40	04
	0100.0552.001118	Payroll, Const 2	\$789.22	05
	0100.0552.002010	FICA, Const 2	\$60.38	06
	0100.0552.002020	Retirement, Const 2	\$89.97	07
	0100.0552.002050	Worker's Comp, Const 2	\$39.46	08
	0100.0554.001117	Payroll, Const 4	\$19,372.50	09
	0100.0554.002010	FICA, Const 4	\$1,481.00	10
	0100.0554.002050	Worker's Comp, Const 4	\$968.63	11
	0100.0560.001117	Vol Duty, SO	\$11,873.87	12
	0100.0560.001118	Extra Duty, SO	\$24,858.57	13
	0100.0560.002010	FICA, SO	\$2,810.03	14
	0100.0560.002020	Retirement, SO	\$2,833.88	15
	0100.0560.002050	Worker's Comp, SO	\$1,836.62	16
	0100.0570.001117	Payroll, Jail	\$2,433.26	17
	0100.0570.002010	FICA, Jail	\$186.14	18
	0100.0570.002050	Worker's Comp, Jail	\$121.66	19

	0100.0576.001117	Payroll, Juv	\$645.00	20
	0100.0576.002010	FICA, Juv	\$49.34	21
	0100.0576.002050	Worker's Comp, Juv	\$32.25	22

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: David Dukes Started On: 09/22/2010 02:33 PM
Final Approval Date: 09/24/2010

Discuss Real Estate Matters

Commissioners Court - Regular Session

Date: 09/28/2010
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

1. Proposed or potential purchase or lease of property by the County:

- a) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
- b) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
- c) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.
- d) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
- e) Discuss proposed acquisition of property for right-of-way on Haybarn Lane.
- f) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.
- g) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
- h) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.
- i) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
- j) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.
- k) Discuss proposed Northwoods Road District.

I) Discuss conveyance of University Boulevard right-of-way.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 09/23/2010 09:46
AM

Final Approval Date: 09/24/2010
